

# Original

UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION  
OFFICE OF ADMINISTRATIVE LAW JUDGES



_____ )	<b>PUBLIC</b>
In the Matter of )	
)	
<b>McWANE, INC.,</b> )	<b>DOCKET NO. 9351</b>
<b>Respondent.</b> )	
_____ )	

**COMPLAINT COUNSEL'S PRE-TRIAL BRIEF  
AND EXHIBITS**

Richard A. Feinstein  
Director

Pete Levitas  
Deputy Director

Melanie Sabo  
Assistant Director

Geoffrey M. Green  
Deputy Assistant Director

Michael J. Bloom  
Assistant Director for Policy & Coordination

Jeanine Balbach  
Attorney, Office of Policy & Coordination

Edward D. Hassi, Esq.  
Linda M. Holleran, Esq.  
Joseph R. Baker, Esq.  
Thomas H. Brock, Esq.  
J. Alexander Ansaldo, Esq.  
Andrew K. Mann, Esq.  
Monica M. Castillo, Esq.

Federal Trade Commission  
Bureau of Competition  
600 Pennsylvania Ave., N.W.  
Washington, DC 20580  
Telephone: (202) 326-2470  
Facsimile: (202) 326-3496  
Electronic Mail: [ehassi@ftc.gov](mailto:ehassi@ftc.gov)

Dated: August 23, 2012

## TABLE OF CONTENTS

Table of Authorities.....	iii
I. INTRODUCTION .....	1
II. INDUSTRY BACKGROUND.....	4
A. Fittings .....	4
B. Fittings Suppliers .....	5
C. End Users .....	7
D. Distributors .....	8
E. Fittings Pricing.....	10
II. CHALLENGED CONDUCT .....	11
A. McWane Agreed to Restrain Price Competition in the Fittings Market.....	12
1. McWane Communicated to its Competitors the Need to Change Industry Pricing Practices.....	13
2. McWane Developed a Plan to Fix Prices for Fittings.....	14
3. To Reinforce Its Ability to Discipline the Market, McWane Communicated Its Cost Advantage to Sigma and Star .....	16
4. Phase One of the Tatman Plan: Partial Multiplier Increases in Exchange for Reduction in Project Pricing .....	17
5. Phase Two of the Tatman Plan: Additional Multiplier Increases Conditioned on Increased Transparency through the DIFRA Information Exchange .....	23
6. Trust Between the Conspirators Breaks Down.....	29
7. McWane, Sigma and Star Continue Their Inappropriate Price Communications .....	33
a) April 2009 .....	33
b) June 2010 .....	34
B. McWane Moves to Maintain its Monopoly Position in the Domestic Fittings Market.....	36
1. McWane’s Plan to “block Star” .....	38
2. McWane Co-Opts Sigma as Domestic Fitting Entrant.....	43
III. LEGAL ANALYSIS.....	48
A. Standard of Review and Burden of Proof.....	49
B. Co-Conspirator Statements Are Admissible.....	52
C. McWane Violated Section Five of the FTC Act.....	54
1. Market Definition.....	54
2. McWane Orchestrated a Conspiracy with its Competitors to Restrain Price Competition by Limiting Project Pricing (Count One).....	57
3. McWane Invited its Competitors to Join a Per Se Unlawful Conspiracy (Count Three).....	66
4. McWane and Its Competitors Participated in an Illegal Information Exchange (Count Two).....	68

5.	McWane Enlisted its Competitor Sigma as a Master Distributor to Prevent Competition in the Domestic Fittings Market (Count Four) .....	73
6.	McWane Monopolized, or Attempted to Monopolize, the Market for Domestic Fittings through Exclusionary Conduct (Counts Six and Seven) .....	80
7.	McWane and Sigma Conspired to Monopolize the Domestic Fittings Market by Excluding Star (Fifth Violation) .....	88
IV.	REMEDY .....	90
V.	CONCLUSION .....	91

## TABLE OF AUTHORITIES

## Cases

<i>AD/SAT v. Associated Press</i> , 181 F.3d 216 (2d Cir. 1999) .....	81
<i>Am. Needle, Inc. v. Nat’l Football League</i> , 130 S. Ct. 2201 (2010).....	72
<i>American Tobacco Co. v. United States</i> , 328 U.S. 781 (1946) .....	89
<i>Apex Oil Co. v. DiMauro</i> , 822 F.2d 246 (2d Cir. 1987) .....	63, 64
<i>Aspen Skiing Co. v. Aspen Highlands Skiing Corp.</i> , 472 U.S. 585.....	82, 83
<i>Beatrice Foods Co. v. Fed. Trade Comm’n.</i> , 540 F.2d 303 (7th Cir. 1976).....	54
<i>Blue Cross &amp; Blue Shield United v. Marshfield Clinic</i> , 65 F.3d 1406 .....	78
<i>Bourjaily v. United States</i> , 483 U.S. 171 (1987) .....	52, 53
<i>Brown Shoe Co. v. United States</i> , 370 U.S. 294 (1962) .....	54
<i>Cal. Dental Ass’n v. FTC</i> , 526 U.S. 756, 779-81 (1999).....	51, 69
<i>Catalano, Inc. v. Target Sales, Inc.</i> , 446 U.S. 643 (1980).....	66
<i>Cayman Exploration Corp. v. United Gas Pipe Line, Co.</i> , 873 F.2d 1357 (10th Cir. 1989) .....	64
<i>City of Tuscaloosa v. Harcros Chems., Inc.</i> , 158 F.3d 548 (11th Cir. 1998) .....	61
<i>Confederated Tribes of Siletz Indians of Or. v. Weyerhaeuser Co.</i> , 411 F.3d 1030 (9th Cir. 2005) .....	84
<i>Continental Ore Co. v. Union Carbide &amp; Carbon Corp.</i> , 370 U.S. 690, 699 (1962).....	59
<i>Copperweld Corp. v. Independence Tube Corp.</i> , 467 U.S. 752, 768 n.13 (1984).....	58, 89
<i>Costco Wholesale Corp. v. Maleng</i> , 522 F.3d 874 (9th Cir. 2008) .....	66
<i>Discon, Inc. v. NYNEX Corp.</i> , 1996 U.S. App. LEXIS 28747 at *20-21 (2nd Cir. 1996) .....	88, 89
<i>Eastman Kodak Co. v. Image Tech. Servs.</i> , 504 U.S. 451 (1992) .....	81
<i>Energex Lighting Industries, Inc. v. North American Philips Lighting Corp.</i> , 765 F. Supp. 93 (S.D.N.Y. 1991).....	66
<i>ESCO Corp. v. United States</i> , 340 F.2d 1000 (9th Cir. 1965).....	60
<i>Fashion Originators’ Guild, Inc. v. Fed. Trade Comm’n</i> , 312 U.S. 457 (1941).....	74
<i>Fed. Trade Comm’n v. Motion Picture Adver. Serv. Co.</i> , 344 U.S. 392 (1953) .....	49
<i>Fed. Trade Comm’n v. Ruberoid Co.</i> , 343 U.S. 470 (1952).....	90
<i>Fed. Trade Comm’n v. Staples, Inc.</i> , 970 F. Supp. 1066 (D.D.C. 1997).....	54, 69
<i>Fed. Trade Comm’n v. Swedish Match</i> , 131 F. Supp. 2d 151 (D.D.C. 2000) .....	54
<i>Fleischman v. Albany Medical Center</i> , 728 F. Supp. 2d 130 (N.D.N.Y. 2010) .....	70, 71
<i>FTC v. Watson Pharms., Inc.</i> , 677 F.3d 1298 (11th Cir. 2012).....	76
<i>Gainesville Utils. Dep’t v. Fla. Power &amp; Light Co.</i> , 573 F.2d 292 (5th Cir. 1978) .....	63
<i>Hahn v. Oregon Physicians’ Serv.</i> , 868 F.2d 1022 (9th Cir. 1988).....	49
<i>Harcros Chems.</i> , 158 F.3d at 572 .....	64
<i>In re B.A.T. Indus., Ltd.</i> , 104 F.T.C. 852 (1984).....	75
<i>In re Baby Food Antitrust Litig.</i> , 166 F.3d 112 (3d Cir. 1999).....	58, 61
<i>In re Brunswick Corp.</i> , 94 F.T.C. 1174 (F.T.C. 1979) .....	51
<i>In re Coordinated Pretrial Proceedings in Petroleum Prods. Antitrust Litig.</i> , 906 F.2d 432 (9th Cir. 1990) .....	60
<i>In re Currency Conversion Fee Antitrust Litig.</i> , 2012 U.S. Dist. LEXIS 19760 (S.D.N.Y. 2012) .....	64
<i>In re Delta/AirTran Baggage Fee Antitrust Litig.</i> , 733 F. Supp. 2d 1348 (N.D. Ga. 2010).....	68
<i>In re Flat Glass Litig.</i> , 385 F.3d 350 (3d Cir. 2004).....	58, 62, 64

<i>In re High Fructose Corn Syrup Antitrust Litig.</i> , 295 F.3d 651 (7th Cir. 2002) .....	61, 63, 65
<i>In re High Pressure Laminates Antitrust Litig.</i> , 2006-1 Trade Cas. CCH ¶ 75,298 (S.D.N.Y. 2006) .....	64
<i>In re High-Tech Empl. Antitrust Litig.</i> , 2012-1 Trade Cas. (CCH) P77,866 .....	59
<i>In re Linerboard Antitrust Litig.</i> , 504 F. Supp. 2d 38 (E.D. Pa. 2007).....	63
<i>In re McWane, Inc.</i> , (Opinion of the Commission ( <i>In Camera</i> ), Aug. 9, 2012) (F.T.C. Docket No. 9351) .....	passim
<i>In re N. Tex. Specialty Physicians</i> , 140 F.T.C. 715 (F.T.C. 2005) .....	50
<i>In re Northwest Airlines Corp. Antitrust Litig.</i> , 208 F.R.D. 174 (E.D. Mich. 2002).....	58, 61
<i>In re Polygram Holding, Inc.</i> , 136 F.T.C. 310 (2003).....	49
<i>In re SKF Indus., Inc.</i> , 94 Fed. Trade Comm'n. 94 F.T.C. 6 (1979) .....	76
<i>In re Sulfuric Acid Antitrust Litig.</i> , 743 F. Supp. 2d 827. (N.D. Ill. 2010).....	62
<i>In re Terazosin Hydrochloride Antitrust Litig.</i> , 2005-1 Trade Cas. (CCH) ¶ 74,709 (S.D. Fla. 2005) .....	78
<i>In re Text Messaging Antitrust Litig.</i> , 630 F.3d 622 (7th Cir. 2010).....	62, 65
<i>In re Valassis Commc'ns, Inc.</i> , 2006 FTC LEXIS 25 (Apr. 19, 2006) (F.T.C. File No. 051-0008) .....	67, 68
<i>Int'l Distrib. Centers, Inc. v. Walsh Trucking Co.</i> , 812 F.2d 786 (2d Cir. 1987).....	89
<i>Interstate Circuit, Inc. v. United States</i> , 306 U.S. 208 (1939).....	60
<i>Isaksen v. Vt. Castings, Inc.</i> , 825 F.2d 1158 (7th Cir. 1987).....	59, 60
<i>Law v. Nat'l Collegiate Athletic Ass'n</i> , 134 F.3d 1010 (10th Cir. 1998).....	51, 74
<i>LePage's Inc. v. 3M</i> , 324 F.3d 141 (3d Cir. 2003) .....	85
<i>Lessig v. Tidewater Oil Co.</i> , 327 F.2d 459 (9th Cir. 1964) .....	84
<i>Liu v. Amerco</i> , 677 F.3d 489 (1st Cir. 2012) .....	67
<i>Lorain Journal Co. v. United States</i> , 342 U.S. 143 (1951).....	85, 87
<i>Matsushita Elec. Indus. Co. v. Zenith Radio Corp.</i> , 475 U.S. 574 (1986).....	59
<i>McGahee v. N. Propane Gas Co.</i> , 858 F.2d 1487 (11th Cir. 1988).....	81
<i>Merck-Medco Managed Care, LLC v. Rite Aid Corp.</i> , 1992-2 Trade Cas. ¶ 72,640, 1999 U.S. App. LEXIS 21487 (4th Cir. 1999) .....	64
<i>Monsanto Co. v. Spray-Rite Serv. Corp.</i> , 465 U.S. 752 (1984).....	58
<i>N. Pac. Ry. Co. v. United States</i> , 356 U.S. 1 (1958).....	50
<i>Nash v. United States</i> , 229 U.S. 373 (1913) .....	58
<i>Nat'l Collegiate Athletic Ass'n v. Bd. of Regents</i> , 468 U.S. 85 (1984).....	51
<i>Nat'l Soc'y of Prof. Eng'rs v. United States</i> , 435 U.S. 679, 692 (1978) .....	57, 58, 72, 77
<i>Northeastern Tel. Co. v. American Tel. &amp; Tel. Co.</i> , 651 F.2d 76 (2d Cir. 1981) .....	86, 89
<i>Northern Pac. Ry. v. United States</i> , 356 U.S. 1 (1958) .....	77
<i>Nynex Corp. v. Discon, Inc.</i> , 525 U.S. 128 (1998) .....	88
<i>Palmer v. BRG of Georgia, Inc.</i> , 498 U.S. 46 (1990).....	49, 76
<i>Petroleum Prods.</i> , 906 F.2d at 461-62.....	65, 68, 70, 71
<i>Plymouth Dealers' Ass'n of N. Cal. v. United States</i> , 279 F.2d 128 (9th Cir. 1960) .....	65
<i>Polygram Holding, Inc. v. Fed. Trade Comm'n</i> , 36 F.T.C. 310 .....	49, 50, 51
<i>Polygram Holding, Inc. v. Fed. Trade Comm'n</i> , 416 F.3d 29 (D.C. Cir. 2005).....	50
<i>Re/Max Int'l, Inc. v. Realty One, Inc.</i> , 173 F.3d 995 (6th Cir. 1999).....	63, 64, 82
<i>Realcomp II, Ltd.</i> , Dkt. No. 9320, slip op. at 19-20 (FTC 2009).....	51, 79
<i>Roland Mach. Co. v. Dresser Indus., Inc.</i> , 749 F.2d 380 (7th Cir. 1984).....	83
<i>Rome Ambulatory Surgical Ctr. v. Rome Mem'l Hosp.</i> , 349 F. Supp. 2d 389 (N.D.N.Y. 2004) ..	89

<i>Rosefielde v. Falcon Jet Corp.</i> , 701 F. Supp. 1053 (D.N.J. 1988) .....	69
<i>Schering-Plough Corp. v. FTC</i> , 402 F.3d 1056 .....	78
<i>SKF Indus.</i> , 94 F.T.C. at 89-92 .....	77, 79
<i>Smith v. Bray</i> , 681 F.3d 888 (7th Cir. 2012) .....	52, 53
<i>Standard Oil Co. v. United States</i> , 283 U.S. 163 (1931) .....	49
<i>Sugar Inst. v. United States</i> , 297 U.S. 553 (1936) .....	65
<i>TFWS, Inc. v. Franchot</i> , 572 F.3d 186 (4th Cir. 2009) .....	66
<i>Todd v. Exxon Corp.</i> , 275 F.3d 191 (2d Cir. 2001) .....	65, 69, 70
<i>United States Steel Corp. v. Fortner Enters., Inc.</i> , 429 U.S. 610 (1977) .....	86, 89
<i>United States v. Am. Smelting &amp; Refining Co.</i> , 182 F. Supp. 834 (S.D.N.Y. 1960) .....	77
<i>United States v. Andreas</i> , 216 F.3d 645 (7th Cir. 2000) .....	65
<i>United States v. Bausch &amp; Lomb Optical Co.</i> , 321 U.S. 707, 723 (1944) .....	60
<i>United States v. Beaver</i> , 515 F.3d 730, 737 n.3 (7th Cir. 2008) .....	57, 63
<i>United States v. Beech-Nut Nutrition Corp.</i> , 871 F.2d 1181, 1199 (2d Cir. 1989) .....	53
<i>United States v. Citizens &amp; S. Nat'l Bank</i> , 422 U.S. 86, 113-14 (1975) .....	69
<i>United States v. Consol. Packaging Corp.</i> , 575 F.2d 117, 126 (7th Cir. 1978) .....	59
<i>United States v. Container Corp. of Am.</i> , 393 U.S. 333 (1969) .....	57, 64, 66, 69
<i>United States v. Dentsply Int'l, Inc.</i> , 399 F.3d 181 (3d Cir. 2005) .....	85
<i>United States v. E.I. du Pont de Nemours &amp; Co.</i> , 351 U.S. 377 (1956) .....	54, 81
<i>United States v. Elashyi</i> , 554 F.3d 480 (5th Cir. 2008) .....	52
<i>United States v. Empire Gas Corp.</i> , 537 F.2d 296 (1976) .....	84
<i>United States v. Gen. Motors Corp.</i> , 384 U.S. 127 (1966) .....	59
<i>United States v. General Electric Co.</i> , 1997-1 Trade Cas. (CCH) ¶ 71,765 (D. Mont. 1997) .....	76
<i>United States v. Griffith</i> , 334 U.S. 100 (1948) .....	89
<i>United States v. Grinnell Corp.</i> , 384 U.S. 563 (1966) .....	80, 81
<i>United States v. Hefferenan</i> , 43 F.3d 1144 (7th Cir. 1994) .....	71
<i>United States v. Microsoft Corp.</i> , 253 F.3d 34 (D.C. Cir. 2001) .....	passim
<i>United States v. Nat'l City Lines</i> , 186 F.2d 562 (7th Cir. 1951) .....	89
<i>United States v. Or. State Med. Soc'y</i> , 343 U.S. 326 (1952) .....	91
<i>United States v. Orena</i> , 32 F.3d 704 (2d Cir. 1994) .....	53
<i>United States v. Parke, Davis &amp; Co.</i> , 362 U.S. 29 (1960) .....	60
<i>United States v. Reyes</i> , 798 F.2d 380 (10th Cir. 1986) .....	53
<i>United States v. Rivera</i> , 22 F.3d 430 (2d Cir. 1994) .....	53
<i>United States v. Siemens Corp.</i> , 621 F.2d 499 (2d Cir. 1980) .....	74
<i>United States v. Socony-Vacuum Oil Co.</i> , 310 U.S. 150 (1940) .....	49, 57, 58
<i>U.S. v. Sugar Institute</i> , 297 U.S. 553 .....	66
<i>United States v. Tombrello</i> , 666 F.2d 485 (11th Cir. 1982) .....	52
<i>United States v. Trenton Potteries Co.</i> , 273 U.S. 392 (1927) .....	58
<i>United States v. U.S. Gypsum Co.</i> , 438 U.S. 422 (1978) .....	69, 70
<i>United States v. Weisz</i> , 718 F.2d 413 (D.C. Cir. 1983) .....	52
<i>W. Penn Allegheny Health Sys., Inc. v. UPMC</i> , 627 F.3d 85 (3d Cir. 2010) .....	59, 60
<i>Wagner v. Magellan Health Servs.</i> , 121 F. Supp. 2d 673 (N.D. Ill. 2000) .....	89
<i>Wallace v. Bank of Bartlett</i> , 55 F.3d 1166 (6th Cir. 1995) .....	61
<i>Weyerhaeuser Co. v. Ross-Simmons Hardwood Lumber Co.</i> , 549 U.S. 312 (2007) .....	84
<i>Williamson Oil Co. v. Philip Morris USA</i> , 346 F.3d 1287 (11th Cir. 2003) .....	64
<i>Yamaha Motor Co. v. FTC</i> , 657 F.2d 971 (8th Cir. 1981) .....	74

## Other Authorities

Antitrust Law: An Economic Perspective 146 (1976).....	66
AREEDA & HERBERT HOVENKAMP ¶ 1409a .....	67
AREEDA & HOVENKAMP ¶ 805b.....	81
AREEDA & HOVENKAMP ¶ 1419.....	65, 72
AREEDA & HOVENKAMP ¶ 1434a.....	62
AREEDA & HOVENKAMP ¶ 1434b.....	56
AREEDA & HOVENKAMP ¶¶ 1404, 1410c .....	57
AREEDA & HOVENKAMP ¶1410c.....	58
AREEDA & HOVENKAMP ¶ 1407b.....	67
Dep't of Justice and Fed. Trade Comm'n, <i>Statements of Antitrust Enforcement Policy in Health Care: Statement 6: Enforcement Policy on Provider Participation in Exchanges of Price and Cost Information</i> .....	68
Derek C. Bok, <i>The Tampa Electric Case and the Problem of Exclusive Arrangements under the Clayton Act</i> , 1961 SUP. CT. REV. 267 (1961).....	78
Fed. Trade Comm. and U.S. Dep't of Justice, <i>Antitrust Guidelines for Collaboration Among Competitors</i> (2000) .....	70, 72
George A. Hay, <i>Oligopoly, Shared Monopoly, and Antitrust Law</i> , 67 CORNELL L. REV. 439 (1982).....	68
Jonathan B. Baker, <i>Two Sherman Act Section 1 Dilemmas: Parallel Pricing, The Oligopoly Problem, and Contemporary Economic Theory</i> , 38 ANTITRUST BULL. 143 (1993).....	63
Kai-Uwe Kuhn, <i>Fighting Collusion By Regulating Communication Between Firms</i> , 32 ECON. POL'Y 167 (2001).....	69
MASSIMO MOTTA, <i>COMPETITION POLICY, THEORY AND PRACTICE</i> 151 (2004).....	68, 69
NOTES ON COMMITTEE ON JUDICIARY, S. REP. NO. 93-1277 .....	50
PHILLIP E. AREEDA & HERBERT HOVENKAMP, ANTITRUST LAW ¶ 572b; <i>2010 Guidelines</i> § 4.2.2 .....	52
R. Bork, <i>The Antitrust Paradox</i> 160 (1978)), 605 .....	77
Stephen Calkins, <i>Counterpoint: The Legal Foundation of the Commission's Use of Section 5 to Challenge Invitations to Collude is Secure</i> , ANTITRUST Spring 2000.....	65
Thomas A. Piraino, Jr., <i>Regulating Oligopoly Conduct Under the Antitrust Laws</i> , 89 MINN. L. REV. 9 (2004).....	69
U.S. Dep't of Justice and Fed. Trade Comm'n, <i>Horizontal Merger Guidelines</i> § 4 (2010) .....	52
WEINSTEIN'S FEDERAL EVIDENCE § 801.34[4][a] (2012).....	50
William E. Kovacic, <i>The Identification and Proof of Horizontal Agreements Under the Antitrust Laws</i> , 38 ANTITRUST BULL. 5 (1993).....	56, 61

## I. INTRODUCTION

This case is about a dominant firm that prefers collusion and exclusion over competition. McWane is the dominant supplier of ductile iron pipe fittings (“Fittings”), and it has a monopoly in the market for Fittings made in the United States (“Domestic” Fittings). Fittings are a small, but necessary part of any waterworks project: they connect pipes, hydrants, and valves and allow water flow to change directions.

The overall Fittings market is concentrated. Combined, the three major Suppliers -- McWane, Sigma and Star – sell of all Fittings. Although the Suppliers generally followed each other’s price increases and published price lists, thereby making prices transparent, it was not a typical oligopoly market, *i.e.*, it was not a market with supracompetitive pricing and no price competition. Sigma and particularly Star are relatively new entrants with lower costs because they import their Fittings from China. They used their lower cost structure, and their larger and more nimble sales forces, to compete aggressively with McWane by offering negotiated discounts on individual waterworks projects. This “Project Pricing” made prices less stable and less transparent. As a result, McWane’s profit margins and market share were slowly shrinking.

When the global economy started to take a downturn in late 2007, the Importers Fittings costs went up dramatically, far more than the cost increases faced by McWane domestically. Sigma and Star were desperate for a price increase. Rather than take advantage of its new cost advantage to offer lower priced Fittings and win sales, McWane saw a “unique opportunity” to “drive stability and rational pricing” in the Fittings market. McWane created a Plan, which recognized Star and Sigma’s “desperate” need for a price increase. McWane explained its Plan by sending a tailored “Message to the Market & Competitors.” McWane made known that it

would support price increases in stepped or staged increments, but only if Star and Sigma agreed to curtail Project Pricing and to maintain prices that were reasonably stable and transparent.

In short, McWane invited Sigma and Star, through customer letters and other means, to enter into an agreement to curtail Project Pricing in exchange for implementing price increases. Sigma and Star accepted. To monitor any possible cheating, McWane revived a dormant plan to form a trade association, the "Ductile Iron Pipe Fittings Association." DIFRA would facilitate collusion by implementing a sales data information exchange among the three oligopolists that would allow each firm to monitor whether any future changes in sales resulted from economic changes or cheating on their collusive agreement.

All three suppliers joined DIFRA. But Sigma and Star had misunderstood McWane's Plan. Believing that they had met McWane's conditions merely by making the agreement to share data through DIFRA, both issued price increases soon after the data-sharing agreement was reached. McWane, as the market leader, informed Sigma and Star – through a coded letter to the market – that until they submitted their market-share data and McWane received the actual DIFRA report, McWane would not increase prices. Sigma and Star understood the message. They suspended their price increases and submitted their data to DIFRA. Once DIFRA shared its first report with the conspirators; McWane followed through on its commitment and announced a price increase that very same day. Sigma and Star quickly followed suit.

Unfortunately for the co-conspirators (and businesses world-wide), 2008 was a very difficult year. The Great Recession caused housing starts to fall precipitously, and with them, waterworks projects and Fittings sales. As the market fell in 2008, the co-conspirators began to cheat on their agreement by surreptitiously engaging in Project Pricing.

The agreement was subject to further strain when Congress passed the American Recovery and Reinvestment Act in February 2009, because it changed the market dynamics. Specifically, the ARRA had a “Buy American” provision that required \$6 billion in allocated funds for waterworks projects to be built with American-made goods. As the only Domestic Fittings manufacturer, McWane was in a unique position to reap the benefits. Star and Sigma worried they would be frozen out. They wanted to enter the Domestic market and compete for the ARRA-funded projects. They were also concerned that general Buy American sentiment would further hurt their import business. So Star announced a plan to enter the Domestic market at an industry conference in June 2009, and Sigma likewise began to pursue entry.

McWane feared that if Sigma and Star entered the market, Domestic prices, which were well-above import prices, would get “creamed.” Rather than respond to this new Domestic competition with better pricing or better service, McWane developed an illegal two--pronged solution to protect its monopoly: co-opt Sigma and exclude Star. McWane entered into an anticompetitive agreement with Sigma to keep it out of the business of Domestic Fittings – and instead to source its supply of Domestic Fittings exclusively from McWane. Among other things, the agreement protected McWane’s published prices by largely preventing Sigma from discounting. At the same time, McWane hindered Star’s entry by implementing an exclusive dealing policy that effectively prevented Fittings Distributors from buying Domestic Fittings from Star. Having secured its monopoly position, McWane was then able to implement a price increase and reduce the rebates it offers on its Domestic Fittings.

While McWane and its co-conspirators may repeatedly deny conspiring or other wrongdoing, their contemporaneous documents, testimony at trial and other evidence will demonstrate that McWane violated Section Five of the FTC Act.

## II. INDUSTRY BACKGROUND

These background facts are largely undisputed.

### A. Fittings

Ductile iron pipe fittings (“Fittings”<sup>1</sup>) are an essential component of the pipelines that transport drinking and waste water through high-pressure municipal waterworks systems.<sup>2</sup> Fittings join the pipes, valves, and hydrants that make up the systems, and change or direct the flow of water.<sup>3</sup>

Fittings are available in thousands of configurations in different shapes, sizes, and coatings. There are, however, approximately 100 commonly used Fittings (known as “A” and “B” items) that account for 80% of all Fittings sales.<sup>4</sup> The less frequently used Fittings that make up the remaining 20% of sales are commonly referred to as “C” and “D” items.<sup>5</sup>

Fittings are commodity products produced to American Water Works Association (“AWWA”) standards and specifications. Thus, as a practical matter, there is no meaningful physical difference between Fittings produced by different manufacturers, or between imported Fittings and those manufactured in the United States (“Domestic” Fittings).<sup>6</sup>

Demand for Fittings is driven by housing-related infrastructure construction and by construction of wastewater treatment plants, which in turn are driven by such factors as the rate

---

<sup>1</sup> The term “Fittings,” except where otherwise indicated, refers to Fittings that are 24” or less in diameter. See CX 2260 at 016 (June 15, 2012 Expert Report of Laurence Schumann, Ph.D., (“Schumann Rep.”) at 14 ¶ 28).

<sup>2</sup> CX 2260 at 012-013 (Schumann Rep. at 10-11 ¶¶ 21-23).

<sup>3</sup> Answer of Respondent McWane, Inc., filed February 2, 2012 (“McWane Answer”) ¶ 16.

<sup>4</sup> Bhutada, Dep. at 52.

<sup>5</sup> *Id.* at 53.

<sup>6</sup> CX 2260 at 037 (Schumann Rep. at 35 ¶ 68).

of housing growth, and the age and condition of existing systems.<sup>7</sup> Fittings typically account for less than 5% of the total cost of a waterworks project.<sup>8</sup> Although polyvinyl chloride (“PVC”) pipe and high-density polyethylene (“HDPE”) pipe are potential substitutes for ductile iron pipe, ductile iron Fittings (not PVC or HDPE fittings) are nearly always used in high-pressure waterworks applications,<sup>9</sup> and the prices of those other products do not constrain Fittings prices.<sup>10</sup> Because of the external economic factors driving demand, the absence of any practical substitutes, and the relatively low proportion of overall project cost represented by Fittings, demand for Fittings is inelastic – that is, it is insensitive to changes in price.<sup>11</sup>

## **B. Fittings Suppliers**

There are three major Fittings suppliers in the United States. Respondent McWane, Inc. (“McWane”), Sigma Corporation (“Sigma”), and Star Pipe Products, Ltd. (“Star”) (together, “Suppliers”) collectively accounted for over \_\_\_\_\_ of U.S. Fittings sales in 2008 and 2009.<sup>12</sup>

McWane manufactures, markets and sells products for the waterworks industry, including Fittings. Its subsidiary, Tyler/Union, manufactures Fittings at its Union Foundry in Anniston, Alabama and its Tyler Xian Xian facility in Hebei, China.<sup>13</sup> McWane had a \_\_\_\_\_ share of the

---

<sup>7</sup>

McCullough, IH at 121-122

(Fittings demand correlated to housing starts).

<sup>8</sup> Response No. 22, Respondent McWane, Inc.’s Supplemental Responses to Complaint Counsel’s Requests For Admissions, filed July 16, 2012 (“McWane RFA Responses”).

<sup>9</sup> CX 2260 at 013 (Schumann Rep. at 11 ¶ 23); Webb, Dep. at 63; McWane Answer ¶ 23.

<sup>10</sup> Jansen, Dep. at 70 (price of PVC products not considered in setting Fittings prices); *Id.* at 94 (price of cast iron products not considered in setting Fittings prices).

<sup>11</sup> CX 2260 at 037-038 (Schumann Rep. at 35-36 ¶ 69; Pais, IH at 36-37 (end users not sensitive to prices of Fittings)).

<sup>12</sup>

McWane RFA Response No. 40.

<sup>13</sup> Tatman, IH at 9. Prior to 2008, McWane also operated a third foundry that manufactured Fittings, the Tyler South plant in Tyler, Texas. *Id.* at 9, 49.

United States Fittings market in 2008, and a share in 2009.<sup>14</sup> Until Star's entry in 2009, McWane was the only Domestic Fittings supplier.<sup>15</sup>

Sigma imports and sells Fittings and other waterworks products. Sigma does not own its own foundries, but engages in "virtual manufacturing" whereby it provides significant engineering support to foundries that make its Fittings.<sup>16</sup> Sigma imports Fittings primarily from India and China.<sup>17</sup> Sigma had a share of the United States Fittings market in 2008, and a share in 2009.<sup>18</sup>

Star also sells Fittings in the United States that it imports from India and China.<sup>19</sup> Star had a share of the United States Fittings market in 2008, and a share in 2009.<sup>20</sup>

In addition to McWane, Sigma, and Star, there is a fringe of small importers of Fittings, including Serampore ("SIP"), NAPAC, NACIP, Genesis Imports, and, starting in 2009, Electrosteel.<sup>22</sup> Combined, these fringe sellers represented approximately of the United States

---

14

<sup>15</sup> McWane RFA Response Nos. 10, 12.

<sup>16</sup> Rybacki, Dep. at 158-160.

<sup>17</sup> Box, Dep. at 16. Sigma also imports a small amount of Fittings from Mexico. *Id.* at 16.

18

<sup>19</sup> McCutcheon, IH at 351.

20

<sup>22</sup> CX 2260 at 020 (Schumann Rep. at 18 ¶ 37).

Fittings market in 2008 and 2009.<sup>23</sup> Thus, the Fittings supply market is concentrated among a few major suppliers.

A new entrant into the Fittings business must develop a supply chain and stocking yards throughout the United States, expertise in design engineering, a marketing force, and relationships with Distributors that will carry its products.<sup>24</sup> The entrant would eventually have to develop a full line of Fittings covering thousands of items, have it product tested and certified to conform to AWWA standards, and get on “approved” lists for engineers and municipalities.<sup>25</sup>

### C. End Users

Fittings end users are typically municipalities, regional water authorities, and the contractors they hire to construct waterworks projects (collectively, “End Users”).<sup>26</sup> When a municipality or regional water authority undertakes a waterworks project, it will generally issue specifications for all of the pipes, valves, hydrants, Fittings and related waterworks equipment needed for the project, and seek bids from contractors for its completion.<sup>27</sup> These specifications will identify which brands may be used for the project, as well as whether the project is “open” to either imported or Domestic Fittings (“Open Specification”), or whether Domestic Fittings are

---

<sup>23</sup> (showing combined market share by volume of McWane, Sigma, and Star).

<sup>24</sup> Numerous domestic iron foundries testified – without exception – that they are not in a position to supply finished Fittings to Distributors, and are deterred from entering the Fittings supply business by substantial barriers such as these. *E.g.*, Frazier, Dep. at 68-73; Glidewell, Dep. at 122-123, 125-126; Hall, Dep. at 148-150.

<sup>25</sup> Bhargava, Dep. at 88-89 (describing need to assemble hundreds of fitting patterns); CX 1395 at 003 (Pais describing work involved in developing a full range of Fittings production); Groeniger, IH at 110 (describing customer testing of Star’s new Domestic Fittings); McCutcheon, IH at 47 (describing ACIPCO failed efforts to enter Fittings market); *id.* at 348 (describing testing requirements).

<sup>26</sup> Webb, IH at 47-48.

<sup>27</sup> Gibbs, Dep. at 61-62; Thees, Dep. 138-140; Webb, IH at 156-158.

required.<sup>28</sup> Although Domestic Fittings sold for use in Domestic-only projects are sold at substantially higher prices than those sold into Open-Specification jobs,<sup>29</sup> some projects specify Domestic Fittings because of either End User preference or because they are required by municipal, state, or federal law.<sup>30</sup> Once contractors receive the specifications, contractors will solicit bids and other assistance from independent wholesale waterworks distributors (“Distributors”) who supply the various components for that project.<sup>31</sup>

#### **D. Distributors**

McWane, Sigma, and Star sell Fittings directly to Distributors, which then re-sell the Fittings to End Users.<sup>32</sup> There are two large national Distributors, HD Supply and Ferguson, which have over 215 and 160 locations nationwide, respectively.<sup>33</sup> Together, they account for approximately 50% of all Fittings sales in the United States. The balance of the market for the direct purchase of Fittings is unconcentrated, consisting of a few regional Distributors, with five to 30 branches, and over local Distributors, with one or two locations.<sup>34</sup>

---

<sup>28</sup> Johnson, Dep. at 82-83; Webb, Dep. at 72-74; Thees, Dep. at 18.

<sup>29</sup> *E.g.*, CX 1562 at 002 (comparing McWane’s invoiced prices per ton for Domestic and imported/blended Fittings, and showing Domestic Fittings prices 36% higher than imported/blended Fittings for the first quarter of 2008); CX 1852 at 002 (in December 2009, Sigma announced Fittings multipliers of .46, .58, and .70 for Domestic Fittings, and .27 for the same Fittings if imported).

<sup>31</sup> Thees, Dep. at 139.

<sup>32</sup> Tatman, IH at 77-78; McCutcheon, IH at 8-9 (less than 3% of Star’s sales are made directly to municipalities); Rybacki, Dep. at 27-28 (85 to 90% of Sigma’s sales made to distributors).

<sup>33</sup> Webb, Dep. at 58-59; Thees, Dep. at 11.

Direct sales from Suppliers to End Users are virtually non-existent because Distributors provide important benefits to Fittings manufacturers and End Users.<sup>35</sup> Those benefits include the following:

- Distributors employ sales personnel dedicated to servicing End Users, saving Suppliers from having to employ their own large, nationwide sales forces.<sup>36</sup>
- Distributors handle the full spectrum of waterworks products and provide one-stop-shopping, allowing End Users to buy Fittings, pipe, valves, hydrants, and accessories from a single location. This aggregating function allows Fittings Suppliers to compete for sales without having to enter all of the adjacent waterworks product markets.<sup>37</sup>
- Distributors carry Fittings inventory, freeing up Suppliers' working capital, and stock that inventory at widely dispersed branches, offering much faster service to End Users than a Fittings Supplier selling direct.<sup>38</sup>
- Distributors provide a single point of contact for invoicing and collection, saving Suppliers the transaction costs of managing relationships with multiple End Users, and lessening Suppliers' exposure to End User credit risk.<sup>39</sup>

In any given region, there are likely to be fringe Distributors that may carry some but not all waterworks products or brands, or have less well developed sales and distribution networks and End User relationships. These small fringe players do not provide as much value to Suppliers as more established Distributors.<sup>40</sup>

---

<sup>35</sup> McCutcheon, IH at 41-46;

<sup>36</sup> Coryn, Dep. at 103; Gibbs, Dep. at 65-66; Groeniger, Dep. at 202; Prescott, Dep. at 82; Sheley, Dep. at 127-128; Thees, Dep. at 145-146.

<sup>37</sup> CX 1583; Coryn, Dep. at 102; Groeniger, Dep. at 202; Sheley, Dep. at 127-128; Webb, IH at 135-136.

<sup>38</sup> CX 1583; Groeniger, Dep. at 202; Sheley, Dep. at 127-128; Thees, Dep. at 146.

<sup>39</sup> CX 1583; Coryn, Dep. at 102-103; Groeniger, Dep. at 202; Sheley, Dep. at 127-128; Thees, Dep. at 145-146.

<sup>40</sup> Gibbs, Dep. at 64; Groeniger, Dep. at 153; Prescott, Dep. at 12; Thees, Dep. at 14-15.

### **E. Fittings Pricing**

Published Fitting prices have two components: a nationwide list (or catalog) price, and a regional “multiplier” that reduces the list price. The net published price for a given Fitting item in a given state is the list price multiplied by the then-applicable multiplier for that state. For example, if a Fitting has a \$1,000 list price, and the Virginia multiplier is .37, the published price for that individual Fitting in Virginia will be \$1,000 x .37, or \$370.

The evidence will show that published prices for Fittings are highly transparent. Each major Supplier publishes list prices for its thousands of Fittings items in price books and on its website, and announces multiplier changes through letters that are transmitted via fax or email to Distributors, who quickly forward them to competing Suppliers. Suppliers know that their price letters end up in competitors’ hands and take that into account when drafting their letters.<sup>41</sup>

On a selective basis, McWane, Sigma, and Star will also provide Distributors with discounts from their published price for use on individual jobs, a practice known in the industry as “Project Pricing” (or “Job Pricing” or “Special Pricing”).<sup>42</sup> Because it is not published, Project Pricing is less transparent than the published prices, and a great deal of competition between Suppliers – when it occurs at all – occurs through Project Pricing.<sup>43</sup> Greater frequency of Project Pricing leads to price “instability” and can lower the prevailing transactional price in a given area. This happens when one Supplier offers a Project Price and the other Suppliers seek

---

<sup>41</sup> Minamyer, Dep. at 125-126.

<sup>42</sup> The final price paid by a distributor may also be affected by freight allowances, credit or prompt-payment terms, or incentive rebate programs. Tatman, Dep. at 16-17.

<sup>43</sup> Tatman, Dep. at 27.

to match or beat it. As other Distributors in the region learn of the new price, they demand the same discount in order to be competitive on bids for the same job.<sup>44</sup>

McWane and the other Fittings Suppliers are aware that their pricing and output policies are interdependent.<sup>45</sup> Because Fittings are commodity products manufactured to standard, industry-wide specifications, Distributors' purchase decisions are based almost entirely on price, and a Supplier cannot sustain a price increase unless the other Suppliers follow suit.<sup>46</sup> Similarly, if one Supplier competes aggressively with Project Pricing, the others must meet that Supplier's price or risk losing business.<sup>47</sup> When McWane announces an increase in its list prices or published multipliers, Sigma and Star nearly always follow the increase with identical published price increases of their own.<sup>48</sup> Despite typically following the industry's *published* prices, Star has traditionally been considered the most aggressive of the big three Suppliers when it comes to Project Pricing.<sup>49</sup>

## II. CHALLENGED CONDUCT

The evidence will show that McWane engaged in two distinct courses of illegal and anticompetitive conduct, first starting in January 2008. Part A will discuss McWane's involvement in a series of agreements with its main rivals, Sigma and Star, to stabilize and raise Fittings prices above competitive levels. Part B will discuss McWane's illegal course of conduct

---

<sup>44</sup> Tatman, Dep. at 27; Napoli, Dep. at 84-85.

<sup>45</sup> CX 2260 at 027 (Schumann Rep. at 25 ¶ 46).

<sup>46</sup> See CX 1189 (Sigma canceling issuance of new price list in January 2008 after McWane did not follow); CX 0527 (Star putting previously announced price increase on hold in May 2008 following McWane's May 7, 2008 announcement).

<sup>47</sup> Tatman, Dep. at 27.

<sup>48</sup> Bhutada, Dep. at 100-103; McCutcheon, Dep. at 21.

<sup>49</sup> E.g., Tatman, IH at 232-234; CX 0105 at 001 ("Star has historically shown they will just continue incremental discounting down to the point where they're selling near breakeven.").

designed to protect its dominant Domestic Fittings position. The evidence will consist primarily of contemporaneous documents from the Suppliers' own files.

**A. McWane Agreed to Restrain Price Competition in the Fittings Market**

McWane had long been the dominant Fittings supplier in the United States. But over time, importers Star and Sigma began eating away at McWane's dominant market share. They did so with a combination of price and service, but particularly with more nimble sales forces that were empowered to discount prices for specific projects. McWane preferred stable and transparent prices and did not like the importers' Project Pricing. It had a smaller sales force and limited its ability to offer individual discounts.

During 2007, as the "Great Recession" began, the Fittings industry experienced a period of declining demand, declining prices, and increased costs, thus creating the conditions that motivated McWane to orchestrate a price-fixing conspiracy.<sup>50</sup> Fittings market growth, which had been fueled by the housing boom, began to wane. In an effort to maintain sales volume, Star competed vigorously, expanding its use of Project Pricing, which had previously been primarily reserved for wastewater treatment plant projects.<sup>51</sup> McWane's David Green decided "to respond aggressively with equally low pricing."<sup>52</sup> McWane's profits declined as it chased prices down, and its CEO, Ruffner Page, fired Mr. Green and restructured the Fittings business.<sup>53</sup> Mr. Page placed Rick Tatman in charge of McWane's Fittings business.<sup>54</sup>

---

<sup>50</sup> Tatman, IH at 183-184; CX 0627 at 001 ("Net pricing in 2007 lagged inflation due to pressure on volume.").

<sup>51</sup> Pais, Dep. at 80-83.

<sup>52</sup> CX 2118 at 002.

<sup>53</sup> CX 2118 at 001-002; Pais, Dep. at 205-209.

<sup>54</sup> Tatman, Dep. at 10-12.

Mr. Tatman developed a plan to turn McWane's Fittings business around.<sup>55</sup> McWane could not unilaterally raise prices or refuse to engage in Project Pricing because it would lose sales to its competitors. Instead, Mr. Tatman needed Sigma and Star to join McWane. The evidence will show that McWane thus embarked on a carefully charted course of invitations to collude, unlawful agreements, and information exchanges designed to raise and stabilize supracompetitive prices of Fittings.

**1. McWane Communicated to its Competitors the Need to Change Industry Pricing Practices**

Although McWane and Sigma are direct competitors in the Fittings industry, Victor Pais, Sigma's CEO, and Mr. Page fostered "a very trusting relationship" over the years.<sup>56</sup> At a long in-person meeting between the two in September 2007, Mr. Page described the "major changes he initiated to respond to the weak market conditions," and made it clear to Mr. Pais that McWane wanted to reestablish higher, stable prices for Fittings.<sup>57</sup> He told Mr. Pais that the profits and volume of McWane's Fittings business were down, and that he had terminated Mr. Green's employment due to Mr. Green's decision to compete aggressively with Star's low-price strategy.<sup>58</sup>

---

<sup>55</sup> CX 1702; CX 0627.

<sup>56</sup> CX 1163 at 007; Pais, Dep. at 199; Page, Dep. at 30-31; CX 2118 at 003 (Pais: "I have a strong personal relationship with Ruffner Page as we have helped each other in many ways and he is a person, who if he trusts some one, will be open for not only discussion but any business opportunity if it is in the interest of both McWane and the industry.").

<sup>57</sup> CX 2118 at 001.

<sup>58</sup> Pais, Dep. at 207-209; CX 2118 at 002 ("[D]uring the last two years [Green's] performance declined, largely because of the market and competitive factors. In [Fittings], largely due to Star's low pricing and [Green's] decision to respond aggressively with equally low pricing as the import pricing, [McWane's] profits and volume went down.").

Like McWane, Sigma and Star faced declining sales volume, but their margins were coming under additional pressure because they imported Fittings from China, where raw materials prices and other costs were increasing.<sup>59</sup> McWane was keenly aware of its growing cost advantage, as were Sigma and Star. In early December 2007, Mr. Pais worried in an email to colleagues that McWane might seek to “keep[] [Fittings] prices down during our rise in costs.”<sup>60</sup>

To cover their rising costs, Sigma and Star sought to raise prices in late 2007. On October 23rd, Sigma announced it would issue a new price list in early 2008.<sup>61</sup> Star followed with an announcement of its own.<sup>62</sup> But McWane remained silent as 2007 came to a close, and did not announce that it would follow its competitors’ list price changes.<sup>63</sup> Project Pricing by Sigma and Star (*i.e.*, discounts from published prices), had been the driving force behind recent price erosion, and so in exchange for higher published prices, McWane wanted its competitors to commit to stable pricing at published levels.

## **2. McWane Developed a Plan to Fix Prices for Fittings**

The evidence will show that McWane developed a multi-stage plan to conspire with its Fittings rivals, Sigma and Star, in order to achieve market stability and higher prices.<sup>64</sup> Tasked with turning the Fittings business around, Mr. Tatman knew that achieving McWane’s goal of

---

<sup>59</sup> Pais, Dep. at 39-40; McCutcheon, IH at 402-404; CX 0627 at 001. Because U.S. scrap metal prices were not rising as much as overseas prices, McWane’s cost of domestic production was not going up at the same rate, giving it a cost advantage.

<sup>60</sup> CX 2119 at 001.

<sup>61</sup> CX 0607.

<sup>62</sup> CX 0627 at 013-014.

<sup>63</sup> CX 1702 (Tatman: “I don’t believe with our silence and Star’s push announcement that Sigma will hold to their Jan 2nd effective date so we have some time to get it right.”).

<sup>64</sup> CX 1702; CX 0627.

price stability would require coordination and cooperation with Sigma and Star.<sup>65</sup> He observed that “our past attempts to drive stable pricing haven’t been too successful,” but concluded that McWane’s newfound cost advantage (“China inflation out pacing domestic costs”) might put McWane in a position of strength from which to enforce a new agreement.<sup>66</sup> In a December 22, 2007 email to his boss Leon McCullough, Mr. Tatman previewed his plan:

Given both the change in the Tyler/Union leadership structure and the accelerated inflation in China compared to Domestic cost, I believe we’re in a unique position to help drive stability and rational pricing with the proper communication and actions.

I have a concept that I believe will work if properly executed.<sup>67</sup>

Mr. Tatman delivered his full plan as part of a January 6, 2008 slide presentation. In a slide expressly labeled “Desired Message for the Market & Competitors,” he outlined the “Tatman Plan” for stability and rational pricing:

- McWane, Sigma, and Star would implement multiplier price increases “in stepped or staged increments.”<sup>68</sup>
- After the first increase, McWane would support the next increase only if Sigma and Star curtailed Project Pricing, resulting in overall price stability.<sup>69</sup>
- Sigma and Star would remove “price authority away from line sales and customer service personnel to add discipline to the process.”<sup>70</sup>
- McWane, Sigma, and Star would develop and implement a strategy for increasing transparency in the market.<sup>71</sup>

---

<sup>65</sup> CX 0627 at 004-005; Tatman, Dep. at 84-85.

<sup>66</sup> CX 2327.

<sup>67</sup> CX 1702.

<sup>68</sup> CX 0627 at 004.

<sup>69</sup> CX 0627 at 004; Tatman, Dep. at 84-85.

<sup>70</sup> CX 0627 at 004; Tatman, Dep. at 84-85.

<sup>71</sup> CX 0627 at 004 (“[McWane] will encourage/drive both price stability and transparency”).



The principal means of delivering this “message to competitors” would be through McWane’s pricing letters to its customers.

### **3. To Reinforce Its Ability to Discipline the Market, McWane Communicated Its Cost Advantage to Sigma and Star**

The evidence will show that McWane needed to make sure its competitors understood its cost advantage and the harm that McWane could inflict on them if they if they did not go along with the Tatman Plan. McWane’s own documents show Mr. Tatman observing that “our ability to stabilize the market is tied to our competitor’s perception of our cost structure and our ability to sustain aggressive pricing if our share position is threatened.”<sup>72</sup> To convey this information, Mr. Page sent an email directly to Mr. Pais on January 4, 2008 offering to sell Sigma Fittings that McWane produced in the United States.<sup>73</sup> The price McWane offered to Sigma was below

<sup>72</sup> CX 1565 at 001; *see also* CX 1571 at 001 (“[S]upplying that quote should reinforce the point that with the DISA and our TXX facility we’re in a very different competitive cost game than what they’ve been used to with us.”).

<sup>73</sup> CX 1113 at 001 (“It has occurred to me that with China costs rising and us having excess time available on our DISAS around the plants, we could supply you with small compact fittings at a competitive price.”).

McWane's total cost of production, and calculated to be below what McWane understood Sigma's landed cost of production to be.<sup>74</sup> Through this offer, McWane successfully communicated that it was the low cost Fittings producer, had excess capacity, and would be a dangerous rival if Sigma and Star did not play by its rules.<sup>75</sup>

Although the channel of communication is unclear, Star also became aware of McWane's offer to sell low-priced Fittings to Sigma, and understood the intended message.<sup>76</sup> Star's Mr. McCutcheon understood that, from McWane's perspective, the point of the buy/sell exercise was for McWane to demonstrate to Sigma its capacity to compete aggressively if forced in that direction: "My guess is [McWane] took these orders to make a point. During the negotiation, [McWane] stated that they are now the low cost producer and said they could prove it. I think there is some exaggeration in this statement, but I believe the core point."<sup>77</sup>

#### **4. Phase One of the Tatman Plan: Partial Multiplier Increases in Exchange for Reduction in Project Pricing**

McWane did not follow the list price increases announced by Sigma and Star in late 2007. Instead, in a January 11, 2008 pricing letter ostensibly directed to customers (but in reality, an invitation to collude directed to McWane's competitors), McWane announced that it would be retaining its current list prices, increasing multipliers by 10-12% (much less than the

---

<sup>74</sup> CX 1565 at 001; *see also* CX 1117 (Tatman February 1 email to Pais providing specific pricing); CX 1183 at 001 (Page, January 29: "The Chinese importers in water works fittings are seeking price increases are we are now in a position to resist. In fact I have offered to make 'A' items for an importer at the same price they can bring in it in.").

<sup>75</sup> CX 1142 at 002 (Pais describing McWane quote as an "interesting and revealing price" that suggests a McWane cost advantage over Sigma).

<sup>76</sup> Mr. McCutcheon testified unconvincingly that he gathered this information from an unnamed Star sales person, who in turn learned it from a customer. McCutcheon, Dep. at 219. Either way, the message was delivered.

<sup>77</sup> CX 0534 at 001.

25% sought by Sigma), and ending Project Pricing.<sup>78</sup> The modest size of McWane’s price increase was not motivated by generosity toward its customers – rather, it was consistent with the Tatman Plan’s strategy of implementing price increases in stepped or staged increments. The intent was to reduce its coconspirators’ ability and incentive to cheat by limiting the headroom between the conspiracy price and the competitive price.<sup>79</sup> McWane offered to “announce another multiplier increase within the next six months,” but stated it would “only do so as conditions require” – *i.e.* depending upon Sigma’s and Star’s assent to the Tatman Plan, and in particular the elimination of Project Pricing.<sup>80</sup>

The evidence will show that the January 11, 2008 letter was the “Message to Competitors” envisioned by the Tatman Plan. Indeed, drafts of this letter, which contained even stronger suggested messages to competitors, were part of the Tatman Plan’s January 6, 2008 presentation.<sup>81</sup> Moreover, the letter did not contain the most basic information customers needed – the actual new prices; those were communicated in price increase letters a week later.<sup>82</sup>

---

<sup>78</sup> CX 2172 at 002 (“[I]t is [McWane’s] intention going forward to sell all products *only* off the newly published multipliers.” (emphasis added)); CX 0038 (Star had a copy by January 14, 2008); CX 1291 (Sigma had a copy by January 14, 2008).

<sup>79</sup> CX 2327 (email from Walton to Tatman, stating, “I like your strategy of giving them half of what they want to try to prevent cheating and fire sales.”).

<sup>80</sup> CX 2172 at 002; Tatman, Dep. at 94-96, 97-98; Jansen, Dep. at 250-251; CX 1178.

<sup>81</sup> CX 0627 at 006 (“Stronger Language” draft letter acknowledging that higher price levels “provide value to the industry” but that “the industry’s . . . best interests” are not served by increases “at levels that are not supported”); *id.* (alternate “Stronger Language” draft letter stating that although the increase is “significantly lower than what has been communicated by another supplier,” McWane does not “believe your best interests are served by publishing increases that in turn are not supported, leading to instability and ultimately erosion of market level pricing”); *id.* at 007 (“Softer Language” draft letter); *see also* CX 0375 (January 8 draft stating that future efforts will be made as required “to support Distribution and stable market conditions”).

<sup>82</sup> *E.g.*, CX 0896 at 001.

Sigma and Star followed McWane's new multipliers,<sup>83</sup> and both accepted McWane's invitation to curtail Project Pricing.<sup>84</sup> Mr. Pais explicitly recognized McWane's January 11, 2008 invitation to collude as "an opportunity for SIGMA and Star to . . . demonstrate to [McWane] that we are capable of being part of a stable and profitability conscious industry."<sup>85</sup> Sigma's CEO, Mr. Pais, urged his President of Sales:

TO INITIATE A NEW COMMITTED AND SERIOUS EFFORT TO NORMALIZE ALL PRICING FOR FITTINGS – AT SAME LEVELS [as McWane] – PW AS WELL AS OTHER ORDERS, TO ELIMINATE THE CONFUSION WE ARE CREATING WITH CUSTOMERS AND COMPETITORS, LEADING TO LOWER OVERALL PRICING LEVELS.<sup>86</sup>

Mr. Rybacki testified that Mr. Pais's reasons for "normalizing" prices were:

Because Star's pricing was ruining the market; and as a result, it was upsetting the gorilla in the room, which was [McWane], because they're the biggest, McWane's the biggest, and it was obviously hurting us as well; and that's the reason why he wanted us to normalize or try to standardize on the list and multiplier to create some kind of stability.<sup>87</sup>

In its January 29, 2008 multiplier increase letter, Sigma included a line that appeared directly intended for McWane, promising that it was "committed to make this a more profitable

---

<sup>83</sup> CX 1189 at 002 (Sigma January 29 announcement matching McWane); CX 1566 at 001 (Star January 31 email to customer that it will match McWane); CX 2336 at 001 (Star February 6 announcement).

<sup>84</sup> CX 0752 at 001 (Star, January 22: "Our goal is to take a price increase and to stop project pricing" and "all project pricing has to go through me . . . This is an effort to do the right thing for the industry."); CX 1145 at 001 (Sigma January 24: "NORMALIZE ALL PRICING FOR FITTINGS").

<sup>85</sup> CX 1145 at 001.

<sup>86</sup> *Id.*

<sup>87</sup> Rybacki, Dep. at 229.

business for all.”<sup>88</sup> Later, concerned that McWane might doubt its commitment to the elimination of Project Pricing, Sigma drafted a more explicit letter to customers, intended to earn McWane’s “TRUST and CONFIDENCE in our plan to improve the industry,”<sup>89</sup> and stating that Sigma would “cease to use any varying ‘special’ pricing.”<sup>90</sup> Star adhered to the Tatman Plan’s dictate to take “price authority away from line sales and customer service personnel to add discipline to the process.”<sup>91</sup> Star centralized pricing authority with its National Sales Manager, Matt Minamyner, and limited the ability of its sales force to offer discounts.<sup>92</sup>

Evidence introduced at trial will show that absent concerted action, the unilateral abandonment of Project Pricing would have made no economic sense for any one of the Suppliers, and would have led them to lose business to their competitors’ Project Pricing. The Suppliers acknowledged this in contemporaneous documents and testimony. Mr. Tatman stated from the outset that his Plan would only work “with the proper communication and actions.”<sup>93</sup> Mr. Pais of Sigma echoed this, explaining that Sigma “will NOT – and can NOT – do this unilaterally,”<sup>94</sup> and Star’s National Sales Manager testified that Star knew that it needed its competitors to participate in any effort to stabilize prices.<sup>95</sup> Indeed, Star’s strategy and the key to

---

<sup>88</sup> CX 1189 at 002; Rybacki, Dep. at 219-221.

<sup>89</sup> CX 1138 at 001.

<sup>90</sup> CX 1138 at 004.

<sup>91</sup> CX 0627 at 004.

<sup>92</sup> CX 0752 at 001 (“All project pricing has to go through me.”). McWane also centralized pricing authority in January 2008, creating a new “pricing coordinator” position for Vincent Napoli and removing pricing authority from McWane’s field sales team. Napoli, Dep. at 43-45.

<sup>93</sup> CX 1702.

<sup>94</sup> CX 1137 at 001.

<sup>95</sup> Minamyner, Dep. at 141-142 (“Q: In other words, you would need your competitors to participate in an effort to stabilize prices? A: We believe that to be true.” (objections omitted)).

its success had been its willingness to underprice its larger rivals by offering discounted Project Pricing. Centralizing pricing authority and curtailing Project Pricing was a change in strategy for Star that Mr. Minamyer rationalized to his sales force: “This is an effort to do the right thing for the industry.”<sup>96</sup> Star executives now acknowledge that the company’s change of course was “irrational,” “bizarre,” and contrary to its traditional practice of using Project Pricing to gain market share.<sup>97</sup>

After both Sigma and Star had accepted and begun to implement the terms of the Tatman Plan, Mr. Pais visited Star to exhort its compliance with the scheme. Mr. Pais of Sigma explained to Mr. McCutcheon of Star that if both firms kept their actual prices close to McWane’s published price, then McWane would “treat us better and we could live happily ever after.”<sup>98</sup> Mr. Pais assured Star of his intention to comply with the scheme, and urged Mr. McCutcheon to do the same.<sup>99</sup>

Evidence at trial will show that compliance with phase one of the Tatman Plan was not perfect and that all Project Pricing did not stop, but that was to be expected. As McWane’s Executive Vice President Leon McCullough observed when told that Star had foresworn Project

---

<sup>96</sup> CX 0752 at 001.

<sup>97</sup> McCutcheon, IH at 452 (“Q. Is it fair to say that telling customers that there is no more project pricing, is that an unusual step for Star? A. It’s bizarre . . . it’s irrational . . . .”); McCutcheon, Dep. at 152-153 (“Q. And you thought it was unusual, to say the least, for Mr. Minamyer to say that Star was going to stop project pricing. Right? A. Yes, sir. Q. In fact, project pricing was a core part of Star’s sales strategy at this point in time, was it not? A. Yes, sir. Q. You had grown market share by offering project pricing and undercutting your competitors prior to this time. Am I right? A. Yes, sir”); Berry, Dep. at 103-104 (“Q. You had never seen it before this e-mail came out? A. No. Q. . . . [Y]ou have never seen it since that e-mail came out? A. I do not recall seeing it since it came out.”).

<sup>98</sup> McCutcheon, IH at 226-231, 249-251; CX 1122 (scheduling meeting).

<sup>99</sup> McCutcheon, IH at 226-231, 249-251.

Pricing following McWane's January 11 letter, "[t]he first tentative baby steps are encouraging but the proof will be in 'saying no' to customer requests for special pricing."<sup>100</sup>

When the parties detected Project Pricing, they complained to each other about such cheating. For example, on March 8, 2008, soon after the new price increases became effective, Mr. Tatman of McWane complained to Sigma about continued Project Pricing in the market. Mitchell Rona, Vice President of Operations for Sigma, relayed Mr. Tatman's message to Mr. Pais and Mr. Rybacki, Sigma's VP of Sales: "[Tatman] says he hears that some of the new prices in the market are being compromised with deals. He hopes the market will improve and hopes [we] do our part."<sup>101</sup> Similarly, on March 6, 2008, Sigma's Branch Manager for the Southwest Region asked: "Can Larry [Rybacki] make a call and see if this [Project Pricing by McWane] can be stopped."<sup>102</sup> Tellingly, a Sigma manager responded that "Jim should not write that last sentence!"; but no one admonished him that such a call was not possible or inappropriate.<sup>103</sup>

McWane's own admissions will show that this agreement was effective and that the Tatman Plan was successfully implemented. McWane's rivals centralized pricing authority and reduced discounting industry-wide, resulting in higher prices. In his Executive Report for the first quarter 2008, Mr. Tatman reported:

Based on our competitive feedback log, the level of multiplier discounting by both Star and Sigma appears to have died down significantly. As we understand it, both have removed pricing authority from the front line sales team and pushed it up higher within their organizations. Discounting is still available, but it now requires a more structured decision process . . . .

---

<sup>100</sup> CX 0178 at 001.

<sup>101</sup> CX 1124 at 002.

<sup>102</sup> CX 1726 at 001.

<sup>103</sup> *Id.*

With costs continuing to rise in China, Sigma has recently been putting out feelers on executing another price increase. Their communications appear to be testing our acceptance or resistance to supporting their prior announced then retracted January list price increase.<sup>104</sup>

Star also observed that McWane and Sigma were following through with the reduction in Project Pricing, with a Division Manager reporting to Mr. Minamyer that “they have been pretty discipline[d] in my Division” and “everyone seems to be playing fair.”<sup>105</sup>

**5. Phase Two of the Tatman Plan: Additional Multiplier Increases Conditioned on Increased Transparency through the DIFRA Information Exchange**

The evidence at trial will show that McWane needed increased market transparency so that it could monitor industry market shares and detect cheating. Establishing such transparency would become the condition to McWane’s agreement to a second price increase. Thus, in February 2008, Mr. Tatman and Sigma’s Mr. Rybacki agreed to restart efforts to form a “trade association” called the Ductile Iron Fittings Research Association (“DIFRA”).<sup>106</sup> Through DIFRA, the Fittings Suppliers would exchange information necessary to the functioning of their price-fixing agreement.

As early as 2005, McWane, Sigma, and Star had discussed forming DIFRA.<sup>107</sup> From the beginning, DIFRA’s purpose was to use the guise of a standard-setting trade association to reduce competition and stabilize prices.<sup>108</sup> Advised by counsel that DIFRA’s information

---

<sup>104</sup> CX 1564 at 005; *see also* Tatman, Dep. at 117-118.

<sup>105</sup> CX 0856 at 001.

<sup>106</sup> CX 0179.

<sup>107</sup> CX 1473; Brakefield, Dep. (Vol. 1) at 11, 12.

<sup>108</sup> CX 1473; Saha, Dep. at 72-75 (in 2004, Mr. Pais explained to Mr. Saha, a small Fittings supplier, that “it is hurting the business, all of us trying to compete,” and that Mr. Pais was seeking to organize DIFRA for the purpose of ‘stabilizing prices.’”).

exchange would need at least four members to avoid antitrust concerns,<sup>109</sup> McWane, Sigma, and Star brought on a sham fourth member, U.S. Pipe (no longer a Fittings producer), in an effort to hide their illegal activity.<sup>110</sup>

Notwithstanding the DIFRA bylaws that extolled the trade association's many potentially procompetitive purposes, DIFRA's only activity was to operate the information exchange. By April 2008, McWane, Sigma and Star had agreed to exchange data regarding its Fittings shipment tonnage for 2006, 2007, and the first four months of 2008 by "no later than" May 15, 2008.<sup>111</sup> The accounting firm Sellers, Richardson, Holman, and West ("SRHW") was engaged to aggregate the data and return reports reflecting U.S. Fittings shipments in various categories.<sup>112</sup> Going forward, by the fifteenth day of each month, each member was to report its prior month's tons shipped of Fittings.<sup>113</sup>

Apparently believing that it had fulfilled the requirements of Phase 2 of the Tatman Plan, Sigma jumped the gun and began distributing a new multiplier price increase letter the same day

---

<sup>109</sup> CX 2272 (counsel advising "With four, you can just barely justify it.").

<sup>110</sup> U.S. Pipe had stopped manufacturing Fittings years before, and the small number of Fittings that it sold were supplied to it largely by Sigma. McWane, Sigma, and Star ignored the fact that U.S. Pipe's annual sales were below the minimum required for DIFRA membership, and permitted U.S. Pipe – with its negligible sales – to participate as a member of DIFRA. *See* Brakefield, Dep. (Vol. 1) at 128-129; CX 0048 at 001-002; CX 0313 at 004.

<sup>111</sup> CX 1479. McWane had initially hoped to include dollar sales as well as tons, which would allow each firm to determine how their average price per ton compared with the industry average. Brakefield, Dep. (Vol. 1) at 109 (McWane proposed exchanging sales dollars information); CX 1333 at 007 (draft reporting form showing dollar value of net sales); CX 1331 at 002 (McWane submission from early 2007 showing dollars); CX 1467 at 004 (same for Sigma).

<sup>112</sup> CX 1479 at 001.

<sup>113</sup> *Id.*

that McWane, Sigma, and Star reached agreement on DIFRA's reporting procedures.<sup>114</sup> The increase was to be effective on May 19, 2008, four days after the first DIFRA report would be issued.<sup>115</sup> On May 7, 2008, Star announced multiplier price increases that matched Sigma's.<sup>116</sup>

The evidence will show that Mr. Tatman studied Sigma's April price increase announcement. Contrary to the Tatman Plan's strategy of price increases occurring in stepped or staged increments, Mr. Tatman concluded that Sigma's large proposed price increase was undesirable as it would likely lead the industry back to Project Pricing and hence "instability."<sup>117</sup> Although the parties had tentatively agreed to share their information, no data had been exchanged yet. Mr. Tatman and his boss Mr. McCullough agreed to wait "until the DIFRA data is available before announcing any price actions."<sup>118</sup>

To address Sigma's and Star's "misperceptions" and reinforce its message that price increases were contingent on Sigma and Star actually submitting the DIFRA data, Mr. Tatman drafted another letter that was ostensibly directed to customers, but was actually a communication to Sigma and Star.<sup>119</sup> The result was a May 7, 2008 McWane "pricing" letter to customers that did not, in fact, communicate any change in McWane's prices.<sup>120</sup> Instead, this

---

<sup>114</sup> CX 0862 (Star, dated April 25 at 4:00 pm: "Here is the Sigma fitting increase letter that just hit the streets today.").

<sup>115</sup> CX 0862 at 001; CX 0137.

<sup>116</sup> CX 0816; CX 0817; CX 0818; CX 0819; CX 0820; CX 0821; CX 0822; CX 0823.

<sup>117</sup> CX 0137.

<sup>118</sup> Tatman, Dep. at 132; CX 0137.

<sup>119</sup> *Id.* at 002; *see also* Tatman, Dep. at 34-36 (noting that competitors receive each other's customer letters).

<sup>120</sup> CX 0138.

coded letter communicated that McWane would not yet follow the price increase, and that it would support higher prices only after it received the DIFRA report:

Before announcing any price actions, we carefully analyze all factors including: domestic and global inflation, market and competitive conditions within each region, as well as our performance against our own internal metrics. *We anticipate being able to complete our analysis by the end of May.* At that point, we will send out letters to each specific region detailing changes, if any, to our current pricing policy.

For planning purposes only, we expect for regions with a change that multipliers will increase in the range of 6% up to 16% effective June 16<sup>th</sup>.<sup>121</sup>

McWane’s customers, to whom the letter was purportedly addressed, will testify at trial that, to them, this language was meaningless “fluff.”<sup>122</sup> The factors McWane claimed it would “analyze” in no way help Distributors run their business and were never before, and never after, included in pricing letters.<sup>123</sup> Only Sigma and Star were aware that McWane was scheduled to receive DIFRA data “by the end of May,” and intended to use this data to evaluate company “performance” against “internal metrics.”

The evidence will also show that Star understood McWane’s message loud and clear: McWane would not agree to increase prices until it had the actual DIFRA data in hand. Within hours of receiving McWane’s coded letter, Star’s Mr. McCutcheon confirmed to the other

---

<sup>121</sup> CX 0138 (emphasis added). Drafts of the letter further confirm that Mr. Tatman sought to convey, in veiled language, that McWane would support higher prices only after it had the opportunity to analyze the DIFRA data. One draft went so far as to state “We are *currently waiting on updates* for several factors [influencing prices]” – an even clearer reference to the anticipated DIFRA data. CX 0137 at 002 (emphasis added).

<sup>122</sup> Sheley, Dep. at 153 (“Q. But the previous paragraph has no meaning to you? A. No. In my words, that’s fluff.”).

<sup>123</sup> Sheley, Dep. at 152-153; Groeniger, Dep. at 231, 233-234; Coryn, Dep. at 124-125; Webb, Dep. at 105-106; Thees, Dep. at 96.

DIFRA members, including Mr. Tatman, that Star would submit its data.<sup>124</sup> Indeed, when Star finally submitted the data to SHRW on June 5, 2008,<sup>125</sup> it notified Sigma by email that it had done so, and openly acknowledged the *quid pro quo* agreement by repeating back the language in McWane's May 7, 2008 invitation to collude:

Good morning Mr. President. I just sent our info in. Sorry it took so long, but we were "carefully analyzing all factors including: domestic and global inflation, market and competitive conditions within each region, as well as performance against our own internal metrics." (Does that look familiar?).<sup>126</sup>

McWane's own pricing behavior at this time will further establish the illegal *quid pro quo* agreement set forth in McWane's May 8, 2008 letter. Although they had told the market to expect a price increase effective June 16, when there was a delay in the DIFRA data submissions,<sup>127</sup> McWane executives McCullough, Tatman, and Walton agreed that McWane would "stand pat until market share info is available" before announcing a price increase.<sup>128</sup> This decision was designed to actively reinforce the *quid pro quo* message: "[a]lthough somewhat painful to the bottom line in the short term, . . . [it] would re-inforce the message we've been trying to drill in which when successful will pay long term dividends."<sup>129</sup> Less than an hour after McWane received the first DIFRA report from SRHW, Mr. Tatman examined it and circulated a rough analysis concluding that the "data [was] accurate within reason."<sup>130</sup> *Later*

---

<sup>124</sup> CX 0863 at 001 (Star receives McWane letter at 1:06 p.m.); CX 1085 at 001 (Star confirms it will submit DIFRA data at 4:12 p.m.).

<sup>125</sup> CX 0049.

<sup>126</sup> CX 1086; McCutcheon, IH at 311-313.

<sup>127</sup> CX 1186 at 001.

<sup>128</sup> *Id.*

<sup>129</sup> CX 1186 at 001; *see also* Tatman, Dep. at 136.

<sup>130</sup> CX 0139 at 001.

that same day, June 17, 2008, McWane upheld its end of the bargain and announced an eight percent price increase for Fittings, effective July 14.<sup>131</sup> Sigma and Star quickly followed the McWane price increase.<sup>132</sup>

The evidence will also show that absent the pricing agreement, it would not have been in Sigma's or Star's unilateral interest to participate in DIFRA because the DIFRA market share data would show McWane that it had lost market share to them, inviting reprisals.<sup>133</sup> Indeed, Star was openly reluctant to participate.<sup>134</sup> The understanding that had been established among the competitors, however, transformed what would have been a senseless and dangerous unilateral action into a calculated, profitable, concerted one.

Finally, the evidence will also show that the DIFRA information exchange effectively permitted the Suppliers to determine whether loss in sales volume was due to overall market conditions or due to "cheating" by competitors. In a letter from Sigma's CEO to its lenders, Mr. Pais explicitly explained how DIFRA helped stabilize prices and preserve strong gross margins despite the difficult Fittings market in 2008:

In Fittings, there are effectively 3 – McWane, Sigma and Star – and all suffer from the same challenges and there seems to be a great desire to improve the pricing and *each one has demonstrated thru a reasonable amount of discipline, even being protective of our respective market share.* This is where the monthly market size data produced by DIFRA, an association that SIGMA helped

---

<sup>131</sup> *Id.*; CX 1576; Tatman, Dep. at 155.

<sup>132</sup> CX 1576; CX 2252; CX 1851; CX 1734; CX 2253; CX 2254; CX 2255.

<sup>133</sup> *E.g.*, CX 2068 (McWane learned from DIFRA data that Star and Sigma had taken more of McWane's share than previously thought).

<sup>134</sup> CX 1092 at 001 (Pais observing that data was submitted only "after a fair amount of unease by Star"); CX 1187 (Tatman noting that "at least one member is being somewhat drug to the party"). As Star's President Mr. McCutcheon later explained, he feared that DIFRA "would be a subterfuge to obtain Star Pipe's pricing and sales information in order for McWane to attempt to damage Star Pipe in the future." CX 0807 at 001 (McCutcheon Decl. ¶ 1).

to form, with 4 member suppliers fro [sic] Fittings (one, US Pipe, actually is not a producer anymore, but a small player buying almost all their needs from SIGMA), *helps maintain the pricing discipline, as the market and market share data point to a relatively consistent and stable market pattern. It has helped us not to allow the sharp market decline to be mistaken as a 'loss of market share', which mostly causes price reaction.* Our [Gross Margins] have continued to be strong, throughout the year, even as the volumes have been weak.<sup>135</sup>

Mr. Pais' admissions will also be supported by McWane's own admissions and financial documents. According to Mr. Tatman's Second Quarter Executive Committee Report, the level of Project Pricing had slowed over the past several months.<sup>136</sup> McWane's Fittings profits were up over \$10 million on pricing gains even as volumes fell 24%.<sup>137</sup> Given this success, Mr. Tatman continued to ensure that all members made timely submissions to the DIFRA accounting firm, and on several occasions, he contacted DIFRA members directly when he suspected that reports had not yet been submitted.<sup>138</sup>

## **6. Trust Between the Conspirators Breaks Down**

The evidence will show that McWane, Sigma, and Star watched each other warily for signs of "cheating" through the Summer and early Fall of 2008. By August, the housing market

---

<sup>135</sup> CX 0313 at 004 (emphasis added); *see also* Pais, IH at 80-87; CX 1077 at 002 ("[A]ll competitors are shaken by the sever[e] decline in the market volume and thanks to the DIFRA data, the 3 are somewhat reassured that it's the market weakness that's costing them volume and they are not losing to the competition."); Pais, Dep. at 307-308 ("To Sigma, it really helped to know that our loss of volume and the decline of volume compared to previous, or our targets, was a result of the market and not to – yes."); CX 1092 (Pais describing DIFRA).

<sup>136</sup> CX 1562 at 004 ("We continue to track the level of confirmed discounting and job pricing within our competitive action file. The level of activity appears to have slowed over the past several months. . . . Both Sigma & Star have communicated support of the July 14th price increase.").

<sup>137</sup> CX 2145 at 006 ("Utility Fittings have contributed an additional \$5,209K of gross profits. This is in spite of a 24% reduction in volume. Pricing gains, primarily on the domestic product have contributed an additional \$10,115K of gross profits.").

<sup>138</sup> CX 2447; CX 2448.

had declined precipitously,<sup>139</sup> creating additional pricing pressure and testing the conspiracy.<sup>140</sup>

When Mr. Tatman heard about his competitors not adhering to the published pricing, he contacted them. For example, on August 22, 2008, Sigma's Mitchell Rona forwarded Mr. Tatman's complaints about Sigma's and Star's prices to the Sigma people responsible for setting prices: "Guys, Rick [Tatman] was upset by the numbers in Florida and California based on what he has seen from us and Star. He said the .26 and .30 were available from us both without any second thought."<sup>141</sup>

Star had limited its Project Pricing to those situations where there was proof that competitors were "cheating on the fitting deal."<sup>142</sup> Star's Southwestern Division Manager Shaun Smith reminded his sales force that "If [your customers] give you proof the other guys are cheating, then we will match!"<sup>143</sup> When a Star regional sales manager received reports of Project Pricing by McWane, he reminded his sales force:

*We need to stay on the high road, but with our relationships, we should be able to react when necessary. I know it sometimes becomes a difficult discussion, but because of how manufactures/distributors/contractors have acted over the years with (I need a better price!) it created this spiraling price erosion that needed to stop. It doesn't help that the market is soft, but let's be as diligent as we can gathering the proper data needed if the other suspects are cheating. We will react, just need to make sure it is real.*<sup>144</sup>

---

<sup>139</sup> CX 1651 at 026 (showing drop in housing starts over the summer of 2008).

<sup>140</sup> Rybacki, Dep. at 134-135.

<sup>141</sup> CX 1149; Rona, Dep. at 194-195, 197-198.

<sup>142</sup> CX 1691; *see also* CX 1694 at 001 ("We have seen Sigma cheat on larger projects in other parts of the country and have responded accordingly when we see something."); Minamyler Dep. at 196-220.

<sup>143</sup> CX 1696 at 001.

<sup>144</sup> CX 1695 at 001 (emphasis added).

Star believed that it had been successful in its efforts to reduce Project Pricing and that the results were positive, but signs of cheating became significant enough that in August, Mr. Minamyer asked his team to compile evidence of “Sigma’s Antics.”<sup>145</sup> Mr. Minamyer continued to receive reports about Sigma and McWane cheating.<sup>146</sup> By October, Star was “catching Sigma cheating more and more.”<sup>147</sup> Mr. Minamyer believed that “Sigma [was] silently bringing markets down and acting as if they are being good stewards.”<sup>148</sup> At the end of October, Mr. Minamyer asked his divisional sales managers for “the top five things Sigma does or has done in your division that is out of market pricing or any weird stuff.”<sup>149</sup>

McWane and Star must have confronted Sigma with their suspicions that it was cheating. On November 24, 2008, Sigma’s CEO Mr. Pais proposed to his colleagues that Sigma act to “stabilize market pricing” in the Southeast, where Sigma had been viewed as pulling down prices:

With the severe contraction in market volume over the recent few weeks, the equally quick and sharp erosion in market pricing is an alarming ‘double whammy’! What’s even more disturbing is *our two main competitors in Fittings seem to see SIGMA as ‘leading’ this recent price decline . . .*<sup>150</sup>

<sup>145</sup> CX 0814 (Minamyer email) (“I know we have been very careful on special pricing and it seems to be working pretty good. But the competitors are starting to get weak and we can’t sit back and let them play games and lose our market share.”).

<sup>146</sup> CX 1697 (“I know we would like to keep the market up but Tyler and Sigma keep cheating and costing our partners in a baddddd [sic] market where they are down substantially already. . . . We are going to loose [sic] market share by continuing the tough stance. Tyler got where they are by being staunch and arrogant. I don’t want to be looking back a year from now with a 2% [price] increase and 25% less biz.”).

<sup>147</sup> CX 1698 at 001; *see also* CX 1699 (“As reported, we are seeing cheating all over from Sigma . . .”).

<sup>148</sup> CX 0827.

<sup>149</sup> CX 0871 at 001.

<sup>150</sup> CX 1014 at 001 (emphasis added).

Sigma, however, was unable to regain its competitors' trust. Mr. Tatman would later explain to Mr. Page that he had "a general trust issue based upon recent experience that they [Sigma] don't seem to consistently stay within the Spirit of agreements."<sup>151</sup> Star eventually decided to resume Project Pricing to quietly gain share. On November 25, 2008, Mr. Minamyer initiated a new pricing strategy. He told his sales team that Star was losing revenues and authorized them to "take the gloves off" to recapture the lost share, but told them to do it "under the radar."<sup>152</sup>

In January 2009, Star and Sigma stopped submitting data to the DIFRA information exchange.<sup>153</sup> Upon learning that Star and Sigma stopped submitting data in January, McWane too stopped submitting data in February 2009. U.S. Pipe, which had not participated in the conspiracy or the breakdown in trust, continued to submit DIFRA data until at least the Summer of 2010.<sup>154</sup>

Sigma tried unsuccessfully to revive DIFRA in May 2009 in an effort to "restore the badly dented competitive confidence" and to demonstrate that Sigma's "efforts to commit to a new pricing discipline would succeed."<sup>155</sup> Although Sigma submitted its data, it failed to breathe new life into DIFRA.

---

<sup>151</sup> CX 0456 at 001.

<sup>152</sup> CX 0746 at 001; *see also* Minamyer, Dep. at 69-71, 72-73 ("Q. So what are you directing your sales folks to do? You said take off the gloves; what does that mean? A. It means we were attempting to hold our pricing and it looks like the competition was not, and we're not going to do that anymore. We're going to go out and we're going to take that business back by using pricing."); *id.* at 225-226 ("I'm telling them that we should go take the orders and if you do it quietly, you get a little bit more time before the competition figures out you have adjusted your pricing.").

<sup>153</sup> CX 1278.

<sup>154</sup> CX 1343 (July 8, 2010 email from U.S. Pipe submitting Fittings data to DIFRA).

<sup>155</sup> CX 0319 at 003.

## **7. McWane, Sigma and Star Continue Their Inappropriate Price Communications**

The evidence will also show at least two more instances of improper price-related communications among the Fittings Suppliers, one in April 2009 and one in June 2010.

### **a) April 2009**

On April 15, 2009, McWane announced that, on May 1, it would begin using a new price list with higher prices for small diameter fittings (where McWane's share was highest) and lower prices for medium and large diameter Fittings (where McWane had little or no share and Sigma and Star were stronger).<sup>156</sup> The intent behind the price restructuring was to better align prices with McWane's production costs, as well as to squeeze margins and give less room for Project Pricing on larger diameter Fittings, where Star and Sigma had significantly larger shares.<sup>157</sup>

A week later, Star announced it would also change its price list, effective May 19, 2009, but did not specify whether it would match McWane.<sup>158</sup> Sigma objected to the restructuring, and proposed an alternative arrangement to Star and SIP whereby the three would resist McWane's changes and adhere to the old price list.<sup>159</sup> These events created uncertainty among McWane and Star about each other's intentions: McWane wondered whether Star would follow and referred to Star as "The Wild card,"<sup>160</sup> and Star wondered whether McWane would retract the list (as Sigma and Star had been forced to do early in 2008).<sup>161</sup> To eliminate this uncertainty, Mr.

---

<sup>156</sup> CX 0569.

<sup>157</sup> CX 0171 at 001.

<sup>158</sup> CX 2349.

<sup>159</sup> CX 0807 at 001 (McCutcheon Decl. ¶ 5); McCutcheon, IH at 224, 257-258; McCutcheon, Dep. at 227-228.

<sup>160</sup> CX 1180 at 002 ("The Wild card right now is Star . . . there is now some probability that Star may change their direction and retract their list price change.").

<sup>161</sup> McCutcheon, Dep. at 227-228.

McCutcheon called Mr. Tatman to ask whether McWane would follow through with its announcement or stay with the old price list.<sup>162</sup> Mr. McCutcheon described the conversation:

It cost[s] us about \$25,000 to print a new price list. So, I picked up the phone and I called him. And I said, I'm only going to ask you one question, are you guys going to come out with a new price list, because I'm getting ready to approve it and spend \$25,000 to do it. And he said, we absolutely are, and he says, I'm so sure that I'll pay the \$25,000 if we don't. And I said, I appreciate that, nice talking to you, and hung up the phone.<sup>163</sup>

On the afternoon of April 28, just six hours after describing Star as a “Wild card” with “some probability” of “chang[ing] their direction and retract[ing] their list price change,” Mr. Tatman emailed Mr. McCullough to report that he was “now highly confident that Star will follow our List Price.”<sup>164</sup> The evidence will show that Mr. Tatman has no recollection of this telephone call, but does not deny that it took place and has no alternate explanation for how he became “highly confident” about Star’s plans. Star’s National Sales Manager, Matt Minamy, later telephoned McWane and was also assured about McWane’s plans.<sup>165</sup> Subsequently, Star followed McWane and adopted a substantially identical Fittings price list.<sup>166</sup>

**b) June 2010**

In June 2010, after having already received FTC subpoenas in this matter, McWane, Sigma, and Star nevertheless continued to engage in improper signaling practices in an effort to coordinate their Fittings pricing. Once again, they used price letters nominally addressed to

---

<sup>162</sup> *Id.* (“I did have a doubt in the back of my mind – I wanted to make sure before we moved ahead and printed all these price lists, so I called Rick just to make sure.”).

<sup>163</sup> McCutcheon, IH at 258; *see also* McCutcheon, Dep. at 229-231.

<sup>164</sup> CX 1180 at 001.

<sup>165</sup> CX 2352 (“Matt Minamy just called me to ask if we went ahead with our list price today. I told him yes and that is all I told him made me pretty uncomfortable but I thought you guys should know.”).

<sup>166</sup> *Compare* CX 2358, *with* CX 2359.

customers to communicate and coordinate with each other. On June 8, 2010, in response to a Star price increase in a Fittings-related accessory, Sigma crafted and distributed a “price increase letter [that] at this point is largely a ‘heads up’ to the customers *and the market* about our intention to follow suit when Star or others take a definitive action on price increases” in Fittings.<sup>167</sup> By June 11, McWane had received a copy of Sigma’s “heads up” and noted that it “follow[ed] on the heels [sic] of the prior Star communication.”<sup>168</sup> Mr. Tatman concluded that McWane had two options “in regards to recent communication from Star and Sigma”:

1. Send out an “it’s coming” communication prior to any further announcements from either Sigma or Star and then quickly decide on what multipliers we want to publish and send out that announcement by week’s end to which *most likely the others will follow*.
2. Send out communication supporting the need for a price increase, wait for Sigma or Star to publish new multipliers and then follow.<sup>169</sup>

McWane correctly understood that Sigma and Star had communicated their willingness to follow a McWane price increase. So McWane chose option 1, and announced a multiplier increase a few days later.<sup>170</sup> Star did as promised and announced its increase on June 18.<sup>171</sup> Sigma distributed its price increase letter by the end of the following week.<sup>172</sup> For Sigma, this is exactly the outcome it had hoped for: upon learning of McWane’s price increase announcement, a Sigma Regional Manager wrote, “if this is true then it is a huge victory in [the] war we have

---

<sup>167</sup> CX 1413 at 001 (emphasis added); *see also* Pais, Dep. at 372-377; Rybacki, Dep. at 210-213.

<sup>168</sup> CX 2438 at 001.

<sup>169</sup> CX 2442 at 001.

<sup>170</sup> CX 2440 at 001; CX 1384 at 002; CX 2450 at 001.

<sup>171</sup> CX 1406; CX 2441 at 001.

<sup>172</sup> CX 1396 at 001.

been fighting.”<sup>173</sup> He might better have described it as an agreed ceasefire among the occasional competitors.

**B. McWane Moves to Maintain its Monopoly Position in the Domestic Fittings Market**

In February 2009, Congress enacted the American Recovery and Reinvestment Act of 2009 (“ARRA”), which allocated more than \$6 billion to water infrastructure projects. This law required the use of domestically produced materials, including Fittings, in those projects (the “Buy American” requirement).<sup>174</sup> ARRA significantly altered the competitive dynamics of the Fittings industry. Prior to ARRA, only [redacted] of Fittings were sold into projects with Domestic-only specifications.<sup>175</sup> McWane was the only producer of Domestic Fittings, and charged significantly higher prices on those sales.<sup>176</sup>

The evidence will show that ARRA, which was promoted as a boon to U.S. manufacturing, was a triple-threat to Sigma’s and Star’s import-based U.S. Fittings business.<sup>177</sup> First, both companies projected (as did McWane) that the Domestic Fittings market would double or triple in size under ARRA, and with only imported Fittings they would lose all ARRA-

---

<sup>173</sup> CX 1378.

<sup>174</sup> CX 1991; CX 1996; CX 1003; Swalley, Dep. at 165; Webb, IH at 92-94.

<sup>175</sup>

<sup>176</sup> McWane Answer ¶ 20.

<sup>177</sup> Sigma especially was shaken.

Bank covenants limited Sigma’s EBITDA to debt ratio and the specter of losing additional sales to the Domestic Market meant Sigma had to do something. In March of 2009, investors and rollover shareholders invested \$5.5 million in Sigma to help with liquidity. CX 0099 at 007;

funded projects to McWane.<sup>178</sup> Second, Sigma and Star feared that ARRA was part of a larger groundswell of Buy-American sentiment that would spread beyond just ARRA-funded projects and outlast the federal bill.<sup>179</sup> Third, Distributors might shift their imported Fittings business to McWane, seeking to curry favorable treatment for Domestic purchases.<sup>180</sup>

Accordingly, Sigma's CEO Mr. Pais made a personal plea to McWane's CEO Mr. Page asking McWane to supply Sigma with "private-label" domestic Fittings. McWane evaluated the request and opted not to sell Domestic Fittings to Sigma.<sup>181</sup> Among McWane's reasons for not wanting to sell to Sigma were McWane's desire not to share its margin with Sigma and the fact that McWane would lose the ability to leverage Domestic Fittings to benefit its other business lines.<sup>182</sup>

At the June 2009 American Water Works Association ("AWWA") industry conference, Star publicly announced that it would offer Domestic Fittings starting in September 2009.<sup>183</sup> At the same meeting, Sigma also began telling its customers that it would supply Domestic Fittings,

---

<sup>178</sup> CX 0081 at 004; Box, Dep. at 22; Bhutada, Dep. at 31.

<sup>179</sup> CX 1984 at 001 ("[M]ore important, the sentiment was in favor of buying domestic."); CX 0231 at 001 ("[T]he sentiment in favor of domestic production is growing and though the BA restrictions may eventually be struck down, there could be domestic only specs that could stay on longer."); CX 1996; Bhattacharji, Dep. at 187-188 ("Q. Was it Sigma's belief in June of 2009 that [Buy American] sentiment was gaining traction? A. As far as Sigma believed, it was a fear." (objections omitted)); Rona, Dep. at 70-71.

<sup>180</sup> CX 0083 ("[W]e may lose a portion of the market that is not restricted to domestic simply because McWane will demand a larger share of the business.");

<sup>181</sup> CX 0908.

<sup>182</sup> CX 0070 at 001 (describing loss of margin as a potential drawback, and noting that Domestic Fittings sales could be a "foot in the door" to regain former customers); CX 1209 (describing need to "leverage our domestic position" to require distributors to acquire non-Domestic Fittings from McWane).

<sup>183</sup> Bhutada, Dep. at 63; Bhargava, Dep. at 48.

and that it would give more details of its plan shortly.<sup>184</sup> These announcements challenged McWane's comfortable monopoly position in Domestic Fittings, and threatened to deprive it of an ARRA-fueled windfall.

The evidence will show that McWane developed and pursued a two-pronged strategy to protect its monopoly in the Domestic Fittings market from entry by Star and Sigma. First, it would freeze out Star by threatening to punish any Distributor that did business with Star; and second, it would co-opt Sigma's entry by supplying Sigma – on terms dictated by McWane – with the Fittings it needed to compete in the Domestic market.

**1. McWane's Plan to "Block Star"**

The evidence will show that Star considered alternatives for production of Domestic Fittings in the United States:

This approach to entry is the same approach that others had taken when entering the import Fittings market.<sup>188</sup> In seeking to enter the Domestic market, Star did not face the most significant barriers to entry that would be faced by a potential new entrant to Fittings production

---

<sup>184</sup> See, e.g., Rona, IH at 99-100, 105-107; Box, Dep. at 62; CX 1098; CX 0904.

<sup>188</sup> Pais, IH at 155 (import entry);

more generally – through its import business, it already had well established relationships with the major Distributors who would purchase Domestic Fittings.

The evidence will show that McWane sought to create an insurmountable barrier to Star’s entry, and to exploit Star’s incremental approach to entry. McWane’s “chief concern” upon hearing of Star’s intended entry into the Domestic Market was “that the domestic market gets creamed from a pricing standpoint just like the non-domestic market has been driven down in the past.”<sup>189</sup> Even months later, McWane’s intent to eliminate Star as a meaningful competitor in the Domestic Fittings market was still evident – and made explicit – in related changes to McWane’s corporate rebate program.<sup>190</sup>

McWane’s strategic response to “block Star” from entering the Domestic Fittings market was first discussed in a presentation by Mr. Tatman.<sup>191</sup> In discussing the “Pick their Horse” approach that was ultimately adopted by McWane, Mr. Tatman explained how this “Hard Approach” would mean McWane would not sell any Domestic Fittings to Distributors that chose not to be exclusive to McWane.<sup>192</sup> McWane believed an added benefit to this approach was that successful exclusion of Star could help deter Sigma from following through on its plan to enter

---

<sup>189</sup> CX 0074 at 001; *see also* CX 0076 at 009, 006 (expressing concern that Star would “drive profitability out of business,” and that “Star would not be a responsible competitor [in the domestic market] as long as incremental sales generate incremental margins for their business.”); CX 0105 at 001 (“Star has historically shown that they will just continue incremental discounting down to the point when they’re selling breakeven.”); Tatman, IH at 183-184 (Star “would normally be very, very, very aggressive with pricing”); Tatman, IH at 232-234.

<sup>190</sup> CX 0100 at 001 (Tatman describing a subsequent version of the domestic loyalty program as intended to “essentially eliminate Star as a supplier of domestic fittings.”); *see also* CX 0126 (McCullough extending a loyalty rebate program to three years “to remove the opportunity for Star to introduce their domestic made fittings into our major national accounts”).

<sup>191</sup> CX 0076 at 008.

<sup>192</sup> *Id.* at 008, 010 (“Hard Approach – Full Line or No Line;” “Access to Tyler/Union’s Domestic product line requires exclusivity . . .”).

the Domestic Fittings market.<sup>193</sup> Mr. Tatman concluded that if McWane could hold off Sigma from establishing an independent source for Domestic Fittings, leaving Star as the only Domestic entrant, then “the appropriate response to distribution is probably fairly hard line approach like a full line or no line approach.”<sup>194</sup>

Response Options	
<b>1. Wait and See approach</b>	<ul style="list-style-type: none"> <li>+ Allows time to more accurately assess Star or Sigma's game plan &amp; true competitive strengths and weaknesses</li> <li>- Gives them time to continue building their business model</li> </ul>
<b>2. Handle on a Job by Job basis</b>	<ul style="list-style-type: none"> <li>+ All parties will understand the other's price floor</li> <li>- Sends negative pricing signals to distribution</li> <li>- Allows them to drive profitability out of our business.....endless price game</li> </ul>
<b>3. Force Distribution to “Pick their Horse”</b>	<ul style="list-style-type: none"> <li>+ Avoids the job by job auction scenario within a particular distributor</li> <li>+ Potentially raises the level of supply concern among contractors</li> <li>+ Forces Star/Sigma to absorb the costs associated with having a more full line before they can secure major distribution</li> <li>- Managing relationship issues with customers – Old Loyalty Program</li> <li>- Potential collateral damage to ND product line sales</li> <li>- If they indeed have the fortitude to invest this would force them to speed that process up</li> </ul>
	6/29/09 RST

McWane formally announced this policy (the “Exclusive Dealing” policy) in a September 22, 2009 letter to Distributors. The letter stated that any Distributor purchasing Domestic Fittings from a supplier other than McWane “may forgo participation in any unpaid rebates for domestic fittings and accessories or shipment of their domestic fitting and accessory orders . . . for up to 12 weeks.”<sup>195</sup> According to the letter, the Exclusive Dealing policy would

<sup>193</sup> *Id.* at 008 (“[T]he only reason for [Sigma] not to pursue [Domestic entry] is if they feel McWane’s response will make Star’s or their programs un-successful which may cause them to hold off making any heavy investments.”).

<sup>194</sup> *Id.* at 001.

<sup>195</sup> CX 1190. The same letter announced McWane’s distribution agreement with Sigma.

not apply if McWane did not have the Fittings available for sale, and would not apply to any pipe-fitting package sales.<sup>196</sup>

Notwithstanding the “may/or” language of the Exclusive Dealing policy, the evidence at trial will show that McWane’s sales team conveyed an even harsher penalty for disloyalty: Distributors who purchased Domestic Fittings from Star would certainly, not possibly, be terminated entirely. McWane’s managers instructed sales representatives to tell Distributors that if they bought from Star, “We are not going to sell them our domestic . . . . Once they use Star, they can’t EVER buy domestic from us.”<sup>197</sup> McWane’s own executives admitted that the market understood McWane’s Exclusive Dealing policy to mean that McWane “will” – not “may” – cut them off.<sup>198</sup> Indeed, to the extent there was any doubt, McWane put all orders from one Distributor, Hajoca, “on hold” when one of the Hajoca branches bought Domestic Fittings from Star.<sup>199</sup> Although McWane ultimately reinstated the individual Hajoca branches that did not buy from Star, Hajoca corporate still lost their rebate on Domestic Fittings.<sup>200</sup> Contemporaneous documents and McWane testimony will show that Distributors believed that penalties for disloyalty would be severe.<sup>201</sup>

The evidence at trial will also show that McWane’s Exclusive Dealing policy was effective. Forced into an all-or-nothing choice, Distributors – despite their relationships with

---

<sup>196</sup> *Id.*

<sup>197</sup> CX 0710 at 002; *see also* Pitts, IH at 76-79, 137-139.

<sup>198</sup> CX 0119 at 002.

<sup>199</sup> CX 1800.

<sup>200</sup> CX 1803.

<sup>201</sup> CX 0119 at 002 (“Although the words “may” and “or” were specifically used [in the September 2009 announcement], the market has interpreted the communication in the more hard line “will” sense.”); *see also* CX 0948 (characterizing McWane’s policy as a “stern ‘all or nothing’ message and ‘take it or leave it’ approach”); Tatman, IH at 278-279.

Star – could not risk purchasing all of their needs from the new entrant with an untested supply chain and an incomplete product line.<sup>202</sup> Distributors, including two of the largest national chains and many of Star’s largest imported Fittings customers, will testify that but for McWane’s Exclusive Dealing policy, they would likely have purchased more Domestic Fittings from Star.<sup>203</sup> As recognized by McWane, if Star had been free to win business from the major national Distributors, these accounts would have offered Star a quick and efficient way to win large volumes of business as well as a measure of commercial validation.<sup>204</sup> With Distributors reluctant to take the risk imposed by McWane’s Exclusive Dealing policy, Star has failed to make sufficient sales to realize cost efficiencies or justify operating a foundry of its own.<sup>205</sup>

Put simply, the evidence will show that McWane’s Exclusive Dealing policy stunted Star’s growth and deprived it of the scale economies necessary to invest further, lower its costs, and become a more effective competitor.<sup>206</sup> In comparison to Star’s long-standing history of underpricing competition to win business, McWane testified that it is no longer worried about

---

<sup>202</sup> Gibbs, IH at 72 (Star was an unproven domestic supplier and did not have adequate breadth of line); Johnson, IH at 62 (Star needed to prove itself before it would move all of its business to Star); Thees, IH at 154, 171-173 (describing risks of giving all of its business to Star, including the need for breadth and depth of inventory).

<sup>203</sup> Webb, IH at 198-199 (HD Supply would probably purchase more from Star); Sheley, IH at 96-97, 142 (distributor would shift the majority of its business to Star); Morrison, IH at 72-76; *id.* at 83-85 (distributor would shift a third to a half of its domestic business to Star); Thees, IH at 160, 162-163 (Ferguson would allow local branches discretion to buy domestic from Star, and some of these local branches would likely have made purchases); Gibbs, IH at 55-57 (same, for WinWholesale); Groeniger, IH at 116-117, 118; Prescott, IH at 54-60; Johnson, IH at 57-59.

<sup>204</sup> Tatman, IH at 242-244; Bhutada, IH at 18, 27-29; McCutcheon, IH at 50-53.

<sup>205</sup> McCutcheon, IH at 171-121, 179-181.

<sup>206</sup> As Tatman put it, a purpose of the Exclusive Dealing policy was “to make sure that they [Star] don’t reach any critical market mass that will allow them to continue to invest and receive a profitable return.” CX 0074 at 001.

Star offering low prices on Domestic Fittings.<sup>207</sup> Indeed, McWane has been able to rely on its Exclusive Dealing policy rather than respond to Distributor requests for lower prices that match competition from Star. McWane has increased its prices following the passage of ARRA,<sup>208</sup> and it has reduced the rebates it offers for Domestic Fittings.<sup>209</sup> This is the opposite of what McWane had identified as the “biggest risk” to its 2010 profitability, the “erosion of domestic pricing if Star emerges as a legitimate competitor.”<sup>210</sup>

## 2. McWane Co-Opts Sigma as Domestic Fitting Entrant

The evidence will show that, in response to ARRA and its Buy American provisions, Sigma planned to enter the Domestic Fittings market. According to Sigma’s majority shareholder, Domestic sourcing was the “#1a priority.”<sup>211</sup> Staying on the sidelines was not an option.<sup>212</sup>

Sigma considered two potential avenues for Domestic entry: (1) enter the domestic market using the same “virtual manufacturing” model that it used for imported Fittings; or (2) have McWane provide it with private label Fittings from its domestic foundries.<sup>213</sup> Although McWane initially rebuffed Mr. Pais’ April 2009 request for McWane to manufacture its private

---

<sup>207</sup> Napoli, Dep. at 71-72 (explaining that he is not concerned about Star driving down the prices of Domestic Fittings); *see also* CX 0074 (projecting McWane’s price and output in two worlds: one where Star acquired effective distribution (prices get “creamed”) and one where Star did not).

<sup>208</sup> Coryn, Dep. at 88-89.

<sup>209</sup> *E.g.*, Webb, IH at 98-100.

<sup>210</sup> CX 0102 at 002.

<sup>211</sup> CX 1076 at 001.

<sup>212</sup> Box, Dep. at 22, 60-62; Rona, Dep. at 39-40.

<sup>213</sup> Pais, Dep. at 184-185; CX 0231.

label Fittings,<sup>214</sup> Sigma continued to press the issue. On June 5, 2009, McWane offered to sell Sigma Domestic Fittings at 5% off its published prices.<sup>215</sup> Sigma considered the offer to be an insult, as it would not allow enough margin to cover operating costs.<sup>216</sup>

In response, Sigma redoubled its domestic production efforts.<sup>217</sup>

Sigma's SDP team visited foundries, secured offers to produce Domestic Fittings, and conducted a series of production trials.<sup>220</sup> Sigma believed that it had the expertise and resources necessary to "develop and manufacture a competitive range of AWWA

---

<sup>214</sup> CX 0944 at 003 (describing request); CX 0908 (informing Mr. Pais that McWane's Fittings team had "decided not to sell Sigma private label product from its domestic foundries").

<sup>215</sup> CX 0225 at 003.

<sup>216</sup> CX 1993 at 003 (Pais referring to offer as "little more than a patronizing accommodation"); Bhattacharji, Dep. at 182-184; Rybacki, Dep. at 175.

<sup>217</sup> Bhattacharji, Dep. at 183-184; *see also* CX 0225 at 001 ("re-group and get serious to develop a thorough and detailed [Sigma Domestic Product] plan."); Rybacki, Dep. at 307-308 ("SDP Plan").

Sigma's new ownership and board approved of the plan and were "highly supportive and . . . motivated by the strategic value – of targeting the 'domestic' segment. CX 0978 at 001; *see also* CX 0308; Pais, Dep. at 342.

<sup>220</sup> CX 0282; Box, Dep. at 27-28 (describing how Sigma "looked at all aspects of the processing steps necessary from the beginning to the end; casting, machining, transportation, finishing.").

Fittings using a few quality foundries in USA,”<sup>221</sup> and Sigma executives testified that absent an agreement with McWane, Sigma would have entered the domestic market.<sup>222</sup>

The evidence will also show that McWane itself believed that Sigma planned to enter the Domestic market – an action made far more likely once Star announced its entry into the Domestic Fittings market at the June 16, 2009 AWWA conference.<sup>223</sup> Indeed, once McWane executives realized Star and Sigma might enter the Domestic market, McWane negotiated with Sigma in earnest. Ultimately, McWane offered to sell Domestic Fittings to Sigma at a 20% discount off published prices, rather than their initial offer of 5%.<sup>224</sup> McWane viewed the decision of whether to supply Domestic Fittings to Sigma as “a choice of evils as having more domestic suppliers doesn’t really increase the size of the pie.”<sup>225</sup> Although Mr. Tatman had doubts about Sigma’s ability to succeed in the Domestic Fittings market, he agreed that an

---

<sup>221</sup> CX 0803 at 001.

<sup>222</sup> Pais, IH at 179-180 (“[I]f [McWane] had stuck with that initial offer [of a 5% discount] . . . then we certainly would have gone another – to Plan B, which is our [domestic] production.”); *see also* CX 1745 at 017 (Sigma included its “SDP” Plan in a presentation to its bank).

<sup>223</sup> CX 0074 at 001; CX 1179 at 002.

<sup>224</sup> CX 0089 at 003. Sigma believed that McWane’s “assessment that Star and hence SIGMA may indeed succeed with domestic production, after all, may be prompting them to relent and work with us.” CX 0241 at 001; *see also* CX 1018 at 001 (Pais: “[T]he high profile publicity by Star as to their domestic plans and our own (low key) plans may have finally convinced [McWane] that addition of new capacity isn’t good for them or the industry . . . It’s wait and see . . . one step at a time, chess play . . .”).

<sup>225</sup> CX 0729 at 001. If McWane chose not to provide Sigma with domestic Fittings, it would “[r]etain the full margin for Domestic product within McWane,” whereas selling Domestic Fittings to Sigma would “[e]liminate the probability they will secure another domestic source option” and “eliminate Sigma’s opposition to [ARRA] and weaken Star’s.” CX 0067 at 003; *see also* CX 0076 at 008.

“insurance policy” against another Domestic Fittings entrant was best, and that it would be better financially for McWane to collaborate with Sigma rather than compete with it.<sup>226</sup>

Accordingly, in September 2009, McWane and Sigma signed an OEM Distribution Agreement (commonly referred to as a Master Distribution Agreement, or “MDA”) for the supply of Domestic Fittings. After reaching the agreement with Sigma, Mr. Tatman expressly admitted in a Q&A document circulated to his sales force that “the reality of the situation is that in the absence of the MDA with [McWane], Sigma was going to develop their own domestic sourcing options to the extent they could.”<sup>227</sup>

McWane announced the MDA to the market on September 22, 2009, in the very same letter that articulated the new Exclusive Dealing policy against Star. In addition to removing Sigma as a competitive force, the MDA impaired competition in the Fittings market in a number of ways. These provisions, and the parties’ conduct in implementing them, reveal the true purpose and effect of the MDA as an anticompetitive, output restricting mechanism, rather than an arms-length buy-sell agreement between McWane and Sigma.

- Restrictions on Independent Entry. The MDA expressly precluded independent entry in competition with McWane, requiring that, with few exceptions, “McWane shall be Sigma’s sole and exclusive source for Domestic Fittings.”<sup>228</sup> Separately, Sigma also assured McWane that it would “not seek any other sources either directly or through 3rd party for the production or distribution of domestic fittings.”<sup>229</sup> Sigma understood that McWane would not enter the MDA without

---

<sup>226</sup> CX 2353 at 004 (describing decision to sell Domestic Fittings to Sigma as “an insurance policy [against Sigma entry] and to continue to put pressure on Star.”); CX 0076 at 008 (“If they are truly committed to make the investment level required to be a viable competitor regardless of our actions, then producing for [Sigma] is probably of greater financial benefit to our business than having them source elsewhere.”).

<sup>227</sup> CX 1179 at 002.

<sup>228</sup> CX 1194 at 001.

<sup>229</sup> CX 0243 at 002.

such assurances.<sup>230</sup> The MDA thus brought Sigma’s Domestic “SDP” efforts to a halt.

- Restrictions on Prices. Under the MDA, Sigma was required to sell Domestic Fittings at a weighted average of no less than 98% of McWane’s published prices.<sup>231</sup> Sigma could not pass on the benefit of any efficiencies in its distribution system in the form of lower prices. Sigma asked McWane to follow the same 98% rule.<sup>232</sup> McWane understood that it could not offer Distributors lower “domestic numbers with our MDA with Sigma. We need to stay stable . . . .”<sup>233</sup>
- Restrictions on Rebates. Sigma could not offer its normal volume rebates on its sales of Domestic Fittings, and was instead obliged to offer an 8% volume rebate.<sup>234</sup>
- Policing Exclusive Dealing. McWane announced its MDA with Sigma on the same day that it formalized its plan to keep Star out of Domestic as well. The MDA required Sigma to enforce McWane’s Exclusive Dealing policy by refusing to sell domestic fittings to any distributor that purchased Domestic Fittings from Star.<sup>235</sup>

---

<sup>230</sup> Bhattacharji, Dep. at 238-239.

<sup>231</sup> CX 1194 at 002.

<sup>232</sup> CX 0271.

<sup>233</sup> CX 0110 at 001; *see also* CX 0347 at 001 (Tatman: under the MDA, “Sigma (and in theory [McWane]) is supposed to sell within 98% of the published levels.”); CX 0106 at 002 (Jansen: “[W]e need to make sure all domestic is right down the line since Sigma is involved”); CX 0107 at 001 (Jansen: “[W]e won’t move the numbers on the package due to the Sigma deal.”); CX 0484 (Tatman referring to “pricing arrangement with Sigma”).

<sup>234</sup> CX 0089 at 003 (Pais noting that Sigma was “obliged to offer the same [as McWane] VR incentive of 8% for all customers who would purchase over \$200,000/per year of domestic Fittings”); CX 0953 (“Please be very careful in NOT offering any VR [volume rebate] plans for 2010 for DOM Fittings – as Tyler may reduce the VR% for 2010. As you know, they have been trying to improve this area of the market pricing for a while.”).

<sup>235</sup> CX 1194 at 001-002; *see also* CX 0997 (“[I]f we do our job right, it might isolate Star and make them suffer with their investment even more, because they may not be able to gain credibility.”); CX 1801 (“Sigma confirms we are clear about Hajoca.”); CX 1746 (“Remember . . . if customers are buying from Star . . . we cannot sell them domestic any more.”). Sigma announced to its customers that it was enforcing the McWane Exclusive Dealing policy. CX 0803 at 002.

- Restrictions on Lobbying. The MDA also required Sigma to stop working against Buy American laws.<sup>236</sup>

The MDA also softened competition generally. Sigma hoped that the MDA would “stabilize the market.”<sup>237</sup> After signing the MDA, McWane raised Domestic Fittings prices in December 2009.<sup>238</sup> Sigma was required to follow suit for Domestic Fittings, but also raised prices on imported Fittings.<sup>239</sup> A Sigma salesman was hesitant to discount even imported Fittings “due to the trust agreement we have with [McWane].”<sup>240</sup> Additionally, having implemented its plan to keep Sigma and Star out of the market, McWane was unable to keep up with demand for Domestic Fittings.<sup>241</sup>

### III. LEGAL ANALYSIS

The Administrative Complaint alleges seven counts. Four counts allege that McWane restrained price competition in violation of Section One of the Sherman Act and Section Five of the FTC Act by unlawfully engaging in: i) a price-fixing agreement (Count One); ii) invitations to collude (Count Three); iii) an unlawful information exchange through the trade association, DIFRA (Count Two); and iv) an agreement to purposefully eliminate a potential competitor from the Domestic Fittings market (Count Four). Three counts allege that McWane unlawfully monopolized, attempted to monopolize, and conspired to monopolize the Domestic Fittings

---

<sup>236</sup> CX 1194 at 004; *see also* CX 1000; CX 0935; Bhattacharji, Dep. 243-246 (“Q. But at the bigger level of government Buy America provisions, you no longer tried to change those rules? A. That’s what we had signed, so no.”).

<sup>237</sup> CX 0997 at 003.

<sup>238</sup> CX 1519.

<sup>239</sup> CX 1852.

<sup>240</sup> CX 1514.

<sup>241</sup> CX 1521 at 001 (during the MDA, McWane was “backed up in EVERYTHING including 4”-24” A items”); *see also* CX 1853, CX 1460.

market in violation of Section Two of the Sherman Act by implementing an unlawful Exclusive Dealing policy (Counts Five through Seven).<sup>242</sup>

Part A will discuss the relevant standards of review and burdens of proof. Part B will then discuss the admissibility of co-conspirator statements. Finally, Part C will discuss market definition, and the elements and relevant caselaw for assessing each count alleged in the Complaint.

#### **A. Standard of Review and Burden of Proof**

Conduct unreasonably restrains trade when it has, or is likely to have, a substantial anticompetitive effect in the market, such as stabilizing or increasing prices, reducing output, reducing quality or reducing consumer choice.<sup>243</sup> The evaluation of whether a particular horizontal restraint unreasonably restrains trade “takes place along an analytical continuum in which a challenged practice is examined in the detail necessary to understand its competitive effect.”<sup>244</sup>

At one end of the continuum, certain restraints, including naked price-fixing agreements and market allocation agreements, are conclusively deemed harmful to competition and are *per se* illegal.<sup>245</sup> Thus, once a court finds that a firm has engaged in the *per se* illegal conduct, it is

---

<sup>242</sup> The FTC Act encompasses Section 1 and 2 of the Sherman Act, and is also broader to capture more conduct, including invitations to collude. Opinion of the Commission (*In Camera*), *In re McWane, Inc.* (Aug. 9, 2012) (F.T.C. Docket No. 9351) (hereinafter “SJ Decision”) at 20-21; *see also Fed. Trade Comm’n v. Motion Picture Adver. Serv. Co.*, 344 U.S. 392 (1953).

<sup>243</sup> *See, e.g., Standard Oil Co. v. United States*, 283 U.S. 163, 179 (1931); *Hahn v. Oregon Physicians’ Serv.*, 868 F.2d 1022, 1026 (9th Cir. 1988).

<sup>244</sup> *In re Polygram Holding, Inc.*, 136 F.T.C. 310, 336 (2003) (hereinafter *Polygram I*), *aff’d*, *Polygram Holding, Inc. v. Fed. Trade Comm’n*, 416 F.3d 29 (D.C. Cir. 2005) (hereinafter *Polygram II*).

<sup>245</sup> *United States v. Socony-Vacuum Oil Co.*, 310 U.S. 150, 223-224 (1940) (price fixing); *Palmer v. BRG of Georgia, Inc.*, 498 U.S. 46, 49-50 (1990) (market allocation).

summarily condemned without any need to show that the agreement was effective.<sup>246</sup> Firms are also not afforded the opportunity to argue that the conduct had any procompetitive efficiencies.<sup>247</sup>

Restraints that bear a “close family resemblance” to “another practice that already stands convicted in the court of consumer welfare” are presumed to harm competition.<sup>248</sup> Thus, if “based upon economic learning and the experience of the market, it is obvious that a restraint of trade likely impairs competition,” the restraint will be “inherently suspect” and subject to an abbreviated rule of reason analysis.<sup>249</sup> Concerted action that is “inherently suspect owing to its likely tendency to suppress competition” may be condemned without proof of market power or effects.<sup>250</sup> A fuller market analysis will only be necessary if the respondent can show that the challenged conduct had cognizable and plausible precompetitive justifications, such as increasing output, or improving product quality, service or innovation.<sup>251</sup> A justification is cognizable if it is compatible with the goal of the antitrust laws to further competition, and it is

---

<sup>246</sup> *N. Pac. Ry. Co. v. United States*, 356 U.S. 1, 5 (1958) (“This principle of *per se* unreasonableness . . . avoids the necessity for an incredibly complicated and prolonged economic investigation into the entire history of the industry involved, as well as related industries in an effort to determine at large whether a particular restraint has been unreasonable.”).

<sup>247</sup> *In re N. Tex. Specialty Physicians*, 140 F.T.C. 715, 729 (F.T.C. 2005) (explaining that “[p]arties cannot defend otherwise *per se* illegal conduct on the ground, for example . . . that prices have been set at ‘reasonable’ levels or that coordination is necessary for survival in times of distress.”).

<sup>248</sup> *Polygram II*, 416 F.3d at 37.

<sup>249</sup> *Id.* at 36 (condemning a joint venture’s moratorium on discounting and advertising for products outside of the venture under an abbreviated rule of reason analysis); *see also Mass. Bd. of Registration in Optometry*, 110 F.T.C. 549, 607 (F.T.C. 1988) (condemning a licensing board’s ban on advertising discounts by optometrists).

<sup>250</sup> *Polygram I*, 136 F.T.C. 310, 350-52, 359 (rejecting efficiencies “as a matter of law because they go far beyond the range of justifications that are cognizable under the antitrust laws”).

<sup>251</sup> *Id.* at 352.

plausible if it will “plausibly create or improve competition” and “cannot be rejected without extensive factual inquiry.”<sup>252</sup> If the respondent can make such a showing, a more plenary analysis will be undertaken.

At the opposite end of the spectrum, a full blown rule of reason analysis is appropriate when the competitive effects of a challenged practice are unknown.<sup>253</sup> Likely competitive effects can be proven through two alternative means: evidence of market power and the nature of the restraint; or by evidence of the actual effects of the restraint.<sup>254</sup> Competitive harm, once proven, is then weighed against any proven plausible and cognizable precompetitive efficiencies.<sup>255</sup> The challenged policies must also be reasonably necessary – and no broader than necessary – to achieving the alleged efficiencies.<sup>256</sup> Even with a showing of plausible and cognizable efficiencies, the court may still condemn restraints without “the fullest market analysis,” so long as the evidence results in a “confident conclusion about the principal tendency” of the concerted action.<sup>257</sup>

Complaint Counsel bears the initial burden of establishing a *prima facie* case of competitive harm. Once it has done so, the burden shifts to Respondent, who bears the burden of

---

<sup>252</sup> *Id.* at 347.

<sup>253</sup> *E.g., Realcomp II, Ltd.*, Dkt. No. 9320, slip op. at 19-20 (FTC 2009).

<sup>254</sup> *Id.*

<sup>255</sup> *United States v. Microsoft Corp.*, 253 F.3d 34, 59 (D.C. Cir. 2001).

<sup>256</sup> *See, e.g., Nat’l Collegiate Athletic Ass’n v. Bd. of Regents*, 468 U.S. 85, 119 (1984); *Polygram I*, 136 F.T.C. at 335, 359; *Law v. Nat’l Collegiate Athletic Ass’n*, 134 F.3d 1010, 1019 (10th Cir. 1998); *In re Brunswick Corp.*, 94 F.T.C. 1174, 1275 (F.T.C. 1979).

<sup>257</sup> *Cal. Dental Ass’n v. FTC*, 526 U.S. 756, 779-81 (1999) (discussing how level of antitrust scrutiny is based on a continuum).

proving that this harm is outweighed by cognizable and plausible procompetitive efficiencies, if any.<sup>258</sup>

### **B. Co-Conspirator Statements Are Admissible**

Statements made by Sigma and Star in furtherance of the conspiracy to fix prices, including in furtherance of the DIFRA information exchange, are admissible under Rules 3.43(b). Rule 802(d)(E) of the Federal Rules of Evidence is informative. F.R.E. 801(d)(2)(E) allows admission of statements by a co-conspirator if those statements are “made by the party’s coconspirator during and in furtherance of the conspiracy.” Statements by Sigma and Star will be admissible provided a preponderance of the evidence demonstrates that their statements were made during the formation of, or during the existence of, a conspiracy.<sup>259</sup>

A conspiracy, for purposes of admissibility under FRE 801(d)(2)(E), is defined simply as the respondent and the declarants sharing a common goal.<sup>260</sup> There is no requirement for the

---

<sup>258</sup> Note that this does not apply to *per se* illegal claims, in which cases Respondent is not offered the opportunity to present any efficiencies for *per se* illegal conduct.

<sup>259</sup> See *Bourjaily v. United States*, 483 U.S. 171, 175-76 (1987); *Smith v. Bray*, 681 F.3d 888, 904 (7th Cir. 2012); *United States v. Tombrello*, 666 F.2d 485, 491 (11th Cir. 1982) (holding that statements made by declarants before the party joins a conspiracy are admissible against that party); WEINSTEIN’S FEDERAL EVIDENCE § 801.34[4][a] (2012) (explaining that statements are admissible if made while the plan was in existence and before its complete execution or other termination.). Additionally, where, as here, Complaint Counsel alleges multiple price fixing conspiracy periods, declarant statements from the first conspiracy are also “during” the later conspiracy. See *United States v. Elashyi*, 554 F.3d 480, 503 (5th Cir. 2008) (upholding the use of declarants’ affidavits regarding a first conspiracy to falsify computer export documents as evidence of the defendant’s participation in a later, similar scheme).

<sup>260</sup> See *United States v. Weisz*, 718 F.2d 413, 433 (D.C. Cir. 1983) (affirming that statements of participants “acting in concert toward a common goal” are admissible, even if the goal is lawful, under 801(d)(2)(E)); NOTES ON COMMITTEE ON JUDICIARY, S. REP. NO. 93-1277 (explaining that recent revision to F.R.E. 801(d)(2)(E) is meant to “carry forward [this] universally accepted doctrine that a joint venturer is considered as a coconspirator for the purposes of this rule even though no conspiracy has been charged.”).

common goal to be an unlawful act,<sup>261</sup> or for the actors to be formally organized.<sup>262</sup> Importantly, this Court may consider the proffered co-conspirators statements themselves, along with other hearsay and non-hearsay evidence, when determining whether a conspiracy existed between McWane, Sigma, and Star.<sup>263</sup>

A statement is “in furtherance” of a conspiracy if the declarant’s intent was to promote the goals of the conspiracy through the statement. Courts have recognized that “foster[ing] trust and cohesiveness,” providing assurances or information, are all acts in furtherance of a conspiracy.<sup>264</sup> Moreover, whether the declarant intended to further the conspiracy is the key question, not whether the declarant was successful in doing so.<sup>265</sup>

Statements by Sigma and Star are admissible here under these standards. McWane, Sigma, and Star shared a formal and informal goal to stabilize prices, both as members of the DIFRA information exchange, and as participants in a conspiracy to fix prices. Sigma’s and Star’s statements before and during both DIFRA and the price fixing conspiracy themselves evidence a desire to further mutual goals, including fostering “very trusting relationship[s].”<sup>266</sup> As informed by F.R.E. 801(d)(2)(E), therefore, Sigma’s and Star’s statements in furtherance of

---

<sup>261</sup> See *supra* note 250.

<sup>262</sup> *Smith v. Bray*, 681 F.3d at 904-05 (applying F.R.E. 801(d)(2)(E) to two employees who conspired to get a third employee fired).

<sup>263</sup> See *Bourjaily*, 483 U.S. at 177-81.

<sup>264</sup> See *United States v. Orena*, 32 F.3d 704, 713 (2d Cir. 1994) (finding that statements fostering trust are acts in furtherance of a conspiracy); *United States v. Rivera*, 22 F.3d 430, 436 (2d Cir. 1994) (including assurances and information among acts in furtherance of a conspiracy).

<sup>265</sup> *United States v. Beech-Nut Nutrition Corp.*, 871 F.2d 1181, 1199 (2d Cir. 1989) (stating that “[t]he principal question in the ‘in furtherance’ issue is whether the statement promoted, or was intended to promote, the goals of the conspiracy.”); see *United States v. Reyes*, 798 F.2d 380, 384 (10th Cir. 1986) (clarifying that the co-conspirator statement need not actually further a conspiracy to be admissible).

<sup>266</sup> See *supra* Part II discussing the factual bases of the challenged conduct.

either the conspiracy to fix prices, or of the DIFRA information exchange, are admissible under Rule 3.43(b) and 3.43(e).

### C. McWane Violated Section Five of the FTC Act

#### 1. Market Definition

A relevant market is comprised of a relevant product market and a relevant geographic market.<sup>267</sup> This case involves two antitrust product markets: (1) Fittings and (2) Domestic Fittings sold for use in projects with Domestic-only specifications. In both cases the geographic scope of the markets is nationwide, extending to all products sold for use in the United States.

Courts determine relevant product market by evaluating “the reasonable interchangeability of use or the cross-elasticity of demand between the product itself and substitutes for it.”<sup>268</sup> To make this determination, a court may look to “such practical indicia as industry or public recognition of the submarket as a separate economic entity, the product’s peculiar characteristics and uses, unique production facilities, distinct customers, distinct prices, sensitivity to price changes, and specialized vendors.”<sup>269</sup> Other relevant considerations include whether a company considers other products when making its pricing determinations,<sup>270</sup> and any regulations that may limit the ability of end users to use substitute products.<sup>271</sup>

---

<sup>267</sup> *Brown Shoe Co. v. United States*, 370 U.S. 294, 324 (1962).

<sup>268</sup> *Brown Shoe*, 370 U.S. at 325; *United States v. E.I. du Pont de Nemours & Co.*, 351 U.S. 377, 391 (1956); see also U.S. Dep’t of Justice and Fed. Trade Comm’n, *Horizontal Merger Guidelines* § 4 (2010) (Market Definition) (hereinafter “2010 Guidelines”).

<sup>269</sup> *Brown Shoe*, 370 U.S. at 325.

<sup>270</sup> See; *Fed. Trade Comm’n v. Swedish Match*, 131 F. Supp. 2d 151, 164 (D.D.C. 2000); *Fed. Trade Comm’n v. Staples, Inc.*, 970 F. Supp. 1066, 1079-1080 (D.D.C. 1997); cf. *Beatrice Foods Co. v. Fed. Trade Comm’n.*, 540 F.2d 303, 309 (7th Cir. 1976) (excluding items from the product market when manufacturers did not consider them when setting their prices).

<sup>271</sup> See PHILLIP E. AREEDA & HERBERT HOVENKAMP, ANTITRUST LAW (hereinafter “AREEDA & HOVENKAMP”) ¶ 572b; *2010 Guidelines* § 4.2.2 (example 15, describing where “[c]ustomers in

Here, the fact and expert testimony at trial will show that Fittings constitute a relevant antitrust market because, as described above, there are no reasonably interchangeable substitutes for Fittings for use in high-pressure waterworks applications. As McWane concedes, there are “no widely used substitutes” for Fittings.<sup>272</sup> There are also no other potential substitutes that constrain the price of Fittings.<sup>273</sup> Accordingly, Fittings represent an appropriate product market.<sup>274</sup>

The evidence will also show Domestic Fittings for use in projects with Domestic-only specifications constitute a second relevant product market.<sup>275</sup> Imported Fittings, while functionally interchangeable with Domestic Fittings, are, by definition, not a substitute for Domestic Fittings for waterworks projects with a Domestic-only Specification. This is especially true for where that specification is mandated by a local, state, or federal law such as ARRA.

As Dr. Schumann, Complaint Counsel’s economic expert, will explain, the distinct nature of the Domestic Fittings market is further underscored by the fact that price discrimination occurs between “Open Specification” and Domestic-only projects. Domestic Fitting prices are substantially higher, and sales of Domestic Fittings are subject to fewer discounts in the form of

---

the United States must use products approved by U.S. regulators . . . . The relevant product market consists of products approved by U.S. regulators”).

<sup>272</sup> McWane Answer ¶ 23.

<sup>273</sup> See *supra* notes 1-11 and accompanying text.

<sup>274</sup> See CX 2260 at 012-013 (Schumann Rep. at 10-11 ¶¶ 21-23). Also, as Dr. Schumann observes, one could theoretically define a product market at the level of an individual size and shape of Fitting, but “the competitive analysis of the business practices at issue in this matter will be identical for each size and shape of fitting of 24 inches or less,” so all Fittings may be treated as part of a single market. *Id.* at 014-015 (Schumann Rep. at 12-13 ¶¶ 24-27).

<sup>275</sup> See *id.* at 017-018 (Schumann Rep. at 15-16 ¶¶ 31-33).

rebates and other incentives.<sup>276</sup> McWane concedes that “sales of domestic [Fittings] sold for use in jobs specified as domestic only are generally sold at prices higher than imported [Fittings] or domestic [fittings] sold for use in projects not specified as domestic only.”<sup>277</sup> The separate Domestic Fittings market is also widely recognized by industry participants. Contemporaneous documents, as well as testimony from McWane,<sup>278</sup> Sigma,<sup>279</sup> Star,<sup>280</sup> and Distributors,<sup>281</sup> frequently refer to the “Domestic Market” for Fittings.

The evidence will show that the theoretical availability of waivers or exemptions under ARRA “Buy American” requirements did not, as a practical matter, change this market analysis or otherwise convert imported Fittings into a viable substitute for Domestic Fittings. The fact that imported fittings are not a substitute for Domestic Fittings market will be further established by Sigma’s and Star’s substantial efforts to enter the Domestic market through production or procurement after the passage of ARRA.<sup>282</sup> Indeed, McWane has repeatedly admitted that it has “no first-hand knowledge” of Imported Fittings being sold for use on any ARRA funded projects.<sup>283</sup>

---

<sup>276</sup> See *supra* note 29, and accompanying text (describing price differential between Open Specification and Domestic Fittings).

<sup>277</sup> McWane Answer ¶ 20.

<sup>278</sup> *E.g.*, CX 0074; CX 2355 (referring to “domestic market”); Tatman, Dep. at 289 (“Sigma would have tried to enter the domestic market on their own.”).

<sup>279</sup> *E.g.*, Box, Dep. at 22; Bhattacharji, Dep. at 136-138; Rona, IH at 22-23; Pais, IH at 185-186.

<sup>280</sup> *E.g.*, Bhargava, Dep. at 10-11; Bhutada, IH at 64-67 (“One thing is market. McWane has the dominance in the domestic marketplace”); McCutcheon, IH (Vol. 1) at 174.

<sup>281</sup> Johnson, IH at 51-52; Morrison, IH at 91-93; Thees, IH at 213; Webb, IH at 182-183.

<sup>282</sup> See *supra* notes 177-84, 211-22, and accompanying text.

<sup>283</sup> McWane RFA Response No. 3 (“McWane has no first hand knowledge of a sale pursuant to a Public Interest Waiver”); McWane RFA Response No. 5 (“McWane admits it has no first-hand knowledge of a grant of the de minimis waiver”); McWane RFA Response No. 6 (“McWane

A relevant geographic market is the “area of effective competition . . . in which the seller operates, and to which the purchaser can practicably turn for supplies.”<sup>284</sup> Fittings suppliers ship their products nationally from multiple locations (including in the case of non-Domestic Fittings, from India and China), and local distributors can substitute the Fittings of one manufacturer for those of another in virtually any locality in the country.<sup>285</sup> Accordingly, the relevant geographic markets are national in scope, encompassing all products sold for use in the United States.

**2. McWane Orchestrated a Conspiracy with its Competitors to Restrain Price Competition by Limiting Project Pricing (Count One)**

The First Violation in the Complaint alleges that McWane violated Section One of the Sherman Act when it participated in a *per se* unlawful price fixing conspiracy with Sigma and Star by agreeing to restrain price competition. Specifically, the Complaint alleges that McWane unlawfully agreed with its rivals to curtail Project Pricing and to exchange sales information with the common understanding, purpose and expectation that, in return, McWane would raise published prices. McWane also entered into an illegal price fixing agreement when it exchanged assurances with Star about its future prices. Any “agreement that [interferes] with the setting of price by free market forces is illegal on its face.”<sup>286</sup> There is no requirement that the conspirators

---

admits it has no first-hand knowledge of any sales of Imported Relevant Product Manufactured in Mexico or Canada for use in any ARRA Waterworks Project”).

<sup>284</sup> United States v. Philadelphia Nat’l Bank, 374 U.S. 321, 359 (1963).

<sup>285</sup> CX 2260 at 019 (Schumann Rep. at 17).

<sup>286</sup> *Nat’l Soc’y of Prof’l Eng’rs v. United States*, 435 U.S. 679, 692 (1978) (internal quotations omitted) (quoting *United States v. Socony-Vacuum Oil Co.*, 310 U.S. 150, 226 n.59 (1940), and *United States v. Container Corp. of Am.*, 393 U.S. 333, 337 (1969), and noting that agreement not to quote prices until after contract is awarded “is not price fixing as such, [but] no elaborate industry analysis is required to demonstrate the anticompetitive character of such an agreement.”); see *United States v. Beaver*, 515 F.3d 730, 737 n.3 (7th Cir. 2008) (holding net-

have the ability to achieve their unlawful ends or take any overt acts in furtherance of the conspiracy.<sup>287</sup>

Because a price-fixing agreement is *per se* illegal, the only question at trial will be whether Respondent entered into such an agreement.<sup>288</sup>

An agreement is established when two or more distinct entities share “a unity of purpose or a common design and understanding, or a meeting of the minds,”<sup>289</sup> or in other words, shared a “conscious commitment to a common scheme designed to achieve an unlawful object.”<sup>290</sup>

Concerted action can also be thought to involve a mutual exchange of assurances to adhere to a common course of action.<sup>291</sup> The exchange of assurances proscribed by the antitrust laws need

---

price-discount *per se* illegal); *see also In re Northwest Airlines Corp. Antitrust Litig.*, 208 F.R.D. 174, 199 (E.D. Mich. 2002) (explaining that “an agreement need not dictate every conceivable aspect of each conspirator’s behavior in order to violate § 1.”).

<sup>287</sup> *Socony-Vacuum Oil Co.*, 310 U.S. at 224-25 n.59; *see United States v. Trenton Potteries Co.*, 273 U.S. 392, 402 (1927); *Nash v. United States*, 229 U.S. 373, 378 (1913).

<sup>288</sup> *Nat’l Soc’y. of Prof’l Eng’rs*, 435 U.S. at 692 (“[A]greements whose nature and necessary effect are so plainly anticompetitive that no elaborate study of the industry is needed to establish their illegality . . . are ‘illegal *per se*.’”). SJ Decision at 7 (“Accordingly, to establish a horizontal price-fixing scheme, a plaintiff need only demonstrate the existence of an agreement, combination or conspiracy among actual competitors with the purpose or effect of “raising, depressing, fixing, pegging or stabilizing the price of a commodity.”) (citing *Socony-Vacuum Oil Co.*, 310 U.S. at 223-24).

<sup>289</sup> *Copperweld Corp. v. Independence Tube Corp.*, 467 U.S. 752, 771 (1984). Courts use the shorthand phrase “concerted action” to refer to any form of activity meeting the Section 1 “contract . . . combination or conspiracy” requirement. *In re Baby Food Antitrust Litig.*, 166 F.3d 112, 117 n.3 (3d Cir. 1999); *Monsanto Co. v. Spray-Rite Serv. Corp.*, 465 U.S. 752, 768 (1984).

<sup>290</sup> *Monsanto Co. v. Spray-Rite Serv. Corp.*, 465 U.S. at 768; *see also Copperweld Corp.*, 467 U.S. at 771 (Concerted action is established where two or more distinct entities share “a unity of purpose, or a common design and understanding, or a meeting of the minds.”).

<sup>291</sup> *In re Flat Glass Litig.*, 385 F.3d 350, 361 (3d Cir. 2004) (“The most important evidence will generally be non-economic evidence that there was an actual, manifest agreement not to compete. That evidence may involve customary indications of traditional conspiracy, or proof that the defendants got together and exchanged assurances of common action or otherwise

not be explicit, as in “I promise to do X provided that you promise to do Y.” Reciprocal assurances may be communicated by vague words and even by conduct.<sup>292</sup> As the Seventh Circuit has noted, the law of conspiracy “has some obligation to keep up with the ingenuity and subtlety of sophisticated businessmen.”<sup>293</sup>

Agreement may be shown through direct or circumstantial evidence, or a combination of the two.<sup>294</sup> Evidence that tends to exclude the “possibility of independent action” supports a finding of concerted action.<sup>295</sup> Further,

[i]n antitrust conspiracy cases, plaintiffs should be given the full benefit of their proof without tightly compartmentalizing the various factual components and wiping the slate clean after scrutiny of each. The character and effect of a conspiracy are not to be judged by dismembering it and viewing its separate parts, but only by looking at it as a whole.”<sup>296</sup>

Direct evidence of an agreement need not be a signed contract or admission by one of the conspirators. Consistent with contracts law, acceptance by performance has long been recognized as forming the basis for an illegal Section 1 conspiracy. For example, the plaintiff dealer in *Isaksen v. Vermont Castings, Inc.* alleged an (at the time) *per se* unlawful vertical price

---

adopted a common plan even though no meetings, conversations, or exchanged documents are shown.”) (internal quotations omitted) (quoting AREEDA & HOVENKAMP ¶ 1434b); *see also* William E. Kovacic, *The Identification and Proof of Horizontal Agreements Under the Antitrust Laws*, 38 ANTITRUST BULL. 5, 37-38 (1993).

<sup>292</sup> *United States v. Gen. Motors Corp.*, 384 U.S. 127, 142-43 (1966) (“[I]t has long been settled that explicit agreement is not a necessary part of a Sherman Act conspiracy.”); *see Isaksen v. Vt. Castings, Inc.*, 825 F.2d 1158, 1164 (7th Cir. 1987); AREEDA & HOVENKAMP ¶¶ 1404, 1410c.

<sup>293</sup> *United States v. Consol. Packaging Corp.*, 575 F.2d 117, 126 (7th Cir. 1978).

<sup>294</sup> *W. Penn Allegheny Health Sys., Inc. v. UPMC*, 627 F.3d 85, 99 (3d Cir. 2010).

<sup>295</sup> *See Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 588 (1986).

<sup>296</sup> *In re High-Tech Empl. Antitrust Litig.*, 2012-1 Trade Cas. (CCH) P77,866 at \*33-34 (internal quotations omitted) (quoting *Continental Ore Co. v. Union Carbide & Carbon Corp.*, 370 U.S. 690, 699 (1962)).

fixing agreement between himself and his supplier.<sup>297</sup> The defendant supplier denied that there was a conspiracy because the dealer had had never voiced his assent to the supplier's alleged coercion to raise prices.<sup>298</sup> The Seventh Circuit rejected this argument, holding that if a would-be price fixer proposes a conspiracy and the co-conspirator "merely grunts, but complies," a conspiracy has been formed because the agreement to a common course of action may "be implicit, or signified by conduct in lieu of promissory language."<sup>299</sup>

Because it is unlikely "that a formal signed-and-sealed contract or written resolution would conceivably be adopted at a meeting of price-fixing conspirators in this day and age ... it is well recognized law that any conspiracy can ordinarily only be proved by inferences drawn from relevant and competent circumstantial evidence."<sup>300</sup> Thus, an antitrust conspiracy may be established through circumstantial evidence alone.<sup>301</sup> Significantly, this means that liability may

---

<sup>297</sup> *Isaksen*, 825 F.2d at 1161-62.

<sup>298</sup> *Id.* at 1164.

<sup>299</sup> *Id.*; see also *United States v. Parke, Davis & Co.*, 362 U.S. 29, 43 (1960). "Wholesalers 'accepted Soft-Lite's proffer of a plan of distribution by cooperating in prices, limitation of sales to and approval of retail licensees. That is sufficient . . . . Whether this conspiracy and combination was achieved by agreement or by acquiescence of the wholesalers coupled with assistance in effectuating its purpose is immaterial.'" *Id.* (quoting *United States v. Bausch & Lomb Optical Co.*, 321 U.S. 707, 723 (1944)); *Interstate Circuit, Inc. v. United States*, 306 U.S. 208, 227 (1939) ("It is elementary that an unlawful conspiracy may be and often is formed without simultaneous action or agreement on the part of the conspirators. Acceptance by competitors, without previous agreement, of an invitation to participate in a plan, the necessary consequence of which, if carried out, is restraint of interstate commerce, is sufficient to establish an unlawful conspiracy under the Sherman Act." (internal citations omitted)).

<sup>300</sup> *ESCO Corp. v. United States*, 340 F.2d 1000, 1006-1007 (9th Cir. 1965); see also *W. Penn Allegheny Health Sys., Inc.*, 627 F.3d at 99.

<sup>301</sup> *In re Coordinated Pretrial Proceedings in Petroleum Prods. Antitrust Litig.*, 906 F.2d 432, 439 (9th Cir. 1990).

be established without a confession from any of the alleged conspirators.<sup>302</sup> Moreover, in assessing the existence of an agreement, it is important to distinguish “between the existence of a conspiracy and its efficacy.”<sup>303</sup> Evidence that Suppliers cheated on their agreement by occasionally continuing to offer Project Pricing does not mean there was no agreement in the first place.<sup>304</sup>

Although probative evidence of an agreement, parallel pricing behavior cannot by itself establish an agreement.<sup>305</sup> To find liability, additional circumstances or “plus factors” must support the inference of conspiracy – *i.e.* that tend to exclude the possibility of independent action.<sup>306</sup>

Here, the evidence will show that McWane, Sigma and Star engaged in parallel pricing behavior, including Star and Sigma matching McWane’s January and June 2008 price increases,

---

<sup>302</sup> See *In re High Fructose Corn Syrup Antitrust Litig.*, 295 F.3d 651, 662 (7th Cir. 2002) (noting that “most [conspiracy] cases are constructed out of a tissue of such [ambiguous] statements and other circumstantial evidence, since an outright confession will ordinarily obviate the need for a trial.”); see also SJ Decision at 7 (citing AREEDA & HOVENKAMP ¶1410c (an agreement “can exist without any documentary trail and without any admission by the participants”)).

<sup>303</sup> See *High Fructose Corn Syrup*, 295 F.3d at 656.

<sup>304</sup> SJ Decision at 18 (“The fact that not all of the claimed conspirators complied fully with the conspiracy does not mean that there is no conspiracy.”)

<sup>305</sup> SJ Decision at 8; see also *Baby Food Antitrust Litig.*, 166 F.3d at 122 (noting that when competitors act individually, but in a parallel manner, “this may provide probative evidence of the existence of an understanding by competitors to fix prices,” but is insufficient alone to prove a conspiracy).

<sup>306</sup> *City of Tuscaloosa v. Harcros Chems., Inc.*, 158 F.3d 548, 571 n.35 (11th Cir. 1998); see also *Northwest Airlines Corp.*, 208 F.R.D. at 199 (“The necessary plus factors can include [1] actions contrary to a defendant’s economic self-interest, [2] product uniformity, [3] exchange of price information and opportunity to meet, and [4] a common motive to conspire or a large number of communications.”(internal quotations omitted) (citing *Wallace v. Bank of Bartlett*, 55 F.3d 1166, 1168 (6th Cir. 1995)).

as well as all three firms centralizing pricing authority and curtailing Project Pricing.<sup>307</sup> As discussed below, the existence of plus factors transforms McWane's pricing actions from mere oligopoly interdependence to an unlawful agreement to restrain price competition.

Motive to Conspire and Industry Structure Susceptible to Collusion. Evidence of "an industry structure that facilitates collusion constitutes supporting evidence of collusion."<sup>308</sup> As previously discussed, and fully outlined in Dr. Schumann's expert report, the Fittings industry is susceptible to coordination because it is highly concentrated, with homogeneous products, and inelastic demand. There is also a high degree of transparency for published prices (list price and multipliers) and recognized price interdependence. Moreover, when input prices were increasing in early 2008, McWane, Sigma and Star had a motive to conspire.<sup>309</sup>

Plan to Restrain Competition. An alleged conspirator's plan to form a conspiracy constitutes powerful circumstantial evidence that the conspiracy was formed. For example, in *In re Sulfuric Acid Antitrust Litigation*, the plaintiffs alleged that sulfuric acid manufacturers conspired to curtail production at their respective facilities.<sup>310</sup> In denying defendants' summary judgment motion, the court found defendants' written plan for inducing its competitors to reduce output was the "most damaging" evidence "tending to exclude the possibility of independent action."<sup>311</sup> Further supporting the inference of conspiracy was "compliance with this plan on the

---

<sup>307</sup> See *supra* notes 78-105, 114-138, and accompanying text.

<sup>308</sup> *In re Text Messaging Antitrust Litig.*, 630 F.3d 622, 627-28 (7th Cir. 2010).

<sup>309</sup> See *id.*; *Flat Glass Litig.*, 385 F.3d at 360 ("[E]vidence that the defendant had a motive to enter into a price fixing conspiracy" is a plus factor.).

<sup>310</sup> *In re Sulfuric Acid Antitrust Litig.*, 743 F. Supp. 2d 827, 835. (N.D. Ill. 2010).

<sup>311</sup> *Id.* at 858.

part of” other competitors.<sup>312</sup> Likewise here, the evidence will show that McWane’s executive in charge of the Fittings business, Rick Tatman, created a plan for “stability and rational pricing” and implemented this Plan.<sup>313</sup>

Price-related Communications. Inter-firm communications on the subject of the alleged price-fixing conspiracy is an important plus factor.<sup>314</sup> Complaints about a competitor’s “cheating” can also be considered admissions of a pre-existing agreement.<sup>315</sup> Here, the evidence will show direct price communications among McWane, Sigma and Star, including the parties’ complaints to each other about cheating.<sup>316</sup> For example, an internal Star document refers to Sigma as “cheating on the fitting deal”<sup>317</sup> – language which presupposes a deal or commitment to forbear from competing.<sup>318</sup> Mr. Tatman’s statement to Sigma’s Mr. Rona that he was “upset” by Sigma’s and Star’s Project Pricing is also suggestive of an agreement or understanding that there would be no Project Pricing. These acknowledgments of conspiracy, explicit and implicit, are evidence of that deal or conscious commitment.<sup>319</sup> When there is evidence of some direct

---

<sup>312</sup> *Id*; see also *In re Linerboard Antitrust Litig.*, 504 F. Supp. 2d 38, 59 (E.D. Pa. 2007) (noting that other “evidence is contextualized” when defendant’s internal documents reflect the “search for ‘a strategy to help this highly rational behavior [reducing inventory] become contagious in this industry.’”).

<sup>313</sup> See *supra* notes 64-71, and accompanying text.

<sup>314</sup> See, e.g., *Apex Oil Co. v. DiMauro*, 822 F.2d 246, 253-54 (2d Cir. 1987); *Gainesville Utils. Dep’t v. Fla. Power & Light Co.*, 573 F.2d 292, 301 (5th Cir. 1978).

<sup>315</sup> *Beaver*, 515 F.3d at 738-739 (citation omitted).

<sup>316</sup> See *supra* notes 98-99, 101-103, and accompanying text.

<sup>317</sup> See *supra* note 142, and accompanying text; CCS ¶ 86.

<sup>318</sup> See *supra* notes 143-149, and accompanying text; CCS ¶¶ 86-90.

<sup>319</sup> *High Fructose Corn Syrup*, 295 F.3d at 661-62; see also *Re/Max Int’l, Inc. v. Realty One, Inc.*, 173 F.3d 995, 1009-10 (6th Cir. 1999).

communications, the Court may infer that there were other, undocumented conversations as well.<sup>320</sup>

Actions Contrary to the Actor's Unilateral Self-interest. Actions contrary to the defendant's independent self-interest is another significant plus factor from which the finder of fact may infer a conspiracy.<sup>321</sup> Here, the evidence will show that it was against the co-conspirators' self-interest to unilaterally abandon Project Pricing unless their competitors did as well, and to share their sales data in the DIFRA information exchange.<sup>322</sup> Allowing one's competitors to detect their loss of share is against the interest of a firm otherwise competing independently.<sup>323</sup>

---

<sup>320</sup> See *Petroleum Prods.*, 906 F.2d at 454 n.18 (evidence of direct competitor contacts permits inference of other similar contacts).

<sup>321</sup> See, e.g., *Flat Glass Litig.*, 385 F.3d at 360-61 (“Evidence that the defendant acted contrary to its interests means evidence of conduct that would be irrational assuming that the defendant operated in a competitive market. In a competitive industry, for example, a firm would cut its price with the hope of increasing its market share if its competitors were setting prices above marginal costs.”); *Williamson Oil Co. v. Philip Morris USA*, 346 F.3d 1287, 1310 (11th Cir. 2003) (“It is firmly established that actions that are contrary to an actor's economic interest constitute a plus factor.”); *Merck-Medco Managed Care, LLC v. Rite Aid Corp.*, 1992-2 Trade Cas. ¶ 72,640, 1999 U.S. App. LEXIS 21487, \*26 (4th Cir. 1999) (“Evidence of acts contrary to an alleged conspirator's economic interest is perhaps the strongest plus factor indicative of a conspiracy.”); *Re/Max Int'l*, 173 F.3d at 1009 (“Ordinarily, an affirmative answer to the first of these factors [actions against interest] will consistently tend to exclude the likelihood of independent conduct.”); *Harcros Chems.*, 158 F.3d at 572 (actions against interest one “prominent” plus factor); *Cayman Exploration Corp. v. United Gas Pipe Line, Co.*, 873 F.2d 1357, 1361 (10th Cir. 1989); *Apex Oil*, 822 F.2d at 254.

<sup>322</sup> See *supra* notes 93-97, 133-134, and accompanying text.

<sup>323</sup> *Petroleum Prods.*, 906 F.2d at 450 (the disclosure of “sensitive price information might be considered contrary to a firm's self-interest,” and thus could support a jury's finding of a “common understanding” among the companies sharing this information); *In re Currency Conversion Fee Antitrust Litig.*, 2012 U.S. Dist. LEXIS 19760, at \*17-18 (S.D.N.Y. 2012) (providing competitors with sensitive business information is against unilateral interest and may be viewed as a tacit invitation to collude); *In re High Pressure Laminates Antitrust Litig.*, 2006-1 Trade Cas. CCH ¶ 75,298, \*11 (S.D.N.Y. 2006) (defendants' sharing of confidential information

Actions that Facilitate Price Collusion. Actions that facilitate interdependent pricing are recognized as plus factors.<sup>324</sup> Here, the evidence will show that McWane, Sigma and Star: (1) took internal measures to curtail Project Pricing by centralizing pricing authority; (2) advised customers that they no longer would engage in project pricing, and (3) joined the DIFRA Information Exchange. The infamous lysine cartel was characterized by ring-leaders that urged competitors to move to a more centralized pricing system in order to reduce the incidence of cartel “cheating.”<sup>325</sup> The court in *Todd v. Exxon* also recognized that an information exchange can facilitate coordination among the participants.<sup>326</sup>

The court’s consideration of evidence supporting these plus factors will overwhelmingly support a finding that McWane participated in an unlawful price-fixing conspiracy.

In addition, McWane’s April 2009 exchange of assurances on price with Star is also *per se* unlawful.<sup>327</sup> Agreements on list prices are *per se* unlawful even if list prices are only the starting point in negotiations with customers.<sup>328</sup> Agreements to adhere to published price levels are also *per se* unlawful, even when those price levels are set unilaterally.<sup>329</sup> The Supreme

---

with competitors was against its individual economic self-interest, and therefore probative of the conspiracy).

<sup>324</sup> *Text Messaging*, 630 F.3d at 627-28; *see also* AREEDA & HOVENKAMP ¶ 1434a.

<sup>325</sup> *United States v. Andreas*, 216 F.3d 645, 653 (7th Cir. 2000).

<sup>326</sup> *Todd v. Exxon Corp.*, 275 F.3d 191, 198 (2d Cir. 2001) (competitors’ use of facilitating practice, including an information exchange, is a plus factor that supports an inference of a price-fixing agreement); *Petroleum Prods.*, 906 F.2d at 461-62 (same).

<sup>327</sup> *See generally* Jonathan B. Baker, *Two Sherman Act Section 1 Dilemmas: Parallel Pricing, The Oligopoly Problem, and Contemporary Economic Theory*, 38 ANTITRUST BULL. 143, 179 & n. 73 (1993) (explaining how the private exchange of “mere assurances . . . may nevertheless facilitate coordination by helping firms establish an equilibrium outcome as focal”).

<sup>328</sup> *High Fructose Corn Syrup*, 295 F.3d at 656 (Posner, J.); *Plymouth Dealers’ Ass’n of N. Cal. v. United States*, 279 F.2d 128, 132 (9th Cir. 1960).

<sup>329</sup> *Sugar Inst. v. United States*, 297 U.S. 553, 580-81, 601 (1936).

Court’s decision in *Sugar Institute*, 297 U.S. 553, established the longstanding rule that an agreement to adhere to previously announced prices and terms of sale is *per se* unlawful under the Sherman Act, “even though advance price announcements are perfectly lawful and even though the particular prices and terms were not themselves fixed by private agreement.”<sup>330</sup>

Here, the evidence at trial will show that Mr. McCutcheon’s April 2009 phone call to Mr. Tatman was prompted by Star’s uncertainty about whether McWane would adhere to its newly announced price list, or revert back to the prior list. To eliminate this uncertainty, Star telephoned McWane and requested an assurance that McWane would follow through with its newly announced price list.<sup>331</sup> When McWane provided the requested assurance – and guaranteed this assurance by a promise of \$25,000 if McWane did not follow through – McWane reduced each firm’s uncertainty as to what the other would do and violated the antitrust laws.

### **3. McWane Invited its Competitors to Join a *Per Se* Unlawful Conspiracy (Count Three)**

Complaint Counsel alleges that McWane’s January and May 2008 pricing letters constituted invitations to collude in violation of Section Five of the FTC Act. An invitation to collude will be condemned as *per se* unlawful when the respondent 1) communicates to a rival an

---

<sup>330</sup> *Id.*; see also *Catalano, Inc. v. Target Sales, Inc.*, 446 U.S. 643, 647 (1980) (per curiam) (discussing *Sugar Institute*, 297 U.S. 553); *TFWS, Inc. v. Franchot*, 572 F.3d 186, 191-193 (4th Cir. 2009); *Costco Wholesale Corp. v. Maleng*, 522 F.3d 874, 895-96 (9th Cir. 2008) (“an agreement to adhere to posted prices is a *per se* violation[.]” explaining that “agreements to adhere to posted prices are anticompetitive because they are highly likely to facilitate horizontal collusion”); *Energex Lighting Industries, Inc. v. North American Philips Lighting Corp.*, 765 F. Supp. 93, 106-107 (S.D.N.Y. 1991) (“An agreement that a published price list will be adhered to is a violation of the Sherman Act because it interferes with the setting of prices by free market forces.” (citing *United States v. Container Corp. of America*, 393 U.S. 333, 337 (1969))).

<sup>331</sup> See *supra* notes 162-163, and accompanying text.

invitation or solicitation to enter into 2) an arrangement, which, if accepted would constitute a *per se* illegal agreement.<sup>332</sup>

As discussed in the Commission’s Summary Judgment Decision, an invitation to collude is “the quintessential example of the kind of conduct that should be ... challenged as a violation of Section 5.”<sup>333</sup> Condemning invitations to collude under Section Five of the FTC has been sanctioned by leading antitrust scholars,<sup>334</sup> and most recently, the First Circuit under its baby FTC Act that prohibits “unfair methods of competition.”<sup>335</sup> Relying on FTC precedent, the First Circuit explaining that an unsuccessful attempt to fix prices is “pernicious conduct with a clear potential for harm and no redeeming value whatever.”<sup>336</sup> The Commission’s use of Section 5 to condemn invitations to collude has also been endorsed by leading antitrust scholars.

Here, the evidence will show that McWane invited its competitors to collude on at least two occasions. McWane’s January 11, 2008 price letter constitutes its first invitation to collude by offering support for future price increases only if McWane’s rivals followed its example and agreed to curtail Project Pricing.<sup>337</sup> McWane’s May 2008 “price” letter represented its second invitation to collude by again offering McWane’s support for future price increases only if, this

---

<sup>332</sup> *E.g.*, Complaint, *In re Valassis Commc’ns, Inc.*, 2006 FTC LEXIS 25 (Apr. 19, 2006) (F.T.C. File No. 051-0008).

<sup>333</sup> SJ Decision at 20 (citing Statement of Chairman Leibowitz, Commissioner Kovacic, and Commissioner Rosch, *In re U-Haul Int’l, Inc.*, (June 9, 2010) (F.T.C. File No. 081-0157)).

<sup>334</sup> AREEDA & HOVENKAMP ¶ 1419; Stephen Calkins, *Counterpoint: The Legal Foundation of the Commission’s Use of Section 5 to Challenge Invitations to Collude is Secure*, ANTITRUST Spring 2000, at 69 (“As a matter simply of the English language, intercepting attempted price fixing would seem the quintessential example of restraining a practice that otherwise would ripen into a Sherman Act violation, and of banning a practice that conflicts with the Sherman Act’s basic policies.”).

<sup>335</sup> *Liu v. Amerco*, 677 F.3d 489, 494 (1st Cir. 2012).

<sup>336</sup> *Id.*

<sup>337</sup> *See supra* notes 78-82, and accompanying text.

time, Sigma and Star agreed to submit their sales data to DIFRA so that the parties could detect cheating on their price-fixing agreement.<sup>338</sup> Significantly, the evidence will show that Sigma and Star understood these letters to be invitations to collude and acted accordingly.<sup>339</sup>

Notably, the fact that McWane's offers were hidden in pricing letters distributed to its customers does not bathe them in antitrust immunity. Courts have repeatedly recognized that communications supporting an illegal conspiracy "can occur in speeches at industry conferences, announcements of future prices, statements on earnings calls, and in other public ways."<sup>340</sup>

#### **4. McWane and Its Competitors Participated in an Illegal Information Exchange (Count Two)**

The Complaint alleges that McWane's participation in the DIFRA Information Exchange, by which each member agreed to report, by the 15th of each month, its previous month tons-shipped for six categories of Fittings,<sup>341</sup> was an unreasonable restraint of trade in violation of Section One of the Sherman Act. The elements for this claim are: (1) the existence of an agreement among two or more separate entities, that (2) unreasonably restrains trade.<sup>342</sup> While the DIFRA Information Exchange can be condemned as part of the *per se* illegal price-fixing

---

<sup>338</sup> See *supra* notes 120-123, 127-31, and accompanying text.

<sup>339</sup> See *supra* notes 124-126, and accompanying text.

<sup>340</sup> *In re Delta/AirTran Baggage Fee Antitrust Litig.*, 733 F. Supp. 2d 1348, 1360 (N.D. Ga. 2010) (citing Complaint, *In re Valassis Commc'ns, Inc.*, 2006 FTC LEXIS 25 (Apr. 19, 2006) (F.T.C. File No. 051-0008); *Petroleum Prods.*, 906 F.2d at 447 (quoting R. Posner, *Antitrust Law: An Economic Perspective* 146 (1976); *Standard Iron Works v. ArcelorMittal USA, Inc.*, 639 F. Supp. 2d 877, 892-95 (N.D. Ill. 2009); *In re Travel Agency Comm'n Antitrust Litig.*, 898 F. Supp. 685, 690 (D. Minn. 1995)).

<sup>341</sup> *E.g.*, August shipments due by September 15th.

<sup>342</sup> *E.g.*, *Law v. Nat'l Collegiate Athletic Ass'n*, 134 F.3d 1010, 1016 (10th Cir. 1998). (identifying elements of a violation of Section 1 of the Sherman Act); *Fashion Originators' Guild of Am., Inc. v. Fed. Trade Comm'n*, 312 U.S. 457, 463-64 (1941) (Section 5 of the FTC Act violations may be based on conduct that violates the Sherman Act).

conspiracy discussed *supra* at Part II.C.2, it also violates the antitrust laws as an agreement that facilitates price coordination.<sup>343</sup> Agreements to exchange competitively sensitive information are not illegal *per se*, but can be condemned under the Rule of Reason when, as here, the likely effect is to facilitate coordinated pricing behavior.<sup>344</sup>

The reciprocal exchange of information among competitors, “is of course sufficient to establish the combination or conspiracy, the initial ingredient of a violation of [Section 1] of the Sherman Act.”<sup>345</sup> Accordingly, the main issue at trial will be whether the DIFRA Information Exchange harmed competition, which can be established by the market power of the participants and nature of the agreement, or by evidence of actual effects.<sup>346</sup>

A high market share in the relevant market, plus the presence of high barriers to entry, will support a finding of market power.<sup>347</sup> Here, the evidence at trial will show that McWane,

---

<sup>343</sup> *United States v. U.S. Gypsum Co.*, 438 U.S. 422, 433 (1978); *United States v. Citizens & S. Nat’l Bank*, 422 U.S. 86, 113-14 (1975); *Todd*, 275 F.3d at 198; *Petroleum Prods.*, 906 F.2d at 448 (“One may reluctantly tolerate interdependent pricing behavior as such and still condemn [those agreements involving] practices which unjustifiably facilitate interdependent pricing and which can be readily identified and enjoined.”) (quoting AREEDA & HOVENKAMP); AREEDA & HOVENKAMP ¶ 1407b (an arrangement facilitates collusion when it makes it easier for parties to coordinate price or other behavior in an anticompetitive way).

<sup>344</sup> *See Cal. Dental Ass’n*, 526 U.S. at 781 (Souter, J.) (level of review required is an “enquiry meet for the case, looking to the circumstances, details and logic of the restraint”).

<sup>345</sup> *United States v. Container Corp.*, 393 U.S. 333, 335 (1969); *accord Todd v. Exxon; Rosefielde v. Falcon Jet Corp.*, 701 F. Supp. 1053, 1061 (D.N.J. 1988); AREEDA & HERBERT HOVENKAMP ¶ 1409a (“[W]hen two competitors exchange information about their past or future prices, we can see a conspiracy to make the exchange . . . . The agreement to make the exchange is obviously present . . .”).

<sup>346</sup> *See supra* notes 253-254, and accompanying text.

<sup>347</sup> *E.g., Microsoft Corp.*, 253 F.3d at 51-56; *Staples*, 970 F. Supp. at 1081-82, 1086 (evidence of market share and entry barriers have commonly been central to market power analysis).

Sigma, and Star had market power with a collective market share in excess of \_\_\_\_\_ in the Fittings market, which is characterized by substantial barriers to entry.<sup>348</sup>

While the nature of an information exchange generally is not inherently anticompetitive, information exchanges are well-recognized as possible tools for facilitating coordinated behavior and supracompetitive prices.<sup>349</sup> For example, an information exchange can reduce the incentive for participating firms to compete for sales because their rivals can more easily detect lost sales and invite a competitive response. Additionally, the information exchange can help its members determine whether a decline in their own sales is due to a general decline in market demand, or is instead due to sales lost to its rivals. The former implies that it is safe to continue charging high prices (stabilizes prices); the latter implies a need to lower prices or otherwise compete more aggressively.<sup>350</sup>

The likelihood that an information exchange will facilitate price coordination is closely tied to the susceptibility of the relevant industry to collusion.<sup>351</sup> As previously discussed, the

---

<sup>348</sup> See *supra* notes 12-25, and accompanying text.

<sup>349</sup> See Dep’t of Justice and Fed. Trade Comm’n, *Statements of Antitrust Enforcement Policy in Health Care: Statement 6: Enforcement Policy on Provider Participation in Exchanges of Price and Cost Information* (hereinafter, *Statement 6*), <http://www.ftc.gov/bc/healthcare/industryguide/policy/statement6.pdf> (noting that absent “appropriate safeguards... information exchanges among competing providers may facilitate collusion or otherwise reduce competition on prices or compensation, resulting in increased prices, or reduced quality and availability of health care services.”)

<sup>350</sup> MASSIMO MOTTA, *COMPETITION POLICY, THEORY AND PRACTICE* 151 (2004); see also *Petroleum Prods.*, 906 F.2d at 462 (exchange of production and supply data can be used to police a cartel or to facilitate interdependent action); George A. Hay, *Oligopoly, Shared Monopoly, and Antitrust Law*, 67 CORNELL L. REV. 439, 454 (1982) (“[F]irms can use information about sales volume, which would indicate an unusual increase in one firm’s sales (presumably associated with secret discounts), to monitor adherence to consensus prices.”).

<sup>351</sup> *Gypsum*, 438 U.S. at 441 & n.16; see also *Todd*, 275 F. 3d at 207-213; *Petroleum Prods.*, 906 F.2d at 448; *Fleischman v. Albany Medical Center*, 728 F. Supp. 2d 130, 159 (N.D.N.Y. 2010).

evidence at trial will show that the Fittings market is highly susceptible to collusion: it has concentrated suppliers, but unconcentrated customers; Fittings are a commodity product with inelastic demand; and there is a high degree of price transparency and price interdependence.<sup>352</sup> Even in such markets, however, suppliers still face the classic problem that each firm has an incentive to deviate from previously announced price levels, especially where such deviations are not easily detected by rivals.<sup>353</sup> An information exchange will combat this problem – particularly in down markets where firms could mistakenly attribute lost sales to competition from rivals when the true cause was lower overall market demand.<sup>354</sup>

The nature of the data being exchanged is also important to assessing the likelihood that the information exchange will facilitate price coordination.<sup>355</sup> As discussed above, information exchanges that relate to sales data -- and not only product prices -- can facilitate price

---

<sup>352</sup> See *supra* notes 1-11, 41-49, and accompanying text.

<sup>353</sup> *United States v. Hefferenan*, 43 F.3d 1144, 1149 (7th Cir. 1994) (“The temptation of a member of a price-fixing conspiracy to cheat his fellows by shading the agreed price is very great, and is the bane of price fixers...”); see also Thomas A. Piraino, Jr., *Regulating Oligopoly Conduct Under the Antitrust Laws*, 89 MINN. L. REV. 9, 21 (2004) (“Both [economist George] Stigler and the Merger Guidelines recognize that cheating on a price-fixing arrangement is attractive to individual firms, because it can bring an immediate windfall of new business to the cheater.”).

<sup>354</sup> See MOTTA, *supra* note 350, at 151 (“[A]vailability of more precise estimates of aggregate (market) demand would also help [facilitate collusion], as it allows firms to see whether a decrease in individual demand is due to cheating of rivals or to a negative shock in market demand. In turn, this implies that there would be no need for punishment phases which are triggered not by deviations but by a general decrease of market demand”); Kai-Uwe Kuhn, *Fighting Collusion By Regulating Communication Between Firms*, 32 ECON. POL’Y 167, 182-83 (2001) (explaining that strategic uncertainty can introduce a downward bias on prices: “Charging the monopoly price is very costly if others pick lower prices, because the loss in market share will be very large. Shading the price downwards will, in the presence of strategic uncertainty, reduce the probability of losing a lot of market share. Hence, there may be a tendency to lower price lower than the monopoly price as a response to strategic uncertainty.”).

<sup>355</sup> *Gypsum*, 438 U.S. at 441 & n.16; see also *Todd v. Exxon Corp.*, 275 F. 3d 191, 207-213 (2d Cir. 2001). *Petroleum Prods. Antitrust Litig.*, 906 F.2d 432, 448 (9th Cir. 1990); *Fleischman*, 728 F. Supp. 2d at 162.

coordination and stabilize prices by allowing members to detect cheating on published prices or whether it is safe to continue charging high prices.<sup>356</sup> Indeed, the evidence will show that Star did not originally want to participate in DIFRA because it feared that McWane would use the competitive intelligence it gained through DIFRA to detect sales it had lost to Star.<sup>357</sup> It is also worth noting that the DIFRA Information Exchange falls outside of the safety zones established by the FTC/DOJ Guidelines for Horizontal Collaborations.<sup>358</sup>

The evidence at trial will show that the purpose and effect of the DIFRA information exchange was to facilitate collusion by increasing price transparency and to ultimately stabilize and raise prices.<sup>359</sup> Specifically, the evidence will also show that the DIFRA information exchange effectively permitted McWane and the other Fittings suppliers to determine whether loss in volume was due to overall market conditions or due to “cheating” by competitors. This is best explained by Sigma’s CEO, Victor Pais:

In Fittings, there are effectively 3 – McWane, Sigma and Star – and all suffer from the same challenges and there seems to be a great desire to improve the pricing and *each one has demonstrated*

---

<sup>356</sup> See Hay, *supra* note 350, at 454; see also Piraino, *supra*, at 58.

<sup>357</sup> See *supra* note 134, and accompanying text.

<sup>358</sup> *Statement 6* (Firms operate within the safety zone when (1) the exchange is managed by a third party, (2) the data exchanged is more than three months old, (3) there are at least five participants, with none representing more than 25% of the data, and (4) the data is sufficiently aggregated so as to mask the submissions from a particular participant. The farther outside the safe harbor, the more likely that an Information Exchange harms competition.); see also Fed. Trade Comm. and U.S. Dep’t of Justice, *Antitrust Guidelines for Collaboration Among Competitors* § 4 (2000), <http://www.ftc.gov/os/2000/04/ftcdojguidelines.pdf>.

<sup>359</sup> See generally *Am. Needle, Inc. v. Nat’l Football League*, 130 S. Ct. 2201, 2217 (2010) (quoting *Board of Trade v. United States*, 246 U.S. 231, 238 (1918) (recognizing that “knowledge of intent may help the court to interpret facts and to predict consequences” of an agreement)); see also *National Soc. of Prof’l Eng’rs v. United States*, 435 U.S. 679, 690 (1978) (“Unreasonableness under that test could be based either (1) on the nature or character of the contracts, or (2) on surrounding circumstances giving rise to the inference or presumption that they were intended to restrain trade and enhance prices.”).

*thru a reasonable amount of discipline, even being protective of our respective market share. This is where the monthly market size data produced by DIFRA, an association that SIGMA helped to form, with 4 member suppliers fro [sic] Fittings (one, US Pipe, actually is not a producer anymore, but a small player buying almost all their needs from SIGMA), helps maintain the pricing discipline, as the market and market share data point to a relatively consistent and stable market pattern. It has helped us not to allow the sharp market decline to be mistaken as a 'loss of market share', which mostly causes price reaction. Our [Gross Margins] have continued to be strong, throughout the year, even as the volumes have been weak.<sup>360</sup>*

There are no procompetitive efficiencies that outweigh the DIFRA Information Exchange's significant anticompetitive effects. Although McWane may point to various precompetitive purposes of DIFRA related to standard setting and other activities, the fact remains that DIFRA's only activity was to operate the Information Exchange. Contemporaneous documents and sworn testimony establish that DIFRA's purpose and effect was to stabilize pricing in the manner predicted by legal and economic theory.

**5. McWane Enlisted its Competitor Sigma as a Master Distributor to Prevent Competition in the Domestic Fittings Market (Count Four)**

The Complaint alleges that the MDA between McWane and Sigma violated Section One of the Sherman Act by unlawfully eliminating Sigma as a potential actual entrant into the Domestic Fittings market. Specifically, as of June 2009, Sigma was planning to enter the Domestic Fittings market in competition with McWane and Star, but agreed through the MDA with McWane to abandon independent entry and instead to distribute McWane's Domestic Fittings. The elements for this claim are: (1) the existence of an agreement among two or more

---

<sup>360</sup> See *supra* note 135.

separate entities, that (2) unreasonably restrains trade.<sup>361</sup> Because this conduct eliminates competition between two actual or potential competitors, it is analogous to a market allocation agreement and should be condemned under a *per se* illegal or inherently suspect framework. Because there are no redeeming efficiency justifications, the conduct, if tested, would also fail a full blown Rule of Reason analysis.

On its face, the MDA agreement, signed by both Sigma and McWane, establishes the agreement requirement for a Section One violation. The primary question at trial will be whether Sigma was a potential actual competitor in the Fittings market.

**a) Sigma was a Potential Actual Competitor In the Fittings Market**

A firm is a potential competitor “if there is evidence that entry by the firm is reasonably probable in the absence of the relevant agreement.”<sup>362</sup> The evidence at trial will show that Sigma intended and was prepared to enter the Domestic Fittings business, and took affirmative steps to enter the market until signing the MDA, when all such efforts stopped.

Specifically, the evidence at trial will show that Sigma was planning to enter the Domestic Fittings market up until the point that it signed the MDA. Most potently, Sigma’s contemporaneous documents show that Sigma viewed Domestic entry as an imperative for the

---

<sup>361</sup> *E.g.*, *Law v. NCAA*, 134 F.3d 1010, 1016 (10th Cir. 1998) (identifying elements of a violation of Section 1 of the Sherman Act); *Fashion Originators’ Guild, Inc. v. Fed. Trade Comm’n*, 312 U.S. 457, 463-64 (1941) (Section 5 of the FTC Act violations may be based on conduct that violates the Sherman Act).

<sup>362</sup> *See, e.g.*, SJ Decision at 22 n.18 (citing *Yamaha Motor Co. v. FTC*, 657 F.2d 971, 977-79 (8th Cir. 1981); *United States v. Siemens Corp.*, 621 F.2d 499, 506-07 (2d Cir. 1980); AREEDA & HOVENKAMP, at ¶ 1121b); *see also* AREEDA & HOVENKAMP, at ¶ 1901b (“An arrangement is said to be ‘horizontal’ when (1) its participants are either (a) actual rivals at the time the agreement is made or (b) potential rivals at the time the agreement is made; and (2) the agreement eliminates some avenue of rivalry among participants.”); Fed. Trade Comm. and U.S. Dep’t of Justice, *Antitrust Guidelines for Collaboration Among Competitors* § 1, n.6 (2000), <http://www.ftc.gov/os/2000/04/ftcdojguidelines.pdf>.

company.<sup>363</sup> Even now, against interest and under oath, Sigma's Mr. Pais admits that if they had not entered the MDA, then Sigma would have entered the Domestic Fittings market if they had not been able to reach agreeable terms on the MDA: "then we certainly would have gone another - to Plan B, which is our [domestic] production."<sup>364</sup> These contemporaneous documents and against-interest evidence of subjective intent are "the best evidence that a firm is an actual potential entrant."<sup>365</sup>

Additionally, the evidence will show that Sigma was financially capable of entering the Domestic market, including being willing to add additional capital investment;<sup>366</sup> it had the expertise from its import Fittings business; and it had even taken concrete steps towards entry, including visiting foundries, securing offers to produce Domestic Fittings, and creating prototypes and conducting a series of production trials.<sup>367</sup> Sigma's incentive to enter the Domestic Fittings market was clear:

Importantly, the conclusion that Sigma was likely to enter is consistent with McWane's own contemporaneous determination that McWane was likely to enter the Domestic Fittings market and its motivation for entering the MDA at all.<sup>369</sup> As Mr. Tatman explained the

---

<sup>363</sup> See *supra* notes 177-181, 211-212, and accompanying text.

<sup>364</sup> See *supra* note 222, and accompanying text.

<sup>365</sup> *In re B.A.T. Indus., Ltd.*, 104 F.T.C. 852, 922 (1984).

<sup>366</sup> See *supra* note 171, and accompanying text.

<sup>367</sup> See *supra* note 220, and accompanying text.

<sup>368</sup> See *supra* note 219, and accompanying text.

<sup>369</sup> See *supra* notes 223-226, and accompanying text.

reasoning behind the MDA to his sales force: “the reality of the situation is that in the absence of the MDA with [McWane], Sigma was going to develop their own domestic sourcing options to the extent they could.”<sup>370</sup> These facts of Sigma’s likely entry into the Domestic Market are more than sufficient to meet either standard of potential actual competitors.

b) An Agreement that Eliminates Competition Between Actual or Potential Competitors Harms Competition

An agreement between actual or potential competitors that eliminates competition between the two firms presumptively harms competition, regardless of whether it occurs through a distribution agreement, a license agreement, or even a payment by one firm to another to stay out of the market.<sup>371</sup> Here, the MDA expressly precluded Sigma’s independent entry in competition with McWane, requiring that, with few exceptions, “McWane shall be Sigma’s sole and exclusive source for Domestic Fittings.”<sup>372</sup> The Commission’s decision in *SKF* is on point.

In *In re SKF Industries, Federal-Mogul Corp.* (“FM”) and *SKF Industries, Inc.* (“SKF”) were two vertically integrated competitors of ball bearings and other products that each had their own manufacturing operations and distribution facilities.<sup>373</sup> Because it was losing money, FM determined that it wished to cease production of its own bearings, and decided to enter into an agreement with SKF. Under this agreement, SKF became FM’s exclusive supplier of bearings,

---

<sup>370</sup> See *supra* note 227, and accompanying text.

<sup>371</sup> *E.g., Palmer v. BRG of Georgia, Inc.*, 498 U.S. 46, 49 (1990) (competitor enlisted as licensor); *In re SKF Indus., Inc.*, 94 Fed. Trade Comm’n. 94 F.T.C. 6 (1979) (competitor enlisted as distributor); *United States v. General Electric Co.*, 1997-1 Trade Cas. (CCH) ¶ 71,765 (D. Mont. 1997) (potential competitor enlisted as licensee) ); *FTC v. Watson Pharms., Inc.*, 677 F.3d 1298, 1307 (11th Cir. 2012) (“antitrust laws typically prohibit agreements where one company pays a potential competitor not to enter the market”).

<sup>372</sup> See *supra* notes 229-230 and accompanying text.

<sup>373</sup> 94 F.T.C. 6 (1972)

and gave its distribution accounts to FM, who became the exclusive distributor of SKF products.<sup>374</sup> SKF had argued that this agreement was little more than an “embellished vertical supply contract,” and that it should be analyzed under a rule of reason analysis.<sup>375</sup> Under that analysis, SKF argued that the agreement yielded significant efficiencies since SKF was most profitable at manufacturing and FM was most profitable at distribution.<sup>376</sup>

The Commission disagreed. Recognizing that the arrangement contained horizontal and vertical elements, the Commission nevertheless concluded that conduct was “most closely analogous to market division and customer allocation, practices held in other cases to constitute *per se* violations.”<sup>377</sup> The Commission noted that most typical market allocations agreements involve two competitors dividing the market and continuing to compete in their remaining markets, whereas the division was 100%:0% there, but reasoned that the level of division was not a dispositive fact to the summary condemnation of market allocation cases.<sup>378</sup> The Commission held that the SKF-FM arrangement was “so plainly anticompetitive in its nature and necessary effect that no elaborate study of the industry is needed to establish its illegality.”<sup>379</sup>

---

<sup>374</sup> *SKF Indus.*, 94 F.T.C. at 89-92.

<sup>375</sup> *Id.* at 77.

<sup>376</sup> *Id.* at 103.

<sup>377</sup> *Id.* at 98, 101.

<sup>378</sup> *Id.* at 101-102.

<sup>379</sup> *Id.* at 101 (relying on *Nat’l Soc’y of Prof. Eng’rs v. United States*, 435 U.S. 679, 692 (1978); *Northern Pac. Ry. v. United States*, 356 U.S. 1 (1958); and *United States v. Am. Smelting & Refining Co.*, 182 F. Supp. 834, 859-60 (S.D.N.Y. 1960) (also striking down a market division “accomplished through an agreement creating a vertical relationship between competitors”).

Likewise here, the MDA is not a simple buy-sell agreement between competitors. It eliminated competition in the Domestic Fittings market between McWane and Sigma and should be summarily condemned. Whether the competitor (or potential actual competitor) is removed entirely or co-opted as an ally, the harm to competition is obvious. As Judge Posner explains

The analogy between price-fixing and division of markets is compelling. It would be a strange interpretation of antitrust law that forbade competitors to agree on what price to charge, thus eliminating price competition among them, but allowed them to divide markets, thus eliminating all competition among them.<sup>380</sup>

Even if this Court were to analyze the MDA as inherently suspect, or even a full-blown rule of reason, the MDA would still be condemned because the evidence will show that there are no prevailing efficiencies.

c) There are No Redeeming Justifications That Outweigh the Harm Caused by the MDA

If allowed, McWane would likely argue that Sigma as a distributor was beneficial to consumers because Sigma has better at service and distribution capabilities.<sup>381</sup> This evidence at trial, however, will show that this justification or reasoning appears nowhere in McWane's contemporaneous documents. To the contrary, in McWane's eyes, the fact that Sigma may win

---

<sup>380</sup> *Blue Cross & Blue Shield United v. Marshfield Clinic*, 65 F.3d 1406, 1415. *See also Schering-Plough Corp. v. FTC*, 402 F.3d 1056, 1064 (“an agreement to allocate markets is ‘clearly anticompetitive,’ resulting in reduced competition, increased prices, and a diminished output”); *In re Terazosin Hydrochloride Antitrust Litig.*, 2005-1 Trade Cas. (CCH) ¶ 74,709 at 101,456 (S.D. Fla. 2005) (Agreements between competitors to allocate markets have “the obvious tendency to diminish output and raise prices.”).

<sup>381</sup> To the extent that McWane also argues that the MDA beneficially increased its sales, this is not a cognizable efficiency. *See United States v. Microsoft*, 253 F.3d at 72 (“[K]eeping developers focused upon Windows — that is, preserving the Windows monopoly — is a competitively neutral goal.”).

Domestic jobs was considered a *negative* and a reason against entering into the MDA.<sup>382</sup> All contemporaneous documents show that McWane entered into the MDA as an “insurance policy” against Sigma’s likely Domestic Fittings entry because it would be better financially for McWane to lose some of its monopoly margins to Sigma as a distributor than to compete with Sigma in the Domestic market.<sup>383</sup> Importantly, this Court can reject and ignore *post hoc* rationalizations.<sup>384</sup>

Moreover, the Commission has already rejected a similar argument in *SKF*. There, the Commission rejected efficiency justifications of a similar arrangement because those efficiencies were likely to be caused by the competitive process rather than through an agreement limiting (or eliminating) competition:

Some efficiencies may, of course, result from almost any market allocation scheme as the courts have recognized in uniformly rejecting this proffered justification for horizontal market or customer allocations. Geographic market division can eliminate cross hauling and thus save expenses. Product market allocation may allow each competitor to concentrate on the specialized production at which it is most efficient. *But these are efficiencies that a competitive market is likely to force upon a firm in the long run in any event.* More importantly, the means of achieving these efficiencies in this case -- agreement between horizontal competitors -- is competitively dangerous.<sup>385</sup>

Likewise, here, McWane’s claimed efficiencies amount to nothing more than descriptions of its own competitive shortcomings and cannot serve as a justification for harm to competition.

---

<sup>382</sup> See *supra* note 225 and accompanying text.

<sup>383</sup> See *supra* note 226 and accompanying text.

<sup>384</sup> Realcomp Slip Opinion, at 29 (rejecting claimed business justifications in part because they were “post-hoc rationalizations rather than actual reasons for the policies’ adoption”).

<sup>385</sup> *SKF Indus.*, 94 F.T.C. at 103.

Moreover, the additional terms in the MDA appear designed to ensure that there could be no efficiency enhancing aspects of the agreement. For example, the MDA required Sigma to sell Domestic Fittings at a weighted average of no less than 98% of McWane's published prices, which meant that SIGMA could not pass on the benefit of any efficiencies in its distribution system in the form of lower prices. Per the MDA, Sigma could not offer its normal volume rebates on its sales of Domestic Fittings, and was instead obliged to offer an 8% volume rebate.<sup>386</sup> And finally, the MDA required Sigma to limit its customer base and not sell McWane's Domestic Fittings to any distributor who purchased Fittings from Star. McWane has not offered any efficiency explanations for these central terms of the MDA.

**6. McWane Monopolized, or Attempted to Monopolize, the Market for Domestic Fittings through Exclusionary Conduct (Counts Six and Seven)**

The Complaint alleges that McWane monopolized or attempted to monopolize the Domestic Fittings Market through Exclusive Dealing policy in violation of Section Two of the Sherman Act. The offense of monopolization under Section 2 has two elements: (1) the possession of monopoly power in a relevant market, and (2) the willful acquisition or maintenance of that power through exclusionary conduct.<sup>387</sup> The offense of attempted monopolization requires proof that (1) the respondent engaged in exclusionary conduct, with (2)

---

<sup>386</sup> CX 0089-003 (Pais noting that Sigma was "obliged to offer the same [as McWane] VR incentive of 8% for all customers who would purchase over \$200,000/per year of domestic Fittings"); CX 0953 ("Please be very careful in NOT offering any VR [volume rebate] plans for 2010 for DOM Fittings – as Tyler may reduce the VR% for 2010. As you know, they have been trying to improve this area of the market pricing for a while.").

<sup>387</sup> SJ Decision at 24-25; *see also United States v. Grinnell Corp.*, 384 U.S. 563, 570-71 (1966); *United States v. Microsoft Corp.*, 253 F.3d 34, 58 (D.C. Cir. 2001).

a specific intent to monopolize, and (3) a “dangerous probability of achieving monopoly power.”<sup>388</sup> These counts are evaluated under the rule of reason.

a) McWane Possesses Monopoly Power or the Dangerous Probability of Achieving Monopoly Power in the Domestic Fittings Market

Monopoly power is “the ability (1) to price substantially above the competitive level *and* (2) to persist in doing so for a significant period without erosion by new entry or expansion.”<sup>389</sup>

Monopoly power may be established by direct evidence of a firm’s ability to control prices or exclude competitors, or indirectly through proof of high market shares protected by barriers to entry.<sup>390</sup> Generally, a market share of at least 70-80% is sufficient to support a finding of monopoly power, and a market share of at least 40-50% will support a finding a dangerous probability of achieving monopoly power.<sup>391</sup> A dangerous probability of monopoly power “requires the same analysis and proof of the same character, but not the same quantum, as would be necessary to establish monopoly power for an actual monopolization claim.”<sup>392</sup>

The evidence at trial will establish McWane’s monopoly power, or dangerous probability of achieving monopoly power, in the Domestic Fittings market through direct and indirect evidence. At the time that ARRA was enacted, McWane was the only significant Domestic

---

<sup>388</sup> *Spectrum Sports, Inc. v. McQuillan*, 506 U.S. 447, 456 (1993); *see also* SJ Decision at 24-25.

<sup>389</sup> *AD/SAT v. Associated Press*, 181 F.3d 216, 227 (2d Cir. 1999) (citing *AREEDA & HOVENKAMP* ¶ 86).

<sup>390</sup> *Microsoft*, 253 F.3d at 51.

<sup>391</sup> *United States v. E.I. DuPont de Nemours & Co.*, 351 U.S. 377, 379, 391 (1956) (finding 75% of a relevant market to constitute monopoly power); *Grinnell Corp.*, 384 U.S. at 567 (inferring monopoly power from the “predominant share” (87%) of the market); *Eastman Kodak Co. v. Image Tech. Servs.*, 504 U.S. 451, 481 (1992) (holding that a factfinder could infer monopoly power from an 80% market share).

<sup>392</sup> SJ Decision at 27; *McGahee v. N. Propane Gas Co.*, 858 F.2d 1487, 1498, 1505 (11th Cir. 1988).

Fittings manufacturer with over a            market share, and continued to have at least a market share in 2011.<sup>393</sup> While there are significant barriers to entry that would prevent a firm from being *de novo* entrant,<sup>394</sup> McWane’s Exclusive Dealing policy represents the most significant barrier to entry for well-established Fittings suppliers like Sigma and Star from entering the domestic market.<sup>395</sup> This inference of monopoly power, or dangerous probability of achieving monopoly power, will be confirmed at trial by direct evidence of McWane’s ability to control prices and exclude competitors. For example, McWane’s Domestic Fittings are priced significantly higher than identical Fittings sold into open specification jobs, and its executives have admitted that McWane enjoyed the ability to increase prices during at least the ARRA period. McWane’s ability to exclude Star is also direct evidence of its monopoly power.<sup>396</sup>

**b) McWane’s Exclusive Dealing Policy Is Likely to Have Substantial Anticompetitive Effects**

Conduct is deemed exclusionary when it significantly impairs the ability of rivals to compete effectively with the respondent and thus to constrain its exercise of monopoly power.<sup>397</sup>

---

<sup>393</sup> See *supra* note 15, and accompanying text; *supra* note 209.

<sup>394</sup> See *supra* note 24.

<sup>395</sup> Exclusionary conduct is also recognized as a barrier to entry. See *United States v. Dentsply Int’l, Inc.*, 399 F.3d 181, 189 (3d Cir. 2005); see also CX 2260 at 067 (Schumann Rep. at 65) (explaining that preventing a Fittings supplier from the using the services of Distributors “would face an absolute, long-term ‘economic barrier to entry.’”).

<sup>396</sup> *Dentsply*, 399 at 188-90 (3d Cir. 2005) (ability to exclude is direct evidence of power); *Re/Max Int’l*, 173 F.3d at 1016, 1018-19; see also CX 2260 at 077 (Schumann Rep. at 75) (noting that “McWane could implement its ‘full support’ policy only because it had the monopoly power to do so. Had McWane faced efficient competition by other incumbent manufacturers of Fittings, it could not have imposed such a restrictive dealing policy on distributors that would have been unwilling to voluntarily purchase domestic Fittings from only McWane.”).

<sup>397</sup> See *Aspen Skiing Co. v. Aspen Highlands Skiing Corp.*, 472 U.S. 585, 603 (quoting R. BORK, *THE ANTITRUST PARADOX* 160 (1978)), 605 & n.32 (exclusionary conduct “tends to impair the opportunities of rivals” but “either does not further competition on the merits or does so in an

More specifically, courts evaluate the competitive effects of exclusive dealing by considering factors such as intent, the duration and ease of termination of the policy, and the extent of market foreclosure.<sup>398</sup> Notably, Complaint Counsel need only establish *likely effects*; it is not required to quantify a but-for world absent McWane’s exclusionary conduct.<sup>399</sup>

As explained in *Aspen Skiing Co. v. Aspen Highlands Skiing Corp.*, “evidence of intent is . . . relevant to the question whether the challenged conduct is fairly characterized as ‘exclusionary’ or anticompetitive.”<sup>400</sup> For example, in *United States v. Empire Gas Corp.*, the court relied on evidence that the defendant’s conduct was motivated by a desire to raise prices. The Supreme Court in *Aspen Skiing* explained that “evidence of intent is . . . relevant to the question whether the challenged conduct is fairly characterized as ‘exclusionary’ or anticompetitive.”<sup>401</sup> In *Aspen*, the Court determined that the defendant’s exclusionary policy “was not motivated by efficiency concerns and that [the defendant] was willing to sacrifice short-run benefits and consumer goodwill in exchange for a perceived long-run impact on its smaller rival.”<sup>402</sup> Here, McWane’s Exclusive Dealing policy was similarly not motivated by efficiency

---

unnecessarily restrictive way”) (citations omitted) (1985); *Microsoft*, 253 F.3d at 58, 79 (quoting 3 AREEDA & HOVENKAMP ¶ 651c, and explaining that conduct is exclusionary when it “reasonably appears capable of making a significant contribution to . . . maintaining monopoly power.”).

<sup>398</sup> *Roland Mach. Co. v. Dresser Indus., Inc.*, 749 F.2d 380, 395 (7th Cir. 1984) (agreements less than one year with easy termination clauses generally are presumed to be lawful under Section 1).

<sup>399</sup> SJ Decision at 25.

<sup>400</sup> *See Aspen Skiing*, 472 U.S. at 602; *see also Microsoft*, 253 F.3d at 59 (finding evidence of intent relevant when it “helps us understand the likely effect of the monopolist’s conduct”).

<sup>401</sup> *Aspen Skiing*, 477 U.S. at 602; *see also Microsoft*, 253 F.3d at 59 (finding evidence of intent relevant when it “helps us understand the likely effect of the monopolist’s conduct”).

<sup>402</sup> *Aspen Skiing*, 477 U.S. at 610-611.

concerns, but by the desire to prevent Star’s successful entry and thereby maintain higher prices.<sup>403</sup>

The evidence introduced at trial will show that McWane adopted its Exclusive Dealing policy specifically in response to Star’s announced entry into the Domestic Fittings market and with an intent to “make sure that they [Star] don’t reach any critical market mass that would allow them to continue to invest and receive a profitable return.”<sup>404</sup> McWane did so because it was concerned that Star, a historically low-priced competitor of imported Fittings, would “not be a responsible competitor,” and that the “domestic market [would get] creamed from a pricing standpoint just like the non-domestic market has been driven down in the past.”<sup>405</sup>

Exclusive dealing policies that are imposed unilaterally, such as McWane’s, “should be treated as indefinite in duration.”<sup>406</sup> Thus, cases discussing the duration or ease of termination of exclusive dealing agreements are inapposite to this case.

Finally, the core inquiry for this Court to decide will be whether the foreclosure caused by McWane’s Exclusive Dealing policy has been substantial – *i.e.*, competitively meaningful.<sup>407</sup>

---

<sup>403</sup> *United States v. Empire Gas Corp.*, 537 F.2d 296 (1976); *see also Confederated Tribes of Siletz Indians of Or. v. Weyerhaeuser Co.*, 411 F.3d 1030 (9th Cir. 2005) (reversed on other grounds, *sub nom Weyerhaeuser Co. v. Ross-Simmons Hardwood Lumber Co.*, 549 U.S. 312 (2007) (relying on the company’s business projections to find that the company sought not only to increase its own sales, but to foreclose competition).

<sup>404</sup> *See supra* note 206, and accompanying text.

<sup>405</sup> *See supra* note 189-90, and accompanying text.

<sup>406</sup> *Lessig v. Tidewater Oil Co.*, 327 F.2d 459, 469 n.22 (9th Cir. 1964) (citing Derek C. Bok, *The Tampa Electric Case and the Problem of Exclusive Arrangements under the Clayton Act*, 1961 SUP. CT. REV. 267, 313-14 n. 119 (1961)).

<sup>407</sup> SJ Decision at 25 (“An exclusive dealing arrangement is not unlawful under the antitrust laws unless it is likely to foreclose competition in a substantial share of the line of commerce affected.”) (citations omitted). When considering foreclosure, courts sometimes find the volume of commerce affected to be more probative than the plain number of retail outlets or distributors foreclosed. *Lessig*, 327 F.2d at 468 (“[T]he percentage of sales of gasoline in the area made

While courts often use a foreclosure percentage as a useful proxy for determining whether there has been meaningful foreclosure, it is not necessary to establish a quantitative foreclosure percentage.<sup>408</sup> As explained by the Commission in its Summary Judgment Decision, the fact that McWane's Exclusive Dealing policy has not completely excluded all rivals will not save the policy from condemnation:

As explained in *United States v. Dentsply International*, “[t]he test is not total foreclosure, but whether the challenged practices bar a substantial number of rivals or severely restrict the market’s ambit.” 399 F.3d 181, 191 (3d Cir. 2005). Accordingly, the question here is whether McWane’s conduct foreclosed a substantial portion of the effective channels of distribution, and whether the conduct had a significant effect in preserving McWane’s monopoly. *See Microsoft*, 253 F.3d at 70 (noting that “a monopolist’s use of exclusive contracts ... may give rise to a § 2 violation even though he contracts foreclose less than the roughly 40% or 50% share usually required in order to establish a § 1 violation.”).<sup>409</sup>

The evidence at trial will show that McWane’s Exclusive Dealing policy has substantially foreclosed and effectively harmed competition. For example, the two largest Distributors and many of Star’s largest customers for imported Fittings, will testify that but for McWane’s Exclusive Dealing policy, they would likely have purchased more Domestic Fittings from

---

through Tidewater stations was shown (about 5 per cent as compared with 6.7 per cent in Standard), and would seem to reflect the impact of the restrictive arrangements more accurately than would the percentage of retail outlets affected.”).

<sup>408</sup> *See Microsoft*, 253 F.3d at 70; *Lorain Journal Co. v. United States*, 342 U.S. 143, 153-54, n.7 (1951); *Dentsply*, 399 F.3d at 185, 190 (assigning liability without proof of foreclosure percentages; only twenty-three “key dealers” out of “hundreds” of outlets were foreclosed); *LePage’s Inc. v. 3M*, 324 F.3d 141, 160-61 (3d Cir. 2003) (assigning liability without proof of foreclosure percentages where “large customers” that provided access to economies of scale were foreclosed).

<sup>409</sup> SJ Decision at 25.

Star.<sup>410</sup> As recognized by McWane, if Star had been free to win business from the national Distributors, these accounts would have offered Star a quick and efficient way to win large volumes of business as well as a measure of commercial validation.<sup>411</sup> With Distributors reluctant to take the risk imposed by McWane’s Exclusive Dealing policy, Star had difficulty making sufficient sales to realize cost efficiencies or justify operating a foundry of its own.<sup>412</sup> Moreover, the evidence will also show that McWane was able to take advantage of the effectiveness of its Exclusive Dealing policy by generally refusing to engage in Project Pricing for Domestic Fittings, reducing the rebates it offers for Domestic Fittings, and even implementing a price increase for Domestic Fittings.<sup>413</sup>

c) McWane Implemented Its Exclusive Dealing Policy with a Specific Intent to Monopolize the Domestic Fittings Market.

Specific intent is also an element of attempted monopolization and can be established through either direct evidence or inferred from anticompetitive conduct.<sup>414</sup> When a plaintiff relies on proof by inference from anticompetitive conduct, it can only prevail if the challenged conduct is found to be exclusionary.<sup>415</sup> Proving specific intent requires more than evidence that the defendant intended “specifically and deliberately to increase the share of the market.”<sup>416</sup> The specific intent inquiry turns on “the intent to ‘monopolize,’ which means to dominate a market so

---

<sup>410</sup> See *supra* note 203, and accompanying text.

<sup>411</sup> See *supra* note 204, and accompanying text.

<sup>412</sup> See *supra* notes 205-206, and accompanying text.

<sup>413</sup> See *supra* notes 208-209, and accompanying text.

<sup>414</sup> *Northeastern Tel. Co. v. American Tel. & Tel. Co.*, 651 F.2d 76, 85 (2d Cir. 1981), *cert. denied*, 455 U.S. 943 (1982).

<sup>415</sup> *Northeastern Tel. Co.*, 651 F.2d at 86.

<sup>416</sup> *United States Steel Corp. v. Fortner Enters., Inc.*, 429 U.S. 610, 612 n.1 (1977).

as to be able to obtain higher prices.”<sup>417</sup> As discussed above, the evidence at trial will establish that McWane had a specific intent to monopolize the market for Domestic Fittings.

McWane will likely argue that its Exclusive Dealing policy failed to prevent Star’s entry into the domestic market. Even if McWane’s scheme is shown to have failed to deter Star from gaining a foothold, that alone would not be sufficient to defeat all Section 2 liability. McWane’s exclusionary conduct, specific intent to monopolize, and dangerous probability of successful monopolization would still be sufficient to establish McWane’s liability for attempted monopolization.<sup>418</sup>

**d) There Are No Procompetitive Efficiencies**

Once Complaint Counsel has established likely anticompetitive effects, the exclusionary conduct should be condemned absent an efficiency justification by respondent. Such a justification must be “a nonpretextual claim that [respondent’s] conduct is indeed a form of competition on the merits because it involves, for example, greater efficiency or enhanced consumer appeal.”<sup>419</sup>

The evidence at trial will show that McWane has no valid efficiency justifications. McWane has asserted two efficiencies for its exclusive dealing policy. Both fail. First, McWane is likely to argue that it wants to realize maintain or increase its Domestic Fitting sales. Second, McWane will likely argue that its Exclusive Dealing policy prevents distributors from “cherry picking” McWane’s full line, *i.e.*, purchasing high volume, low cost, A item fittings from Star and the low volume, high cost, odd ball fittings from McWane.

---

<sup>417</sup> AREEDA & HOVENKAMP ¶805b.

<sup>418</sup> See *Microsoft*, 253 F.3d at 80; *Lorain Journal*, 342 U.S. at 148-52.

<sup>419</sup> *Microsoft*, 253 F.3d at 59.

McWane’s first justification – that it would like to make all the sales of Domestic Fittings – is competitively neutral, not procompetitive. As explained by the D.C. Circuit in *United States v. Microsoft*, maintaining a monopoly share of sales is not a cognizable justification for exclusive dealing.<sup>420</sup> Consumers are not better off with McWane making all the sales rather than Star, or some combination of the two. Indeed, Distributors consistently testified that they would have purchased fittings from both McWane and Star absent the Exclusive Dealing policy.<sup>421</sup> McWane’s second justification that the policy was designed to prevent “cherry picking” is disingenuous. Any concern that distributors would “cherry pick” could have been eliminated in a much less restrictive and non-exclusionary manner. For example, McWane could have adopted a policy that prevented distributors from “cherry picking” individual projects. Such a policy would have allowed Star to compete for any project it was able to handle on its own.<sup>422</sup>

#### **7. McWane and Sigma Conspired to Monopolize the Domestic Fittings Market by Excluding Star (Fifth Violation)**

Finally, the Complaint also alleges that the McWane-Sigma MDA Agreement also represented an unlawful conspiracy to monopolize the Domestic Fittings market in violation of Section Two of the Sherman Act. The elements for a conspiracy to monopolize are: “(1) concerted action, (2) overt acts in furtherance of the conspiracy, and (3) specific intent to monopolize.”<sup>423</sup> It is not necessary that the court determine whether Sigma was a potential

---

<sup>420</sup> *Microsoft*, 253 F.3d at 72 (“[K]eeping developers focused upon Windows—that is, preserving the Windows monopoly—is a competitively neutral goal.”).

<sup>421</sup> See *supra* note 203, and accompanying text.

<sup>422</sup> CX 2260 at 074-075 (Schumann Rep. at 72-73).

<sup>423</sup> *Discon, Inc. v. NYNEX Corp.*, 1996 U.S. App. LEXIS 28747 at \*20-21 (2nd Cir. 1996) (vacated on other grounds *Nynex Corp. v. Discon, Inc.*, 525 U.S. 128 (1998)); see also

entrant into the Domestic Fittings market or shared in the resultant monopoly.<sup>424</sup> It is also not necessary to make finding with respect to market power or probability of success.<sup>425</sup> This claim is evaluated under the rule of reason.

As part of the MDA, Sigma agreed that it would enforce McWane's exclusive dealing policy by refusing to sell Fittings to any Distributor that purchased from Star.<sup>426</sup> This requirement is contained within the four corners of the agreement and reflected in Sigma's and McWane's understanding of the MDA.<sup>427</sup> Thus, the concerted action element is satisfied. The overt act requirement is also easily satisfied. Sigma sold Fittings pursuant to the MDA, which included the Exclusive Dealing policy. Sigma also announced to its customers that it was enforcing the McWane Exclusive Dealing policy.<sup>428</sup> Further, on at least one occasion, Sigma, at

---

*Northeastern Tel. Co.*, 651 F.2d at 85; *United States Steel Corp.*, 429 U.S. at 612 n.1; *Copperweld Corp. v. Independence Tube Corp.*, 467 U.S. 752, 768 n.13 (1984) (“By making a conspiracy to monopolize unlawful, § 2 does reach both concerted and unilateral behavior.”).

<sup>424</sup> *See Discon, Inc.*, 1996 U.S. App. LEXIS 28747 at \*21 (“[T]o be liable for conspiracy to monopolize, it is not necessary that the . . . Defendants compete directly in the market [at issue]. A defendant may be liable for conspiracy to monopolize where it agrees with another firm to assist that firm in its attempt to monopolize the relevant market.”); *Perington Wholesale, Inc. v. Burger King Corp.*, 631 F.2d 1369, 1377 (10th Cir. 1979) (finding that “traders oriented vertically to each other can be found in violation of section 2 by conspiring to monopolize one horizontal market intersecting the vertical arrangement”).

<sup>425</sup> *Wagner v. Magellan Health Servs.*, 121 F. Supp. 2d 673, 680 (N.D. Ill. 2000) (citing *United States v. Nat'l City Lines*, 186 F.2d 562 (7th Cir. 1951)); *Rome Ambulatory Surgical Ctr. v. Rome Mem'l Hosp.*, 349 F. Supp. 2d 389, 420 (N.D.N.Y. 2004) (citing *Int'l Distrib. Centers, Inc. v. Walsh Trucking Co.*, 812 F.2d 786 (2d Cir. 1987); *American Tobacco Co. v. United States*, 328 U.S. 781, 789 (1946); *United States v. Griffith*, 334 U.S. 100, 107 n.9 (1948)).

<sup>426</sup> *See supra* note 235, and accompanying text.

<sup>427</sup> *Id.*

<sup>428</sup> *See supra* note 235.

McWane's request, cut off a Distributor that had the temerity to purchase Domestic Fittings from Star.<sup>429</sup>

Finally, as discussed more fully above, evidence at trial will establish that McWane and Sigma had the specific intent that the MDA would (1) prevent Star from becoming a viable competitor in the Domestic Fittings market and (2) enable McWane (and by extension Sigma) to charge supracompetitive Domestic Fittings prices.<sup>430</sup> This shows a specific intent to exercise market power and the power to exclude – not simply to win the competition against Star and each other, but to forestall that competition and avoid altogether competition between McWane and Sigma.

#### IV. REMEDY

The evidence introduced at trial will fully support the Court entering an order consistent with the Notice of Contemplated Relief, issued with the Complaint, which enjoins McWane from continuing to engage in the conduct challenged by the Complaint. “[T]he Commission is not limited to prohibiting the illegal practice in the precise form in which it is found to have existed in the past ... it must be allowed effectively to close all roads to the prohibited goal, so that its order may not be by-passed with impunity.”<sup>431</sup>

The remedies identified in the Notice of Contemplated Relief issued with the Complaint in this matter are reasonably necessary to ensure McWane's future compliance with the antitrust laws of the United States. Courts will not assume that a continuing illegal practice or an antitrust conspiracy “has been abandoned without clear proof. It is the duty of the courts to beware of

---

<sup>429</sup> Sigma regional managers were also aware of the policy.

<sup>430</sup> See *supra* notes 228-41, and accompanying text.

<sup>431</sup> *Fed. Trade Comm'n v. Ruberoid Co.*, 343 U.S. 470, 473 (1952).

efforts to defeat injunctive relief by protestations of repentance and reform, especially when abandonment seems timed to anticipate suit, and there is probability of resumption.”<sup>432</sup>

Here, there is evidence that McWane continued to “communicate” with its competitors even after it had received subpoenas pursuant to the Commission’s initial investigation. There is also evidence that, although the MDA between McWane and Sigma was formally terminated, the buy-sell agreement continued with the understanding that the original terms were still in force. Additionally, DIFRA has never formally dissolved and McWane participates in Information Exchanges in other markets. Further, although McWane has changed the form of its Exclusive Dealing policy, it continues to condition terms of sale on Distributors’ with Star and has never notified the market of its change in policy.

## V. CONCLUSION

For the foregoing reasons, the evidence at trial will establish that McWane has violated Section Five of the FTC Act as alleged in the Complaint, and will justify entry by the Court of an Order granting the relief sought by the Notice of Contemplated Relief

Respectfully submitted,

s/ Linda Holleran  
Edward Hassi, Esq.  
Linda Holleran, Esq.  
Joseph R. Baker, Esq.  
Thomas H. Brock, Esq.  
Michael J. Bloom, Esq.  
Jeanine K. Balbach, Esq.  
J. Alexander Ansaldo, Esq.  
Andrew K. Mann, Esq.  
Monica M. Castillo, Esq.

Federal Trade Commission

---

<sup>432</sup> *United States v. Or. State Med. Soc’y*, 343 U.S. 326, 333 (1952) (internal citation omitted).

Bureau of Competition  
600 Pennsylvania Ave., N.W.  
Washington, DC 20580  
Telephone: (202) 326-2470  
Facsimile: (202) 326-3496  
Electronic Mail: [ehassi@ftc.gov](mailto:ehassi@ftc.gov)

**CERTIFICATE OF SERVICE**

I hereby certify that on August 23, 2012, I filed the foregoing document electronically using the FTC's E-Filing System, which will send notification of such filing to:

Donald S. Clark  
Secretary  
Federal Trade Commission  
600 Pennsylvania Ave., NW  
Washington, DC 20580

I also certify that I delivered via electronic mail and hand delivery a copy of the foregoing document to:

The Honorable D. Michael Chappell  
Administrative Law Judge  
Federal Trade Commission  
600 Pennsylvania Ave., NW, Rm. H-110  
Washington, DC 20580

I further certify that I delivered via electronic mail a copy of the foregoing document to:

Joseph A. Ostoyich  
William C. Lavery  
*Baker Botts L.L.P.*  
The Warner  
1299 Pennsylvania Ave., NW  
Washington, DC 20004  
(202) 639-7700  
[joseph.ostoyich@bakerbotts.com](mailto:joseph.ostoyich@bakerbotts.com)  
[william.lavery@bakerbotts.com](mailto:william.lavery@bakerbotts.com)

J. Alan Truitt  
Thomas W. Thagard III  
*Maynard Cooper and Gale PC*  
1901 Sixth Avenue North  
2400 Regions Harbert Plaza  
Birmingham, AL 35203  
(205) 254-1000  
[atruitt@maynardcooper.com](mailto:atruitt@maynardcooper.com)  
[tthagard@maynardcooper.com](mailto:tthagard@maynardcooper.com)

*Counsel for Respondent McWane, Inc.*

**CERTIFICATE FOR ELECTRONIC FILING**

I certify that the electronic copy sent to the Secretary of the Commission is a true and correct copy of the paper original and that I possess a paper original of the signed document that is available for review by the parties and the adjudicator.

August 23, 2012

By: s/ Thomas H. Brock  
Attorney

CONFIDENTIAL EXHIBIT  
REDACTED IN ENTIRETY

**Bharat Agarwal**  
**Deposition Excerpt**

**Michael Berry  
Deposition Excerpt**

1                                   \* \* \* CONFIDENTIAL \* \* \*

2                                   UNITED STATES OF AMERICA

3                                   BEFORE THE FEDERAL TRADE COMISSION

4                                   OFFICE OF ADMINISTRATIVE LAW JUDGES

5                                   PUBLIC

6                                   DOCKET NUMBER 9351

7           IN THE MATTER OF

8           MCWANE, INC.,

9           a corporation,

10          and

11          STAR PIPE PRODUCTS,

12          a limited partnership

13                                   \*\*\*\*\*

14                                   \* \* \* CONFIDENTIAL \* \* \*

15                                   ORAL DEPOSITION OF

16                                   MICHAEL BERRY

17                                   JUNE 1, 2012

18                                   \*\*\*\*\*

19           ORAL DEPOSITION of MICHAEL BERRY, produced as a

20           witness at the instance of the McWane, Inc., and duly

21           sworn, was taken in the above-styled and numbered cause

22           on JUNE 1, 2012, from 9:09 a.m. to 4:26 p.m., before

23           Stephanie M. Harper, RPR, CSR in and for the State of

24           Texas, recorded by machine shorthand, at the offices of

25           THOMPSON & KNIGHT, L.L.P., 333 Clay Street, Suite 3300,

          Houston, Texas, pursuant to the Federal Rules of Civil

          Procedure and the provisions stated on the record or

          attached hereto; that the deposition shall be read and

          signed before any notary public.

                                  JOB NO. 127369

1 stop project pricing, end quote, was uncommon; is that  
2 correct?

3 MR. THAGARD: Object to the form;  
4 mischaracterizes the testimony.

5 MR. HUFFMAN: Join in the objection.

6 A. Please repeat.

7 Q. (BY MR. BROCK) Am I correct that you  
8 testified that the goal to, quote, to stop project  
9 pricing, was in your words uncommon?

10 MR. THAGARD: Object to the form;  
11 mischaracterizes the testimony.

12 A. Not truly understanding your question.

13 Q. (BY MR. BROCK) Do you know any other instance  
14 in which the stated goal of the company was to stop  
15 project pricing?

16 A. I do not know.

17 Q. Are you aware of any instance in which the  
18 goal -- stated goal of the company was to stop project  
19 pricing?

20 A. No.

21 Q. You had never seen it before this e-mail came  
22 out?

23 A. No.

24 Q. Have you ever seen it after that e-mail came  
25 out?

1 A. I do not recall.

2 Q. Are you saying you don't remember whether  
3 you've seen it, or you have never seen it since that  
4 e-mail came out?

5 A. I do not recall seeing it since it came out.

6 Q. I'd also direct your attention to about a  
7 quarter of the way down the page and the line that  
8 begins: "The TM's and DM's will follow the procedure  
9 below to make sure they are telling their customers  
10 that it is common [verbatim] and that we can no longer  
11 project price."

12 Do you see that?

13 A. Yes.

14 Q. Did you instruct your territory managers to  
15 tell the customers that Star could no longer project  
16 price?

17 A. I do not recall that I did.

18 Q. I direct your attention to the first page of  
19 Berry Exhibit 8. The first e-mail is to -- from you to  
20 "jdwristline@aol.com." Do you know whose e-mail  
21 address that is?

22 A. Yes.

23 Q. Who is it?

24 A. John Ristine.

25 Q. And Kris Kadai, who's he?

CONFIDENTIAL EXHIBIT  
REDACTED IN ENTIRETY

**Navin Bhargava**  
**Deposition Excerpt**

# **Siddharth Bhattacharji**

## **Deposition Excerpt**

1 UNITED STATES OF AMERICA  
 2 BEFORE THE FEDERAL TRADE COMMISSION  
 3 - - -  
 4  
 5 In the Matter of : DOCKET NO.  
 : 9351  
 6 McWANE, INC., a :  
 corporation, and :  
 7 STAR PIPE PRODUCTS, :  
 LTD., a limited :  
 8 partnership :  
 9 - - -  
 10 May 29, 2012  
 11 CONFIDENTIAL -  
 PURSUANT TO DOCKET NO. 9351  
 12  
 13

14 Oral deposition of SIDDHARTH  
 BHATTACHARJI, taken pursuant to notice,  
 was held at the law offices of Ballard  
 15 Spahr LLP, 1735 Market Street, 42nd  
 Floor, Philadelphia, Pennsylvania,  
 16 beginning at 9:03 a.m. on the above date,  
 before Anne Marie Beecher, a Certified  
 17 LiveNote Reporter and Notary Public for  
 the Commonwealth of Pennsylvania.  
 18  
 19

20 FREEDOM COURT REPORTING  
 2015 3rd Avenue North  
 Birmingham, Alabama 35203  
 21 (877) 373-3660  
 22  
 23  
 24

1 APPEARANCES:  
 2  
 3 BAKER BOTTS, LLP  
 BY: JOSEPH A. OSTOYICH, ESQUIRE  
 4 The Warner  
 1299 Pennsylvania Avenue, NW  
 5 Washington, D.C. 20004  
 (202) 639-7905  
 6 joseph.ostoyich@bakerbotts.com  
 Representing McWane, Inc.  
 7  
 8  
 9 U.S. FEDERAL TRADE COMMISSION  
 BY: J. ALEXANDER ANSALDO, ESQUIRE  
 10 601 New Jersey Avenue, NW  
 Washington, D.C. 20001  
 11 (202) 326-3695  
 jansaldo@ftc.gov  
 12 Representing the  
 Federal Trade Commission  
 13  
 14  
 15 BALLARD SPAHR LLP  
 BY: MATTHEW A. WHITE, ESQUIRE  
 16 1735 Market Street  
 51st Floor  
 17 Philadelphia, Pennsylvania 19103  
 (215) 665-8500  
 18 whitema@ballardspahr.com  
 Representing the Witness,  
 Siddharth Bhattacharji  
 19  
 20  
 21 - - -  
 22  
 23  
 24

1 - - -  
 2 I N D E X  
 3 - - -  
 4 Testimony of: SIDDHARTH BHATTACHARJI  
 5 By Mr. Ostoyich 5  
 6 By Mr. Ansaldo 125  
 7

BHATTACHARJI EXHIBITS

NO.	DESCRIPTION	PAGE
1	Declaration	32
2	Board presentation	72
3	Minutes	84
4	E-mail, 2/2009	88
5	Minutes	91
6	E-mail, 4/28/09	96
7	E-mail, 5/26/09	99
8	E-mails, 5/2009 & 6/2009	102
9	E-mail, 7/3/09	113
10	E-mail, 7/30/09	117

1 - - -  
 2 DEPOSITION SUPPORT INDEX  
 3 - - -  
 4  
 5 Direction to Witness Not to Answer  
 6 Page Line Page Line Page Line  
 7 228 20  
 8  
 9  
 10 Request for Production of Documents  
 11 Page Line Page Line Page Line  
 12 None  
 13  
 14  
 15 Stipulations  
 16 Page Line Page Line Page Line  
 17 None  
 18  
 19  
 20 Question Marked  
 21 Page Line Page Line Page Line  
 22 None  
 23  
 24

1 country.  
 2 We had hit a number system  
 3 by which every fitting had a code on it,  
 4 for every casting had a letter code on  
 5 it, and that could identify where it was  
 6 made, when it was made and all the  
 7 testing that was done against it. No  
 8 domestic manufacturer had that.  
 9 Star followed later once  
 10 they saw the success of what we had done.  
 11 That was one.  
 12 Secondly, we used to do 100%  
 13 hydro-testing of our fittings before it  
 14 was released to the market. No other  
 15 manufacturer did that. Every fitting was  
 16 100% tested. We would tag it with a  
 17 green tag, okay hydro-test it. It was an  
 18 assurance of the quality that there would  
 19 not be problem in the field.  
 20 So these, we had very  
 21 sophisticated quality control process  
 22 systems. Quality control was not  
 23 catching a bad fitting after it is made.  
 24 Quality control is controlling the

1 process so what comes out has a higher  
 2 expectation of better quality. So we  
 3 could appeal to engineers in very  
 4 technical terms as to why our quality was  
 5 superior.  
 6 Q. When you say superior, do  
 7 you mean --  
 8 A. Through competition. And we  
 9 are ordered by what was needed by the  
 10 state of the AWWA specifications and  
 11 quality.  
 12 So these are the things that  
 13 we brought out and we explained, and in  
 14 most cases engineers are open-minded, and  
 15 if they listen, they may want to test  
 16 something, they may have wanted some more  
 17 test documentation from us, and we would  
 18 supply them and they would say yes.  
 19 Q. You said the engineers were  
 20 not concerned about the price component?  
 21 A. In most cases township  
 22 engineers or somebody who is at the  
 23 specification end will not show too much  
 24 interest in price.

1 Q. So then moving to the late  
 2 2008, early 2009 time period when ARRA  
 3 was on the horizon and being developed,  
 4 were you concerned that more states would  
 5 add Buy America provisions as well?  
 6 A. We were concerned when we  
 7 saw the wording of what would constitute  
 8 domestic manufactured product in the ARRA  
 9 documentation. We were concerned that  
 10 that was -- well, let me go back.  
 11 The exact wording of what  
 12 would constitute domestic manufactured  
 13 product under ARRA regulations, it was a  
 14 much tighter definition than what used to  
 15 be in federal documents earlier. It  
 16 basically ruled out Mexico, it ruled out  
 17 Korea, all of these countries. So our  
 18 concern was if this wording is now  
 19 appropriated in all future federal  
 20 spending or all future bills which  
 21 dictate waterworks spending, it could be  
 22 a problem for us because it was becoming  
 23 more restrictive.  
 24 Q. So the threat from the ARRA

1 to Sigma was that Sigma would not be able  
 2 to compete for ARRA on funded jobs; is  
 3 that correct?  
 4 MR. WHITE: Objection.  
 5 MR. OSTOYICH: Objection.  
 6 A. Yes.  
 7 Q. And additionally, that the  
 8 ARRA wording would spread into other  
 9 specifications and Sigma would not be  
 10 able to compete for those jobs?  
 11 A. Yes.  
 12 Q. Sigma also believed that  
 13 some of its import sales would be at risk  
 14 with the ARRA; is that correct?  
 15 A. Yes.  
 16 Q. Why was that?  
 17 A. Two reasons. One was at the  
 18 spec level if ARRA became popular, the  
 19 wording became popular, then -- well, let  
 20 me back up for a minute.  
 21 A lot of the spending at  
 22 state level is with matching funds from  
 23 federal and state. Currently, when  
 24 federal and state funds are matched, the

1 federal rules requiring Buy America did  
 2 not apply.  
 3 If it was 100% federal  
 4 protect like a DOT project or a national  
 5 highway or something like that,  
 6 interstate, then the federal rules apply  
 7 and you cannot sell any foreign product.  
 8 But in more states where the states don't  
 9 mandate a Buy America -- so in most  
 10 states unlike Pennsylvania and New  
 11 Jersey, where states don't have a Buy  
 12 America policy, when there's a project  
 13 which is co-funded between federal and  
 14 state, the federal rules on what  
 15 constitutes American made product do not  
 16 apply.  
 17 ARRA was the first step  
 18 where they went and specified that even  
 19 if you take one dollar of federal money  
 20 into a project that may be millions of  
 21 dollars of state, the ARRA rules and the  
 22 ARRA definition of Buy America would  
 23 apply.  
 24 So that was our fear, that

1 that would move what was traditionally  
 2 marketed that were open to imports would  
 3 flip to a domestic market. That was one  
 4 fear.  
 5 The second fear was that at  
 6 the customer level, if a customer said  
 7 10% of their requirement of domestic  
 8 fittings and 90% were imported, in order  
 9 to assure themselves the 10%, access to  
 10 the 10%, and that 10% now became 15 or 20  
 11 because of ARRA, in order to assure  
 12 themselves of getting a share of this  
 13 growth because of ARRA, and in a down  
 14 market otherwise, they would be compelled  
 15 to give up some of their import business  
 16 in order to assure themselves of the  
 17 domestic.  
 18 Q. In February of 2009 when the  
 19 ARRA was pending, do you recall drafting  
 20 a letter for customers to send to their  
 21 representatives with respect to the Buy  
 22 America provision?  
 23 MR. WHITE: Him personally  
 24 or Sigma?

1 MR. ANSALDO: Personally.  
 2 A. I may have. I don't recall  
 3 the specifics of the letter.  
 4 Q. Mr. Bhattacharji, I'm  
 5 showing you what's been previously marked  
 6 CX 118911891994. It bears Bates stamp  
 7 SIG 0015539, and this is an e-mail from  
 8 you to Dickerson1215 at Bellsouth.net and  
 9 others on February 4, 2009; is that  
 10 correct?  
 11 A. Yes.  
 12 Q. And this includes the  
 13 attachment which is the customer petition  
 14 that's on Page 2. It should be on the  
 15 back of your page.  
 16 Do you see that?  
 17 A. Yes, I do.  
 18 Q. Does this refresh your  
 19 recollection as to whether you drafted  
 20 this letter or not?  
 21 A. Yes.  
 22 Q. Did you draft this letter?  
 23 MR. WHITE: Objection.  
 24 A. I mean, it's four years

1 back, but I would think so.  
 2 Q. Have you had a chance to  
 3 review CX 118911891994?  
 4 A. I just read it quickly now.  
 5 Q. Well, take all the time you  
 6 like.  
 7 I have a general question,  
 8 which is, do you agree with the arguments  
 9 that are in this letter?  
 10 MR. OSTOYICH: The way  
 11 that's phrased, I'll object, but  
 12 go ahead.  
 13 MR. WHITE: I object, too,  
 14 but you may answer.  
 15 A. Yes, I do.  
 16 Q. And, I'm sorry, I wasn't  
 17 clear as to whether your testimony is  
 18 that you did draft this or that you just  
 19 don't remember.  
 20 A. I don't remember  
 21 specifically if I drafted it.  
 22 Q. Okay. At the bottom of the  
 23 middle paragraph, the second to the last  
 24 sentence is: For some products there is

1 product?  
 2 A. Yes.  
 3 Q. So in June of 2009, even  
 4 though you wrote, we have decided to  
 5 offer a good range of DM and DFF and PRF  
 6 and domestic version, your testimony now  
 7 is that, in fact, Sigma had not made that  
 8 decision?  
 9 MR. WHITE: Objection; the  
 10 way you phrased it.  
 11 MR. OSTOYICH: And I'll  
 12 object.  
 13 A. Yeah, we had not made the  
 14 decision.  
 15 Q. Did the meetings that are  
 16 referred to here take place?  
 17 A. Yes.  
 18 Q. In the meetings with Sigma's  
 19 closest distributors -- did you  
 20 participate in meetings with Sigma's  
 21 closest distributor friends in June of  
 22 2009?  
 23 A. Yes, I did.  
 24 Q. In meetings with Sigma's

1 closest distributors, did Sigma indicate  
 2 or suggest to the distributors that Sigma  
 3 would be providing or offering domestic  
 4 fittings?  
 5 A. I don't recall specifically  
 6 what we said at that meeting with regard  
 7 to when we would offer domestic fittings,  
 8 but I do remember that the entire  
 9 emphasis of this meeting was to tell our  
 10 distributors and discuss with them how to  
 11 obtain waivers, which was the immediate  
 12 focus at that point, because anything we  
 13 decided to produce or take time for it to  
 14 come, they're looking at relief  
 15 immediately.  
 16 Q. Mr. Bhattacharji, I'm  
 17 showing you what's been previously marked  
 18 as CX 118911891993. This bears the Bates  
 19 stamp SIG 0014881, and this is an e-mail  
 20 string, the most recent of which is from  
 21 you to yourself, Stuart Box, Victor Pais  
 22 and others on June 8, 2009; is that  
 23 correct?  
 24 A. Yes. Yes, I read it.

1 Q. On the second to the last  
 2 page which is SIG 0014883, there's an  
 3 e-mail from Victor Pais to OEM 5.  
 4 Were you part of the OEM 5  
 5 distribution group?  
 6 A. Yes, I was.  
 7 Q. And he refers to McWane's  
 8 offer to sell us BA product.  
 9 Was your understanding that  
 10 this offer was the one that we discussed  
 11 earlier, the 5% discount from the  
 12 published price?  
 13 A. Yes, it is.  
 14 Q. Why didn't Sigma accept  
 15 McWane's offer to buy fittings at a 5%  
 16 discount from McWane's published price?  
 17 MR. OSTOYICH: Object to the  
 18 form, but go ahead.  
 19 MR. WHITE: I join in the  
 20 objection, but you may answer.  
 21 A. Are you asking my opinion?  
 22 Q. Yes, from your recollection.  
 23 MR. OSTOYICH: I have a  
 24 different objection beyond that

1 one, but go ahead.  
 2 A. 5% didn't give us enough  
 3 margin to even cover our costs of  
 4 handling that fitting, let alone pay the  
 5 volume rebates that were being associated  
 6 with the sale of such domestic fittings.  
 7 Q. Sigma would have lost money  
 8 if they had engaged in that arrangement  
 9 with McWane?  
 10 A. Absolutely.  
 11 Q. And then on the -- I guess  
 12 this is the third page -- the second page  
 13 of the document which is Bates SIG  
 14 0014882, the e-mail at the bottom, you  
 15 write on June 5th: I'm glad the  
 16 uncertainty is over, and we can hit the  
 17 untraveled road once again.  
 18 What were you referring to?  
 19 A. Domestic manufacturing.  
 20 McWane's offer ruled out  
 21 getting access to their fittings, so we  
 22 went back to speeding up our review of  
 23 how to make fittings in the country.  
 24 Q. And at this point in June of

1 2009, did you have a sense or ballpark of  
2 how much it would cost for Sigma to  
3 source domestic fittings?

4 MR. WHITE: Objection; asked  
5 and answered.

6 You may answer it again.

7 A. Yeah, I think probably it  
8 was by July. It was not in June.

9 Q. But in June you knew that  
10 Star spent at least two-and-a-half  
11 million dollars to source patterns in  
12 Korea?

13 MR. WHITE: Objection.

14 A. Yes, we knew.

15 Q. And also in June of 2009,  
16 you were aware of the ongoing situation  
17 with respect to Sigma's finances and  
18 their debt covenants?

19 A. Yes.

20 Q. Mr. Bhattacharji, I'm  
21 showing you what has been previously  
22 marked CX 118911891997. This bears Bates  
23 stamp SIG 0016479.

24 This is an e-mail with the

1 attachment from you to Victor Pais on  
2 June 8, 2009; is that correct?

3 A. Yes.

4 Q. And the subject line is SB1  
5 to VP, edited BOD letter.

6 Does this letter reflect  
7 your edits?

8 A. I would say yes.

9 Q. Your understanding at the  
10 time was that this letter was destined  
11 for the board of directors in one form or  
12 fashion; is that correct?

13 MR. WHITE: Objection.

14 MR. OSTOYICH: Objection.

15 A. Yes.

16 Q. Page 4 of the document,  
17 including the e-mail, is SIG 0016482, and  
18 the heading says, immediate turn Q 209  
19 covenants; do you see that?

20 A. Right.

21 Q. And this refers to the  
22 covenant situation that we've been  
23 discussing?

24 A. Yes, it does.

1 Q. And then two pages later,  
2 Sigma Bates stamp SIG 0016484, the  
3 heading, looking beyond '09 long-term  
4 plans; do you see that?

5 A. Yes.

6 Q. And my questions are  
7 actually on the next page, No. 2 under  
8 that heading, SIG 0016485, and I believe  
9 this is Item No. 2 under the heading  
10 looking beyond '09, long-term plans.

11 A. Okay.

12 Q. The paragraph begins: As of  
13 now, the BA challenge is real.

14 Do you see that?

15 A. Yes, I do.

16 Q. And the last sentence in  
17 that paragraph says: BA's sentiment is  
18 gaining traction, and it may just become  
19 a regular and grilling part of our  
20 industry.

21 Do you see that?

22 A. I do see it.

23 Q. Was it Sigma's belief in  
24 June of 2009 that BA's sentiment was

1 gaining traction?

2 MR. OSTOYICH: I'll object  
3 to the form, but go ahead.

4 MR. WHITE: I object as  
5 well.

6 Go ahead.

7 A. As far as Sigma believed, it  
8 was a fear.

9 Q. This sentence says: BA's  
10 sentiment is gaining traction.

11 Are you telling me what that  
12 actually means is Sigma fears BA's  
13 sentiment might gain traction?

14 A. Yeah.

15 Q. And then going to the next  
16 paragraph, the paragraph begins, over the  
17 last 10 years.

18 Do you see that paragraph?

19 A. Right.

20 Q. And then the second sentence  
21 says: In the next two to three years, we  
22 expect this segment to grow to say 25% to  
23 30%.

24 Do you see that?

1 A. Yes.

2 Q. In June of 2009, did Sigma

3 believe the Buy American segment of the

4 market would outlast the ARRA?

5 MR. OSTOYICH: The way it's

6 phrased, I'll object, but go

7 ahead.

8 A. We didn't believe, but we

9 were afraid it might happen. It was

10 something to be concerned with in terms

11 of future planning.

12 Q. And this is a letter that

13 Victor planned to deliver to the board of

14 directors; is that correct?

15 A. Yes.

16 MR. WHITE: Objection.

17 Q. Would you have left

18 inaccuracies in the letter when you

19 edited it?

20 MR. WHITE: Objection.

21 MR. OSTOYICH: Objection.

22 A. It's not inaccuracy as much

23 as a lot of it's material. He writes

24 with a sense of definitiveness which will

1 not be totally justified.

2 Q. But this is something that

3 you edited; correct?

4 A. I did, but it's not that I

5 changed every sentence, so then it would

6 be mine.

7 So he wrote something,

8 whatever I expect needed in 18 years, but

9 that's the way he writes. I can't change

10 the person completely by putting commas

11 and stuff. That's the way he writes.

12 Q. In June of 2009, did you

13 personally fear that the Buy America

14 segment could grow to 30% of the market?

15 MR. OSTOYICH: Objection; go

16 ahead.

17 A. I was concerned that if this

18 language that politicians had introduced

19 into the ARRA would carry into the other

20 thing, it could go up. And whether I

21 felt it was 25% or 30% is a conjecture.

22 It's a conjecture.

23 I think earlier I had said

24 15 to 20, 25. We really didn't know. It

1 was something that we were afraid of, and

2 certainly the size of the domestic market

3 from where it was was going to grow.

4 Nobody even knew the extent of it. These

5 are all conjectures because there's no

6 published data on the domestic.

7 So we thought it was 15, we

8 thought it would double. If you ask me

9 today, I still wouldn't be able to tell

10 you how much is that ARRA market.

11 Q. Now, on the next page, which

12 is -- we're still on CX 118911891997, and

13 the exact page is SIG 0016486. That's

14 the second to the last paragraph. It's

15 just one line.

16 We expect the total

17 investment in SDP capability to be about

18 \$5 million.

19 Do you see that?

20 A. I do.

21 Q. Is that consistent with your

22 understanding at the time?

23 A. Here Victor is talking about

24 getting Metalfit to hand over all their

1 patterns to us and move them across the

2 border and produce in Texas somewhere.

3 The foundry had not been

4 located, but that whole thing died on the

5 line because Metalfit refused to part

6 with their patterns. We tried to get

7 them to lend us the patterns, leave us

8 the patterns or in some way give us the

9 patterns, but they said no.

10 I mean, this was in June,

11 and within a couple of weeks of that,

12 Metalfit -- it was a plan to go to

13 Metalfit and do all this, but Metalfit

14 refused to do that.

15 Q. Okay. And the \$5 million

16 investment to work with Metalfit would

17 have been less expensive than the other

18 alternatives?

19 A. The advantage of the

20 Metalfit was that we could immediately

21 bring those patterns into production.

22 The two biggest things were

23 the amount of money and the time we

24 needed to get them. So if they allowed

1 explanation of what Tyler meant by this  
 2 in terms of whole entire job or a bit  
 3 that we made. The prices could vary  
 4 wherever we wanted, but overall, they  
 5 wanted to see the price to be within 98%  
 6 of their recommended price for domestic  
 7 fittings.  
 8 Q. Was that term incorporated  
 9 into the final agreement between Sigma  
 10 and McWane?  
 11 A. Price maintenance?  
 12 Q. Yes.  
 13 A. I don't recall. We can  
 14 check. In concept, I understood what  
 15 they meant here, but they gave a  
 16 spreadsheet to explain what you meant.  
 17 It's not a tracking of each individual  
 18 item, but all they wanted to make sure  
 19 was that the price was within 98% of that  
 20 recommended price.  
 21 Q. On the second to the last  
 22 paragraph, it begins: On the yard  
 23 monitoring.  
 24 Do you see that paragraph?

1 A. Yes.  
 2 Q. And it says: He understood  
 3 JS's point. So I understand JS is your  
 4 lawyer?  
 5 A. Yes.  
 6 Q. And does he refer to JP?  
 7 MR. OSTOYICH: Well,  
 8 objection to form.  
 9 A. He's telling me that Procter  
 10 understood what we were trying to say in  
 11 terms of our objection.  
 12 Q. Did you have an  
 13 understanding in September of 2009 that  
 14 McWane would only enter into the OEM  
 15 distribution agreement with Sigma if  
 16 Sigma provided assurances that it would  
 17 not source domestic fittings from  
 18 anywhere else?  
 19 A. Yes.  
 20 Q. Did Sigma provide McWane  
 21 with assurances that it would not source  
 22 domestic fittings from anywhere other  
 23 than McWane?  
 24 MR. WHITE: Objection.

1 MR. OSTOYICH: The way that  
 2 was phrased, I object.  
 3 MR. WHITE: You're  
 4 mischaracterizing the agreement.  
 5 A. I think we agreed to buy all  
 6 our domestic fittings from McWane in the  
 7 agreement.  
 8 Q. Mr. Bhattacharji, I'm  
 9 showing you what has been previously  
 10 marked as CX 118911890271.  
 11 This is an e-mail from Jim  
 12 McGivern to Victor Pais, Siddharth  
 13 Bhattacharji and others on September 9,  
 14 2009; is that correct?  
 15 A. Yes.  
 16 Q. And the subject line is MDA.  
 17 Did I understand your  
 18 previous testimony that the MDA later  
 19 became known as the OEM Distribution  
 20 Agreement?  
 21 A. That's right.  
 22 Q. At the end of the second  
 23 line, there's a sentence that begins: On  
 24 a couple of our points -- actually, the

1 sentence reads: On a couple of our  
 2 points, he says he needs to go back to  
 3 anti-trust counsel to see if they're  
 4 okay, e.g., our request that McWane will  
 5 be following the same rules on pricing  
 6 and customers that they are imposing on  
 7 us.  
 8 Do you see that sentence?  
 9 A. I do.  
 10 Q. Did you have an  
 11 understanding of the request that  
 12 Mr. McGivern is referring to in September  
 13 of 2009?  
 14 MR. OSTOYICH: I'll object  
 15 to it.  
 16 MR. WHITE: And I'm going to  
 17 caution the witness if the  
 18 understanding is a product of  
 19 discussions that you had with  
 20 Mr. McGivern and legal counsel, I  
 21 don't want you to reveal it.  
 22 A. I did discuss it between Jim  
 23 McGivern and our lawyer, but this is  
 24 relating to Jim's concern as to what

1 price McWane will be selling their  
 2 fittings to their customers.  
 3 To me, that was never a  
 4 concern, because as long as I got the  
 5 fitting from McWane and I knew what price  
 6 I was buying it at, I was okay about  
 7 selling it. But Jim had raised this  
 8 question, but it struck him as to a  
 9 question that needed an answer.  
 10 Q. Did business people at Sigma  
 11 express to you that they were concerned  
 12 that if Sigma had to charge 98% of  
 13 McWane's published prices, McWane should  
 14 also have to charge 98% of their  
 15 published prices?  
 16 MR. OSTOYICH: The way  
 17 that's phrased, I'll object.  
 18 Go ahead.  
 19 A. I don't recall the key  
 20 people in the discussion, like Mitchell  
 21 having any concern, or even discussing  
 22 with Victor, because for us, as long as  
 23 we had the fitting, we knew we could  
 24 sell.

1 I think Jim was probably the  
 2 only person who brought this up, and  
 3 almost like a legal point rather than a  
 4 business point.  
 5 Q. At this time in September of  
 6 2009, had Mr. McGivern assumed a role  
 7 within Sigma?  
 8 A. Yeah, he had just come on  
 9 board at the end of July sometime.  
 10 Q. And he was the CEO at this  
 11 time?  
 12 A. He had joined as the CEO.  
 13 Q. After Sigma and McWane  
 14 entered into the OEM Distribution  
 15 Agreement, did Sigma draw down its  
 16 efforts to fight Buy American  
 17 regulations?  
 18 A. That was a lost battle, and  
 19 I don't think we had to do anything at  
 20 that point. The agreement and the ARRA  
 21 had been signed, the money had been  
 22 disbursed. They were going about it in  
 23 their merry way.  
 24 It was given in a very

1 limited fashion, so there's nothing less  
 2 we could do.  
 3 Q. And were you concerned  
 4 personally that if Sigma continued to  
 5 fight Buy American provisions in other  
 6 contexts outside the ARRA, that McWane  
 7 would terminate the OEM Distribution  
 8 Agreement?  
 9 A. No. In fact, the whole  
 10 focus on that was that we would not do  
 11 anything to upset the ARRA. And in any  
 12 case, to me, it was a moot point.  
 13 It did not stop us from  
 14 going and changing the specification at  
 15 an engineering level or at a township  
 16 level. Something that we had been doing  
 17 for years, we continued doing.  
 18 Q. Mr. Bhattacharji, I'm  
 19 showing you what's been previously marked  
 20 CX 118911890935. This bears Bates number  
 21 SIG 0004415.  
 22 This is an e-mail chain, the  
 23 most recent of which is from Walter  
 24 Florence to you and others on November 3,

1 2009; is that correct?  
 2 A. Yes.  
 3 Q. And immediately prior to  
 4 Mr. Florence's e-mail is an e-mail from  
 5 you to Mr. McGivern and Mr. Florence and  
 6 Victor Pais on November 3, 2009; correct?  
 7 A. Could you repeat your  
 8 question? I was reading the document.  
 9 Q. Sure. Go ahead and read it.  
 10 A. Okay. I read it.  
 11 Q. The e-mail immediately under  
 12 Mr. Florence's e-mail is from you to  
 13 Mr. McGivern and others, including  
 14 Mr. Florence on November 3, 2009.  
 15 Do you see that?  
 16 A. Yes.  
 17 Q. And you write: Even if we  
 18 are technically not violating the MDA by  
 19 speaking as investors and not SIG, we can  
 20 not afford to antagonize McWane who can  
 21 pull the MDA off the table using some  
 22 other excuse if they feel strongly about  
 23 our attempts to beat back the BA laws  
 24 related to pipe fittings.

1 Do you see that?  
 2 A. Yes, I do.  
 3 Q. And was that your opinion at  
 4 the time?  
 5 A. We had signed an agreement  
 6 saying we are not going to fight against  
 7 the BA ARRA, so it made no sense for us  
 8 to do it in a subterfuge. We signed an  
 9 agreement, and we meant to keep it.  
 10 Q. And that included not just  
 11 the ARRA, but other Buy American laws; is  
 12 that correct?  
 13 A. Yeah, but the Buy American  
 14 laws related to the ARRA issues. It had  
 15 no impact in our day-to-day going and  
 16 changing specifications. That was not in  
 17 this thing. So we draw a distinction  
 18 between those two levels of Buy America  
 19 application.  
 20 Q. So you continued to try to  
 21 engineer level change specifications;  
 22 right?  
 23 A. Absolutely.  
 24 Q. But at the bigger level of

1 government Buy America provisions, you no  
 2 longer tried to change those rules?  
 3 A. That's what we had signed,  
 4 so no.  
 5 MR. WHITE: We were just  
 6 talking about time.  
 7 It's my understanding that  
 8 you were going to have about  
 9 three-and-a-half hours of  
 10 questioning.  
 11 MR. ANSALDO: I'm doing  
 12 everything I can to get through  
 13 this as quickly as I can.  
 14 MR. WHITE: And I haven't  
 15 been keeping exact time, but it's  
 16 about 20 minutes by my  
 17 calculation.  
 18 MR. ANSALDO: So I can take  
 19 a five-minute break, Joe, if you  
 20 want and then do my 20 minutes.  
 21 - - -  
 22 (A recess occurred.)  
 23 - - -  
 24 BY MR. ANSALDO:

1 Q. Mr. Bhattacharji, I wanted  
 2 to make sure I understand something that  
 3 you testified to this morning.  
 4 I believe you said it would  
 5 take 18 to 24 months for Sigma to have an  
 6 inventory of a full range of fittings  
 7 under its domestic sourcing plan; is that  
 8 correct?  
 9 A. I testified that in the  
 10 morning, on rethinking on a full range,  
 11 it would probably take longer.  
 12 Q. And in 2009, did Sigma  
 13 believe that it would take 18 months to  
 14 develop a full range of fittings in  
 15 inventory?  
 16 A. I mean, we were kind of  
 17 hoping it would get done, but I think  
 18 it's unrealistic.  
 19 Q. But Sigma would have been  
 20 able to sell less than a full range of  
 21 fittings more quickly than 18 months; is  
 22 that correct?  
 23 A. We were able to sell  
 24 fittings as they came off the line. As

1 some of them got developed and produced,  
 2 we would start selling, but the impact on  
 3 how much sales we could make would only  
 4 start after the first set of fittings  
 5 started coming into the market, which  
 6 would not be for a full series of months,  
 7 so we would be losing business.  
 8 Secondly, we also would have  
 9 to guess which configurations would be  
 10 selling, and we may have made some  
 11 fittings and those were not the ones that  
 12 are required on the job, so it's very  
 13 difficult to make any hard assumptions in  
 14 this. It's a difficult question to  
 15 answer.  
 16 Q. Are you familiar with the  
 17 Sigma mega plan?  
 18 A. Victor has used that term  
 19 many times in the 25 years we have worked  
 20 together.  
 21 Q. As executive vice president,  
 22 did you contribute to the mega plan?  
 23 MR. WHITE: Objection.  
 24 A. I have to see what this is.

<p style="text-align: right;">Page 249</p> <p>1 Q. I only have questions on a 2 couple of pages that I can point you to, 3 but first let me know if you recognize 4 the document. 5 For the record, this is CX 6 1189 11891745 with Bates number SIG 7 0003469, and this is an e-mail from Jeff 8 Marcus to M4 at Sigmaco.com on August 7, 9 2009, subject, SIG mega plan, sent to 10 Aries. 11 A. In a first glance through 12 the document -- 13 Q. Do you recognize this 14 document? 15 A. Not specifically, but I know 16 where he's heading on this. 17 Q. On Page 11 of the power 18 point, which is CX 118911891745-031, does 19 this page represent Sigma's debt status 20 as of August 2009, as you understood it? 21 MR. OSTOYICH: Hang on. I 22 must be on the wrong page. What 23 does it say at the top, Alex? 24 MR. ANSALDO: The bottom</p>	<p style="text-align: right;">Page 251</p> <p>1 2009 and 2010? 2 A. That's right. 3 Q. So my questions are on Page 4 14 of the financial statements, but the 5 CX 11891189 brand is 1748016. 6 A. That's Page 13? Page 13 or 7 14? 8 MR. WHITE: 14. 9 A. Okay. Thanks. I have the 10 page. 11 Q. At the bottom of the first 12 paragraph, it reads: The total 13 outstanding balances at December 31, 2010 14 in 2009 approximated \$50,906,566 and 15 \$31,356,000 respectively. 16 Do you see that? 17 MR. WHITE: I'm sorry. I 18 lost you. 19 MR. OSTOYICH: Where are 20 you? 21 MR. WHITE: Under the 22 heading second lien term loans? 23 MR. ANSALDO: No. 24 MR. WHITE: What page at the</p>
<p style="text-align: right;">Page 250</p> <p>1 right is 1745031, the CX 11891189 2 mark. 3 MR. OSTOYICH: Page 11. I'm 4 on that page. Okay, go ahead, I 5 guess. 6 A. I don't know what this is. 7 It says 2010, March, June, September, 8 December. Draft form and not intended 9 to constitute a representation. I have 10 no idea what this is. 11 Q. Okay. Well, then let's put 12 that aside. 13 Mr. Bhattacharji, I'm 14 showing you what's been previously marked 15 CX 118911891748, and the cover page says 16 Sigma International Group, Inc. and 17 Subsidiaries Consolidated Financial 18 Statements and Supplementary Information, 19 years ended December 31, 2010 and 2009. 20 The Bates stamp is SIGTP 21 00067092; is that correct? 22 A. Yes. 23 Q. Okay. Are these Sigma's 24 consolidated financial statements from</p>	<p style="text-align: right;">Page 252</p> <p>1 bottom? What page of the 2 presentation? 3 MR. ANSALDO: It is 4 presentation Page 14, and that 5 should be Bates number SIGTP 6 00067107. 7 MR. OSTOYICH: I don't see 8 where you're reading from. 9 MR. WHITE: Joe, I'm sorry, 10 he's at the bottom of the first 11 paragraph on the page. 12 MR. OSTOYICH: Okay. Got 13 you. 14 MR. WHITE: Okay. 15 BY MR. ANSALDO: 16 Q. Mr. Bhattacharji, do you see 17 where we are? 18 A. Yes. 19 Q. Does that indicate that 20 through the course of 2010, Sigma's first 21 lien debt increased by about \$20 million? 22 A. Yes, it increased. 23 Q. And then under the heading 24 second lien term loans, four lines from</p>

CONFIDENTIAL EXHIBIT  
REDACTED IN ENTIRETY

**Ramesh Bhutada**  
**Deposition Excerpt**

CONFIDENTIAL EXHIBIT

REDACTED IN ENTIRETY

**Ramesh Bhutada**  
**Investigational Hearing Excerpt**

# **Stuart Box Deposition Excerpt**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10 CONFIDENTIAL  
11 FTC-DOCKET NUMBER 9351  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

1 APPEARANCES  
2 BEFORE:  
3 Susan Masters Goldman, CSR, License  
4 Number 83, and Notary Public.  
5 APPEARING ON BEHALF OF THE COMPLAINANT:  
6 J. Alexander Ansaldo, Esq.  
7 U. S. Federal Trade Commission  
8 601 New Jersey Avenue, NW  
9 Washington, DC 20001  
10 APPEARING ON BEHALF OF MCWANE:  
11 William C. Lavery, Esq.  
12 Baker Botts, LLP  
13 The Warner  
14 1299 Pennsylvania Ave, NW  
15 Washington, DC 20004-2400  
16 APPEARING ON BEHALF OF SIGMA:  
17 Matthew A. White, Esq.  
18 Jason A. Leckerman, Esq.  
19 Ballard Spahr, LLP  
20 1735 Market Street, 51st Floor  
21 Philadelphia, PA 19103-7599  
22  
23

1 UNITED STATES OF AMERICA  
2 BEFORE THE FEDERAL TRADE COMMISSION  
3 OFFICE OF ADMINISTRATIVE LAW JUDGES  
4 IN THE MATTER OF:  
5 MCWANE, INC., a corporation,  
6 and PUBLIC DOCKET NO. 9351  
7 STAR PIPE PRODUCTS, LTD.,  
8 a limited partnership,  
9 Respondents.  
10  
11 DEPOSITION OF STUART J. BOX  
12 MAY 2, 2012  
13  
14 STIPULATION  
15 IT IS STIPULATED AND AGREED by and  
16 between the parties through their respective  
17 counsel that the deposition of STUART J. BOX  
18 may be taken before Susan Masters Goldman,  
19 Commissioner and Notary Public, at the  
20 offices of Maynard, Cooper & Gale, 2400  
21 Regions Plaza, Birmingham, Alabama 35203, the  
22 2nd day of May, 2012, commencing at 9:00 a.m.  
23

1 INDEX  
2 EXAMINATION BY PAGE NO.  
3 Mr. Lavery 6  
4 Mr. Ansaldo 65  
5  
6  
7 EXHIBITS  
8 1 E-mail 28  
9 2 E-mail 32  
10 3 E-mail 43  
11 4 E-mail 48  
12 5 E-mail 50  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

1 A. I did.  
 2 Q. Who reported directly to you?  
 3 A. Dennis Wilson, Jimmy Brewer -- even  
 4 people that are no longer there?  
 5 Q. Yes.  
 6 A. -- Richard Pratt, Ann Powell, Jessica  
 7 Johnson, Stan Sharit.  
 8 MR. WHITE: Can you spell that for the  
 9 court reporter, please?  
 10 A. I'm not sure I can. S-H-A-R-I-T,  
 11 Sharit.  
 12 Q. (BY MR. LAVERY) Is that everyone?  
 13 A. To the best of my recollection.  
 14 Q. Good enough for me. And in your  
 15 current position, who do you report to?  
 16 A. Mitchell Rona.  
 17 Q. And do you have anyone that reports  
 18 directly to you now?  
 19 A. I do.  
 20 Q. Who would that be?  
 21 THE WITNESS: You're going to have a  
 22 hard time with these.  
 23 A. Sreenivasa Rao.

1 Q. If you could spell --  
 2 A. I'm not even going to try.  
 3 Sreni, S-R-E-N-I. Rao, R-A-O.  
 4 Ajay Roy. That's A-J-A-Y R-O-Y.  
 5 Krishna -- I can't even pronounce  
 6 Krishna's last name. KY.  
 7 And CS, MCS.  
 8 We use abbreviations for obvious  
 9 reasons. Those are the engineers who work in  
 10 Cream Ridge.  
 11 Q. Where?  
 12 A. In New Jersey.  
 13 Q. So everyone that reports to you now is  
 14 an engineer?  
 15 A. Yes.  
 16 Overseas is JH, KS. That's fairly  
 17 extensive.  
 18 Q. And when you say overseas, where is  
 19 that?  
 20 A. We have an office in India called Silo,  
 21 S-I-L-O; SIGMA-India Liaison Office, and we  
 22 have an office in China called SCO-SIGMA  
 23 China office.

1 Q. SIGMA is an importer of waterworks  
 2 products; right?  
 3 A. Primarily.  
 4 Q. Does SIGMA actually manufacture its own  
 5 fittings?  
 6 A. We consider the fact that we -- we  
 7 consider it manufacturing.  
 8 Q. What do you mean by you consider it  
 9 manufacturing?  
 10 A. The products are made to our  
 11 specifications under our quality control  
 12 team. We hire the processing.  
 13 Q. But you hire another company to do the  
 14 processing?  
 15 A. That's correct.  
 16 Q. Has SIGMA ever manufactured its own  
 17 fittings?  
 18 A. Other than for trials?  
 19 Q. For resell.  
 20 A. I know of three fittings that were made  
 21 at trial that were eventually sold.  
 22 Q. Which fittings are those?  
 23 A. It's two 24-inch 45's and one 48-inch

1 45.  
 2 Q. Other than those, has SIGMA ever  
 3 manufactured its own fittings?  
 4 A. Not to my knowledge.  
 5 MR. WHITE: Objection.  
 6 If I object, it's just an objection for  
 7 the record. I'm not -- I guess I can't help  
 8 myself sometimes. I think the question is  
 9 vague. If I have something I want to  
 10 instruct you on, I'll let you know.  
 11 Q. (BY MR. LAVERY) SIGMA imports fittings  
 12 into the United States for resell; correct?  
 13 MR. ANSALDO: Objection, leading.  
 14 A. Correct.  
 15 Q. (BY MR. LAVERY) And does it supply  
 16 those imported fittings to your customers in  
 17 the United States?  
 18 A. Yes.  
 19 Q. What countries does SIGMA import from?  
 20 A. China and India.  
 21 Q. Any others?  
 22 A. Not that I'm aware of -- I'm sorry,  
 23 Mexico.

1 Q. When was that?  
 2 A. In general, 2008, 2009.  
 3 Q. Who made the determination that SIGMA  
 4 wanted to explore the feasibility of having  
 5 its own ductile iron waterworks fittings  
 6 produced in the United States?  
 7 A. The management team.  
 8 Q. Who's on the management team?  
 9 A. It would be Victor Pais, Siddharth  
 10 Bhattacharji, Gopi Ratham, G-O-P-I  
 11 R-A-T-H-A-M, Mitchell Rona.  
 12 Q. Are you aware of why SIGMA made that  
 13 determination that it would like to explore  
 14 the feasibility of having fittings produced  
 15 in the United States?  
 16 MR. ANSALDO: Objection, foundation.  
 17 A. I was never told specifically.  
 18 Q. (BY MR. LAVERY) Were you involved in  
 19 making the decision?  
 20 A. To explore the possibility?  
 21 Q. Yes. I'll restate. Were you involved  
 22 in making the decision to explore the  
 23 possibility of having fittings produced in

1 the United States?  
 2 A. Yes.  
 3 Q. Who else was involved?  
 4 A. That same group.  
 5 Q. To the best of your knowledge, why did  
 6 SIGMA make the ultimate determination that it  
 7 needed to explore the feasibility of having  
 8 fittings produced in the United States?  
 9 MR. ANSALDO: Objection, foundation.  
 10 A. My understanding was that there was a  
 11 domestic market that we had never tapped and  
 12 that the ARRA was going to affect potentially  
 13 our market share and we needed a response to  
 14 that threat to market share.  
 15 Q. (BY MR. LAVERY) What is ARRA?  
 16 A. I think it's American Resources and  
 17 Recovery Act. I'm not sure that's correct.  
 18 Q. If I told you it was the America  
 19 Recovery and Reinvestment Act, would you  
 20 agree with that?  
 21 A. Yes, I would agree with that.  
 22 Q. Do you know when ARRA was passed?  
 23 A. I do not.

1 Q. When specifically did you begin  
 2 evaluating the feasibility of having SIGMA  
 3 produced its own ductile iron waterworks  
 4 fittings in the United States?  
 5 MR. WHITE: To clarify, when you say  
 6 you, do you mean SIGMA or do you mean Mr. Box  
 7 personally?  
 8 Q. (BY MR. LAVERY) I'll restate the  
 9 question. Mr. Box, you personally were  
 10 involved in evaluating the feasibility of  
 11 having SIGMA produce its own ductile iron  
 12 waterworks fittings in the United States;  
 13 correct?  
 14 A. Yes, sir.  
 15 Q. When did your personal evaluation of  
 16 that start?  
 17 A. I can't give you a specific date. My  
 18 recollection is that it was in the spring of  
 19 '08.  
 20 MR. WHITE: If you're not sure, he  
 21 can -- they've got documents to refresh your  
 22 recollection.  
 23 A. I need my recollection refreshed. I

1 can't remember the exact date. It was the  
 2 spring of '08 or '09, I'm not sure which.  
 3 Q. (BY MR. LAVERY) And did someone ask you  
 4 to evaluate that possibility?  
 5 A. Yes.  
 6 Q. Who was that?  
 7 A. The management team.  
 8 Q. Anyone specific on the management team?  
 9 A. I was involved in that group and it was  
 10 a group decision.  
 11 Q. What was your involvement with that  
 12 group?  
 13 A. That's kind of broad. Can you narrow  
 14 the question?  
 15 Q. Sure. Within that group, what were  
 16 your responsibilities?  
 17 A. I don't think that's any better.  
 18 MR. WHITE: I agree.  
 19 Q. (BY MR. LAVERY) To the best of your  
 20 knowledge, what job functions did you perform  
 21 as part of that group in evaluating the  
 22 feasibility of SIGMA having its own ductile  
 23 iron waterworks fittings produced in the

1 United States?  
 2 MR. WHITE: I'm sorry. Can we go off  
 3 the record for just a second?  
 4 MR. LAVERY: Sure.  
 5 (OFF-THE-RECORD.)  
 6 Q. (BY MR. LAVERY) Back on the record  
 7 You said you were asked to perform an  
 8 analysis of the feasibility of having SIGMA  
 9 produce its own ductile iron waterworks  
 10 fittings in the United States; correct?  
 11 A. Let me clarify. I was asked to gather  
 12 information which would be used in the  
 13 analysis. I actually didn't perform the  
 14 analysis myself.  
 15 Q. Okay. What did you do to gather this  
 16 information?  
 17 A. I went to foundries and asked for  
 18 quotations for the production of our  
 19 products.  
 20 Q. What foundries did you go to?  
 21 A. I can give you a list. I may not  
 22 remember every foundry. I'm sure there's a  
 23 record somewhere of every foundry that we

1 contacted.  
 2 Q. Do you have an idea, roughly, how many  
 3 foundries you went to?  
 4 A. Over 50.  
 5 Q. What else did you do to gather  
 6 information?  
 7 A. That's basically it. Transportation  
 8 costs -- we investigated transportation  
 9 costs, we investigated machine options. We  
 10 investigated industry costs finishing  
 11 operations.  
 12 Q. Are there any prerequisites for having  
 13 ductile iron pipe fittings produced in the  
 14 United States?  
 15 MR. WHITE: Objection.  
 16 MR. ANSALDO: Objection, vague.  
 17 A. Technical?  
 18 Q. (BY MR. LAVERY) Technical, yes.  
 19 A. The foundry has to be capable of  
 20 producing a high quality of ductile iron.  
 21 Q. How do you evaluate whether they're  
 22 capable of doing that?  
 23 A. We have a document called a QIP, a

1 quality inspection procedure. It's spelled  
 2 out in the QIP.  
 3 Q. And there are technical specifications  
 4 spelled out in the QIP?  
 5 A. Yes.  
 6 Q. Over what period of time did you visit  
 7 these 50 or so foundries?  
 8 A. I never said I visited all of the  
 9 foundries. I said we investigated the  
 10 capabilities of over 50 foundries.  
 11 Q. Over what period of time did you  
 12 investigate the capabilities of the over 50  
 13 foundries?  
 14 A. From the beginning of the research into  
 15 domestic production until the decision was  
 16 made not to go forward with domestic  
 17 production.  
 18 Q. And when was that decision made?  
 19 A. I don't recall an exact date.  
 20 Q. Besides investigating the over 50  
 21 foundries, did you do anything else to  
 22 explore the feasibility of having ductile  
 23 iron waterworks fittings produced for SIGMA

1 in the United States?  
 2 MR. WHITE: Objection, asked and  
 3 answered.  
 4 THE WITNESS: I'm sorry. Objection  
 5 what?  
 6 MR. WHITE: I said asked and answered.  
 7 You had already described some of the other  
 8 things you did.  
 9 Do you want him to describe them again?  
 10 MR. LAVERY: I do.  
 11 MR. WHITE: All right. You may  
 12 describe them again.  
 13 A. We looked at all aspects of the  
 14 processing steps necessary from the beginning  
 15 to the end; casting, machining,  
 16 transportation, finishing.  
 17 MR. LAVERY: I'm going to mark document  
 18 SIG0001691 as Box 1.  
 19 (Exhibit Number 1 was marked and  
 20 attached.)  
 21 Q. (BY MR. LAVERY) Can you take a look at  
 22 that for me, please?  
 23 A. (Witness complies.)

1 MR. WHITE: Did you get his objection?  
 2 THE REPORTER: Yes, I did.  
 3 Q. (BY MR. LAVERY) So in your exploration,  
 4 you found that it would be a very large  
 5 undertaking to obtain the large number of  
 6 part numbers necessary --  
 7 A. Yes.  
 8 Q. -- for small and intermediate fittings?  
 9 A. I said small.  
 10 MR. ANSALDO: Objection.  
 11 Q. (BY MR. LAVERY) Small fittings. Did  
 12 you give a recommendation to the management  
 13 team regarding intermediate fittings?  
 14 A. I was ambivalent.  
 15 Q. Expand on that. What do you mean you  
 16 were ambivalent?  
 17 MR. WHITE: You don't have to expand.  
 18 He asked you a question, what do you mean by  
 19 ambivalent. You can answer that question  
 20 please.  
 21 A. I meant by ambivalent that I was -- I  
 22 had no strong opinion one way or the other.  
 23 Q. (BY MR. LAVERY) And to be clear, what

1 do you define as intermediate fittings?  
 2 A. 14 through 24.  
 3 Q. Eventually, the management team decided  
 4 that it would not produce intermediate  
 5 fittings domestically; correct?  
 6 MR. ANSALDO: Objection, vague.  
 7 A. Correct.  
 8 Q. (BY MR. LAVERY) Did you have a  
 9 recommendation to the management team  
 10 regarding large fittings?  
 11 A. Yes.  
 12 Q. What was that recommendation?  
 13 A. That we continue to pursue manufacture  
 14 of large diameter domestic fittings.  
 15 Q. Did the management team decide to  
 16 continue to pursue large diameter domestic  
 17 fittings?  
 18 A. No.  
 19 Q. In your recommendations, did you take  
 20 costs into consideration?  
 21 A. Yes.  
 22 Q. Did you find that it would be too  
 23 expensive to pursue producing small and

1 intermediate -- strike that. Did you find  
 2 that it would be too expensive produce small  
 3 fittings domestically?  
 4 MR. ANSALDO: Objection, leading,  
 5 vague, foundation.  
 6 A. It wasn't my position to judge what was  
 7 too expensive and what was not too expensive.  
 8 Q. (BY MR. LAVERY) In your recommendation  
 9 to the management team, did you take costs  
 10 into consideration?  
 11 A. Yes.  
 12 Q. As part of your determination that it  
 13 was not worth it to pursue small fittings  
 14 domestically, was cost a factor?  
 15 A. Total risk was the driving force.  
 16 Q. Total risk?  
 17 A. Total risk; cost, large undertaking,  
 18 capital expenditure.  
 19 Q. Did you think it would be in a bad  
 20 business decision?  
 21 MR. ANSALDO: Objection, leading.  
 22 MR. WHITE: Objection.  
 23 A. I can only give my personal opinion.

1 Q. (BY MR. LAVERY) I'm asking for your  
 2 personal opinion. Did you did think it would  
 3 be a bad business decision?  
 4 MR. ANSALDO: Objection to leading,  
 5 foundation.  
 6 A. I felt it was a necessity that we do  
 7 something. We needed to service our  
 8 customers.  
 9 Q. (BY MR. LAVERY) So you thought it would  
 10 be a bad decision, business decision to have  
 11 fittings produced domestically for SIGMA?  
 12 MR. ANSALDO: Objection, vague,  
 13 leading, foundation.  
 14 A. SIGMA needed a domestic line of  
 15 fittings to service our customers. So the  
 16 business decision was we needed -- we needed  
 17 to have a way to provide domestic fittings to  
 18 our customers.  
 19 Q. (BY MR. LAVERY) But ultimately, the  
 20 management team chose not to produce  
 21 domestically?  
 22 A. That's correct.  
 23 Q. And you recommended that they do not

Page 61

1 produce domestically for small fittings?  
 2 A. You asked me my opinion. I stated my  
 3 opinion to them, but my opinion didn't hold  
 4 much weight.  
 5 Q. Did you tell the management team in  
 6 your opinion it would be a bad business  
 7 decision?  
 8 A. If there was another option.  
 9 Q. Who did you communicate this to?  
 10 A. Mitchell.  
 11 Q. Mitchell Rona?  
 12 A. Uh-huh.  
 13 Q. You felt that SIGMA needed to do  
 14 something; correct?  
 15 A. Yes.  
 16 Q. What do you mean by that?  
 17 A. We needed to have an option of  
 18 supplying domestic fittings to our customers.  
 19 Q. Were you customers demanding domestic  
 20 fittings?  
 21 A. Yes.  
 22 Q. Did you ever tell customers that you  
 23 would, in fact, have domestic fittings

Page 62

1 available?  
 2 MR. WHITE: Him personally?  
 3 A. Personally, I never told any customers.  
 4 Q. (BY MR. LAVERY) Are you aware of SIGMA  
 5 telling customers that they would have  
 6 domestic fittings available?  
 7 MR. ANSALDO: Objection, foundation.  
 8 A. Yes.  
 9 Q. (BY MR. LAVERY) Are you familiar with  
 10 the company Frontenac?  
 11 A. Only to the extent that I know that  
 12 they are the capital investment people that  
 13 have a large share of SIGMA.  
 14 Q. Are you aware that SIGMA entered a  
 15 Master Distribution Agreement with McWane?  
 16 A. I am.  
 17 Q. Approximately when was that?  
 18 A. Late summer, early fall of 2009. Is  
 19 that right?  
 20 Q. Did you have any direct involvement in  
 21 negotiating the agreement?  
 22 A. I did not.  
 23 Q. So you had no direct responsibility for

Page 63

1 negotiating the agreement whatsoever;  
 2 correct?  
 3 A. Correct.  
 4 Q. Were you aware that these negotiations  
 5 were going on at the same time you're  
 6 evaluating the feasibility of SIGMA entering  
 7 domestic production?  
 8 MR. WHITE: Objection, lacks  
 9 foundation. Go ahead.  
 10 A. I was.  
 11 Q. (BY MR. LAVERY) But again, you had no  
 12 involvement in the negotiating the MDA with  
 13 McWane; correct?  
 14 A. I did not.  
 15 Q. Are you an engineer by trade?  
 16 A. Education.  
 17 Q. Where did you go to school?  
 18 A. University of Alabama-Birmingham.  
 19 Q. For your entire career at SIGMA, have  
 20 your job responsibilities generally revolved  
 21 around engineering, at least in some aspect?  
 22 MR. WHITE: Objection.  
 23 A. Not until recently. I'm an operations

Page 64

1 guy.  
 2 Q. (BY MR. LAVERY) For your entire career  
 3 at SIGMA, you have been in either operations  
 4 or engineering; is that correct?  
 5 MR. ANSALDO: Objection, vague, form.  
 6 A. Basically.  
 7 Q. (BY MR. LAVERY) Have you ever had any  
 8 direct responsibilities for determining the  
 9 pricing of products?  
 10 A. I have not.  
 11 MR. WHITE: At SIGMA or in his career?  
 12 Q. (BY MR. LAVERY) I'll restate the  
 13 question. At SIGMA, have you ever had any  
 14 direct responsibility for determining the  
 15 pricing of products?  
 16 A. Fittings?  
 17 Q. Fittings.  
 18 A. No.  
 19 Q. Have you ever had any direct  
 20 responsibility for determining multipliers  
 21 for fittings?  
 22 A. No.  
 23 Q. Have you ever been directly responsible

Page 61

1 produce domestically for small fittings?  
 2 A. You asked me my opinion. I stated my  
 3 opinion to them, but my opinion didn't hold  
 4 much weight.  
 5 Q. Did you tell the management team in  
 6 your opinion it would be a bad business  
 7 decision?  
 8 A. If there was another option.  
 9 Q. Who did you communicate this to?  
 10 A. Mitchell.  
 11 Q. Mitchell Rona?  
 12 A. Uh-huh.  
 13 Q. You felt that SIGMA needed to do  
 14 something; correct?  
 15 A. Yes.  
 16 Q. What do you mean by that?  
 17 A. We needed to have an option of  
 18 supplying domestic fittings to our customers.  
 19 Q. Were you customers demanding domestic  
 20 fittings?  
 21 A. Yes.  
 22 Q. Did you ever tell customers that you  
 23 would, in fact, have domestic fittings

Page 62

1 available?  
 2 MR. WHITE: Him personally?  
 3 A. Personally, I never told any customers.  
 4 Q. (BY MR. LAVERY) Are you aware of SIGMA  
 5 telling customers that they would have  
 6 domestic fittings available?  
 7 MR. ANSALDO: Objection, foundation.  
 8 A. Yes.  
 9 Q. (BY MR. LAVERY) Are you familiar with  
 10 the company Frontenac?  
 11 A. Only to the extent that I know that  
 12 they are the capital investment people that  
 13 have a large share of SIGMA.  
 14 Q. Are you aware that SIGMA entered a  
 15 Master Distribution Agreement with McWane?  
 16 A. I am.  
 17 Q. Approximately when was that?  
 18 A. Late summer, early fall of 2009. Is  
 19 that right?  
 20 Q. Did you have any direct involvement in  
 21 negotiating the agreement?  
 22 A. I did not.  
 23 Q. So you had no direct responsibility for

Page 63

1 negotiating the agreement whatsoever;  
 2 correct?  
 3 A. Correct.  
 4 Q. Were you aware that these negotiations  
 5 were going on at the same time you're  
 6 evaluating the feasibility of SIGMA entering  
 7 domestic production?  
 8 MR. WHITE: Objection, lacks  
 9 foundation. Go ahead.  
 10 A. I was.  
 11 Q. (BY MR. LAVERY) But again, you had no  
 12 involvement in the negotiating the MDA with  
 13 McWane; correct?  
 14 A. I did not.  
 15 Q. Are you an engineer by trade?  
 16 A. Education.  
 17 Q. Where did you go to school?  
 18 A. University of Alabama-Birmingham.  
 19 Q. For your entire career at SIGMA, have  
 20 your job responsibilities generally revolved  
 21 around engineering, at least in some aspect?  
 22 MR. WHITE: Objection.  
 23 A. Not until recently. I'm an operations

Page 64

1 guy.  
 2 Q. (BY MR. LAVERY) For your entire career  
 3 at SIGMA, you have been in either operations  
 4 or engineering; is that correct?  
 5 MR. ANSALDO: Objection, vague, form.  
 6 A. Basically.  
 7 Q. (BY MR. LAVERY) Have you ever had any  
 8 direct responsibilities for determining the  
 9 pricing of products?  
 10 A. I have not.  
 11 MR. WHITE: At SIGMA or in his career?  
 12 Q. (BY MR. LAVERY) I'll restate the  
 13 question. At SIGMA, have you ever had any  
 14 direct responsibility for determining the  
 15 pricing of products?  
 16 A. Fittings?  
 17 Q. Fittings.  
 18 A. No.  
 19 Q. Have you ever had any direct  
 20 responsibility for determining multipliers  
 21 for fittings?  
 22 A. No.  
 23 Q. Have you ever been directly responsible

# **Tom Brakefield Deposition Excerpt**

Page 1

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11 CONFIDENTIAL  
12 FTC-DOCKET NUMBER 9351  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

Page 3

1 APPEARANCES  
2 BEFORE:  
3 Susan Masters Goldman, CSR, License  
4 Number 83, and Notary Public.  
5 APPEARING ON BEHALF OF THE COMPLAINANT:  
6 J. Alexander Ansaldo, Esq.  
7 U. S. Federal Trade Commission  
8 601 New Jersey Avenue, NW  
9 Washington, DC 20001  
10 APPEARING ON BEHALF OF MCWANE:  
11 Joe Ostoyich, Esq.  
12 Baker Botts, LLP  
13 The Warner  
14 1299 Pennsylvania Ave, NW  
15 Washington, DC 20004-2400  
16 APPEARING ON BEHALF OF SIGMA:  
17 Matthew A. White, Esq.  
18 Ballard Spahr, LLP  
19 1735 Market Street, 51st Floor  
20 Philadelphia, PA 19103-7599  
21  
22  
23

Page 2

1 UNITED STATES OF AMERICA  
2 BEFORE THE FEDERAL TRADE COMMISSION  
3 OFFICE OF ADMINISTRATIVE LAW JUDGES  
4 IN THE MATTER OF:  
5 MCWANE, INC., a corporation,  
6 and PUBLIC DOCKET NO. 9351  
7 STAR PIPE PRODUCTS, LTD.,  
8 a limited partnership,  
9 Respondents.  
10  
11 DEPOSITION OF TOM BRAKEFIELD - VOLUME I  
12 MAY 4, 2012  
13  
14 STIPULATION  
15 IT IS STIPULATED AND AGREED by and  
16 between the parties through their respective  
17 counsel that the deposition of TOM BRAKEFIELD  
18 may be taken before Susan Masters Goldman,  
19 Commissioner and Notary Public, at the  
20 offices of Maynard, Cooper & Gale, 2400  
21 Regions Plaza, Birmingham, Alabama 35203, the  
22 4th day of May, 2012, commencing at 9:45 a.m.  
23

Page 4

1 APPEARING ON BEHALF ON TOM BRAKEFIELD:  
2 Richard Gill, Esq.  
3 Copeland Franco, Screws & Gill, P.A.  
4 444 South Perry Street  
5 Montgomery, Alabama 36101  
6  
7 ALSO PRESENT: Jason D. Cruise, Esq.  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

Page 9

1 I'll say that not only the transcript is  
 2 confidential, but any exhibits that are  
 3 attached to the transcript as well.  
 4 MR. ANSALDO: My understanding is that  
 5 Mr. Cruise will be bound by the protective  
 6 order?  
 7 MR. CRUISE: Yes.  
 8 MR. OSTOYICH: Is everybody ready to  
 9 start?  
 10 Q. (BY MR. OSTOYICH) Mr. Brakefield, good  
 11 morning again.  
 12 A. Good morning.  
 13 Q. Just so we are clear on the record, my  
 14 understanding is that you either were or  
 15 perhaps still are, and you can clarify it for  
 16 me, president of the Ductile Iron Fittings  
 17 Research Association.  
 18 A. That's correct.  
 19 Q. Do you know yourself whether you still  
 20 are the president or whether that's a past --  
 21 A. You know, some -- I think I am, but I  
 22 really don't know. I haven't -- I don't know  
 23 if I'm officially that or not, but I have

Page 10

1 been -- I have been doing things as I was.  
 2 Q. Okay. And is that -- part of the  
 3 reason for that, for all practical purposes,  
 4 the Ductile Iron Fittings Research  
 5 Association has been defunct for the last  
 6 three and a half years?  
 7 MR. ANSALDO: Objection, leading.  
 8 A. That's correct.  
 9 Q. (BY MR. OSTOYICH) You tell me, Mr.  
 10 Brakefield, is the Ductile Iron Fittings  
 11 Research Association still operating in any  
 12 fashion?  
 13 A. No, sir.  
 14 Q. And when is the last time the Ductile  
 15 Iron Fittings Research Association actually  
 16 did anything?  
 17 A. I would say it was probably -- the last  
 18 meeting probably in '08, maybe early '09, to  
 19 the best of my knowledge.  
 20 Q. Fair enough. Just so we're clear on  
 21 the record, you understand you are testifying  
 22 under oath on behalf of the organization?  
 23 A. Yes.

Page 11

1 Q. And you have an obligation to tell the  
 2 truth, as you know it?  
 3 A. Yes, sir.  
 4 Q. Mr. Brakefield, I'm going to show you  
 5 some documents. Before I get to them, my  
 6 understanding is that DIFRA had a very brief  
 7 period where it was actually operational. Is  
 8 that fair?  
 9 A. That's correct.  
 10 Q. It looks like from the documents that  
 11 the organization produced and other documents  
 12 that DIFRA was essentially talked about,  
 13 started to be formed sometime in the mid  
 14 2000's, but effectively didn't really do  
 15 anything until 2008. Is that fair?  
 16 A. That's correct.  
 17 MR. ANSALDO: Objection, leading.  
 18 Q. (BY MR. OSTOYICH) Let's mark as  
 19 Exhibit 1, and I think what we will do is  
 20 mark it as Respondent's Brakefield  
 21 Exhibit 1 -- I'm sorry, DIFRA Exhibit 1, a  
 22 document from -- an e-mail trail from Tom  
 23 Brakefield from April of 2005 to Thad Long

Page 12

1 and others, and it came from DIFRA's files,  
 2 DIFRA 000089, and it's a one pager.  
 3 If you can, take a look at that.  
 4 (DIFRA Exhibit 1 was marked and  
 5 attached.)  
 6 Q. (BY MR. OSTOYICH) Let me know after you  
 7 have had a chance to look at that, Mr.  
 8 Brakefield.  
 9 A. Okay.  
 10 Q. Have you had a chance to look at that,  
 11 Mr. Brakefield?  
 12 A. Uh-huh.  
 13 Q. This, I take it, is an e-mail trail  
 14 that you had e-mail exchanges with Thad Long  
 15 and others in April of 2005 in the ordinary  
 16 course of your duties; is that fair?  
 17 A. Yes, sir.  
 18 Q. Am I reading it right that this in a  
 19 sense the initial discussions about possibly  
 20 forming a trade association for the ductile  
 21 iron fittings participants?  
 22 MR. ANSALDO: Objection, leading.  
 23 A. Yes.

Page 109

1 A. Because they were not in those other  
 2 markets.  
 3 Q. Did any members want a more narrow  
 4 geographic range than the United States and  
 5 Puerto Rico?  
 6 A. No, sir.  
 7 Q. Did any members from DIFRA propose to  
 8 break up DIFRA reporting by the United States  
 9 region?  
 10 A. No, sir, not that I recall.  
 11 Q. Did any DIFRA member ever propose  
 12 exchanging sales dollars information?  
 13 A. At one time that was discussed, yes.  
 14 Q. Which DIFRA member proposed exchanging  
 15 sales dollars information?  
 16 A. I think it was McWane.  
 17 Q. And you also discussed with Mr.  
 18 Ostoyich the selection of shipments in tons,  
 19 and you referred to sometimes delivery can be  
 20 a long time after the sale; is that correct?  
 21 A. That's correct.  
 22 Q. And how often does that happen?  
 23 A. In any public job, it happens pretty

Page 110

1 much every time.  
 2 MR. WHITE: Objection, vague.  
 3 When you say a long time, you need to  
 4 define it.  
 5 MR. ANSALDO: I was using his term.  
 6 MR. WHITE: You can answer. It's a  
 7 vague question, but you can answer.  
 8 A. Well, public work that had public funds  
 9 had certain parameters or processes that you  
 10 had to go through before you received a  
 11 notice to proceed on the project; that  
 12 normally took a period of time. It could  
 13 vary, 60 days to 120 days. And then after  
 14 that, once that had been decreed, you could  
 15 start this job. Purchase orders were issued  
 16 and all the documentation to make sure that  
 17 the orders were placed occurred at that time.  
 18 Sometimes they were placed in advance because  
 19 they had items that were maybe 30-week  
 20 delivery. So you were trying to get the jump  
 21 on that so you could make it in a timely  
 22 manner to get the schedule of the job.  
 23 Okay. So most -- and I would say

Page 111

1 99.9 percent of the public work, it was at  
 2 least a 60 to 120-day period before you got  
 3 an order, and then usually 8 to 10 weeks  
 4 after that that you would ship that order.  
 5 Private work was all over the map.  
 6 Q. And what is -- when you say public  
 7 work, what is public work?  
 8 A. Public work is where -- let's say the  
 9 State revolving funds. They are funding a  
 10 project of need and there is an actual bid;  
 11 engineering done, bid list, bidders submit  
 12 bids, and the low bidder is awarded the job.  
 13 And then he basically orders the product from  
 14 whoever he deems that's going to get that  
 15 order, whoever was low on the bid at that  
 16 time.  
 17 Q. Does public work fall within one of the  
 18 particular size ranges that were buckets that  
 19 DIFRA reported?  
 20 A. It could be in all the size ranges and  
 21 probably more prominent in 14 and up.  
 22 Q. For sales of fittings between 2-inch  
 23 and 12-inch --

Page 112

1 A. Yes.  
 2 Q. -- in 2008, what percentage of those  
 3 sales would be for public work projects?  
 4 A. I would say that -- maybe using the  
 5 80/20 rule, maybe 20 percent.  
 6 Q. You also mentioned in the discussion  
 7 with Mr. Ostoyich that the prices around the  
 8 country can vary; is that correct?  
 9 A. That's correct.  
 10 Q. Why do the prices around the country  
 11 vary?  
 12 A. Different shipping points, different  
 13 points of where you -- the importer people  
 14 like Star and SIGMA would bring in products  
 15 in landed cost areas, basically on the east  
 16 coast versus the west coast. So all of them  
 17 had different cost points depending upon  
 18 where they shipped out of; what plant or what  
 19 warehouse they shipped out of would vary,  
 20 freight, all kind of things like that, lanes  
 21 of traffic.  
 22 Q. Were competitive conditions different  
 23 in some regions of the country than others?

Page 125

1 A. Not December of 2009, no, they didn't.  
 2 Q. Oh, I'm sorry.  
 3 A. Of '08, they did.  
 4 Q. In January of 2009, did SIGMA --  
 5 A. No, sir, they did not.  
 6 Q. Let me clear up the record a little  
 7 bit. In January of 2009, did SIGMA submit  
 8 data to DIFRA?  
 9 A. No, they did not.  
 10 Q. In January of 2009, did Star submit  
 11 data to DIFRA?  
 12 A. No, they did not.  
 13 Q. And in February of 2009, did McWane  
 14 submit data to DIFRA?  
 15 A. Yes, they did -- no, they did not,  
 16 excuse me. I misread that. No, they did  
 17 not.  
 18 Q. Did any of the DIFRA members  
 19 communicate to DIFRA why they were stopping  
 20 the data submissions?  
 21 A. Inactivity at that time took place and  
 22 enthusiasm of the organization really dropped  
 23 because of ARRA at that time.

Page 126

1 Q. Why did ARRA cause the enthusiasm for  
 2 DIFRA to drop?  
 3 A. Because the mandates from ARRA deemed  
 4 that projects were going to be domestic only,  
 5 made in this country.  
 6 MR. OSTOYICH: That's not the right  
 7 characterization, but go ahead.  
 8 Q. (BY MR. ANSALDO) Why did the domestic  
 9 only requirement affect the members'  
 10 enthusiasm for DIFRA?  
 11 A. Because some of the members were  
 12 importers, they did not have domestic  
 13 production, and one did.  
 14 Q. And so why did that affect the  
 15 enthusiasm for DIFRA?  
 16 A. Because they -- the money that was  
 17 going to be allocated for projects were going  
 18 to be labeled Buy American only.  
 19 MR. OSTOYICH: Just for the record,  
 20 your characterization in your question on Buy  
 21 American and his answer on what Buy American  
 22 says -- it says what it says.  
 23 Q. (BY MR. ANSALDO) In early 2009, was

Page 127

1 U.S. Pipe continuing to submit its  
 2 information to DIFRA?  
 3 A. As far as I know, no, it did not.  
 4 Q. When Bree Holland indicated to you in  
 5 May of 2009 that she was missing data from  
 6 some DIFRA members, did she indicate that she  
 7 was missing data from U.S. Pipe?  
 8 A. No, she didn't.  
 9 Q. So she may have --  
 10 A. She may have, I just didn't know that.  
 11 MR. CRUISE: Objection, calls for  
 12 speculation.  
 13 Q. (BY MR. ANSALDO) Mr. Brakefield, you  
 14 mentioned the effect that the ARRA had on the  
 15 DIFRA members. Did U.S. Pipe communicate  
 16 concern about the ARRA to DIFRA?  
 17 A. No.  
 18 Q. Did Star Pipe communicate concern about  
 19 the ARRA to DIFRA?  
 20 A. I don't remember. I don't think so.  
 21 Q. Did you have conversations with  
 22 representatives of Star Pipe about the ARRA?  
 23 A. No, I did not.

Page 128

1 Q. Did any members of DIFRA communicate  
 2 that they were resigning their membership in  
 3 DIFRA?  
 4 A. Yes.  
 5 Q. Have any of the members of DIFRA --  
 6 strike that. Has DIFRA filed papers with the  
 7 State of Alabama indicating that it was  
 8 unincorporating?  
 9 A. No, sir, not that I'm aware of.  
 10 Q. In 2005, when the early meetings  
 11 regarding -- or relating to DIFRA took place,  
 12 U.S. Pipe participated in those; is that  
 13 correct?  
 14 A. Yes.  
 15 MR. WHITE: Object.  
 16 A. Yes, they did.  
 17 Q. (BY MR. ANSALDO) In 2005, did you U.S.  
 18 Pipe Foundry make fittings?  
 19 A. That, I don't recall. It could have,  
 20 but I don't recall exactly the date that they  
 21 shut the fittings facility down. They could  
 22 have, I just don't recall.  
 23 Q. In 2008, when DIFRA reporting

Page 129

1 commenced, did U.S. Pipe own a foundry where  
 2 they manufactured fittings?  
 3 A. No, they did not.  
 4 Q. Did SIGMA sell fittings to U.S. Pipe in  
 5 2008?  
 6 A. Yes, they did.  
 7 Q. Was the shipping information that U.S.  
 8 Pipe submitted to DIFRA reflective of the  
 9 fittings that SIGMA sold to U.S. Pipe?  
 10 MR. WHITE: Objection, vague.  
 11 MR. OSTOYICH: I would join.  
 12 MR. GILL: If you know what U.S. Pipe  
 13 submitted.  
 14 A. I don't know what they submitted,  
 15 that's what I was going to say. I don't  
 16 really know what they submitted. I know  
 17 there was a lot of discussion about inner  
 18 member sales to one another and that was --  
 19 Thad Long basically said that should not be  
 20 reported.  
 21 Now, whether they did that or not, I  
 22 don't know. But if -- and I'm almost certain  
 23 there is some language somewhere that Thad

Page 130

1 had cautioned everybody about selling, you  
 2 know, that product, that that should not be  
 3 reported; that the billing company who had  
 4 the invoice to the marketplace, that should  
 5 be reported, not the end -- like the amount  
 6 that we sold to U.S. Pipe, or if we sold any  
 7 to McWane, that was not to be reported, and  
 8 we complied with that.  
 9 Q. (BY MR. ANSALDO) When you say we --  
 10 A. SIGMA.  
 11 Q. -- in that instance, you mean --  
 12 A. That would be SIGMA.  
 13 Q. SIGMA did not report its sales of  
 14 fittings to U.S. Pipe?  
 15 A. That's correct.  
 16 Q. And under the DIFRA rules, U.S. Pipe  
 17 would report the sales of those fittings?  
 18 A. That's correct.  
 19 Q. Mr. Brakefield, you discussed a lot of  
 20 the reasons why DIFRA was formed such as  
 21 specifications and standards in the industry.  
 22 Did the DIFRA information exchange help  
 23 DIFRA members to form standards for the

Page 131

1 industry?  
 2 MR. OSTOYICH: We would object.  
 3 A. I feel we had laid the groundwork to do  
 4 that; we didn't have the chance to do that.  
 5 I felt we were going to address those issues,  
 6 yes.  
 7 Q. (BY MR. ANSALDO) Did the members'  
 8 submission of shipping information to the  
 9 accounting firm and subsequent receipt of the  
 10 aggregate information affect those standards?  
 11 A. Not per se, no; huh-uh, no.  
 12 Q. Was the purpose of submitting -- strike  
 13 that.  
 14 I believe you have already said that  
 15 the DIFRA members wanted to understand the  
 16 contours of the market and that was one of  
 17 the reasons why they submitted information to  
 18 the accounting firm; is that correct?  
 19 MR. WHITE: Objection.  
 20 A. You know, I think that that was an area  
 21 that Bradley Arant advised us that we could,  
 22 in fact, do, and that would give us data that  
 23 could help us serve our customers in a timely

Page 132

1 manner, looking at the trends and the  
 2 seasonality that the industry had faced and  
 3 you had some more concrete evidence of how  
 4 that occurred.  
 5 Q. (BY MR. ANSALDO) Was there any other  
 6 purposes for the DIFRA members submitting  
 7 their data and receiving aggregate data?  
 8 A. No. It just gave you an idea of the  
 9 breakdown of the sizes and configurations and  
 10 stuff also. Other than that, no.  
 11 Q. You described earlier the difference  
 12 between flanged fittings and this bucket that  
 13 is all other.  
 14 A. Yes.  
 15 Q. Are some of the all other fittings  
 16 proprietary fittings?  
 17 A. Yes, sir.  
 18 Q. Are some of the all other fittings  
 19 standard fittings?  
 20 A. Yes, sir.  
 21 Q. And which standards would the all --  
 22 which standards would the all other fittings  
 23 follow?

**Michael Coryn  
Deposition Excerpt**

Page 1

1 UNITED STATES OF AMERICA  
 2 BEFORE THE FEDERAL TRADE COMMISSION

3 IN THE MATTER OF ) DOCKET NO. 9351  
 4 McWane, Inc., )  
 5 a corporation, and )  
 6 Star Pipe Products, Ltd., )  
 7 a limited partnership. )

8

9 DEPOSITION OF MICHAEL CORYN  
 10 DEPOSITION OF MICHAEL CORYN, taken before  
 11 Kara D. Holland, Registered Professional Reporter,  
 12 CSR (IA), General Notary Public within and for the  
 13 State of Nebraska, beginning at 8:30 a.m., on the  
 14 16th day of May, 2012, at the Law Offices of Lieben,  
 15 Whitted, Houghton, Slowiaczek & Cavanagh, 6457  
 16 Frances Street, Suite 100, Omaha, Nebraska, pursuant  
 17 to the within stipulations.

18

19 \* \* \* \* \*

20

21

22

23

24

25

Page 2

1 APPEARANCES 2

2

3 FOR MCWANE, INC. :  
 4 MR. WILLIAM C. LAVERY  
 5 BAKER BOTTS, L.L.P.  
 6 The Warner  
 7 1299 Pennsylvania Avenue, NW  
 8 Washington, DC 20004  
 9 (202) 639-7713 FAX (202) 639-1025  
 10 william.lavery@bakerbotts.com

11 FOR THE FEDERAL TRADE COMMISSION:  
 12 MR. ANDREW K. MANN  
 13 UNITED STATES FEDERAL TRADE COMMISSION  
 14 601 New Jersey Avenue, NE  
 15 Washington, DC 20001  
 16 (202) 326-2481 FAX (202) 326-3496  
 17 amann@ftc.gov

18 FOR THE DEPONENT:  
 19 MR. DAVID S. HOUGHTON  
 20 LIEBEN, WHITTED, HOUGHTON,  
 21 SLOWIACZEK & CAVANAGH, PC, LLO  
 22 6457 Frances Street, Suite 100  
 23 Omaha, Nebraska 68106  
 24 (402) 344-4000 FAX (402) 930-1099  
 25 dhoughton@liebenlaw.com

19 \* \* \* \* \*

20

21

22

23

24

25

Page 3

1 INDEX 3

2 PAGE

3 CASE CAPTION ..... 1  
 4 APPEARANCES ..... 2  
 5 INDEX ..... 3  
 6 STIPULATIONS ..... 4  
 7 TESTIMONY ..... 4  
 8 REPORTER CERTIFICATE ..... 138

9 DIRECT EXAMINATION:  
 10 By Mr. Lavery ..... 4

11 CROSS-EXAMINATION:  
 12 By Mr. Mann ..... 56

13 REDIRECT EXAMINATION:  
 14 By Mr. Lavery ..... 131

15

16 EXHIBITS

17 EXHIBITS: MARKED

18 CX1880. MAPS ..... 66  
 19 CX0006. LETTER .....108  
 20 CX0056. COLLECTION OF DOCUMENTS .....120  
 21 CX1178. LETTER .....122  
 22 CX0138. LETTER .....124

23

24

25

Page 4

1 (Whereupon, the following proceedings were  
 2 had, to-wit:)

3 COURT REPORTER: Any stipulations to  
 4 be put on the record before we start?

5 MR. MANN: No.  
 6 MR. LAVERY: No.

7 MICHAEL CORYN,  
 8 having been first duly sworn,  
 9 was examined and testified as follows:

10 DIRECT EXAMINATION

11 BY MR. LAVERY:

12 Q. Good morning.  
 13 A. Good morning.  
 14 Q. Can you please state your full name for  
 15 the record.  
 16 A. Michael R. Coryn.  
 17 Q. And can you give me your home and work  
 18 addresses, please?  
 19 A. 251 Holmes Street in Bettendorf, Iowa.  
 20 And our office is at 3739 State Street in Bettendorf  
 21 also. And the zip is 52722 for both.  
 22 Q. And my name is William Lavery. I  
 23 represent McWane in this matter.  
 24 Have you ever been deposed before?  
 25 A. Yes.

Page 85

1 fittings?  
 2 A. No.  
 3 Q. If the price of ductile iron pipe fittings  
 4 goes up, is there a decrease in demand for those  
 5 fittings?  
 6 A. No.  
 7 Q. Is there a price differential between  
 8 domestic ductile iron pipe fittings and imported  
 9 ductile iron pipe fittings?  
 10 A. Yes.  
 11 Q. What is that differential?  
 12 MR. LAVERY: Objection: Vague.  
 13 MR. HOUGHTON: I assume you are  
 14 asking him about price now? Today?  
 15 MR. MANN: Correct.  
 16 THE WITNESS: It's probably between  
 17 25 and 30 percent, domestic being higher.  
 18 BY MR. MANN:  
 19 Q. And has that differential changed over  
 20 time? If we were to take the last five years?  
 21 A. From five years ago, it's increased.  
 22 Q. Five years ago, what was the price  
 23 differential between an imported fitting and a  
 24 ductile iron -- domestic ductile iron pipe fitting?  
 25 A. It was probably more like a 20 percent

Page 86

1 spread.  
 2 Q. So it's trending upward?  
 3 A. Yes.  
 4 Q. Mr. Lavery spoke to you about different  
 5 municipalities that still have domestic fitting  
 6 specifications in their jobs. What factors are  
 7 contributing to this persistence of domestic  
 8 specification?  
 9 MR. LAVERY: Objection: Calls for  
 10 speculation.  
 11 THE WITNESS: I think a lot of it has  
 12 to do with the source of their funding.  
 13 BY MR. MANN:  
 14 Q. Any other factors that you are aware of?  
 15 A. In the state of Illinois, I know it's part  
 16 of their DOT specification. So if there's any DOT  
 17 funding on a project, it does require domestic  
 18 fittings.  
 19 Q. Would you be able to quantify in terms of  
 20 the number of projects that you serviced that used  
 21 domestic fittings last year, in 2011?  
 22 A. It would be less than ten.  
 23 Q. And how many domestic fitting jobs did you  
 24 service in 2010?  
 25 A. Boy, I couldn't even guess anymore. I'm

Page 87

1 not sure.  
 2 Q. Do you ever see requests for bids that  
 3 have both the higher domestic price as well as the  
 4 lower import price?  
 5 MR. HOUGHTON: For just fittings?  
 6 MR. MANN: For fittings.  
 7 MR. LAVERY: Object to the form.  
 8 THE WITNESS: I'm a little confused.  
 9 MR. HOUGHTON: Are you asking if  
 10 there are any alternate bids requested by an owner?  
 11 MR. MANN: Yeah. That's exactly.  
 12 BY MR. MANN:  
 13 Q. So when an owner publishes a job, and  
 14 whether it's a contractor coming to Utility  
 15 Equipment Company asking for Utility Equipment  
 16 Company to respond or Utility Equipment Company goes  
 17 and finds out about this job and does a material  
 18 take off, do you ever see the owner of the job  
 19 wanting to see both what the cost of domestic  
 20 fittings would be as well as the cost of imported  
 21 fittings?  
 22 A. No, not on a prebid basis.  
 23 Q. Would you ever see it occur after the  
 24 prebid basis?  
 25 A. Yes.

Page 88

1 Q. What type of situation would that occur?  
 2 A. When a project comes in over budget, they  
 3 will start to value engineer it. At that time they  
 4 may look at switching to a foreign fitting to try to  
 5 save money.  
 6 Q. Do you ever observe your competitors  
 7 responding to domestic specifications with imported  
 8 ductile iron pipe fittings?  
 9 A. I haven't busted them yet. I don't think  
 10 they do.  
 11 Q. During the ARRA period, did you see any  
 12 changes in the price of domestic ductile iron pipe  
 13 fittings?  
 14 A. Yes.  
 15 Q. What were those changes?  
 16 A. There were increases.  
 17 Q. Who were those increases from?  
 18 MR. LAVERY: Objection: Vague.  
 19 BY MR. MANN:  
 20 Q. Who was supplying the domestic ductile  
 21 iron pipe fittings during the ARRA?  
 22 A. Tyler.  
 23 Q. And the price increases, were those from  
 24 Tyler?  
 25 A. Yes.

Page 89

1 Q. Was there more than one?  
 2 A. As I recall, they had two that year.  
 3 Q. Was there any way to negotiate with Tyler  
 4 on the price of domestic fittings during the ARRA  
 5 period?  
 6 MR. LAVERY: Object to the form.  
 7 THE WITNESS: I'm sure -- yeah, I  
 8 would think you could probably negotiate it.  
 9 BY MR. MANN:  
 10 Q. Did you ever negotiate with Tyler on the  
 11 price of domestic ductile iron pipe fittings during  
 12 the ARRA period?  
 13 A. I don't believe we did.  
 14 Q. If an ARRA job -- let me start over.  
 15 Were domestic ductile iron pipe fittings  
 16 required on all ARRA jobs?  
 17 A. Yes.  
 18 Q. Was there any way to put an imported  
 19 fitting on an ARRA job?  
 20 A. It was possible.  
 21 Q. And -- by what means was it possible?  
 22 A. You either had to prove that a certain  
 23 fitting was not available domestically, or the lead  
 24 time on it was such that it was going to hold up the  
 25 project, and you had to have a lot of documentation

Page 90

1 to accompany that.  
 2 Q. Who would you submit this documentation  
 3 to?  
 4 A. We would supply it to the contractor, who  
 5 would have probably had to supply it either to the  
 6 consulting engineer or the end user.  
 7 Q. Were you aware of any waivers during the  
 8 ARRA period?  
 9 A. I knew it was possible.  
 10 Q. Is that what you were referring to  
 11 previously?  
 12 A. Yes, but it was very -- it was cumbersome.  
 13 Q. Did Utility Equipment Company ever supply  
 14 a job that used a waiver --  
 15 A. No.  
 16 Q. -- for domestic fittings?  
 17 A. We didn't.  
 18 Q. I want to shift gears to the mechanics of,  
 19 I guess, the bidding process.  
 20 So setting aside the municipalities and  
 21 what Mr. Lavery spoke about this morning, what is  
 22 the series of events that takes place from the time  
 23 that a project owner decides they want to fund a  
 24 project through the point that Utility Equipment  
 25 Company would actually supply the product to the

Page 91

1 project site? Can you walk me through those steps?  
 2 A. Once we would become aware of a job, we  
 3 would contact the engineer, request a set of the  
 4 plans and specs. They physically send you a set or  
 5 they refer you to one of the online services where  
 6 you can look at those plans and specs.  
 7 And then our people would take -- do  
 8 material take off of the sizes, the footages, the  
 9 number of fittings, the number of hydrants, valves,  
 10 whatever the case may be.  
 11 We make up a material list, solicit  
 12 pricing for it, and then we would publish our  
 13 quotation of that material list. Typically, we  
 14 would e-mail it or fax it to someone.  
 15 Then, you know, you would contact the  
 16 apparent low bidder on the project and see if there  
 17 was any opportunities there for us to do any  
 18 business together. If there would be, then they  
 19 start asking you for submittals on the products that  
 20 you are going to supply.  
 21 And we would enter an order in our system.  
 22 And then when we get the notice to release the  
 23 material, we would have it shipped to the job site.  
 24 Q. When you are providing the material take  
 25 off, do you specify which fittings manufacturer you

Page 92

1 are going to use?  
 2 A. No. Our descriptions are generic.  
 3 Q. What's an example of a generic description  
 4 of the fittings?  
 5 A. We would have an 8-inch MJ, mechanical  
 6 joint, 90-degree L, with accesses or without  
 7 accessories.  
 8 Q. Jumping to the point where you are doing  
 9 business with the contractor who is the low bidder,  
 10 you indicated that at that point you would provide  
 11 the contractor with some submittals?  
 12 A. Yes.  
 13 Q. What are submittals?  
 14 A. That would be documentation from whatever  
 15 manufacturer you are going to use that would list  
 16 their -- the various -- it's usually in the form of  
 17 a chart. It shows all of the dimensions, the  
 18 weights of all of the different configurations of  
 19 fittings.  
 20 Q. Do you specify which manufacturer at that  
 21 point you were going to use?  
 22 A. Yes, you would have to.  
 23 Q. Are you able to use more than one fittings  
 24 manufacturer on a project?  
 25 A. They would prefer you didn't.

Page 101

1 refer to them as a core customer. Would they not  
 2 choose you as their waterworks distributor if your  
 3 price of fittings was 5 percent higher than the  
 4 fittings on a competitor's material take off?  
 5 A. No, that wouldn't be enough to, typically,  
 6 do it.  
 7 Q. What about a customer that's only giving  
 8 you 50 percent of their business? Would a 5 percent  
 9 price increase on fittings cause them to jump ship?  
 10 MR. LAVERY: Objection: Calls for  
 11 speculation.  
 12 THE WITNESS: I wouldn't think so.  
 13 BY MR. MANN:  
 14 Q. Earlier Mr. Lavery asked you if you  
 15 observed any direct sales of suppliers in the  
 16 markets that you serve, and you stated that you did.  
 17 A. Yes.  
 18 Q. I want to focus that to just suppliers of  
 19 ductile iron type fittings. So you indicated that  
 20 you purchased from Tyler, Star, Sigma, and SIP; is  
 21 that correct?  
 22 A. Yes.  
 23 Q. Do you observe any of those four selling  
 24 direct in the markets that you serve?  
 25 A. I have not.

Page 102

1 Q. How would you respond if you did observe  
 2 one of those four selling direct?  
 3 A. We would be very unhappy about it, and we  
 4 would certainly let them know about it.  
 5 Q. Anything else?  
 6 A. It could cost them future business.  
 7 Q. So from my perspective, suppliers don't  
 8 sell direct for a reason, and it's that distributors  
 9 add value to the supply chain?  
 10 A. Yes.  
 11 Q. Is there a way to, I guess, identify what  
 12 those -- what that value is? Like what efficiencies  
 13 or what value does distribution -- waterworks  
 14 distributor bring to a supply chain?  
 15 MR. HOUGHTON: Object to the form.  
 16 Compound.  
 17 THE WITNESS: It's our ability to  
 18 aggregate a bunch of different items and get it to  
 19 them on their job in a timely fashion.  
 20 BY MR. MANN:  
 21 Q. Do waterworks distributors provide  
 22 one-stop shopping to their customers?  
 23 A. They can, yes.  
 24 Q. Do waterworks distributors assume a credit  
 25 risk in dealing with their customers?

Page 103

1 A. Daily.  
 2 Q. Earlier you stated that stocking inventory  
 3 was necessary --  
 4 A. Yes.  
 5 Q. -- to service customers?  
 6 A. It is.  
 7 Q. Do waterworks distributors bill customers?  
 8 Are you involved in collection, invoicing?  
 9 A. Yes.  
 10 Q. Is one of the efficiencies to distribution  
 11 is the sales force that waterworks distributors  
 12 provide?  
 13 A. I would hope so.  
 14 Q. Do waterworks distributors have existing  
 15 relationships with contractors that a supplier  
 16 wouldn't have?  
 17 A. Yes.  
 18 Q. Do waterworks distributors handle returns  
 19 from customers?  
 20 A. Yes. It's a necessary evil.  
 21 Q. Is there any possibility that one of your  
 22 ductile iron pipe fitting suppliers could  
 23 effectively provide all of these same efficiencies?  
 24 A. I don't think so.  
 25 Q. Why not?

Page 104

1 A. They are not physically present in so many  
 2 markets. That would be really hard for them to  
 3 effectively and economically do the things that we  
 4 do.  
 5 Q. Do you know what a supplier's rationale is  
 6 for setting up multiple distributors in a given  
 7 market? Just in general, suppliers.  
 8 MR. LAVERY: Object to the form.  
 9 MR. HOUGHTON: Do you understand the  
 10 question?  
 11 THE WITNESS: Yeah, I do. And I  
 12 don't know why they do it.  
 13 BY MR. MANN:  
 14 Q. What advantages are there to having  
 15 multiple suppliers of imported ductile iron pipe  
 16 fittings?  
 17 A. In theory, at any given time someone could  
 18 have a foundry explosion, a natural disaster, that  
 19 they could be -- you know, their facility could be  
 20 offline for a period of time. We saw some of that  
 21 with Katrina with the PVC pipe people along the  
 22 Gulf, that they were shut down for weeks and  
 23 couldn't produce anything. So stuff like that can  
 24 happen.  
 25 Q. Do any of your customers have a preference

Page 121

1 MR. MANN: And for the record, this  
 2 is a collection of documents that have the Bates No.  
 3 Q010SP0000375 through 382.  
 4 BY MR. MANN:  
 5 Q. Okay. What are these?  
 6 A. Notices of -- price increase notices.  
 7 Q. Does Utility Equipment Company receive  
 8 these types of notices?  
 9 A. Yes.  
 10 Q. In its regular course of business?  
 11 A. Yes.  
 12 Q. Do you receive them personally?  
 13 A. No. Our purchasing people would receive  
 14 them.  
 15 Q. Do you review these types of exchanges?  
 16 A. They usually make me aware of the fact  
 17 that one of these is coming down the road.  
 18 Q. And how do they inform you of that?  
 19 A. E-mail, typically. Or they will receive  
 20 this in the form of an e-mail and forward it to me.  
 21 Q. And when you receive that forwarded  
 22 e-mail, do you read these pricing letters?  
 23 A. I -- yes. I mean, you know, you get to  
 24 know what to look for, the effective dates and if  
 25 they state what the change is going to be.

Page 122

1 Q. You can set that aside.  
 2 A. Okay.  
 3 Q. I'm going to hand you what's been marked  
 4 CX 1178.  
 5 MR. MANN: For the record, this has  
 6 Bates TU-FTC-0010307. It's a letter from Tyler  
 7 Union dated January 11th, 2008.  
 8 BY MR. MANN:  
 9 Q. Can you read that letter?  
 10 A. Okay.  
 11 Q. Do you recall whether or not you received  
 12 this letter?  
 13 A. I can't say for sure that I -- no, not  
 14 this specific one.  
 15 Q. Just directing your attention to the third  
 16 paragraph that starts, "To help our distribution  
 17 customers better manage their inventory valuations  
 18 and compete on a more level playing field, it is our  
 19 intention going forward to sell all products only  
 20 off the newly published multipliers. We will  
 21 continue to monitor the competitive environment and  
 22 adjust regional multipliers as required to provide  
 23 you with competitive pricing."  
 24 I understand the first part of that first  
 25 sentence, "To help our distribution customers better

Page 123

1 manage their inventory valuations".  
 2 I'm not sure what it means -- how raising  
 3 prices helps you as a distributor compete on a more  
 4 level playing field. Do you understand what that  
 5 means?  
 6 A. No, I don't.  
 7 Q. And going to the next sentence of that  
 8 paragraph, when it says that we will continue to  
 9 monitor the competitive environment, do you know  
 10 what competitive environment they are referring to  
 11 there?  
 12 A. As I read that whole sentence, there are  
 13 definitely regional differences of pricing. Why,  
 14 I'm not sure. I know that in our markets, the  
 15 Chicago market is much higher than what it is in  
 16 Iowa. I don't know why that is, but I just know  
 17 that it is.  
 18 So when I read that, I take that as they  
 19 are going to -- there might be adjustments depending  
 20 on what they hear or what feedback they get from any  
 21 given region as far as where the pricing truly is  
 22 going.  
 23 Q. Jumping to the second to last paragraph  
 24 that says, "If the current inflationary trends  
 25 continue as forecasted, we anticipate the need to

Page 124

1 announce another multiplier increase within the next  
 2 six months."  
 3 A. Uh-huh, yes.  
 4 Q. Was that type of a, I guess, warning  
 5 typical?  
 6 A. As I --  
 7 MR. LAVERY: Object:  
 8 Mischaracterizes the document.  
 9 THE WITNESS: As I recall that time  
 10 frame, there was rapidly increasing pricing on scrap  
 11 iron. Because we would get the same type of --  
 12 maybe not same wording, but the same indication from  
 13 the people that make ductile iron pipe or hydrogen  
 14 valve manufacturers because they were all subject to  
 15 those increases in scrap rates.  
 16 BY MR. MANN:  
 17 Q. I'm going to hand you what's been marked  
 18 CX 0138.  
 19 MR. MANN: For the record, this has  
 20 the Bates No. TU-FTC-0010321. It's a letter from  
 21 Tyler Union dated May 7, 2008.  
 22 BY MR. MANN:  
 23 Q. Directing your attention to the second to  
 24 last paragraph that reads, "Before announcing any  
 25 price actions, we carefully analyze all factors

Page 125

1 including: domestic and global inflation, market and  
 2 competitive conditions within each region, as well  
 3 as performance against our own internal metrics."  
 4 Does Tyler Union telling you what factors  
 5 they analyze help you run your business?  
 6 A. No.  
 7 Q. Do you know why they would include that  
 8 language in a letter to all Tyler Union distribution  
 9 customers?  
 10 MR. LAVERY: Objection: Calls for  
 11 speculation.  
 12 THE WITNESS: I don't know, huh-uh.  
 13 BY MR. MANN:  
 14 Q. Are you familiar with the term "project  
 15 pricing"?  
 16 A. Yes.  
 17 Q. Did we discuss this this morning?  
 18 MR. HOUGHTON: No.  
 19 MR. MANN: Okay.  
 20 MR. HOUGHTON: It has got to feel to  
 21 you a lot like his meetings with TDG in Chicago in  
 22 the same room.  
 23 MR. MANN: You are exactly right.  
 24 It's Groundhog Day.  
 25

Page 126

1 BY MR. MANN:  
 2 Q. What is project pricing?  
 3 A. To me, that relates to most contractors  
 4 will use project pricing where they are -- that's  
 5 how they track and calculate how they are doing on a  
 6 given job.  
 7 Q. Is the term ever used in relation to you,  
 8 Utility Equipment Company, dealing with suppliers?  
 9 A. No.  
 10 Q. Are you familiar with the \*term "jaw  
 11 pricing"?  
 12 A. To me it's one in the same with project  
 13 pricing.  
 14 Q. Does Utility Equipment Company ever  
 15 approach suppliers and try to negotiate better  
 16 pricing if the size of the project is larger than  
 17 usual?  
 18 A. Yes.  
 19 Q. Do you refer to that process in any term?  
 20 A. No, I don't think we do.  
 21 Q. If I were to refer to that as just  
 22 negotiating better prices, would that be a proper  
 23 characterization?  
 24 A. Yes.  
 25 Q. How often are you able to negotiate better

Page 127

1 prices with your fitting suppliers?  
 2 A. It's rare. It would have to be a very  
 3 sizable project or one with a large amount of --  
 4 large diameter fittings.  
 5 Q. When you say "rare", can you quantify that  
 6 at all?  
 7 A. 1 in 50.  
 8 Q. And how many would that be in a given  
 9 year?  
 10 A. 12 to 15 projects, probably, that were,  
 11 for us, that sizable.  
 12 Q. And over the last five years, have there  
 13 ever been periods of time where you felt suppliers  
 14 were more willing to negotiate price? When I say  
 15 suppliers, I mean ductile iron pipe fitting  
 16 suppliers.  
 17 A. I would say that's true today.  
 18 Q. Ductile iron pipe fitting suppliers are  
 19 more willing to negotiate prices with you today?  
 20 A. Yes.  
 21 Q. Compared to 2011?  
 22 A. No, that's probably true in 2011. You  
 23 would have to go back further, you know, like '08,  
 24 '07.  
 25 Q. So in '07 or '08 they weren't as willing?

Page 128

1 A. No, I don't think so.  
 2 Q. Prior to that, do you recall their  
 3 willingness to negotiate prices with you?  
 4 A. No. They probably weren't that willing.  
 5 Q. When you see pricing changes occur through  
 6 the pricing letters that you have seen today, is  
 7 there ever an offsetting change in rebates?  
 8 MR. LAVERY: Objection: Vague.  
 9 BY MR. MANN:  
 10 Q. Do you understand my question?  
 11 A. No, I don't.  
 12 Q. So if the price of ductile iron pipe  
 13 fittings goes up, do you ever see the rate on the  
 14 rebate that's being offered for the next year being  
 15 lower?  
 16 MR. HOUGHTON: The price goes up, the  
 17 rebate goes down?  
 18 MR. MANN: Correct.  
 19 THE WITNESS: No.  
 20 BY MR. MANN:  
 21 Q. Do you ever see it where the price goes up  
 22 and the rebate goes up?  
 23 MR. LAVERY: Object to the form. Are  
 24 you saying "do you" or "have you"?  
 25

**Michael Coryn**  
**Investigational Hearing Excerpt**

**In the Matter of:**

**McWane/Sigma**

*January 13, 2011*

*Michael R. Coryn*

**Condensed Transcript with Word Index**



**For The Record, Inc.  
(301) 870-8025 - [www.ftrinc.net](http://www.ftrinc.net) - (800) 921-5555**

Page 142

1 direct basis. That degrades the whole market."  
 2 Q. And if they said to you, "But you nor any of  
 3 your competitors or other distributors in these markets  
 4 are willing to purchase from me," how do you respond?  
 5 A. Oh, I'd probably throw it back at them and say,  
 6 "Why do you think -- why is it that people aren't buying  
 7 from you?"  
 8 And I think most people would respond they don't  
 9 have the confidence in them to provide -- be able to  
 10 provide the product. They haven't -- they haven't  
 11 proven themselves yet.  
 12 So who . . . who do they get to jump first so  
 13 they can get an opportunity to prove themselves? You  
 14 know, I don't know.  
 15 Q. If you did observe other distributors in your  
 16 market -- so let's say HD Supply.  
 17 A. Uh-huh.  
 18 Q. You identified them as a -- probably your  
 19 biggest competitor in all the markets.  
 20 A. Yeah.  
 21 Q. If you observed HD Supply responding to projects  
 22 with -- and they're quoting Star domestic, does that  
 23 increase your willingness to purchase from Star?  
 24 A. Probably would, yeah.  
 25 Q. Why is that?

Page 143

1 A. Like I say, if they can prove to a big  
 2 organization like that that they can deliver, that's  
 3 probably the -- as good an indicator as I would find  
 4 that they're able to do what they say they're -- it's  
 5 easy to make -- it's easy to say, "Yeah, we can do all  
 6 this stuff" but -- yeah. I'm just skeptical that they  
 7 can, you know, deliver what they promise.  
 8 Q. Are you aware of McWane having any problems  
 9 filling any domestic project orders during the ARRA  
 10 period?  
 11 A. No, I'm not.  
 12 Q. Earlier we had discussed that you thought that  
 13 Star sourcing their domestic fittings from multiple  
 14 foundries wasn't a smart idea.  
 15 A. No.  
 16 Q. If Star had its own foundry, would that change  
 17 your willingness to go with them?  
 18 A. Yes.  
 19 If they were all being made in one facility,  
 20 they had the quality control assurances in place with  
 21 their people and they had the ability to test and finish  
 22 those fittings in one building, yeah. But when you've  
 23 got castings coming from seven, eight different plants,  
 24 you know -- where's the -- where is the quality  
 25 assurance? Who's doing the testing? How are they

Page 144

1 doing it?  
 2 You know -- I mean, they're not even -- maybe  
 3 they are now but initially they weren't -- they were not  
 4 willing to tell anybody what foundries they were dealing  
 5 with.  
 6 Q. If Sigma had entered producing -- let me start  
 7 over.  
 8 A. All right.  
 9 Q. If Sigma had started producing domestic  
 10 fittings --  
 11 A. Uh-huh.  
 12 Q. -- and Star went along the track that it did and  
 13 it was producing domestic fittings, do you think project  
 14 engineers moving forward would be more willing to write  
 15 domestic specifications into the orders?  
 16 A. They probably would.  
 17 Q. And why is that?  
 18 A. As a rule -- in this industry -- I don't know if  
 19 it's a rule or not, but my experience is that engineers,  
 20 cities are very reluctant to write proprietary specs for  
 21 something other than a very technical-type item, like a  
 22 fancy valve that has all these specific controls that's  
 23 going into a plant.  
 24 Or, you know, maybe like the -- the type of  
 25 metering they use and the technology involved with that.

Page 145

1 So, you know, for me to go in to somebody and  
 2 say, "I want you to spec Mueller hydrants and Mueller  
 3 hydrants only," they're going to go, "Uh-uh. Not going  
 4 to happen."  
 5 They just won't do it. And they have good  
 6 reasons why they won't do it.  
 7 You know, they want to get -- they want to get  
 8 competitive pricing on stuff, and if they have exclusive  
 9 specifications written, they know they're going to be  
 10 paying a premium for that product so they don't.  
 11 Q. So let me unpack that a little bit.  
 12 So are you saying that because the project  
 13 engineer who's writing the specs doesn't want to have to  
 14 pay a premium on products where it doesn't have to,  
 15 currently they are not willing to write a domestic-  
 16 fitting spec whereas, if there were other fitting  
 17 suppliers and the price were lower, they would be more  
 18 willing to write domestic specs?  
 19 A. Yes. A lot of cities' unwritten rule may be  
 20 that they needed -- they're requiring their people to  
 21 get three competitive bids.  
 22 Yeah, you could get pricing from three different  
 23 distributors all quoting Tyler and get a competitive  
 24 bid, but they're still looking at that as a proprietary  
 25 source, and people just don't seem willing to go there.

# **Charles Frazier Deposition Excerpt**

1 UNITED STATES OF AMERICA  
 2 BEFORE THE FEDERAL TRADE COMMISSION  
 3 OFFICE OF ADMINISTRATIVE LAW JUDGE  
 4 PUBLIC  
 5 DOCKET NUMBER 9351  
 6 IN THE MATTER OF  
 7 MCWANE, INC.,  
 8 a Corporation,  
 9 and  
 10 STAR PIPE PRODUCTS, a  
 11 Limited Partnership.  
 12 ORAL DEPOSITION OF  
 13 CHARLES WILLIAM FRAZIER, JR.  
 14 APRIL 24, 2012  
 15  
 16 ORAL DEPOSITION OF CHARLES WILLIAM FRAZIER,  
 17 JR., produced as a witness at the instance of  
 18 RESPONDENT STAR PIPE, and duly sworn, was taken in  
 19 the above-styled and numbered cause on April 24,  
 20 2012, from 11:19 a.m. to 1:26 p.m., before Melody  
 21 Campbell, CSR in and for the State of Texas,  
 22 reported by method of machine shorthand, at the Law  
 23 Offices of Pakis, Giotes, Page & Burleson, 400  
 24 Austin Avenue, Suite 400, Waco, Texas, pursuant to  
 25 Notice and the Federal Rules of Civil Procedure.

1 APPEARANCES  
 2 FOR THE COMPLAINANT McWANE, INC.:  
 Ms. Monica M. Castillo, Esq.  
 3 Federal Trade Commission  
 Bureau of Competition  
 4 601 New Jersey Avenue NW  
 Washington, DC 20001  
 5 202.326.3211  
 202.326.2071 (Fax)  
 6 mcastillo@ftc.gov  
 7  
 8  
 9 FOR THE RESPONDENT STAR PIPE:  
 Mr. Thomas W. Thagard II, Esq.  
 Maynard Cooper & Gale  
 10 1901 Sixth Avenue North  
 2400 AmSouth/Harbert Plaza  
 11 Birmingham, Alabama 35203  
 205.254.1000  
 205.254.1999  
 12 tthagard@maynardcooper.com  
 13  
 14  
 15 FOR THE WITNESS AND FRAZIER & FRAZIER:  
 Mr. David N. Deaconson, Esq.  
 16 Pakis, Giotes, Page & Burleson  
 400 Austin Avenue, Suite 400  
 17 Waco, Texas 76701  
 254.297.7300  
 254.297.7301 (Fax)  
 18 deaconson@pakislaw.com  
 19  
 20  
 21  
 22  
 23  
 24  
 25

1 I N D E X  
 2 PAGE  
 3 CHARLES W. FRAZIER, JR.  
 EXAMINATION BY MR. THAGARD..... 6  
 4 EXAMINATION BY MS. CASTILLO..... 40  
 FURTHER EXAMINATION BY MR. THAGARD..... 86  
 5  
 6 CHANGES AND SIGNATURE..... 93  
 7 REPORTER'S CERTIFICATE..... 95  
 8  
 9 E X H I B I T S  
 10 NUMBER & DESCRIPTION PAGE  
 11 Exhibit 1..... 40  
 Subpoena  
 12  
 Exhibit 2..... 40  
 13 McWane Notice  
 14 Exhibit 3..... 40  
 Subpoena  
 15  
 Exhibit 4..... 40  
 16 Exhibit A  
 17 Exhibit 5..... 78  
 04/18/10 Wacotrib Article  
 18 Bates CX1375-001 to 006  
 19  
 20 \*-\*.\*\*\*  
 21  
 22  
 23  
 24  
 25

1 CHARLES W. FRAZIER, JR.,  
 2 having been first duly sworn, testified as follows:  
 3 MR. THAGARD: No stipulations.  
 4 EXAMINATION  
 5 BY MR. THAGARD:  
 6 Q. State your name for the record, please.  
 7 A. Charles W. Frazier, Jr.  
 8 Q. And, Mr. Frazier, we just met out in the  
 9 hall. My name is Tom Thagard, and I represent McWane  
 10 in this proceeding. And we've never met before, have  
 11 we?  
 12 A. We have not.  
 13 Q. Okay. And you understand that you're under  
 14 oath today?  
 15 A. Yes.  
 16 Q. Okay. And you understand, if I ask you a  
 17 question that you don't understand, I want you to ask  
 18 me to reask it. Okay?  
 19 A. Yes.  
 20 Q. Because if I ask you a question and you  
 21 answer it, it's going to look on the piece of paper,  
 22 like you knew what my question was.  
 23 A. Yes.  
 24 Q. And if you ever want to take a break, just  
 25 let me know.

1 A. Yes.

2 Q. Do you do machining on all of the castings

3 that you produce for them?

4 A. I don't know if we do it on all of them. I

5 know I see a lot of them out there, but I don't know

6 how many -- if it's all of them or not.

7 Q. Do you have a sense of whether you do

8 machining for a majority of the parts that you make

9 for them?

10 A. I -- probably a majority. I would probably

11 think the majority, but not necessarily all of them.

12 Q. Are there any other steps in the

13 manufacturing process that we've missed here?

14 A. Well, sure. There sure are.

15 Q. Can you tell me what those are?

16 A. Well, you have to melt the metal. Do you

17 want to know how to melt the metal?

18 Q. Not just now.

19 A. Okay. Then we have to mull the sand. Do

20 want to know how to mull the sand? And you have to

21 make the cores. Then you have to grind the rough

22 edges off of the casting and you have to shop blast

23 it. I mean, you know, you have to check the

24 metallurgy in the metal with a spectrometer, check 27

25 of the basic elements, you know, from the periodic

1 table. There are a lot of steps involved to make the

2 casting.

3 Q. And we've now talked about a lot of steps

4 from melting to pattern making to machining in some

5 cases. Can you give me a sense from melting, all the

6 way until you've got a completed casting, how long

7 that process takes for a single part?

8 A. Depends on the part. But a matter of just

9 a few hours.

10 Q. So can you complete all of those steps on

11 the same day?

12 A. Sometimes. But you wouldn't machine it on

13 the same day because it would be too hot to handle.

14 Q. Okay.

15 A. It takes it several hours to cool off. It

16 depends on how heavy -- thick the casting. If it's a

17 real thin one, it will cool real fast. I could do

18 your grandmother's cast iron skillet in just a few

19 hours. Something that weighed 80 or a hundred

20 pounds, it would take it until the next day just to

21 get cool enough you could handle it.

22 Q. Can you melt and actually pour into --

23 let's see if I get the terminology right now -- into

24 the mold on the same day?

25 A. Yes. And you do the same day. You don't

1 wait.

2 Q. And of the steps that you've described to

3 me, can you explain to me which of those steps your

4 customers pay for?

5 A. They pay for all the steps.

6 Q. Let me ask it a different way. I think

7 that question wasn't very clear.

8 Do your customers pay separately for

9 machining versus pattern making or other steps that

10 you've described?

11 A. Pattern making is always separate.

12 Sometimes the P-PAP or special testing will be

13 separate. X-rays will be separate. If they want

14 test bars with each shipment, they may be extra. If

15 they wanted certain dimensional checks that we

16 wouldn't normally do within the course of a day,

17 those would be extra. If they want machining or

18 something done, it may be extra. Or they can pay for

19 it all at one time.

20 I mean, some customers want to break

21 their casting price down to the casting and surcharge

22 and testing and crating. For example, if we put it

23 in a wood crate, we charge \$25 for the crate or

24 something. Some customers want that all-inclusive in

25 the part. Some customers want their freight billed

1 separate, some of them want third-party billing.

2 Some want us to pay for the shipping and add to the

3 cost of the part.

4 Sometimes they will want the job

5 you're machining out for them listed as a separate

6 line item. Other times they will want to put it into

7 the cost of the -- actual cost of the part. I hope I

8 explained that correctly.

9 Q. And for the castings that you make for the

10 fittings customers -- so McWane and Star Pipe, do you

11 charge them a single price or do you charge them for

12 each of these frontline items separately?

13 A. I think it's a single price. But VJ would

14 know more about a particular account than I would.

15 They're all a little different.

16 Q. And I'm going to shift gears on you just a

17 little bit here. One thing that you've made really

18 clear to us throughout this morning is that you make

19 castings, you don't make fittings. And I guess my

20 question is, when you make products for the fittings

21 industry, do you ever sell those products directly to

22 end users?

23 A. No.

24 Q. And why is that?

25 A. Because we don't make fittings. We just

1 make castings. When it leaves our shop, it's not a  
 2 fitting, it's just a casting. I sell valves by the  
 3 castings to the valve industry, but I don't sell  
 4 valves. Dover Corporation, for example, Keystone  
 5 Valves, JCM, they buy truckloads of valve bodies.  
 6 But they still have to be machined and rubber gaskets  
 7 put in them and nuts and bolts and fittings. And  
 8 they're put in little boxes and it has the  
 9 instruction of which way to turn the handle to open  
 10 and which way -- so we don't make final products. We  
 11 make no final products at all. We just make raw,  
 12 rough castings. We don't make fittings.

13 Q. Have you ever considered the possibility of  
 14 making fittings --

15 A. Absolutely.

16 Q. -- as opposed to just the castings?

17 A. And valve bodies and cast iron skillets  
 18 and -- if there's something out there that -- but we  
 19 would have to open us a new company to do fittings.  
 20 But I haven't seriously considered that. But, I  
 21 mean, if you could find a way to get it financed and  
 22 there's a profit in it, we might do it.

23 Q. And why haven't you seriously considered  
 24 that?

25 A. Because we have a hard enough time just

1 A. So maybe I could get my sales force to call  
 2 on all the cities and see if they would buy fittings.  
 3 What size fittings? Do they want a complete line or  
 4 do they just want the one or two fittings that I  
 5 make?

6 Q. And are you saying you don't know the  
 7 answers to these questions?

8 A. No, I don't know. But I would assume they  
 9 would want a full-service fitting supplier that  
 10 understands fittings and the nuances to the fitting  
 11 business. I know these things -- a lot of them go in  
 12 the ground and they take bolts, nuts and bolts. I  
 13 guess they call them fasteners, that bolts them  
 14 together. I don't make nuts and bolts. I guess I  
 15 could buy them somewhere and put them in the box with  
 16 the casting.

17 Of course, then I've got to paint it.  
 18 I guess they've got to be painted, don't they? Or a  
 19 coating or something put on them. It's like the fire  
 20 hydrant castings that we sell to American Valve and  
 21 Hydrant in Beaumont. There's a lot that goes into a  
 22 fire hydrant. It's not just the casting that we're  
 23 producing. I mean, there's a top and there has to be  
 24 caps put on where the little kids can't unscrew the  
 25 caps and get in the water in cities. And we don't

1 making castings.

2 Q. And when you say you have a hard enough  
 3 time, what do you mean?

4 A. Well, I mean, I would have to develop a  
 5 marketing force for fittings. I would have to learn  
 6 how to make fittings. I would have to learn where  
 7 the fittings go. I don't even know the industry.  
 8 You say water industry. Well, that may mean sewer  
 9 water or commercial water or household water. I  
 10 don't know where all these fittings go.

11 So we would have to learn -- I would  
 12 have to learn how to make fittings and how to market  
 13 fittings. And we know how to make castings and  
 14 market castings. We don't know how to make fittings  
 15 or how to market fittings.

16 Q. Could you not use your current sales force  
 17 to market fittings?

18 A. Fittings? Lord, no.

19 Q. Why is that?

20 A. Well, who uses fittings? I don't even know  
 21 who uses fittings. Can somebody help me? Do you  
 22 know who uses fittings? Give me an example.

23 Q. Municipal.

24 A. Municipal what? Cities?

25 Q. Yes.

1 know how to do that.

2 Q. Have you --

3 A. But we do know how to sell castings. I'll  
 4 sell castings to people who might sell to water  
 5 people or to fire hydrant people.

6 Q. Have you ever conducted an analysis of  
 7 whether your company has the financial capability to  
 8 sell directly to fittings customers?

9 A. No.

10 Q. Why not?

11 A. Bigger things to do.

12 Q. Do you have any relationships with  
 13 distributors that sell fittings?

14 A. No. I have an uncle that was a plumber  
 15 once. He's dead now.

16 Q. Have you taken any steps to develop  
 17 relationships with distributors that sell fittings?

18 A. No.

19 Q. Have ever conducted an analysis of your  
 20 sales force to determine whether they could sell  
 21 fittings to customers?

22 A. No.

23 Q. Have you ever conducted an analysis of what  
 24 raw materials you would require in order to make  
 25 fittings?

1 A. No.  
 2 Q. Have you ever sourced patterns to make your  
 3 own fittings?  
 4 A. No.  
 5 Q. Do you have a sense of what percentage of  
 6 your business today is to fittings customers?  
 7 A. No, I don't.  
 8 Q. If you had a hundred percent -- if you had  
 9 demand for a hundred percent of your capacity, all  
 10 from fittings customers, would you devote your  
 11 capacity to those customers tomorrow?  
 12 A. No.  
 13 Q. Why is that?  
 14 A. We did that in '82, to the oil field, and  
 15 that's what hurt us the most, is when the oil field  
 16 collapsed in '82, because all that business went  
 17 south, as well as the imports. So we are careful not  
 18 to let too large of a percentage of our capacity to  
 19 be tied up in one industry segment.  
 20 Q. And what would you consider to be too large  
 21 of a capacity devoted to a single industry?  
 22 A. Fittings?  
 23 MR. DEACONSON: Any industry.  
 24 A. I would probably need to do more in-depth  
 25 study of exactly what is the fitting industry because

1 I don't know if I understand exactly --  
 2 MR. DEACONSON: That wasn't her  
 3 question.  
 4 THE WITNESS: What was the question?  
 5 MS. CASTILLO: Can you read that  
 6 question back?  
 7 THE REPORTER: Question: "And what  
 8 would you consider to be too large of a capacity  
 9 devoted to a single industry?"  
 10 A. 20 percent is getting dangerous.  
 11 Q. (BY MS. CASTILLO) So a fifth of your  
 12 company's capacity devoted to a single industry would  
 13 be too much, in your estimation?  
 14 A. It would be enough.  
 15 Q. And what's your rationale for that number?  
 16 A. So that we stay diversified.  
 17 Q. And would it be fair to say, then, that you  
 18 would not do more than 20 percent of your capacity in  
 19 work for fittings customers?  
 20 A. I might.  
 21 Q. You would do more than 20 percent?  
 22 A. Yes.  
 23 Q. And under what circumstances would you do  
 24 more than 20 percent?  
 25 A. Depends on the circumstance. It depends on

1 how bad we needed the work and if it were a  
 2 short-term or long-term, and the price of the work.  
 3 Q. And when you say short or long-term, what  
 4 do you mean?  
 5 A. Whether I thought the business would last a  
 6 while or whether it was a short-term situation.  
 7 Q. And in -- based upon your knowledge of the  
 8 fittings industry today, would you do more than 20  
 9 percent of your capacity in work for fittings  
 10 customers?  
 11 A. I wouldn't like to.  
 12 Q. And why is that?  
 13 A. I don't see that as a good business to be  
 14 in.  
 15 Q. Why?  
 16 A. It's too cheap, too influenced by the  
 17 imports. You know, it relies too much on the housing  
 18 industry.  
 19 Q. Earlier you mentioned that you had received  
 20 some increased guaranty based on the Recovery Act.  
 21 Is that correct?  
 22 A. Okay.  
 23 MR. DEACONSON: Increased loan  
 24 guaranty aspect. Do you remember that line of  
 25 questioning?

1 THE WITNESS: Yes.  
 2 Q. (BY MS. CASTILLO) Can you tell me when  
 3 that was?  
 4 A. I don't remember the date.  
 5 MR. DEACONSON: Anything on the loan  
 6 side of things, if you need dates, Lee Ann is  
 7 probably the best one, because she's going to know  
 8 the dates as far as what they examined.  
 9 Q. (BY MS. CASTILLO) Are you aware of what  
 10 requirements, if any, were placed on Frazier &  
 11 Frazier for how they needed to use monies from the  
 12 Recovery Act?  
 13 A. Yeah. We had a stack of papers about like  
 14 that.  
 15 Q. Can you summarize for me what those  
 16 requirements were?  
 17 A. It was to be used for new equipment. It  
 18 was to be used to pay off the existing debt. There  
 19 were certain covenants that had to be maintained,  
 20 certain salary caps, for example. That was the big  
 21 parts. The usage of the funds, I guess, were the big  
 22 ones.  
 23 Q. Were you required explicitly to invest in  
 24 your capacity to make more product for fittings  
 25 customers?

# **R. Edward Gibbs Deposition Excerpt**

<p style="text-align: right;">Page 1</p> <p>1 UNITED STATES OF AMERICA                  2 FEDERAL TRADE COMMISSION                  3 * * *                  4 In the Matter of:                  5 MCWANE, INC., DOCKET NO. 9351                  6 a corporation, (CONTAINS CONFIDENTIAL                  7 and TESTIMONY - ATTORNEYS                  8 STAR PIPE PRODUCTS, LTD., EYES ONLY)                  9 a limited partnership.                  10 * * *                  11 Deposition of ROGER E. GIBBS, Witness                  12 herein, called by McWane, Inc., for                  13 cross-examination pursuant to the Rules of Civil                  14 Procedure, taken before me, Alice F. Bush, a                  15 Notary Public in and for the State of Ohio, at the                  16 offices of Sebaly, Shillito &amp; Dyer, 1900 Kettering                  17 Tower, 40 North Main Street, Dayton, Ohio, on                  18 Tuesday, May 29, 2012, at 8:59 a.m.                  19 * * *                  20                  21                  22                  23                  24                  25</p>	<p style="text-align: right;">Page 3</p> <p>1 (Thereupon, Exhibit CX 2169-001 and 91                  2 002, P000132 and 133, email from                  3 Eddie Gibbs with Star Pipe                  4 Announcement, was previously marked                  5 for purposes of identification.)                  6 (Thereupon, Exhibit CX 2161-001, 94                  7 P000029, letter to Eddie Gibbs from                  8 Jerry Jansen, February 7, 2011, was                  9 previously marked for purposes of                  10 identification.)                  11 (Thereupon, Exhibit CX 2164-001 98                  12 through 005, P000060 through 64,                  13 email of February 16, 2011, with                  14 attachments, was previously marked                  15 for purposes of identification.)                  16 (Thereupon, Exhibit CX 2170-001 and 100                  17 002, P000187 and 188, email with                  18 Tyler/Union announcement, was                  19 previously marked for purposes of                  20 identification.)                  21 (Thereupon, Gibbs Exhibit 1, 117                  22 February 17, 2009, email chain,                  23 McWane-025621 through 623, was                  24 marked for purposes of                  25 identification.)</p>
<p style="text-align: right;">Page 2</p> <p>1 EXAMINATIONS CONDUCTED PAGE                  2 BY MR. LAVERY: 5                  3 BY MR. MANN: 39                  4 BY MR. LAVERY: 112                  5                  6 EXHIBITS MARKED                  7 (Thereupon, Exhibit CX 2162-001 and 41                  8 002, P000037 and 38, WinWater Works                  9 Companies, was previously marked for                  10 purposes of identification.)                  11 (Thereupon, Exhibit CX 2163-001 45                  12 through 004, P000039 through 42,                  13 Purchases, was previously marked for                  14 purposes of identification.)                  15 (Thereupon, Exhibit CX 2167-001 69                  16 through 002, P000121 through 122,                  17 emails chain with Tyler/Union                  18 attachment, was previously marked                  19 for purposes of identification.)                  20 (Thereupon, Exhibit CX 2166-001 72                  21 through 006, P000094 through 99,                  22 email with attachments, was                  23 previously marked for purposes of                  24 identification.)                  25</p>	<p style="text-align: right;">Page 4</p> <p>1 APPEARANCES:                  2 On behalf of McWane, Inc.:                  3 Baker Botts                  4 By: William C. Lavery                  5 Attorney at Law                  6 The Warner                  7 1299 Pennsylvania Avenue, NW                  8 Washington, D.C. 20004-2400                  9 On behalf of the Federal Trade Commission:                  10 Anticompetitive Practices Division                  11 Federal Trade Commission                  12 By: Andrew K. Mann                  13 Attorney at Law                  14 601 New Jersey Avenue, NW                  15 NJ-6205                  16 Washington, D.C. 20001                  17 On behalf of the Deponent and WinWholesale:                  18 Sebaly, Shillito &amp; Dyer                  19 By: James A. Dyer                  20 Attorney at Law                  21 1900 Kettering Tower                  22 40 North Main Street                  23 Dayton, Ohio 45423                  24 * * *                  25</p>

Page 61

1 Q. You're not aware of any projects  
 2 where that actually took place, are you?  
 3 A. No, sir.  
 4 Q. Do you know who the customers are  
 5 who purchase ductile iron pipe fittings from  
 6 your WinWater location?  
 7 MR. DYER: By name or category?  
 8 BY MR. MANN:  
 9 Q. Category.  
 10 A. Category is waterworks  
 11 subcontractors.  
 12 Q. Any other customer that would  
 13 purchase?  
 14 A. Public utilities.  
 15 Q. Do you have an idea as to the  
 16 breakdown as to what percentage of WinWater's  
 17 overall business goes to contractors versus  
 18 public utilities?  
 19 A. No, sir.  
 20 Q. Do you know whether customers  
 21 typically source waterworks products for a  
 22 single project from a single distributor?  
 23 A. Yes.  
 24 Q. Why is that?  
 25 A. A particular project you're asked

Page 62

1 to give a bid on includes everything on the  
 2 project, and many times the contractor awards  
 3 the distributor that gave him that price on the  
 4 entire project, the material, awards them the  
 5 job. In other cases, the contractor may not do  
 6 that, and it's an individual preference,  
 7 depending on the contractor. I don't believe  
 8 there is something in writing that says all of  
 9 this project has to go to one distributor.  
 10 I've never seen anything like that.  
 11 Q. Are you able to quantify how often  
 12 your WinWater locations are getting the entire  
 13 bundle of products for a particular project?  
 14 A. No.  
 15 Q. Do you observe any direct sales of  
 16 ductile iron pipe fittings in the markets that  
 17 the WinWater locations service?  
 18 A. Do I observe -- can you repeat the  
 19 question?  
 20 Q. Sure. Do you observe any of your  
 21 suppliers of ductile iron pipe fittings selling  
 22 direct to customers in the waterworks locations  
 23 that the WinWater companies are servicing?  
 24 A. Not that I'm aware of.  
 25 Q. If you did observe the suppliers

Page 63

1 of your ductile iron waterworks fittings  
 2 selling direct to customers, how would you  
 3 react?  
 4 A. In areas, locations where we have  
 5 distribution?  
 6 Q. Correct.  
 7 A. Where we have a location that is  
 8 selling waterworks?  
 9 Q. Correct?  
 10 MR. DYER: I'm going to object on the  
 11 basis it's hypothetical and calls for speculation,  
 12 but you can go ahead and answer it.  
 13 THE WITNESS: We would certainly not  
 14 be happy.  
 15 BY MR. MANN:  
 16 Q. Would you take any steps?  
 17 MR. DYER: Same objection.  
 18 THE WITNESS: We'd have to get an  
 19 understanding of what the reason was behind it, if  
 20 it's widespread, if it's a one-off situation.  
 21 That's a fairly large area of discussion, if that  
 22 happened.  
 23 BY MR. MANN:  
 24 Q. As I've become more familiar with  
 25 this industry, waterworks distribution centers,

Page 64

1 like the WinWater local companies within  
 2 WinWholesale appear to add a value to the  
 3 supply chain. Would you agree with that  
 4 statement?  
 5 A. That is correct.  
 6 Q. What are the benefits in your mind  
 7 that the WinWater locations provide to that  
 8 supply chain?  
 9 A. Inventory, local knowledge,  
 10 expertise of the product, expertise probably of  
 11 the local codes. Those would be the two  
 12 greatest. Back to having access to line and  
 13 having the right people, this is having the  
 14 right inventory to service a particular market  
 15 and people who understand how that product goes  
 16 together and how it's utilized in a particular  
 17 specification.  
 18 Q. Do the WinWater locations provide  
 19 one-stop shopping to customers?  
 20 A. They can.  
 21 Q. Do the WinWater locations assume a  
 22 credit risk?  
 23 A. Yes.  
 24 Q. Do the WinWater locations or local  
 25 companies aggregate small orders?

Page 65

1 A. Do they aggregate small orders?  
 2 Explain or clarify.  
 3 Q. It seems that when a contractor  
 4 comes in and needs a particular number of  
 5 fittings because he's got a hole in the ground  
 6 that's open and he needs particular fittings,  
 7 that would be one of the values of having  
 8 inventory, local inventory, correct?  
 9 A. Yes.  
 10 Q. When those products are then sold,  
 11 how does WinWater local companies replenish  
 12 that inventory?  
 13 A. We would purchase it from the  
 14 manufacturers who produce the product.  
 15 Q. Do you purchase those products on  
 16 a rolling basis, or is there -- at the end of a  
 17 period is there a large order that would go to  
 18 one of the fitting suppliers to restock that  
 19 inventory?  
 20 A. On a rolling basis.  
 21 Q. Do the WinWater locations have a  
 22 sale force?  
 23 A. Yes.  
 24 Q. How large are the sales forces at  
 25 the various WinWater locations? Are they of

Page 66

1 average size?  
 2 A. Strictly dependent on the size of  
 3 the WinWater location.  
 4 Q. Do the WinWater local companies  
 5 handle returns?  
 6 A. Yes.  
 7 Q. Other than Tyler/Union, Sigma,  
 8 Star, and SIP who else sells imported ductile  
 9 iron pipe fittings that you're aware of?  
 10 A. I'm not aware of who else. Those  
 11 are the four we do business with.  
 12 Q. Have you ever heard of Metal Fit?  
 13 A. Metal Fit?  
 14 Q. Metal Fit.  
 15 A. No.  
 16 Q. How about Electrosteel?  
 17 A. I recently heard of Electrosteel  
 18 about forty-five days ago.  
 19 Q. Do you know whether or not they  
 20 sell --  
 21 A. I do not.  
 22 Q. Have you heard of NAPAC?  
 23 A. I have heard of NAPAC.  
 24 Q. Do you know whether NAPAC sells  
 25 imported ductile iron pipe fittings?

Page 67

1 A. I believe they do.  
 2 Q. Are you familiar with East Jordan  
 3 Ironworks?  
 4 A. Yes.  
 5 Q. Do you know whether they sell  
 6 imported ductile iron pipe fittings?  
 7 A. I do not.  
 8 Q. What criteria do you have for  
 9 choosing a ductile iron pipe fitting supplier?  
 10 A. Well, we want them to have the  
 11 breadth of line that we need to supply our  
 12 contractor base with, both in terms of  
 13 configurations as well as sizes. The quality  
 14 needs to be there, not in question. The  
 15 ability to deliver in a timely manner. The  
 16 expertise to understand the product itself and  
 17 how it's utilized. Ability to get  
 18 specifications of the product or acceptance at  
 19 the specifier level. Those are some of the  
 20 things.  
 21 Q. Do all of your suppliers of  
 22 imported ductile iron pipe fittings provide all  
 23 of those attributes?  
 24 A. Do all of our suppliers of  
 25 imported?

Page 68

1 Q. Correct.  
 2 A. Yes.  
 3 Q. What benefits, if any, does  
 4 WinWholesale see in having multiple suppliers  
 5 of imported ductile iron pipe fittings?  
 6 A. Well, having -- if one vendor is  
 7 out of a product or has long lead times, then  
 8 the other vendor may be able to get that  
 9 product for you. Certainly -- you did ask  
 10 about imported?  
 11 Q. Correct.  
 12 A. The lead times from -- from  
 13 countries outside of the US can vary for a lot  
 14 of different reasons. So, having access to an  
 15 additional line or additional two lines may  
 16 assure you of being able to supply your  
 17 customer with what he needs.  
 18 Q. Any other benefits?  
 19 A. In my position, no.  
 20 Q. Are there any benefits as it  
 21 relates to price for the WinWater local  
 22 companies in having multiple suppliers of  
 23 imported ductile iron pipe fittings?  
 24 A. I would not say there's a benefit  
 25 in terms of price, no.

**R. Edward Gibbs**  
**Investigational Hearing Excerpt**

**In the Matter of:**

**McWane/Sigma**

*January 28, 2011*

*Roger E. Gibbs*

**Condensed Transcript with Word Index**



**For The Record, Inc.  
(301) 870-8025 - [www.ftrinc.net](http://www.ftrinc.net) - (800) 921-5555**

Page 54

1 been a violation of corporate policy, per se.  
 2 We have a procedure book, and normally, you  
 3 know, things that are policy type of things, go  
 4 in our procedure book. This was not put it  
 5 into a procedure form. So it was communicated.  
 6 And again, the way we are instructed, Monte  
 7 Salzman sits on the board of each one of the  
 8 local companies, he has a fiduciary  
 9 responsibility to all of these other guys to  
 10 protect their investment. So if you were going  
 11 to go a different direction from what corporate  
 12 and the vast majority of the group wanted, then  
 13 there was an expectation that you would contact  
 14 your area leader or your vice -- regional vice  
 15 president or Monte and present your case. So  
 16 violations of policy, I am not sure that that  
 17 is accurate. But certainly protecting the  
 18 interest of everybody else involved, it was  
 19 important that if you were going to -- if -- it  
 20 was requirement that if you go do something  
 21 else, that it is communicated back up the  
 22 chain; otherwise, don't buy from somebody else,  
 23 because it's going to cost everybody.  
 24 Q. Don't buy from Star unless you  
 25 want to raise the issue at the board level?

Page 55

1 A. That's right. If you are  
 2 comfortable raising the issue, and the way we  
 3 are set up, the board is not something you just  
 4 go to once a year and they review your numbers,  
 5 but the board is looked at as an advisory, just  
 6 like any board is, as an advisory position, and  
 7 one that helps presidents have their company be  
 8 as successful as they can be.  
 9 Q. Did anyone go down that road we  
 10 are talking about, after receiving Mr.  
 11 Salzman's memorandum, did any of the local  
 12 businesses indicate to corporate, hey,  
 13 actually, we are interested in doing business  
 14 with Star on the domestic side?  
 15 A. I couldn't speak to that, because  
 16 I am not in that chain of command.  
 17 Q. If the world were different, and  
 18 McWane had not indicated that payment of the  
 19 domestic rebate was conditioned on full support  
 20 of the McWane-branded products on the domestic  
 21 side, would you have allowed the local  
 22 businesses to purchase from both Star and  
 23 McWane?  
 24 A. Possibly. If that situation  
 25 existed where there were no rebate

Page 56

1 ramifications, I would do the same thing in  
 2 that case that I probably done with other  
 3 vendors over the years and other products, that  
 4 all of a sudden a vendor comes in and he's  
 5 going to start producing a product that there  
 6 is already a number of vendors on. I would  
 7 have probably communicated some cautionary, you  
 8 guys do what you want to, but here is some  
 9 cautionary things I am going to point out to  
 10 you that you might want to be mindful of when  
 11 you make the decision to support a particular  
 12 vendor with no history. And I don't know if  
 13 you are making ductile iron fittings or  
 14 widgets, if it's an important category, product  
 15 category to us, I probably would have given  
 16 them those reminders. If it was a small  
 17 category that really didn't move the decimal  
 18 point, then I wouldn't have said anything. And  
 19 vendors all the time add -- may add product  
 20 groups to their line and we don't even pay them  
 21 any attention. But there are vendors who  
 22 decide to move into a product like this, and if  
 23 there were no other reasons, I would have at  
 24 least communicated to guys, keep these things  
 25 in mind.

Page 57

1 Q. Would you have put Star on the  
 2 preferred vendors list for domestic fittings  
 3 for 2010?  
 4 A. It probably would have been  
 5 discussed, I would say they probably would have  
 6 had a better than 50/50 chance of being on the  
 7 preferred vendors list, if there was no other  
 8 ramifications. But that doesn't guarantee them  
 9 a dime's worth of business, because the local  
 10 companies, they still have to earn the  
 11 business. If we have three vendors, we don't  
 12 guarantee any of our vendors a third, third,  
 13 third. You can have a hundred percent of the  
 14 business if you earn it. So even though they  
 15 potentially would have been a preferred vendor,  
 16 if there were no financial repercussions they  
 17 still would have had the performance issues,  
 18 the performance opportunities of the local  
 19 companies.  
 20 Q. On the import side, what  
 21 percentage of your business is done with Star,  
 22 what percentage with SIGMA, what percentage  
 23 with Tyler?  
 24 A. It has varied over the years since  
 25 I have been there. I would say from the thirty

Page 70

1 THE WITNESS: Nine percent.  
 2 BY MR. RENNER:  
 3 Q. And it was that nine percent, sir,  
 4 that was conditioned on supporting McWane  
 5 exclusively on domestic fittings?  
 6 A. That's correct.  
 7 Q. How does that nine percent compare  
 8 to your margin on domestic fittings?  
 9 A. I don't have any idea. I don't  
 10 look at the margins that our local companies  
 11 make on product.  
 12 Q. Is the nine-percent rebate  
 13 significant from your point of view?  
 14 A. In that particular product  
 15 category?  
 16 Q. Yes, sir.  
 17 A. Sure.  
 18 Q. Could Star have had compensated  
 19 you for the loss of that rebate? Let's assume  
 20 Star comes to you and says, Mr. Gibbs, I  
 21 understand you will lose your rebate from  
 22 McWane if you purchase domestic fittings from  
 23 me, I will make you whole, I will compensate  
 24 you for the lost rebate; is that something that  
 25 would have been attractive to you or a route

Page 71

1 you would have been willing to explore?  
 2 A. Possibly some point down the road  
 3 when Star had some history that they could  
 4 reference. But to me, what you just put -- the  
 5 scenario that you just put on the table is not  
 6 a whole lot different than the scenario you put  
 7 on the table from some import guy wanting an  
 8 exclusive right to our business and is going to  
 9 pay us a bunch of money. In January of 2010,  
 10 Star had little credibility, in my mind, and  
 11 probably many others, about their capabilities  
 12 for domestic. So could they have put it on the  
 13 table? Sure. Would it have moved the decimal  
 14 point on what they are doing to be able to do  
 15 in the marketplace and when? I don't think  
 16 that would have changed a bit.  
 17 Q. Is it fair to say that Win has  
 18 dealt more or less exclusively with Tyler on  
 19 the domestic side in 2010?  
 20 A. Well, as far as I know, there is  
 21 only Tyler, SIGMA and Star, and SIGMA is  
 22 supplying Tyler product and we are not buying  
 23 from Star, did it happen that maybe a lead time  
 24 got extended on a particular size that if Tyler  
 25 was not able to get the product there, which is

Page 72

1 also in their letter, that if it is not in the  
 2 normal lead time, then you can go buy from  
 3 somebody else, is it possible that happened?  
 4 Sure.  
 5 Q. What I'm trying to understand is,  
 6 it seems as if you are more comfortable giving  
 7 all or almost all of your domestic business to  
 8 Tyler than you were giving all or almost all of  
 9 your domestic business to Star; is that right?  
 10 A. That's correct.  
 11 Q. I'm trying to understand why that  
 12 is?  
 13 A. As I have stated before, Star  
 14 could not -- Star could not speak to their  
 15 breadth of line, when they were going to have a  
 16 breadth of line, they couldn't point to jobs,  
 17 they couldn't point to reliability of their  
 18 product, they couldn't point to consistent lead  
 19 times or even consistent products that may have  
 20 been made in seven different foundries, there  
 21 was nothing Star could point to, other than  
 22 prior history on a totally different product.  
 23 So it was not necessarily we had a preference;  
 24 to me, it was we didn't have a choice. Star  
 25 had not proven themselves.

Page 73

1 Q. When you learned that Star was  
 2 entering the domestic production, did you think  
 3 that that would have an effect on wholesale  
 4 prices of domestic fittings if there were two  
 5 suppliers in the market rather than one?  
 6 A. I am not sure I thought that.  
 7 Q. Can you explain why not?  
 8 MR. DYER: Why didn't he think  
 9 something?  
 10 MR. RENNER: Right.  
 11 BY MR. RENNER:  
 12 Q. I'm trying to understand why that  
 13 is not something you thought of at the time?  
 14 A. Because at the time I thought that  
 15 it was going to take them some period of time  
 16 to establish themselves in the marketplace,  
 17 again, with the product, with the acceptance,  
 18 with the ability to be able to deliver. A lot  
 19 of times vendors lead with price, I am not sure  
 20 in this particular case, them being a start-up  
 21 type of operation leading with price would have  
 22 been the way to go. So, no, it didn't occur to  
 23 me when they brought it up that it was going to  
 24 more than lower prices for us, never hit me.  
 25 Q. During 2010, was Win Water able to

# **David Glidewell Deposition Excerpt**

Page 1

1 UNITED STATES OF AMERICA  
 2 BEFORE THE FEDERAL TRADE COMMISSION  
 3 OFFICE OF ADMINISTRATIVE LAW JUDGES  
 4 PUBLIC  
 5 DOCKET NUMBER 9351  
 6  
 7 IN THE MATTER OF  
 8 McWANE, INC.,  
 9 a corporation,  
 10 and  
 11 STAR PIPE PRODUCTS,  
 12 a limited partnership.  
 13  
 14 DEPOSITION OF:  
 15 DAVID GLIDEWELL  
 16 THURSDAY, APRIL 26, 2012  
 17  
 18 S T I P U L A T I O N  
 19 IT IS STIPULATED AND AGREED by and between  
 20 the parties through their respective counsel,  
 21 that the deposition of DAVID GLIDEWELL, may be  
 22 taken before Donna Winters, Commissioner and  
 23 Notary Public, State of Alabama at Large, at the

Page 2

1 offices of Burr & Forman, 3400 Wells Fargo Tower,  
 2 420 20th Street North, Birmingham, Alabama 35203,  
 3 on the 26th day of April, 2012 commencing at 9:10  
 4 a.m.  
 5 DEPOSITION OF: DAVID GLIDEWELL  
 6  
 7  
 8  
 9  
 10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23

Page 3

1 E X H I B I T S  
 2 EXHIBIT PG DESCRIPTION  
 3 1 Glidewell Subpoena Duces Tecum  
 4 2 Glidewell Subpoena Ad Testificandum  
 5 Deposition  
 6 3 Glidewell Respondent McWane, Inc.'s  
 7 Deposition Notice  
 8 4 Glidewell Exhibit A  
 9 5 Glidewell 30 3-1-2010 e-mail  
 10 6 Glidewell 30 Confidentiality Agreement  
 11 7 Glidewell 33 Quote Request  
 12 8 Glidewell 39 11-10-2010 e-mails  
 13 9 Glidewell 42 12-2-11 e-mail  
 14 10 Glidewell 43 6-1-2010 Star Pipe information  
 15 11 Glidewell 43 7-5-2011 Star Pipe Products  
 16 12 Glidewell 43 7-20-2010 Star Pipe Products  
 17 13 Glidewell 44 Sales by Customer Star Pipe  
 18 Products 1-1-2010 through 12-31-2010  
 19 14 Glidewell 55 Sales by Customer Star Pipe  
 20 Products 1-1-2011 through 12-31-2011  
 21 15 Glidewell 57 Sales by Customer Star Pipe  
 22 Products 1-1-2012 through 12-31-2012  
 23 16 Glidewell/CX 1451 136 7-8-09 letter with

Page 4

1 proposal from Glidewell to SIGMA  
 2 17 Glidewell/CX 1430 139 3-12-10 Estimate Sheet  
 3 Star Pipe Products  
 4 18 Glidewell/CX 1431 147 12-22-11 Glidewell  
 5 Estimate Sheet  
 6 19 Glidewell/CX 1432 154 8-26-11 Glidewell  
 7 Estimate Sheet  
 8 20 Glidewell/CX 1420 164 Sales by Customer Union  
 9 Foundry Company 1-1-2009 through 12-31-2009  
 10 21 Glidewell/CX 1421 164 Sales by Customer Union  
 11 Foundry Company 1-1-2010 through 12-31-2010  
 12 22 Glidewell/CX 1422 164 Sales by Customer Union  
 13 Foundry Company 1-1-2011 through 12-31-2011  
 14 23 Glidewell/CX 1423 164 Sales by Customer Union  
 15 Foundry Company 1-1-2012 through 12-31-2012  
 16 24 Glidewell/CX 1427 168 Sales by Customer ACIPCO  
 17 1-1-2010 through 12-31-2010  
 18 25 Glidewell/CX 1428 168 Sales by Customer ACIPCO  
 19 1-1-2011 through 12-31-2011  
 20 26 Glidewell/CX 1429 169 Sales by Customer ACIPCO  
 21 1-1-2012 through 12-31-2012  
 22 27 Glidewell/CX 1424 169 Sales by Customer US  
 23 Pipe 1-1-2010 through 12-31-2010

1 McWane? Say, for example, do you know on a  
2 quarterly basis how much you're going to be  
3 making for them?  
4 A. Probably for at least a couple months. I  
5 don't know if I'd say quarter.  
6 Q. And is that expectation communicated to you  
7 through purchase orders?  
8 A. Primarily purchase orders, yes.  
9 Q. You said "primarily purchase orders." Are  
10 there other manners in which they communicate  
11 that to you?  
12 A. Well, they might tell us that there's, you  
13 know, a new product coming or that they've got  
14 patterns coming from overseas, you know, to be  
15 expecting those. We might know about that ahead  
16 of the purchase orders.  
17 Q. And what is your expectation for your  
18 future sales to Star?  
19 A. They'll probably go up a little bit.  
20 Q. And what is the basis for that expectation?  
21 A. Again, they're occasionally adding new  
22 products.  
23 Q. How frequently are they adding products?

1 A. I don't know. They'll send me inquiries  
2 periodically, and some of them we'll get orders  
3 on. They'll have tooling that they'll ship to  
4 us. I don't know that there's any specific  
5 period. You know, we may get some this month,  
6 and we may go three months without getting  
7 anything.  
8 Q. Earlier when we were talking about McWane  
9 you said that you knew about two months ahead of  
10 time how much you would be making; is that right?  
11 A. Probably based on their purchase orders,  
12 something like that.  
13 Q. Is that the same for Star?  
14 A. Probably. I think so.  
15 Q. Do you sell any of the fittings castings  
16 that you make directly to users of fittings  
17 castings?  
18 A. No. I couldn't do that.  
19 Q. And why is that?  
20 A. I don't have a product. I mean, I'm not --  
21 I'm not making a fittings product. I'm just  
22 making castings for fittings companies. They're  
23 not even finished products when they leave our

1 facility, because they still have to have  
2 coatings put on them, machining in most cases,  
3 which we don't do any of that. Well, we don't do  
4 any of that for Star. We do subcontract some  
5 machining for McWane, and they do some of their  
6 own. All the coatings is done by the fittings  
7 manufacturer. We don't handle that. I mean,  
8 like you said, if an end user called me and said,  
9 "Hey, I want to buy some fittings," I would just  
10 have to tell them, "Well, go to Star," or "Go to  
11 McWane." You know, I don't have a product. I  
12 don't have a fittings product.  
13 Q. You mentioned that you do do some  
14 subcontracting for McWane on the machining end?  
15 A. Some of their castings, we furnish  
16 machined. I have a machine shop locally that I  
17 subcontract the machining to. And then some of  
18 them, McWane machines themselves. It's just sort  
19 of a combination.  
20 Q. Has McWane asked you to do some of that  
21 machining, the machining that you do do?  
22 A. Right.  
23 Q. Has Star ever approached you about doing

1 machining for their products?  
2 A. They asked us.  
3 Q. But I think you said you only do that for  
4 McWane?  
5 A. They thought our price was too high.  
6 Q. I'm sorry?  
7 A. Star thought our price was too high.  
8 Q. Was the price that you had extended to Star  
9 the same as the price that you currently extend  
10 to McWane for machining?  
11 A. I don't know. I don't even know if we  
12 quoted them the same products or not.  
13 Q. Have you ever considered taking steps to  
14 allow you to be able to produce a finished  
15 fitting?  
16 A. No.  
17 Q. And why is that?  
18 A. I just don't want to get involved in that.  
19 I'm in the foundry business. I'm not in the  
20 coatings business; I'm not in the machining  
21 business; I'm not in the design business. I'm in  
22 the foundry business.  
23 Q. You mentioned you're not in the design

1 business. Why did that make your list of reasons  
2 why you wouldn't --  
3 A. Well, I mean, if you're going to have a  
4 product, you've got to have a design function.  
5 Q. So you don't currently have the capacity to  
6 design fittings?  
7 A. No.  
8 Q. Have you ever done any research to find out  
9 what it would cost you to obtain the capacity to  
10 design fittings?  
11 A. No.  
12 Q. And why is that?  
13 A. I don't have any interest in it.  
14 Q. Have you ever pursued relationships with  
15 distributors of fittings to try to sell directly  
16 to them?  
17 A. No.  
18 Q. Why is that?  
19 A. I haven't felt the need to.  
20 Q. Could your sales force, as it is today,  
21 sell fittings?  
22 A. No. Again, we don't have a fittings  
23 product. We don't have a product. How are we

1 Q. -- that would require some finishing to be  
2 a fitting; is that correct?  
3 A. Right. That's correct.  
4 Q. So I'm asking, if you had finished  
5 fittings, could your sales force sell them?  
6 MR. THAGARD: And I'm going to object.  
7 It's a hypothetical question, it has no  
8 foundation, and it calls for speculation.  
9 Q. You can answer the question.  
10 A. Repeat it.  
11 MS. CASTILLO: Could you repeat it,  
12 please?  
13 (Whereupon, at this time the designated  
14 portion of the testimony was read back by the  
15 court reporter.)  
16 MR. THAGARD: I'm going to object. It's a  
17 hypothetical question, lacks foundation, calls  
18 for speculation.  
19 A. Well, again, it goes back to what I said  
20 before. We don't have a product. We don't have  
21 a fittings product, so there's no -- there's no  
22 way we could sell it. And we're not going to  
23 have one, because we're not in that business.

1 going to sell something we don't have?  
2 Q. If you did have it, would they be able to  
3 sell it?  
4 MR. THAGARD: I object, calls for  
5 speculation.  
6 A. That's just --  
7 MR. GILLESPIY: Hold on.  
8 Q. If they did, would you be able to sell it?  
9 MR. GILLESPIY: If they did what?  
10 MS. CASTILLO: I'm sorry. Could you  
11 read back the original question, then?  
12 (Whereupon, at this time the designated  
13 portion of the testimony was read back by the  
14 court reporter.)  
15 MR. GILLESPIY: We need to be clear.  
16 Are we talking about the rough fitting that is  
17 what this person/company, does, or are you asking  
18 him to assume that he's in the same business as  
19 Tyler Union and Star Pipe?  
20 MS. CASTILLO: I'm asking him --  
21 Q. I think the distinction you've made is that  
22 you make a casting --  
23 A. That's correct.

1 (Whereupon, at this time a lunch break was  
2 taken.)  
3 Q. Mr. Glidewell, earlier we had a brief  
4 conversation about sales at your company.  
5 A. Okay.  
6 Q. Can you describe to me how many people  
7 you've got working sales internal to Glidewell?  
8 A. Internal?  
9 Q. Yes.  
10 A. If you include me, three.  
11 Q. Do you also use an outside sales force?  
12 A. We have a few sales reps that we use, yes.  
13 Q. Are these independent sales  
14 representatives?  
15 A. Yes. Right.  
16 Q. Are they with companies?  
17 A. Right. They either own their own company  
18 or they're with companies, yes.  
19 Q. Can you tell me what companies they're  
20 with?  
21 A. There's one here in town called Tynes &  
22 Company, a gentleman by the name of Frank Tynes.  
23 We use a company called DR Metals. They're in

# **Michael Groeniger Deposition Excerpt**

1 UNITED STATES OF AMERICA  
2 BEFORE THE FEDERAL TRADE COMMISSION  
3 OFFICE OF ADMINISTRATIVE LAW JUDGES  
4 PUBLIC DOCKET NUMBER 9351

5  
6 IN THE MATTER OF  
7 McWANE, INC., a Corporation,  
8  
9 and  
10 STAR PIPE PRODUCTS, a Limited  
11 Partnership,  
12 \_\_\_\_\_/

13  
14  
15 DEPOSITION OF  
16 MICHAEL GROENIGER

17  
18 May 11, 2012  
19 9:15 a.m.

20  
21 6111 Bollinger Canyon Road

22 San Ramon, California

23  
24  
25 Jean M. Ferrario, CSR No. 5655

1 INDEX OF EXAMINATION

2  
3  
4 WITNESS: Michael Groeniger

5  
6  
7  
8  
9 EXAMINATION PAGE

10  
11 BY MR. TRUITT 5, 248

12 BY MR. MANN 100

13 \* \* \*

1 APPEARANCES

2  
3 FOR McWANE, INC.:  
4 MAYNARD, COOPER & GALE  
5 J. ALAN TRUITT, ESQUIRE  
6 1901 Sixth Avenue North  
7 Birmingham, Alabama 35203  
8 (205) 254-1000  
9 atruitt@maynardcooper.com

10 FOR THE FEDERAL TRADE COMMISSION:

11 UNITED STATES FEDERAL TRADE COMMISSION  
12 ANDREW K. MANN, ESQUIRE  
13 601 New Jersey Avenue NW NJ-6205  
14 Washington, D.C. 20001  
15 (202) 326-2481  
16 amann@ftc.gov

17 FOR THE DEPONENT:

18 DUANE MORRIS  
19 J. MANLY PARKS, ESQUIRE  
20 30 South 17th Street  
21 Philadelphia, Pennsylvania 19103  
22 (215) 979-1342  
23 jmparks@duanemorris.com

24 GREENAN, PEFFER, SALLANDER & LALLY  
25 JAMES S. GREENAN, ESQUIRE  
6111 Bollinger Canyon Road, Suite 500  
San Ramon, California 94583  
(925) 866-1000  
jgreenan@gpsllp.com

--o0o--

1 INDEX TO EXHIBITS

2  
3 EXHIBITS MARKED

4 Exhibit 1 Testimony of Michael Groeniger  
5 Taken December 14, 2010 66  
6 Exhibit 2 Letter dated September 22, 2009  
7 From Tyler 86

8 The following exhibits were marked in previous  
9 depositions but are attached to the transcript for  
10 the convenience of the reader:

11 Exhibit CX 1690  
12 Exhibit CX 0006  
13 Exhibit CX 0056  
14 Exhibit CX 0138

15 \* \* \*

1 Q. And then in Temecula in 2009, what was your  
2 market share?  
3 A. Probably 25 to 30 percent.  
4 Q. And was Ferguson in that market?  
5 A. Yes, sir.  
6 Q. What was their market share?  
7 A. Probably about the same.  
8 Q. And HD?  
9 A. HD was in there, close to the same.  
10 Q. Close to the same --  
11 A. Between all three of us we were the vast  
12 majority of the business but there were probably two  
13 or three independents that were at the outer fringes  
14 of their service capability, but they would enter  
15 into it also.  
16 And you had, at that time 2009, it was still HD  
17 at that time. They purchased my brother's business  
18 which was pretty heavy down there and that's why we  
19 moved down there because he was no longer.  
20 But it's hard to say exactly what percentage  
21 each of them had in comparison to the other. I know  
22 we didn't have the majority, I knew that.  
23 Q. So you said there were two to three fringe  
24 players, what percentage do you think they had in  
25 2009?

1 A. Probably less than ten percent total.  
2 Q. And then between Groeniger, Ferguson and  
3 HD, the rest of you split the remainder 90 percent  
4 so each of you had roughly about 30 percent?  
5 A. Yeah.  
6 Q. Did that change in 2010 or is that the year  
7 that you closed?  
8 A. We closed.  
9 Q. Thank you for walking me through that  
10 although it probably was extremely painful for you  
11 to do, it's helpful for us.  
12 A. I can't say how accurate it was but we'll  
13 see.  
14 MR. TRUITT: Drew, are you at a good point for a  
15 short break?  
16 MR. MANN: Yeah, let's do that.  
17 (Brief recess taken.)  
18 MR. MANN: Let's go back on the record.  
19 Q. Mr. Groeniger, before we broke, we were  
20 going over the different market shares and you made  
21 a comment that I just wanted to circle back around  
22 to.  
23 And that was when HD Supply entered the Hayward  
24 market, that they were, it was a novice branch that  
25 they had opened and it was going to take some time.

1 What did you mean by that?  
2 A. Historically, I am giving you a soliloquy  
3 here again, but historically the big companies buy  
4 smaller companies and gain market share. And they  
5 have done that successfully.  
6 But what they haven't done is to start out from  
7 scratch and build something that is not already  
8 there. Especially if they are competing against  
9 independents who have been there for awhile, it's  
10 very, very difficult.  
11 And usually the big guys don't have the staying  
12 power of wanting to lose money for a period of time  
13 while they get their act together. And so you don't  
14 see much of that, nor have they been successful at  
15 that. Hard to see any representation of success  
16 from that type of a venture in the state of  
17 California that I have seen.  
18 But when they take over and buy a company that's  
19 got market share already, all they have to do is add  
20 their money or overhead capability to it and  
21 support, then they can be successful. But starting  
22 out from scratch it's a tough road to hoe.  
23 Q. What are the challenges that, for example,  
24 HD Supply or anyone that's entering a market just  
25 starting from scratch, what are the challenges that

1 they have to overcome?  
2 A. Know the territory, know the people, know  
3 the culture. In some cases that's extremely big.  
4 Central Valley, that is the name.  
5 When you get into the big metropolitan areas  
6 it's not as big a thing, but certainly in the  
7 Central Valley which Sacramento is part of the  
8 Central Valley, that's big there.  
9 And knowing the diversity of the specifications,  
10 what type of material you have to handle, what  
11 brands you have to handle. Sometimes those brands  
12 are available, sometimes they are not.  
13 Q. What do you mean by sometimes a brand is  
14 not available?  
15 A. Well, sometimes they have relationships  
16 with other people.  
17 Q. So when you say that they have  
18 relationships with other people, you are suggesting  
19 that a particular manufacturer of a product would  
20 have a relationship with someone that would prevent  
21 a new distributor from being able to gain access to  
22 that manufacturer?  
23 MR. TRUITT: Object to the form.  
24 THE WITNESS: Yes.  
25 MR. MANN: Let me see if I can cure that

1 ductal iron pipe company out of Birmingham, Alabama.  
 2 Great company, make a great product but they  
 3 have always been a direct sales company, they don't  
 4 know how to handle the distributors well and they  
 5 don't think the distributor has the experience nor  
 6 the intelligence to quote certain types of work.  
 7 They are wrong but that's their philosophy. But  
 8 they are the king so they run it that way and they  
 9 supply the fittings and the pipe.  
 10 We compete against them on the fittings and in  
 11 most cases unless it's a big job where they package  
 12 everything and hide everything so they can't ever  
 13 find what a unit price is until after they start  
 14 supplying it, it's difficult to pull it away. Pipe  
 15 is a big entity.  
 16 Q. Do you observe Star selling direct in your  
 17 markets?  
 18 A. No.  
 19 Q. Do you observe SIGMA ever selling direct  
 20 for ductal iron pipe fittings?  
 21 A. No.  
 22 Q. Do you observe Tyler Union or McWane  
 23 selling direct in the ductal iron pipe fittings?  
 24 A. Not that I have seen lately at all. Or  
 25 that I can recall.

1 Q. What benefits do suppliers gain by selling  
 2 to distributors versus selling direct? Or in other  
 3 words, what efficiencies do distributors bring to  
 4 the supply chain?  
 5 A. Service, certainly service, knowledge of  
 6 the local specifications, local inventory to pull  
 7 the ones and twosies from, credit applications, all  
 8 the above I guess.  
 9 Q. Do distributors provide one stop shopping  
 10 to customers?  
 11 A. Some do, yes.  
 12 Q. Do distributors handle the billing and  
 13 collections from their customers?  
 14 A. Yes, that's the credit scenario. Some  
 15 people will allow a looser credit format with their  
 16 customer than a manufacturer would.  
 17 And that's probably one of the main underlying  
 18 reasons why manufacturers would rather go through  
 19 distribution because they can guarantee their money  
 20 quicker than if they were selling to the contractor  
 21 directly.  
 22 Q. In terms of a sales force, do distributors  
 23 provide a larger sales force than manufacturers?  
 24 A. Normally speaking, sure, yes.  
 25 Q. Do distributors handle returns of products?

1 A. Yes.  
 2 Q. Do distributors aggregate small orders?  
 3 A. Yes.  
 4 Q. Any possibility that McWane, Star, SIGMA  
 5 could effectively start selling direct in the  
 6 markets that Groeniger & Company competed in in  
 7 2011?  
 8 MR. TRUITT: Objection, foundation, speculation.  
 9 MR. PARKS: You can answer.  
 10 THE WITNESS: They could. If there was, if they  
 11 all were together and didn't allow any deviation and  
 12 the only way you could buy fittings was buying it  
 13 direct, they could probably get away with that until  
 14 somebody came to town and said we are going to allow  
 15 this to go through distribution, then they would be  
 16 out of business.  
 17 MR. MANN: Q. Any chance anybody on their own  
 18 could do it if they didn't have the two to go along  
 19 with them?  
 20 MR. TRUITT: Same objections.  
 21 THE WITNESS: No.  
 22 MR. MANN: Q. Why not?  
 23 A. Because the distributors would rise up  
 24 against it.  
 25 Q. What do you mean by that?

1 A. They are taking food out of their mouths,  
 2 you are trying to break up their package. The  
 3 fittings as a whole are not going to govern the job.  
 4 Now, if they put fittings and pipe together,  
 5 aha, there is much more of a stick. But even that,  
 6 the pipe companies don't do fittings well.  
 7 If there is an extra fitting they don't know how  
 8 to handle that. If they return the fittings, they  
 9 don't handle that well at all, they don't permit it.  
 10 And if there is any changes on the job which is  
 11 more apt to happen than not, as the job is  
 12 progressing, they run into something different and  
 13 they make an executive decision we are going to go  
 14 around the corner rather than go straight up or  
 15 whatever, then there is a need for a small amount of  
 16 new types of fittings to handle the change in  
 17 specification, they don't handle take well either.  
 18 Distributors, that is just part of the game, we  
 19 react quickly, adjust, bring the other stuff we took  
 20 out there back and give them the new stuff. So we  
 21 do that constantly.  
 22 And that's kind of why we have a lot of D items  
 23 that we would normally not want to stock, but  
 24 because of returns that have come back and special  
 25 fittings that they didn't need that we took back as

1 do these pricing letters help Groeniger & Company  
 2 make business decisions?  
 3 So if the prices are going to go up, how does  
 4 them telling you that they are going up affect your  
 5 business?  
 6 MR. TRUITT: Objection, foundation.  
 7 THE WITNESS: Well, normally we know about these  
 8 price increases before we get that letter.  
 9 MR. MANN: Q. How does knowing that information  
 10 help you make decisions?  
 11 A. Traditionally price on fittings went up  
 12 about five percent a year on cast iron or ductal  
 13 iron, pretty much doesn't change, even the world  
 14 market, sometimes the raw material gets a little  
 15 higher, but it's not like copper, it's not like  
 16 aluminum which goes up and down like mad, cast iron  
 17 is kind of a gentle rise and they are about five  
 18 percent a year it went up.  
 19 You could almost book that until toward the end  
 20 when everything was skyrocketing and everything was  
 21 going up at rather a higher rate.  
 22 And it was just keeping track of it so that you  
 23 had enough time to bring inventory in to support  
 24 outstanding orders that would more than encompass  
 25 your inventory.

1 Then we would do that, we would place large  
 2 orders before the price increase so that we had  
 3 product coming in in the next weeks or month at the  
 4 original level so that we could protect our  
 5 customers.  
 6 Because we can't give letters like this to our  
 7 customers, they would say I don't care, go up to  
 8 what you want to but I have got a price from you  
 9 here, and if you don't get me that price I will find  
 10 somebody who else and they can in a heartbeat.  
 11 So these letters stopped with us. If we have a  
 12 district that has a year contract, we send them a  
 13 letter like this and they say too bad.  
 14 Or if they have an escalator where it allows you  
 15 to raise your prices, you can send them a letter  
 16 like this saying these prices are going up five  
 17 percent, we are going to go up five percent  
 18 accordingly and you might get away with it. But  
 19 most of these districts don't have escalators on  
 20 their pricing.  
 21 Q. I am going to hand you now what's been  
 22 marked CX 0138. And this is a, at the bottom it's  
 23 Bates stamped TU-FTC-0010321.  
 24 This is a letter that Tyler Union sent on May  
 25 7th, 2008 to all Tyler Union distribution customers

1 Would that include you?  
 2 A. Yes. In that date, yes.  
 3 Q. Could you just review this letter real  
 4 quickly, just to yourself?  
 5 A. (Witness complies) Okay.  
 6 Q. Focusing on the second to last paragraph  
 7 where it says, "Before announcing any price actions  
 8 we carefully analyze all factors including:  
 9 Domestic and global inflation, market and  
 10 competitive conditions within each region as well as  
 11 performance against our own internal metrics. We  
 12 anticipate being able to complete our analysis by  
 13 the end of May. At that point we will send out  
 14 letters to each specifying region detailing changes,  
 15 if any, to our current pricing policy."  
 16 Does Tyler Union identify what factors they are  
 17 analyzing help you in your business?  
 18 MR. TRUITT: Objection, foundation.  
 19 THE WITNESS: No, not that I can see. They are  
 20 talking about the world scrap market that has a  
 21 tendency to go up and down.  
 22 But scrap iron is probably one of the most  
 23 static, to an extent, static costs, it doesn't  
 24 fluctuate a lot.  
 25 It did maybe in certain times but it falls back

1 real quick to a standard average. You may have a  
 2 spike because of China needing product, scrap iron  
 3 because their economy was starting to boom, but  
 4 certainly that leveled off quickly.  
 5 As soon as the Olympics ended that ended. So it  
 6 came back down to a more manageable level.  
 7 Those things, world economics have a tendency to  
 8 be looked at certainly, a manufacturer has to look  
 9 at that, I understand. This letter wouldn't have  
 10 done very much for me, there is nothing definite  
 11 that is going to impact me.  
 12 Q. So why would Tyler send you this letter  
 13 then, what do you think?  
 14 MR. TRUITT: Objection, speculation.  
 15 THE WITNESS: A warning that times are tough and  
 16 we are going to have to do wild and crazy things in  
 17 the future, and all those wild and crazy things come  
 18 down to what actually happens and what actual relief  
 19 we as a distributor have to get product before they  
 20 go up, so that we are held whole.  
 21 And if they give us the time to react to it we  
 22 can react to our customers and say the price has  
 23 gone up, guys, so give me your orders in right now.  
 24 Sometimes it helps us get orders off the street,  
 25 we have had price increases and after this date we

1 have to raise our prices, and they say okay, we'll  
 2 give you the order now, so we put that in with our  
 3 blanket of orders to get price protection and  
 4 service our customer.  
 5 MR. MANN: Q. So what you have just described  
 6 sounds like that's a benefit to getting a price  
 7 increase letter, but that's not what this is. This  
 8 is an announcement --  
 9 A. An announcement of some sort.  
 10 Q. -- that they might be raising prices in the  
 11 future; is that right?  
 12 MR. TRUITT: Objection to the form of the  
 13 question.  
 14 THE WITNESS: They might be raising prices, as  
 15 much as 16 percent or as low as 6 percent.  
 16 MR. MANN: Q. But as far as the factors that  
 17 they are analyzing, that doesn't help you run your  
 18 business?  
 19 A. No. I cannot use this letter for any  
 20 district or any contractor to get relief because  
 21 they don't know what it is, what it means and they  
 22 don't know the date that they are going to  
 23 effectively change prices to where, and are they  
 24 going to allows us to buy fittings until that date  
 25 at a specific date or after that date, are they

1 going to give us a grace period?  
 2 This letter could mean to me they are going to  
 3 give us a grace period, but we don't know how much  
 4 it's going up, so it's difficult.  
 5 This I would say don't worry about it until you  
 6 see the letter come out saying we are going up two  
 7 percent, nine percent and so forth.  
 8 Q. I am going to hand you now what's been  
 9 marked CX 1178. And this has a Bates label of?  
 10 TU-FTC-0010307. And this is a letter dated January  
 11 11th, 2008. To "Dear Valued Customer."  
 12 A. Okay.  
 13 Q. Going down to the third paragraph that  
 14 starts, "To help our distribution customers better  
 15 manage their inventory valuations and compete on a  
 16 more level playing field, it is our intention going  
 17 forward to sell all products only off the newly  
 18 published multipliers."  
 19 And it says, "We will continue to monitor the  
 20 competitive environment and adjust regional  
 21 multipliers as required to provide you with  
 22 competitive pricing."  
 23 A. Okay.  
 24 Q. I understand the first part that says, "to  
 25 help our distribution customers better manage their

1 inventory evaluations."  
 2 The next part I don't understand where it says,  
 3 "and to compete on a more level playing field."  
 4 A. I don't understand that either.  
 5 MR. TRUITT: Objection, foundation.  
 6 THE WITNESS: I don't understand that either.  
 7 What playing field are they trying to -- I don't  
 8 understand what the playing field is there.  
 9 MR. MANN: Q. Do you know how raising the price  
 10 would enable you to compete on a more level playing  
 11 field if the playing field they are referring to is  
 12 you as a distributor, and the field you are playing  
 13 on?  
 14 MR. TRUITT: Objection, form.  
 15 THE WITNESS: To me that doesn't make sense. If  
 16 they are cutting the price I can understand it, but  
 17 if they are raising the price that means they were  
 18 low to begin with and that would be something that  
 19 would not be interesting to us, that we had an  
 20 advantage and evidently didn't use it because now  
 21 they are bringing a price up to a level -- that  
 22 doesn't make sense to me, that might make sense to  
 23 somebody but it does not make sense the me.  
 24 MR. MANN: Q. And the next phrase says: "It is  
 25 our intention going forward to sell all products

1 only off the newly published multipliers."  
 2 Does that suggest that prior to issuing this  
 3 that they weren't selling products off of the  
 4 published multipliers?  
 5 MR. TRUITT: Objection, foundation.  
 6 THE WITNESS: It could mean that.  
 7 MR. MANN: Q. What else could it mean?  
 8 A. Well, it means they are standardizing and  
 9 they would be getting away from discounting off of  
 10 list price and discounts that were were pennies  
 11 here, two percent here, two percent there.  
 12 This week it might be one percentage, this  
 13 region it might be, you are up to line 50 or  
 14 whatever the lines are, it would indicate to me that  
 15 they are trying to standardize their pricing policy  
 16 so that it wouldn't be all over the board.  
 17 Q. Standardize it against, what is the  
 18 standard?  
 19 A. Whatever they feel is the standard,  
 20 whatever Tyler feels is the standard is the  
 21 standard.  
 22 And they are trying to get there so that they  
 23 are consistent with what they do.  
 24 All municipal bids are honored, that's good,  
 25 takes me off the hook. All prior to a certain date

**Michael Groeniger**  
**Investigational Hearing Excerpt**

**In the Matter of:**

**McWane/Sigma**

*December 14, 2010*

*Michael Groeniger*

**Condensed Transcript with Word Index**



**For The Record, Inc.  
(301) 870-8025 - [www.ftrinc.net](http://www.ftrinc.net) - (800) 921-5555**

Page 110

1 branch. All the rest of our branches don't need  
 2 them.  
 3 Q. Okay.  
 4 A. All those are foreign specifications and they  
 5 don't need -- they don't do Public Works stuff in  
 6 the ARRA area.  
 7 So, we are the only ones that's doing it.  
 8 So we are the only ones that need it but we made a  
 9 decision from this meeting that we wouldn't have to  
 10 stick with Tyler, so not that we would still buy  
 11 from SIGMA on the foreign side, we wouldn't buy  
 12 Tyler's foreign but we would buy SIGMA's foreign and  
 13 Star's foreign and then with a couple of projects  
 14 that we'd tested to find out if Star could produce  
 15 the domestic fittings and we did it in two sizeable  
 16 projects and they did their job.  
 17 They supplied it. These were not easy  
 18 jobs. These were difficult jobs, but they supplied  
 19 it and, of course, Tyler found out about it and put  
 20 us through the coals for it and while all this was  
 21 going on but that is the way it is.  
 22 Q. The two projects that you gave Star to perform,  
 23 did they perform it to your satisfaction?  
 24 A. Yeah.  
 25 Q. Going back to the and sorry. When you said

Page 111

1 they weren't easy projects, how do you mean that?  
 2 A. They's big diameter, usual fittings, flange  
 3 fittings, 36 by 30 reducing fitting and these are  
 4 very hard to get.  
 5 I didn't even know if Tyler even made them  
 6 at that point yet but they made them scratch for us  
 7 domestically and supplied them on a reasonable time  
 8 frame that we could live with and did a -- they let  
 9 us know what they -- when they could have them there  
 10 and what -- we got them first, second, third.  
 11 So, we piecemealed them in to the  
 12 contractor but we stayed ahead of his demands and  
 13 serviced the project and I have to say serviced it  
 14 well.  
 15 Q. Did you even check to see whether McWane even  
 16 had the fittings in stock or could make them for you  
 17 before giving the order to Star?  
 18 A. Kind of, yeah.  
 19 I think we did, and I think they probably  
 20 cover done it, too, in that time frame even if they  
 21 had to make them special.  
 22 Q. Why did you want to give the project to Star?  
 23 A. Because I think they were more competitive.  
 24 They were more aggressive after the job.  
 25 They were wanting us to give them a chance and it

Page 112

1 was my call and that was -- when I tell you -- the  
 2 job was out of Sacramento, and so I -- I stayed but,  
 3 hey, give these guys a chance because the best thing  
 4 would be for us was to have another domestic like  
 5 that.  
 6 Q. Why would that be good for you?  
 7 A. Because it gives us an option and I know -- I  
 8 know what Tyler does and how they operate and they  
 9 want everything and if they can't get everything,  
 10 then they're going to keep pounding until they try  
 11 to get everything or doing specification work around  
 12 you and that type of thing. So, we needed somebody  
 13 that would give us an alternative.  
 14 Q. What would have an alternative means as a  
 15 practical matter?  
 16 A. Just say competitive pricing.  
 17 Q. So, possibly lower pricing?  
 18 A. And better availability and better service and  
 19 Tyler has the worse service of any of them.  
 20 So, you have to deal with that. That means  
 21 you have to inventory more because you can't rely on  
 22 them getting material to you in time. All those  
 23 things change.  
 24 Q. Let's go back if we could to the discussions  
 25 you had with Rick Tatman about Tyler's stance on

Page 113

1 distributors, purchasing domestic fittings from  
 2 Star.  
 3 Do you recall what Mr. Tatman said in those  
 4 conversations?  
 5 A. No.  
 6 Q. Can you say in general terms the message that  
 7 was conveyed to you?  
 8 A. In general, because they weren't happy with us,  
 9 tried to explain the reasons for it and that we were  
 10 complying with the letter of what they allowed us to  
 11 do.  
 12 We're staying within the percentages, so  
 13 you can see how much we bought. Do you want us to  
 14 show you -- open our books and show you how much we  
 15 bought from the other guy, I have no problem.  
 16 I am not -- wasn't keeping anything secret.  
 17 So, we were following within the format of their  
 18 letter and, in fact, we did -- yeah, we gave them  
 19 some business and they did the job and what was on  
 20 there, the guy was over there looking at us. So  
 21 they knew.  
 22 You can't lie to them because they have  
 23 access to knowing what's going on. So, you are  
 24 limited on what you can say and you have got to be  
 25 accurate and I am but the guy -- I told them it was

Page 114

1 my call and it was nobody else. Yeah, they can do  
 2 it but accept me. I made the decision to go with  
 3 another Company.  
 4 Q. Did Mr. Tatman indicate that there might be any  
 5 penalties or repercussions coming from Tyler?  
 6 A. He didn't say specifically.  
 7 Q. Did he say anything in general?  
 8 A. No, just that they were not as happy doing it.  
 9 Q. And the conversation with Jerry Jansen, can you  
 10 describe that?  
 11 A. Well, Jerry is a good guy.  
 12 I have known Jerry for a number of fifteen,  
 13 twenty years and I always had a good relationship  
 14 with him when he was with them and they related but  
 15 this here. They took a, you know, stand-back  
 16 attitude.  
 17 We are not close buddies anymore now. We  
 18 are more -- it is just a business relationship,  
 19 nothing more than that.  
 20 I thought we had with Jerry Jansen, we had  
 21 a close relation. We could talk to him about things  
 22 and ideas and formats and the good and the bad but  
 23 that became an arms length scenario from that point.  
 24 Q. Has this episode hurt your relationship with  
 25 Tyler?

Page 115

1 A. Yeah, I think it has. I think it has.  
 2 Q. Is that going to make you less willing to  
 3 purchase foreign fittings in the future?  
 4 A. Well, they'd have to market their materials to  
 5 us in a way that we needed to be marketed.  
 6 We need to have -- we sit with our people  
 7 and let's say every time we go to a meeting with  
 8 these people or with WASDA or with the distribution  
 9 group.  
 10 We have a sheet from all of our managers  
 11 saying the good, the bad and the ugly and rate them  
 12 one through five and then we give -- we give a prize  
 13 to the highest rating supplier that we have, the  
 14 services, has competitive prices, whose services at  
 15 the best field levels and everything else.  
 16 So, we give them a manufacturer of the year  
 17 award and Tyler is so far away from that, you know?  
 18 SIGMA has got it several years. Star has never got  
 19 it.  
 20 On the fitting side, if the fitting guy  
 21 gets it, it has been SIGMA and they had by far the  
 22 best service and even the support in a service year  
 23 and addressed problems that may arise and things  
 24 like that and Tyler is just the opposite. They  
 25 said, "we'll get it to you when we get it to you."

Page 116

1 It'll be here next week, probably, you know? And we  
 2 wouldn't know until we get it.  
 3 We can't live with that and so, hopefully,  
 4 they'll go back to it, to do it.  
 5 Q. In the conversation that you had with Mr.  
 6 Tatman and Mr. McCollough about this issue, did  
 7 either of them explain what McWane's rationale was  
 8 for the stance they were taking with respect to  
 9 purchases from Star?  
 10 A. No, or they may have mentioned it only because  
 11 of the fact that they are domestic and trying to  
 12 protect their investment and the market is shrinking  
 13 because of the import influence and that fact they  
 14 have to keep people working.  
 15 This scenario that you would get, normal  
 16 scenario that you would get from a domestic  
 17 manufacture is that you have to keep our the  
 18 investments alive.  
 19 So, we are going to -- you know, we are  
 20 going to make it. We are going to sell our product  
 21 one way or the other.  
 22 Q. Beyond these two projects that you have given  
 23 to Star, have you purchased any domestic fittings  
 24 from Star?  
 25 A. Not that I know of, no.

Page 117

1 Q. Why not?  
 2 A. Well, it's because of the potential retribution  
 3 I guess.  
 4 They have done a nice job. We still buy  
 5 fittings from them and but we're buying probably not  
 6 domestic or if it is really going directly to a job  
 7 site or something that no one is going to see it,  
 8 then we will do it but there was one branch who buys  
 9 all their fittings from SIGMA, one of the branches I  
 10 think it is Roseville buys all Star because they  
 11 like the guy and he services them well.  
 12 They even SIGMA does in that particular  
 13 branch. So, I don't say you can't do that. They  
 14 services through the branch.  
 15 As long as they are part of the team, they  
 16 know they can get rebates and so forth from them,  
 17 they can do their own thing.  
 18 Q. Is the Roseville branch purchasing domestic  
 19 fittings from Star?  
 20 A. No, or they are purchasing all their things.  
 21 If they needed domestic fittings, I think  
 22 there is one or so districts that require domestic  
 23 fittings in Sacramento.  
 24 I don't know if it is the City of  
 25 Sacramento or one of the district that require

Page 118

1 domestic and they also supply them for that.  
 2 Q. Sir, you testified just now I asked you why you  
 3 haven't purchased any more domestic fittings from  
 4 Star and you responded, well, because of the  
 5 potential retribution.  
 6 Do you recall that?  
 7 A. Yes.  
 8 Q. Did you mean because of the potential  
 9 retribution from Tyler?  
 10 A. Yes.  
 11 Q. And in terms of what that -- what form that  
 12 retribution could take, what's your concern?  
 13 A. Well, it is protecting our Hayward branch and  
 14 our Sacramento branch from being shut out from  
 15 domestic manufactured products because I don't think  
 16 that -- I think once the ARRA scenario is ended  
 17 which is close, that there is going to be -- it is  
 18 going to fall off considerably as far as domestic  
 19 requirements and if it hadn't been for that, I could  
 20 have gone without Tyler, off completely, and I don't  
 21 want to.  
 22 I would like to keep Tyler as a supplier of  
 23 ours but, you know, kind of more on my level, on my  
 24 way of doing things, not on theirs being forced to  
 25 buy from them and right now, I'm forced to buy from

Page 119

1 them.  
 2 Q. What's your understanding of the possible  
 3 consequences of purchasing domestic fittings from  
 4 Star in terms of what Tyler might do?  
 5 A. Being shut out.  
 6 Q. Do you think they might cut you off entirely?  
 7 A. Well, you see, Star still has to get their  
 8 fittings approved.  
 9 In a U.S. domestic manufacturer, they have  
 10 to go over to the district and say not only are we  
 11 making an exact fitting but we are domestic, too.  
 12 So, theoretically, we are in and they say, "oh, no,  
 13 no. We're going to buy Tyler only" and there's  
 14 political aspects at work to hold that to one  
 15 manufacturer and we have two places that are  
 16 requiring that.  
 17 The San Jose Water is one of them that  
 18 won't. We have tried to send the manufacturers in  
 19 there to get their parts approved and, by their  
 20 private water district. So, they can function  
 21 differently than a public party and so they say no.  
 22 This is what we want to do.  
 23 Right now, they are doing a lot of work.  
 24 They are probably doing as much work as any entity  
 25 in the Bay Area.

Page 120

1 So, they're big for us because we do half  
 2 that work.  
 3 Q. Do you have any customers purchasing domestic  
 4 fittings right now that you believe will accept the  
 5 Star fitting?  
 6 A. Yes, and I think we are supplying some of those  
 7 when it does happen and ARRA jobs, if one comes up  
 8 that there is a hundred thousand dollars fitting on  
 9 it, then we would certainly ask Star for a price on  
 10 the project and that we don't have that.  
 11 Q. And just so I understand your testimony, sir,  
 12 to date, Groeniger has given Star only two domestic  
 13 jobs. Is that correct?  
 14 A. They're large domestic jobs, two or \$300,000 a  
 15 piece, and those are big fitting projects and  
 16 they're also what would be big.  
 17 Q. In terms of the possible consequences of  
 18 purchasing domestic fittings from Star, do you think  
 19 that McWane might stop selling you domestic fittings  
 20 at all? Or for a limited period of time?  
 21 A. Well, it is hard. I would think they wouldn't  
 22 do that because Leon McCollough, the name you  
 23 mentioned, is also head of the valve division and we  
 24 are -- comes fourth -- the third largest supplier of  
 25 valves in the United States.

Page 121

1 The box Company is one and two and we were  
 2 right around there with the third or fourth and so  
 3 we are buying, you know, ten, \$15,000,000 of valves  
 4 from them a year.  
 5 I have a great relationship with them.  
 6 They support us. We support them and Leon was  
 7 always a good friend and now you's promoted to head  
 8 of the whole thing.  
 9 He is a tough guy. He is -- takes no  
 10 business kind of a guy but he knows who we are. He  
 11 know how we are made up and what kind of people we  
 12 are and he supports us a hundred percent.  
 13 When we were having problems with them, I  
 14 went to Leon, called him and said, hey, talk to  
 15 these guys. Here is what happened here and I think  
 16 he went to bat for us but I would never even know,  
 17 no one said that Leon called and we're going to  
 18 change things but I don't where he is in the  
 19 hierarchy.  
 20 I think he is the next guy in line from the  
 21 big guy. So, he is well situated within McWane and  
 22 so I presume that they would not do that because of  
 23 him.  
 24 Q. Do you think that McWane might stop shipments  
 25 of domestic fitting for a limited period of time if

# **Eddie Hall**

# **Deposition Excerpt**

Page 1

1 UNITED STATES OF AMERICA  
 2 BEFORE THE FEDERAL TRADE COMMISSION  
 3 OFFICE OF ADMINISTRATIVE LAW JUDGES  
 4 PUBLIC DOCKET NUMBER 9351

5 IN THE MATTER OF )  
 6 )  
 7 McWANE, INC., )  
 8 a corporation, and )  
 9 STAR PIPE PRODUCTS, LTD., )  
 10 a limited partnership )

11 DEPOSITION OF:  
 12 EDDIE N. HALL, JR.,  
 13 AS CORPORATE REPRESENTATIVE OF MABRY CASTINGS, LTD.  
 14 TUESDAY, MAY 8, 2012

15 STIPULATION  
 16 IT IS STIPULATED AND AGREED by and between the  
 17 parties through their respective counsel that the  
 18 deposition of EDDIE N. HALL, JR., AS CORPORATE  
 19 REPRESENTATIVE OF MABRY CASTINGS, LTD., may be taken  
 20 before Diana Ramos, a Certified Shorthand Reporter and  
 21 Notary Public of the State of Texas, at the offices of  
 22 Mabry Castings, Ltd., 6531 Industrial Road, Beaumont,  
 23 Texas 77705, on the 8th day of May, 2012, commencing at  
 24 11:00 a.m.  
 25

Page 2

1 EXHIBITS  
 2 EXHIBIT PG DESCRIPTION  
 3 Mabry 1 12 2-22-12 Subpoena Ad Testificandum  
 4 Deposition  
 5 Mabry 2 12 2-22-12 Subpoena Duces Tecum  
 6 Mabry 3 12 Respondent McWane, Inc.'s Deposition  
 7 Notice  
 8 Mabry 4 12 Exhibit A  
 9 Mabry 5 33 10-16-09 Quotation  
 10 Mabry 6 35 10-16-09 Quotation  
 11 Mabry 7 36 11-2-09 E-mail to Brian from Sachin  
 12 Jakhotia; Other E-mails  
 13 Mabry 8 37 11-2-09 Confidentiality Agreement  
 14 Mabry 9 38 11-20-09 Quotation  
 15 Mabry 10 40 11-24-09 Purchase Order  
 16 Mabry 11 43 12-9-09 Quotation  
 17 Mabry 12 45 12-10-09 Purchase Order  
 18 Mabry 13 47 12-30-09 Purchase Order  
 19 Mabry 14 47 12-30-09 E-mail to  
 20 bshoaf@mabrycastings.com from Sachin  
 21 Jakhotia  
 22 Mabry 15 49 1-5-10 Purchase Order  
 23 Mabry 16 49 1-21-10 Purchase Order  
 24 Mabry 17 50 1-21-10 Purchase Order  
 25 Mabry 18 51 2-24-10 Purchase Order  
 Mabry 19 53 3-10-10 Purchase Order

Page 3

1 EXHIBITS (CONTINUED)  
 2 EXHIBIT PG DESCRIPTION  
 3 Mabry 20 56 11-10-10 E-mail to Eddie Hall from  
 4 Srinivas Saripalli  
 5 Mabry 21 57 11-15-10 E-mail to Eddie Hall from  
 6 Srinivas Saripalli; Other E-mails  
 7 Mabry 22 60 12-14-10 E-mail to Brian from Srinivas  
 8 Saripalli  
 9 Mabry 23 61 12-14-10 E-mail to Eddie Hall from  
 10 Srinivas Saripalli; Other E-mails  
 11 Mabry 24 62 2-9-12 E-mail to Eddie Hall from  
 12 Eddie Hall; Other E-mail  
 13 Mabry 25 63 7-28-11 E-mail to Brian from Narendra  
 14 Zamwar; Other E-mails  
 15 Mabry 26 64 Mabry Castings, LTD. Sales (Invoices)  
 16 By Customer  
 17 (Same as CX Exhibit 1581)  
 18 Mabry 27 119 3-10-11 E-mail to Eddie Hall from  
 19 Leanna B. Odom; Other E-mails  
 20 (Same as CX Exhibit 1579)  
 21 Mabry 28 133 9-2-08 Texas Commission on Environmental  
 22 Quality Air Quality Permit  
 23 (Same as CX Exhibit 1580)  
 24 CX 1579 119 3-10-11 E-mail to Eddie Hall from  
 25 Leanna B. Odom; Other E-mails  
 (Same as Mabry Exhibit 27)  
 CX 1580 133 9-2-08 Texas Commission on Environmental  
 Quality Air Quality Permit  
 (Same as Mabry Exhibit 28)  
 CX 1581 64 Mabry Castings, LTD. Sales (Invoices)  
 By Customer  
 (Same as Mabry Exhibit 26)

Page 4

1 INDEX  
 2 EXAMINATION BY: PAGE NUMBER  
 3 Mr. Thagard 5 - 71  
 4 150 - 155  
 5 160 - 161  
 6 Ms. Castillo 71 - 146  
 7 155 - 160  
 8 Mr. Mabry 146 - 150  
 9  
 10  
 11  
 12 APPEARANCES:  
 13 U.S. FEDERAL TRADE COMMISSION, Bureau of  
 14 Competition, by Ms. Monica M. Castillo, 601 New Jersey  
 15 Avenue, NW, Washington, DC 20001, appearing for  
 16 Complainant.  
 17 MAYNARD, COOPER & GALE, PC, by Mr. Thomas W.  
 18 Thagard, III, 1901 Sixth Avenue North,  
 19 2400 AmSouth/Harbert Plaza, 1901 Sixth Avenue North,  
 20 Birmingham, Alabama 35203, appearing for McWane, Inc., a  
 21 corporation, the Respondent.  
 22 STRONG, PIPKIN, BISSELL & LEDYARD, LLP, by  
 23 Mr. Daniel E. Mabry, 1400 San Jacinto Building,  
 24 595 Orleans, Beaumont, Texas 77701, appearing for the  
 25 Witness, Eddie N. Hall, Jr., and Mabry Castings, Ltd.

Page 145

1 MS. CASTILLO: I mean, I have the  
 2 protective order with me if you want to take a look at  
 3 it.  
 4 MR. MABRY: No. I've seen the protective  
 04:01 5 order. Based on your knowledge, you can answer that  
 6 question.  
 7 A. Ask me the question again just so I've got it  
 8 clear.  
 9 MS. CASTILLO: Can you read it back,  
 10 please?  
 11 THE REPORTER: Sure.  
 12 (Previous question was read.)  
 13 A. No.  
 14 MR. MABRY: I shouldn't have objected.  
 04:01 15 Q. (BY MS. CASTILLO) Why not?  
 16 MR. THAGARD: Object.  
 17 MR. MABRY: Now I object to that question.  
 18 No, don't answer that question. Now you're really  
 19 getting into proprietary information.  
 04:02 20 MS. CASTILLO: I don't think I have any  
 21 further questions unless I wind up having follow-ups.  
 22 MR. THAGARD: I have just a few  
 23 follow-ups. I am assuming you want me to go before you  
 24 or do you want to go first?  
 04:02 25 MR. MABRY: Let me go first.

Page 146

1 EXAMINATION  
 2 BY MR. MABRY:  
 3 Q. I just want to clear up a couple of things,  
 4 Eddie, about Exhibit 10. Pull out Exhibit 10 real  
 04:03 5 quick, please.  
 6 A. Okay. I think I've got them all mixed up  
 7 again.  
 8 Q. Exhibit 10 was the purchase order from Star  
 9 with the two-day turnaround.  
 04:03 10 A. Yeah.  
 11 MR. MABRY: And I want to reference y'all  
 12 to our document that we produced, an invoice to Star,  
 13 which is document MABRC000676. And I've got it up on  
 14 this computer. Do you want to come over here and look  
 04:03 15 at it with me or --  
 16 Q. (BY MR. MABRY) Now, this is a -- this is --  
 17 and I'm referencing again -- this is a document that we  
 18 produced in production and it's Bates stamped  
 19 MABRC000676.  
 04:04 20 Eddie, can you tell us what this is?  
 21 A. It is an invoice to Star Pipe.  
 22 Q. Can you tell by looking at this invoice when  
 23 the product was shipped?  
 24 A. If I can find it.  
 04:04 25 MS. CASTILLO: Is it further down?

Page 147

1 A. Interesting. No, it's not on the invoice.  
 2 Apparently the ship date is the invoice date --  
 3 Q. (BY MR. MABRY) Right.  
 4 A. -- and they would have been within a day of  
 04:04 5 each other.  
 6 Q. So the invoice date is 12-22-2009?  
 7 A. Uh-huh.  
 8 Q. Correct?  
 9 A. Correct.  
 04:05 10 Q. So it was either shipped on that day or 12-21?  
 11 A. Correct.  
 12 Q. You try and invoice right away?  
 13 A. Uh-huh.  
 14 Q. And, again, you talked about that because at  
 04:05 15 that time your financing was based on what you shipped.  
 16 Correct?  
 17 A. Correct.  
 18 Q. And the -- and then this purchase order, is  
 19 that the same purchase order as on number -- Exhibit 10?  
 04:05 20 A. 10255952. That's it.  
 21 Q. Okay. And they issued the purchase order on  
 22 what date?  
 23 A. They issued it on 11-24-09.  
 24 Q. And it shipped -- or it invoiced, which means  
 04:05 25 it probably shipped on --

Page 148

1 A. A month later.  
 2 Q. A month later, 12-22-09. So they didn't get  
 3 there in two days?  
 4 A. They did not.  
 04:05 5 Q. It didn't get there in two days. And if you  
 6 look at the part number, does the part number on this  
 7 invoice match the part number on that purchase order?  
 8 A. The customer part number does match.  
 9 Q. Okay. All right. That's just -- and I'm not  
 04:06 10 going to go through the rest of them because it's a  
 11 pretty -- that's how you match them up anyway.  
 12 And I will say this, that starting at 676  
 13 it looks like most of those are in chronological  
 14 sequence so it should be pretty easy to follow if you  
 04:06 15 know about when the purchase order issued.  
 16 Now, one other question. You were asked  
 17 about why Mabry Castings doesn't want to go -- sell  
 18 directly to municipalities. Do you recall that  
 19 question?  
 04:06 20 A. I do.  
 21 Q. Let me ask you this. Does Mabry Castings in  
 22 any way have a product design engineering department?  
 23 A. No.  
 24 Q. Do you design product at all?  
 04:06 25 A. No.

Page 149

1 Q. Do you have any engineers on staff at all?  
 2 A. No.  
 3 Q. Do you know what engineering design  
 4 characteristics go into the design of ductile iron pipe  
 04:07 5 fittings?  
 6 A. No.  
 7 Q. Do you know if the pipe fittings -- not only  
 8 do they need to be machined. You know they need to be  
 9 machined. Right?  
 04:07 10 A. Right.  
 11 Q. But they -- also, there are other components  
 12 that go with that to your understanding. Correct?  
 13 A. Yes.  
 14 Q. Do you have any idea what those components are  
 04:07 15 or where you would buy them?  
 16 A. Specifically, no.  
 17 Q. So you're not in any way capable of supplying  
 18 a finished product of any kind to any end user that uses  
 19 those end products. Is that a fair statement?  
 04:07 20 A. That's correct.  
 21 Q. The only end user you're able to service are  
 22 companies that make a product that do have an  
 23 engineering department that design products and that --  
 24 they know what they need from Mabry Castings and give  
 04:07 25 you a blueprint telling you what they need. Is that a

Page 150

1 fair statement?  
 2 A. That's correct.  
 3 Q. All right. Those are all the questions I  
 4 have.  
 04:07 5 MR. MABRY: I'll pass the witness.  
 6 EXAMINATION  
 7 BY MR. THAGARD:  
 8 Q. I have a few follow-up questions. Sir, look  
 9 at Mabry Exhibit 13, please. Now, FTC counsel asked you  
 04:08 10 some questions and raised some questions to you about  
 11 whether or not this corebox work that's referenced in  
 12 this purchase order dated 12-30 of '09 was ever  
 13 completed. Correct?  
 14 A. Correct.  
 04:08 15 Q. Okay. And I'm going to direct you to Mabry  
 16 Exhibit 26, please, in particular Bates No. 625.  
 17 MS. CASTILLO: And just for the record,  
 18 this is CX 1581.  
 19 A. 625?  
 04:09 20 Q. (BY MR. THAGARD) Correct.  
 21 A. Okay.  
 22 Q. Okay. If you look in the middle there, under  
 23 what it looks like Invoice No. I08279 and you track it  
 24 out --  
 04:09 25 A. Yeah.

Page 151

1 Q. -- to the amount, it looks like you invoiced  
 2 Star for \$3,050. Correct?  
 3 A. Correct.  
 4 Q. Okay. If that invoice number matched up with  
 04:09 5 this purchase order, would you -- would that indicate to  
 6 you that the work had been done?  
 7 A. Yes.  
 8 Q. Okay. I want to ask you -- and I'm going to  
 9 try to shortcut this. With Exhibits 18 and 19 --  
 04:10 10 A. Okay.  
 11 Q. -- I just want to make sure the record's  
 12 clear. Complainant counsel asked you some questions.  
 13 You remember earlier in the day you and I added up that  
 14 there were approximately 56 new fittings that Mabry was  
 04:10 15 given purchase orders between November and March?  
 16 A. Okay.  
 17 Q. And she asked you some questions saying,  
 18 looking at this purchase order, you couldn't tell if any  
 19 of these fitting parts duplicated earlier purchase  
 04:10 20 orders that we looked at. Correct?  
 21 A. Correct.  
 22 Q. And you said, "Well, I can't just from looking  
 23 at this page," but if I showed you all six or seven of  
 24 those purchase orders that would be easy for you to do,  
 04:10 25 correct, determine whether there was any duplication?

Page 152

1 A. Yes. Yeah.  
 2 Q. So it's not that it's impossible to do it.  
 3 It's just that you weren't -- you weren't looking at the  
 4 other exhibits at the same time. Correct?  
 04:10 5 A. At the time the question was asked, correct.  
 6 Q. Okay. Now I'm going to direct your attention  
 7 to Mabry Exhibit 26 again and in particular I want to  
 8 draw your attention to -- start with Bates No. 663.  
 9 Now, you measure fittings castings in pounds, don't you?  
 04:11 10 That's one measure?  
 11 A. One measure of all castings is pounds.  
 12 Q. So what is the total tonnage of castings that  
 13 Mabry fittings -- Mabry Castings has made for Star from  
 14 the time it first met Star in 2009 through the time this  
 04:12 15 report was run in 2012?  
 16 MS. CASTILLO: Objection. Foundation.  
 17 Q. (BY MR. THAGARD) I guess -- I guess the  
 18 simpler way to ask you is, what is the total number of  
 19 pounds -- that's what I meant to ask. I'm sorry -- of  
 04:12 20 fittings that Mabry Castings has casted for Star since  
 21 the beginning of their relationship to the time this  
 22 report was run in 2012?  
 23 A. 2,308,735 pounds.  
 24 Q. Now, complainant counsel raised some questions  
 04:13 25 regarding the invoice total, 2,914,559. Correct?

**Jerry Jansen**  
**Deposition Excerpt**

**In the Matter of:**

**McWane, Inc. & Star Pipe Products, LTS**

*May 9, 2012*  
*Jerry Andrew Jansen*

**Condensed Transcript with Word Index**



**For The Record, Inc.**  
**(301) 870-8025 - [www.ftrinc.net](http://www.ftrinc.net) - (800) 921-5555**

1 when you say "pressure," as you put the question,  
2 there's no way to answer that because every line has  
3 pressure of some sort.

4 **Q. Well, I'm referring to high-pressure water**  
5 **systems.**

6 A. For our basic business, no, I don't. I'd say it  
7 was a minimum.

8 MR. OSTOYICH: Can I ask a clarifying? You're  
9 talking about just for ductile iron pipe, or are you  
10 talking about for any type of PVC pipe, for example,  
11 just -- do you see the distinction?

12 In other words, I'm not sure if you understood  
13 which she was asking. I certainly didn't.

14 THE WITNESS: Okay.

15 BY MS. HOLLERAN:

16 **Q. Go ahead. I think you're answering his**  
17 **question.**

18 A. No. No. I'm just -- like I say, it's a broad  
19 range, and I don't know PVC pipe's ratings well enough.  
20 There's several different types of PVC pipe for  
21 different ratings. You know, you have several different  
22 classes of C900. You might say C900 or C905 or C909,  
23 which I don't know all of the -- I can't speak well  
24 enough on that, but --

25 **Q. Well, let me ask you this.**

1 **You sell ductile iron pipe fittings; right?**

2 A. I don't consider in my line of business PVC to  
3 me a major player in pressure waterworks systems right  
4 now.

5 **Q. Do you take into account the price of PVC**  
6 **fittings when you set your price of the ductile iron**  
7 **pipe fittings?**

8 A. No.

9 MR. OSTOYICH: Well, it's assuming -- I'll  
10 object to the form.

11 Go ahead.

12 THE WITNESS: Okay.

13 I -- I'd say no because I don't feel it's apples  
14 to apples.

15 BY MS. HOLLERAN:

16 **Q. When you are working with a distributor to**  
17 **supply the fittings for a waterworks project, do you**  
18 **consider your competitors to be the other suppliers of**  
19 **ductile iron pipe fittings?**

20 A. Yes.

21 **Q. Are you -- have you ever been concerned about**  
22 **competing against the suppliers of PVC fittings?**

23 MR. OSTOYICH: And again, can I -- are you  
24 talking about on jobs that are ductile iron pipe jobs or  
25 PVC pipe jobs or it doesn't matter in your mind?

1 MS. HOLLERAN: I'm asking a general question.

2 THE WITNESS: The general question, I consider  
3 my ductile suppliers as a major -- as my major  
4 competitors for that business, but I'd take that into  
5 account as to what my distributor will give me. If my  
6 distributor says I'm against PVC, that will lead to a  
7 whole another line of questioning as to would they be  
8 approved. Like I say, there's a lot of determining  
9 factors.

10 BY MS. HOLLERAN:

11 **Q. Are ductile iron pipe fittings used on PVC**  
12 **pipes?**

13 A. Yes.

14 **Q. With regularity or is that unusual?**

15 A. Regular.

16 **Q. And why is that?**

17 MR. OSTOYICH: Well --

18 THE WITNESS: Again --

19 MR. OSTOYICH: -- I'll object to the form, but  
20 go ahead.

21 THE WITNESS: Again, it all depends on the  
22 system and the pressure in the system and if there's the  
23 availability of PVC for higher pressures that's not out  
24 there.

25 MR. OSTOYICH: Linda, could I just -- so I think

1 the record could be clarified. PVC pipe I believe is  
2 used for drinking water in many applications, so when  
3 you're asking pressurized pipe, it's not clear, at least  
4 to me, whether you're talking about a PVC pipe job or a  
5 ductile iron pipe job or either, and so the answer is  
6 going to be different I think. That's why I'm asking to  
7 clarify.

8 THE WITNESS: And that's what I was saying  
9 earlier. PVC -- when you say "PVC," I don't know all  
10 the classes, but you might have a DR15, 18, 21 -- not --  
11 there's so many classes of PVC I don't know. I hear the  
12 names or those classes out there, but I couldn't tell  
13 you what a DR21 is for or what the pressure rating is on  
14 it.

15 So, you know, when you talk pressures, like I  
16 say, 20 psi is pressure. 250 psi, now, I can't tell  
17 you, so -- when you say "pressure systems," it's --

18 BY MS. HOLLERAN:

19 **Q. So for a pressurized water system, what is**  
20 **generally the pressure that's used? Is there a typical**  
21 **pressure?**

22 A. It varies, and I -- again, it's up to the city  
23 and the engineer. They may have you test -- from what  
24 I'd heard from my previous few years of experience in  
25 it, you know, if you have 60 psi as a working pressure

1 BY MS. HOLLERAN:

2 **Q. Okay. Are there advantages of ductile iron pipe**  
3 **fittings over cast iron pipe fittings?**

4 A. Again, it depends on the pressure of the system.

5 Ductile is -- can be rated for higher pressures.

6 Ductile is less brittle, so if you were to drop it on

7 concrete, cast iron is more apt to break than ductile

8 iron would be.

9 I mean, just the strength and just the

10 characteristics of the iron make it a little more

11 forgiving, lighter. Because of your C153, you make it

12 thinner, and so it's lighter for the user, contractor,

13 whomever.

14 **Q. Are ductile iron pipe fittings cheaper than a**  
15 **similar sized cast iron fitting?**

16 A. Cost-wise I don't know. Market-wise, same to

17 us. And I can't say for cast iron because we're not

18 selling them.

19 **Q. Are cast iron fittings widely used?**

20 A. Again, I --

21 MR. OSTOYICH: I'm sorry. Objection to form,  
22 but go ahead. Go ahead.

23 THE WITNESS: I don't see them. We don't sell  
24 them, so if people are putting them in somewhere I don't  
25 know.

1 BY MS. HOLLERAN:

2 **Q. But you might -- but given your competitive**  
3 **reports from your salespeople, you would expect to know**  
4 **if there was a lot of cast iron fittings being used.**

5 MR. OSTOYICH: Objection to form.

6 Go ahead.

7 THE WITNESS: I haven't seen where a lot are

8 being used. Probably the one spot I can remember, it

9 may be Puerto Rico.

10 BY MS. HOLLERAN:

11 **Q. And do you take into account the price of cast**  
12 **iron fittings when setting the price for your ductile**  
13 **iron pipe fittings?**

14 MR. OSTOYICH: Well, I have a different  
15 objection to that one, but go ahead if you can.

16 THE WITNESS: I don't.

17 BY MS. HOLLERAN:

18 **Q. Okay. When a ductile iron pipe fitting is**  
19 **available for a domestic or an imported version, do you**  
20 **understand what that means?**

21 **So a ductile -- when I say a -- I think we**  
22 **cleared this up before. A domestic fitting is a fitting**  
23 **that is made in the United States.**

24 A. Uh-huh.

25 **Q. When you're comparing that fitting --**

1 A. Well --

2 **Q. I'm sorry.**

3 A. It's my -- I don't want to interrupt you.

4 **Q. Okay.**

5 A. A domestic fitting to me is made in the USA.

6 **Q. Okay.**

7 A. A domestic fitting according to some  
8 specifications maybe fall under NAFTA, so then it could  
9 be made in Mexico or Canada.

10 **Q. Okay.**

11 A. So it's the interpretation of the engineer,  
12 owner, whomever. To me, a domestic fitting to me, if  
13 you need a passport, it's not domestic in my world.

14 **Q. But then your world changed with the rules in**  
15 **Canada.**

16 A. Well, that's the thing, so...

17 **Q. Well, let me ask another question.**

18 **When I see references to blended sales in the**  
19 **Tyler/Union documents, what does that refer to?**

20 A. Blended sales are, if we didn't have it  
21 available, if you wanted to buy a nondomestic item and  
22 we didn't have it in inventory nondomestically and we  
23 chose to substitute domestic instead of that, we would,  
24 and that's what we would call blended. We would supply  
25 a domestic because we didn't have it in a nondomestic.

1 It's usually -- it was about servicing the  
2 customer and substituting.

3 **Q. If a specification didn't specify a domestic**  
4 **fitting, would you only sell an imported or blended**  
5 **fitting?**

6 MR. OSTOYICH: Well --

7 THE WITNESS: If it required --

8 MR. OSTOYICH: Hang on. I'm going to object to  
9 the hypothetical nature of the question, but if you can  
10 answer it, go ahead.

11 THE WITNESS: The way I understood the question,  
12 if it called for domestic?

13 BY MS. HOLLERAN:

14 **Q. If the specification did not call for domestic,**  
15 **would you sell, you know, bid for that job with your**  
16 **domestic job or would you bid for it with your imported**  
17 **fittings or blended to fill in the gap?**

18 MR. OSTOYICH: Again, same objection, but go  
19 ahead.

20 THE WITNESS: If it didn't call for domestic,  
21 then we would quote nondomestic, if the specification  
22 didn't call for domestic.

23 BY MS. HOLLERAN:

24 **Q. And why is that?**

25 MR. OSTOYICH: Well, I have the same objection,

1 We did more job pricing because that gives you  
2 communication with your customers. I mean, it let's you  
3 stay more attuned.

4 As we started to see the market go down in I  
5 believe August of '06, I believe I stated earlier, as  
6 the market started to decrease, people started --  
7 distributors started inventorying less. More and more  
8 jobs were going direct, so that created more and more  
9 job pricing.

10 We'd prefer not to because again it's -- it's  
11 room for more error, rather than having an inventory out  
12 there, but it is what it is, and so there's a lot of job  
13 pricing and it doesn't matter if we like it or not. The  
14 customers determine that.

15 BY MS. HOLLERAN:

16 **Q. A lot of the price announcement letters come  
17 from you?**

18 A. Uh-huh.

19 **Q. Do you write them?**

20 MR. OSTOYICH: I'll object to the form, but go  
21 ahead.

22 THE WITNESS: Not me. I have input in them.  
23 Rick Tatman normally writes my signature, but I see them  
24 and I may have some input in them, but he -- he's the  
25 wordsmith.

1 But, again, they'd also be the ones that would want job  
2 pricing, so...

3 BY MS. HOLLERAN:

4 **Q. Was the decision to announce -- was the  
5 announced intention that says "going forward to sell  
6 products only off the newly published multipliers" -- is  
7 that something that Rick Tatman decided?**

8 MR. OSTOYICH: Well, I'll object to the form  
9 the way you're characterizing it, but go ahead if you  
10 can.

11 THE WITNESS: No. That would be -- it would be  
12 myself or Rick Tatman. That's us joint. We'd want to  
13 go with published multipliers on it.

14 BY MS. HOLLERAN:

15 **Q. Okay. So it was partly your decision to try to  
16 reduce job pricing?**

17 MR. OSTOYICH: Well --

18 THE WITNESS: Again, I --

19 MR. OSTOYICH: Objection to the form, but that's  
20 not quite what -- but go ahead. You can answer it, but  
21 it's objectionable.

22 THE WITNESS: Again, we'd like to -- we'd like  
23 to go with no job pricing, although we understood it was  
24 obvious. We'd like to have no job pricing. And after  
25 talking with distributors, they would like to add some

1 BY MS. HOLLERAN:

2 **Q. I'd like to show you what's been previously  
3 marked as CX 1178.**

4 **This is a letter dated January 11, 2008, from  
5 Jerry Jansen, regarding pending price change for utility  
6 fittings and accessories.**

7 **(Pause in the proceedings.)**

8 **I wanted to call your attention to the third  
9 paragraph, where it says, "To help our distribution  
10 customers better manage their inventory valuations and  
11 compete on a more level playing field, it is our  
12 intention going forward to sell all products only off  
13 the newly published multipliers."**

14 **Do you see that?**

15 A. Uh-huh.

16 **Q. Does that mean that Tyler/Union was going to try  
17 to reduce the amount of job pricing?**

18 MR. OSTOYICH: Well, I'm going to object to the  
19 form the way you phrased it, but go ahead.

20 THE WITNESS: Yes. We would -- when we started  
21 out, we're going to put out the published multipliers.  
22 That's what you're going to have for inventory. And we  
23 would like to keep the jobs to a minimum because they  
24 were going through their -- in talking with  
25 distributors, they'd say they'd like to keep it stable.

1 stability as well.

2 BY MS. HOLLERAN:

3 **Q. Was this your idea?**

4 MR. OSTOYICH: Well, objection to the form. I'm  
5 not sure which idea. He's already said talking to  
6 distributors. But go ahead. You can answer it.

7 THE WITNESS: It would be more to service the  
8 distribution, the information I was picking up from the  
9 market.

10 BY MS. HOLLERAN:

11 **Q. I guess what I'm asking is, is the decision to  
12 try to reduce job pricing -- was it your idea because of  
13 the feedback you had heard from the distributors?**

14 A. That would be my idea, that that's what the  
15 customers preferred, so that would be more my idea.

16 **Q. So that idea didn't come from Rick Tatman.**

17 A. Not that I recall. That's my input.

18 **Q. Okay. Why did you -- your competitors Sigma and  
19 Star engage in job pricing; isn't that right?**

20 MR. OSTOYICH: Objection to the form, but go  
21 ahead. I mean, I -- currently you mean or...

22 BY MS. HOLLERAN:

23 **Q. In January 2008, were your competitors engaged  
24 in job pricing?**

25 A. I've always seen them --

**Wayne Johnson  
Deposition Excerpt**

1 UNITED STATES OF AMERICA  
 2 BEFORE THE FEDERAL TRADE COMMISSION  
 3 Case No. 9351  
 4 DEPOSITION OF WAYNE EDWARD JOHNSON May 14, 2012  
 5  
 6 In the Matter of  
 7 McWANE, INC.,  
 8 a corporation, and  
 9 STAR PIPE PRODUCTS, LTD.,  
 10 a limited partnership.

---

11 APPEARANCES:  
 12 UNITED STATES FEDERAL TRADE COMMISSION  
 13 By Andrew K. Mann, Esq.  
 14 601 New Jersey Avenue, NW  
 15 NJ-6205  
 16 Washington, D.C. 2001  
 17 Appearing on behalf of the United  
 18 States Federal Trade Commission.

19 BAKER BOTTS LLP  
 20 By William C. Lavery, Esq.  
 21 The Warner  
 22 1299 Pennsylvania Avenue, NW  
 23 Washington, D.C. 20004-2400  
 24 Appearing on behalf of Respondent  
 25 McWane, Inc.

26 MOYE WHITE LLP  
 27 By Burkeley N. Riggs, Esq.  
 28 16 Market Square, 6th Floor  
 29 1400 - 16th Street  
 30 Denver, Colorado 80202-1486  
 31 Appearing on behalf of deponent

1 Pursuant to Notice and the Federal Rules  
 2 of Civil Procedure, the deposition of WAYNE EDWARD  
 3 JOHNSON, called by Respondent McWane, Inc., was  
 4 taken on Monday, May 14, 2012, commencing at  
 5 8:26 a.m., at 1400 - 16th Street, 6th Floor,  
 6 Denver, Colorado, before Alan E. Bjork, Certified  
 7 Shorthand Reporter and Notary Public within and  
 8 for the State of Colorado.

9  
 10  
 11 INDEX  
 12 DEPOSITION OF WAYNE EDWARD JOHNSON  
 13 EXAMINATION BY: PAGE  
 14 Mr. Mann 37  
 15 Mr. Lavery 4, 115  
 16 Mr. Riggs --

17  
 18 EXHIBITS INITIAL REFERENCE  
 19 Exhibit CX 1585 Transcript of 19  
 20 Wayne Johnson  
 21 in the matter  
 22 of McWane/Sigma  
 23  
 24 Exhibit CX 1582-001 Six Google Maps 49  
 25

1 INDEX (Continued)  
 2 EXHIBITS INITIAL REFERENCE  
 3 Exhibit CX 1583-001 Internet article 91  
 4 from Water World  
 5 entitled  
 6 Distribution Plays  
 7 Critical Role In  
 8 Water Industry  
 9 Supply Chain  
 10 Exhibit CX 0006-1 Letter dated 97  
 11 9/22/09 from  
 12 Jerry Jansen to  
 13 Dear Valued  
 14 Customer  
 15 Exhibit CX 1586-001 E-mail dated 100  
 16 1/21/10 from  
 17 Deron Johnson  
 18 to Becky Guy  
 19  
 20  
 21  
 22  
 23  
 24  
 25

1 PROCEEDINGS  
 2 WAYNE EDWARD JOHNSON,  
 3 being first duly sworn in the above cause, was  
 4 examined and testified as follows:  
 5 EXAMINATION  
 6 BY MR. LAVERY:  
 7 Q Good morning.  
 8 A Good morning.  
 9 Q Could you please state your full name  
 10 for the record.  
 11 A Wayne Edward Johnson.  
 12 Q And could you give me your home and  
 13 work addresses, if you can.  
 14 A Home address is 46 Covington Court,  
 15 Cherry Hills Village, Colorado 80113. Work  
 16 address is 700 Alcot, Denver, Colorado 80204.  
 17 Q And have you been deposed before?  
 18 A Yes.  
 19 Q How many times?  
 20 A Two.  
 21 Q So this process is probably somewhat  
 22 familiar to you, but today I'm going to be asking  
 23 you some questions. The court reporter here is  
 24 going to take down your answers. It's important  
 25 that you respond verbally. If you nod or shake

1 advertisement of the bid. We obtain a set of  
2 plans and specifications for that particular  
3 project. Our salespeople do a takeoff of all the  
4 list of materials. And we submit pricing to the  
5 -- to the contractor. And it's up to him to  
6 decide who he's going to award the bid to.

7 Q Once he's decided that Dana Kepner  
8 company is going to receive that project, what  
9 takes place at that point?

10 A He gives us a purchase order, and we  
11 ship the material.

12 Q When you provide the takeoffs and you  
13 submit the line item report, who does that go to  
14 once you give it to the contractor? Do you know?

15 A We give it to whoever -- the estimator  
16 of that contractor, whoever is doing that  
17 particular job, we submit it to him.

18 Q And projects that request domestic  
19 ductile iron pipe fittings, how is that  
20 communicated?

21 A It's in the specifications.

22 Q Is there a particular wording that is  
23 used?

24 A Each engineer does it somewhat  
25 differently. But it would say, being domestic

1 mean that imports are allowed?

2 A If they're just generically stating  
3 ductile iron fittings, we would assume -- we would  
4 probably call for clarification, but we would  
5 probably assume imports are allowed.

6 Q When you provide the submittals to the  
7 contractor, do you specify which manufacturer  
8 you're going to supply the fittings from?

9 A If the requirement for specification --  
10 if the specifications require identification of  
11 ductile iron fittings in the submittal process, we  
12 would produce the document. That particular  
13 manufacturer provides spec sheets.

14 Q Is that common that they would ask for  
15 the specific name of a supplier of a fitting?

16 A Well, they wouldn't specifically ask  
17 for it, but when you bid the submittal process,  
18 you would put it on there. The submittals would  
19 come actually from either -- the spec sheets from  
20 either Tyler or Star or whoever the manufacturer  
21 was.

22 Q So as part of the submittals, you're  
23 actually submitting the documentation from either  
24 Tyler or Star?

25 A Yes.

1 produced or something like that.

2 Q Do they ever specify a supplier of a  
3 fitting?

4 A Occasionally on very -- if it's a  
5 specialized valve or a fire hydrant or something  
6 like this, yes.

7 Q Do you ever see a supplier's name for  
8 the fittings?

9 A Very seldom if at all.

10 Q So in the bid itself, it would just  
11 state whether they allow imports or whether they  
12 want domestic fittings?

13 A It might -- it could say on the line  
14 items, but more likely it's going to say in the  
15 specification book in the section that applies to  
16 ductile iron pipe fittings. It may not  
17 distinguish on the bid document itself, but the  
18 bid you turn in may not say whether it's domestic,  
19 but the specification booklet would tell you.

20 Q And in those specifications within the  
21 specification booklet, it would request whether or  
22 not it wants domestic or imports?

23 A Whether it would be domestically  
24 produced or not, yeah.

25 Q If it doesn't state domestic, does that

1 Q And once the submittals go in, say that  
2 it specifies imports or it leaves it open, and

3 Dana Kepner Company responds in their submittals  
4 Star as the fitting supplier, if in three weeks  
5 down the road Star doesn't have the fittings that  
6 you need, but you have Tyler fittings in  
7 inventory, can you ship those Tyler fittings to  
8 the job site?

9 MR. LAVERY: Object to the form.

10 MR. RIGGS: Same objection. Go  
11 ahead.

12 A We would call the engineer and get --  
13 we wouldn't just ship them out. We would get with  
14 the engineer and say, We can't obtain these.  
15 Here's a different submittal.

16 Q (By Mr. Mann) So in order to  
17 substitute one supplier's fittings for someone  
18 else's, you have to resubmit?

19 A If --

20 MR. LAVERY: Objection.

21 A If it is brand specific we would, but  
22 if it's a generic spec, no.

23 Q (By Mr. Mann) So if it's a generic  
24 spec but you've responded in the submittals with a  
25 specific manufacturer --

**Wayne Johnson**  
**Investigational Hearing Excerpt**

**In the Matter of:**

**McWane/Sigma**

*January 26, 2011*

*Wayne Johnson*

**Condensed Transcript with Word Index**



**For The Record, Inc.  
(301) 870-8025 - [www.ftrinc.net](http://www.ftrinc.net) - (800) 921-5555**

Page 50

1 sell is either ductile iron or PVC?  
 2 A Dollar-wise we probably sell -- it's  
 3 probably 70 percent PVC and 30 percent ductile.  
 4 Q And do you sell any other types of  
 5 pipe?  
 6 A We sell some polyethylene but not a  
 7 huge amount.  
 8 Q Are there any substitutes for ductile  
 9 iron pipe fittings on ductile iron pipe? Would  
 10 you ever use a PVC fitting on a ductile iron pipe?  
 11 A Theoretically you could, I mean,  
 12 because the ductile iron pipe is the same OD as  
 13 PVC pipe on the C900 pipe. I mean theoretically  
 14 you can use a 8-inch plastic fitting on a ductile  
 15 iron pipe fitting.  
 16 Q When you say "theoretically," have you  
 17 ever seen this happen?  
 18 A You don't see it happen very often.  
 19 Q So the customers that you have that are  
 20 using PVC fittings, are they putting those PVC  
 21 fittings on PVC pipe?  
 22 A Right. And you definitely wouldn't  
 23 use -- if you have something that has to have  
 24 cathodic protection on it or transmitting in that  
 25 high corrosive area where they use cathodic

Page 51

1 protection, basically transmitting an electrical  
 2 charge down the pipeline, you wouldn't want the  
 3 PVC fitting in there.  
 4 Q When would you need that sort of  
 5 protection?  
 6 A Anyplace where there's highly corrosive  
 7 soils such as in Wyoming where they -- where they  
 8 use any ductile they can change cathodically to  
 9 protect it.  
 10 Q So it's basically electrified pipe?  
 11 A It's taking the -- to eliminate  
 12 corrosion, and so forth, through electrolysis,  
 13 you're transmitting an electrical charge,  
 14 basically, down the length of the pipe and  
 15 transmitting it away from the pipe.  
 16 Q That's very interesting. I hadn't  
 17 heard that.  
 18 A I'm not an expert on it, so don't go  
 19 any further.  
 20 Q Sir, we, I think, touched on this  
 21 earlier, and you may have given me this number,  
 22 but do you have a breakdown for the percentage of  
 23 -- actually, I'm sorry, I'll ask a different and  
 24 better question. Taking the period of time before  
 25 the ARRA was passed, the stimulus bill, what

Page 52

1 percentage of the markets you serve were  
 2 specifying domestic only for ductile iron pipe  
 3 fittings?  
 4 A Probably -- probably 5 percent or less.  
 5 Q Where were those markets?  
 6 A Northern -- Northern Arizona,  
 7 Flagstaff, in that area.  
 8 Q Can you think of any other cities in  
 9 that area beyond Flagstaff?  
 10 A It's Flagstaff and all -- basically all  
 11 the cities in Northern Arizona where there's a  
 12 heavy domestic market, Prescott. So we were  
 13 buying Tyler up there.  
 14 Q Beyond that Northern Arizona locale,  
 15 were any of the other markets that you served  
 16 carrying the domestic only spec before the ARRA?  
 17 A No. There may have been isolated  
 18 cases. I can't say that it was 100 percent, but  
 19 it was vastly -- I'd say starting going back  
 20 10 years from ARRA, it was -- it had switched  
 21 almost exclusively to import.  
 22 Q And why? How did that process work,  
 23 and why were municipalities, in your judgment,  
 24 switching from domestic to imported fittings?  
 25 A Well, there was probably a 40 percent

Page 53

1 difference in cost. The quality of the import  
 2 fittings, in many cases, was superior. Those were  
 3 the main reasons.  
 4 Q How has that price differential between  
 5 import and domestic fittings trended over time?  
 6 A Actually I didn't go back and look, but  
 7 I think it -- it's basically always remained the  
 8 same, about 45, 50 percent difference.  
 9 Q And those municipalities that were  
 10 staying with the domestic only spec, do you have  
 11 any sense of what was motivating these folks?  
 12 A Not really. They were just -- you  
 13 know, it was the opinion that they wanted to buy  
 14 American.  
 15 Q We've been talking about the pre-ARRA  
 16 period. Let's talk about the ARRA and the time  
 17 after that. How did the ARRA change your  
 18 business?  
 19 A Well, it -- you know, the actual  
 20 funding of some jobs helped our business a little  
 21 bit. The -- it created some real problems for us  
 22 in, you know, looking at other product lines other  
 23 than ductile iron fittings.  
 24 I mean it's hard -- in a lot of cases,  
 25 it's hard to find a manufacturer -- a domestic

Page 54

1 manufacturer of certain products. They may be --  
 2 they may be there, but they may be very small.  
 3 They have a very different call time producing the  
 4 quantity of products that you need. And to find a  
 5 product line that was 100 percent domestic all the  
 6 way through the production process is very  
 7 difficult, too.  
 8 Q What products do you have in mind?  
 9 A Well, we -- we sell Sensus meters, and  
 10 there are electronics that go with meter reading  
 11 systems, fixed base and so forth. And a portion  
 12 of their products was actually assembled in  
 13 Mexico, and so they had to move their production  
 14 for ARRA jobs into Texas so we could get product,  
 15 and it created some real problems.  
 16 Q What effect did the ARRA have on your  
 17 ductile iron pipe fittings business?  
 18 A We -- we had to make the decision,  
 19 particularly with the letters that were sent out  
 20 from Tyler and so forth, that we would buy  
 21 100 percent of our domestic fittings from them. I  
 22 mean we didn't really have another source.  
 23 Star for the first six months of 2010  
 24 wasn't able to provide what we needed. And we  
 25 specifically told them that until they could

Page 55

1 supply 100 percent of the material on the projects  
 2 that we needed, the common products, anyway, that  
 3 we were going to have to get 100 percent of our  
 4 business through Tyler, either through Sigma or  
 5 Tyler. We could buy it through either one. So  
 6 that's basically what we had to do.  
 7 Q The letters you're referring to that  
 8 you received from Tyler, what did they say?  
 9 A Well, they said basically if we -- they  
 10 preferred to do business with people who supported  
 11 them 100 percent and that if you didn't buy from  
 12 them and support them, that they reserved the  
 13 option, I guess is one way of putting it, of not  
 14 selling to you.  
 15 Q Did you have any oral conversations  
 16 with anyone associated with McWane about this  
 17 policy?  
 18 A Oh, we -- you know, I mean they came in  
 19 at normal visits as a manufacturer does. They  
 20 basically made it pretty clear that if we didn't  
 21 participate, that it could be a problem. But in  
 22 actuality, we never had a problem.  
 23 I think that they had a pretty good  
 24 idea that other people were looking over their  
 25 shoulders and that as we went through the year, we

Page 56

1 did not have any threats or anything like that to  
 2 cut us off. But we were buying 100 percent of our  
 3 domestics from them.  
 4 Q When did you give your first domestic  
 5 order to Star?  
 6 A I'm guessing it would probably have  
 7 been in July or something like that. I would have  
 8 to go back and really look.  
 9 Q July 2010?  
 10 A Yeah. I mean they made a commitment to  
 11 us that they would have our normal products  
 12 available to us in, I think it was, like March or  
 13 April, but I didn't really feel comfortable from  
 14 that standpoint that telling us that they had it  
 15 and actually having it could be two different  
 16 things.  
 17 So anytime that we did buy from them,  
 18 we submitted the list to them and said, you have  
 19 to guarantee us that you have these products or we  
 20 will order them from Sigma or Tyler.  
 21 Q When you started ordering from Star,  
 22 did you shift all your domestic business over to  
 23 Star?  
 24 A No, I don't think -- I don't think we  
 25 did. I think we were still buying -- in certain

Page 57

1 locations we were still buying from Tyler.  
 2 Q Do you believe that Tyler was aware of  
 3 the fact that you were dealing with two suppliers  
 4 of domestic fittings at the same time?  
 5 A Well, they know of our relationship  
 6 with Star, and I'm sure they had to know -- they  
 7 had to know we were, I think.  
 8 Q If the world were different and Tyler  
 9 hadn't announced the policy that it had with  
 10 respect to purchasing domestic fittings from Star,  
 11 would you have purchased domestic fittings from  
 12 Star earlier than you did?  
 13 A Probably. You know, we have always  
 14 had -- I mean, it's kind of away from your  
 15 question, but we've always had a bit of a tenuous  
 16 relationship with Tyler from a standpoint that  
 17 they've had some policies on who they deal with.  
 18 And just the way they go to market  
 19 sometimes we weren't always in agreement with. We  
 20 like to deal with people that we feel comfortable  
 21 with and have our interests at heart, too. That's  
 22 why I'm dealing with Star.  
 23 Q If the world were a different place and  
 24 Tyler hadn't had this policy, would you have been  
 25 interested in purchasing domestic fittings from

Page 58

1 both Star and Tyler simultaneously?  
 2 A It would have been -- it would have  
 3 been strictly -- we would have bought everything  
 4 -- if they both had them, we would have bought  
 5 from Star. We would have only bought the Tyler  
 6 products if Star didn't have them.  
 7 Q So to use some common industry terms,  
 8 maybe you'd buy the A and B items from Star and  
 9 then the C and D items from Tyler?  
 10 A That would probably be what would  
 11 occur.  
 12 Q And I think you mentioned that your  
 13 first purchase of Star products was July of 2010,  
 14 give or take?  
 15 A From Star?  
 16 Q From Star.  
 17 A Yep.  
 18 Q Thank you. And I think you mentioned  
 19 that Star had been trying to tell you a few months  
 20 before that time that they were ready to go and be  
 21 your supplier. Why didn't you give Star that  
 22 business then? What made you wait until July?  
 23 A After dealing with manufacturers for  
 24 30, 40 years, the proof has to be in the pudding,  
 25 I guess, for lack of a better term. I had to

Page 59

1 absolutely know that they had it.  
 2 And, you know, it was always in the  
 3 back of my mind, if we -- if we placed an order  
 4 with Star, and they stubbed their toe, they can't  
 5 provide it, we might have a problem with Tyler.  
 6 And we made it very clear to Star that that's what  
 7 we were going -- the reason we were doing it.  
 8 Q So is it fair to say that the concern  
 9 that there might be some repercussion with Tyler  
 10 kept you from ordering from Star when you -- when  
 11 you otherwise wanted to?  
 12 A Yes.  
 13 Q Is there any way to quantify the amount  
 14 of business that you gave to Tyler because of  
 15 their policy that you otherwise would have given  
 16 to Star on the domestic side?  
 17 A That would be very hard to -- I mean  
 18 we'd have to go back and look on a job per job  
 19 basis and look at the time periods and so forth.  
 20 No, I couldn't. With the numbers I have right in  
 21 front of me now, I couldn't tell you that.  
 22 Q What did you think Tyler might do if  
 23 you purchased from Star? What did you think some  
 24 of the possible repercussions could be?  
 25 A Well, I -- you know, it was our

Page 60

1 impression that maybe what they actually stated in  
 2 their letter might come true, that we -- we might  
 3 not be able to service our customers in a timely  
 4 manner if we had to go searching someplace else  
 5 for some domestic fittings.  
 6 Q Did it make a difference whether Tyler  
 7 just refused to sell domestic fittings to you at  
 8 all or whether it was just for a limited period of  
 9 time?  
 10 A Well, if they had -- if they had  
 11 refused to sell to us, I would take that to mean  
 12 forever.  
 13 Q As far as you're aware, is Tyler's  
 14 policies still in effect, at least in terms of  
 15 what Tyler's asking its customers to do?  
 16 A I don't know what their official  
 17 position is right now. And I don't -- I don't  
 18 think they would take those steps now.  
 19 Q Why not?  
 20 A I think it's too visible what they  
 21 might -- like I said, it's a small industry. And  
 22 if -- if other distributors throughout the country  
 23 heard that they wouldn't sell to the Dana Kepner  
 24 Company, who's next on the list? I think that's a  
 25 -- news travels fast. And I think it would be a

Page 61

1 situation that it would hurt them throughout the  
 2 country.  
 3 Q It would hurt Tyler throughout the  
 4 country if they cut you off?  
 5 A Yep.  
 6 Q Is there any increment of business on  
 7 the domestic side that you're presently giving  
 8 Tyler that you'd like to give Star but you're  
 9 concerned about the repercussions if you did?  
 10 A I don't -- I think we're past that  
 11 point. I don't think that that's a matter of  
 12 concern now.  
 13 Q So the effect that Tyler's policy had  
 14 on your willingness to do business with Star is it  
 15 fair to say ended around July 2010?  
 16 A Yeah, I think so. And I -- you know, I  
 17 think there are cases, I couldn't be job specific  
 18 or tell you what the fitting was or anything else,  
 19 but I think there were a couple of cases where we  
 20 placed an order with Star, and Star didn't have  
 21 the material, and they actually went and bought  
 22 from Tyler.  
 23 Q So Star had some counter strategies  
 24 available?  
 25 A Yeah. Because we're a very important

Page 62

1 customer to Star. I think they'll do what they  
2 have to do to take care of us.  
3 Q What did you need to see from Star as  
4 far as breadth of product line, depth of  
5 inventory, proven availability to deliver? What  
6 did you need to see from them before you were  
7 willing to give them the business?  
8 A Well, I think, you know, you start out  
9 with one or two jobs and see if they can provide  
10 what you are requesting on those particular jobs,  
11 and if that goes smoothly, then you say, Okay. I  
12 believe you have the material. I believe you have  
13 the material in stock and you can service us.  
14 Like my importer, you know, I look at  
15 what they could have available but also the levels  
16 they have available from the standpoint that it  
17 takes three to four months to get the product here  
18 from offshore. That was also one of our concerns.  
19 Q Earlier I asked you about your need for  
20 domestic fittings pre ARRA. I think you said  
21 about 5 percent of your customers were specifying  
22 domestic only. How did the ARRA affect your need  
23 for domestic fittings in terms of how many you had  
24 to repurchase and resell?  
25 A Well, it had a dramatic effect. I mean

Page 63

1 we had -- because of the levels of the economy, it  
2 became a bigger -- ARRA became a very good  
3 percentage of our business in certain areas. And  
4 so it had a dramatic effect on our need for  
5 domestic fittings.  
6 Q Can we quantify that at all? Do you  
7 have a sense of what percentage of your business  
8 was driven by the ARRA during the time period that  
9 it was enacted?  
10 A It might have -- it might have  
11 amounted -- last year it might have amounted to  
12 6 to 7 percent of our business.  
13 Q And in terms of timing, when did the  
14 ARRA demands peak?  
15 A Probably the ones with ductile iron  
16 fittings on it probably would have been about  
17 March or April of last year.  
18 Q Of 2010?  
19 A Yeah, maybe May.  
20 Q And you didn't purchase domestic from  
21 Star until July 2010?  
22 A Yep.  
23 Q So that's sometime after your sort of  
24 demand peaked?  
25 A Yeah.

Page 64

1 Q So there were --  
2 A Most of our demand was when we were  
3 dealing strictly with Tyler, and then it leveled  
4 off. But some of our ARRA jobs did not have  
5 fittings on them. Some of them were metering jobs  
6 and that type of thing.  
7 Q Are the fittings for the ARRA projects  
8 sold and in the ground at this point in time,  
9 January 2011?  
10 A Yes, they're in the ground.  
11 Q Was there any way to use imported  
12 ductile iron pipe fittings on ARRA funded  
13 projects?  
14 A The only way that you could use an  
15 imported fitting would be if it was absolutely not  
16 available. And then it had to be less than a  
17 certain percentage, which I don't remember, of the  
18 total job.  
19 Q Did you try to use any of those waivers  
20 or exceptions to use imported fittings?  
21 A No. I mean the -- the paperwork was so  
22 horrendous on most of the ARRA jobs that we didn't  
23 -- we did not want to go through any exemption or  
24 anything like that. Just get the material and  
25 ship it out.

Page 65

1 Q Is it fair to say, sir, that all the  
2 ARRA funded projects that Dana Kepner served that  
3 required fittings were serviced with domestic  
4 fittings?  
5 A Yes.  
6 Q Did you see any of your competitors  
7 filling ARRA funded projects with imported  
8 fittings rather than domestic?  
9 A I was not aware of any.  
10 Q Did the EPA do a good job of explaining  
11 exactly whether ductile iron pipe fittings  
12 qualified for a waiver or not?  
13 A No.  
14 Q Was there some uncertainty in your  
15 mind?  
16 A It depends which EPA employee you  
17 talked to at the time. We also have cases in  
18 Wyoming, when they finally came to an agreement  
19 with Canada, that Canadian products were available  
20 and could be used in Wyoming, so it did not apply  
21 to them.  
22 Q And did the uncertainty surrounding the  
23 status of domestic fittings under the ARRA and its  
24 various waivers, did that uncertainty make you  
25 less interested in even trying to explore that

**Leon McCullough**  
**Investigational Hearing Excerpt**

**In the Matter of:**

**McWane/Sigma**

*August 12, 2010*  
*Leon McCullough*

**Condensed Transcript with Word Index**



**For The Record, Inc.**  
**(301) 870-8025 - [www.ftrinc.net](http://www.ftrinc.net) - (800) 921-5555**

1 about not just waterworks fittings but the waterworks  
2 industry itself, you know, it's driven by a demand to  
3 update the infrastructure. It's driven by a demand for  
4 new housing. It's really not driven by lower pricing.  
5 If a fire hydrant sells for \$1,500, if all of a sudden  
6 everyone in the industry makes that hydrant cost not  
7 \$1,500 but \$1,200, I don't think you're going to sell  
8 more of them because the marketplace only needs whatever  
9 it's going to need. The marketplace really isn't price  
10 driven.

11 **Q. Is that true for the fittings marketplace as  
12 well?**

13 A. I think so. I think it's true for all of the  
14 waterworks industry.

15 **Q. Would it be fair to say that increasing the  
16 price of waterworks fittings in some cases doesn't  
17 necessarily drive demand down?**

18 A. True.

19 **Q. Or doesn't necessarily drive sales down?**

20 A. No.

21 **Q. The demand for waterworks fittings is relatively  
22 inelastic; is that fair to say?**

23 A. Oh, I'm not really -- could you ask that in a  
24 different way? Perhaps I can answer it in a different  
25 way. If you look at historically the number of housing

1 starts there are, and for a number of years housing  
2 starts were in about the 2 million range. When it was  
3 at 2 million range, for every new housing start, you  
4 could expect to sell X number of fire hydrants.

5 When the marketplace went from 2 million housing  
6 starts to a million five housing starts, the ratio of  
7 fire hydrants you would sell per housing starts really  
8 didn't change much.

9 **Q. Same dynamic on the fittings side?**

10 A. Correct. Now, I'm not as close to the fittings  
11 but I would assume that they're -- it would probably  
12 track.

13 **Q. Sir, I understand that testimony, and I find it  
14 helpful, and I thank you for it. I don't understand how  
15 that relates to whether or not SIGMA would grow the  
16 market under the terms of its agreement with McWane?**

17 A. It may not grow the total market, but it may  
18 grow our portion of the market.

19 **Q. In the sense of converting -- of retaining  
20 domestic specifications?**

21 A. Retaining and converting some non domestic to  
22 domestic.

23 **Q. I understand. Okay. Did you consider SIGMA's  
24 ability to compete against Star Pipe when designing the  
25 MDA and specifically SIGMA's ability to compete with**

1 **Star Pipe in the domestic market when designing the MDA?**

2 A. Chris, I don't specifically recall taking that  
3 into consideration. Whatever we did, we knew that we  
4 were going to have to be selling the product at a  
5 competitive market price, and whatever sets that market  
6 price, whether it's Star, SIGMA, Saramper or whoever it  
7 is, we had to be able to sell the product at whatever  
8 the market price is.

9 **Q. Do you think the MDA helped McWane compete with  
10 Star Pipe in the domestic market?**

11 A. In hindsight, after having been in this for 12  
12 months or something here now? Minimally. I don't think  
13 that it really hurt us, but the benefits weren't that  
14 great either. In fact, the whole ARRA thing wasn't that  
15 great. I wish that it would have been, but, you know.

16 **Q. When you said that the benefits of the MDA  
17 weren't that great for McWane, why do you say that?**

18 A. Oh, I forget the number of tons that we've sold  
19 through SIGMA but I'm guessing it's in that 3, 4, 5,000  
20 ton range, and what we do with them, and I think they'll  
21 probably do for a 12 month period basically, so it's one  
22 of those things it's not very long lasting.

23 And am I glad to have gotten the 3,000, 4-5,000  
24 tons? Yes, but in the grand scheme of things, it's just  
25 not that much.

1 **Q. Would you have made those sales anyway without  
2 the MDA with SIGMA?**

3 A. Well, that's what the debate is. Would we have?  
4 And somewhere in this document are reasons not to sell.  
5 I think Rick Tatman, whoever it was pointed it out, and  
6 said loss of margin, number 2, the first bullet -- loss  
7 of margin, and I think Rick's point was valid. It's  
8 something that needed to be taken into consideration,  
9 but at the end of the day, I felt that we would be  
10 better off to forego the margin and live with the loss  
11 of margin and have SIGMA support our efforts than not,  
12 so that was a risk I was willing to take.

13 **Q. But if you hadn't entered into the MDA -- if you  
14 hadn't entered into the MDA and if SIGMA had not entered  
15 domestic production, so now there are two firms in the  
16 market, McWane selling domestic fittings, and Star Pipe  
17 selling domestic fittings, would you have made all of  
18 the sales that you would have otherwise made through  
19 SIGMA just on your own or would you have lost some of  
20 those sales to Star Pipe?**

21 A. You know, that's a real hypothetical here.  
22 Would Star have started selling domestic made fittings  
23 to SIGMA?

24 **Q. That's one question -- that's one question in  
25 your mind, sir?**

# **Dan McCutcheon Deposition Excerpt**

1 UNITED STATES OF AMERICA  
2 BEFORE THE FEDERAL TRADE COMMISSION  
3 OFFICE OF ADMINISTRATIVE LAW JUDGES  
4 PUBLIC DOCKET NUMBER 9351

5 IN THE MATTER OF MCWANE,  
6 INC., a corporation and  
7 STAR PIPE PRODUCTS, a  
8 limited partnership.

9 \*\*\*\*\*

10  
11 ORAL DEPOSITION OF  
12 DAN MCCUTCHEON  
13 May 16, 2012

14 \*\*\*\*\*

15  
16  
17 ORAL DEPOSITION OF DAN MCCUTCHEON, produced as a  
18 witness at the instance of McWane, Inc., and duly sworn,  
19 was taken in the above-styled and numbered cause on the  
20 16th of May, 2012, from 9:15 a.m. to 5:35 p.m., before  
21 Janet G. Hoffman, CSR in and for the State of Texas,  
22 reported by machine shorthand, at Thompson & Knight LLP,  
23 333 Clay Street, Suite 3300, Houston, Texas, pursuant to  
24 any provisions stated on the record or attached hereto.  
25

1 INDEX  
2 PAGE  
3 Appearances..... 2  
4 DAN MCCUTCHEON  
5 Examination by Mr. Ostoyich..... 6  
6 Examination by Mr. Hassi..... 145  
7 Further examination by Mr. Ostoyich..... 253  
8 Reporter's Certificate..... 260

9 EXHIBITS  
10 NO. DESCRIPTION PAGE  
11 1 E-Mail from witness to Matt Minamyler,  
Susan Schepps, et al., dated 1-14-08 47  
12  
13 2 E-Mails received by witness from Mr.  
Minamyler 1-22-08 and 1-23-08 51  
14 3 E-mails dated 1-22-08 59  
15 4 E-Mail from Matt Minamyler to witness,  
et al., 2-23-08 73  
16  
17 5 E-Mail received by witness from Mr.  
Minamyler 5-1-08 re joint restraints 79  
18 6 E-Mails received by witness from Mr.  
Minamyler 5-6-08 84  
19  
20 7 E-Mail dated 5-6-08 from Dan McCutcheon  
to Ramesh Bhutada 90  
21 8 E-Mail from Matt Minamyler to witness,  
et al., dated 5-12-08 91  
22  
23 9 E-Mail dated 6-2-08 from Matt Minamyler to  
witness, et al., re managing rebates 94  
24 10 E-Mail received by witness dated 3-19-08  
from Thad Long 102  
25

1 APPEARANCES

2 FOR MCWANE, INC.:  
3 MR. JOSEPH A. OSTOYICH  
4 BAKER BOTTS LLP  
5 The Warner  
6 1299 Pennsylvania Avenue,NW  
7 Washington, D.C. 20004-2400  
8 202.639.7905  
9 202.639.1163 fax  
10 joseph.ostoyich@bakerbotts.com

11 FOR FEDERAL TRADE COMMISSION:  
12 MR. EDWARD D. (TED) HASSI  
13 UNITED STATES - Bureau of Competition  
14 600 Pennsylvania Avenue, N.W., Room 360  
15 Washington, D.C. 20580  
16 202.326.2813  
17 202.326.2884 fax  
18 ehassi@ftc.gov

19 FOR STAR PIPE PRODUCTS, LTD.:

20 MR. GREGORY S.C. HUFFMAN  
21 THOMPSON & KNIGHT LLP  
22 One Arts Plaza  
23 1722 Routh Street, Suite 1500  
24 Dallas, Texas 75201  
25 214.969.1144  
214.969.1751 fax  
gregory.huffman@tklaw.com

ALSO PRESENT:

RISHI BHUTADA

1 11 E-Mail from Thad Long to witness dated  
3-19-08 regarding DIFRA 104  
2  
3 12 E-Mails from Wood Herren, Thad Long  
dated April/May 2008 107  
4 13 E-Mail from witness to Margaret Powell  
dated 6-5-08 113  
5  
6 14 E-Mail from witness to Mr. Brakefield  
dated 6-5-08 115  
7 15 E-Mail dated 6-17-08 with attached Sellers  
Richardson report of trade tons shipped for  
year end 2006, 2007 through 4-30-08 120  
8 16 United States International Trade  
Commission transcript excerpt 128  
9  
10 17 E-Mail sent to witness with attached  
11 fittings market Excel spreadsheet 130  
12 CX 1872  
Sales and Margin Report 145  
13  
14 CX 0035  
Tyler's U.S. map with state multipliers 165  
15 CX 0884  
E-mail dated 2-3-09 re pink slips 170  
16  
17 CX 0862  
Sigma's announcement of price increase 175  
18 CX 0526  
Letter dated 5-7-08 from Jerry Jansen 177  
19  
20 CS 0048  
Summary of third meeting to establish  
trade association for ductile waterworks  
21 fittings dated 11-21-06 192  
22 CX 1085  
E-mail from Mr. Long dated 4-25 195  
23  
24 CX 0814  
E-mail dated 8-25-08 to witness from  
Mr. Minamyler 209  
25

1 company, while you were vice president of sales -- I'm  
2 not asking you currently, but it looks to me like the  
3 company had multipliers that differed, depending on  
4 which part of the country you're in. Is that fair?

5 A. Yes, sir.

6 Q. Why is that? Why do you have different  
7 multiplier pliers in different parts of the country?

8 A. Are you talking about the published multiplier?

9 Q. Correct.

10 A. The published multiplier, we would follow what  
11 McWane would publish and we would use the multiplier  
12 pliers that they used.

13 Q. And does that mean that McWane had different  
14 multiplier pliers in the different regions of the  
15 country and you would follow that?

16 A. Yes, sir.

17 Q. And why are there different multipliers in  
18 different regions of the country? Do you know?

19 MR. HUFFMAN: Objection. Foundation.

20 A. No, sir.

21 Q. (By Mr. Ostoyich) Did you see different  
22 pricing in different regions of the country, different  
23 demand, how fast housing was growing or slowing down?

24 MR. HASSI: Object to the form.

25 A. Yes, sir.

1 referred to net pricing. Tell me a little bit about  
2 that. What's net pricing?

3 A. It's one of our terms for what we actually sell  
4 the customer. The net pricing internally includes a lot  
5 of variable costs. It includes a rebate that we pay the  
6 customer, cash discounts, freight allowances, and a  
7 lower price, to start with off, of the published  
8 multiplier.

9 Q. I've seen an acronym in some of your documents,  
10 SPR, I think --

11 A. Yes, sir.

12 Q. -- special pricing request? Does that sound  
13 right?

14 A. Yes, sir.

15 Q. What's a special pricing request at Star?

16 A. We start with the list price and then the  
17 published multiplier, but the project ends up selling at  
18 a price that we think we need to sell it to get the  
19 order. When the salesperson in the field collects  
20 enough information that he thinks he knows what price we  
21 need to go to, he submits an SPR up through sales  
22 management to get approval. A shorter answer would be  
23 the SPR is the template in the process that a request  
24 has to come through management to get approval to sell  
25 the job at that price.

1 Q. (By Mr. Ostoyich) Is it fair of me to think,  
2 Mr. McCutcheon, that there are different amounts of  
3 fittings and pipe and other waterworks projects demanded  
4 in the southeast and Florida during the height of the  
5 housing market than that are southeast and Florida  
6 today?

7 MR. HASSI: Object. Form.

8 A. Yes, sir.

9 Q. (By Mr. Ostoyich) Market has crashed since  
10 2006-2007?

11 A. Yes, sir.

12 Q. And I take it sales, in general, waterworks  
13 projects and fittings, specifically, are way down in the  
14 southeast. Is that fair?

15 A. We believe so.

16 Q. If you had to compare at the height of the  
17 market, when the housing market was really hot, was  
18 Florida exactly the same price as the multiplier in  
19 Pacific northwest?

20 A. When you say the same price, are you referring  
21 to the published multiplier?

22 Q. Yes. Thank you for that.

23 A. I don't recall.

24 Q. Now, you said that the published multiplier is  
25 the starting point for the ceiling, and then you

1 Q. Is that referred to internally as a pink slip?

2 A. Yes, sir. A pink or pink sheet, yes, sir.

3 Q. Fair enough. Now, am I right, Mr. McCutcheon,  
4 that the SPR request is a request to price at a price  
5 lower than the published multiplier in that different  
6 region?

7 A. Yes, sir.

8 Q. And is that typically a request that's  
9 submitted by a salesperson to win a particular job  
10 that's out there?

11 A. Yes, sir.

12 Q. All right. How does the company determine --  
13 or how did the company determine when you were vice  
14 president of sales whether to offer a lower price below  
15 the multiplier for a given job? What sort of factors  
16 did you weigh?

17 A. What the competitive pricing was.

18 Q. And when you say what the competitive pricing  
19 was, what do you mean by that?

20 A. Our salespeople were responsible for finding  
21 out the price that they felt we needed to be to win that  
22 order.

23 Q. And so how would they do that, typically?

24 Would they talk to customers? What was the process?

25 A. Yes, sir, talk to customers.

1 Q. And after receiving word from your sourcing  
 2 people in a manager's meeting in late 2007, what steps  
 3 did Star take or what steps did you pursue to address  
 4 those cost increases, if any?  
 5 A. I met with Matt Minamyler and told Matt what we  
 6 expected to happen, and I told him that he needed to be  
 7 more involved with the SPR process because we weren't  
 8 real sure how this was going to impact us.  
 9 Q. Do you recall when you met with Matt on that  
 10 issue?  
 11 A. No, sir.  
 12 Q. Did you give him any instructions with regard  
 13 to the SPR process, other than I need you to be more  
 14 involved?  
 15 A. Yes, sir.  
 16 Q. What other instructions did you give him?  
 17 A. It's not much more than what you just said, but  
 18 I told him that he needed to be personally involved with  
 19 the approval process because I was uncomfortable with  
 20 the process, the way it was working out at the time. It  
 21 was too loose, in my estimation. So on one hand, I was  
 22 concerned that we had costs going to a place that we  
 23 were uncomfortable with, and we didn't know where they  
 24 were going to go. And then on the other hand, I felt  
 25 that our sales force was procedurally not real solid.

1 Q. Did you give him any instructions in terms of  
 2 how to address the lack of procedural solidity that you  
 3 thought existed in the sales force?  
 4 A. I did. I don't remember specifically what I  
 5 said to him, other than I know I told him that he needed  
 6 to personally get involved.  
 7 Q. Did you tell him that Star needed to stop  
 8 project pricing?  
 9 A. No.  
 10 Q. Did you tell him that Star needed to tell its  
 11 customers that you would no longer project price?  
 12 A. No.  
 13 Q. Did you tell him to send the e-mail that we  
 14 looked at earlier today that was Exhibit 1 -- or maybe  
 15 it's 2. Let's look at it to make sure. I think it's 2.  
 16 It is 2?  
 17 A. Okay. I've got it.  
 18 Q. And the first-in-time e-mail, which appears at  
 19 the bottom of page 2, carrying over to page 3 that was  
 20 sent on January 22nd, 2008, did you instruct Mr.  
 21 Minamyler to take that position with the sales force?  
 22 A. No, sir.  
 23 Q. Do you believe that this e-mail is the result  
 24 of the meeting that you had with him about tightening up  
 25 on his control of the sales force?

1 A. Yes, sir.  
 2 Q. And tell me why you believe that.  
 3 A. Matt, in general, was, and in this time period,  
 4 a very big delegator. He liked to pass down as much of  
 5 the decision-making process as possible. And I was  
 6 trying to get him to stop doing that. I was very direct  
 7 with him about that. And I believe that that's where  
 8 this -- I think that's where these came from.  
 9 Q. Do you believe that this also came from the  
 10 letter that we saw that was Exhibit 1, the McWane  
 11 announcement that went out in or about January 11th,  
 12 2008?  
 13 MR. HUFFMAN: Objection. Foundation.  
 14 MR. HASSI: Objection. Go ahead.  
 15 Q. (By Mr. Hassi) Take it look at it, Exhibit 1.  
 16 A. Can you ask me again?  
 17 Q. Yes, sir. Do you believe that the e-mail that  
 18 Mr. Minamyler sent out that is part of Exhibit 2 was  
 19 related to the letter that McWane put out that is  
 20 Exhibit 1, the second page of that?  
 21 A. When you say related, what do you mean?  
 22 Q. Do you think that Tyler's letter triggered Mr.  
 23 Minamyler's e-mail in any way?  
 24 MR. HUFFMAN: Objection. Foundation.  
 25 MR. OSTOYICH: Same objection. Go ahead.

1 A. I don't know.  
 2 Q. (By Mr. Hassi) Do you recall testifying  
 3 previously that you believed that the two were related?  
 4 A. I don't remember testifying that, but I think I  
 5 could have because of the dates and because in No. 1  
 6 McWane said Jerry Jansen said that increases were  
 7 coming. And then Matt is setting up a procedure  
 8 internally for us to take care of changes in the market,  
 9 I have to go back to your question, Do I think they're  
 10 related? I would have to say yes, in fact.  
 11 Q. In fact, Mr. Minamyler, in his e-mail,  
 12 specifically references the Tyler letter, does he not,  
 13 in the bold in the middle of the page? It says the  
 14 Tyler letter states they will honor their existing  
 15 project pricing only until March 1st?  
 16 A. I think I saw that. I was on the wrong page.  
 17 Sorry. Yes, sir.  
 18 Q. And when you read Exhibit 1, you understood  
 19 that there was a reference in here to Tyler stopping  
 20 project pricing, did you not?  
 21 A. Yes, sir, I did.  
 22 MR. OSTOYICH: Object to the way it's  
 23 phrased, but go ahead.  
 24 Q. (By Mr. Hassi) And you thought it was unusual,  
 25 to say the least, for Mr. Minamyler to say that Star was

1 going to stop project pricing. Right?  
 2 A. Yes, sir.  
 3 Q. In fact, project pricing was a core part of  
 4 Star's sales strategy at this point in time, was it not?  
 5 A. Yes, sir.  
 6 Q. You had grown market share by offering project  
 7 pricing and undercutting your competitors prior to this  
 8 time. Am I right?  
 9 A. Yes, sir.  
 10 MR. OSTOYICH: Objection. Form. Go ahead.  
 11 Q. You spent some time earlier this morning  
 12 looking at the e-mail, which is the second one in time,  
 13 Mr. Minamyers e-mail, in which he goes through the  
 14 procedures for the upcoming price increase. Do you  
 15 recall those questions?  
 16 A. Yes, sir.  
 17 Q. And if you'd take a look in that e-mail, you'll  
 18 see in the last paragraph at the bottom of page 2, it  
 19 says the territory managers and division managers will  
 20 follow the procedure below to make sure they are telling  
 21 their customers that it is coming and that we can no  
 22 longer project price. Do you see that?  
 23 A. Yes, sir.  
 24 Q. Do you recall Mr. Minamyers giving instructions  
 25 to the sales force to go out to your customers and

1 instruct them that Star would no longer be accepting  
 2 project pricing?  
 3 A. No, sir.  
 4 Q. But you were aware, were you not, that those  
 5 were the instructions he was giving?  
 6 A. I don't think I was.  
 7 Q. You read the letter when it went out, didn't  
 8 you, sir -- I mean this e-mail?  
 9 A. I don't know if I read this e-mail or not. The  
 10 reason I say that is, if I saw something like that, I  
 11 think I would have objected because it's unusual because  
 12 that's what we do. We project price.  
 13 Q. You spent a lot of time this morning answering  
 14 questions about these e-mails, and I just want to make  
 15 sure I understand. You don't recall reading these  
 16 e-mails at the time you received them back in January.  
 17 Is that what you're telling us?  
 18 A. Yes, sir.  
 19 Q. Yes, you don't recall, or yes, you do recall?  
 20 A. Yes, sir, I do not recall reading these e-mails  
 21 when they came out.  
 22 Q. And so the testimony that you gave in response  
 23 to McWane's counsel's questions about these e-mails, you  
 24 were interpreting it as you read it, sitting here today.  
 25 Is that fair?

1 MR. OSTOYICH: Object to the form. Go  
 2 ahead.  
 3 A. Yes, sir. And in a prior testimony, this  
 4 letter was shown to me in another deposition at some  
 5 point. I don't remember which one, but I read it  
 6 before.  
 7 Q. (By Mr. Hassi) And you remember when you read  
 8 it before, you were surprised at the instructions that  
 9 Mr. Minamyers was giving your sales force. Is that fair?  
 10 MR. OSTOYICH: Objection. Form. It says  
 11 what it say. Go ahead.  
 12 A. Yes, sir.  
 13 Q. (By Mr. Hassi) And you don't doubt that you  
 14 received it and read at least the first of these --  
 15 first in time of these e-mails at the time back in  
 16 January 2008, do you, sir?  
 17 MR. HUFFMAN: Objection. Form.  
 18 MR. OSTOYICH: Objection. Form.  
 19 Q. (By Mr. Hassi) Let me ask it a different way.  
 20 If you look at what was marked as Exhibit 3 -- it's one  
 21 with landscape.  
 22 A. Got it.  
 23 Q. If you look at this, you'll see that you  
 24 received Mr. Minamyers e-mail that is encompassed at  
 25 the last couple of pages of Exhibit 2 --

1 A. Yes, sir.  
 2 Q. -- dated January 22. And you responded to it  
 3 with e-mails of your own, including one on the first  
 4 page where you say, From what? question mark. You see  
 5 that right?  
 6 A. Yes, sir.  
 7 Q. So you received it and at least at some level  
 8 read it back in January 2008. Fair?  
 9 MR. HUFFMAN: Objection. Form.  
 10 A. I really don't know.  
 11 Q. (By Mr. Hassi) And do you recall any  
 12 discussion with Mr. Minamyers about stopping project  
 13 pricing?  
 14 A. No, sir.  
 15 Q. And do you remember any discussion with Mr.  
 16 Minamyers about giving instructions to the sales force  
 17 that Star was going to pull back on project pricing?  
 18 MR. OSTOYICH: Just to clarify, at any time  
 19 in 2008 or at any time?  
 20 MR. HASSI: In the January 2008 time frame.  
 21 A. And can you define pull back?  
 22 Q. Sure. And I guess what I'm getting at -- and  
 23 it's probably not a very clear question -- you talked  
 24 earlier about talking to Mr. Minamyers about controlling  
 25 the sales force. In controlling the sales force, did

1 within Star?  
 2 A. Not to me and not to the people that I talk to,  
 3 but I did see it in some e-mails through this  
 4 FTC . . .  
 5 Q. In other words, you don't recall seeing it  
 6 before the process of this investigation but you have  
 7 seen some e-mails in this investigation that refers to  
 8 the word cheating?  
 9 A. Yes, sir, I have.  
 10 Q. Let's take that break.  
 11 (Break taken.)  
 12 Q. (By Mr. Hassi) Do you at some point recall  
 13 learning that Sigma in 2008 was buying fittings from  
 14 Tyler?  
 15 MR. OSTOYICH: Let me object to the form,  
 16 but go ahead.  
 17 A. Yes, sir.  
 18 Q. (By Mr. Hassi) And do you recall, as a result,  
 19 getting some information -- well, strike that. Do you  
 20 recall learning that in the negotiations between Sigma  
 21 and Tyler, Tyler stated they are now the low-cost  
 22 producer and so they can prove it?  
 23 MR. OSTOYICH: Same objection, but go  
 24 ahead.  
 25 A. I don't recall that.

1 (Exhibit 0534 marked.)  
 2 Q. (By Mr. Hassi) Let me show you a document we  
 3 marked as Exhibit 534. This is an e-mail that -- the  
 4 topmost e-mail is one you sent in the regular course of  
 5 your business at Star?  
 6 A. It appears so.  
 7 Q. And do you see in this e-mail you report about  
 8 Sigma buying fittings from China because they could get  
 9 them cheap -- excuse me -- buying -- let me back up.  
 10 Do you see that you talk about Sigma buying  
 11 fittings from Tyler because they could get them for  
 12 cheaper than they could get them from China?  
 13 MR. OSTOYICH: The way that's phrased, I'll  
 14 object to it. Go ahead.  
 15 A. I see what you're talking about. Let me read  
 16 the paragraph real quick.  
 17 Q. (By Mr. Hassi) Sure.  
 18 A. Yes, sir.  
 19 Q. Do you see you report to Mr. Bhutada and others  
 20 information about what Tyler said to Sigma during this  
 21 negotiation?  
 22 MR. OSTOYICH: The way that's phrased, I  
 23 object to it.  
 24 A. Can you say that again?  
 25 Q. (By Mr. Hassi) Do you see you make the

1 statement, During the negotiation, Tyler stated they are  
 2 now the low-cost producer and said they could prove it?  
 3 Do you see that?  
 4 A. Yes, sir.  
 5 Q. That's something you wrote. Right?  
 6 A. Yes, sir.  
 7 Q. And you're reporting on negotiations between  
 8 Tyler and Sigma. Correct?  
 9 MR. OSTOYICH: The way it's phrased, I'm  
 10 going to object to it.  
 11 A. As it was told to me, that's correct.  
 12 Q. (By Mr. Hassi) And who told it to you?  
 13 A. I don't recall. It was one of our salespeople  
 14 that got it from a customer. And it was either -- I  
 15 don't remember, but it was one of our salespeople.  
 16 That's how we found out about this. And I don't even  
 17 know if it's true. It came from one of our salespeople.  
 18 Q. One of your salespeople found out from a  
 19 customer information from a negotiation between Tyler  
 20 and Sigma?  
 21 A. Correct.  
 22 Q. And what is the import that Tyler stating  
 23 they're now the low-cost producer, if anything?  
 24 MR. OSTOYICH: Well, with the way it's  
 25 phrased, I'll object to it; but go ahead.

1 A. I don't know.  
 2 Q. (By Mr. Hassi) Does that affect in any way the  
 3 way you approach your business?  
 4 MR. HUFFMAN: Objection. Form.  
 5 A. No, sir.  
 6 Q. (By Mr. Hassi) Does it affect your pricing at  
 7 all if McWane can produce fittings more cheaply than you  
 8 can?  
 9 MR. OSTOYICH: Well, I'll object to the  
 10 form; but go ahead.  
 11 A. No, sir.  
 12 Q. (By Mr. Hassi) Do you have to be careful about  
 13 getting into a price war with someone whose costs are  
 14 lower than yours?  
 15 MR. OSTOYICH: Objection. Form.  
 16 A. I don't know how to answer that. I don't know  
 17 that their costs are lower. And regardless of what  
 18 their pricing is, we will price to the point that it's  
 19 profitable for Star Pipe. So it doesn't matter to me if  
 20 their costs are lower. We have a business to run, so we  
 21 will only go to the point that we can run a profitable  
 22 business.  
 23 Q. (By Mr. Hassi) So you might not be able to  
 24 offer as deep a discount as the lower-cost producer.  
 25 Right?

1 MR. OSTOYICH: I object to the way it's  
 2 phrased, but go ahead.  
 3 A. I don't know that.  
 4 Q. (By Mr. Hassi) You don't know when your  
 5 conversation with Mr. Rybacki was about this subject?  
 6 A. That's correct. I believe my conversation with  
 7 Mr. Rybacki was well after this point. I don't remember  
 8 talking to him when this was coming down. I spoke to  
 9 Victor. And I don't recall speaking to Larry about it  
 10 at the time. There was a time that I said to Larry,  
 11 "See, I told you."  
 12 Q. "See, I told you they would misuse the DIFRA  
 13 data"?  
 14 A. Yeah, that joining DIFRA would somehow have a  
 15 negative impact.  
 16 Q. And you understood that that list price  
 17 revision by McWane had a negative impact on Sigma and  
 18 Star?  
 19 A. It's logical that it would have, yeah, and on  
 20 McWane. It would have had a negative impact on all of  
 21 us.  
 22 Q. Well, it wouldn't have had a negative impact if  
 23 they had a very small share in large diameter fittings  
 24 and a larger share in smaller diameter. Right?  
 25 MR. OSTOYICH: Object to the form, but go

1 ahead.  
 2 A. That, I don't know.  
 3 Q. (By Mr. Hassi) But in theory, it could be  
 4 neutral for McWane but negative for Star and Sigma if  
 5 you're differently situated in terms of diameter of the  
 6 fittings you're selling. Right?  
 7 MR. HUFFMAN: Objection. Form.  
 8 MR. OSTOYICH: Objection.  
 9 A. I guess any of that's possible.  
 10 Q. (By Mr. Hassi) And that was your impression at  
 11 the time, was that they'd done this in a way using the  
 12 data to negatively impact Star, at least. Right?  
 13 A. That's correct.  
 14 Q. Now, you mentioned talking with Mr. Pais. Mr.  
 15 Pais called you to talk about this list price before  
 16 Star made had a decision about whether or not it was  
 17 going to follow McWane?  
 18 A. No, sir.  
 19 Q. Had you announced that you were going to follow  
 20 McWane at the time that Mr. Pais called you?  
 21 A. I don't know that we had formally announced,  
 22 but I had already decided -- the conversation that I had  
 23 with Mr. Pais on the phone, I told him in that phone  
 24 call that we were -- we were following.  
 25 Q. Now, before you told -- well, strike that. The

1 call with Mr. Pais in which you told him that you were  
 2 going to follow McWane was before you had the call with  
 3 Mr. Tatman. Right?  
 4 A. That's correct.  
 5 MR. OSTOYICH: Objection to the form, but  
 6 go ahead.  
 7 Q. (By Mr. Hassi) And you called Mr. Tatman to  
 8 have additional information about making your decision  
 9 about whether or not to follow McWane, didn't you?  
 10 A. No, sir.  
 11 Q. Didn't Mr. Pais create some doubt in your mind,  
 12 because of the stance that Sigma was taking with regard  
 13 to the list price, as to whether the market was going to  
 14 follow Sigma or the market was going to follow McWane  
 15 and, therefore, Star needed more information before  
 16 deciding which way to go?  
 17 A. No, sir.  
 18 Q. You were going to follow McWane no matter what?  
 19 A. That's correct.  
 20 Q. And so your call to Mr. Tatman had no purpose?  
 21 A. That's incorrect.  
 22 Q. What was the purpose of your call to Mr.  
 23 Tatman?  
 24 MR. OSTOYICH: Objection, but go ahead.  
 25 A. Mr. Pais told me that he was very confident

1 that he was going to change McWane's mind, and he told  
 2 me that he had -- I believe in that phone conversation  
 3 he told me he had spoken to SIP-Serampore, and that I  
 4 think he had insinuated he had already spoken to McWane  
 5 and that he felt that they weren't going to make that  
 6 change. And he was encouraging me to join them to give  
 7 strength to their not being a change in the price list  
 8 to McWane.  
 9 Now, I told the purpose of the phone call  
 10 -- well, Victor called me on the price list, and I told  
 11 him on that phone call we're following McWane, that  
 12 that's what we do, up, down, sideways. Through the  
 13 market leader, our customers require it. That's what  
 14 we're going to do.  
 15 I did have a doubt in the back of my  
 16 mind -- I wanted to make sure before we moved ahead and  
 17 printed all these price lists, so I called Rick just to  
 18 make sure. I said, "Are you guys sticking with your  
 19 price list change?"  
 20 And he said, "Yes."  
 21 I said, "Thank you. That's all I needed to  
 22 know."  
 23 Q. In the course of your conversation with Mr.  
 24 Tatman, did you inform him that you would be following  
 25 McWane?

1 A. No, sir.

2 Q. Did you give him any information that would  
3 cause him to be confident that Star was going to follow  
4 McWane?

5 A. No, sir.

6 MR. OSTOYICH: Objection to the form, the  
7 way it's phrased.

8 Q. Are you certain of that?

9 MR. OSTOYICH: Same objection.

10 A. No, sir.

11 Q. (By Mr. Hassi) You're not certain?

12 A. I'm not certain. What I remember in the phone  
13 call is Rick -- I mean, I've only talked to the guy a  
14 few times, but he's a very black-and-white  
15 operations-minded guy. He will not -- and he and I  
16 talked about this when we were at dinner -- we would not  
17 have an inappropriate conversation. He made it crystal  
18 clear to me and I made it crystal clear to him it wasn't  
19 ever going to happen.

20 Q. That was a subject that the two of you  
21 discussed at the time you had dinner --

22 A. When we had dinner, we said, Look, we'll talk  
23 about your history and your life and your children and  
24 your dog. And we just agreed that that's the kind of  
25 relationship we're going to have. We will not talk

1 about -- and he was evidently brought up and trained  
2 that way. I was brought up and trained that way. So we  
3 just kind of got it off the table and went down the  
4 road.

5 When I called him on the phone, it was a  
6 very strange phone call. It lasted seconds, not  
7 minutes. And I asked him, "Are you guys going to stick  
8 with this price list?"

9 And he said, "Yes."

10 And I remember saying, "That's really all I  
11 needed to know. We're getting ready to spend 25 grand  
12 to print it, and I don't want to have to spend \$25,000  
13 and retract it."

14 Q. And did you say to you in words or in  
15 substance, "If I retract it, McWane will pay the \$25,000  
16 cost"?

17 MR. OSTOYICH: Objection to the form, the  
18 way it's phrased.

19 A. He didn't say McWane. He said, "I'll pay the  
20 25" -- it was a laughing matter at the time, joking.  
21 And he said, "That's what we're doing."

22 I said, "Look, I don't want to spend 25  
23 grand and then have to turn around and reprint." And he  
24 says, "I'm so sure we're going to continue to do it.  
25 I'll pay the 25 grand." We laughed and hung up the

1 phone.

2 Q. (By Mr. Hassi) At the time you called him, did  
3 you believe, based on your conversation with Mr. Pais,  
4 that McWane had some uncertainty as to how it might  
5 proceed?

6 MR. OSTOYICH: I'll object to the form, but  
7 go ahead.

8 A. Can you ask that again?

9 Q. (By Mr. Hassi) Let me back up a second.  
10 You're aware -- you've spoken to Mr. Pais, you  
11 previously testified, once or twice a year over the  
12 years?

13 A. Something like that, yeah.

14 Q. You testified previously about him calling  
15 Mr. Bhutada and beating him down, among other things, on  
16 price, about the price that Star was charging in the  
17 market?

18 MR. HUFFMAN: Objection. Form.

19 A. Mostly about our behavior that was  
20 price-driven. Correct.

21 Q. (By Mr. Hassi) And when you say your behavior  
22 that was price-driven, about Star offering discounts in  
23 the market and bringing down prices. Right?

24 A. Yes, sir.

25 MR. HUFFMAN: Objection. Form.

1 Q. (By Mr. Hassi) And he made similar calls to  
2 you, did he not, sir, about what you call the beatdown  
3 on pricing?

4 MR. HUFFMAN: Same objection.

5 A. Yes, sir.

6 Q. (By Mr. Hassi) And he would also -- is it fair  
7 to say that, from time to time, he would brag about the  
8 relationship he had with McWane?

9 MR. OSTOYICH: Object to the form of that,  
10 but go ahead.

11 A. Yes, sir.

12 Q. (By Mr. Hassi) And he told you he had a  
13 trusting relationship with Rufner Page?

14 MR. OSTOYICH: Objection to the form, but  
15 go ahead.

16 A. Yes, sir.

17 Q. (By Mr. Hassi) And when he called you to talk  
18 about the price increase -- excuse me -- the list price  
19 revision in 2009, he intimated that he had spoken to  
20 McWane about it. Is that right?

21 MR. OSTOYICH: I had a couple of different  
22 objections, but object to the form. Go ahead.

23 A. Yes, sir.

24 Q. (By Mr. Hassi) I mean, you came away from your  
25 call with Mr. Pais with the impression that he had

Page 451

1 I don't know, we could go pull SPRs at the time and  
 2 figure it out, but I will almost guarantee you that that  
 3 didn't happen. This looks to me like Matt's attempt at  
 4 being strong, tightening up on his sales guys, and  
 5 saying a couple of inappropriate things, but  
 6 following -- attempting to follow to the letter of the  
 7 law of Jerry Jansen's letter is what it looks like to  
 8 me.  
 9 Q. Are you aware of similar policies with respect  
 10 to effective dates on other price increases at Star  
 11 before or since?  
 12 A. Yes, one just happened Friday. I turned out an  
 13 email probably two weeks ago to our guys and I said,  
 14 Look, there's no more project, we're not going to use  
 15 the old price list after April the 30th. Period.  
 16 I have since received easily 150 special pricing  
 17 requests. I tried to shut it down, I tried to minimize  
 18 the number of SPRs I was going to get. I'm sure it  
 19 helped. I still was inundated with special pricing  
 20 requests.  
 21 Once again, I don't like some of this, like I  
 22 said, but our standard procedure, we have duplicated  
 23 over and over and we're right in the middle of doing it  
 24 again. It was follow the price list, follow the  
 25 multiplier, renew our commitment to minimizing special

Page 452

1 price requests and following the procedure and I'm  
 2 living it right now.  
 3 Q. So, let's see if we can get all in one place in  
 4 the record what is making you uncomfortable about these  
 5 documents. It sounds as if some of it is just a, you  
 6 know, a reiteration of existing Star practice. Getting  
 7 written authorization for special pricing, for example.  
 8 A. That's correct.  
 9 Q. Is it fair to say that telling customers that  
 10 there is no more project pricing, is that an unusual  
 11 step for Star?  
 12 A. It's bizarre.  
 13 Q. And communicating the same thing internally to  
 14 the DMs and the TMs, is that an unusual step for Star?  
 15 A. Telling them that we're stopping it, is unusual.  
 16 Telling them that we need to minimize it, is normal,  
 17 happens every time there's an increase. There's a --  
 18 there is a new rash of emails concerning let's do better  
 19 this time, every time there's a price increase, and once  
 20 again, I am leading it and I'm doing it right now on the  
 21 one that we've got. This language is too strong and  
 22 it's irrational, to me.  
 23 Q. And the second thing that sounds as if it may be  
 24 a departure from common Star practice, either before or  
 25 since, is the conversations with the customers to

Page 453

1 attempt to hold pricing?  
 2 A. Yeah, that's not even -- that's not logical. I  
 3 mean, once again, it looks to me like Matt is attempting  
 4 to do the best job that he can at punching his guys in  
 5 the nose and trying to back them up and unfortunately,  
 6 he exaggerated some points and plagiarized them out of  
 7 Jerry Jansen's letter, is what it looks like.  
 8 (Government Deposition Exhibit Number 44,  
 9 Smith/McCutcheon Email Re: Tulsa Bid, was referenced  
 10 for identification.)  
 11 BY MR. RENNER:  
 12 Q. If I can show you another document that we have  
 13 had previously marked as Exhibit 44, I am finished with  
 14 that exhibit.  
 15 A. Okay.  
 16 Q. Sir, for the record, Exhibit 44 bears the Bates  
 17 stamp MESP0010300. Take a moment to familiarize  
 18 yourself with Exhibit 44, sir, and let me know when  
 19 you've finished.  
 20 A. Yes, sir.  
 21 Q. You've seen Exhibit 44, sir?  
 22 A. Yes, sir.  
 23 Q. What is it?  
 24 A. It's an email chain from Shaun Smith to me and  
 25 Matt, on a Tulsa bid, on it looks like a city bid for

Page 454

1 Tulsa, and then me to Matt, give me more information,  
 2 and then Matt to me and Shaun, this is one of our  
 3 customers that bid under the state multiplier, it's  
 4 about the Tulsa bid sleeves. And then Shaun with an  
 5 email to the customer that -- Chris Antos is a customer,  
 6 thanking them -- oh, telling them that one of their  
 7 competitors purchased sleeves from a competitor, SIGMA.  
 8 Q. What as a practical matter did you think that  
 9 Mr. Minamyler was communicating to you in his email to  
 10 you of Wednesday, April 2nd, in Exhibit 44?  
 11 A. I'll have to read it again. That we didn't give  
 12 special pricing and SIGMA did.  
 13 Q. And Mr. Minamyler's email closes with the  
 14 sentence, quote -- and this is his email to you, "they,"  
 15 meaning I assume SIGMA. Do you agree with that?  
 16 A. Yes, sir.  
 17 Q. Okay, so, "They," meaning SIGMA, "should be very  
 18 careful if they want to hold this price increase, as we  
 19 will not lose our partners or any more orders because  
 20 they are not responsible in the market."  
 21 Any idea why Mr. Minamyler would be telling you  
 22 what SIGMA needs to do in order to hold the price  
 23 increase?  
 24 A. Other than it looks like he's telling me they  
 25 did some project pricing.

CONFIDENTIAL EXHIBIT

REDACTED IN ENTIRETY

**Dan McCutcheon**  
**Volume 1**  
**Investigational Hearing Excerpt**

CONFIDENTIAL EXHIBIT

REDACTED IN ENTIRETY

**Dan McCutcheon**  
**Volume 2**  
**Investigational Hearing Excerpt**

# **Matthew Minamyer Deposition Excerpt**

1 UNITED STATES OF AMERICA  
 2 FEDERAL TRADE COMMISSION  
 3 OFFICE OF ADMINISTRATIVE LAW JUDGES  
 4 IN THE MATTER OF : DOCKET NO. 9351  
 5 :  
 6 McWANE, INC., :  
 7 A CORPORATION, AND :  
 8 :  
 9 :  
 10 STAR PIPE PRODUCTS, LTD.,:  
 11 A LIMITED PARTNERSHIP, :  
 12 RESPONDENTS. :  
 13 :  
 14 May 9, 2012  
 15 :  
 16 HIGHLY CONFIDENTIAL  
 17 :  
 18 Oral deposition of MATTHEW MINAMYER,  
 19 taken pursuant to notice, was held at Ballard Spahr,  
 20 LLP, 1735 Market Street, 51st Floor, Philadelphia,  
 21 Pennsylvania 19103, commencing at 9:12 a.m., on the  
 22 above date, before Dana Marie Foschini, Professional  
 23 Court Reporter and Notary Public in and for the  
 24 Commonwealth of Pennsylvania.

1 APPEARANCES:  
 2 MAYNARD COOPER & GALE, PC  
 3 BY: J. ALAN TRUITT, ESQUIRE  
 4 1901 Sixth Avenue North  
 5 2400 AMSouth/Harbert Plaza  
 6 Birmingham, AL 35203  
 7 (205) 254-1075  
 8 Representing McWane, Inc.  
 9 THOMPSON & KNIGHT, LLP  
 10 BY: GREGORY S.C. HUFFMAN, ESQUIRE  
 11 One Arts Plaza  
 12 1722 Routh Street  
 13 Suite 1500  
 14 Dallas, TX 75201  
 15 (214) 969-1144  
 16 Representing Star Pipe Products, Ltd.  
 17 BALLARD SPAHR, LLP  
 18 BY: JASON A. LECKERMAN, ESQUIRE  
 19 1735 Market Street  
 20 51st Floor  
 21 Philadelphia, PA 19103  
 22 (215) 864-8999  
 23 Representing Sigma and Matthew Minamymer  
 24 FEDERAL TRADE COMMISSION  
 25 BY: EDWARD HASSI, ESQUIRE  
 26 600 Pennsylvania Avenue, NW  
 27 Washington, DC 20580  
 28 (202) 326-2470  
 29 Representing the Federal Trade Commission  
 30 ALSO PRESENT:  
 31 Matthew A. White, Esquire, Ballard Spahr, LLP  
 32 :  
 33 :  
 34 :

1 - - -  
 2 I N D E X  
 3 - - -  
 4 MATTHEW MINAMYER PAGE  
 5 By Mr. Truitt 6, 252  
 6 By Mr. Hassi 96, 255  
 7  
 8  
 9 - - -  
 10 E X H I B I T S  
 11 - - -  
 12 NO. DESCRIPTION PAGE  
 13 Minamymer-1 E-mail dated 1/22/08 37  
 14 Minamymer-2 E-mail dated 2/23/08 44  
 15 Minamymer-3 E-mail dated 3/3/08 50  
 16 Minamymer-4 E-mails dated 5/5/08 54  
 17 and 5/6/08  
 18 Minamymer-5 E-mail dated 5/20/08 61  
 19 Minamymer-6 E-mail dated 6/2/08 64  
 20 Minamymer-7 E-mails dated 6/18/08 68  
 21 and 6/19/08  
 22 Minamymer-8 E-mail dated 11/25/08 69  
 23 Minamymer-9 E-mails dated 4/11/08, 75  
 24 4/12/08 and 4/14/08  
 25 Minamymer-10 E-mails dated 4/12/08, 76  
 26 4/14/08 and 4/15/08  
 27 Minamymer-11 E-mails dated 5/8/08, 77  
 28 5/9/08, and 5/14/08

1 - - -  
 2 E X H I B I T S  
 3 - - -  
 4 NO. DESCRIPTION PAGE  
 5 Minamymer-12 E-mails dated 5/29/08 77  
 6 and 6/2/08  
 7 Minamymer-13 E-mails dated 6/11/08, 78  
 8 6/13/08, and 6/16/08  
 9 Minamymer-14 E-mails dated 6/13/08 79  
 10 and 6/16/08  
 11 Minamymer-15 E-mails dated 6/20/08, 79  
 12 6/21/08, and 6/23/08  
 13 Minamymer-16 E-mails dated 7/16/08, 80  
 14 7/17/08, and 7/21/08  
 15 Minamymer-17 E-mails dated 8/3/08 81  
 16 and 8/4/08  
 17 Minamymer-18 E-mails dated 8/29/08 81  
 18 and 9/2/08  
 19 - - -  
 20  
 21  
 22  
 23  
 24

1 A. That's, in my opinion, out -- far  
 2 outside the norm.  
 3 Q. Okay. Is that something that you  
 4 would have to compete against?  
 5 A. Yes.  
 6 Q. Okay. Why are you asking him has  
 7 he seen it on an invoice?  
 8 A. Because I didn't believe it.  
 9 Q. Unless you had proper  
 10 documentation, you weren't prepared to compete  
 11 against it; correct?  
 12 A. Most likely.  
 13 MR. HASSI: Object to the form.  
 14 - - -  
 15 (Whereupon, Minamyer-8 was marked  
 16 for identification.)  
 17 - - -  
 18 (Whereupon, a discussion off the  
 19 record occurred.)  
 20 - - -  
 21 BY MR. TRUITT:  
 22 Q. Okay. Mr. Minamyer, I handed you  
 23 what I've marked as Exhibit-8. Have you had a  
 24 chance to review that?

1 A. Yes.  
 2 Q. All right. We have been talking  
 3 about a price increase and trying to limit  
 4 project pricing thus far; correct?  
 5 MR. HASSI: Object to the form.  
 6 THE WITNESS: Yes.  
 7 BY MR. TRUITT:  
 8 Q. Does Exhibit-8 refer to the same  
 9 issues?  
 10 A. It appears to.  
 11 Q. Okay. What are you telling --  
 12 first of all, who are you sending this e-mail to?  
 13 A. The divisional managers.  
 14 Q. These are the salespeople who  
 15 report to you?  
 16 A. Yes.  
 17 Q. And what are you telling them to  
 18 do or asking them to do?  
 19 A. Well, it appears that I'm telling  
 20 them to take off the gloves and looks like we  
 21 lost a market share and my patience had run out  
 22 with that and we were going to go take it back.  
 23 Q. How would you take it back?  
 24 A. With pricing.

1 Q. By reducing pricing?  
 2 A. Yes.  
 3 Q. In the first sentence, it said you  
 4 had tried to protect the stability of our market  
 5 pricing. What does that mean?  
 6 A. Well, it means that we were,  
 7 again, trying to make sure that we asked the  
 8 customer the right questions before we would  
 9 project price.  
 10 Q. You were trying to maintain the  
 11 price increase; correct?  
 12 MR. LECKERMAN: Object to the form.  
 13 THE WITNESS: Either a price  
 14 increase or wherever that level of pricing  
 15 happened to be at the time.  
 16 BY MR. TRUITT:  
 17 Q. Okay. In Paragraph 2, is that an  
 18 example of monitoring what your competitors are  
 19 doing in the market?  
 20 A. Yes.  
 21 Q. Okay. Did you or your salespeople  
 22 have direct conversations with your competitors  
 23 about this?  
 24 A. No.

1 MR. HASSI: Object to the form.  
 2 MR. TRUITT: What was the basis of  
 3 your objection?  
 4 MR. HASSI: Can you read back the  
 5 question?  
 6 MR. TRUITT: I said: Did you or  
 7 your salespeople have direct conversations  
 8 with competitors about this?  
 9 MR. HASSI: My problem with the  
 10 question is you asked him a question about  
 11 conversations to which his salespeople  
 12 were present. What is the basis?  
 13 MR. WHITE: So you have a  
 14 foundation objection?  
 15 MR. HASSI: I have a foundation  
 16 objection, yes, succinctly put.  
 17 BY MR. TRUITT:  
 18 Q. Are you aware of any agreements by  
 19 you or the people who reported to you as to  
 20 pricing with your competitors?  
 21 MR. HASSI: Object to the form.  
 22 THE WITNESS: No.  
 23 BY MR. TRUITT:  
 24 Q. So what are you directing your

1 sales folks to do? You said take off the gloves;  
2 what does that mean?

3 A. It means we were attempting to  
4 hold our pricing and it looks like the  
5 competition was not, and we're not going to do  
6 that anymore. We're going to go out and we're  
7 going to take that business back by using  
8 pricing.

9 Q. I see a couple of times in here  
10 you used the term irresponsible. Once in  
11 relationship to your -- to a competitor.

12 What do you mean by competitor  
13 being irresponsible?

14 MR. LECKERMAN: Object to the form.

15 THE WITNESS: Can you tell me where  
16 that is?

17 BY MR. TRUITT:

18 Q. Sure. Second paragraph.

19 A. Okay.

20 Basically, when we are talking to  
21 our customers, everyone is usually at about the  
22 same price. If a customer tells us that one of  
23 our competitors is lowering their price, we  
24 consider that to be irresponsible on the market

1 there is pressure on the margins, prices are  
2 falling, and you're not recovering your cost, or  
3 that's the fear?

4 A. Correct. Our margins were  
5 falling; that is true.

6 Q. Okay. You didn't want to get to a  
7 position where you didn't recover your cost;  
8 right?

9 A. Or into a position that we weren't  
10 making enough money.

11 - - -

12 (Whereupon, Minamy-9 was marked  
13 for identification.)

14 - - -

15 BY MR. TRUITT:

16 Q. Mr. Minamy just to try and speed  
17 this up, I'll let you look at that, but I'm going  
18 to ask you a series of questions -- or questions  
19 about a series of documents, all of which I think  
20 are you approving project pricing.

21 So my question in each case is  
22 going to be: What is this? Is this an example  
23 of a project price being approved?

24 A. Okay.

1 because our large customers would always ask us  
2 not to do that.

3 Q. Okay. If you look at the fifth  
4 paragraph down, it starts you should also go  
5 after the competitors' partners?

6 A. Yes, sir.

7 Q. You use the word irresponsible  
8 again. Are you using it in the same sense there?

9 A. I believe so.

10 Q. Do you see the paragraph that  
11 starts with for orders that get below your  
12 comfort level?

13 A. Yes, sir.

14 Q. What is a margin analysis?

15 A. It's a report that tells us sell  
16 price versus cost that gives us a gross margin.

17 Q. So what are you telling your folks  
18 about doing a margin analysis?

19 A. Well, it looks like the pricing  
20 was getting to a level that we had to watch it  
21 even more closely as it was getting -- cutting  
22 into our margins to a level we weren't  
23 comfortable with.

24 Q. So I understand that to mean that

1 Q. But please take your time and look  
2 at it.

3 A. Okay.

4 Q. All right. Can you tell me what  
5 Exhibit-9 is, please?

6 A. It's a series of e-mails with my  
7 sales team requesting approval on a project, on  
8 project pricing.

9 Q. Did you grant that approval?

10 A. Yes.

11 - - -

12 (Whereupon, Minamy-10 was marked  
13 for identification.)

14 - - -

15 BY MR. TRUITT:

16 Q. Take a look at Exhibit-10, please.  
17 What is Exhibit-10, please, sir?

18 A. It's me approving a project  
19 pricing.

20 Q. Okay. Is this during the  
21 timeframe that we have talked about this morning  
22 where you were trying to limit the frequency of  
23 project pricing?

24 A. I believe it is, yes.

1 Star announced that they would be bringing new  
 2 prices in the fittings market in 2008?  
 3 A. I don't recall that.  
 4 Q. Let me show you what we have  
 5 previously marked as CX38.  
 6 It's two sides; there is a letter  
 7 on the back.  
 8 MR. LECKERMAN: Is the letter the  
 9 attachment to the e-mail?  
 10 MR. HASSI: The letter is the --  
 11 Document 19, the PDF, yes.  
 12 BY MR. HASSI:  
 13 Q. You have seen this before?  
 14 A. I don't recall it.  
 15 Q. But you see that you received this  
 16 as an e-mail from Mr. McCutcheon on or about  
 17 January 14, 2008?  
 18 A. Yes.  
 19 Q. And you told us this morning that  
 20 you would try to pay attention to what your  
 21 competitors were doing in the market place?  
 22 A. Yes.  
 23 Q. And you would try to get copies of  
 24 their pricing letters; is that fair?

1 received this from your boss, Mr. McCutcheon, in  
 2 early 2008, read the attachment?  
 3 A. Yes.  
 4 Q. Okay. Would you expect that  
 5 you -- strike that.  
 6 Did you discuss it with  
 7 Mr. McCutcheon?  
 8 A. I don't remember.  
 9 Q. Okay. Would you expect that in  
 10 the normal course of your business, you would  
 11 discuss a McWane price change letter with  
 12 Mr. McCutcheon?  
 13 A. Yes.  
 14 Q. That's the sort of thing the two  
 15 of you would discuss when you were talking about  
 16 what Star would do in terms of its pricing; fair?  
 17 A. Yes.  
 18 Q. Okay. When you read letters like  
 19 this letter, a competitor's letter, would you  
 20 read it to see if there was information about if  
 21 it would be relevant to your pricing?  
 22 MR. LECKERMAN: Objection to  
 23 foundation.  
 24

1 A. Yes.  
 2 Q. Is this an example of your  
 3 intelligence getting a copy of a competitor's  
 4 pricing letter?  
 5 A. It appears so, yes.  
 6 Q. Mr. McCutcheon sent this to you  
 7 and others in the regular course of your business  
 8 at Star?  
 9 MR. LECKERMAN: Objection to form.  
 10 THE WITNESS: He sent this one.  
 11 BY MR. HASSI:  
 12 Q. That is what I mean: This  
 13 document, he sent this to you, as his national  
 14 sales manager, because this is information that  
 15 would be pertinent to you in performing your job  
 16 responsibilities; fair?  
 17 A. Yes.  
 18 Q. And you read it when you received  
 19 it?  
 20 MR. LECKERMAN: Object to form and  
 21 foundation.  
 22 THE WITNESS: I don't recall.  
 23 BY MR. HASSI:  
 24 Q. Would you expect to, having

1 BY MR. HASSI:  
 2 Q. To your pricing decisions, I  
 3 should say.  
 4 A. Yes.  
 5 Q. Is it fair to say you would  
 6 consider whether some portion of the letter was a  
 7 signal to Star?  
 8 MR. TRUITT: Objection to form.  
 9 MR. LECKERMAN: Objection to form.  
 10 THE WITNESS: No.  
 11 BY MR. HASSI:  
 12 Q. No, it's not fair to say that?  
 13 A. No.  
 14 Q. Did you ever consider, in reading  
 15 a letter from McWane, that it might contain a  
 16 signal to Star?  
 17 MR. LECKERMAN: Objection to form.  
 18 THE WITNESS: I don't believe so.  
 19 BY MR. HASSI:  
 20 Q. Okay. If you testified  
 21 differently in 2010, is there -- has your view  
 22 changed since then?  
 23 MR. LECKERMAN: Objection to the  
 24 form and foundation.

Page 141

1 MR. LECKERMAN: I'm assuming you  
 2 have checked that they are the same.  
 3 Since we don't have the exhibit, I can't  
 4 confirm that CX0892, which is referenced  
 5 in the transcript, is the same as CX00382.  
 6 MR. HASSI: Just for the record, it  
 7 is described as a January 11, 2008 Tyler  
 8 Union Jansen letter to valued customer in  
 9 the transcript so -- I don't have a copy  
 10 of it with me, but that's the basis --  
 11 MR. LECKERMAN: Okay.  
 12 MR. HASSI: -- among others on  
 13 which I'm proceeding.  
 14 BY MR. HASSI:  
 15 Q. Is it fair to say Star could not  
 16 stabilize prices on its own?  
 17 MR. TRUITT: Objection to form.  
 18 MR. LECKERMAN: Objection to form.  
 19 THE WITNESS: We believe that to be  
 20 true.  
 21 BY MR. HASSI:  
 22 Q. In other words, you would need  
 23 your competitors to participate in an effort to  
 24 stabilize prices?

Page 142

1 MR. TRUITT: Objection to form.  
 2 MR. LECKERMAN: Objection to form.  
 3 THE WITNESS: We believe that to be  
 4 true.  
 5 BY MR. HASSI:  
 6 Q. Did you have an understanding that  
 7 McWane did not like project pricing?  
 8 A. Can you define understanding?  
 9 Q. Did you have any understanding --  
 10 I mean, do you know what that means?  
 11 A. Yeah. We thought that they  
 12 didn't.  
 13 Q. Why did you think that they did  
 14 not like project pricing?  
 15 A. The customers would tell us that  
 16 they weren't doing it.  
 17 Q. That they were not project  
 18 pricing?  
 19 A. Well -- I'm sorry. Same  
 20 timeframe?  
 21 Q. Yeah, 2008.  
 22 A. I don't know if they liked it in  
 23 2008 or not.  
 24 Q. When did you have an understanding

Page 143

1 that they did not like it?  
 2 A. When I first started at Star.  
 3 Q. Did project pricing exist when you  
 4 first started at Star in 1999?  
 5 A. At Star?  
 6 Q. Yes, sir.  
 7 A. I don't know; I don't think so.  
 8 Q. Okay. Was it something that you  
 9 helped innovate at Star?  
 10 A. I believe so.  
 11 Q. And over time, did you have an  
 12 understanding that McWane's view of project  
 13 pricing changed?  
 14 A. I believe it -- I believe it did,  
 15 yes.  
 16 Q. Over time, did you see McWane  
 17 engaging in more project pricing?  
 18 A. I believe they did.  
 19 Q. What about Sigma? Did you have  
 20 any understanding as to Sigma's views on project  
 21 pricing?  
 22 A. I believe they were project  
 23 pricing, as well.  
 24 Q. Was anyone else, to your

Page 144

1 recollection, involved in the discussions to  
 2 cease project pricing in January of 2008?  
 3 MR. LECKERMAN: Objection to form  
 4 and foundation.  
 5 MR. TRUITT: Same objection.  
 6 THE WITNESS: Can you ask it again?  
 7 MR. HASSI: Can you read it back,  
 8 please?  
 9 - - -  
 10 (Whereupon, the court reporter read  
 11 the pertinent part of the record.)  
 12 - - -  
 13 THE WITNESS: I don't remember.  
 14 BY MR. HASSI:  
 15 Q. Would you agree with me that  
 16 pulling back on project pricing was a strategic  
 17 shift for Star?  
 18 A. At that time, it was a strategic  
 19 position because we would only project price when  
 20 we thought we had to. So if we could have never  
 21 project priced, we would have liked that, too.  
 22 We did it when our customers would guide us to  
 23 it.  
 24 Q. Would you initiate project pricing

1 Q. Let me show you what we have  
2 marked as 527.  
3 A. Is this the same Tyler letter I  
4 just read?  
5 Q. The same Tyler letter you just  
6 read. It's the same e-mail that you sent on  
7 May 12th that has a further e-mail from Mr. Ramon  
8 Prado.  
9 He is one of your divisional sales  
10 managers?  
11 A. Yes.  
12 Q. Does this refresh your  
13 recollection that the reason you did not go up  
14 with the fittings multiplier changes in early  
15 May 2008 was based on the Tyler letter?  
16 MR. TRUITT: Object to the  
17 question. The witness did not --  
18 MR. HASSI: You can object to the  
19 question and leave it at that. Thank you.  
20 THE WITNESS: I do not remember  
21 this e-mail.  
22 BY MR. HASSI:  
23 Q. Okay. I wasn't saying that you  
24 would remember the e-mail.

1 A. Okay.  
2 Q. For the record, I don't see you as  
3 copied on the e-mail.  
4 A. Okay.  
5 Q. But the question is whether  
6 reading this e-mail in any way it refreshes your  
7 recollection as to the reason that Star put its  
8 multipliers on hold in 2008?  
9 A. No, sir. It explains it, but I  
10 don't remember that being it.  
11 Q. It's fair to say that as you sit  
12 here, you don't remember increasing multipliers,  
13 putting multipliers on hold, or why you put those  
14 multipliers on hold; is that right?  
15 A. That's fair.  
16 Q. No recollection?  
17 A. We did it quite often, all the  
18 time. So putting it all together four years ago,  
19 I can't remember the specifics of the plans.  
20 Q. Do you recall whether Tyler did,  
21 in fact, go up sometime in June of 2008?  
22 A. No, sir.  
23 Q. Do you recall whether you  
24 followed?

1 A. No. The only thing that refreshed  
2 my memory is documents I have seen today.  
3 Q. Do you recall you answered some  
4 questions earlier today about DIFRA; do you  
5 recall that?  
6 A. Yes, sir.  
7 Q. Okay. Do you recall any  
8 connection between your pricing, such as the  
9 multipliers, and the DIFRA data?  
10 MR. TRUITT: Objection. Asked and  
11 answered.  
12 THE WITNESS: No, sir.  
13 BY MR. HASSI:  
14 Q. Now, you had your sales team  
15 keeping its eye out to determine whether your  
16 competitors were adhering to the announced  
17 pricing; is that correct?  
18 A. As a general rule, is that what  
19 you're asking?  
20 Q. As a general rule, yes.  
21 A. Yes.  
22 Q. And in 2008 in particular?  
23 A. Probably no more or less than  
24 always.

1 Q. And you asked your sales team to  
2 report back to you when Sigma or McWane was  
3 believed to be cheating?  
4 MR. LECKERMAN: Objection to form.  
5 THE WITNESS: I believe we used  
6 terminology like cheating, so we were  
7 always asking it. It's what we did every  
8 day, was trying to figure out what the  
9 price was.  
10 BY MR. HASSI:  
11 Q. And your sales force would report  
12 back as to whether they saw Sigma or McWane  
13 cheating on the fitting deal; is that fair?  
14 MR. LECKERMAN: Objection to form  
15 and foundation.  
16 THE WITNESS: So you're asking if I  
17 would -- my sales team would say somebody  
18 is cheating on their pricing?  
19 BY MR. HASSI:  
20 Q. Someone is cheating on the fitting  
21 deal, for example.  
22 MR. LECKERMAN: Same objection.  
23 THE WITNESS: I think it's fair to  
24 say that my sales team had told me that,

1           yes.

2       BY MR. HASSI:

3           Q.    What did you understand that to

4       mean?

5           A.    It would mean that they would have

6       pricing letters out that our customers would show

7       us and then the customers would later tell us

8       they're not pricing at the levels that the letter

9       said.

10          Q.    So if they weren't adhering to the

11       published prices, your team would refer to that

12       as cheating; right?

13               MR. LECKERMAN: Objection to form.

14               THE WITNESS: That would be --

15       yeah, I think that would be accurate.

16       BY MR. HASSI:

17          Q.    Let me show you a document marked

18       1691 and ask you if this is an example of your

19       divisional sales managers reporting about

20       cheating on the fittings deal.

21               MR. LECKERMAN: Is that a pending

22       question?

23               MR. HASSI: Yes.

24               MR. LECKERMAN: Objection to form

1           and foundation.

2               THE WITNESS: Okay. I'm sorry.

3       Can you repeat the question?

4       BY MR. HASSI:

5          Q.    Let me ask a better question:

6       This is a pair of e-mails that you sent or

7       received in September of 2008; is that right?

8          A.    Yes. It looks like an e-mail to

9       me that I replied to all in one body.

10       Q.    Okay. And this was done in the

11       regular course of your business as the national

12       sales manager at Star?

13       A.    Yes.

14       Q.    On the e-mail on the bottom of the

15       page, you have Mr. Prado responding to an e-mail

16       that you sent; is that right?

17       A.    I think that's an e-mail I sent

18       him and he is responding, yes.

19       Q.    Okay. Well, who wrote the words

20       in the first paragraph of the bottom e-mail, I

21       think we are doing better since figuring out that

22       Sigma was cheating on the fitting deal?

23       A.    It looks like Ramon did.

24       Q.    Okay. And what did you understand

1       Ramon to mean when he wrote, since figuring out

2       that Sigma was cheating on the fitting deal?

3       A.    Well, I don't remember this

4       specifically, but that would normally mean either

5       a customer told us what the multiplier was and

6       then they changed it, or they had a multiplier

7       letter out that we saw and then they quoted below

8       that multiplier.

9       Q.    So you understood this to mean

10       that Sigma was quoting something below the

11       published price?

12       A.    Below their multiplier letter.

13       Q.    Below Sigma's published price --

14       published multiplier letter?

15       A.    If we're using published as in a

16       letter they sent to their customer?

17       Q.    Yes.

18       A.    Okay. Then yes.

19       Q.    Okay. Well, we saw earlier a

20       letter that they sent to their customer in April

21       of 2008 that had a multiplier map; right?

22       A.    Right.

23       Q.    So cheating would be Sigma

24       offering a customer a price below that multiplier

1       map?

2       A.    That could be a reason, yes.

3       Q.    And you would refer to that as

4       cheating on the fitting deal?

5               MR. LECKERMAN: Objection to form

6       and foundation.

7               THE WITNESS: I believe that is

8       what this means.

9       BY MR. HASSI:

10       Q.    And the word deal in that

11       sentence, why is the word deal used?

12       A.    I don't know; I didn't write that.

13       Q.    But you understood it to mean

14       undercutting prices?

15       A.    Yeah, I understand it to mean that

16       they were quoting off of the multipliers that

17       they had on some letter that they might have put

18       out.

19       Q.    Let me show you a document marked

20       1692. You can read the whole thing, if you'd

21       like to answer my questions. I'm going to focus

22       on the second page, there is a paragraph under

23       the heading competition update and/or new

24       information.

<p style="text-align: right;">Page 201</p> <p>1 A. Can you give me an opportunity to 2 read it?</p> <p>3 Q. Absolutely. 4 Are you ready, or would you like 5 more time?</p> <p>6 A. I'm ready. I saw these guys were 7 still reading.</p> <p>8 Q. As I said, I'm going to focus on 9 the second page. You see under the heading of 10 competition update and/or new information?</p> <p>11 A. Yes, sir.</p> <p>12 Q. And do you see the third bullet 13 down, Mr. Prado -- am I pronouncing the name 14 correctly? Is it Prado?</p> <p>15 A. Yeah, it's Ramon Prado.</p> <p>16 Q. Ramon Prado. 17 Mr. Ramon Prado writes to you, 18 it's still early, but it doesn't appear that 19 Sigma or Tyler is cheating on the new fitting 20 multiplier being quoted after 2/18. 21 Did I read that correctly?</p> <p>22 A. Yes, sir.</p> <p>23 Q. And this is something that he 24 reported to you in -- March 6, 2008?</p>	<p style="text-align: right;">Page 203</p> <p>1 Q. Yes, sir.</p> <p>2 A. Yes, sir.</p> <p>3 Q. I'm sorry. Is that a yes to my 4 question that this is a report from Mr. Prado 5 that Sigma and McWane are cheating on fitting 6 multiplier prices?</p> <p>7 A. It confirms -- he is confirming 8 that Sigma did and he is pretty certain that 9 Tyler is doing the same.</p> <p>10 Q. And when you said did in that 11 sentence, you mean that he is confirming that 12 Sigma is cheating and he believes that Tyler is 13 cheating?</p> <p>14 A. That is what he is saying, yes.</p> <p>15 Q. Let me show you 1694. This is a 16 chain of e-mails between Chris Antos and Shaun 17 Smith, on which you are copied; is that right?</p> <p>18 A. It looks like I'm copied on one of 19 them.</p> <p>20 Q. Well, you were copied on the two 21 on the first page; right?</p> <p>22 A. Right.</p> <p>23 Q. So you would have had the 24 opportunity to see the third.</p>
<p style="text-align: right;">Page 202</p> <p>1 A. Yes.</p> <p>2 Q. And what he was telling you here 3 is that they were adhering to the published 4 multipliers?</p> <p>5 A. I believe that is what he meant.</p> <p>6 Q. They weren't cheating by 7 undercutting them?</p> <p>8 A. It's still early, but it doesn't 9 appear that they are. Right.</p> <p>10 If you continue to read that 11 document, there are multiple project pricing 12 quotes on it.</p> <p>13 Q. Let me show you a document we have 14 marked as 1693. This is another report from 15 Mr. Prado. Go ahead and read it.</p> <p>16 A. Okay.</p> <p>17 Q. Again, I'm going to focus on the 18 second page under competition update and/or new 19 information. This is another report from 20 Mr. Prado in which he reports that Sigma, and in 21 this case also Tyler, is cheating on fitting 22 multiplier prices?</p> <p>23 A. The first sentence under there, is 24 that what you're referring to?</p>	<p style="text-align: right;">Page 204</p> <p>1 And Shaun Smith is one of your 2 divisional sales managers in 2008?</p> <p>3 A. Yes.</p> <p>4 Q. And he is reporting on Sigma 5 cheating on larger projects; is that right?</p> <p>6 MR. LECKERMAN: Objection to form. 7 THE WITNESS: Yes. He has a 8 sentence that says he has seen Sigma cheat 9 on larger projects.</p> <p>10 BY MR. HASSI: 11 Q. By cheating, he means undercutting 12 the published prices?</p> <p>13 MR. LECKERMAN: Objection to form. 14 BY MR. HASSI: 15 Q. That is the way you understood it 16 at the time?</p> <p>17 A. I understood him to mean that they 18 were quoting below the multiplier letter that 19 they sent these customers.</p> <p>20 Q. Let me show you a document marked 21 1695. I'm sorry. That wasn't -- yeah, that's 22 right. That was 1694.</p> <p>23 A. Okay.</p> <p>24 Q. All right. This is an e-mail that</p>

1 Mr. Smith wrote to a group of individuals,  
 2 including yourself; is that right?  
 3 A. Yes.  
 4 Q. And you received it in the regular  
 5 course of your business in August of 2008?  
 6 A. It appears so.  
 7 Q. And Mr. Smith is talking about  
 8 taking the high road, but being able to react  
 9 when necessary; do you see that?  
 10 A. Yes, sir. This is a joint  
 11 restraint letter.  
 12 Q. Okay. And he is talking about  
 13 cheating on joint restraint prices; is that  
 14 right?  
 15 A. Well, the previous two e-mails  
 16 were all on joint restraint, so I'm assuming he's  
 17 still talking about joint restraint, but he  
 18 doesn't say that.  
 19 Q. So he could be referring to  
 20 cheating on joint restraint prices or on fittings  
 21 prices?  
 22 A. Or both. I don't -- I'm not  
 23 positive, but he mentions joint restraint in the  
 24 last sentence.

1 Q. Let's mark exhibit 1696.  
 2 A. Okay.  
 3 Q. Okay. This is a weekly activity  
 4 report you received in April 2008 from one of  
 5 your divisional sales managers; is that right?  
 6 A. Yes.  
 7 Q. And you received it in the regular  
 8 course of your business as the national sales  
 9 manager at Star?  
 10 A. It appears that way.  
 11 Q. Okay. In it Mr. Smith is  
 12 reporting, among other things, on major events  
 13 slash, happenings in his area; do you see that?  
 14 A. Yes, sir.  
 15 Q. And this is during a period of  
 16 time where you were trying to stop or curtail  
 17 project pricing; is that right?  
 18 A. I believe it was in that  
 19 timeframe.  
 20 Q. And he reports on -- well, tell me  
 21 what you understand the entry under HD, major  
 22 events happenings, to refer to.  
 23 MR. LECKERMAN: Which HD?  
 24 MR. HASSI: The first one, the HD

1 supply pelham.  
 2 THE WITNESS: It looks like what he  
 3 did was copy and pasted his salesperson's  
 4 activity report and then he replied to it  
 5 and then copied that whole thing to me.  
 6 BY MR. HASSI:  
 7 Q. And it's a reference to an order  
 8 for Bessemer phases one and two; is that right?  
 9 A. Yes.  
 10 Q. And HD supply was saying they may  
 11 need price help to get that job?  
 12 A. It looks like they have the job.  
 13 Q. Okay.  
 14 A. And they are -- but still asking  
 15 for price help.  
 16 Q. Okay. And Mr. Smith writes, if  
 17 they give you proof the other guys are cheating,  
 18 then we will match; do you see that?  
 19 A. Yes, sir.  
 20 Q. And the other guys cheating would  
 21 mean McWane or Sigma offering a price lower than  
 22 the consensus published price; is that right?  
 23 MR. LECKERMAN: Objection to form  
 24 and foundation.

1 THE WITNESS: I think it's the same  
 2 answer as the rest. He is probably  
 3 referring to they're quoting below the  
 4 multipliers on a multiplier letter they  
 5 sent out.  
 6 BY MR. HASSI:  
 7 Q. If they were quoting below the  
 8 multiplier letters in the multiplier letter they  
 9 sent out, they would likewise be quoting below  
 10 your quoted price; right?  
 11 A. If we had one.  
 12 MR. LECKERMAN: Objection.  
 13 BY MR. HASSI:  
 14 Q. Well in this case, (inaudible) you  
 15 had one, you were working with HD Supply on the  
 16 job; right?  
 17 A. Well, this doesn't say we have a  
 18 multiplier letter to HD Supply.  
 19 Q. Is it possible you didn't have a  
 20 standard price for HD Supply?  
 21 MR. LECKERMAN: Objection to form.  
 22 THE WITNESS: That we had a  
 23 standard price. I don't recall how we  
 24 sent it to them, whether it was a letter

1 or verbal, or how we did it. From this  
 2 document, I can't tell that.  
 3 BY MR. HASSI:  
 4 Q. But he is saying that he can prove  
 5 that Sigma or McWane is undercutting our price,  
 6 then we'll match; right?  
 7 MR. LECKERMAN: Object to the form  
 8 and foundation.  
 9 THE WITNESS: I believe that is  
 10 what he is saying.  
 11 BY MR. HASSI:  
 12 Q. And the term he uses is cheating;  
 13 right?  
 14 A. Yes.  
 15 Q. Okay. Let me show you 1697.  
 16 A. Okay.  
 17 Q. Who is Mark McIntire?  
 18 A. He is a manufacturer's rep under  
 19 contract with Star Pipe at this time.  
 20 Q. So he is selling Star Pipe  
 21 products under contract?  
 22 A. Yes.  
 23 Do you know how a manufacturer's  
 24 rep work?

1 Q. You know, I have some idea, but  
 2 I'd be happy for you to clarify it for the record  
 3 because my knowledge is from other industries and  
 4 not this one.  
 5 A. He is an independent  
 6 businessman --  
 7 Q. Mm-hmm.  
 8 A. -- that represents our line, but  
 9 he is not an employee. So we pay him a straight  
 10 commission. He also reps many other lines that  
 11 he sells to the same customer base.  
 12 Q. But he would not, in the fittings  
 13 space, represent a competitor, such as Tyler or  
 14 Sigma, would he?  
 15 A. He would not.  
 16 Q. And in his e-mail, he refers to  
 17 Tyler and Sigma cheating and costing our partners  
 18 projects in a bad -- with a bunch of Ds --  
 19 market; do you see that?  
 20 A. Yeah, I read that. I'm not  
 21 looking at it right. Yes.  
 22 Q. And what he is saying is, is Tyler  
 23 and Sigma are undercutting the published prices  
 24 by cheating?

1 A. He is saying they are undercutting  
 2 some prices; we're assuming it's the published  
 3 prices.  
 4 Q. He goes on to talk about, we are  
 5 going to lose market share by continuing the  
 6 tough stance. What does he mean by that?  
 7 MR. LECKERMAN: Objection to form.  
 8 BY MR. HASSI:  
 9 Q. What did you understand it to  
 10 mean?  
 11 A. By reading this now, I'm  
 12 understanding it that we were trying to not  
 13 project price and it looks like our competitors  
 14 were. So we were -- our customers were losing  
 15 projects to their competitors because they have a  
 16 higher -- we had a higher price out.  
 17 Q. And he refers to their project  
 18 pricing as cheating; is that right?  
 19 A. I believe that is what he means.  
 20 Q. Okay. And he is saying that as a  
 21 result, you are losing market share -- Star is  
 22 losing market share?  
 23 A. He is concerned about that.  
 24 Q. Let me show you what we have

1 marked as Exhibit-1698.  
 2 - - -  
 3 (Whereupon, a discussion off the  
 4 record occurred.)  
 5 - - -  
 6 BY MR. HASSI:  
 7 Q. Okay. This is a series of e-mails  
 8 between you and Shaun Smith with -- and Dan  
 9 McCutcheon; is that right?  
 10 A. Yes.  
 11 Q. Talking about pricing in a  
 12 particular market?  
 13 MR. LECKERMAN: Objection to form.  
 14 BY MR. HASSI:  
 15 Q. Job pricing in a particular  
 16 market?  
 17 A. Job and buy plans.  
 18 Q. In it Mr. Smith informs you and  
 19 Mr. McCutcheon that he is catching Sigma cheating  
 20 more and more; is that right?  
 21 A. Yes, sir.  
 22 Q. By cheating, he means undercutting  
 23 the published multiplier price?  
 24 MR. LECKERMAN: Objection to form

1 and foundation.  
 2 THE WITNESS: I'm assuming he means  
 3 they are quoting below their multipliers  
 4 that they sent a multiplier letter on.  
 5 BY MR. HASSI:  
 6 Q. What did you mean in your e-mail  
 7 at the bottom of the page, last paragraph on this  
 8 page, you say, we lose margin on Home Depot  
 9 Supply and gain volume from ACT. We need to do  
 10 that math to see if we make more money doing it?  
 11 A. Well, if we lower our price, that  
 12 means the volume that we sell to our existing  
 13 customer, we make less money. So what I was  
 14 saying was: Are we going to make that up by  
 15 getting new business from ACT.  
 16 Q. And ACT is a distributor?  
 17 A. Yes.  
 18 MR. HASSI: Okay. If you want to  
 19 take a break, now would be a good time.  
 20 THE WITNESS: Thank you.  
 21 - - -  
 22 (Whereupon, a short break was  
 23 taken.)  
 24 - - -

1 BY MR. HASSI:  
 2 Q. I'll show you what we have marked  
 3 as Exhibit-1699. This is a weekly activity  
 4 report that you received on or about October 28th  
 5 from Mr. Shaun Smith?  
 6 A. Yes, sir.  
 7 Q. And you received it in the regular  
 8 course of your business at Star?  
 9 A. It appears so.  
 10 Q. And in it Mr. Smith reports at the  
 11 bottom that his team is in major attack mode  
 12 because they have seen cheating all over from  
 13 Sigma?  
 14 A. Yes, sir.  
 15 Q. Is it fair to say that over time  
 16 in 2008 you saw more and more cheating from  
 17 Sigma?  
 18 MR. LECKERMAN: Objection to form  
 19 and foundation.  
 20 THE WITNESS: I can't recall that  
 21 specifically.  
 22 BY MR. HASSI:  
 23 Q. These weekly activity reports,  
 24 would you forward these on to Mr. McCutcheon?

1 A. I don't remember specifically.  
 2 Q. You don't know one way or another?  
 3 A. I think what I did was send him  
 4 the ones I thought he'd want, but I don't  
 5 remember, so I would have to just stay with I  
 6 don't remember.  
 7 Q. When you say send him the ones he  
 8 (sic) thought he'd want, how would you make that  
 9 determination? What kind of information did you  
 10 understand he wanted?  
 11 A. It would be things like pricing  
 12 points and size of projects, or good things --  
 13 really good things or really bad things.  
 14 Q. Information about Sigma or McWane  
 15 cheating; was that the kind of information he  
 16 wanted? Do you recall?  
 17 A. I don't recall him asking me to  
 18 that specifically, no.  
 19 Q. Is it fair to say that by October  
 20 you were concerned that Sigma was not being a  
 21 good market steward?  
 22 MR. TRUITT: Objection to form.  
 23 THE WITNESS: I cannot recall  
 24 having that thought if...

1 BY MR. HASSI:  
 2 Q. Can you recall expressing that --  
 3 expressing that thought to Dan McCutcheon, among  
 4 others?  
 5 A. No, sir.  
 6 Q. Let me show you what have marked  
 7 as Exhibit-827. Do you see where you wrote,  
 8 prepare to give this speech to your customers in  
 9 some form. And go on to say Sigma is silently  
 10 bringing markets down and acting as if they are  
 11 being good stewards?  
 12 A. Yes, sir.  
 13 Q. What did you mean by that?  
 14 A. In this situation, what was going  
 15 on was they were selling their fittings to  
 16 American and U.S. Pipe. And then American and  
 17 U.S. Pipe were bundling pipe and fittings  
 18 together and, we thought, selling the fittings  
 19 really, really cheap because they had room in  
 20 their pipe margin. So we thought Sigma was  
 21 artificially messing around with the fitting  
 22 market.  
 23 Q. Well for that to work, would Sigma  
 24 have to offer low prices?

1 MR. LECKERMAN: Objection to form.

2 THE WITNESS: We thought they were

3 offering very, very low pricing to U.S.

4 Pipe and American.

5 BY MR. HASSI:

6 Q. Okay. At this point in time, is

7 it fair to say that U.S. Pipe and American are

8 not making fittings?

9 A. I don't know for sure, but U.S.

10 Pipe and American were selling direct to the

11 contractors.

12 Q. At some point, did you ask your

13 salespeople to report whether they had seen any

14 Sigma antics?

15 A. Most likely.

16 Q. And why did you ask -- if you

17 asked that in late October 2008, do you recall

18 why you were asking it at that time?

19 MR. LECKERMAN: Objection to form

20 and foundation.

21 THE WITNESS: No, sir.

22 BY MR. HASSI:

23 Q. I'll show you Exhibit-871.

24 A. Okay.

1 Q. Okay. Do you recall why you sent

2 out this e-mail asking for Sigma antics?

3 A. No, sir.

4 Q. But it's an e-mail you sent to

5 your divisional manager in the regular course of

6 business in October 2008?

7 A. It appears that way, yes.

8 Q. We saw earlier in November, you

9 stopped -- you ended your efforts to stop project

10 pricing; do you recall that?

11 A. From the previous documents?

12 Q. Yes.

13 A. Yes, sir.

14 Q. Are the two connected? In other

15 words, are you asking about Sigma antics because

16 you believe Sigma is cheating on the fittings

17 deal and, therefore, you may cease your efforts

18 to stop project pricing?

19 MR. LECKERMAN: Objection to form

20 and foundation.

21 THE WITNESS: It would appear that

22 way, but I don't remember specifically at

23 the time.

24

1 BY MR. HASSI:

2 Q. But you don't have -- looking at

3 this, and if you can look at the prior document,

4 at the risk of remarking it -- my copy has

5 exhibit -- this is Exhibit 831. It's the same as

6 the exhibit before. We'll correct the record in

7 a minute.

8 Is it fair to say that your

9 request in Exhibit-871 and the action you took in

10 Exhibit-831, it's reasonable to think that they

11 are related, but you don't recall as you sit here

12 today? Is that the way I understand your

13 testimony?

14 MR. LECKERMAN: Objection to form.

15 THE WITNESS: I don't recall the

16 connection. We could assume that; we

17 could assume anything, I guess.

18 BY MR. HASSI:

19 Q. In Exhibit-831, your November 25,

20 2008 e-mail, you write in the second paragraph,

21 however, some of our competition has not

22 performed as admirably, nor are we now certain

23 that it was ever part of their strategy.

24 Do you see that?

1 A. Yes, sir.

2 Q. When you say some of our

3 competition has not performed as admirably, do

4 you mean by that that they cheating?

5 MR. LECKERMAN: Objection to form.

6 THE WITNESS: What I meant is that

7 they're probably pricing below a

8 multiplier letter that they have out.

9 BY MR. HASSI:

10 Q. When you go on to stay -- and so

11 that they are project pricing; right?

12 A. Do I go on -- I'm sorry.

13 Q. Let me ask the question over.

14 In other words, when you say they

15 are not performing as admirably, you mean they're

16 offering project pricing; right?

17 A. They could be. They could also be

18 just having a lower multiplier to everybody.

19 We're never really sure exactly how it worked.

20 Q. Well, before you -- strike that.

21 In 2008, when you pulled back on

22 project pricing, did you believe that McWane and

23 Sigma, likewise, had a strategy to pull back on

24 project pricing?

Page 225

1           Go ahead and read the paragraph  
 2 and then I'm going to ask you some questions  
 3 about it.  
 4       A.     Which paragraph?  
 5       Q.     The bold -- the first bolded  
 6 paragraph. It begins with the words, we will  
 7 take every order we can.  
 8       A.     Okay.  
 9           We will take every order we can  
 10 after exhausting all avenues to document the  
 11 competitors' pricing. Please be diligent while  
 12 talking to your customers that we want to  
 13 continue being good stewards in the market, but  
 14 we will no longer tolerate the competition being  
 15 irresponsible in the market and undersold as a  
 16 result. The reason is that we have documented so  
 17 much under-market pricing that we have to react  
 18 to protect our partners', and our own market  
 19 shares. Do it with a combination of buy plans,  
 20 short term buys, and project pricing. Do this  
 21 quietly and selectively and as much under the  
 22 radar as you can, but if it is necessary, be sure  
 23 to do it. Go get every order.  
 24       Q.     I think you referred to this

Page 226

1 earlier as taking the gloves off?  
 2       A.     That can be referred -- make  
 3 sense. I don't know if I was referring to this  
 4 specific paragraph.  
 5       Q.     Okay. But the advice or the  
 6 instructions that you gave your team about doing  
 7 it under the radar, is that because you're still  
 8 not certain which strategy McWane -- whether  
 9 McWane and Sigma are pursuing a strategy of  
 10 ceasing project pricing, and so you don't want to  
 11 be the one to renounce that strategy first?  
 12       A.     It looks like this is after that.  
 13 And I'm telling them that we should go take the  
 14 orders and if you do it quietly, you get a little  
 15 bit more time before the competition figures out  
 16 you have adjusted your pricing.  
 17       Q.     So you're trying to keep the  
 18 competition guessing as to the fact that you have  
 19 taken the gloves off, if you will?  
 20       A.     For as long as we can, yes.  
 21       Q.     In the first sentence, first  
 22 paragraph, you say, we have all been extremely  
 23 diligent in protecting the stability or our  
 24 market pricing.

Page 227

1           That's a reference to Star pulling  
 2 back on project pricing?  
 3           MR. LECKERMAN: Objection to form.  
 4           THE WITNESS: I think so, but it  
 5 doesn't reference anything earlier for  
 6 that.  
 7 BY MR. HASSI:  
 8       Q.     Well, is there some alternate  
 9 explanation for it that I'm missing?  
 10       A.     Can you ask me the question again?  
 11       Q.     Is there some other explanation,  
 12 other than the pull back of project pricing that  
 13 you are referencing here in terms of the  
 14 stability of our market pricing?  
 15           MR. LECKERMAN: Objection to form.  
 16           THE WITNESS: That would be the  
 17 likely scenario.  
 18 BY MR. HASSI:  
 19       Q.     When you say, so much so that we  
 20 have earned the reputation of being the best at  
 21 protecting the market pricing and at times to the  
 22 extent that some think us inflexible in that  
 23 area.  
 24           You are referring to your

Page 228

1 reputation with your customers; is that right?  
 2       A.     Yes.  
 3       Q.     And your customers were finding  
 4 Star inflexible because you wouldn't offer  
 5 project pricing?  
 6       A.     That is what this is saying.  
 7       Q.     Okay. And you go on to laud your  
 8 team and say they have done a great job and  
 9 deserve credit for their efforts?  
 10       A.     Correct.  
 11       Q.     So they have done a good job up  
 12 until November of 2008 of not offering project  
 13 pricing?  
 14       A.     That is what I'm saying there.  
 15       Q.     Well, you aren't lying, were you?  
 16           MR. LECKERMAN: Objection to form.  
 17           THE WITNESS: I don't remember. It  
 18 could be many things, when you manage a  
 19 sales team and you're a leader and you  
 20 need to keep them moving ahead. So that  
 21 could be they did a great job, or I'm  
 22 trying to keep them upbeat. I don't  
 23 remember which one it was.  
 24

**Edward Morrison**  
**Investigational Hearing Excerpt**

**In the Matter of:**

**McWane/Sigma**

*February 4, 2011*  
*Edward Morrison, Jr.*

**Condensed Transcript with Word Index**



**For The Record, Inc.**  
**(301) 870-8025 - [www.ftrinc.net](http://www.ftrinc.net) - (800) 921-5555**

Page 70

1 they got this into the bill with the idea: Hey, we're  
 2 going to stick it to all the importers. All these  
 3 distributors have been buying all these import products.  
 4 If they're going to supply these jobs, they're going to  
 5 have to buy this from us.  
 6 So, when Star shows up with their domestic  
 7 product, both Tyler Union, McWane, whatever you want to  
 8 call them, and EEBA sort of looked at that like: Well,  
 9 you maybe think you're going to crack this market, but  
 10 it's not going to be as easy as you think.  
 11 Now, that's June of '09. I don't know when  
 12 in '09, but towards the end of the year, you know, it took  
 13 Star that long to even be ready to enter the market, and  
 14 in 2009, as a member of The Distribution Group, I had a  
 15 rebate program with Star, SIGMA and Tyler Union on  
 16 anything that we bought from them.  
 17 In 2010, Tyler Union took away their program  
 18 on domestic fittings and only gave a rebate through The  
 19 Distribution Group on imported fittings. Now, I can see  
 20 where that would make sense. You know, why give somebody  
 21 a rebate, why give away money if they've got to buy it  
 22 from you anyway. So why make it where there's any  
 23 incentive to buy it. So it sort of made sense just to  
 24 say: We're not going to have a program on domestic  
 25 fittings.

Page 71

1 But then they came out -- and we all have  
 2 copies of the letter. I don't remember when that letter's  
 3 dated, but, you know, they came out, yeah, September of  
 4 '09 saying, you know: Here's the deal, and you can --  
 5 MR. RENNER: And, for the record, I'm showing  
 6 the witness a copy of a document that we've marked as  
 7 CX-6. CX-6 is a letter from Tyler Union and Clow Water  
 8 Systems dated September 22, 2009.  
 9 BY MR. RENNER  
 10 Q. Sir, is this the letter you were referring to?  
 11 A. Yes, yes. And this is -- in September of '09 is  
 12 when the vendor committee of The Distribution Group met  
 13 with vendors, including Tyler Union, to map out -- to  
 14 negotiate whatever programs were going to be in existence  
 15 in 2010.  
 16 And then plus in that same time frame, The  
 17 Distribution Group shareholders have a meeting, or had a  
 18 meeting, and then also in October of '09 there is a fall  
 19 forum of the water and sewer distributors where the  
 20 manufacturers and distributors meet and, you know, you  
 21 have an appointment card and every 20 minutes you're  
 22 meeting with another manufacturer. So it's a major  
 23 meeting of distributors and manufacturers in October of  
 24 '09.  
 25 So by this time this letter has come out that

Page 72

1 talks about your support of McWane as to what -- you know,  
 2 and their domestic fitting line.  
 3 Q. What did you think the letter meant as a  
 4 practical matter?  
 5 A. Well, I knew what it meant was: You better not  
 6 buy anything from Star.  
 7 Q. Or what?  
 8 A. Well, the message was clear, both written and  
 9 verbally, that if you buy a project from Star, you're  
 10 going to go on our, I'm picking the term "bad list."  
 11 You're going to go to the back of the -- not the preferred  
 12 distributor list. They never said we won't sell you  
 13 again, but it was clear that if you need something on  
 14 another project, you know, your order's going to the back  
 15 of the line. You know, we'll probably supply every order  
 16 we have before we'll get to your order. If we have a  
 17 program with you, it would be voided, you know, because  
 18 you bought something from Star.  
 19 And I think it even says in here unless  
 20 there's an emergency, don't buy anything from another  
 21 source. You know, you get your product from Tyler Union,  
 22 Clow Water or through SIGMA, and exceptions are where  
 23 Tyler Union or Clow products are not readily available  
 24 within normal lead times. That means you can go buy it if  
 25 it's an absolute emergency, buy something you need, but

Page 73

1 you better not buy a project and you better tow the line.  
 2 Q. Just now you mentioned that part of what was  
 3 communicated to you was that if Tyler had a program with a  
 4 distributor on domestic fittings and the distributor  
 5 stepped out of line that that program would be voided.  
 6 Are we talking about rebate programs?  
 7 A. Rebates, yes.  
 8 Q. Okay. And you mentioned both written and oral  
 9 communications.  
 10 A. Right.  
 11 Q. Who did you speak with about this orally?  
 12 A. Well, to be quite honest with you, I don't have a  
 13 particular recollection of "I spoke with Jerry Janson" or  
 14 "I spoke with so-and-so," but I was in Indianapolis, I  
 15 think it was Indianapolis, I'd have to look back to  
 16 wherever it was, the fall forum was in 2009.  
 17 This whole thing was the hot topic. I mean,  
 18 everybody that was standing around the bar or water cooler  
 19 or wherever you were having a friendly chat with somebody,  
 20 the biggest topic of conversation was, you know, what  
 21 Tyler Union's, what their message is to everybody.  
 22 Q. Did you think that Tyler was bluffing or did you  
 23 think that there was -- that they would follow through on  
 24 what they said?  
 25 A. I had no reason to think they were bluffing.

Page 74

1 And, having been in this business for 30-plus years and  
 2 knowing the attitude of McWane as a whole and being  
 3 familiar with the problems they've had with EPA and OSHA  
 4 and all the other things, there is an arrogance at McWane  
 5 that I wouldn't consider it a bluff. I would consider it  
 6 to be that they're serious about what they say they're  
 7 going to do to you.  
 8 Q. The repercussions that we've been talking about,  
 9 losing the rebate or not having your domestic fittings  
 10 order filled on a timely basis, are those significant  
 11 concerns for a distributor?  
 12 A. Sure, oh, yeah. I mean, your rebate percentage  
 13 is in the teens, so you're talking about a significant  
 14 amount of money that you would lose. More importantly is  
 15 the problems you're going to have going forward in buying  
 16 product from them, whether it's going to be lack of  
 17 availability, slow service. You know, they're the 2,000-  
 18 pound gorilla in the room no matter how you slice it.  
 19 Q. If you had had those problems with delivery or  
 20 slow service, how could that have affected your business?  
 21 A. Well, somewhere this afternoon we've talked about  
 22 to a contractor service and reliability is a key issue,  
 23 and, you know, if there's a project going on in  
 24 Huntington, West Virginia that requires domestic fittings  
 25 and I can't get them fittings, one, I'm going to lose that

Page 75

1 order, and I'm probably going to lose future orders  
 2 because they're going to say: Well, hey, you -- and,  
 3 plus, word amongst contractors is going to be, "C.I.  
 4 Thornburg reneged, failed, couldn't supply fittings on  
 5 this project. You better be careful on your project."  
 6 So it would be, I'm choosing the word  
 7 "devastating." I mean, it would not be good to not be  
 8 able to supply fittings.  
 9 Q. The letter, CX-6 mentions that distributors that  
 10 purchase domestic fittings from another source, quote, may  
 11 forego participation in any unpaid rebates for domestic  
 12 fittings and accessories or shipment of their domestic  
 13 fitting and accessory orders with Tyler Union or Clow  
 14 Water products for up to 12 weeks.  
 15 Is 12 weeks a long time?  
 16 A. Oh, that's an eternity. To say you can't get  
 17 something for 12 weeks, you might as well go out of  
 18 business. I mean that's -- 12-week lead time would be  
 19 devastating to a distributor.  
 20 Q. Did you take these considerations that we're  
 21 talking about now, were they what were in your mind at the  
 22 time when you received the letter and you were thinking  
 23 about how this would affect your business?  
 24 A. Well, the letter came out first before there was  
 25 any discussions and you certainly took it into

Page 76

1 consideration.  
 2 Now, keep in mind that initially it wasn't an  
 3 issue because even if on September 23rd I wanted to go buy  
 4 something from Star, I couldn't because they didn't have  
 5 it available. You know, it wasn't until the beginning of  
 6 the year, early 2010 that they were in a position to  
 7 supply a job.  
 8 Q. And, once they reached that position, did this  
 9 policy that we're talking about that's in CX-6 and was  
 10 communicated to you verbally as well, did that have any  
 11 impact on your decision to purchase or not purchase  
 12 domestic fittings from Star?  
 13 A. Oh, I'm sure it did. I'm positive it did. I  
 14 can't quantify a particular project or a particular time  
 15 when we said, "Oh, what are we going to do," and we said,  
 16 "Well, we better not rock the boat." But I'm positive  
 17 that it influenced our decision-making as time went along  
 18 in 2010.  
 19 Q. Was there a time where you were ready, willing  
 20 and able to purchase from Star and the only thing that was  
 21 holding you back was this policy?  
 22 A. I don't remember there being such a time. There  
 23 is a time lag between getting a job and supplying a job  
 24 because if there's a job being bid today, and I may be  
 25 giving you more education than you want, but a job that's

Page 77

1 bidding today will take 90 to 120 days before it is under  
 2 contract.  
 3 At that point in time I've got to give you  
 4 submittal data as to what I'm going to supply. Well, so  
 5 in January of 2010, Star's probably not even ready to be  
 6 considered, so when we're quoting projects in the first  
 7 quarter of 2010, we're using Tyler Union because -- not  
 8 because of this letter, I'd really like to say it was  
 9 because of this letter, but Star's not -- I can't consider  
 10 them at this point in time.  
 11 And, as I told you earlier, I mean you give  
 12 submittal, you're kind of saying: Here's what we're going  
 13 to supply. So in April, you know, we're now giving them  
 14 submittal data based on the pricing we used in January,  
 15 so, you know, the first half of the year you're giving  
 16 them -- you were already going to use Tyler anyway because  
 17 Star wasn't ready.  
 18 So in the second half of 2010, you know, Star  
 19 is now ready, but those projects are just towards the end  
 20 -- they're just now getting ready to go to work. So now's  
 21 the time you're placing orders with Star, and we're  
 22 starting to place orders with Star.  
 23 Q. So let me see if I understand. The first half of  
 24 2010, the letter didn't affect your purchases from Star  
 25 because Star wasn't ready?

Page 82

1 Well, in the grand scheme of things, that's just a few  
 2 thousand dollars. Do you really want to risk all your  
 3 potential business for a few thousand dollars?  
 4 I can't sit here and tell you: Oh, well, if  
 5 they went to a .40 and now I'm saving 6 basis points, you  
 6 know, I might be interested. I don't know where that is.  
 7 So, as you said earlier, if this  
 8 investigation went away, but there's still the 2,000-pound  
 9 gorilla in the room, where do you draw the line? Where  
 10 does it become where you think you're going to take the  
 11 risk? That's hard for me to say.  
 12 Q. Can you use the prospect of going with Star to  
 13 get McWane to move a bit on its price for domestic  
 14 fittings? Can you call Tyler up and say, "Look, I'm  
 15 thinking about going with Star, I might stay with you if  
 16 you gave me a discount"?  
 17 A. They have shown no willingness to deviate from  
 18 the multiplier price under any circumstances, not that  
 19 I've seen.  
 20 Q. Earlier we were talking about -- you know, we  
 21 broke 2010 up into two halves.  
 22 A. Right.  
 23 Q. And in the first half you're giving all the  
 24 business to Tyler because Star's not ready.  
 25 A. Correct.

Page 83

1 Q. When you say Star's not ready, what would you  
 2 have needed to see during that time period for them to be  
 3 ready?  
 4 A. When you talk about the size ranges and the  
 5 various configurations, I mean you're not looking for them  
 6 to be 100-percent, "Okay, I have every size, every  
 7 configuration, I have a 60-day supply, you know, sitting  
 8 in Houston, Texas ready to ship." That's not what you're  
 9 looking for. You're just looking for a sense from them,  
 10 meaning Star, that they're ready to service a job.  
 11 They know what it takes to service a job same  
 12 as we do, and I think they sold some jobs during that time  
 13 frame, none through us, but I think they did sell some  
 14 jobs to different distributors in that time frame where  
 15 they were set up and felt comfortable supplying that  
 16 particular job.  
 17 They never came to us saying, "We're ready to  
 18 go, you know, give us a chance." And maybe that's because  
 19 they were always second place to SIGMA in our fitting  
 20 business, so they didn't feel compelled to come rushing  
 21 in. They didn't have that much before, why should I go --  
 22 there's other people I want to go see to say I'm in the  
 23 game before I go see C.I. Thornburg.  
 24 Q. Would you have been interested in purchasing the  
 25 A item fittings that Star might have had during this time

Page 84

1 period and then purchasing your B through D items or your  
 2 oddball fittings from Tyler as necessary?  
 3 A. Oh, without question. If there wasn't a concern,  
 4 whether it be from the letter or whatever other method of  
 5 communication you want to talk about, if it was just a  
 6 completely free market, buy whatever you want to, we're  
 7 happy to sell you anything, you know, we're here to  
 8 service you, and you could go give this order to Star and  
 9 I'm going to have some advantage, whether it's a rebate  
 10 from Star, a point or two price difference, whatever the  
 11 case may be, just another option, but knowing that if they  
 12 don't have something I'm going to turn around and buy it  
 13 from Tyler Union and they're just going to be happy to  
 14 sell it to me, sure, I mean there's no question you would  
 15 have split the business.  
 16 Q. There's no question C.I. Thornburg would have  
 17 split the business?  
 18 A. Right, right  
 19 Q. So should we go back and change your testimony  
 20 from before? I mean, earlier, originally the testimony  
 21 was "In the first half of 2010 the letter didn't change my  
 22 behavior because Star wasn't ready."  
 23 A. Well, okay, I see what you're saying. I agree  
 24 with what you're saying. The first half of the year we  
 25 didn't have to make the decision -- well, we made our

Page 85

1 decisions based on the fact that we knew this was the  
 2 case, you know, the letter was the threat.  
 3 Star, by their own admission, didn't have a  
 4 full line, full configuration, so you didn't consider,  
 5 "Well, let's push the envelope and buy the A items from  
 6 Star and then get the rest from Tyler Union or SIGMA,"  
 7 because Star by their own admission wasn't quite ready.  
 8 So it just never entered the thought process  
 9 to say -- and probably because of the letter, I mean  
 10 because of the threats. I mean why rock the boat if you  
 11 think there's going to be a problem?  
 12 Now, what I was saying just now before that  
 13 when you were talking about what would I do -- or what  
 14 would I have done if there had been no letter, no threat,  
 15 well, I know the Star folks very well, I want to support  
 16 them, glad to see them in the domestic business, let me  
 17 give you some orders, and what you can't supply I'll go  
 18 get from Tyler Union. Yeah, I would have loved to have  
 19 just not had anything floating around in the background  
 20 about what might happen if I do that. Does that make  
 21 sense to you?  
 22 Q. It does, sir. Any idea of how much business you  
 23 would have given to Star in that world we're describing,  
 24 the world where the threat's not in effect?  
 25 A. From a dollar standpoint or half? I mean are you

Page 90

1 you anything if you buy from Star." I mean the whole  
 2 message has come from Tyler Union. And it was after this  
 3 that SIGMA -- well, now, I think it even refers -- this  
 4 was probably about the same time they probably made the --  
 5 when they did this -- yeah, because it mentions "will now  
 6 be available through SIGMA." So in September of '09 is  
 7 when we can now buy Tyler Union fittings from SIGMA.  
 8 Now, I've never had anybody from SIGMA tell  
 9 me they can't sell me Tyler Union fittings if you're  
 10 buying any from Star. So, whether or not the message come  
 11 from Tyler to SIGMA to say don't sell, I don't know.  
 12 But, going back to the question, the ability  
 13 to get fittings is way more important than the rebate, so  
 14 the threat or statement, whatever you want to call that's  
 15 in this next to last paragraph that says "Customers who  
 16 elect not to support this program may forego participation  
 17 in unpaid rebates or shipment of their domestic fitting  
 18 and accessory orders for up to 12 weeks," the 12-week  
 19 penalty time, you know, or lead time is far more critical  
 20 than losing the rebate.  
 21 Q. Have you had any discussions with anyone at SIGMA  
 22 about the rationale for their agreement with Tyler?  
 23 A. No.  
 24 Q. At the meeting that you described, at the June  
 25 2009 AWWA show in San Diego that you had with SIGMA, what

Page 91

1 discussions were had about the possibility that SIGMA  
 2 would enter domestic production?  
 3 A. Oh, I think they were still having that battle  
 4 internally what to do. That was what the whole meeting  
 5 was about was we're still -- at that point in time they  
 6 hadn't yet given up the fight with the EPA that their  
 7 fittings ought to be allowed. They were losing the battle  
 8 and that was -- I don't remember exactly, but I think this  
 9 was about the time the de minimis waiver issue was coming  
 10 out.  
 11 So they were -- you know, they had their own  
 12 lawyers trying to determine: Can we supply import  
 13 fittings under the de minimis waiver? They were looking  
 14 at ways to furnish them domestically, you know, by using  
 15 some other foundry to make their fittings. I think they  
 16 had all options on the table in June, but they never  
 17 mentioned a marriage with Tyler Union.  
 18 Now, I know the personalities well enough to  
 19 know that the people at SIGMA were closer to Tyler Union  
 20 than the people at Star were just from a relationship  
 21 standpoint. So I wasn't shocked when they created  
 22 whatever they created and you could suddenly get Tyler  
 23 Union fittings through SIGMA, but I've never understood  
 24 how this works or how they're doing it.  
 25 Q. Based on your understanding of supply and demand

Page 92

1 and competition as a business person and as a distributor,  
 2 do you have any sense of what the likely result of SIGMA's  
 3 entry would have been on wholesale prices of domestic  
 4 fittings? Do you think having a third option, so now you  
 5 have Tyler, Star and SIGMA, what that would have done to  
 6 prices?  
 7 A. Well, I can only go with what the history is of  
 8 imported fittings because there you have three or four  
 9 options, and typically the way the industry works is a  
 10 manufacturer will -- costs go up so prices need to go up.  
 11 Something's happening in China, we need to raise our  
 12 prices. Somebody will make a move and they announce a  
 13 10-percent price increase, you know, a month from now in  
 14 hopes that the other manufacturers follow suit.  
 15 So the so-called list price and standard cost  
 16 multiplier changes in everybody's at that same level. But  
 17 in 2009 that level meant nothing where you bought fittings  
 18 because the demand was so -- was as poor as it was and the  
 19 supply was as high as it was. I mean, again, you don't  
 20 have to be an MBA, be an economist to know that prices are  
 21 going to be soft. Forget what the letter says, here's  
 22 what we're willing to sell for.  
 23 But, as we sit here today, the 6 or 7 basis  
 24 points below what the -- call it whatever you want to --  
 25 standard cost was going to be. Now, if there's three

Page 93

1 players in the domestic market, there's no reason to think  
 2 that the same situation wouldn't be occurring, that  
 3 there'd be people wanting to deviate from the so-called  
 4 standard cost to get an order.  
 5 Q. I'm wondering if we can look at joint restraints  
 6 maybe for another data point when thinking about this.  
 7 A. Sure.  
 8 Q. You mentioned EEBA earlier in your testimony.  
 9 When the stimulus bill came out, was EEBA the only  
 10 domestic supplier of restraints?  
 11 A. Well, they were probably the only credible one.  
 12 I think they underestimated some other -- because, for  
 13 instance, we get all of our domestic restraints from a  
 14 company in Seattle called ROMAC, and they've been a  
 15 delightful person to deal with and have had a good product  
 16 and a fair price and a better price than EEBA.  
 17 Q. Did Star and SIGMA enter domestic production of  
 18 joint restraints after the ARRA?  
 19 A. Star did.  
 20 Q. Did SIGMA?  
 21 A. No.  
 22 Q. What effect did -- did you observe any effect  
 23 that you would trace back to Star's entry on prices of  
 24 domestic joint restraints?  
 25 A. No, not really. The fittings were what was on

# **Vincent Napoli Deposition Excerpt**

**In the Matter of:**

**McWane, Inc. & Star Pipe Products, LTS**

*May 30, 2012*  
*Vincent Napoli*

**Condensed Transcript with Word Index**



**For The Record, Inc.**  
**(301) 870-8025 - [www.ftrinc.net](http://www.ftrinc.net) - (800) 921-5555**

1 The annual bid is only for things that  
2 they're going to buy on a periodic basis to make  
3 repairs or, you know, change this out, maybe  
4 redirect this line a little bit around some  
5 construction that's going on or going to go on.  
6 It's day to day kind of stuff.

7 **Q. Okay.**

8 A. That's -- those are totally different than  
9 a job that might be performed within the  
10 jurisdiction of that municipality or that water  
11 authority.

12 **Q. Okay. So a new builder, a new project  
13 would be -- have its own project pricing?**

14 A. Correct.

15 **Q. But they would use an annual bid for  
16 repairs?**

17 A. Correct.

18 **Q. Okay. And do I understand you correctly  
19 that it's common for municipalities to have annual  
20 bids for repairs?**

21 A. Yes.

22 **Q. Okay.**

23 A. Extremely. Small cities, large cities,  
24 from New York City, Chicago, Washington Suburban,  
25 all the way down to Calhoun County, Alabama.

1 **Q. Okay. And just so I have a sense of --  
2 when I say "common," is that more than 50 percent of  
3 the time?**

4 A. You mean...

5 **Q. For a municipality to have an annual bid  
6 for their repair work, is it going to be more than  
7 50 percent of municipalities have that? Is it more  
8 than --**

9 A. Oh. No, I wouldn't say that. I wouldn't  
10 say 50 percent, no.

11 **Q. Okay.**

12 A. You know, there's a lot of states, a lot  
13 of areas in the country, we -- it's just not their  
14 practice to do that.

15 **Q. Sure.**

16 A. In the east, you see more in the east in  
17 the -- in the older cities. That's just my  
18 observation. You'll see it in the areas -- in  
19 particularly New England, down the Atlantic  
20 seaboard, there's an awful lot of them, seems like  
21 every little town and village, even, has -- puts out  
22 an annual -- annual bid.

23 Now, it may be a short list, but a lot of  
24 them do. Now, you get further west, Midwest, out --  
25 out -- you may -- San Francisco does, Denver does,

1 the larger cities will, but the smaller ones don't.

2 **Q. Okay. So you were approached in late 2007  
3 about this new position of pricing --**

4 A. Yes.

5 **Q. -- coordinator.**

6 A. Uh-huh (affirmative response).

7 **Q. So what responsibilities in 2008 did you  
8 have as the pricing coordinator?**

9 A. Okay. Well, it was kind of -- it took a  
10 month or so to figure out what those were, to be  
11 honest with you, because it's -- no one person had  
12 been able to -- the -- most of those functions were  
13 performed by two or three different persons, whoever  
14 was closest, one in Tyler, one in Anniston, and  
15 they'd kind of log in what was out there.

16 So if we received an order from a  
17 customer, and they said their pricing was supposed  
18 to be this, which is different from our published  
19 list of multiplier stocking price, the inside sales  
20 representative would have to -- they'd basically  
21 throw up their hands and say, "Is this a good price?  
22 Where did this come from?"

23 **Q. Uh-huh.**

24 A. So there was -- we needed some way to kind  
25 of take the re -- the responsibility out of the data

1 entry person for verifying the price is correct,  
2 because it took up their time, had to have some way  
3 for some one central person to funnel all the  
4 pricing variations -- variations through. And so it  
5 was -- they were trying to find a central place for  
6 the -- to act as a middleman, let's say, from the  
7 field reps to the data entry people and the order  
8 entry people.

9 **Q. So if I understand you correctly --**

10 A. Uh-huh (affirmative response).

11 **Q. -- you are in charge of keeping track of  
12 all the individual job pricing?**

13 A. Yes.

14 **Q. Okay.**

15 A. And annual bids.

16 **Q. Were you also involved in approving job  
17 pricing?**

18 A. Within very narrow limits, because to --  
19 to go to the boss every little tweak, you know,  
20 one percent or two percent here isn't efficient. So  
21 they gave me some -- a little bit of authority to  
22 make some decisions based on some guidelines I was  
23 given.

24 **Q. Okay. So you had authority to approve  
25 price changes up to a couple of percents?**

1 A. Yeah, minor. Minor, yeah, up one or two  
2 points usually, which would be maybe one to  
3 three percent, somewhere in that range, depending on  
4 which multiplier structure it was.

5 **Q. Okay. And just so that we're clear on**  
6 **the record, if a multiplier was a .30, you might**  
7 **have the authority to approve discounts down to a**  
8 **.29 or --**

9 A. .29 --

10 **Q. -- .28?**

11 A. .28, yes, uh-huh.

12 **Q. And would the field sales agents have the**  
13 **authority?**

14 A. They did. Up until the time that I took  
15 that position, they did, and that's where it got a  
16 bit crazy.

17 **Q. Okay.**

18 A. Obviously, they want to sell and, you  
19 know, satisfy the customer. So the easiest way to  
20 do it was if they asked for a lower price, for  
21 whatever reason, give it to them. They made a  
22 mistake.

23 That happens a lot. A customer -- a  
24 distributor makes a mistake, and he picks the wrong  
25 multiplier or the wrong list price or the wrong

1 item, and it's easy for the -- for an area rep to  
2 get a phone call saying hey, we made a mistake, it's  
3 costs -- going to cost about \$10,000 -- the  
4 distributor now -- can you help us out? And the  
5 field rep, to, you know, maintain his friendship or  
6 improve his friendship, they say, "Sure, we can --  
7 yeah, I'll give you .27 or something like that.  
8 Will that work?" Other guy, "Yeah, that sure helps  
9 a lot."

10 There's nothing wrong with that except you  
11 sure want to know what -- when it's happening, or  
12 you like to know before it happens, because they  
13 don't know what the ramifications are as far as  
14 profitability.

15 **Q. Is one of the risks of the -- of the sales**  
16 **agents offering those discounts that it could bring**  
17 **down the market price?**

18 A. Yeah, I suppose, but it's one of those --  
19 you've got to be very careful playing favorites with  
20 your customers when you've got two -- two customers  
21 competing for the same thing. If you move one, you  
22 better be prepared to move the other, and that's  
23 okay for a job if they're trying to pull it from a  
24 competitor's material.

25 **Q. Uh-huh.**

1 A. And you do -- because once you give that  
2 price, they're going to expect it a second time and  
3 a third time and a fourth time.

4 So you've got to be very, very cautious of  
5 that, because the more it declines, it declines, it  
6 declines, the more likely that it is that you're  
7 going to have zero gross margin, and you've got to  
8 have somebody watching over that. My financial  
9 background, my ability to audit and examine, analyze  
10 numbers and pricing, you know, that's part of my  
11 job.

12 **Q. Would it be fair to say -- so once you**  
13 **became the pricing coordinator --**

14 A. Uh-huh (affirmative response).

15 **Q. -- did the local sales agents no longer**  
16 **have the authority to offer those discounts without**  
17 **your approval?**

18 A. They were instructed to run it through me.  
19 We designed a couple of forms to do that. Some used  
20 it, some didn't, but that was the instructions they  
21 were given.

22 **Q. Okay. And did they follow those**  
23 **instructions?**

24 A. Some did, some didn't. The second or  
25 third time you find out they didn't, then they

1 started doing it.

2 **Q. Okay.**

3 A. But there's still some that don't do it on  
4 a regular basis.

5 **Q. Okay. And your job as pricing coordinator**  
6 **was to help -- would it be fair to say that your job**  
7 **as pricing coordinator was to help discipline the**  
8 **job pricing that was going on?**

9 MS. ELMER: Object to the form.

10 A. Could you define that a little more?

11 **Q. (By Ms. Elmer) Sure. You know, since**  
12 **you -- if I understand it correctly, you were saying**  
13 **that you have the ability to track the different job**  
14 **pricing and -- and determine the ramifications on**  
15 **profitability; is that fair?**

16 A. Yes.

17 **Q. Okay. And so if the sales agents were**  
18 **running their job pricing proposals through you --**

19 A. Uh-huh (affirmative response).

20 **Q. -- were you -- was one of your objectives**  
21 **to try to have pricing discipline in the market?**

22 A. No.

23 MS. ELMER: Same objection.

24 A. No, no. No, I mean --

25 **Q. (By Ms. Holleran) Did you --**

1 going to be lower.

2 **Q. And I understood your testimony that Star**  
3 **does discount to get business, right?**

4 A. I think everybody does.

5 **Q. Okay.**

6 A. To get it or maintain it.

7 **Q. Okay. And you view Star's practice of**  
8 **discounting through job pricing as irresponsible,**  
9 **don't you?**

10 MS. ELMER: Object to the form.

11 A. Do I view it as irresponsible? Of -- I'm  
12 not -- say that -- job pricing --

13 **Q. Uh-huh.**

14 A. -- you're talking about? No. Job  
15 pricing, per se, is not irresponsible.

16 **Q. Well, I'm asking about Star's practice of**  
17 **job --**

18 A. Right. I mean, Star's practice, per se,  
19 is not irresponsible. It depends on the level of  
20 reduction in price as to whether it's irresponsible  
21 or not.

22 **Q. Can you explain?**

23 A. Sure. I mean, if you cut your price in  
24 half when you only need to cut it five percent,  
25 that's irresponsible.

1 price -- if you go down in price to a level to where  
2 it's unnecessary, I think it's -- it's probably a  
3 foolish business decision on their part for their  
4 profitability.

5 I mean, but Star, themselves, yeah, they  
6 probably -- they're probably the one that's -- that  
7 appears to our customers -- and this is what our  
8 customers tell us, appears to our customers that  
9 they do things overboard.

10 They do things -- they cut a price more  
11 than they need to. So I would consider that  
12 irresponsible from a business standpoint from their  
13 own bottom line.

14 **Q. And does that force Tyler/Union to also**  
15 **lower its price if they also want to win that**  
16 **business?**

17 A. Sure, sure.

18 **Q. Looking now towards domestic --**

19 A. Okay.

20 **Q. -- fittings. When Star decided to enter**  
21 **the production of domestic fittings, were you**  
22 **concerned that they would have the same effect on**  
23 **the price of domestic fittings that they had had on**  
24 **non-domestic fittings?**

25 A. Let me correct one thing.

1 **Q. Do you view -- again, talking about**  
2 **non-domestic fittings --**

3 A. Uh-huh (affirmative response).

4 **Q. -- do you -- you view Star as ruining**  
5 **prices nationwide, don't you?**

6 MS. ELMER: Object to the form.

7 A. Are you asking if I do?

8 **Q. (By Ms. Holleran) Yes.**

9 A. Consider it to be irr -- what was the word  
10 you used?

11 **Q. No. I -- I'm asking another question.**

12 A. Okay.

13 **Q. You view Star as ruining prices of**  
14 **non-domestic fittings nationwide, don't you?**

15 MS. ELMER: Object to the form, no  
16 foundation.

17 A. I don't -- Star's practice -- nation --  
18 you're ruining prices nationwide, is that what  
19 you're saying? Is that what --

20 **Q. (By Ms. Holleran) Well -- well, let me**  
21 **clarify. You view Star as ruining prices**  
22 **nationwide, don't you?**

23 MS. ELMER: Same objection.

24 A. No, wouldn't matter whether it was Star or  
25 anybody else. If -- like I said, if you cut a

1 **Q. Okay.**

2 A. They don't produce. Star does not  
3 produce. They're not a producer. They are a buyer  
4 and reseller, okay.

5 **Q. Okay.**

6 A. As far as the ability to affect the price,  
7 no, because they're not a producer, because they're  
8 dealing with costs that are much higher than they're  
9 used to dealing with on the import and conditions  
10 that are more difficult to manage.

11 They can't control like they would with  
12 their sources in China or India or wherever. No, I  
13 don't think they could have nearly the impact on the  
14 domestic price as they could on -- with the import  
15 prices.

16 **Q. Okay. Before Star entered -- began**  
17 **reselling domestic fittings --**

18 A. Okay.

19 **Q. -- Tyler/Union was the only full line**  
20 **supplier of domestic fittings 24 inches and below?**

21 A. That's correct. We -- there used to be  
22 five of us. We are the last survivor. They were  
23 all ruined by -- on two occasions, they were found  
24 to be dumping, and you know, all of them went the  
25 wayside, and we're the only survivor.

1 **domestic fittings?**  
 2 A. No, that's import.  
 3 **Q. That's import, okay.**  
 4 A. Uh-huh (affirmative response).  
 5 **Q. And looking at the top e-mail from Scott**  
 6 **to yourself?**  
 7 A. Yes.  
 8 **Q. Where he says, "Unfortunately, our**  
 9 **competitors have taken an irresponsible approach to**  
 10 **decision making" --**  
 11 A. Uh-huh (affirmative response).  
 12 **Q. -- "yet again."**  
 13 A. Uh-huh (affirmative response).  
 14 **Q. Did you understand him to be referring to**  
 15 **Star?**  
 16 A. I think he mentions both Star and Sigma  
 17 down there earlier.  
 18 **Q. Okay. And then a little later, he says,**  
 19 **"We have walked away from more business than I care**  
 20 **to mention, especially in the southeast."**  
 21 A. Yes.  
 22 **Q. What do you understand him to be referring**  
 23 **to?**  
 24 MS. ELMER: Object to the form. If you  
 25 know.

1 A. Walked away from more business, just what  
 2 it says.  
 3 **Q. (By Ms. Holleran) So that means you have**  
 4 **lost business?**  
 5 A. Yes.  
 6 **Q. And you agree that that's an accurate**  
 7 **statement?**  
 8 A. I don't know. I mean, I don't know what  
 9 he was referring to, to be honest, but I -- you  
 10 know, "walking away from business," is -- you know,  
 11 that's a term to define, you know, we didn't want to  
 12 buy business at an extremely cheap, below, gross  
 13 below, zero below breakeven point, you know.  
 14 **Q. Okay. And in the last sentence of Scott**  
 15 **Harms' e-mail to you, he says, "Unfortunately, all**  
 16 **this price erosion will make a price increase that**  
 17 **much less likely to stick."**  
 18 A. Uh-huh (affirmative response).  
 19 **Q. Do you know if Tyler/Union had recently**  
 20 **announced a price increase at that point?**  
 21 A. I'm not sure if we had announced it at  
 22 that point, but I know we were con -- that's about  
 23 the time we were working on one, yes.  
 24 **Q. Okay.**  
 25 A. Yes.

1 **Q. And do you understand "price erosion"**  
 2 **meaning that the actual sales price being lower than**  
 3 **the published multiplier map price?**  
 4 A. Yeah, that's a term, I think, used  
 5 generally in business. It says, you know, when  
 6 pricing erodes, like gasoline right now, pricing is  
 7 eroding, yes, you know, pricing is going down.  
 8 That's erosion.  
 9 **Q. Okay. Turning to the first page of --**  
 10 A. Uh-huh (affirmative response).  
 11 **Q. -- CX 2191.**  
 12 A. Okay.  
 13 **Q. The middle e-mail is from you to Jerry**  
 14 **Jansen, Scott Harms and Buck Christian. It starts**  
 15 **with "I wonder if..."**  
 16 A. Okay.  
 17 **Q. Do you see that?**  
 18 A. Uh-huh (affirmative response).  
 19 **Q. Can you read out loud your e-mail, please?**  
 20 A. Sure. "I wonder if HD told Star (and  
 21 Sigma) that they were being irresponsible. Do they  
 22 think they will be the only ones the get the .42?  
 23 Soon as the market does deteriorate, they will have  
 24 to sell 12-and-a-half percent more to obtain the  
 25 same raw dollar revenue, and their rebate will be

1 smaller, plus their inventory will have to be  
 2 written down, direct negative effect on their bottom  
 3 line and cash flow. At least one of the branch  
 4 manager's performance measures will be harder to  
 5 obtain (revenue growth). Idiots."  
 6 **Q. What did you mean by your statement, "Soon**  
 7 **as the market does deteriorate," in the second line?**  
 8 A. Second line. If pricing deteriorates, if  
 9 you drop your price 12-and-a-half percent, then they  
 10 have to sell 12-and-a-half -- I'm talking about a  
 11 distributor's perspective. If they're -- if -- if  
 12 the price they have to sell at -- sell at, not what  
 13 they buy at, but if the price they have to sell at  
 14 drops 12-and-a-half percent, they have to sell  
 15 12-and-a-half percent more product to keep the same  
 16 revenue level, gross revenue level, simple  
 17 economics.  
 18 The rest of it is how that affects them,  
 19 it's commentary as far as what the distributor's  
 20 philosophy is and how they misunderstand basic  
 21 economics.  
 22 **Q. Okay.**  
 23 A. Okay.  
 24 **Q. And were you noting a concern that if**  
 25 **there was one offer at the low price, it would**

1 **deteriorate prices market wide?**

2 A. No, there's never one offer, okay. And  
3 that's the -- part of the point here. Do you think  
4 they'll be the only ones that get the .42, no. And  
5 that's -- that's what typically happens. It's a  
6 technique we've seen our competition use.  
7 They'll go into one distributor and say  
8 I'm -- we're selling our products to your  
9 competition down the street at a .42. Would you  
10 like to buy the -- at the .42 to keep up with your  
11 competition? Well, sure they're going to say yes.  
12 Then they go across the street to the other guy and  
13 said I was just in, made a sale to your competition  
14 down the street at a .42. You're buying at a .44.  
15 Don't you want to keep up with him?

16 So that's a method to -- and -- and what  
17 happens is their buy price goes down, but their sell  
18 price goes down with it. If they were the only ones  
19 to have a lower price, they'd be in a good position,  
20 but that's never what happens.

21 **Q. Okay.**

22 A. Okay.

23 **Q. On your last word, when you said**  
24 **"idiots" --**

25 A. Yes.

1 A. I don't know. I don't know what he meant  
2 by that.

3 **Q. (By Ms. Holleran) And when you read it,**  
4 **you didn't have an understanding of what it meant?**

5 A. No.

6 **Q. Okay.**

7 A. I'm not sure what inventory he's talking  
8 about.

9 **Q. Okay. I'd like to show you what's been**  
10 **previously marked as CX 2199.**

11 **(Exhibit CX 2199 marked for**  
12 **identification.)**

13 A. Okay.

14 **Q. (By Ms. Holleran) Do you recognize CX**  
15 **2199?**

16 A. I don't recall it, but yes, I recognize  
17 it. It's an e-mail, uh-huh (affirmative response).

18 **Q. Okay. Who is Loretta Wall?**

19 A. She works for HD Supply over in South  
20 Carolina or North Carolina, I'm not sure where.

21 **Q. Okay.**

22 A. HD is one of our distributors, yes.

23 **Q. Okay. And who is Sheila Sullivan?**

24 A. She's an inside sales rep that handles the  
25 Carolinas.

1 **Q. -- were you calling HD or Star and Sigma**  
2 **idiots?**

3 A. HD basically.

4 **Q. Okay.**

5 A. But it could apply to both.

6 **Q. In looking at Jerry Jansen's response to**  
7 **your e-mail.**

8 A. Uh-huh (affirmative response).

9 **Q. Said with -- the end sentence is, "With**  
10 **Sigma giving discounts and 150 day, we just take it**  
11 **down in spots to make that inventory cost them."**

12 A. Yes.

13 **Q. What did you understand that to mean?**

14 A. I don't know what he meant. Would you  
15 like me to speculate?

16 **Q. No, I just want to know, when you read**  
17 **that, what did you understand it to be?**

18 A. 150 days, that's 150-day terms. We can't  
19 afford to go that low or don't wish to go that low,  
20 and so we're not going to do a blanket reduction in  
21 an area. We'll take it down when we -- when we need  
22 to.

23 **Q. And how can you make that inventory cost**  
24 **them? Do you know what that means?**

25 MS. ELMER: Object to the form.

1 **Q. And did you understand this e-mail for --**  
2 **that Sheila Sullivan was asking if you can give a**  
3 **job discount to HD Supply headed by Loretta Wall?**

4 A. Yes.

5 **Q. Okay. And can you read your response,**  
6 **please?**

7 A. Sure. "No, we are the only one who makes  
8 the full line of 24 inch and down. No need to drop  
9 the price unless Star is an issue."

10 **Q. And that was on August 16th, 2010?**

11 A. 2010, yes.

12 **Q. Like to show -- like to show you what's**  
13 **been previously marked as CX 2192.**

14 **(Exhibit CX 2192 marked for**  
15 **identification.)**

16 A. August. (Examining.) Okay.

17 **Q. (By Ms. Holleran) Okay. Do you recognize**  
18 **CX 2192?**

19 A. Yes.

20 **Q. Okay. And what is it?**

21 A. It's a series of e-mails between -- excuse  
22 me -- me and my boss and his boss.

23 **Q. Okay. Between you, Jerry Jansen --**

24 A. Jerry Jansen -- sorry -- Rick Tatman, yes.

25 **Q. Okay.**

# **Ruffner Page Deposition Excerpt**

**In the Matter of:**

**McWane, Inc. & Star Pipe Products, LTS**

*May 24, 2012*  
*G. Ruffner Page, Jr.*

**Condensed Transcript with Word Index**



**For The Record, Inc.**  
**(301) 870-8025 - [www.ftrinc.net](http://www.ftrinc.net) - (800) 921-5555**

1 Canada, but he also owned foundries in China.  
2 Then Victor had contacts in India and China of  
3 people that owned foundries. I don't know what  
4 his relationship to them was, but he had those  
5 contacts, and he was willing to introduce me to  
6 them.

7 **Q. At the time, you were buying imported**  
8 **fittings from SIGMA?**

9 A. You know, we did that. I'm not quite  
10 sure exactly when it started.

11 **Q. How did you get to know Mr. Pais?**

12 A. I don't remember the specific time. Just  
13 industry contact.

14 **Q. Was -- do you know whether it had to do**  
15 **with your participation in the ITC proceedings?**

16 A. No. I don't have any specific  
17 recollection of -- I don't remember really when I  
18 met him.

19 **Q. Okay. And so he offered to introduce you**  
20 **to his contacts in India and China?**

21 A. I asked him to do that. I called him and  
22 asked him if he would do that.

23 **Q. Did he travel to those places with you?**

24 A. He did.

25 **Q. Did -- did Mr. Pais or SIGMA offer other**

1 **assistance to you as you made the decision to**  
2 **build a plant in China and built that plant?**

3 A. Not that I recall. But I kind of got out  
4 of it then. The -- the identification of the  
5 property, the process of building the plant, the  
6 specification of what the plant was going to be  
7 like, how you go, what its capacities were, I was  
8 not involved in any of that. This other  
9 subordinate, David Green, was in charge of that  
10 process.

11 **Q. Describe for me, if you will, your**  
12 **relationship with Mr. Pais.**

13 A. Different. Victor really seems to be a  
14 kind of -- or seemed to be desirous of being  
15 really entrepreneurial and an idea guy, I guess  
16 would be a good way to say it. And -- and  
17 periodically, off and on it would go in spurts  
18 where he would think he would have some good  
19 ideas. He would want to get together and discuss  
20 those ideas about joint ventures, selling his  
21 company to us, us doing business together in the  
22 Middle East. Usually it involved his ideas,  
23 McWane money, and him making money on it. So we  
24 didn't do any of them.

25 **Q. Did any of the -- fair to say you've had**

1 **quite a few conversations with Mr. Pais over the**  
2 **years?**

3 A. Yes, sir.

4 **Q. Did any of those ideas result in a deal**  
5 **between McWane and SIGMA?**

6 A. No, sir.

7 **Q. Did you invest in any of the ideas that**  
8 **he brought to you?**

9 A. Only one, although he didn't really bring  
10 the idea to me. There's a joint venture in India  
11 called Xinda, X-I-N-D-A. Victor brought it to my  
12 attention. Or he thought I didn't know about it,  
13 and he brought it to my attention. He is  
14 evidently a small investor in that joint venture.  
15 The actual, controlling business in that joint  
16 venture is a company called Zhangjiagang which is  
17 a ductile line producer based in China. We had a  
18 prior relationship, or I did.

19 And the company did a prior relationship  
20 with Chairman Lu of that company. We had some  
21 substantial negotiations over buying a 25 percent  
22 interest in Zhangjiagang's Pipe Group which  
23 didn't come to any fruition because of concerns  
24 we had about accounting irregularities. It was a  
25 partially state-owned enterprise. We just

1 couldn't get comfortable to do the deal.

2 But I had history -- part of when -- this  
3 doesn't have anything to do with Victor, but part  
4 of my reasoning for doing this sort of trip to  
5 India and China -- I went to Bangkok, too -- was  
6 to meet, introduce myself to people like Chairman  
7 Lu in similar businesses but in different parts  
8 of the world to try and begin to learn and  
9 understand what the global marketplace was like  
10 because it was my belief at the time that the  
11 world was going to get a lot smaller. The U.S.  
12 did not pose really any opportunity in terms of  
13 growth. The expansion plans for McWane were  
14 minimal in the U.S., were not that great; and  
15 that if we did want to grow, we had to first  
16 decide if we wanted to, we had to figure out  
17 where and how. And joint ventures partners in  
18 foreign places like the Middle East or other  
19 places helps mitigate risk. And they have people  
20 and contacts and resources that we maybe don't,  
21 or vice versa.

22 **Q. Okay. And so you did invest in Xinda?**

23 A. In Xinda, yes, we did.

24 **Q. Who exactly invested in Xinda?**

25 A. McWane, Inc.

# **Victor Pais Deposition Excerpt**

Page 1

1 UNITED STATES OF AMERICA  
 2 BEFORE THE FEDERAL TRADE COMMISSION  
 3 - - -  
 4  
 5 In the Matter of : DOCKET NO.  
 6 McWANE, INC., a : 9351  
 7 corporation, and :  
 8 STAR PIPE PRODUCTS, :  
 9 LTD., a limited :  
 10 partnership :  
 11  
 12 May 31, 2012  
 13  
 14 CONFIDENTIAL -  
 15 PURSUANT TO DOCKET NO. 9351  
 16 - - -  
 17 Oral deposition of VICTOR PAIS, taken  
 18 pursuant to notice, was held at the law  
 19 offices of Ballard Spahr LLP, 1735 Market  
 20 Street, 51st Floor, Philadelphia,  
 21 Pennsylvania, beginning at 9:00 a.m. on  
 22 the above date, before Anne Marie  
 23 Beecher, a Certified LiveNote Reporter  
 24 and Notary Public for the Commonwealth of  
 Pennsylvania.

- - -

FREEDOM COURT REPORTING  
 2015 3rd Avenue North  
 Birmingham, Alabama 35203  
 (877) 373-3660

Page 2

1 APPEARANCES:  
 2 BAKER BOTTS, LLP  
 3 BY: JOSEPH A. OSTOYICH, ESQUIRE  
 4 The Warner  
 5 1299 Pennsylvania Avenue, NW  
 6 Washington, D.C. 20004  
 7 (202) 639-7905  
 8 joseph.ostoyich@bakerbotts.com  
 9 Representing McWane, Inc.  
 10  
 11 FEDERAL TRADE COMMISSION  
 12 BY: EDWARD D. HASSI, ESQUIRE  
 13 600 Pennsylvania Avenue N.W.  
 14 Washington, D.C. 20580  
 15 (202) 326-2040  
 16 ehassi@ftc.gov  
 17 Representing the  
 18 Federal Trade Commission  
 19  
 20 FEDERAL TRADE COMMISSION  
 21 BY: J. ALEXANDER ANSALDO, ESQUIRE  
 22 601 New Jersey Avenue, NW  
 23 Washington, D.C. 20001  
 24 (202) 326-3695  
 jansaldo@ftc.gov  
 Representing the  
 Federal Trade Commission

17 BALLARD SPAHR LLP  
 18 BY: MATTHEW A. WHITE, ESQUIRE  
 19 WALTER E. ANDERSON, ESQUIRE  
 20 JASON A. LECKERMAN, ESQUIRE  
 21 1735 Market Street  
 22 51st Floor  
 23 Philadelphia, Pennsylvania 19103  
 24 (215) 665-8500  
 whitema@ballardspahr.com  
 Representing the Witness,  
 Victor Pais

- - -

Page 3

1 I N D E X  
 2 - - -  
 3 Testimony of: VICTOR PAIS  
 4 By Mr. Ostoyich 6  
 5 By Mr. Hassi 191  
 6 P A I S E X H I B I T S  
 7 - - -  
 8 NO. DESCRIPTION PAGE  
 9 1 E-mail, 12/18/07 33  
 10 2 E-mail, 1/24/08 41  
 11 3 E-mail, 3/5/08 63  
 12 4 E-mail, 4/11/08 70  
 13 5 E-mail, 4/14/08 90  
 14 6 E-mail, 4/18/08 94  
 15 7 E-mail, 4/18/08 101  
 16 8 E-mail, 4/24/08 104  
 17 9 E-mail, 6/4/08 108  
 18 10 E-mail, 4/25/08 118  
 19 11 E-mail, 6/20/08 122  
 20 12 E-mail, 5/14/09 131  
 21 13 E-mail, 11/24/08 133  
 22 14 E-mail, 11/24/08 138  
 23 15 E-mail, 11/24/08 143  
 24 16 Financial Statements 154  
 17 BOD update 167

Page 4

1 - - -  
 2 DEPOSITION SUPPORT INDEX  
 3 - - -  
 4  
 5 Direction to Witness Not to Answer  
 6 Page Line Page Line Page Line  
 7 None  
 8  
 9  
 10 Request for Production of Documents  
 11 Page Line Page Line Page Line  
 12 None  
 13  
 14  
 15 Stipulations  
 16 Page Line Page Line Page Line  
 17 None  
 18  
 19  
 20 Question Marked  
 21 Page Line Page Line Page Line  
 22 None  
 23  
 24

<p style="text-align: right;">Page 37</p> <p>1 A. Probably from this 2 reference, it sounds like that, yes. 3 Q. All right. But then 4 Mr. Pietryga says that he -- what 5 territory was Pietryga; the midwest? 6 A. Yes, midwest, out of 7 Chicago. 8 Q. It says: None of his 9 salesmen have heard anything about Tyler 10 changing their list prices, and because 11 of this, I've been reluctant to send out 12 the new list until I see something from 13 them. 14 Do you see that? 15 A. Yes. 16 Q. Now, do you remember, sir, 17 that the company sent out a list price 18 increase at this time, and my client, 19 McWane, did not change its list prices? 20 MR. WHITE: Objection; 21 compound; lacks foundation. 22 A. I'm not sure what time frame 23 you're talking about. These things are 24 so dynamic.</p>	<p style="text-align: right;">Page 39</p> <p>1 Q. Fair enough. 2 You do recall that costs 3 were increasing from India and China -- 4 A. Absolutely, absolutely. 5 MR. WHITE: You've got to 6 let him finish his question before 7 you start talking, and you've got 8 to let him finish his answer 9 before you start asking him the 10 next question. 11 Q. All right. You said that 12 costs were increasing from India and 13 China at the time at the end of 2007. 14 What do you mean by that? 15 A. Exactly what I said. 16 Beginning second half of 17 '07, China's costs started going up 18 dramatically due to a lot of changes in 19 Chinese economy, such as the withdrawal 20 of their export rebate, strengthening of 21 the Chinese currency under pressure from 22 U.S. government, raw material increase, 23 commodity price increases, freight 24 increases, fuel increases, and we were</p>
<p style="text-align: right;">Page 38</p> <p>1 Q. All right. Do you remember 2 that Sigma sent out list price increases 3 at the end of 2007? 4 A. I do recall -- by the way, 5 December is normally the time for the 6 whole industry to look at the prices and 7 change or reduce because the business is 8 slower, to give time for the customers to 9 adjust, et cetera. So that makes likely 10 that we also had an exercise underway. 11 Q. Sure. And that's because in 12 the winter the business is just slower? 13 A. Yes. 14 Q. Now, do you remember that 15 the company sent out a new list price at 16 this time in December of 2007? 17 A. I know, knowing the 18 timeline, we were contemplating one 19 because the costs were just escalating 20 rapidly from China and India. I don't 21 know at this point whether they were sent 22 out or what at that point. Because as I 23 said, there's a lot of activity with 24 different people in that exercise.</p>	<p style="text-align: right;">Page 40</p> <p>1 feeling it almost week, month to month, 2 absolutely. 3 Q. When you say we were feeling 4 it, what do you mean? You were feeling 5 it? 6 A. In our purchase costs. 7 Q. It was affecting the price 8 at which you purchased ductile iron 9 fittings in India and China? 10 A. Yes. 11 Q. And how was it affecting? 12 Was it a big effect, a small effect? 13 MR. HASSI: Object to the 14 form. 15 A. I don't know how you 16 describe big or small. It was material. 17 Q. What do you mean material? 18 A. Anything by way of five to 19 10 to 15% and the trends going that way 20 is a fairly serious increase for us. 21 Q. And was that a factor that 22 led the company to increase its list 23 price in December of 2007? 24 A. I'm sure that was the</p>

<p style="text-align: right;">Page 77</p> <p>1           What did you mean that your 2 two competitors lack the imitative 3 credibility in leadership? 4       A.   Where is that, Joe? 5       Q.   Right in the middle of the 6 second page. 7       A.   Yeah. Traditionally Sigma 8 has always been a pioneering leading type 9 of company. We have not been afraid or 10 bashful to bring about any good 11 practices. However, we are only as good 12 as the whole team, because our decision 13 making was so diverse, we never mandated 14 anyone, we didn't have any rules, that's 15 just not the company we were. 16           And my effort constantly has 17 been to motivate them, not to be shy, not 18 to feel -- our sales team constantly felt 19 a certain reluctance to carry the burden 20 of raising the prices, because that's the 21 toughest thing to do in a market like 22 this. But I always felt if you don't do 23 what you have to do at the time you are 24 supposed to do that, then we'll miss the</p>	<p style="text-align: right;">Page 79</p> <p>1 pricing by way of the multipliers. And 2 the second one, as I've tried to explain 3 here, I was beginning to see, and all of 4 us were as well, a trend which was 5 self-defeating by way of the so-called 6 job pricing that had become an irrelevant 7 distraction in trying to convey a more 8 responsible pricing. 9       Q.   What do you mean that job 10 pricing had become an irrelevant 11 distraction? 12       A.   Well, here I need to give 13 you a little background of our industry, 14 because I know you gentlemen have tried 15 to do the best you can to understand 16 something that most of us are still 17 trying to figure out. 18           Several years back, our 19 business caters to underground pipe, 20 water piping construction, as well as 21 aboveground or plant, treatment plants, 22 sewer treatment plants, water treatment 23 plants, pump stations, et cetera. 24           The traditional distributors</p>
<p style="text-align: right;">Page 78</p> <p>1 chance and we'll fall behind. 2           So it was a constant team in 3 our company that I was trying to motivate 4 them, guide them, give them encouragement 5 and trying to tell them, look, there's no 6 shame in trying to increase prices. At 7 worst, you can always lower them, and if 8 they succeed, then it will help our 9 company. 10          So -- and I felt our 11 competition was being timid in their own 12 way, and which is fine. I mean, that's 13 their choice. So that was the essence of 14 it. 15       Q.   Tell me about the next 16 paragraph there where you say: And I 17 also think our pricing strategy needs to 18 be a one-two punch. 19           What are you conveying 20 there? What idea did you have for 21 Sigma's pricing strategy? 22       A.   I suppose from the reference 23 here and the context, one part of that 24 one-two punch is obviously to elevate our</p>	<p style="text-align: right;">Page 80</p> <p>1 were focusing largely on the underground. 2 It's where easier more standard items are 3 used. They get a list from the 4 contractors, they call, and most of those 5 items are standard items off the shelf. 6           The piping requirements for 7 a plant work, if you will, a treatment 8 plant work, sewage or water or any other 9 industrial pump station, et cetera, is 10 quite different from this underground in 11 a lot of ways. 12          The items used -- especially 13 in the fittings -- pipe is a little bit 14 more because there are only a few 15 standards. Fittings are mostly custom 16 type, oddball as we call them, not 17 available from the stock off the shelf, 18 and mostly in the medium to larger sizes 19 which are stocked less compared to the 20 small because they are very expensive and 21 the usage is very unpredictable. And 22 there are coatings, linings, some 23 specially prepared fabrication pieces, so 24 that segment was managed by a few -- we</p>

<p style="text-align: right;">Page 81</p> <p>1 used to call plant work jobbers. And  2 they're nothing to do with distributors.  3 They both had their own space, if you  4 will.</p> <p>5 But over the years because  6 of consolidation and distribution in the  7 Home Depots of the world came in, the  8 Fergusons, they are constantly looking to  9 expand their footprint, and they started  10 going into plant work space acquiring  11 some of them or starting their own  12 business, et cetera.</p> <p>13 So now previously a plant  14 work supplier will not stock product, and  15 because of the nature of a lot of  16 fittings which require a longer leap  17 time, special pricing maybe, they would  18 always send that list to a manufacturer  19 like us or McWane or Star or U.S. Pipe to  20 quote them, not only prices, but to  21 confirm that we can meet the delivery and  22 all the pieces, et cetera, because they  23 like to have the whole job supply rather  24 than split it up, et cetera.</p>	<p style="text-align: right;">Page 83</p> <p>1 someone else will send another ordinary,  2 and we would quote different prices  3 thinking that -- and I think we may have  4 been responding to what is happening in  5 the market, and it became almost  6 laughable. The customers say, I got in  7 the same day two quotations, same  8 fittings, similar type order size and  9 they're two different pricing.</p> <p>10 So I said, look, something  11 that worked several years back I think  12 has become an obsolete practice, and I  13 discussed with our team and said, this is  14 happening, what our competitors are  15 doing. So I said look, whatever they do,  16 that's fine, and we should not add to the  17 problem.</p> <p>18 So I initiated to address  19 the problem. We cannot eliminate, of  20 course entirely, but let's minimize it to  21 say, that, look, you don't have to have a  22 special pricing, you have the pricing  23 already, use the same list price because  24 it is the same fitting. And that was the</p>
<p style="text-align: right;">Page 82</p> <p>1 So the plant work pricing  2 quotations was a separate activity, while  3 the distributors were hardly sending a  4 list because they would either stock the  5 product themselves or they knew their  6 multiplier and the list, so they would  7 quote the jobs, and when they got it,  8 they would combine all of them and give  9 us an order.</p> <p>10 We didn't know where they  11 would go, what jobs, et cetera, but they  12 would do that.</p> <p>13 This different situation  14 collapsed or was beginning to collapse  15 with the consolidation of the industry.  16 And after the business started dropping  17 and becoming more unstable, the  18 distributors and everyone alike started  19 stocking less and they started showing  20 these so-called lists, RFQs, request for  21 quotation, on anything and everything.</p> <p>22 And I begin to find within  23 the same company sometimes someone would  24 send a so-called plant work job, and</p>	<p style="text-align: right;">Page 84</p> <p>1 attempt that I was trying to initiate  2 here.</p> <p>3 Q. Mr. Pais, this one-two punch  4 that you're internally sending around to  5 your management team, did you call anyone  6 at McWane or discuss with anyone at  7 McWane your one-two punch plan?</p> <p>8 A. Absolutely not.</p> <p>9 MR. HASSI: Object to the  10 form.</p> <p>11 MR. WHITE: You object to  12 the form of that question; did you  13 call anybody at McWane?</p> <p>14 MR. HASSI: Yeah.</p> <p>15 MR. WHITE: Leading?</p> <p>16 MR. HASSI: Leading,  17 compound and vague.</p> <p>18 MR. OSTOYICH: Well, I don't  19 want there to be any objections on  20 the record, so let me just ask  21 him.</p> <p>22 BY MR. OSTOYICH:  23 Q. Tell me, sir, at any time  24 did you discuss with anyone at McWane</p>

<p style="text-align: right;">Page 181</p> <p>1 de-bugged the problem. It's not like we  2 were producing this everyday or  3 something. We had no experience.  4 Everything was an uncharted territory for  5 us, and it was totally imposed on us  6 without any notice. So at that time we  7 were just reacting to come up with a  8 semblance of a plan to satisfy our team  9 who was absolutely distraught, customers  10 who were constantly asking us, because it  11 was so imminent because the U.S.  12 government just pushed it down our throat  13 overnight. So it was very difficult for  14 us to really give a clear answer. And if  15 anyone attempted that, it was just not  16 well thought out.</p> <p>17 Q. How did the timing compare,  18 your expected timing for having fittings,  19 if you proceeded down that path? How did  20 that compare with the ARRA period, do you  21 know?</p> <p>22 MR. HASSI: Object to form.</p> <p>23 A. I being your pardon?</p> <p>24 Q. How long did you anticipate</p>	<p style="text-align: right;">Page 183</p> <p>1 and I believe it was a stipulation that  2 all the contracts against the funding had  3 to be signed within the 12 months from  4 the time the bill was signed, which was,  5 I believe, the middle of February 2009.  6 So we knew it was short lived. And it  7 was going to be quick like a shop slug of  8 work. So we knew the time element to  9 supply the project was very short.</p> <p>10 Q. Mr. Pais, at the end of your  11 memorandum to the board, it says, you're  12 looking forward to a lively discussion  13 tomorrow and beyond.</p> <p>14 Did the board authorize  15 Sigma to spend \$5 million on developing  16 virtual manufacturing in June of 2009 for  17 domestic fittings?</p> <p>18 MR. HASSI: Objection to  19 form.</p> <p>20 A. No, they did not.</p> <p>21 Q. Did they authorize you to  22 spends \$1 million to develop virtual  23 manufacturing?</p> <p>24 A. No, they did not.</p>
<p style="text-align: right;">Page 182</p> <p>1 the ARRA lasting, and how did that  2 compare to your finding for getting into  3 the virtual manufacturing of fittings?</p> <p>4 MR. HASSI: Objection.</p> <p>5 A. We at least knew that the  6 ARRA was definitely a short term, because  7 that's what it was intended. It was  8 intended as a shovel-ready stimulus. So  9 there was a lot of emphasis on now.</p> <p>10 In fact, rightly speaking,  11 we should have had that capability on day  12 one for us to have any capability to  13 supply the projects. So we were already  14 behind the eight ball on day one, because  15 it was just a ball from the blue.</p> <p>16 But for the bureaucratic  17 delays, it could have been even worse  18 because it was supposed to start right  19 away, but when all this discussion was  20 going on, we seem to have got a little  21 bit of time, like two or three months for  22 us to crash together some plan to come up  23 with to satisfy our customers.</p> <p>24 But it was very clear to us,</p>	<p style="text-align: right;">Page 184</p> <p>1 MR. HASSI: Objection to  2 form.</p> <p>3 Q. Did the company have other  4 option for obtaining and selling domestic  5 fittings under ARRA in the middle of 2009  6 without that money?</p> <p>7 MR. HASSI: Object to the  8 form.</p> <p>9 A. I don't know what particular  10 time frame you're looking at, because it  11 was a moving target from day one. There  12 was a lot of confusion. It was a lot of  13 lack of clarity as to what could be  14 qualified and admitted. We pursued a lot  15 of different so-called options, they all  16 turned out to to be miraged. The Mexico  17 option, the Korea option, availing of our  18 tooling from part of the tooling from our  19 Mexico suppliers in U.S. and using them  20 to do virtual manufacturing, et cetera.  21 So most of them turned out to be dead  22 ends. And it left us finally two viable  23 options; one is to produce under our own  24 tutelage and our own funding, and,</p>

<p style="text-align: right;">Page 185</p> <p>1 secondly, to develop access to McWane's, 2 because they are the only ones. 3 Q. When you say of the options 4 is to produce and develop funding, did 5 the board authorize you to spend that 6 money? 7 MR. HASSI: Object to form. 8 A. No. 9 Q. Did the banks authorize you 10 to spend that money? 11 MR. HASSI: Object to the 12 form. 13 A. Not at all. 14 Q. And given your situation 15 with the covenants, was Sigma cash 16 strapped and had to pay the banks in the 17 middle of 2009? 18 MR. HASSI: Object to the 19 form. 20 A. Well, we had to meet our 21 covenants and pay them on a normal course 22 of -- they did not mandate any abrupt 23 payments or anything, but we had to meet 24 our covenants.</p>	<p style="text-align: right;">Page 187</p> <p>1 A. Yes. And for your 2 information, it is still ongoing, still 3 work in progress. 4 Q. What do you mean it's still 5 ongoing, still work in progress? 6 A. We've had a lot of the 7 problems developing that product. We 8 tried several sources who backed out, 9 either cost consideration, quality 10 considerations, and capacity, et cetera. 11 So we're struggling with that. 12 Q. Today, we're roughly three 13 years after the middle of 2009. 14 Do you have a full range of 15 pipe restraint products, domestically 16 manufactured pipe restraint products? 17 A. I am not totally up on if we 18 have all the configurations ready at a 19 commercial level and a level where we can 20 supply the projects, but from what I 21 understand we are still struggling. 22 Q. Why did the company, in the 23 middle of 2009, go forward with virtual 24 manufacturing of domestic pipe restraint</p>
<p style="text-align: right;">Page 186</p> <p>1 Q. The cash you had, the extra 2 cash you had was used to meet your bank 3 covenants, wasn't it? 4 A. Yes, yes. 5 Q. And was the only practical 6 alternative you then had left was to buy 7 via a buy/sell arrangement for domestic 8 fittings from McWane? 9 MR. HASSI: Object to the 10 form. 11 A. You know, we didn't look at 12 it that way. We continued to explore the 13 domestic. Whether the board authorized 14 or not, we knew if we develop a viable 15 option, somehow or the other we could 16 have attempted to support it, but we just 17 -- that option just didn't evolve at all, 18 the feasibility, the place to produce, 19 machine, it just didn't pan out for it to 20 be taken for consideration to go forward. 21 Q. The company did go forward 22 with virtual manufacturing of pipe 23 restraint products, is that right, in the 24 U.S.?</p>	<p style="text-align: right;">Page 188</p> <p>1 products but not Ductile Iron Waterworks 2 Fittings? 3 A. Well, the pipe restraint is 4 also a key product for us. Pipe fittings 5 and restraints often go together in a 6 job, and the same customers would want 7 that. So we embarked on it, knowing that 8 the total range is a very small range in 9 the pipe restraints, as compared to 10 fittings. We initiated it much later, 11 though, not during '09. And as I said, 12 we've been struggling with the proper 13 sourcing. 14 Q. How was the company's 15 financial component in 2009? Did the 16 company have a profit or a loss? 17 MR. HASSI: Object to the 18 form. 19 A. There was a loss. 20 Q. Mr. Pais, I understand you 21 had some communications with Mr. Page and 22 Mr. McCullough regarding the buy/sell of 23 domestic fittings during the summer of 24 2009; is that right?</p>

<p style="text-align: right;">Page 197</p> <p>1 developed with Mr. Page; is that right?  2 Do you recall those  3 questions?  4 MR. OSTOYICH: Object to the  5 form.  6 A. This morning, yes.  7 Q. And you developed a  8 relationship with Mr. Page following the  9 ITC proceedings in 2003 or so?  10 A. Yes, it happened to be at  11 that time.  12 MR. OSTOYICH: Objection to  13 form.  14 MR. WHITE: Wait a minute.  15 He's objecting and you're not  16 letting him get his objection out.  17 MR. HASSI: I didn't hear  18 him let me get my objection out  19 this morning either, so --  20 MR. WHITE: Well, I said the  21 same thing to him, too.  22 MR. HASSI: All right.  23 MR. WHITE: I'm trying to  24 just keep the record clear.</p>	<p style="text-align: right;">Page 199</p> <p>1 be a threat to our source when they  2 announced plans to go to China.  3 Q. And after your call with him  4 you traveled to China and India with Mr.  5 Page?  6 A. Yes.  7 Q. And you introduced him to  8 people in both places, contacts you had?  9 A. Yes.  10 Q. And you helped McWane find  11 sourcing in China for fittings?  12 A. Yes.  13 Q. And you introduced the  14 McWane people to people that could help  15 them develop and build a plant over  16 there?  17 A. Yes.  18 Q. And during that period of  19 time you developed a trusting  20 relationship with Mr. Page in particular?  21 MR. OSTOYICH: Objection.  22 MR. WHITE: Objection.  23 A. We had a mutual respectful  24 relationship over time.</p>
<p style="text-align: right;">Page 198</p> <p>1 So just give him a chance  2 and let the court reporter take  3 down the objection.  4 Mr. Pais, listen, if he has  5 an objection, and just give him  6 the courtesy of waiting before you  7 start speaking.  8 THE WITNESS: Sure.  9 BY MR. HASSI:  10 Q. You volunteered to help  11 McWane find sourcing in China?  12 MR. OSTOYICH: The way  13 that's phrased, I'll object, but  14 go ahead.  15 A. I don't know what you mean  16 by volunteered. We're all business  17 people.  18 Q. I mean, you took the  19 initiative to pick up the phone and call  20 Mr. Page and say, let me introduce you  21 some people in China, didn't you?  22 A. Well, as I said testified  23 this morning, earlier today, I chose to  24 contact him when I heard that there could</p>	<p style="text-align: right;">Page 200</p> <p>1 Q. And you believe that as a  2 result of that mutually respectful  3 relationship, it led to tangible benefits  4 for Sigma?  5 MR. WHITE: Objection.  6 MR. OSTOYICH: Objection.  7 A. We did benefit from some  8 opportunities, yes.  9 Q. Those tangible benefits  10 included higher market pricing and  11 profits including all of Sigma?  12 MR. WHITE: Objection.  13 MR. OSTOYICH: Objection to  14 form.  15 A. I don't know how you derive  16 it from that, but no, I didn't see it  17 that way.  18 Q. Okay. Let me show you a  19 document we've marked as Exhibit 2116.  20 And you can read as much as you'd like to  21 get comfortable, I'm happy to sort of  22 direct you to what I was just referring  23 to, which is on the second page, the  24 second to the last paragraph.</p>

<p style="text-align: right;">Page 205</p> <p>1 relationship?</p> <p>2 A. Sure. We got millions of</p> <p>3 dollars worth of business from McWane.</p> <p>4 Q. And that was because until</p> <p>5 McWane's plant was up and running, you</p> <p>6 were producing for McWane in China?</p> <p>7 A. And even after that.</p> <p>8 Q. Do you still sell to McWane</p> <p>9 from China today, fittings?</p> <p>10 A. Not from China, but from our</p> <p>11 stocks, yes.</p> <p>12 Q. By the way, is A1 still an</p> <p>13 operating factory in China?</p> <p>14 A. As I speak, it is not.</p> <p>15 Q. Why not?</p> <p>16 A. Well, they ran into some</p> <p>17 environmental problems a few years back.</p> <p>18 And we mutually decided that -- they were</p> <p>19 located very close to Beijing, so we</p> <p>20 thought it was not worthwhile with the</p> <p>21 current volume.</p> <p>22 Q. Now, you mentioned this</p> <p>23 morning that you have met with Mr. Page</p> <p>24 on a relatively regular basis over time?</p>	<p style="text-align: right;">Page 207</p> <p>1 September of 2007, do you recall that?</p> <p>2 A. September of 2007. I'm not</p> <p>3 sure, but it's possible.</p> <p>4 Q. Let me show you a document</p> <p>5 we previously marked as 2032.</p> <p>6 Exhibit 2032 are a series of e-mails</p> <p>7 between you and Mr. Page that you send</p> <p>8 and received in the regular course of</p> <p>9 your business; is that right?</p> <p>10 A. Yes.</p> <p>11 Q. And you ask Mr. Page for a</p> <p>12 meeting and he obliges you for a meeting</p> <p>13 on it looks like September 13 in the</p> <p>14 morning?</p> <p>15 MR. WHITE: Excuse me, just</p> <p>16 a second.</p> <p>17 Can we go off the record for</p> <p>18 a second.</p> <p>19 - - -</p> <p>20 (A discussion off the record</p> <p>21 occurred.)</p> <p>22 - - -</p> <p>23 BY MR. HASSI:</p> <p>24 Q. Does this refresh your</p>
<p style="text-align: right;">Page 206</p> <p>1 MR. WHITE: Objection.</p> <p>2 A. How do you define regular?</p> <p>3 Q. How often do you meet with</p> <p>4 Mr. Page? How often in the 2008 time</p> <p>5 frame did you meet with Mr. Page?</p> <p>6 A. I didn't have any frequency</p> <p>7 of meetings. He is a busy person and</p> <p>8 somewhat elusive person, very preoccupied</p> <p>9 with several units that he manages.</p> <p>10 If there was a need, a</p> <p>11 justifiable need that needed his personal</p> <p>12 audience, if you will, I would meet with</p> <p>13 him if it is possible to meet.</p> <p>14 Q. You would ask for a meeting</p> <p>15 and he would give you a meeting?</p> <p>16 MR. WHITE: Objection.</p> <p>17 MR. OSTOYICH: Objection to</p> <p>18 the form.</p> <p>19 Go ahead.</p> <p>20 A. Yes, naturally, he's not a</p> <p>21 person you can just call. I would ask</p> <p>22 his secretary or someone else, and if it</p> <p>23 suited him, suited me, we met.</p> <p>24 Q. You met with him in</p>	<p style="text-align: right;">Page 208</p> <p>1 recollection, sir, that you asked for and</p> <p>2 received a meeting with Mr. Page?</p> <p>3 MR. OSTOYICH: The way</p> <p>4 that's phrased, I'll object.</p> <p>5 MR. WHITE: I'll object as</p> <p>6 well.</p> <p>7 A. Yeah, we met that time.</p> <p>8 Q. Do you recall what you</p> <p>9 talked about?</p> <p>10 A. Most likely, this was --</p> <p>11 MR. WHITE: If you recall,</p> <p>12 you recall. You don't have to</p> <p>13 guess.</p> <p>14 A. I do recall somewhat.</p> <p>15 MR. WHITE: That's fair.</p> <p>16 A. This was a time McWane made</p> <p>17 a big management change replacing their</p> <p>18 previous -- I don't know what the title</p> <p>19 was -- head of the fittings business, Mr.</p> <p>20 David Green, with whom I worked on the</p> <p>21 supply chain. So I think I wanted to get</p> <p>22 some update from him, yes.</p> <p>23 Q. And Mr. Page spent some time</p> <p>24 with you discussing through the</p>

<p style="text-align: right;">Page 209</p> <p>1 management changes that he had made at 2 McWane? 3 A. Yes. 4 Q. And he told you that they 5 were to respond to the weak market 6 conditions; is that right? 7 A. I beg your pardon. 8 MR. WHITE: Objection. 9 Q. He was making those changes 10 to respond to the weak market conditions? 11 A. I don't recall the specific 12 grounds, but he explained the rationale 13 for the change. 14 Q. Do you recall him telling 15 you that McWane's performance in fittings 16 had declined over the last two years, 17 largely because of the market and 18 competitive factors. 19 A. He may have, but those are 20 very general terms that I really don't 21 recall the conversation. 22 Q. Do you recall him telling 23 you that one of the reasons that he was 24 replacing Mr. Green was because of his</p>	<p style="text-align: right;">Page 211</p> <p>1 Q. And that was the foundry 2 that you used at that time for sourcing 3 fittings from China? 4 A. Yes. 5 Q. And you wrote this memo 6 after reporting on the meeting that you 7 had with Mr. Page in September; is that 8 right? 9 A. That's right. 10 Q. And you wrote it to tell Mr. 11 Yin to share with him some of the 12 information that you learned about 13 McWane's restructuring from Mr. Page; 14 correct? 15 MR. OSTOYICH: Objection to 16 form. 17 Go ahead. 18 A. What I learned from him, as 19 well as my own observations. 20 Q. On the second page, in the 21 middle of the page, is a paragraph, it 22 begins with the word, however. You 23 write: However, during the last two 24 years, his performance declined. His in</p>
<p style="text-align: right;">Page 210</p> <p>1 decision to respond aggressively to 2 Star's low pricing with equally low 3 pricing? 4 A. Again, it doesn't ring a 5 bell. 6 Q. And do you recall him 7 telling you that Tyler's profits and 8 volume had gone down? 9 A. Yeah. I do remember the 10 change, the rationale that he gave me -- 11 it is a fairly big restructure. Other 12 than that, it is now five years, I don't 13 remember. 14 Q. Okay. Let me show you a 15 document we've marked as Exhibit 2118. 16 A. Yes. 17 Q. So sir, Exhibit 2118 is a 18 memo that you wrote in the regular course 19 of your business at Sigma? 20 A. Yes. 21 MR. WHITE: Objection. 22 Q. And it's an update to your 23 partner Mr. Yin at A1? 24 A. Yes.</p>	<p style="text-align: right;">Page 212</p> <p>1 that sentence, that's Mr. Green; is that 2 right? 3 A. Yes. 4 Q. Largely because of the 5 market and competitive factors, that's 6 what you wrote; right? 7 A. Yes. 8 Q. And that was information 9 that was reported to you by Mr. Page? 10 MR. WHITE: Objection. 11 MR. OSTOYICH: Objection. 12 MR. WHITE: That's 13 completely misleading and it 14 misstates the document. 15 A. I did not say that that's 16 what I got from him. This is my 17 observation from my own understanding. 18 Q. Did you talk about Mr. 19 Green's performance with Mr. Page? 20 A. I did not talk about it. He 21 told me his restructuring, as they are 22 done, separating the two divisions, that 23 he was overworked, that it's too much 24 responsibility and so on and so forth.</p>

<p style="text-align: right;">Page 305</p> <p>1 MR. OSTOYICH: Objection.  2 Q. And you're not seeking in  3 any way to amend that testimony today,  4 are you, sir?  5 MR. WHITE: Objection.  6 The witness is here pursuant  7 to a subpoena. He wasn't asked by  8 the FTC or McWane to review his  9 transcript from 2010 and provide  10 any corrections or amendments to  11 it, so that's not discoverable.  12 He's here to assist the  13 parties in discovery in a  14 colloquial sense, but he is here  15 pursuant to subpoena to provide  16 his testimony.  17 So if you want to ask him  18 questions if you think he's  19 testifying inconsistently, show  20 the witness the transcript, let  21 him see what you think is  22 inconsistent and then let him  23 opine upon it.  24 MR. HASSI: Okay.</p>	<p style="text-align: right;">Page 307</p> <p>1 pricing, and, hence, losing the market,  2 absolutely, we were guided by that.  3 Q. And as you write here in  4 Exhibit 313 on Page 4, the DIFRA data  5 helped Sigma not allow the sharp market  6 decline to be mistaken as a loss of  7 market, right, sir?  8 MR. OSTOYICH: Objection to  9 form.  10 MR. WHITE: So there's two  11 questions. One is, did you write  12 it, and, two is, do you believe  13 that that's an accurate statement.  14 A. Okay. This sentence, it has  15 helped us not to allow the sharp market  16 decline to be mistaken as a loss market  17 share.  18 To Sigma, it really helped  19 to know that our loss of volume and the  20 decline of volume compared to previous,  21 or our targets, was a result of the  22 market and not to -- yes.  23 Q. Okay. And a loss of market  24 share could cause you -- if you had, in</p>
<p style="text-align: right;">Page 306</p> <p>1 BY MR. HASSI:  2 Q. Sir, is it fair to say that  3 in 2008 when the market was declining,  4 the DIFRA data helped you understand  5 whether your marketshare was constant in  6 that time period?  7 MR. WHITE: Objection; asked  8 and answered.  9 You may answer again.  10 MR. OSTOYICH: I'll object  11 as well.  12 A. Ted, right, in addition to  13 the total market qualification, once we  14 have that relative to our sales in tons,  15 and apples to apples, yes, we were able  16 to track our marketshare. Now, in that  17 context, and I probably understand a  18 little bit about what you were asking  19 earlier, yes, we were able to use that  20 data and decide any and all corrections  21 to our sales strategy, whether putting  22 more boots on the ground or making more  23 calls to the customers, or if we are not  24 being competitive enough with our</p>	<p style="text-align: right;">Page 308</p> <p>1 fact, been losing market share, you might  2 have chosen to revise your prices?  3 MR. WHITE: Objection.  4 MR. OSTOYICH: Objection.  5 A. We could have done a number  6 of things to rectify that.  7 Q. You wrote: Our gross margin  8 continued to be strong throughout the  9 year, even if the volumes have been weak.  10 Was that an accurate  11 statement?  12 MR. OSTOYICH: I'll object  13 to the form for various reasons.  14 A. If you check the data, this  15 is again a statement to reassure the  16 bankers, compared to strong compared to  17 what. They were healthy, but they're  18 strong compared to the previous year.  19 So it is just a statement to  20 ally the fears of the lenders who would  21 need certain assurance, but not certainly  22 analytical to the point that we were as  23 business people.  24 Q. You testified earlier today</p>

<p style="text-align: right;">Page 341</p> <p>1 to the SDP plan?</p> <p>2 MR. OSTOYICH: Objection,</p> <p>3 because he testified he didn't</p> <p>4 present it to the board, but go</p> <p>5 ahead.</p> <p>6 A. Because of the newness of</p> <p>7 our partners and the board, we discussed</p> <p>8 and agreed it is going to be financially</p> <p>9 extremely stressful, however, we are to</p> <p>10 just keep looking for the feasibility if</p> <p>11 there's no other solution.</p> <p>12 Q. And at that point you were</p> <p>13 pursuing two solutions, one was the MDA</p> <p>14 and one was domestic entry, right, sir?</p> <p>15 MR. WHITE: Objection to the</p> <p>16 characterization.</p> <p>17 MR. OSTOYICH: Objection to</p> <p>18 the form.</p> <p>19 A. In later stages, those were</p> <p>20 the two options that were left.</p> <p>21 Q. You mentioned some other</p> <p>22 options you pursued earlier, but those</p> <p>23 turned out to not work out; right?</p> <p>24 A. Yes.</p>	<p style="text-align: right;">Page 343</p> <p>1 tumultuous phase, it's easy to try and</p> <p>2 get something, you know, very concrete</p> <p>3 one way or the other.</p> <p>4 In reality, we were not sure</p> <p>5 of anything related to that whole, not</p> <p>6 the volume, not the time element, we were</p> <p>7 not sure of the MDA. Even when we</p> <p>8 signed, they could have taken it off any</p> <p>9 time. That is the kind of offer it was.</p> <p>10 So we were looking, keeping the options</p> <p>11 open, and, meanwhile, we had to supply to</p> <p>12 the customers. And since MDA allowed us,</p> <p>13 we kept going.</p> <p>14 So it's not fair to say that</p> <p>15 we decided one against the other at any</p> <p>16 time. There was not much of a choice,</p> <p>17 given our whole focus was to service the</p> <p>18 customers.</p> <p>19 Q. Jim McGivern is the current</p> <p>20 CEO of Sigma?</p> <p>21 A. Yes.</p> <p>22 Q. In the summer of 2009, you</p> <p>23 were bringing him up to speed -- well,</p> <p>24 describe the relationship between the two</p>
<p style="text-align: right;">Page 342</p> <p>1 Q. And because you signed the</p> <p>2 MDA, you never went to the board for</p> <p>3 approval on the SDP, is that right, sir?</p> <p>4 MR. WHITE: Objection.</p> <p>5 MR. OSTOYICH: Objection as</p> <p>6 to the way it's phrased.</p> <p>7 A. It's fair.</p> <p>8 Q. Is it fair to say that</p> <p>9 Frontenac was supportive of your efforts</p> <p>10 to explore domestic entry?</p> <p>11 MR. WHITE: Objection.</p> <p>12 MR. OSTOYICH: Objection to</p> <p>13 the form, but go ahead.</p> <p>14 A. Certainly they were there</p> <p>15 with their model support, if not</p> <p>16 financial support.</p> <p>17 Q. And it was your view in the</p> <p>18 summer of 2009 that if you could get an</p> <p>19 MDA, an agreement with McWane, that you</p> <p>20 would not pursue the SDP; is that right?</p> <p>21 MR. WHITE: Objection.</p> <p>22 MR. OSTOYICH: Objection.</p> <p>23 A. That is not true. Here,</p> <p>24 three years removed from all of that</p>	<p style="text-align: right;">Page 344</p> <p>1 of you in the summer of 2009?</p> <p>2 A. It was good.</p> <p>3 Q. What was his involvement at</p> <p>4 Sigma in the summer of 2009?</p> <p>5 A. He had just joined Sigma as</p> <p>6 the future CEO. He was on the board</p> <p>7 before, so he was familiar with the</p> <p>8 organization. So he came in, I think,</p> <p>9 around July. And at that time he was</p> <p>10 just trying to learn the business and</p> <p>11 help us in any way. It was a tumultuous</p> <p>12 year. We cautioned him. So he was just</p> <p>13 helpful in learning the business, helpful</p> <p>14 in participating in as many discussions</p> <p>15 as he could.</p> <p>16 Q. Let me show you a document</p> <p>17 we've marked as CX 1018.</p> <p>18 A. Yes.</p> <p>19 Q. Sir, Exhibit 1018 is a</p> <p>20 series of e-mails that you sent and</p> <p>21 received in the regular course of your</p> <p>22 business at Sigma?</p> <p>23 A. Yes.</p> <p>24 Q. And you see that Mr.</p>

<p style="text-align: right;">Page 369</p> <p>1 called off.</p> <p>2 Q. When you began those efforts</p> <p>3 in 2005, who did you speak to about it?</p> <p>4 A. Tom Griffin, and through</p> <p>5 him, the law firm of Bradley Arrant in</p> <p>6 Birmingham.</p> <p>7 Q. And did you choose Bradley</p> <p>8 Arrant because they were counsel to</p> <p>9 DIFRA?</p> <p>10 A. Yes.</p> <p>11 Q. Sir, you're involved in the</p> <p>12 process of drafting Sigma's letters to</p> <p>13 its customer base?</p> <p>14 A. That's a very broad scope</p> <p>15 there. I don't do all of them or most of</p> <p>16 them. Some important ones if my help is</p> <p>17 needed.</p> <p>18 MR. OSTOYICH: Can you just</p> <p>19 keep your voice up? I'm having a</p> <p>20 hard time hearing you.</p> <p>21 THE WITNESS: Okay.</p> <p>22 BY MR. HASSI:</p> <p>23 Q. And one of the reasons that</p> <p>24 they are important is because you</p>	<p style="text-align: right;">Page 371</p> <p>1 proffers by this development to</p> <p>2 the claims in the complaint?</p> <p>3 MR. HASSI: I'm not sure I</p> <p>4 need a proffer, but I'll ask some</p> <p>5 questions that I think will make</p> <p>6 it crystal clear.</p> <p>7 MR. WHITE: I'm just asking</p> <p>8 if you have a proffer. It seems</p> <p>9 like the answer is no.</p> <p>10 MR. OSTOYICH: I'm still</p> <p>11 reading it.</p> <p>12 MR. WHITE: I'm going to</p> <p>13 object to the use of the document,</p> <p>14 because it doesn't seem like it's</p> <p>15 relevant to any of the issues in</p> <p>16 the complaint.</p> <p>17 MR. OSTOYICH: I think</p> <p>18 relevance is reserved and always</p> <p>19 has been, so I just hope we're not</p> <p>20 going to spend a lot of time on it</p> <p>21 at this point, but go ahead.</p> <p>22 MR. HASSI: I'll go ahead</p> <p>23 when the witness is ready.</p> <p>24 A. Okay.</p>
<p style="text-align: right;">Page 370</p> <p>1 understand that others will read them and</p> <p>2 try to discern your meaning in the</p> <p>3 letters?</p> <p>4 MR. WHITE: Objection.</p> <p>5 MR. OSTOYICH: I join in</p> <p>6 that objection.</p> <p>7 A. Beg your pardon? What's the</p> <p>8 question?</p> <p>9 Q. When you send your letters</p> <p>10 out, your dear customer letters, you're</p> <p>11 sending a message not just to your</p> <p>12 customers, but you're sending a message</p> <p>13 to the market as a whole, are you not,</p> <p>14 sir?</p> <p>15 MR. WHITE: Objection.</p> <p>16 MR. OSTOYICH: Objection.</p> <p>17 A. Ted, you're giving too much</p> <p>18 credit to what I've done. For me,</p> <p>19 communication was important, and I did</p> <p>20 the best I could.</p> <p>21 Q. Let me show you a document</p> <p>22 we've marked as Exhibit 1413.</p> <p>23 A. Okay.</p> <p>24 MR. WHITE: Do you have some</p>	<p style="text-align: right;">Page 372</p> <p>1 Q. Sir, Exhibit 1413 is a</p> <p>2 series of e-mails that you sent and</p> <p>3 received in the regular course of your</p> <p>4 business at Sigma?</p> <p>5 MR. OSTOYICH: I'll object</p> <p>6 to the way it's phrased, but go</p> <p>7 ahead.</p> <p>8 A. Yes.</p> <p>9 Q. And the e-mail on the first</p> <p>10 page, your e-mail dated June 8, 2010, you</p> <p>11 write: Larry, since our price increase</p> <p>12 letter at this point is largely a</p> <p>13 heads-up to the customers and the market</p> <p>14 about our intention to follow suit when</p> <p>15 Star or others take definitive action on</p> <p>16 price increases, I thought the attached</p> <p>17 revised letter would be more effective.</p> <p>18 You wrote that, did you not,</p> <p>19 sir?</p> <p>20 MR. OSTOYICH: I'll object</p> <p>21 to the way it's phrased, but go</p> <p>22 ahead.</p> <p>23 A. Which one you're asking I</p> <p>24 wrote?</p>

<p style="text-align: right;">Page 373</p> <p>1 Q. This first e-mail, first 2 paragraph, you wrote that, sir? 3 A. Yes, yes. 4 Q. And you were referring to a 5 draft letter to Sigma's customers which 6 is on the fourth page of this exhibit; is 7 that right, sir? 8 MR. OSTOYICH: Objection. 9 A. I'm not sure if I wrote 10 this. I have no recollection. 11 Q. I wasn't asking whether -- 12 A. Okay. 13 Q. But in your e-mail you're 14 referring to that letter, and you're 15 referring to it largely as a heads-up to 16 customers and the market about our 17 intention to follow suit when Star or 18 others take definitive action on price 19 increases. 20 MR. OSTOYICH: I object for 21 a couple of different reasons, but 22 go ahead. 23 A. This one I wrote, yes. 24 Q. And that was your</p>	<p style="text-align: right;">Page 375</p> <p>1 this letter is that when Star or somebody 2 else takes a definitive action on a price 3 increase, Sigma would follow that 4 increase; correct? 5 MR. OSTOYICH: Object to the 6 form. 7 MR. WHITE: Objection. 8 A. Yes. We were conveying to 9 the customers if they get an increase 10 from others, we certainly would like to 11 get that, too. 12 Q. Okay. And you write to 13 customers and the market, so you were 14 signaling beyond just to your customers. 15 You were signaling to the 16 larger market; right, sir? 17 MR. WHITE: Objection. 18 MR. OSTOYICH: Objection. 19 A. As I said, we don't think 20 through all ramifications. You know, 21 this is my memo to him. The market, the 22 customers, industry, business, we use 23 that interchangeably, but I can't tell 24 you that I thought about this competitor</p>
<p style="text-align: right;">Page 374</p> <p>1 understanding of the purpose of this 2 letter at this point, was a heads-up to 3 customers in the market, right, sir? 4 MR. OSTOYICH: Objection to 5 form. 6 MR. WHITE: Objection. 7 A. Well, what I can see what I 8 was trying to tell Larry is, if Star and 9 others take an action, that we will still 10 follow. 11 Q. And you were telling Larry 12 that you wanted to convey that in your 13 letter to customers, correct, sir? 14 MR. OSTOYICH: Objection. 15 MR. WHITE: Objection. 16 A. Yeah, I was trying to tell 17 Larry can wait to the customers who may 18 be looking to our answer if they have 19 heard from others what they plan to do; 20 that, yes, we're not going to hold back. 21 We would like to -- because the situation 22 warrants it. 23 Q. And so one of the messages 24 that you intended for Sigma to convey in</p>	<p style="text-align: right;">Page 376</p> <p>1 or that competitor. I can't tell you 2 that. 3 Q. Okay. You go on to write: 4 As you can see, it captures the two 5 specific actions signaled by Star. 6 Do you recall what the two 7 specific actions signaled by Star were? 8 MR. WHITE: Objection. 9 A. No, I do not. 10 Q. Do you recall how Star 11 signaled those two specific actions? 12 A. No, I don't. 13 Q. Do you recall whether Star 14 signaled those two specific actions in a 15 letter to their customers? 16 A. Most likely, but I can't be 17 sure. 18 Q. And when you go on to say: 19 Adding a few wishful thoughts of our own 20 thrown in hopefully to create some 21 momentum attraction, what do you mean by 22 that? 23 A. You know, at this point 24 almost two years after, I don't know what</p>

<p style="text-align: right;">Page 377</p> <p>1 those wishful thoughts were that I wished 2 to convey. 3 Q. Sir, let me show you a 4 document we've marked as Exhibit 1086. 5 A. This is short. I'm ready. 6 Q. This is a pair of e-mails -- 7 an e-mail that Mr. Brakefield forwarded 8 to you, including an e-mail from 9 Mr. McCutchen? 10 A. That's what it appears to 11 be. 12 Q. Okay. Do you recall 13 receiving it on or about June 5, 2008? 14 A. Not then. I mean, I don't 15 recall today that I received something 16 like this. 17 Q. No reason to doubt that you 18 received it in the regular course of your 19 business? 20 MR. WHITE: Objection. 21 A. No. 22 Q. Any understanding as to why 23 Mr. Brakefield was sending this e-mail to 24 you?</p>	<p style="text-align: right;">Page 379</p> <p>1 submitted would they be able to put 2 together the industry total demand data. 3 Q. And when there was a delay, 4 you asked Mr. Brakefield to follow up and 5 to find out what the status of the data 6 was; is that fair? 7 A. I'm not sure if I did. I 8 don't recall. 9 MR. WHITE: If you don't 10 recall, he can refresh your 11 recollection. 12 THE WITNESS: Sure, okay. 13 BY MR. HASSI: 14 Q. Do you recall the language 15 in Mr. McCutcheon's e-mail in which he 16 says, does that look familiar, came from? 17 MR. OSTOYICH: Objection. 18 A. Was I familiar or am I 19 familiar now today? 20 Q. Were you familiar then? 21 A. Again, I don't recall seeing 22 this and trying it, but today I can see 23 it because earlier today you showed me a 24 letter from Tyler.</p>
<p style="text-align: right;">Page 378</p> <p>1 MR. OSTOYICH: Well, the way 2 that's phrased, I'm going to 3 object to it, but go ahead. 4 MR. WHITE: Same objection. 5 A. Ted, at that time, I suppose 6 this is the first data that was evaded, 7 and as I have testified earlier, by this 8 time, I had seated the follow-up on -- 9 and the whole conduct of the association 10 to Tom and Larry from our organization. 11 I had a lot of other things going on. 12 So he is trying to inform us 13 that data from Star is forthcoming or 14 sent or whatever. 15 Q. Sir, you were interested in 16 knowing when the DIFRA data had been 17 submitted to the accountants; is that 18 fair? 19 A. I was -- come again, please? 20 Q. You were interested in 21 knowing when the DIFRA data was submitted 22 by the various members to the 23 accountants; is that right? 24 A. Yes. Only if all four</p>	<p style="text-align: right;">Page 380</p> <p>1 Q. And you recognize that 2 language as coming from the letter from 3 Tyler? 4 A. Yes. 5 Q. And do you have any 6 understanding as to why Mr. McCutchen was 7 quoting from a Tyler letter in an e-mail 8 to Sigma? 9 MR. WHITE: Objection; calls 10 for speculation. 11 MR. OSTOYICH: Objection. 12 A. Ted, you're taking this -- I 13 can't -- 14 MR. HASSI: Would you please 15 read back the question? 16 - - - 17 (Whereupon, the court 18 reporter read the pertinent 19 portion of the record.) 20 - - - 21 MR. OSTOYICH: Object to the 22 form. 23 A. To me, this is the height of 24 sarcasm, and a derisive comment because</p>

**Victor Pais**  
**Investigational Hearing Excerpt**

**In the Matter of:**

**McWane/Sigma**

*July 23, 2010*

*Victor Pais*

**Condensed Transcript with Word Index**



**For The Record, Inc.  
(301) 870-8025 - [www.ftrinc.net](http://www.ftrinc.net) - (800) 921-5555**

Page 34

1 A. I'm sure our business is a specialized business,  
 2 and no matter what segment you -- because there's a lot  
 3 of detail involved, but it's easier in underground.  
 4 Q. Now, SIGMA has -- up until the MDA with McWane,  
 5 has focused on imported domestic or imported ductile  
 6 waterworks fittings; is that correct?  
 7 A. Yes.  
 8 Q. Are there areas that have domestic only  
 9 specifications?  
 10 A. There are some.  
 11 Q. And do you have a sense of how the number of  
 12 those specifications has trended over time? I mean, is  
 13 this a growing trend? Is this a shrinking trend? Is it  
 14 a stable number of domestic only specifications?  
 15 A. Up until ARRA, it was a declining trend.  
 16 Q. What explains that, sir, in your view?  
 17 A. I would ascribe it to three factors. One is the  
 18 general acceptance of global marketplace. There were a  
 19 lot of barriers early on about products being used in  
 20 the waterworks industry not being accepted if they were  
 21 made outside the U.S.A. That has changed.  
 22 Number 2 is the quality and service provided by  
 23 those who produce these products from overseas such as  
 24 SIGMA, and the third is the unique difficulties involved  
 25 in the economics of the products that we're talking

Page 35

1 about. They are a labor intensive, environmentally  
 2 sensitive production.  
 3 Over the years, because of laws, higher  
 4 enforcement of environmental regulations in the U.S., a  
 5 lot of the production has migrated overseas.  
 6 Q. Do you have a sense before the ARRA was passed  
 7 of what percentage of the downstream market had a  
 8 domestic only specification?  
 9 A. Just our internal guesstimate, if you will, and  
 10 we always put that as under 10 percent.  
 11 Q. And did SIGMA make any efforts to flip those  
 12 specifications to convince municipalities to use -- to  
 13 allow imported fittings on its products as well?  
 14 A. Oh, yes.  
 15 Q. Just describe some of those efforts that you  
 16 made, sir.  
 17 A. Well, this is our 25th year. When we started,  
 18 it was I would say 90 percent worse, if not higher. It  
 19 was buy domestic or Buy American, so obviously we had to  
 20 start one city at a time and one town and state or  
 21 whatever, agency, and change the so-called spec and get  
 22 approved, absolutely.  
 23 Q. And what sort of -- what sort of presentation  
 24 would you make? What arguments would you make or data  
 25 points would you draw out to convince an end user to

Page 36

1 allow imported fittings?  
 2 A. That would depend largely on the specifier or  
 3 the city. Some have very rigid standards to meet, such  
 4 as samples or qualities, certification, et cetera. With  
 5 others, it is to convince them that we meet the AWWA  
 6 standards. Some would just go with that.  
 7 But in most cases it was to convince them that  
 8 we are a responsible supplier because where they're  
 9 buried and used, the responsibility factor that we stand  
 10 by the product after they're buried and used. It's  
 11 huge. That's the biggest concern.  
 12 Q. Is price a consideration?  
 13 A. In what respect?  
 14 Q. In an end user's decision whether or not to  
 15 switch from a domestic only specification to allow  
 16 imported fittings?  
 17 A. Mostly not.  
 18 Q. Why not, sir?  
 19 A. Because the people who are interested with this  
 20 task, they are just engineers, and they're most  
 21 concerned about the quality and the durability and the  
 22 avoidance of claims if there is a product -- a quality  
 23 flaw.  
 24 Q. Would you say these individuals are not price  
 25 sensitive?

Page 37

1 A. No.  
 2 Q. No, meaning that they are not price sensitive?  
 3 A. They are not price sensitive.  
 4 Q. I see. You testified that before the ARRA, the  
 5 number of domestic specifications was trending downward.  
 6 Is there a natural bottom to that process, sir? I mean,  
 7 do you think it's possible that there could be sometime  
 8 in the future 100 percent open specifications around the  
 9 country, or -- and are there customers out there that  
 10 are going to stick with domestic fittings come what may?  
 11 A. My sense is some would stick to it, and it's all  
 12 a question of time, and I don't know how far I can go,  
 13 but some would just stick or at least prefer if not  
 14 mandated, but certainly that would have gone further  
 15 down.  
 16 Q. And the end users who have domestic only specs  
 17 today, putting aside the ARRA issue, do you have a sense  
 18 of what's motivating these folks, why they're interested  
 19 in retaining this domestic only specification?  
 20 A. I think it's the comfort factor. To many it's  
 21 an emotional issue. Many of them do it out of patriotic  
 22 considerations perhaps, and they're all -- it's tough  
 23 to -- very few of them give any good reason.  
 24 Q. I see. Now, been going back to your testimony  
 25 that before the ARRA, that the amount of domestic

Page 78

1 time of the ARRA?  
 2 A. No, no.  
 3 Q. And just to back up a bit, when you're  
 4 describing the passage of the ARRA, you said it  
 5 destabilized the industry. How do you mean that?  
 6 A. Well, for almost 23 years in our case, we have  
 7 made the industry more competitive by offering choices  
 8 from overseas, and as we talked earlier, the acceptance  
 9 rate was almost 90 percent. There was such a balanced  
 10 supply landscape, and overnight, because of the Buy  
 11 America, it threatened and especially at a time the  
 12 public funding was at such a distressed level, the  
 13 funding was being replaced by federal funding which  
 14 naturally mandated use of domestic, which left the  
 15 choice practically to one.  
 16 So we thought it was a market destabilization of  
 17 the worst kind.  
 18 Q. What did that do to import prices, to the prices  
 19 of imported domestic fittings? Did the passage of the  
 20 ARRA destabilize the import side of the business?  
 21 A. Again here these are not very well discrete and  
 22 deliberate events. They were all happening in a warp  
 23 speed, so it had the potential to hurt the import  
 24 business as well. I mean, though you can't  
 25 compartmentalize domestic fittings and import fittings,

Page 79

1 but at the end of the day it goes to the same market in  
 2 the same industry and from the same suppliers, so  
 3 naturally it sort of gave one supplier a huge advantage.  
 4 Q. Did you think it was possible that it would  
 5 give -- by one supplier, we mean McWane?  
 6 A. Yes.  
 7 Q. Did you think it was possible that the ARRA  
 8 might give McWane an advantage both in the domestic  
 9 market and because of that, an advantage in the import  
 10 market?  
 11 A. At that time it had the makings of that  
 12 possibility.  
 13 Q. And why do you say that, sir?  
 14 A. Because right now when the federal government  
 15 gets so heavily involved in the economy, in our  
 16 business, our customers would naturally look to a  
 17 reliable supply chain. Up until that time, the reliable  
 18 supply chain had at least three very capable and well  
 19 established suppliers.  
 20 And overnight -- and this is not something of  
 21 one company's ability or something that they came up  
 22 with new that will have a gradual. It's an overnight,  
 23 and because the emphasis is on jobs, et cetera, there's  
 24 a lot of anxiety about the supply chain, and so we all  
 25 feared that by coattails effect, even if McWane did not

Page 80

1 use that themselves, the customers could perceive it to  
 2 be, and now we have to give some business to McWane in  
 3 order to get the domestic fittings.  
 4 Q. Give some business to McWane on the import side  
 5 as well that might have otherwise gone to SIGMA?  
 6 A. Or Star, yes.  
 7 Q. Or Star. Going back to Exhibit 313, I would  
 8 like to just walk through this paragraph that's under  
 9 subpart A, and starting with the second sentence, so you  
 10 write: "In fittings, there are effectively three,  
 11 McWane, SIGMA and Star, and all suffer from the same  
 12 challenges, and there seems to be a great desire to  
 13 improve the pricing, and each one has demonstrated  
 14 through a reasonable amount of discipline, even being  
 15 protective of our respective market share."  
 16 Are you describing 2008 in this sentence, market  
 17 conditions in 2008?  
 18 A. And before. And before.  
 19 Q. Before?  
 20 A. Yeah.  
 21 Q. How did you see -- how did you notice that there  
 22 was a great desire to improve the pricing?  
 23 A. Oh, I was reflecting our desire primarily.  
 24 Q. And you go on to say "each one," meaning I  
 25 assume, McWane, SIGMA and Star, "has demonstrated

Page 81

1 through a reasonable amount of discipline even being  
 2 protective of our respective market share."  
 3 How did you notice that, and what you were  
 4 seeing that supported this sentence?  
 5 A. Up until that time, we felt in '07 and '08  
 6 things were -- last quarter of '08 it was very uncertain  
 7 because that's when it all happened. Up until that  
 8 time, we felt that there was a kind of sense of balance  
 9 in our activity, our volumes. Judging from our own  
 10 performance, we didn't lose any market share that really  
 11 mattered. I mean, we did lose one or two points, but  
 12 that doesn't bother us, you know.  
 13 I also want to set a little bit of a background  
 14 to this note.  
 15 Q. Please.  
 16 A. We talked earlier about the so-called leverage  
 17 buy out I suppose it is, and we had a lot of debt, and  
 18 ARES Capital is one of our lenders, and I was trying to  
 19 do all I can to reassure them -- because they were with  
 20 the economy crisis upon us they just wanted to develop  
 21 down to -- the financial group invests a lot of interest  
 22 in knowing the business, but they go about it in a very  
 23 clinical way.  
 24 So their first concern was all the price letting  
 25 that was beginning to happen to shed inventories and et

Page 82

1 cetera, so I was just trying to give them a reasonably  
 2 accurate statement, however not based entirely on the  
 3 realities. I was trying to reassure them because they  
 4 were upon us as to how to value our inventory, do we  
 5 have to take a mark down, et cetera, and they could  
 6 come -- that could be -- of all the things we were  
 7 facing, this was the last thing we wanted.  
 8 So this was a little bit of cosmetic reply in  
 9 this effort, and throughout the note because they  
 10 were -- there was the first time they were really  
 11 getting into that kind of details.  
 12 Q. I see. No, that's helpful to understand. Thank  
 13 you, Mr. Pais.  
 14 A. Yes, yes.  
 15 Q. When you were referring to the price letting to  
 16 pull down inventories, when did that begin?  
 17 A. No, they were referring to the industry wide,  
 18 economy wide, whether it's in automotives or home goods  
 19 or things like that. I was trying to reassure them,  
 20 because we have a lot of discussion with them as to how  
 21 our -- whether they come in, and they look at fittings  
 22 or metal products, steel products, and there's a lot of  
 23 difference between steel commodities and our part of  
 24 casting.  
 25 Pipes work differently from fittings, et cetera,

Page 83

1 so I was trying to reassure them ours is a value added  
 2 business. Yes, there's a competition, but by showing an  
 3 average in the second paragraph, average sales price, it  
 4 is not exactly reflective because when you bundle all  
 5 small fittings, our average sales price might appear to  
 6 hold because the mix, and there's certain configurations  
 7 selling more than the other, which happen to be -- we  
 8 don't sell uniform margins.  
 9 Q. I understand.  
 10 A. And also the lot sizes, and as it happened with  
 11 the housing business down, the small size volume went  
 12 down and relatively the large sizes, and we have higher  
 13 margins in the large sizes, and the price per ton on a  
 14 fitting is considerably higher so that helps push the  
 15 average up.  
 16 So we were being reassuring to them that, Look,  
 17 look at this data. If they come and say, let's look at  
 18 a six inch 90, how it was that would have shown them, so  
 19 it was a little bit of reassuring them.  
 20 Q. I understand. No, that's helpful context. I  
 21 understand your testimony about how SIGMA understood  
 22 what its market share was. How did -- how did you know  
 23 what McWane and Star's market share was or even -- for  
 24 if they had been "protective of their market share"?  
 25 A. Well, it had -- for up until as I said -- until

Page 84

1 the crisis, everyone did their best. Everyone had  
 2 their -- I think it's reasonable to expect from our own  
 3 growth and from what we have heard of Star's growth in  
 4 all our terms, not just in fittings because we sell a  
 5 lot of other products -- over the years we have grown  
 6 our market share, and it's our belief that Star has  
 7 grown their market share.  
 8 So by trial and error, I guess, the process of  
 9 elimination, McWane has lost theirs, but everyone was,  
 10 if not happy, comfortable with what was happening, and  
 11 that was my assessment.  
 12 Q. And when you say comfortable with what was  
 13 happening, do you think that that was -- was that  
 14 reflected in price stability or certain level of prices?  
 15 A. Stability is not something that I would use for  
 16 our business, not in the last 25 years. It's tolerable.  
 17 It was not dropping to a point we were losing items,  
 18 losing money on some items or something, but at the same  
 19 time, it is certainly not the way we would have liked it  
 20 to be, given the volume going down, et cetera.  
 21 So it was just one of those -- we're not in any  
 22 threat by anyone, either McWane or Star. We're holding  
 23 our own.  
 24 Q. Did the DIFRA data help you to know that?  
 25 A. Yes. As I said, when you know the whole

Page 85

1 industry, how it is doing, and as it happened in '07  
 2 when we started, there was '06 data, and in '07, that's  
 3 when it started going down. '07 we lost a fair amount  
 4 of market, 12 to 15 percent of market, so certainly if  
 5 our -- not volume. Volume was certainly going down, but  
 6 the market share was holding up. Then that gave us a --  
 7 that we're doing our job, that our selling job is  
 8 adequate, and we can live with that.  
 9 Q. If we can move on. The next sentence you write:  
 10 "This is where the monthly market size data produced by  
 11 DIFRA, an industry association that SIGMA helped to  
 12 form, with four supplier members for fittings" then I'm  
 13 going to skip the parenthetical if I could "helps  
 14 maintain the pricing discipline as the market and market  
 15 share data point to a relatively consistent and stable  
 16 market pattern."  
 17 Is that the dynamic you were just describing?  
 18 A. Yes. Price for us, it's a necessary variable.  
 19 It has never been steady. It does up and down depending  
 20 upon the costs, depending upon the market factors. If  
 21 we wanted to grow the volume, naturally we always use  
 22 price to attract -- that's always been the case, but  
 23 it's a question of degree, to what extent.  
 24 If the DIFRA data pointed to that we were really  
 25 losing market share, then we would have used price to

Page 86

1 get it back, you know, if all else failed. As I said  
 2 earlier, we have a very deliberate review process. All  
 3 the people in all the businesses are hands on, not  
 4 anyone remote, so as a result we have a very good feel  
 5 and so our -- the adjective that I've used to discuss  
 6 SIGMA is we are very nimble.  
 7 Q. Sir, you go on to write: "It," I assume it is  
 8 DIFRA in this case, "it has allowed all of us not to  
 9 allow the sharp market decline to be mistaken as a 'loss  
 10 of market share' which mostly causes price reaction."  
 11 Again is that the dynamic you were just  
 12 describing?  
 13 A. Yes, because in a thoroughly competitive almost  
 14 hostile environment, all you need is a mistaken  
 15 diagnosis of the problem, and look, today everybody  
 16 knows about the uncertainty in the volume. That's what  
 17 we live everyday, but before that, on one hand, up until  
 18 a certain point, market was growing, and there was no --  
 19 from distribution or anything, there was no particular  
 20 helpful indication of where the market was going, so  
 21 this was usually helpful in making the right decision.  
 22 Q. And when you say making the right decision,  
 23 making the right decision on price, would that have been  
 24 one of the decisions?  
 25 A. Price is one factor. The decision in terms of

Page 87

1 monitoring, using our relationship more to get from  
 2 certain customers if we feel overall we're losing market  
 3 share. Absolutely, I mean, there's a whole host of  
 4 things that go to determine the business. Price  
 5 certainly is one of them.  
 6 Q. Did the DIFRA data give you confidence that if  
 7 you were forced to drop your prices to meet prevailing  
 8 market conditions, that McWane or Star, who also  
 9 received the report, would not misinterpret that as an  
 10 attempt to gain share by SIGMA but instead just a  
 11 response to market conditions?  
 12 A. Not really. I mean, again we don't want to  
 13 make -- it was useful, but it was not a pannose for our  
 14 business model. It just gave us exactly what I said,  
 15 how the market was doing overall, and hence from that  
 16 how we were doing, and then from there, what decisions  
 17 we took, vis-a-vis what decision McWane took are  
 18 dramatically different because we are so different.  
 19 Q. Right. Let me show you another document, if I  
 20 could, sir, and this document is marked as Exhibit 319.  
 21 MR. JASINSKI: Are we finished with this one?  
 22 MR. RENNER: We are.  
 23 (FTC Exhibit Number 319 was marked for  
 24 identification.)  
 25 BY MR. RENNER:

Page 88

1 Q. Mr. Pais, take your time to review this.  
 2 Exhibit 319 is an Email chain of two Emails, them  
 3 written by yourself, Mr. Pais. It begins with the Bates  
 4 number SIG0001553.  
 5 Sir, just to give some context, I believe tent  
 6 you're writing this Email, DIFRA has collapsed for lack  
 7 of a better word, and these Emails are in part your  
 8 analysis of the situation.  
 9 Sir, it may certainly help you, but you're free  
 10 to review the whole document for context, but my  
 11 questions are going to come to the third page, the final  
 12 page, 1555.  
 13 MR. JASINSKI: Take your time to read the whole  
 14 Email if you would like.  
 15 THE WITNESS: Right. The last page?  
 16 BY MR. RENNER:  
 17 Q. Right.  
 18 A. Yes, please.  
 19 Q. I think we can just walk through the Emails is  
 20 the best way to raise the issues. In the first  
 21 paragraph, you indicate that as the volume in 2008  
 22 continued to decline, you were "able to stay reassured  
 23 that we were holding on to our SMS or close to it."  
 24 A. Yes.  
 25 Q. And SMS is SIGMA market share?

Page 89

1 A. Yes.  
 2 Q. And as the volume in 2008 continued to decline,  
 3 were you able to use the DIFRA data to keep your prices  
 4 higher than they would have been without the DIFRA data?  
 5 A. You know, that is too much of a macro assessment  
 6 that we can tie to the pricing strategy. Our pricing is  
 7 very local, each customer, each region we could get  
 8 whatever we were getting, and in some cases we have an  
 9 ability to monitor the volumes in tons and sale from  
 10 each customer, each -- of course each state and things  
 11 like that, so all we were feeling was from the DIFRA  
 12 data.  
 13 What we learned was first and foremost we found  
 14 definitely the market was losing money, and this was  
 15 helpful. And in terms of the market share, we found at  
 16 least we were holding our own, so we really didn't have  
 17 to other -- than meeting whoever it is, whether it's  
 18 McWane or Star and now we have a third small competitor,  
 19 et cetera, so it's not a one to one type of a decision.  
 20 Q. And the third small competitor, sir, you  
 21 mentioned, who is that?  
 22 A. It's a company called SIP.  
 23 Q. Where are they based?  
 24 A. Houston.  
 25 Q. Going back to the Email, during this time

Page 154

1 going to be there one way or the other so we had that  
2 confidence.

3 Q. I see. But did Star Pipe's entry into the  
4 market make it less likely that you would enter in the  
5 sense that here you have a market that before the ARRA  
6 was large enough for one firm, McWane, and now you hear  
7 that Star Pipe has entered, now there are two firms.  
8 Did it ever cross your mind that at least three might be  
9 at least one too many?

10 A. Not really because it was already one too many  
11 in the import because it lacks capacity, so why not in  
12 another product?

13 Q. I see. I see. In light of that, if you had not  
14 been able to reach an acceptable MDA agreement with  
15 McWane, would you have continued on and entered the  
16 domestic market?

17 A. I suppose so. We would have stumbled along. We  
18 still would have fallen way short. It doesn't matter,  
19 Star, us, manufacturer ABC, anyone who started at that  
20 time, late as it was, would have been behind the eight  
21 ball to sort of say, so yes, we would have certainly  
22 stumbled along.

23 Q. Do you have a sense of when you would have had  
24 domestic fittings to sell into the marketplace?

25 A. Again we don't see that as a binary function.

Page 155

1 We are there or not there. It was a gradual -- if it  
2 was conclusive that we have no other option, we would  
3 have started a lot slower because of either funding or  
4 availability of facilities, the trial and error, their  
5 capacity, et cetera, but we would have had some product,  
6 a small range by the end of last year, but depending on  
7 when we would have made the decision.

8 Q. And would you have -- would you have entered the  
9 market with the high volume commonly used fittings and  
10 then expanded over time into the odd, strange and  
11 curious fittings?

12 A. That decision also, which would have been  
13 logical, would have been difficult in this time because  
14 they could be a big area job with a midsize fittings of  
15 flange fittings because this is such an unpredictable  
16 phenomena. In the normal course, you're absolutely  
17 right, take the 80/20, take the more volume items, and  
18 that's how we started our business 25 years back. But  
19 we didn't have that option.

20 That's what made that so difficult. It is all  
21 about -- very unpredictable, very unfavorable  
22 environment to make a decision like this.

23 Q. When Star Pipe entered the market, did McWane  
24 respond in any way that came to your attention?

25 A. Not that I'm aware of.

Page 156

1 Q. Did you speak to any customers who indicated  
2 that McWane was going to take an all or nothing type  
3 approach with respect to Star Pipe?

4 A. Did we talk to a customer?

5 Q. Yes, sir.

6 A. No. We did not talk to the customer about it.  
7 We just came across that when we were talking about the  
8 MDA. No. First of all, I don't even know when --  
9 though they announced it in AWWA, nobody believed that  
10 they had done anything at that time. It was more of a  
11 just to grab some attention, but I would not know when  
12 they were so called into the market.

13 Q. I see. And when you were discussing the MDA  
14 with McWane, did you learn about the strategy McWane  
15 planned to take with respect to Star Pipe's entry into  
16 the market?

17 A. None at all. Our whole discussion was, limited  
18 as it was -- they were most concerned about what they  
19 could do for us. Literally speaking we didn't care what  
20 they could do with anything else or what Star did.

21 Q. When you were planning domestic production for  
22 SIGMA, were you concerned that McWane could throw up any  
23 road blocks or erect any barriers to entry that would  
24 make your entry more difficult?

25 A. No, not at all.

Page 157

1 Q. Not at all, okay.

2 MR. RENNER: Why don't we take a break.  
3 (Whereupon, a brief recess was taken.)  
4 (FTC Exhibit Number 240 was marked for  
5 identification.)

6 BY MR. RENNER:

7 Q. Go back on the record, please. Mr. Pais, I  
8 would like to show you a document that we've marked as  
9 Exhibit 240. Exhibit 240 is an analysis of the SIGMA  
10 domestic production plan for waterworks fittings, I  
11 believe. For the record Exhibit 240 is an Email from  
12 Mitchell Rona to Stuart Box and Victor Pais, among  
13 others, at SIGMA dated July 11, 2009, beginning with the  
14 Bates number SIG0003149.

15 A. Yes.

16 Q. Mr. Pais, do you recall receiving this document?

17 A. Yes.

18 Q. Can you tell us what this document was used for?

19 A. Well, primarily now that we have a more  
20 structured management and ownership, board, et cetera,  
21 for any capital expenditure, we have to produce a  
22 feasibility study, project business plan, and we were  
23 just trying to simulate if we made a certain amount of  
24 investment in the domestic production, what could be the  
25 payback and the whole economics of that.

Page 178

1 additional capital?  
 2 Q. In the Email you write "at the right price and  
 3 terms" so does that suggest that there was a price or  
 4 terms that wasn't the right price, that would not  
 5 have -- that would not have induced you to go with the  
 6 MDA rather than continue on with the domestic  
 7 production?  
 8 A. Well, there was one, the 5 percent offer which  
 9 we rejected.  
 10 Q. Did you have a sense of a minimum that you would  
 11 accept in the negotiations?  
 12 A. Yeah, anything that we -- that allowed us to  
 13 make less than about 10 percent on net terms meaning 20  
 14 percent. There's some costs involved in that, some  
 15 rebates, et cetera, and we thought that would be roughly  
 16 in the 8 to 10 percent range, so we were looking at in  
 17 the range of about 10 to 12 percent, if we get that,  
 18 that would be a good offer.  
 19 Q. So 10 to 12 percent margin for SIGMA --  
 20 A. Nets margin.  
 21 Q. -- net margins after you account for your costs?  
 22 A. Exactly, right.  
 23 Q. Yes. So the MDA as written was sort of at the  
 24 lower end of your reservation range; is that fair?  
 25 A. Yes, yes, we tried very hard, and I'm sure you

Page 179

1 may have seen some correspondence, we started -- at  
 2 various levels. You saw the numbers which we first went  
 3 there with, and they ruled that out on a multiplier  
 4 basis, which would have given us an average in the 25  
 5 percent, which would have given us 12 to whatever.  
 6 Then we tried 20, 25 and 30, meaning -- the  
 7 bigger the sizes, we felt there was more room for them,  
 8 so it would have averaged out to be something better,  
 9 and finally I made an appeal to Mr. McCullough, Please  
 10 at least make it 22 percent, and they said we just don't  
 11 have the room.  
 12 Q. And if McWane had tried to keep additional  
 13 margin on its side of the table and say extended you an  
 14 MDA that gave you the chance to make a net margin of 5  
 15 percent, would you have walked away from the table?  
 16 A. Wow, I really couldn't answer that because we  
 17 were confident -- at least I was confident somehow, once  
 18 they revived the discussion -- if they closed the  
 19 chapter and slammed the door with that 5 percent, and  
 20 then that would have been it, and this is where maybe  
 21 where we have honed some negotiation skills over 25  
 22 years.  
 23 When they came back, I was positive that there  
 24 is going to be a -- we could get to a right place.  
 25 Q. And when you testified that if McWane had

Page 180

1 slammed the door with the original 5 percent offer, that  
 2 would have been it, what would have been it?  
 3 A. No, if they stuck with that initial offer, that  
 4 5 percent of the pricing and that's all we can do, then  
 5 we certainly would have gone another -- to plan B, which  
 6 is our production.  
 7 Q. Which is domestic production?  
 8 A. Yes.  
 9 Q. I see. Did plans for setting up domestic  
 10 production continue while you were negotiating the MDA?  
 11 A. It certainly did, but again this is a  
 12 negotiation as you can see in July, and I think we  
 13 signed on September 17, so I do not know at what time we  
 14 said we'll stop, but certainly we continued to look at  
 15 foundries. We didn't say no to any of them yet.  
 16 Q. Was financing a problem at this stage for your  
 17 domestic production plan?  
 18 A. These days financing is a problem, period. Yes,  
 19 it was a problem because you have seen last year, we got  
 20 demonstrated first by the economy and then by the ARRA  
 21 and then by this McWane pricing reduction, triple  
 22 whammies, so financing is certainly a big concern.  
 23 Q. Uh-huh. Was is a deal breaker? Was adequate  
 24 financing available if necessary?  
 25 A. It was not available. If we did not have any

Page 181

1 alternative to the McWane route, we certainly would  
 2 have, as I said, stumbled along with domestic  
 3 production. We would have brought in the finances.  
 4 Q. And would Frontanec have provided the finances?  
 5 A. They would have had to, and other shareholders  
 6 as well.  
 7 Q. I see. Would that have included you?  
 8 A. Yes.  
 9 Q. Yes. Were you prepared to --  
 10 A. Yes.  
 11 Q. -- to --  
 12 A. Because we have to capitalize together. We  
 13 don't have to, but otherwise that has to come as equity,  
 14 that is, I would lose my share or it would be diluted  
 15 and I believe in SIGMA so I would definitely invest.  
 16 (FTC Exhibit Number 258 was marked for  
 17 identification.)  
 18 BY MR. RENNER:  
 19 Q. I see. I would like to show you a document that  
 20 we have marked as Exhibit 258, please.  
 21 A. Are we done with this?  
 22 Q. Yes, sir. Thank you. For the record Exhibit  
 23 258 is an Email written by Mr. Pais to Mr. Mitchell Rona  
 24 and it begins with the Bates number SIG0003508.  
 25 Sir, what I believe is happening in this Email

Page 182

1 exchange is McWane has indicated that U.S. Pipe may not  
 2 be a customer for SIGMA under the MDA, and internally  
 3 yourself and Mitchell Rona are discussing the  
 4 ramifications of that; is that correct?  
 5 A. Yes.  
 6 Q. Can you explain what you mean in item 2 on your  
 7 Email on the first page, Bates stamp 1358 with the above  
 8 heads up to RT.  
 9 A. Yes.  
 10 Q. Does that mean Rick Tapman?  
 11 A. Rick Tapman.  
 12 Q. I suggest you talk to --  
 13 A. Gary Crawford.  
 14 Q. And?  
 15 A. Tom Morton.  
 16 Q. Both at U.S. Pipe?  
 17 A. Yes.  
 18 Q. I see. To explain our MDA rationale?  
 19 A. Yes.  
 20 Q. Emphasis, and then price stability?  
 21 A. Price stability in addition to Capex time,  
 22 completion -- yes, capital.  
 23 Q. What did you mean by price stability?  
 24 A. Let's see. Okay. I think stability is  
 25 something that we use rather loosely, but in this case,

Page 183

1 our concern was this was a particularly tricky problem  
 2 brought about by all these factors. We were servicing  
 3 U.S. wide with all the import fittings, and so we treat  
 4 them on par with any other distributors, so there was no  
 5 problem there.  
 6 With the domestic, once we -- we were I think at  
 7 this point getting close to the so-called 20 percent  
 8 MDA, so that gave us certain room, so we could give  
 9 certain rebates or discounts and keep everyone  
 10 competitive.  
 11 ACIPCO was covered already by our agreement, but  
 12 U.S. Pipe, because of the historic relationship with  
 13 McWane -- I think at this point we had not covered the  
 14 ground definitely with McWane, so we were concerned that  
 15 if we did not extend the same pricing structure to U.S.  
 16 Pipe, they would be at a disadvantage with respect to  
 17 another distributor that we sell.  
 18 Q. Meaning American Cast-Iron Cast Company?  
 19 A. And, for example, C&B who is also in the plant  
 20 world like U.S. Pipe.  
 21 Q. Great. So you're concerned that U.S. Pipe would  
 22 be at a --  
 23 A. Disadvantage.  
 24 Q. -- disadvantage?  
 25 A. And they would take it out on us because we were

Page 184

1 supposed to come up with the domestic requirement for  
 2 them. We had a discussion with them, and now we made  
 3 this agreement, and they would be left out, and so what  
 4 I was asking Mitchell to do is offer to Tom Morton --  
 5 he's the VP of purchasing of U.S. Pipe, that look --  
 6 first of all there was also -- they message was, Look,  
 7 this was about the time we could share with them our  
 8 plan, this is the earliest, because they were constantly  
 9 asking us what's our plan, what's the answer.  
 10 So it was time to look and convey to them our  
 11 rational, why we did they, and then we can he extend  
 12 this agreement to service to them as domestic programs  
 13 and keep them competitive also.  
 14 Q. That makes sense to me, sir. I understand that.  
 15 I'm still not quite sure I understand how that relates  
 16 to price stability.  
 17 A. Price -- it's more of a price quality rather  
 18 than stability because now with the 20 percent, suppose  
 19 we gave I think a 5 percent discount to ACIPCO or 6,  
 20 whatever it is, and the distributors were getting --  
 21 through rebates. We don't give to the OEMs,  
 22 manufacturers, so we could give the same kind of a  
 23 treatment to U.S. Pipe and treat them, look, you're on  
 24 par with everybody else, you're not at a disadvantage  
 25 and we can continue the servicing. We'll start and

Page 185

1 service it.  
 2 Q. Sir, if you could turn the page, I want to ask,  
 3 you may not know anything about this, but Tom Morton, I  
 4 have some questions about Tom Morton's Email to Mitchell  
 5 Rona at the top of the page. Mr. Morton writes "we"  
 6 meaning U.S. Pipe, "pulled back on our efforts based on  
 7 your commitment to have supply available in January."  
 8 Do you know what Mr. Morton is referring to  
 9 there?  
 10 A. Hold on just one second. Yes. I can elaborate  
 11 on that. U.S. Pipe, as you know, they were a producer  
 12 of domestic fittings. They suspended when they closed  
 13 their Grant plant, and they have the tooling, so  
 14 originally they would have absolutely had -- would have  
 15 loved to have an independent choice, especially when the  
 16 ARRA came, because it was interesting when the  
 17 requirement -- their requirement of the domestic was  
 18 small, they comfortably bought directly from McWane, and  
 19 that is fine.  
 20 But again this ARRA, being uncertain, had the  
 21 makings of expanding the domestic market, so they wanted  
 22 to have a credible independent, which would have been  
 23 us, and originally they thought they will take the  
 24 tooling and get into manufacturing on their own.  
 25 When we told them early on -- when I say early

Page 186

1 on, maybe May, June, et cetera, Hey, we are on the same  
 2 path, and we might even use them, so they gladly agreed  
 3 because frankly speaking, though they also would have  
 4 been forced into it, they really don't have the economic  
 5 volume because they've got pretty much gotten out of the  
 6 market, and their own needs are very small. It would  
 7 not have been viable, but that was their decision.  
 8 So they particular case I think is posturing --  
 9 oh, we would have been well on our way, which in reality  
 10 they would not have, because I think now Mitchell is  
 11 trying to say, Hey, look we're still considering, and by  
 12 the way, this -- the previous accounting would give you  
 13 some insight into our various efforts at various  
 14 foundries and we've taken some trials, et cetera.  
 15 Q. Thank you, sir.  
 16 A. So I think he's just trying to give Mitchell a  
 17 hard time, Hey, give me a definitive answer.  
 18 Q. Did SIGMA make U.S. Pipe a commitment that SIGMA  
 19 would have domestic fittings by January?  
 20 A. You know, it was relentless pressure from all  
 21 these customers. At some point, I'm not aware of this  
 22 reference here, my guess is we would have told them in  
 23 May or June, Hey, if we start now, we will certainly be  
 24 ready in some way in January, so that was it.  
 25 Q. Was U.S. Pipe disappointed in your decision --

Page 187

1 A. Yes.  
 2 Q. I'm sorry, sir.  
 3 MR. JASINSKI: Let him finish the question.  
 4 THE WITNESS: I thought you were finished.  
 5 BY MR. RENNER:  
 6 Q. I appreciate your answer, but just for the sake  
 7 of the record: Was U.S. Pipe disappointed in your  
 8 decision to accept an MDA with McWane rather than set up  
 9 domestic production?  
 10 A. Yes.  
 11 Q. Why?  
 12 A. They would have certainly liked an independent  
 13 source, again in terms of what their and our and market  
 14 expectation that this ARRA and Buy America was something  
 15 bigger than what it was in terms of the domestic need.  
 16 They did not want to be dependent on McWane if they  
 17 could help it.  
 18 Q. Is that because McWane is a pipe rival to U.S.  
 19 Pipe, is that the issue, as you understand it?  
 20 A. They all have had a long history so that could  
 21 be one of them.  
 22 Q. Fair enough. Sir, I would like to talk a bit  
 23 more about the terms of the MDA itself, and if we could  
 24 turn back to Exhibit 278, sir, which I see that you're  
 25 doing, and what I would like to do is walk through the

Page 188

1 document and get your sense of what the rationale of  
 2 what the clauses in the agreement are, possibly a bit of  
 3 the history of the negotiation, and if they make sense,  
 4 from SIGMA's point of view.  
 5 The requirement in part 1, sub B, titled  
 6 exclusivity, what's going on with clause one that  
 7 provides: "SIGMA may purchase domestic fittings in the  
 8 30 to 48 inch diameter size range from other  
 9 manufacturers so long as SIGMA is the sole owner of the  
 10 patterns for such domestic fittings but only for resale  
 11 to other domestic foundry manufacturers of ductile iron  
 12 pipe and fittings."  
 13 That sounds like a very carefully chosen set of  
 14 words, very narrowly drafted clause. What eventuality  
 15 is being prepared for here?  
 16 A. Yes. Because at that time, and it's good timing  
 17 that we just reviewed the previous one where you get a  
 18 little sense that on the larger sizes, we had begun to  
 19 take some trials using a new process we thought we would  
 20 import from China. It's call lost form where it doesn't  
 21 necessitate sand casting because sand casting is  
 22 environmentally much more difficult.  
 23 So what we had told them was as you can probably  
 24 see, we were negotiating every which way with McWane to  
 25 get the best possible agreement, terms, exclusions,

Page 189

1 flexibility, et cetera. One of them is this. We also  
 2 said, Look, there's two customers that we have had, pipe  
 3 manufacturer, they're OEM, and they're not distributors,  
 4 and they flat out have a problem with you, and they want  
 5 us too. They have tooling and they're making us -- and  
 6 we have been in some trials, et cetera, for them and we  
 7 can suspend, and I think we were able to get their  
 8 attention.  
 9 We said, okay, if that's the case we'll make an  
 10 exception. If it is for them, because they presume that  
 11 that tooling will be either ours or we may buy it from  
 12 them, one of the -- only -- well, both of them have  
 13 tooling that they don't use any more, ACIPCO used, so we  
 14 finally managed to get that exception.  
 15 Q. So this clause allows SIGMA to sell fittings  
 16 between 30 and 48 inches to ACIPCO and U.S. Pipe?  
 17 A. Yes, yes.  
 18 Q. I see. If we could move down to the markets  
 19 heading, still on page 00 -- 5022 rather.  
 20 MR. JASINSKI: That's paragraph 1 C?  
 21 MR. RENNER: Yes, sir, thank you.  
 22 MR. JASINSKI: Thank you.  
 23 BY MR. RENNER:  
 24 Q. So paragraph 1, C, thanks Doug, 1 C is Section  
 25 2. What's your understanding of this clause?

**Roy Pitts**  
**Deposition Excerpt**

**In the Matter of:**

**McWane/Sigma**

*October 29, 2010*

*Roy L. Pitts*

**Condensed Transcript with Word Index**



**For The Record, Inc.  
(301) 870-8025 - [www.ftrinc.net](http://www.ftrinc.net) - (800) 921-5555**

Page 74

1 Q. This conversation that you had with Mr. Jansen  
 2 the week prior to sending this email, as referenced in  
 3 this -- in this first line, was that the first time you  
 4 had heard about this policy or had you had previous  
 5 conversations with either Mr. Tatman or Mr. Jansen?  
 6 A. Actually, it was the first time I heard about  
 7 it. I heard about it from Jerry, that there was a  
 8 policy coming out. In fact, I got -- it wasn't -- I  
 9 actually got more information from Rick after I heard  
 10 from Jerry about that.  
 11 And it was at that point that we started to --  
 12 at the same time I was doing that, Sean Kelly was having  
 13 meetings with Rick Tatman, at one of the WASDA meetings  
 14 that he attended, and he was getting more information  
 15 about it as well.  
 16 So, we were collecting it from different --  
 17 different sources, so to speak, but it was the same  
 18 message, and it was all coming from Tyler.  
 19 Q. And what was -- what was Mr. Tatman saying was  
 20 the reason for -- this policy was being implemented?  
 21 A. Well, they felt that -- they wanted to suggest  
 22 that if we couldn't support them on a national basis,  
 23 then we shouldn't be able to benefit from the fact that  
 24 they've got the greater market share.  
 25 So, we -- in other words, we had to be a

Page 75

1 national player and recognized as a national distributor  
 2 of their product, and we couldn't be a national  
 3 distributor of their product if we were going to support  
 4 domestic fittings manufactured for Star.  
 5 Q. So, in my mind that makes sense as to the  
 6 benefits for Hajoca for dealing with McWane, but what  
 7 was -- were they offering up what the benefits there  
 8 were for McWane for implementing this policy?  
 9 A. Well, that would be keep Star out of it is the  
 10 benefit for them. They felt that by keeping -- by  
 11 putting this restriction on Star's domestic fittings,  
 12 they could -- they could keep Star out of that Buy  
 13 America business.  
 14 Q. And that was communicated directly to you?  
 15 A. Oh, yeah, absolutely. A lot of the work was  
 16 coming out that way.  
 17 Q. By Mr. Tatman?  
 18 A. In a conversation. I don't think there was any  
 19 kind of email record of that, but that was the -- it  
 20 implied that a lot of the government work -- that's --  
 21 why else would Star get domestic manufacturing? Well,  
 22 everybody made the assumption they were doing that so  
 23 they could qualify for the U.S.-only or Buy America work  
 24 that was out there, which was the majority of the work.  
 25 And so I think that -- you know, to me, I think

Page 76

1 it was actually a good -- it was a bold move and a good  
 2 move by Star, I thought it was. If there was a way to  
 3 get qualified, you know, by getting -- I think they  
 4 had -- they had been -- they had some contract  
 5 manufacturing worked out with another supplier.  
 6 Q. Turning our attention to the actual attachment,  
 7 the letter.  
 8 A. Um-hum.  
 9 Q. Would you mind reading the paragraph that's  
 10 towards the bottom that starts off, "Customers who"?  
 11 A. "Customers who elect not to support this program  
 12 may forgo participation in any unpaid rebates for  
 13 domestic fittings and accessories or shipment of their  
 14 domestic fitting and accessory orders or Tyler Union or  
 15 Clow water products for up to 12 weeks."  
 16 You got put in the penalty box is what happened.  
 17 Q. So, your understanding of this is that -- is  
 18 what?  
 19 A. If we -- if any of our locations were to  
 20 participate and purchase Star domestic fittings, we, as  
 21 a company, would lose all the rebates we had -- that had  
 22 been accrued for us, plus we wouldn't be able to  
 23 purchase any of their locations -- any of their products  
 24 for up to 12 weeks.  
 25 Q. Now, you said that you would lose your rebates

Page 77

1 and that you wouldn't be able to --  
 2 A. Yeah.  
 3 Q. -- purchase --  
 4 A. Correct.  
 5 Q. -- and that -- and it was both -- both things  
 6 would occur? Is that correct?  
 7 A. Yes, that's right. Yeah, yeah.  
 8 Q. In the letter, it says that customers who elect  
 9 not to support this contract may forgo.  
 10 A. Right, um-hum.  
 11 Q. And that -- and jumping down to the next line,  
 12 "or shipments of their domestic fittings."  
 13 A. No, it wasn't an either/or. It wasn't an  
 14 either/or. It was both. It was both.  
 15 Q. And how were you communicated that?  
 16 A. Well, we were told right away that our Lansdale  
 17 location would be cut off. They couldn't buy the  
 18 fittings anymore. The -- the rebate was more  
 19 problematic, because that was an annual rebate, and so  
 20 we -- there was -- we weren't expecting any money right  
 21 then anyway, but we certainly were concerned about it.  
 22 It was a small amount, but we were concerned about  
 23 losing what had been accrued for us already.  
 24 But I think the key issue for us was less the  
 25 rebate as it was getting access to the line, quite

Page 78

1 frankly, because we had already had some contractor  
 2 agreements to supply their products up in the  
 3 Pennsylvania area through Lansdale.  
 4 Q. So, even though this letter, as written,  
 5 suggests that you may or may not be penalized and that  
 6 if you are penalized, it could be for -- it could be one  
 7 or the other --  
 8 A. Yeah, um-hum.  
 9 Q. -- or essentially both --  
 10 A. Selective enforcement, yeah.  
 11 Q. -- the -- the message that Hajoca received, and  
 12 specifically that Mr. Tatman and Mr. Jansen relayed to  
 13 you, was that it would be -- both would be implemented  
 14 against Hajoca --  
 15 A. Correct.  
 16 Q. -- and it would happen indefinitely --  
 17 A. Correct.  
 18 Q. -- if -- if --  
 19 A. That's right.  
 20 Q. -- you started purchasing from Star.  
 21 A. Correct. And that message came to me and to  
 22 Sean Kelly. We were both told the same thing. We were  
 23 both told the same thing. We actually got our regional  
 24 managers involved in this, because we wanted to make  
 25 sure that everybody knew what the -- what the

Page 79

1 ramifications were.  
 2 So, we involved the region manager over the  
 3 Lansdale location; he was involved, because, you know,  
 4 that represented -- that could be potentially a lot of  
 5 business that we were going to lose, and we also had  
 6 Sean Kelly. We even had conference calls about it. So,  
 7 we were very clear that that was the message.  
 8 Q. So, it was -- you were clear on the receiving  
 9 end from McWane --  
 10 A. Correct.  
 11 Q. -- and then you also made it clear to -- in the  
 12 internal discussions within Hajoca --  
 13 A. Oh, yes, absolutely.  
 14 Q. -- as to the stance you were going to take?  
 15 A. We wanted to make sure they understood what the  
 16 risks were. We understood that protecting our model was  
 17 essential, that we wouldn't back down from -- from  
 18 protecting the managers -- preserving that manager's  
 19 choice of which vendor he wanted to work with.  
 20 Q. Turning back to the email that you drafted to  
 21 Mr. Kelly, the second to last paragraph reads, "Jerry  
 22 had told me last week that if any PC" -- that's profit  
 23 center?  
 24 A. Yeah, PC., um-hum.  
 25 Q. -- "in the U.S. purchases domestic fittings from

Page 80

1 Star, all PCs would lose access to McWane's fittings and  
 2 possibly lose rebates."  
 3 A. Yeah.  
 4 Q. The rebates that you're referencing in this, are  
 5 these the annual rebates that you're referring to?  
 6 A. Yeah. They're relatively small. They're 5  
 7 percent, I think, about 5 percent. Yeah.  
 8 Q. Do the individual profit centers have a fittings  
 9 rebate --  
 10 A. Yeah, yeah.  
 11 Q. -- with McWane?  
 12 A. Yes, right. Um-hum.  
 13 Q. Are they different? So, the annual rebate and  
 14 the fittings rebate?  
 15 A. No, no. They're the same, one and the same. We  
 16 only get one rebate from McWane, and they pay it to us  
 17 for all the locations, and then we disburse the amount  
 18 to all the locations.  
 19 Q. Jumping down to the next paragraph, it reads, "I  
 20 am traveling today and tomorrow but will reach out to  
 21 Rick Tatman for some more discussion."  
 22 Do you recall whether or not you had more  
 23 discussions?  
 24 A. I did. Oh, yeah. We had numerous discussions  
 25 about this, because we were -- we wanted to impress upon

Page 81

1 Rick that -- that we were not likely going to go along  
 2 with this policy. In other words, we weren't going to  
 3 mandate that our managers stop buying from Star.  
 4 The -- doing that -- I mean, his argument about,  
 5 well, we want -- the big guys are doing that, Ferguson  
 6 and Home Depot are doing that, well, that didn't sway  
 7 us. You know, we believed that, you know, the manager  
 8 has got to take ownership of the decisions, and the best  
 9 way for him to do that is to have him make them. He  
 10 knows better than us.  
 11 Now, again, this was a little more complicated,  
 12 because there were consequences outside of that market  
 13 which meant that the Lansdale location would be at risk;  
 14 but even in discussions with them and their region  
 15 manager, we all agreed the best thing to do would be to  
 16 stand our ground. And we did.  
 17 MR. MANN: I'll ask the court reporter to mark  
 18 this as the next exhibit, Exhibit 22.  
 19 (Exhibit Number 22, Email chain, Tatman to  
 20 Pitts, 10/2/09, was marked for identification.)  
 21 BY MR. MANN:  
 22 Q. For the record, this is an email chain that ends  
 23 in an email from Rick Tatman to Roy Pitts, dated October  
 24 2nd, 2009, that bears the Bates stamp HAJ000066.  
 25 A. (Document review.)

Page 134

1 answering, great. If --  
 2 A. Okay, yeah.  
 3 Q. -- you feel like you're too far removed, I  
 4 respect that as well.  
 5 A. Um-hum.  
 6 Q. But if you were to put yourself in the  
 7 Lansdale -- I guess put yourself in the role of Jeff  
 8 Kinsey, okay? You're managing the Lansdale branch. You  
 9 have this relationship with Tyler Union, but let's say  
 10 that you also are purchasing imported products from Star  
 11 prior to all of -- all of this pretext that we've been  
 12 talking about.  
 13 A. Um-hum.  
 14 Q. Assuming that none of -- that Tyler Union wasn't  
 15 trying to -- didn't have the -- didn't come out with the  
 16 September 22nd email, that business was just going on as  
 17 normal, at what point would -- would the Lansdale  
 18 branch, do you think, purchase -- would have considered  
 19 purchasing a small order of domestic product from Star?  
 20 A. At what point would they?  
 21 Q. Yeah.  
 22 A. Why would they? I don't know that they would.  
 23 Q. Well, why is that?  
 24 A. I mean, if they were -- if they were -- if they  
 25 were retained -- I'm assuming in your example they would

Page 135

1 have retained the relationship with Tyler Union, right?  
 2 Q. Correct.  
 3 A. Okay. If that's going fine, I mean, they're --  
 4 it's not like the manager is going to duplicate their  
 5 inventory. They will try to work with one supplier.  
 6 I -- it's -- managers buy from who they're comfortable  
 7 with, and as long as they're being kept competitive and  
 8 have a good -- a good supply, a good service capability,  
 9 I can't -- I can't think of the reasons that would cause  
 10 a manager to want to suddenly bring in an import line if  
 11 they're selling successfully with another line.  
 12 Now, it could -- now, certainly with price, it  
 13 could be a price thing. At some point, if Star had  
 14 decided to become much more competitive in the market,  
 15 then that could -- you know, that could always -- that  
 16 could always be the reason why a manager switches lines,  
 17 if his present supplier is not keeping him competitive  
 18 and he is not able to get the jobs. But I don't -- I  
 19 don't see anything that suggests that would have  
 20 happened here.  
 21 Q. So, is there a --  
 22 A. He was very -- I mean, he was a very loyal guy.  
 23 Jeff was a very loyal guy to Tyler Union. I mean,  
 24 that -- he made that real clear to us from the  
 25 beginning. You know, we felt that we were -- we were

Page 136

1 pulling the rug out from under him. We said, "Well,  
 2 we're not doing that. We're just trying to protect our  
 3 model here."  
 4 Q. So, it's your understanding that once a manager  
 5 of a profit center develops a relationship with a  
 6 supplier, that they usually only have one supplier in a  
 7 particular product line?  
 8 A. In some product lines, yes, they only keep one.  
 9 There is not enough business to spread it out. You lose  
 10 any kind of leverage you have if you try to divide it up  
 11 too much. And I think in this case, Tyler had been a  
 12 good supplier for a number of years to that location,  
 13 and they had even been responsible for them getting some  
 14 municipal contracts.  
 15 Q. Was the fittings business out of the Lansdale  
 16 branch big enough to potentially have two suppliers?  
 17 A. No, I don't think so. Again, remember, this was  
 18 not a waterworks location only. I mean, that location  
 19 does a lot of other work as well. But it's a nice,  
 20 profitable segment for them, and they have got some  
 21 people -- they have got some staff on board that do a  
 22 good job with it. So, it was important for Jeff to try  
 23 to keep that staff together, and, you know, I don't know  
 24 that he would have -- I can't envision him doing that.  
 25 I mean, typically, you don't -- in the plumbing

Page 137

1 category, you tend to bring in multiple lines, because  
 2 you have to have that kind of appeal to the customers,  
 3 to address the different variant customer preferences.  
 4 Waterworks is a little bit different. Waterworks is a  
 5 little bit different. There's fewer suppliers. There  
 6 aren't that many differences from supplier to supplier,  
 7 quite frankly.  
 8 Q. So, let's jump out to Mountain West. Would your  
 9 answer change if we were talking about the Salt Lake  
 10 City profit center?  
 11 A. I don't know. You know, again, I think that --  
 12 you know, I'm -- I couldn't speak for them. I'm more in  
 13 tune to Jeff. Again, they never came up as a big  
 14 concern, you know, because I think a lot of what they  
 15 did was sell -- if they had had issue with this, this  
 16 policy, I was not aware of it.  
 17 Q. Okay.  
 18 Why don't we go ahead and take a break.  
 19 (A brief recess was taken.)  
 20 MR. MANN: If I could have the court reporter  
 21 read back a section of testimony.  
 22 (The record was read as follows:)  
 23 "QUESTION: And the "or" language, that you  
 24 could lose your rebates or not have access to orders for  
 25 that time period, was represented not as "or," but

Page 138

1 "and"?

2 "ANSWER: "And," correct.

3 "QUESTION: So, to be clear, "may" is "would."

4 Is that correct?

5 "ANSWER: That's correct.

6 "QUESTION: And "or" was "and." Is that

7 correct?

8 "ANSWER: That is also correct.

9 "QUESTION: And 12 weeks -- it said 12 weeks in

10 the letter --

11 "ANSWER: Yeah.

12 "QUESTION: -- but your understanding was that

13 it was going to be indefinitely. Is that correct?

14 "ANSWER: I saw this as going forward, yeah.

15 "QUESTION: Thank you.

16 "And in addition to the email that Mr. Jansen

17 sent on November 3rd to Mr. Kelly, and you're CC'd on

18 it, as represented in Exhibit 24, based on your

19 discussions was how you formulated these opinions that

20 "or" was "and," that "may" was "would," and that 12

21 weeks was indefinitely. Is that correct?

22 "ANSWER: That's correct, yeah."

23 BY MR. MANN:

24 Q. Mr. Pitts, are the discussions that I referred

25 to in my summary referring to the discussions you had

Page 139

1 with Mr. Tatman and Mr. Jansen during the month of

2 September 2009?

3 A. Correct, yes. Yeah.

4 Q. Thank you.

5 A. Yeah. And when I said 12 months -- 12 weeks

6 going forward, my -- that's really an opinion I had,

7 because we weren't going to go backwards. We weren't

8 going to change anything. As far as I was concerned, if

9 we made the decision to support that profit center,

10 Tulsa, and their decision to buy Star, we weren't going

11 to go back on that decision. So, as far as I saw that,

12 I saw that as a continuation. There was no penalty box

13 or time-out or something like that, so... Okay.

14 Q. Turning our attention now back to the time

15 period when both Tulsa was cut off, as well as the time

16 period that Lansdale was cut off, did Lansdale ever

17 submit purchase orders that Tyler Union didn't accept?

18 A. No, not to my knowledge. No.

19 Q. Did Tulsa ever submit any purchase orders that

20 Tyler Union didn't accept?

21 A. Not to my knowledge.

22 Q. Did Lansdale hold off sending any purchase

23 orders because of the Tyler Union policy?

24 A. I don't know that.

25 Q. Is your answer the same for the Tulsa branch?

Page 140

1 A. That's correct, yeah. My assumption would be

2 that Tulsa had no intention of buying from Star -- I'm

3 sorry, from McWane again, Tyler again; that they were

4 very clear that they were going to go forward with Star.

5 Q. Did Lansdale lose any business because of Tyler

6 Union's policy?

7 A. I don't know that to be certain, because they

8 had inventory, and they were given the ability to buy

9 and -- buy some of the inventory that they needed to

10 take care of their contracts. So, I don't know that

11 they actually lost business at all.

12 Q. Did Tulsa lose any business because of Tyler

13 Union's policy?

14 A. I don't think so.

15 Q. Did Lansdale hold off bidding on any projects

16 because of the Tyler Union policy?

17 A. I don't know if they did or not.

18 Q. The same answer for the Tulsa branch?

19 A. The same answer, yeah. Um-hum.

20 Q. Roy, I'd like to turn our attention now to the

21 McWane corporate rebate program. Are you familiar with

22 the rebate program?

23 A. Yeah.

24 Q. What is your understanding of the McWane

25 corporate rebate program?

Page 141

1 A. Well, it's -- it's a loyalty program that says

2 as long as you continue buying their products and

3 don't -- essentially don't support their competitors in

4 certain product categories, that you will earn

5 incentives at the end of the year. It's kind of an

6 all-inclusive program.

7 So, by supporting McWane products exclusively or

8 supporting -- I think they even went so far as

9 supporting them in their initiatives to keep out import

10 business. And I think that is stated very clearly in

11 their policy, and that that's -- and I think the payout

12 was -- not much. It was like between 1 and 2 percent, I

13 believe, according to my memory.

14 Q. Payout of 1 or 2 percent of?

15 A. Of total purchases. One or 2 percent of the

16 total purchases would come back to you in the form of a

17 rebate at the end of the year. It was kind of an

18 umbrella-type program that covered -- so, if you

19 supported their couplings, their pipe, their utility

20 fittings, and as long as you showed that kind of

21 support, that level of loyalty, you would earn extra

22 incentives above and beyond those that are recognized as

23 market incentives, market rebates.

24 Q. And was this -- historically -- do you mind if I

25 start over?

# **Everett Prescott Deposition Excerpt**

1 \*\*\*\*\*  
 2 CONFIDENTIAL  
 3 \*\*\*\*\*  
 4  
 5 UNITED STATES OF AMERICA  
 6 BEFORE THE FEDERAL TRADE COMMISSION  
 7  
 8 In the Matter of  
 9 McWANE, INC., Docket NO. 9351  
 a corporation, and  
 10 STAR PIPE PRODUCTS, LTD.,  
 a limited partnership.  
 11 \_\_\_\_\_  
 12  
 13  
 14  
 15 DEPOSITION OF EVERETT J. PRESCOTT, INC., (Peter  
 16 Prescott), taken pursuant to notice, at the offices of E.J.  
 17 Prescott, Inc., 32 Prescott Street, Gardiner, Maine, on  
 18 Tuesday, May 8, 2012, commencing at 9:08 a.m., before Tammy  
 19 L. Martell, Registered Professional Reporter, a Notary  
 20 Public in and for the State of Maine.  
 21  
 22  
 23  
 24  
 25

1 APPEARANCES:  
 2 WILLIAM C. LAVERY, ESQ.  
 3 Baker Botts, LLP  
 4 1299 Pennsylvania Ave., NW  
 5 Washington, DC 20004-2400  
 6 202.639.7713  
 7 william.lavery@bakerbotts.com  
 8  
 9 For the Federal Trade Commission:  
 10 ANDREW K. MANN, ESQ.  
 11 United States Federal Trade Commission  
 12 601 New Jersey Avenue, NW  
 13 NJ-6205  
 14 Washington, DC 20001  
 15 202.326.2481  
 16 amann@ftc.gov  
 17  
 18 For the Deponent:  
 19 MICHAEL A. HODGINS, ESQ.  
 20 Bernstein Shur  
 21 146 Capitol Street  
 22 Post Office Box 5057  
 23 Augusta, Maine 04332-5057  
 24 207.623.1596  
 25 mhodgins@bernsteinshur.com

1 INDEX  
 2 PAGE  
 3 Examination By Mr. Lavery 4  
 4 Examination By Mr. Mann 44  
 5 Examination By Mr. Lavery 136  
 6  
 7  
 8 EXHIBITS  
 9 NO. DESCRIPTION PAGE  
 10 1 Transcript Of Peter Prescott Testimony 38  
 11 Dated January 4, 2011  
 12  
 13 EXHIBITS REFERRED TO  
 14 NO. DESCRIPTION  
 15 CX 1578 Three printouts from Google Earth 60  
 16 CX 0006-1 Letter From Tyler Union Dated 9/22/2009 115  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

1 PETER PRESCOTT, having been sworn by the Notary  
 2 Public, was examined and deposed as follows:  
 3 EXAMINATION BY MR. LAVERY:  
 4 Q. Good morning.  
 5 A. Good morning.  
 6 Q. Could you state your full name for the record, please.  
 7 A. Peter Everett Prescott.  
 8 Q. And could you give me your home and work addresses?  
 9 A. Yes. Work address is 32 Prescott Street, Gardiner,  
 10 Maine, and the zip is 04345. Home address is 60 Pond Road,  
 11 Manchester, Maine, and the zip is 04351.  
 12 Q. Have you ever been deposed before?  
 13 A. Yes.  
 14 Q. How many times, approximately?  
 15 A. I -- I only remember one, but my memory is not good,  
 16 which -- right?  
 17 MR. MANN: In this matter?  
 18 THE DEPONENT: Yes.  
 19 Q. Fair enough. Well, similar to at least your last  
 20 deposition I will be asking you some questions, and the  
 21 court reporter here is going to take down your answers  
 22 so --  
 23 A. Okay.  
 24 Q. -- it is important that you respond verbally. Nodding  
 25 or shaking your head won't show up on the record.

Page 9

1 when it comes to product lines and services.  
 2 Q. And you mentioned fittings, do you carry ductile iron  
 3 and waterworks fittings?  
 4 A. Yes.  
 5 Q. What about PVC?  
 6 A. Very -- very little compared to ductile. We do carry  
 7 it.  
 8 Q. How many branches does Everett J. Prescott have?  
 9 A. Right today 27.  
 10 Q. 27. Where are they located geographically?  
 11 A. I would be better off to get -- in fact, I -- I can get  
 12 you a list. Do you want -- would that be easier for you?  
 13 Q. I will rephrase. What states are they located in?  
 14 A. Oh, we're located in nine states. We're -- we're in  
 15 all of the New England states, New York, Ohio and Indiana.  
 16 Q. And what's the rationale behind having multiple  
 17 locations?  
 18 A. Because of -- of service, to be able to service the --  
 19 the way the market is today.  
 20 Q. Does each location service different regions?  
 21 A. Each location has its region, and these are stationed.  
 22 We try to station them so -- not too far apart so that they  
 23 can serve the area because of the service that's required  
 24 today in the industry.  
 25 Q. How many employees total does Everett J. Prescott have?

Page 10

1 A. Right now about 270.  
 2 Q. And in -- in 2011 what was Everett J. Prescott's total  
 3 revenue, approximately?  
 4 A. Approximately 140.  
 5 Q. What about 2010?  
 6 A. You said two -- oh, I -- I told you backwards. 140 for  
 7 2010, maybe 145 for 2011.  
 8 Q. And what about in 2009?  
 9 A. I would say maybe 145 2009.  
 10 Q. Starting with 2009, of that \$145 million in revenue how  
 11 much of that was from ductile iron and waterworks fittings?  
 12 A. Of all types?  
 13 Q. Of all types.  
 14 A. I would say two to three million.  
 15 Q. And what about in 2010?  
 16 A. Maybe 10 percent more than the three million.  
 17 Q. So, between three and four million?  
 18 A. No, three and 3-1/2.  
 19 Q. Three and 3-1/2 million?  
 20 A. 2010, yes.  
 21 Q. And what about 2011?  
 22 A. Total maybe a little over two million.  
 23 Q. So, overall your revenue from fittings makes up a very  
 24 small portion of the --  
 25 A. Of the total.

Page 11

1 Q. -- total revenue?  
 2 A. Yes.  
 3 Q. Does Everett J. Prescott keep an inventory of pipe  
 4 fittings and other products in stock or do your suppliers  
 5 drop ship them to locations?  
 6 A. No, we -- we carry complete inventories, in all  
 7 locations, of items necessary for that location.  
 8 Q. Approximately what is the total dollar value of the  
 9 fittings that you have in inventory right now?  
 10 A. I do not know.  
 11 Q. Do you have an estimate?  
 12 A. No.  
 13 Q. Of the fittings that you do have in stock,  
 14 approximately what percentage is domestic?  
 15 A. Today I would say that probably pretty close to 50/50  
 16 between domestic and foreign.  
 17 Q. I know you said that each of your branches stocks  
 18 inventory, what is the advantage of stocking inventory  
 19 versus having suppliers drop ship to locations?  
 20 A. Oh, it is a great advantage because of service.  
 21 Because the service that's required today is -- is just  
 22 totally different than -- than in the industry, and if you  
 23 don't have the stuff they will just go someplace else.  
 24 Q. To one of your competitors?  
 25 A. Yes, absolutely.

Page 12

1 Q. What companies does Everett J. Prescott compete with  
 2 today?  
 3 A. Just about everybody under the sun because there is two  
 4 big stores that you know all about, that's HD and Ferguson  
 5 are gigantic. That -- they are big stores, and -- and then  
 6 we compete with all of the independents like ourselves. I  
 7 think that there is -- oh, in our territory we're probably  
 8 competing with at least 30 different companies, maybe even  
 9 more than that.  
 10 Q. Would you say that service is important to  
 11 differentiate -- differentiate yourself from the other  
 12 competitors?  
 13 A. Oh, absolutely. There -- there really isn't -- there  
 14 really isn't anything else because service involves with  
 15 the inventory you are talking about and other things, so I  
 16 don't think there is anything else. If -- if you don't  
 17 have the service. The way we're set up that's our whole  
 18 business, our whole business is service, so.  
 19 Q. Do you compete with your competitors that you mentioned  
 20 on price also?  
 21 A. Oh, sure, price gets involved, but -- but if it was  
 22 just price a small company like this we would have a hard  
 23 time surviving.  
 24 Q. So, in your opinion is service more important than  
 25 price?

1 one, some of the places don't have any but the other guy  
2 has got to take care of them. Do you follow?  
3 Q. So, do distributors provide one stop shopping?  
4 A. Oh, absolutely. I mean you should.  
5 Q. Do -- does E.J. Prescott does it assume a credit risk  
6 as a distributor that suppliers or vendors don't have to by  
7 dealing with customers?  
8 A. Oh, I think that's one of the biggest things, and I  
9 have always laughed about that because then the vendor  
10 don't have to have a credit department, you know.  
11 Q. Do distributors bill and invoice and collect --  
12 collection, would all that fall in to one of the  
13 efficiencies that distributors provide?  
14 A. Sure is.  
15 Q. Do distributors aggregate small orders?  
16 A. Absolutely, and distributors carry the inventory. So,  
17 the manufacturers ship in quantity and the distributors  
18 ship in pieces.  
19 Q. Earlier you said that if a vendor were -- tried to sell  
20 they would be on the wrong corner; is that right?  
21 A. You mean sell direct?  
22 Q. Yeah. Would -- could we quantify -- or not quantify  
23 that, but could we characterize that as -- as distributors  
24 position the products near the -- near the customers  
25 properly?

1 A. It is not the same thing. So you are dealing with a  
2 business person who is -- who is looking at how much he is  
3 making on what he is doing, so he has to have the stuff on  
4 time to get paid himself.  
5 Q. Do distributors handle returns from contractors?  
6 A. From anybody.  
7 Q. All right. On average how much in a given year do you  
8 deal -- I guess what's the value of the returns that you  
9 deal with?  
10 A. I don't -- I don't know. It is a horrible thing, but I  
11 don't know.  
12 Q. When we were talking earlier about distributors having  
13 the right line I am curious to get a little bit more  
14 information about that, so if we can shift our gears  
15 towards that. Do suppliers set up multiple distributors in  
16 -- in markets?  
17 A. Yes.  
18 Q. Do -- what is the rationale for doing so?  
19 A. Business, I guess.  
20 Q. What do you mean by that?  
21 A. That's been my -- one of my biggest gripes in my life,  
22 because they think if -- if the guy is doing a dollar, the  
23 distributor, if they put four they will do \$4, and that's  
24 usually not the case. We try not to deal with that type of  
25 thing where -- we don't succeed a hundred percent, but we

1 MR. LAVERY: Objection lack of foundation.  
2 A. It is -- you have to, yeah. I mean that's how you are  
3 going to survive. I mean if we took away just three of the  
4 things you talked about, in my mind everything would be  
5 direct.  
6 Q. What about the relationship that your people have with  
7 contractors, is there a way to quantify that?  
8 MR. LAVERY: Objection vague.  
9 Q. Let me restate my question. You have characterized  
10 multiple times today that people are one of the most  
11 important things to -- to the distribution business; is  
12 that correct?  
13 A. That absolutely.  
14 Q. And in describing what the people do, would the  
15 relationships that your people have with contractors fall  
16 into that -- that add value?  
17 A. Absolutely. And the -- and the contractor in many  
18 cases, and you got to be careful, is -- is a -- is a great  
19 customer because he is a business person. Do you -- do you  
20 follow? So, he -- he has got a bottom line he has got to  
21 watch. So, we -- we spend a lot of lot of time with  
22 contractors because they know what it costs when that hole  
23 has got to be left open and sometimes the municipalities  
24 don't quite. Do you follow?  
25 Q. I do.

1 do a pretty good job. We don't -- we try not to deal with  
2 anybody that sells direct, and -- and we're -- we're  
3 talking our territory. I mean, I suppose it isn't nice,  
4 but we don't really care what they do in Mississippi, but  
5 we try not to deal and we kind of stand hands off. So if  
6 we can get somebody that will work with us, then we -- we  
7 do that. And that's not the case with all distributors.  
8 And there is nothing wrong with that, I am not saying  
9 anything is bad. Some distributors -- there is a lot of  
10 distributors that are just volume distributors, and I guess  
11 that's okay; but if you look around here we -- we -- we  
12 have got too much of an overhead, we can't be a volume  
13 distributor, we have got to get specified and -- and you  
14 know what I am saying, and we got to make a living to pay  
15 for all of the stuff that we're doing.  
16 Q. You used the term that you needed to get specified,  
17 what do you mean by that?  
18 A. Well, you go in and try to specify. You would use --  
19 you are trying to get a specification on the meters, a  
20 specification on the hydrants, a specification on anything  
21 you can. Well, now we've got a new thing with this Value  
22 Added Services we've added where we're spending a lot of  
23 time specifying Team EJP. Instead of doing what we did for  
24 the first 50 years, or less than that, 45 years, we're --  
25 we're converting to -- to write the specification Team EJP

**Everett Prescott**  
**Investigational Hearing Excerpt**

**In the Matter of:**

**McWane/Sigma**

*January 4, 2011*

*Peter Prescott*

**Condensed Transcript with Word Index**



**For The Record, Inc.  
(301) 870-8025 - [www.ftrinc.net](http://www.ftrinc.net) - (800) 921-5555**

Page 54

1 also, Star did -- the industry was shocked that Star was  
 2 able to do what they said they were going to do. We never  
 3 thought that would happen. So you've got to give them all  
 4 the credit in the world. Plus, they did make a lot more  
 5 than A items.  
 6 To this date, they -- they will tell you they've  
 7 got a complete line, but if you take them down in the terms  
 8 of the industry, they don't, if you can follow that, but  
 9 I've got to admit that you might be able to get away with  
 10 it because the ones they're missing aren't very common,  
 11 but -- so, Star, for the industry, did one hell of a job.  
 12 Q. So, if McWane hadn't had its distribution policy, is  
 13 it fair to say that you were interested in purchasing A  
 14 items from both McWane and Star and then B, C and Ds from  
 15 McWane as necessary?  
 16 A. Yes, and I think -- yes, that is, but also understand  
 17 this, please, that we would not -- my opinion, we would not  
 18 be having a meeting now if -- if the economy hadn't changed  
 19 at the same time this was going on, if you can follow that.  
 20 Q. If you could explain more, sir.  
 21 A. Okay, if that sun had stayed out and the business was  
 22 going so -- our biggest worry, us, distributor, any other  
 23 distributor you are talking to, their biggest worry was  
 24 staying in business, not whether who was making the  
 25 fittings and what was going on with domestic. That was

Page 55

1 second fiddle.  
 2 If the sun had stayed out, I don't think we would  
 3 have gotten into any mess at all. I think we would have  
 4 just said: Okay, if we can't do it, we can't do it. We  
 5 would have found a way to get around it. I think people  
 6 would have got together, for example, with Star and maybe  
 7 invested in Star or anybody else that was going to do it.  
 8 I think we would have had a powerful enough group  
 9 to either go to Washington and get it changed or modified  
 10 or get it -- waive it, but we didn't have any strength  
 11 because people said: Hey, I'm going to get in no more  
 12 battles. We've got a battle just staying in business,  
 13 which was an absolute -- the timing was -- the timing  
 14 couldn't have been any worse. I'm talking about for us,  
 15 not for everybody, for us. Timing couldn't have been any  
 16 worse.  
 17 If you're asking me personally, I think at my age  
 18 it would have been a hell of a lot of fun to -- you know,  
 19 if the business was there because you have the power and  
 20 you -- but I tried calling people and saying, you know --  
 21 TDG tried -- we haven't taken the situation because we  
 22 were going to have to do it as TDG. I don't know if you  
 23 have been told that story yet or not.  
 24 Q. Why don't you tell us.  
 25 A. TDG was going to have to do all its members, which is

Page 56

1 impossible. It is absolutely -- it's absurd. We have got  
 2 an organization. It's a very nice organization. We have  
 3 got 32 members and the 32 members have got -- I think we  
 4 have 290 stores, it doesn't make any difference, but 290  
 5 different places, I think out of the 32 members and I'm the  
 6 one, I'm the chairman of the board, so I asked the  
 7 question. I said: All right now, if we do this, AB wants  
 8 to do it and Harry doesn't. Sign this paper. It's  
 9 everybody.  
 10 Q. And this story you are telling me, this is a story  
 11 about TDG's negotiations with McWane about McWane's  
 12 distribution policy; is that right?  
 13 A. Yes.  
 14 Q. So McWane comes to TDG and McWane wants TDG to commit  
 15 to exclusivity on domestic fittings for everyone across the  
 16 country; is that right?  
 17 A. Yeah. That wouldn't have lasted -- I think you  
 18 already know, that wouldn't have lasted until we got out to  
 19 the bubbler. Do you follow? So, one place one time, we've  
 20 got the fitting. The guy says we've got the fitting, we're  
 21 out. And this is after the fact now, okay. That's not  
 22 before the fact. That's after the fact. We didn't take  
 23 it.  
 24 Q. I want to play out this scenario that we've been  
 25 discussing about the effect of McWane's policy on your

Page 57

1 willingness to do business with Star on the domestic side.  
 2 So, Star has the A items on the domestic side and  
 3 McWane has got the A items and then the oddball fittings on  
 4 the domestic side. And McWane has also got its  
 5 distribution policy now, where it says if you buy a single  
 6 domestic fitting from Star, you are going to lose access to  
 7 my oddballs for a period of time.  
 8 Can you just tell us what the problem with that  
 9 is from EJP's perspective, if you did go with Star and you  
 10 did get cutoff? Explain to a layperson what the business  
 11 concern is and why that would give you some heartburn?  
 12 A. It would give you heartburn because we would lose  
 13 customers. We would be the ones that lost them. They  
 14 wouldn't want to be going away, we'd lose them because we  
 15 couldn't take care of them.  
 16 Let me correct that. The only thing that's in  
 17 our way is this. You know, if it wasn't -- if it isn't a  
 18 job with this, we've got no complaint, but all of the jobs  
 19 we were doing were this.  
 20 Q. This, in that sentence, meaning the ARRA jobs, the  
 21 stimulus jobs?  
 22 A. See, go back to what I told you about the sun. We  
 23 could have rocked and rolled because if the sun was out in  
 24 the economy, still we wouldn't have liked this, but we  
 25 could have lived with it, because there had been enough --

Page 58

1 we'd have to pass up the business, which by the way, would  
 2 have been a good impact too, if you can follow that, a  
 3 group of people with a good reputation and a lot of  
 4 business giving up saying if it's ARRA, we're not going to  
 5 touch it, but that wasn't the case. About the only thing  
 6 going on was this.  
 7 Q. If you went with Star with just the A items and didn't  
 8 have access to McWane's full line of domestic fittings,  
 9 would you lose customers?  
 10 A. Of course.  
 11 Q. Would that mean a loss of opportunities to sell  
 12 them -- because you sell typically on a one-stop shop  
 13 basis, would that mean lost sales of pipe and hydrant as  
 14 well, and not just fittings?  
 15 A. Oh, the whole gamut, but try this on. It's not just  
 16 that one order. Think about it now if you was that man.  
 17 The scary part is not losing them just once for the one job  
 18 we couldn't supply, why would he come back to us if the  
 19 other guy took care of him. And the guy has been trying to  
 20 get his business for whatever, take a number, 20 or 30  
 21 years. So the minute you give up on it and let the  
 22 competition in the door, you could be saying bye-bye for a  
 23 long period of time.  
 24 Q. Were those the sort of concerns that caused you to  
 25 make the decision not to purchase any domestic fittings

Page 59

1 from Star in light of McWane's distribution policy?  
 2 A. We've got to be fair about that too. When this was  
 3 all taking place, remember, there was no Star. You  
 4 understand? This is what got them in the business, with  
 5 what's going on, got them in the business, but remember  
 6 now, they were just dreaming about it and getting ready.  
 7 So we couldn't have survived if we'd given everything to  
 8 Star. They didn't have nothing when this all started to  
 9 take place.  
 10 Q. Can you give us a sense of what your purchases from  
 11 Star would have looked like if McWane didn't have it's  
 12 distribution policy?  
 13 A. No, because of what I'm telling you about the economy.  
 14 We are hoping and praying that nothing to do with what we  
 15 are talking about that this business is going to come back  
 16 now. It's coming back, but it really -- I mean, I don't  
 17 know if you understand the impact to this industry.  
 18 The impact of this economy to this industry is  
 19 greater combined in two years than it was in a hundred. I  
 20 don't think most people understand that. We've closed pipe  
 21 plants that were never, and never is a bad word to use,  
 22 that were never closed. We have closed three of them so  
 23 far and I think there are some more that are going to go.  
 24 It's unbelievable. We had 13 manufacturers, now we've got  
 25 four. It's just unbelievable. The impact -- we have got

Page 60

1 manufacturers that are down 60 and 70 percent. Can you  
 2 comprehend that?  
 3 I have been in this business over 50 years. When  
 4 we got the first calls on the ductile plants, they started  
 5 by closing without telling anybody. They were down like  
 6 four and six weeks at a time, kind of keeping it a secret,  
 7 just closing and laying the people off. How they kept it a  
 8 secret, I don't know, but they did. And when I heard the  
 9 first plant was going to go down, it was like a joke.  
 10 There's two plants in New Jersey right now sitting idle.  
 11 Just -- so that's how much impact that it had, so  
 12 when you couple that to trying to do what you can do that's  
 13 not illegal, you are going to do what's -- to stay, the  
 14 biggest priority was to stay in business, so we had to kind  
 15 of -- you had to kind of suck up on the domestic fitting  
 16 deal and do it.  
 17 Q. Do you have any plans to purchase domestic fittings  
 18 from Star in the near future?  
 19 A. Oh, I think that that's going to -- if you want to be  
 20 perfectly honest, I think that as soon as this goes, the  
 21 question -- the answer would be yes, but you know what, I'm  
 22 not sure -- and this is a horrible thing to say, I'm pretty  
 23 convinced very shortly, very shortly could be -- I think in  
 24 five years there won't be any domestic fittings. That's  
 25 what so sad about the whole thing, because that's where we

Page 61

1 were headed until they did this. Do you follow? This  
 2 is -- this is McWane's salvation because I mean -- you  
 3 don't have to talk to me to know that. The biggest and  
 4 best plant in the country was closed before any of this.  
 5 Q. This in that sentence being the stimulus bill, the  
 6 ARRA; is that right?  
 7 A. Yes.  
 8 Q. Do you have any plans to purchase domestic fittings  
 9 from Star in the near future? I guess I didn't understand.  
 10 A. I think that the question is, yeah, we'll do that, but  
 11 I think because now everything is off, we're just closing  
 12 up like everybody else is for the year, closing out the  
 13 year, and we are going to start looking at purchases and we  
 14 don't really get nothing rolling until March. January and  
 15 February is pretty slow. I would say -- I would say yes  
 16 because all of the bets are off.  
 17 Q. When you say that, what do you mean, sir, all the bets  
 18 are off. Has something changed with respect to --  
 19 A. Sure, they don't have the program anymore.  
 20 Q. So could you explain that to me, your understanding of  
 21 how that program has changed.  
 22 A. You already know better than I do, I think, but they  
 23 don't have a program.  
 24 Q. When did this happen?  
 25 A. Right after Star got going.

# **Mitchell Rona Deposition Excerpt**

1 UNITED STATES OF AMERICA  
 2 BEFORE THE FEDERAL TRADE COMMISSION  
 3 In the Matter of : DOCKET NO.  
 : 9351  
 4 McWANE, INC., a :  
 corporation, and :  
 5 STAR PIPE PRODUCTS, :  
 LTD., a limited :  
 6 partnership :  
 7 - - -  
 8 May 18, 2012  
 9 CONFIDENTIAL -  
 10 PURSUANT TO DOCKET NO. 9351  
 11 - - -  
 12 Oral deposition of MITCHELL RONA,  
 13 taken pursuant to notice, was held at the  
 14 law offices of Ballard Spahr LLP, 1735  
 15 Market Street, 51st Floor, Philadelphia,  
 16 Pennsylvania, beginning at 9:09 a.m. on  
 17 the above date, before Anne Marie  
 18 Beecher, a Certified LiveNote Reporter  
 19 and Notary Public for the Commonwealth of  
 20 Pennsylvania.  
 21 - - -  
 22 FREEDOM COURT REPORTING  
 23 2015 3rd Avenue North  
 Birmingham, Alabama 35203  
 (877) 373-3660  
 24

1 APPEARANCES:  
 2  
 3 MAYNARD COOPER & GALE, P.C.  
 BY: THOMAS W. THAGARD, III, ESQUIRE  
 4 1901 Sixth Avenue North  
 2400 AMSouth/Harbert Plaza  
 5 Birmingham, Alabama 35203  
 (205) 254-1000  
 6 tthagard@maynardcooper.com  
 Representing McWane, Inc.  
 7  
 8  
 9 FEDERAL TRADE COMMISSION  
 BY: EDWARD D. HASSI, ESQUIRE  
 10 600 Pennsylvania Avenue N.W.  
 Washington, D.C. 20580  
 11 (202) 326-2040  
 ehassi@ftc.gov  
 12 Representing the  
 Federal Trade Commission  
 13  
 14  
 15 BALLARD SPAHR LLP  
 BY: MATTHEW A. WHITE, ESQUIRE  
 16 1735 Market Street  
 51st Floor  
 17 Philadelphia, Pennsylvania 19103  
 (215) 665-8500  
 18 whitema@ballardspahr.com  
 Representing the Witness,  
 19 Mitchell Rona  
 20  
 21 - - -  
 22  
 23  
 24

1 - - -  
 2 I N D E X  
 3 - - -  
 4 Testimony of: MITCHELL RONA  
 5 By Mr. Thagard 6, 311, 330  
 6 By Mr. Hassi 159, 324  
 7 - - -  
 8 RONA EXHIBITS  
 9 - - -  
 10 NO. DESCRIPTION PAGE  
 11 1 Subpoena 8  
 12 2 Respondent McWane,  
 13 Inc.'s Deposition Notice 8  
 14 3 E-mail, 8/17/09 73  
 15 4 E-mail, 2/1/08 87  
 16 5 E-mail, 4/09/09 90  
 17 6 Letter, 6/4/09 97  
 18 7 E-mail, 6/15/09 103  
 19 8 Master Distributor  
 20 Agreement 106  
 21 9 E-mail, 7/23/09 107  
 22 10 Letter, 7/29/09 124  
 23 11 Letter, 8/24/09 126  
 24 12 Memorandum, 9/22/09 130  
 13 E-mail, 3/10/08 136  
 14 E-mail, 8/22/08 146  
 15 OEM Distribution Agreement 153

1 - - -  
 2 DEPOSITION SUPPORT INDEX  
 3 - - -  
 4  
 5 Direction to Witness Not to Answer  
 6 Page Line Page Line Page Line  
 7 None  
 8  
 9  
 10 Request for Production of Documents  
 11 Page Line Page Line Page Line  
 12 None  
 13  
 14  
 15 Stipulations  
 16 Page Line Page Line Page Line  
 17 None  
 18  
 19  
 20 Question Marked  
 21 Page Line Page Line Page Line  
 22 None  
 23  
 24

1 products from non-domestic foundries?  
 2 A. Correct.  
 3 Q. And Sigma supplies those  
 4 imported fittings to customers in the  
 5 United States; correct?  
 6 A. Correct.  
 7 Q. Okay. What countries does  
 8 Sigma import fittings from?  
 9 A. Mexico, India and China.  
 10 Q. Does Sigma have any  
 11 experience operating or managing a  
 12 foundry?  
 13 MR. HASSI: Object to the  
 14 form.  
 15 MR. THAGARD: Strike that.  
 16 That's a bad question.  
 17 Q. Sigma has never run a  
 18 foundry before, has it?  
 19 MR. HASSI: Object to the  
 20 form.  
 21 MR. WHITE: Objection.  
 22 BY MR. THAGARD:  
 23 Q. Okay. Sigma doesn't own its  
 24 own foundries, does it?

1 A. No.  
 2 Q. There's a great deal of  
 3 expertise that goes into running a  
 4 foundry; would you agree with that?  
 5 MR. HASSI: Object to the  
 6 form.  
 7 A. Yes.  
 8 Q. Okay. Sigma would not have  
 9 any of the expertise or experience of  
 10 running a foundry, would it?  
 11 MR. HASSI: Object to the  
 12 form.  
 13 MR. WHITE: Objection.  
 14 A. Not presently, correct.  
 15 Q. You're familiar with the  
 16 American Recovery and Reinvestment Act;  
 17 correct?  
 18 A. Yes.  
 19 Q. And you're familiar with the  
 20 Buy American provisions; correct?  
 21 A. Yes.  
 22 Q. What was significant to  
 23 Sigma about the -- can we refer to it as  
 24 ARRA and Buy American?

1 MR. WHITE: Objection.  
 2 A. Yes.  
 3 Q. If I refer to it as ARRA and  
 4 Buy American, will you understand what  
 5 I'm talking about?  
 6 MR. WHITE: My objection  
 7 wasn't to the use of the phrase  
 8 ARRA or Buy American, my objection  
 9 was that the question was overly  
 10 broad and vague.  
 11 MR. THAGARD: Fair enough.  
 12 BY MR. THAGARD:  
 13 Q. How did ARRA affect -- or in  
 14 2008 or 2009, how did Sigma think ARRA  
 15 might affect its business?  
 16 MR. HASSI: Object to the  
 17 form.  
 18 A. We would have -- we felt  
 19 that if a percentage of the fittings  
 20 which would previously have been accepted  
 21 as foreign or imported fittings were  
 22 required to be now only domestic  
 23 fittings, that it would preclude us from  
 24 a percentage of the business.

1 Q. And what steps did Sigma  
 2 take to respond to those concerns?  
 3 I guess, did Sigma  
 4 investigate sourcing product from  
 5 domestic foundries?  
 6 A. Sigma explored developing  
 7 fittings in Korea first, which was  
 8 thought of as potentially an acceptable  
 9 ARRA product. And then when we realized  
 10 that channel might not bare out or it was  
 11 not likely acceptable, we then looked at  
 12 developing fittings on our own in the  
 13 U.S. and visited numerous or several  
 14 foundries.  
 15 Q. Okay. And what was your  
 16 involvement on behalf of Sigma with the  
 17 investigation of developing domestic  
 18 foundry sources?  
 19 A. I worked in a group with  
 20 several other people.  
 21 Q. Who was in your group?  
 22 A. Stuart Box, and at the time  
 23 Gopi Ramanathan, Victor Pais, Siddharth  
 24 Bhattacharji. We worked sort of as a

1 the number that I thought was important  
2 to Sigma.

3 Q. Okay. Did Sigma have any  
4 direct experience in direct manufacturing  
5 experience?

6 MR. HASSI: Object to the  
7 form.

8 MR. WHITE: Fittings or  
9 anything?

10 MR. THAGARD: Fittings.

11 A. In the U.S., worldwide?

12 Q. Correct. In the U.S.

13 A. Prior to this exploration,  
14 we had not produced any AWWA waterworks  
15 fittings in the U.S.

16 Q. Okay. ARRA presented a  
17 short-time horizon; correct?

18 MR. HASSI: Object to the  
19 form.

20 Q. What was the time horizon  
21 presented by ARRA?

22 A. Although I didn't focus on  
23 that personally, what I understood was  
24 the time horizon was from some -- a

1 period in 2009 until a period I believe  
2 in February or something in 2010, but I  
3 was not personally clear nor really  
4 focused on what that really meant,  
5 because, you know, dates like that come  
6 and go.

7 Q. But it was relevant to how  
8 fast you were going to have to gear up  
9 this manufacturing process; correct?

10 A. Correct, yes.

11 Q. And one of the things you  
12 were trying to decide is whether or not  
13 you could do that in time to benefit from  
14 any funding that ARRA put into the  
15 fittings marketplace; correct?

16 A. That's correct.

17 Q. Did Sigma have any interest  
18 in continuing to provide domestically  
19 sourced fittings after ARRA expired?

20 A. There was reasonable  
21 discussion, general discussion, and I  
22 particular felt that post ARRA, A-R-R-A,  
23 I like to call it A-R-R-A, post ARRA that  
24 there absolutely would be a carryover

1 sentiment in domestic fittings that would  
2 be a level greater than the domestic  
3 percentage leading up to ARRA, but we  
4 would not have any hard data to  
5 understand what that before was, during,  
6 nor after. That was a feeling.

7 Q. That was another  
8 uncertainty?

9 A. That's correct.

10 Q. Sigma ultimately did source  
11 some domestically produced pipe  
12 restraints; correct?

13 A. That's correct.

14 Q. Okay. Did that prove to be  
15 difficult and challenging?

16 MR. HASSI: Object to the  
17 form.

18 A. Sigma is presently  
19 domestically manufacturing pipe  
20 restraints.

21 Difficult is a little bit of  
22 a gray area. Manufacturing, in general,  
23 is challenging.

24 Q. Well, were the projected

1 timelines ultimately delayed?

2 MR. HASSI: Object to the  
3 form.

4 A. I personally did not spend a  
5 considerable amount of time in our  
6 domestic pipe restraint implementation  
7 plan, but there were certainly delays.

8 Q. Do you know if the capital  
9 expenditures were greater than were  
10 projected for the development of

11 domestically sourced pipe restraints?

12 A. I don't know for a fact, but  
13 I know there have been tooling  
14 corrections and requirements and  
15 additional movement of tooling from an  
16 initial source to a secondary source, so  
17 unless they were put into the budget,  
18 then we would be over the budget.

19 Q. Okay. And even a couple of  
20 years after you initiated this project,  
21 was production still limited with pipe  
22 restraints; do you know?

23 A. I would say that production  
24 of the domestic pipe restraints had --

1 business before Rick joined.  
2 Q. Did the relationship between  
3 the companies change when Mr. Tatman  
4 joined?

5 A. From a buy/sell perspective,  
6 Rick was less interested in working with  
7 us, buying from us, even if the need was  
8 there, so I would say he was less prone  
9 to be open-minded to a buy/sell  
10 transactional relationship. That's the  
11 way I would interpret it.

12 Q. I asked you some questions  
13 about whether it was a competitive price.  
14 In Mr. Pais's e-mail, he refers to it as  
15 perhaps the most competitive source for  
16 the double A, in quotes, items.

17 Do you know what he meant by  
18 that? Does competitive in that sentence  
19 refer to competitive pricing?

20 A. Yeah. That the price  
21 offered by Tyler to Sigma for very  
22 popular fitting items, that that cost  
23 from them could be better than our own  
24 overseas cost.

1 MR. WHITE: Object to the  
2 question; calls for speculation.

3 Q. Sir, if you would take a  
4 look at Exhibit 14. You answered  
5 questions about this document just prior  
6 to the lunch break.

7 This is a note you wrote  
8 after a short conversation with McWane's  
9 Rick Tatman; is that right?

10 A. That's right.

11 Q. And do you recall anything  
12 about this conversation, other than  
13 what's embodied in what you wrote in the  
14 e-mail here?

15 A. I don't particularly recall  
16 anything in addition to that.

17 Q. Okay. Let me ask you, when  
18 you write, Rick was upset by the numbers  
19 in Florida and California.

20 Do you understand the  
21 numbers to be price?

22 A. Yes.

23 Q. And you understand that  
24 because you understand the .26 and the

1 .30 in the next sentence to be  
2 multipliers?

3 A. That's correct.

4 Q. And do you understand that  
5 he's calling to complain about the prices  
6 that Sigma and Star are offering in  
7 Florida and California?

8 MR. THAGARD: I'm going to  
9 object to the form. I don't think  
10 there's any testimony in the  
11 record about that. It lacks  
12 foundation.

13 MR. WHITE: I agree.  
14 Objection; it lacks foundation.

15 A. I'll need to hear the  
16 question again, I'm sorry.

17 Q. Did you understand Mr.  
18 Tatman to be calling to complain about  
19 the prices that Sigma and Star were  
20 offering in Florida and California?

21 MR. WHITE: Objection; lacks  
22 foundation.

23 MR. THAGARD: Yeah; same  
24 objection.

1 A. He provided some information  
2 or feedback on what I wrote when I  
3 conveyed it to the people at OEM 5 in an  
4 e-mail.

5 Q. And to be clear, you wrote,  
6 Mr. Tatman was upset; right?

7 MR. WHITE: Actually, he  
8 wrote Rick.

9 MR. HASSI: I wanted it to  
10 be clear on the record.

11 Q. You wrote, Rick was upset;  
12 is that right? That was your  
13 understanding of the purpose of the call,  
14 that he was calling you because he was  
15 upset; isn't that right, sir?

16 MR. WHITE: Objection; lacks  
17 foundation. You haven't  
18 established who called who.

19 MR. THAGARD: Same  
20 objection.

21 A. I don't recall whether I  
22 initiated the call, whether I was called,  
23 nor whether the subject matter of the  
24 call was specifically only about this

1 particular one item. I don't recall  
 2 that.  
 3 Q. Well, if you had discussed  
 4 other things, would you have included  
 5 them in your e-mail to OEM 5, just as you  
 6 did in Exhibit 13, where you discussed  
 7 issues in addition to what Mr. Tatman  
 8 told you about the prices being  
 9 compromised in the market?  
 10 MR. THAGARD: Object to  
 11 form.  
 12 A. I understand what I did in  
 13 the other e-mail. I don't recall whether  
 14 there were other subjects or what they  
 15 were.  
 16 Q. When you say in the e-mail,  
 17 he said the .26 and .30 respectively were  
 18 available from us both without any second  
 19 thought, the both has a reference to  
 20 Sigma and Star; is that correct?  
 21 A. That's correct.  
 22 Q. And that without any second  
 23 thought, is that a reference to you're  
 24 offering discounts off the published

1 multipliers down to a .26 and a .30  
 2 without even trying to push back the  
 3 customer, is that your interpretation of  
 4 what you wrote on August 22, 2008?  
 5 A. I would say based on what I  
 6 wrote, that he was saying that Sigma and  
 7 Star would offer those discounts.  
 8 Q. You're too quick to offer  
 9 those discounts; is that fair?  
 10 MR. THAGARD: Object to the  
 11 form.  
 12 A. Too quick, that's fair.  
 13 Q. And I'm sorry, you may have  
 14 told us, but who were the members of OEM  
 15 5 at this point in time, August 2008?  
 16 A. That's Victor Pais,  
 17 Siddharth Bhattacharji, Larry Rybacki,  
 18 Tom Brakefield and myself.  
 19 Q. And at that point in time  
 20 Mr. Rybacki was responsible for pricing  
 21 at Sigma; is that right?  
 22 A. That's what I said.  
 23 Q. Sir, what role, if any, did  
 24 you have in DIFRA?

1 A. I didn't play a role in  
 2 DIFRA. I didn't attend any meetings. I  
 3 knew what DIFRA was. I must have been  
 4 copied on some of the communication which  
 5 was shared amongst people about DIFRA.  
 6 And that's what I recall.  
 7 Q. Do you know why you were  
 8 shared on that communication?  
 9 I asked a bad question. Let  
 10 me withdraw it.  
 11 Did you have an  
 12 understanding at the time as to why  
 13 others at Sigma were sharing that  
 14 information with you by copying you on  
 15 communications?  
 16 MR. WHITE: Hold on a  
 17 second. I got to object to the  
 18 form of the question because you  
 19 say copy on the communications.  
 20 He may not have been copied. He  
 21 may have been part of an e-mail  
 22 list.  
 23 A. Let me clarify by saying,  
 24 many e-mails get sent to many people, so

1 when you were asking me that question, I  
 2 was saying, I don't doubt that I've been  
 3 copied on e-mails or have been included  
 4 in e-mails which are related to DIFRA.  
 5 Q. Let's use one as an example.  
 6 This is CX 1130, and it's an e-mail in  
 7 which you are copied dated Friday, May  
 8 30, 2008. And this is an e-mail that you  
 9 received in the regular course of your  
 10 business?  
 11 A. That's correct.  
 12 Q. And you're copied on it, not  
 13 as a member of a list like OEM 5 or OEM  
 14 20, but you're listed as one of the cc's;  
 15 do you see that?  
 16 A. Uh-huh.  
 17 Q. That's a yes.  
 18 A. Yes.  
 19 Q. Do you know why Mr.  
 20 Brakefield copied you on this e-mail?  
 21 A. No, I don't. First of all,  
 22 I don't recall this e-mail. I don't  
 23 recall ever receiving the e-mail, but I  
 24 obviously was copied on it.

# **Mitchell Rona**

## **Investigational Hearing Excerpt**

**In the Matter of:**

**McWane/Sigma**

*August 6, 2010*

*Mitchell Rona*

**Condensed Transcript with Word Index**



**For The Record, Inc.  
(301) 870-8025 - [www.ftrinc.net](http://www.ftrinc.net) - (800) 921-5555**

Page 22

1 MR. RENNER: Let's go off the record for a  
2 moment.  
3 (Discussion off the record.)  
4 BY MR. RENNER:  
5 Q. Mr. Rona, I'd like to show you what's been  
6 marked as Exhibit 240.  
7 Exhibit 240, sir, is an e-mail and attached  
8 spreadsheet that I believe contains an analysis that  
9 you performed concerning the profitability of entry  
10 into the domestic production of ductile iron pipe  
11 fittings.  
12 Is that correct?  
13 A. Yes.  
14 - - - - -  
15 EXAMINATION  
16 BY MR. DEL BUONO:  
17 Q. Just some background questions about this  
18 document.  
19 A. Uh-huh.  
20 Q. What was the specific purpose of putting this  
21 all together?  
22 A. The purpose of the document was -- I would look  
23 at it in one respect as a capital budgeting project.  
24 Our goal was to simulate what potential we thought there  
25 was for the domestic market in the ARRA business.

Page 23

1 So we took an historical usage of our product  
2 and we estimated what a percentage of that -- what  
3 percentage we thought would be potentially available to  
4 us in the ARRA or domestic market.  
5 We then visited numerous foundries, which are  
6 along the bottom. They're acronymed. That's a -- these  
7 are different foundries.  
8 And then -- so we estimated the cost to  
9 produce, we estimated the amount we thought we could  
10 sell, and we estimated the market price that we would  
11 be able to sell it for. And based on that, we came up  
12 with a first model for what we thought our  
13 profitability could be. That was the beginning of the  
14 review.  
15 Subsequently after that when we thought about  
16 the idea of approaching McWane to see if they would  
17 sell us as an alternate plan, we added a function of if  
18 we requested certain pricing from them as a discount  
19 off the published pricing that was in the market for  
20 domestic fittings what would be our profit from that.  
21 And we also estimated that if we bought from  
22 them and sold as a master distributor that our -- the  
23 amount we would sell might be different than if we  
24 actually produced it on our own.  
25 Q. When you said that you were estimating the

Page 24

1 percentage of your current output that might be  
2 domestic, did you expect that to be in addition to your  
3 current output, or did you expect the domestic market  
4 output to cannibalize your existing output in some way?  
5 A. I don't think -- I don't exactly recall any  
6 specific plan. However, I didn't think we thought it  
7 would be A plus B because we knew that work that was  
8 previously foreign was being converted to ARRA jobs.  
9 So thinking about it in a short-term window, we  
10 would be looking at it as some of the business would  
11 be -- it depends on what we felt about the actual  
12 changing of the actual import market. If we thought  
13 the import market would be totally flat year over year  
14 and the ARRA business which was going to be converting  
15 all existing jobs whatever percentage we thought, then  
16 it would be A minus B, and then whatever was left would  
17 be the blended market or the import market.  
18 So there was no -- I don't recall any  
19 hard-and-fast rule. I know we used a model of I  
20 believe approximately 25 percent for certain size  
21 ranges and 30 percent for certain size ranges and  
22 40 percent for certain size ranges as our estimates of  
23 what we thought would be converted or what would have  
24 been imported and could become domestic.  
25 Q. Well, that seems to imply that you'd expected

Page 25

1 one-for-one cannibalization, the 25 percent of your  
2 output in certain sizes.  
3 A. I understand what you're saying. I don't  
4 recall we ever sitting and saying it would -- yes.  
5 In -- I -- I don't remember ever having conversations  
6 where we actually said it will be 25 percent, but yes,  
7 I understand what you're saying.  
8 Q. So is it a fair assessment to say that you  
9 expected you could lose up to 25 percent in certain  
10 sizes of your existing imported output?  
11 A. Could, yes.  
12 Q. If you did not have a domestically sourced  
13 offering of those sizes?  
14 A. That's correct. But for us the 25 percent was  
15 just our estimate. We had no -- we had no idea.  
16 I mean, we had no data or information that would  
17 allow us to know exactly what it was.  
18 Q. Not scientifically based.  
19 A. Not scientifically based.  
20 Q. Who gave input to this model?  
21 A. Victor Pais. Siddharth Bhattacharji. In  
22 totality, I would say everybody in the SDP group gave  
23 some input, some more than others.  
24 Q. Are there some very important assumptions that  
25 go into the model besides these estimates of how much of

Page 98

1 We even talked to ACIPCO about using some of  
 2 their tooling that they may have set aside over the  
 3 time that they closed certain foundries, and we looked  
 4 at the viability of that -- we discussed with them that  
 5 we were considering it because they were concerned about  
 6 the supply of fittings.  
 7 Q. Why were they concerned about the supply of  
 8 fittings?  
 9 A. They were just concerned about the supply to  
 10 meet their jobs.  
 11 Q. I don't understand, sir.  
 12 Why were they concerned at this time when you  
 13 testified that they had had access to domestic fittings  
 14 through SIGMA from McWane before?  
 15 A. I think the enormity of the spike in the volume  
 16 that they felt that they would -- you know, they just  
 17 wanted to be assured that we would be able to provide  
 18 them with the fittings in a timely manner.  
 19 Q. Did you offer them those assurances?  
 20 A. Yes.  
 21 Q. Who at ACIPCO did you offer these assurances  
 22 to?  
 23 A. I spoke to Mike Hayes, who was the purchasing  
 24 manager, and I probably spoke to Jerry Burns, who is a  
 25 sales manager.

Page 99

1 Q. Anyone else?  
 2 A. I might have spoken to smaller people in  
 3 purchasing or ran -- meaning, I don't -- those were the  
 4 primary contacts.  
 5 Q. Sir, in your conversations with these two  
 6 gentlemen, what was the nature of the assurance you  
 7 offered them with respect to domestic fittings?  
 8 A. We told them that we would either -- we were  
 9 exploring the idea of producing fittings on our own and  
 10 that if we didn't decide to do that -- and I'm not sure  
 11 of the sequence of exact events -- that we would assure  
 12 that the fittings we were getting from McWane, that we  
 13 would still be able to do that.  
 14 Q. Did McWane -- what happened to the arrangement  
 15 that SIGMA had in 2008 to purchase domestic fittings  
 16 from McWane? Was that still operative through 2009?  
 17 A. Yeah. We were -- we were continually buying  
 18 from them and then -- we were -- that never changed or  
 19 suspended, meaning we were always -- we always had  
 20 access to the fittings.  
 21 Q. Okay. Did you have any conversations with  
 22 U.S. Pipe about entering domestic production?  
 23 A. Yes.  
 24 Q. And what were those conversations?  
 25 A. The conversation -- U.S. Pipe approached us

Page 100

1 because they were -- they were buying their domestic  
 2 fittings from McWane or whatever they needed. I don't  
 3 know what their volumes were or how much they bought,  
 4 but they were buying from McWane. They -- when ARRA  
 5 came, they I imagine were imploring their own options as  
 6 a manufacturer as to what they would do. And when they  
 7 approached us, we had told them that we were also  
 8 considering to produce domestically.  
 9 Q. You testified that you imagine that U.S. Pipe  
 10 was exploring their own options.  
 11 Why did you think that?  
 12 A. Because they told me that. Meaning, they said  
 13 that their management had asked the purchasing director  
 14 to -- that he should look at their options, U.S. Pipe's  
 15 options.  
 16 Q. Did U.S. Pipe explain to you why they were  
 17 taking that step?  
 18 A. They have all their own tooling, which is still  
 19 in the U.S. in various different places, and they felt  
 20 that they had a need to have a ready availability of  
 21 fittings for the spike in the business.  
 22 Q. Did U.S. Pipe express any concern to you about  
 23 dealing with McWane directly for domestic fittings?  
 24 A. I don't think they expressed any concern. They  
 25 were buying from McWane.

Page 101

1 Q. I'm just curious why they would involve you in  
 2 these discussions. You don't have domestic fittings at  
 3 the time. You sell imported fittings. They have a  
 4 ready supply of domestic fittings through McWane.  
 5 A. Uh-huh.  
 6 Q. Why did this come up?  
 7 A. I think they maybe felt that since they were  
 8 buying their imported fittings from us at the time that  
 9 if we were going to do something based on our assessment  
 10 of the market that they would just as soon have the  
 11 opportunity to buy the fittings from us.  
 12 Q. Is it fair to say that U.S. Pipe encouraged  
 13 SIGMA to enter domestic production?  
 14 A. No. I would -- no.  
 15 Q. How would you characterize U.S. Pipe's  
 16 communications to SIGMA concerning the possibility of  
 17 SIGMA entering domestic production?  
 18 A. U.S. Pipe was concerned from their perspective,  
 19 whatever that was. They charged their VP of purchasing  
 20 to come up with a plan. I got the feeling they didn't  
 21 have the resources, inertia, manpower, to launch an  
 22 effort. And when I told them that we were looking into  
 23 possibly doing it, they were relieved and felt that  
 24 they thought that their efforts to do it, to source  
 25 fittings, would be a duplication and that if we did it,

Page 102

1 they would just assume that we would extend the offer to  
 2 sell them from the domestic production if we went that  
 3 route.  
 4 Q. Did you make any -- did you offer U.S. Pipe any  
 5 assurances that you would have domestic fittings?  
 6 A. Clarify "assurances."  
 7 Q. Uh-huh.  
 8 Well, what -- what did you tell U.S. Pipe about  
 9 your plans for domestic production?  
 10 A. I -- that we were working on it and that we were  
 11 working hard at it and that we were looking at it  
 12 seriously and that it was a viable option for us in that  
 13 we felt that we needed to do something.  
 14 Q. When you say you felt you needed to do  
 15 something --  
 16 A. Meaning we weren't going to do nothing.  
 17 Q. Uh-huh.  
 18 A. We weren't going to just say we have no answer  
 19 and we'll just hope that it goes away.  
 20 Q. And at this time you were also negotiating an  
 21 MDA with McWane; right?  
 22 A. At some point we were -- excuse me. At some  
 23 point we were negotiating an MDA with McWane and still  
 24 pursuing our domestic. Correct.  
 25 Q. When you say you needed to do something, what if

Page 103

1 the MDA with McWane didn't pan out? What then?  
 2 A. That's a question from before.  
 3 We never got to that point. And in my mind...  
 4 Q. But in the -- I'm sorry, sir. Go ahead.  
 5 A. Please.  
 6 Q. If you say that you needed to do something, you  
 7 couldn't just let it blow over, "it" meaning  
 8 Buy American and the ARRA, and the MDA with McWane  
 9 didn't work out, is it reasonable to say that you would  
 10 have continued on and entered domestic production at  
 11 whatever scale and on whatever time frame would have  
 12 been feasible?  
 13 A. Yes.  
 14 Excuse me. I said yes inadvertently. Can you  
 15 please repeat that question because I wasn't listening.  
 16 I want to hear the question one more time.  
 17 MR. RENNER: Would you read the question back,  
 18 please.  
 19 (The record was read as follows:)  
 20 "QUESTION: If you say that you needed to do  
 21 something, you couldn't just let it blow over, "it"  
 22 meaning Buy American and the ARRA, and the MDA with  
 23 McWane didn't work out, is it reasonable to say that you  
 24 would have continued on and entered domestic production  
 25 at whatever scale and on whatever time frame would have

Page 104

1 been feasible?"  
 2 THE WITNESS: Yes. That's my opinion.  
 3 BY MR. RENNER:  
 4 Q. Thank you.  
 5 Mr. Rona, I believe you testified that ACIPCO  
 6 had some tooling that might have been of assistance to  
 7 SIGMA in entering domestic production?  
 8 A. Correct.  
 9 Q. And just describe the inventory of tooling that  
 10 you have in mind.  
 11 A. They had always produced all their fittings at  
 12 one time, so when they pared down their manufacturing  
 13 and decided not to produce, they had inventory of  
 14 toolings of certain sizes and configurations and items  
 15 at different foundries or warehouses, and so on.  
 16 And I believe at one time they did either  
 17 provide us with a list of what they had in a form that  
 18 is not that. It's parts and pieces of -- pieces of  
 19 tooling. And they said, Look, whatever we have, if you  
 20 want to use that to manufacture it -- to use it if it  
 21 can be utilized, please go ahead and you certainly  
 22 can -- and we didn't talk about any commercial terms  
 23 about how much the tooling would cost, but they offered  
 24 the tooling to us as -- and in the end, what they had  
 25 was no longer usable or would not be transferable to any

Page 105

1 of the foundries I believe that we discussed.  
 2 It was -- it was a general discussion. It was  
 3 not a drawn-out discussion.  
 4 Q. Did SIGMA take efforts to investigate ACIPCO's  
 5 tooling and evaluate its usability for domestic  
 6 production?  
 7 A. I don't believe we went further than to look at  
 8 the list.  
 9 Q. So do you know for certain that the tooling  
 10 would not have been helpful?  
 11 A. To recollect the conversation, I believe that  
 12 Stuart Box, who works for me, spoke to David Hamilton,  
 13 who works for ACIPCO, and they discussed the tooling  
 14 that was at -- this particular tooling. And my  
 15 recollection is that Stuart had determined that what  
 16 they had would not be suitable for what we needed.  
 17 But I don't know if we've ever visited -- I  
 18 don't believe we visited the tooling, physically visited  
 19 it or saw pictures of it, but we -- we tried to consider  
 20 it, and they felt that if they could help us that they  
 21 would do that.  
 22 Q. Did ACIPCO offer any other assistance to SIGMA  
 23 as part of SIGMA's efforts to set up domestic  
 24 production?  
 25 A. Yes.

Page 106

1 Q. And sir, what other types of assistance did  
2 ACIPCO offer?

3 A. They encouraged us to go visit their foundry in  
4 Pryor, Oklahoma, and we did. And we visited them and  
5 took a tour of the facility. All they said was that  
6 they would -- ACIPCO said that Pryor, which runs as a  
7 separate company, would treat us fairly and would be  
8 interested in working with us.

9 Q. When you said treat you fairly --

10 A. Meaning be treated -- in the foundry business I  
11 would say, again, it's a busy/not busy business, and  
12 you know, in order to get your space in line at the  
13 foundry you need to be -- you need to be on the front  
14 of their screen. Otherwise, if we show up there and  
15 they've got other active business, they may -- had we  
16 walked through the door on our own without being an  
17 ACIPCO company, they may have just said, Hey, we're  
18 busy.

19 Q. Are there any other ways that ACIPCO offered to  
20 make its Pryor, Oklahoma facility available to you in a  
21 way that was helpful to you as part of setting up  
22 domestic production?

23 A. No. We really didn't -- they didn't -- they --  
24 we dealt directly with the people at Pryor, the foundry  
25 superintendent or the foundry people.

Page 107

1 Q. So beyond the tooling and the Pryor, Oklahoma  
2 foundry, did ACIPCO offer any other forms of assistance  
3 to SIGMA as part of SIGMA's efforts to set up domestic  
4 production?

5 A. At -- at -- at one point when we looked at  
6 larger-diameter fittings -- and we're talking again in  
7 generalities about the ability to produce -- we talked  
8 about them offering up some of their tooling that they  
9 had even in their own shop if they had extra tooling to  
10 help us to not have to make and -- and we talked about  
11 that at a preliminary level.

12 Q. Sir, would this have been tooling of fittings of  
13 30 inches in diameter and above?

14 A. Yes.

15 Q. And were they receptive to that idea?

16 A. We talked about it, meaning they said, Hey, we  
17 don't know if we have extras, we don't know if -- and  
18 again, in the foundry business, tooling -- it in the  
19 larger sizes can be modular and it can be adapted and  
20 it's connected in pieces, and so I think in the general  
21 scope that they were -- they said, Hey, we could, you  
22 know, possibly, if you found the right foundry and we  
23 were happy with them, possibly work on something so that  
24 we can work together. That's all.

25 Q. The same questions for U.S. Pipe.

Page 108

1 I believe you testified that U.S. Pipe had some  
2 tooling available in the United States that might have  
3 been helpful for SIGMA as part of its efforts to set of  
4 domestic production. Is that correct?

5 A. What I believe I said was that U.S. Pipe had  
6 tooling and that U.S. Pipe had tooling at their access,  
7 but U.S. Pipe preferred that if we were going to go  
8 after our own domestic -- I don't think those two  
9 issues were linked.

10 U.S. Pipe did talk about casually that the  
11 tooling that we had for them on the proprietary  
12 fittings that we produced for them, which have some  
13 modular nature, we did discuss potentially moving some  
14 of that tooling from Mexico, which is where the tooling  
15 is, to a foundry in the U.S. if they felt that the  
16 proprietary fittings were going to be required on jobs  
17 that were ARRA.

18 Q. And sir, when you say these fittings are  
19 modular, what other types of fittings can be used making  
20 these patterns?

21 A. The patterns can be used to change the end  
22 configurations, but the patterns for their -- these  
23 particular fittings were relatively old and would not  
24 meet the dominant fitting in the U.S. market, meaning  
25 the mechanical joint compact fitting. It was not that

Page 109

1 tooling. It was tooling that was from an older design.

2 Q. Are you saying the C110?

3 A. It was a C110. The bodies of the tooling were  
4 C110, so they could have made C110 items but not C153  
5 items, if they wanted to. But their primary concern  
6 was they were not clear on ARRA and the whole waiver  
7 system as to whether there -- that -- there was going to  
8 be a requirement for domestic restraint joint fittings,  
9 which they had and ACIPCO had and ACIPCO -- ACIPCO had  
10 there as well.

11 Q. Do you know if U.S. Pipe went ahead and got a  
12 waiver to allow the use of imported proprietary joint  
13 restraint fittings on ARRA-funded jobs?

14 A. I don't know that for a fact. I don't know that  
15 for a fact.

16 Q. So it sounds like U.S. Pipe had tooling in the  
17 United States that it could have used to enter domestic  
18 production on its own account. Is that correct?

19 A. U.S. Pipe had some tooling. I don't know the  
20 extent of -- I don't know the extent, and I would be  
21 wrong if I characterized them as having 30 percent of  
22 what would be required or 50 or 80 or 100. I don't know  
23 that for a fact at all. They at one time had tooling  
24 when they closed their foundry in 2004 or '5. What  
25 happened in the last five years with all their tooling I

# **Lawrence Rybacki Deposition Excerpt**

Page 1

1 Volume: I  
 2 Pages: 1-310  
 3 UNITED STATES OF AMERICA  
 4 FEDERAL TRADE COMMISSION  
 5 OFFICE OF ADMINISTRATIVE LAW JUDGES  
 6 -----X  
 7 In the Matter of )  
 8 )  
 9 McWANE, INC., )  
 10 a corporation, and )  
 11 ) Docket No. 9351  
 12 STAR PIPE PRODUCTS, LTD., )  
 13 a limited partnership, )  
 14 Respondents. )  
 15 -----X  
 16  
 17 \*CONFIDENTIAL - FTC Docket No. 9351\*  
 18  
 19 DEPOSITION OF LAWRENCE ANTHONY RYBACKI  
 20 Monday, May 14, 2012, 9:19 a.m. to 4:17 p.m.  
 21 DoubleTree by Hilton Hotel Boston  
 22 821 Washington Street, Boston, Massachusetts  
 23 Reporter: Justina M. Pettinelli, RDR/CRR

Page 3

1 A P P E A R A N C E S (cont.):  
 2  
 3  
 4 BAKER BOTTS L.L.P.  
 5 By Joseph A. Ostoyich, Esq.  
 6 The Warner  
 7 1299 Pennsylvania Avenue, N.W.  
 8 Washington, D.C. 20004-2400  
 9 (202) 639-7700  
 10 joseph.ostoyich@bakerbotts.com  
 11 On behalf of McWane Inc.  
 12  
 13  
 14 BALLARD SPAHR LLP  
 15 By Matthew A. White, Esq.  
 16 1735 Market Street  
 17 51st Floor  
 18 Philadelphia, Pennsylvania 19103-7599  
 19 (215) 665-8500 whitema@ballardspahr.com  
 20 On behalf of the Witness  
 21  
 22  
 23

Page 2

1 A P P E A R A N C E S:  
 2  
 3  
 4 U.S. FEDERAL TRADE COMMISSION  
 5 BUREAU OF COMPETITION  
 6 By Edward D. Hassi, Esq.  
 7 600 Pennsylvania Avenue, N.W.  
 8 Washington, D.C. 20580  
 9 (202) 326-2470 ehassi@ftc.gov  
 10 On behalf of the Complainant  
 11  
 12  
 13 U.S. FEDERAL TRADE COMMISSION  
 14 BUREAU OF COMPETITION  
 15 By J. Alexander Ansaldo, Esq.  
 16 601 New Jersey Avenue, N.W.  
 17 Washington, D.C. 20001  
 18 (202) 326-3695 jansaldo@ftc.gov  
 19 On behalf of the Complainant  
 20  
 21  
 22  
 23

Page 4

1 I N D E X  
 2  
 3 EXAMINATION OF: PAGE  
 4 LAWRENCE ANTHONY RYBACKI  
 5 By Mr. Ostoyich 8, 295  
 6 By Mr. Hassi 157, 308  
 7  
 8 RYBACKI EXHIBITS  
 9 NO. PAGE  
 10 Exhibit 1 - Letter Dated October 23, 2007,  
 11 Bates No. SIGTP00032139..... 60  
 12 Exhibit 2 - E-Mails from December 2007,  
 13 Bates Nos. SIGTP00002424 - 2425..... 68  
 14 Exhibit 3 - E-Mails from January 2008,  
 15 Bates No. SIGTP00021509..... 73  
 16 Exhibit 4 - E-Mails from January 2008,  
 17 Bates No. SIGTP00039864..... 77  
 18 Exhibit 5 - Letter Dated January 29, 2008,  
 19 Bates No. SIG - 0053394..... 81  
 20 Exhibit 6 - E-Mails from April 2008,  
 21 Bates Nos. SIGTP00066806 - 66807..... 87  
 22 Exhibit 7 - Letter Dated April 16, 2008,  
 23 Bates No. SIG - 0055430..... 94

Page 13

1 -- we used a system called Lost Foam; and as a  
 2 result, our fittings, we felt, were the -- were  
 3 better than our competition's.  
 4 Q. And did the fittings at NAPPCO, did they  
 5 meet AWWA standards?  
 6 A. Yes, they did.  
 7 Q. And I take it you were successful in  
 8 convincing municipal engineers and others to open  
 9 their specifications to try your fittings?  
 10 A. Yes, we were.  
 11 MR. HASSI: Object to the form.  
 12 BY MR. OSTOYICH:  
 13 Q. How did you go about doing that? What was  
 14 the process? Was it a five-year process at a given  
 15 city, or was it a go in, demonstrate the product and  
 16 show them the pricing and see if they buy it?  
 17 A. No. You never show pricing to a city. It  
 18 would be -- it was a process; but once you showed  
 19 the -- convinced the engineer or city or town that  
 20 your product met or exceeded all specifications,  
 21 that it was advantageous for them to use it, it was  
 22 pretty -- it was a pretty easy sell to cities and  
 23 towns and engineers.

Page 14

1 Q. Do you have an understanding, sir, over time  
 2 whether, when you started at NAPPCO, whether ductile  
 3 iron waterworks fittings were primarily produced in  
 4 the United States by domestic companies?  
 5 MR. HASSI: Object to the form.  
 6 THE WITNESS: Excuse me?  
 7 MR. HASSI: I'm objecting to the form.  
 8 So from time to time, I may object to Mr. Ostoyich's  
 9 questions. I'm preserving the record for later.  
 10 I'm sure your counsel will tell you you can still  
 11 answer the question if you understand it.  
 12 THE WITNESS: Okay, I didn't -- okay.  
 13 A. Ductile iron fittings were produced under a  
 14 different specification, under C-110. Ours were  
 15 produced under C-153, which is a thinner wall  
 16 ductile and also, not only a thinner wall, but also  
 17 shorter, compact. I in fact was the guy who named  
 18 it compact.  
 19 Q. So my question, do you have an  
 20 understanding, sir, whether back then, say in, you  
 21 know, the early '90s, whether, late '80s, whether  
 22 most of the ductile iron waterworks fittings in the  
 23 United States were actually made in the United

Page 15

1 States?  
 2 A. Most were made in the United States.  
 3 Q. And over time during your tenure at NAPPCO,  
 4 it sounds like you were able to grow your sales from  
 5 zero to 30 million, do you have an understanding of  
 6 whether over time imports started getting more and  
 7 more of the share of the ductile iron waterworks  
 8 fittings purchased in the U.S.?  
 9 A. Yes. Imports started to creep up.  
 10 Q. And did that same trend continue after you  
 11 joined Sigma and throughout your time at Sigma?  
 12 A. Yes.  
 13 Q. And currently are imported fittings, in your  
 14 estimation, the vast majority of the fittings sold  
 15 in the U.S.?  
 16 MR. WHITE: Objection. Don't speculate.  
 17 If you know, you know.  
 18 A. I don't know exactly.  
 19 Q. Okay. Give me an estimate. I know you  
 20 don't know exactly, but what's your estimate for  
 21 what portion of the domestic -- of the fittings sold  
 22 in the U.S. are actually made in the U.S.?  
 23 A. 25, 30 percent.

Page 16

1 Q. I saw your testimony before the ITC. You  
 2 testified before the International Trade Commission;  
 3 right, sir?  
 4 A. Correct.  
 5 Q. And you estimated then that you thought  
 6 domestic fittings were in the 10 to 20 percent  
 7 range. Does that sound right?  
 8 A. Correct.  
 9 Q. Okay, and is that generally the range, or do  
 10 you think there's been a slight increase in domestic  
 11 since then?  
 12 A. That's the norm, 10 to 20 percent; but  
 13 because of AARA [sic] and still some residual  
 14 effect, it's probably gone up a little right now.  
 15 Q. Okay, and does that mean, then, that  
 16 currently that imported fittings are somewhere in  
 17 the range of 80 percent of all the fittings --  
 18 A. Correct.  
 19 Q. -- sold in the U.S.?  
 20 A. Correct.  
 21 Q. And for Sigma, tell me where your imported  
 22 fittings come from, what countries.  
 23 A. Made in China, India, and Mexico.

Page 25

1 have a different list price for OEM customers?  
 2 MR. HASSI: Object to form.  
 3 A. Well, most OEM customers don't buy off of  
 4 the list. They buy on the net.  
 5 Q. Okay. Did he have a different --  
 6 A. But he did sell -- in the waterworks  
 7 fittings he sold, he did have a listing discount.  
 8 Q. Okay, and were those the same as your  
 9 listing discount or were they different?  
 10 A. Relatively the same; sometimes different,  
 11 but relatively the same.  
 12 Q. Okay. Did -- who had ultimate  
 13 responsibility on the distribution side of your  
 14 business at Sigma for determining what your list was  
 15 going to be and what your multiplier was going to  
 16 be?  
 17 A. I did.  
 18 Q. Okay, and just so we're clear on the record,  
 19 so Mr. Rona, did he -- he did not have  
 20 responsibility for those determinations on the  
 21 distributor side?  
 22 A. He did not.  
 23 Q. Okay. Did he have any input into that

Page 26

1 process at all?  
 2 A. Yes, he did.  
 3 Q. And what about for job pricing?  
 4 A. He was involved as well.  
 5 Q. Okay. Yeah, I guess my question is: Who  
 6 had ultimate responsibility at Sigma for determining  
 7 whether or not to grant a job price?  
 8 A. I did.  
 9 Q. Okay, and these other price concessions, the  
 10 volume rebates, whose responsibility was that?  
 11 A. Mine.  
 12 Q. Extended credit terms?  
 13 A. Mine.  
 14 Q. Quick pay discount?  
 15 A. Mine.  
 16 Q. Freight absorption?  
 17 A. Mine.  
 18 Q. Okay. Roughly how many distributor  
 19 customers did Sigma have while you were the  
 20 vice-president of sales and marketing?  
 21 A. I don't know exactly. I don't know exactly.  
 22 Q. Okay. More than one hundred?  
 23 A. Yes.

Page 27

1 Q. Any estimate how many waterworks  
 2 distributors there are out there?  
 3 MR. HASSI: Object to the form.  
 4 BY MR. OSTOYICH:  
 5 Q. Are we talking about 500, are we talking  
 6 about 100 that you sold to all of them?  
 7 A. More than 500.  
 8 Q. And you think Sigma sold to roughly 100 or  
 9 more than 100 of them?  
 10 A. Probably around 500 of them.  
 11 Q. How many different branches do you think are  
 12 out there, if you counted all the branches from HD  
 13 Supply and Ferguson and everybody else?  
 14 MR. HASSI: Object to the form.  
 15 A. Between HD and Ferguson, you've got a couple  
 16 hundred, 250; and then there's probably -- there's  
 17 probably 7 or 8 hundred branches counting  
 18 independents and everybody in the waterworks  
 19 industry. There's probably 700-plus; right around  
 20 700, I would imagine.  
 21 Q. And typically on the -- of your sales, do  
 22 you have a rough breakdown of how much were to OEMs  
 23 versus -- fittings I'm talking about -- how much

Page 28

1 were to OEMs versus how much were to distributors?  
 2 A. On just fittings?  
 3 Q. Yes.  
 4 A. 85 percent were to distributors, 85 to 90.  
 5 Q. Okay. So 10 to 15 percent to OEMs?  
 6 A. Right.  
 7 Q. Ballpark, give me an idea of what your  
 8 revenues were for fittings total.  
 9 A. When?  
 10 MR. WHITE: Which year?  
 11 BY MR. OSTOYICH:  
 12 Q. Well, pick 2009, 2010, somewhere in that  
 13 time frame.  
 14 A. Well, what our revenue on fittings was?  
 15 Q. Yes.  
 16 A. 70 million.  
 17 Q. That's total counting the OEM side --  
 18 A. Correct.  
 19 Q. -- and the distribution side?  
 20 A. Yes.  
 21 Q. I take it that's a big decline since the  
 22 height of the housing market?  
 23 A. Correct.

Page 133

1 Q. And those reasons were what?

2 A. Capital expenditures would have been, you

3 know, 12, 15, 18 million bucks.

4 Q. And how did that compare to what you

5 perceived to be the possible benefits to Sigma of

6 the ARRA legislation?

7 MR. HASSI: Object to the form.

8 A. I thought ARRA would have been short-lived.

9 So, you know, I was still concerned if the market

10 went back to that 10 to 20 range instead of

11 increased to 30, 40, 50 range, that we'd be spending

12 a lot of money for a limited market.

13 Q. Did the company evaluate sourcing from

14 third-party foundries in the U.S.?

15 A. Yes, we did. That was a very real ongoing

16 investigation.

17 Q. Okay, and who was involved in that effort?

18 A. Stuart, Gopi, Tom, you know, but mostly

19 Stuart and Gopi I think kind of spearheaded it.

20 Q. Same team?

21 A. Same team, same team.

22 Q. Is that what's called the Sigma domestic

23 production team --

Page 134

1 A. Yeah.

2 Q. -- on some of the documents?

3 A. Yeah.

4 Q. Let's look at your declaration, paragraph 4.

5 You say "In 2008, SIGMA's core ductile iron pipe

6 fittings business was substantially weakened by the

7 economic crisis." Did you see where I am, sir?

8 A. Mm-hmm.

9 Q. What did you mean by that?

10 A. That's when housing had just stopped and the

11 economy had taken -- in August of 2008, the market,

12 somebody just shut the faucet off.

13 Q. When you say somebody shut the faucet off,

14 just tell us what you mean by that.

15 A. The funding -- a lot of projects were

16 canceled for no funding. Housing had literally

17 dried up, and the business had retracted immensely

18 in the latter half of 2008 into 2009.

19 Q. The last sentence of that paragraph 4, you

20 say "Beginning in '08, the economic crisis

21 devastated the housing market, and as a result

22 SIGMA's core business." What do you mean by

23 devastated?

Page 135

1 A. Well, when you go from -- it ended up being

2 off 60-plus percent. The housing market was off 60

3 plus percent, and we were getting -- 60 percent of

4 our business you could almost tie to housing, and

5 you really could tie it to housing; and when housing

6 dried up, you know, you have to reinvent yourself

7 and re-work where you're going to sell your

8 products.

9 Q. And was that decline in demand for housing,

10 was that exacerbated by the decline in your fittings

11 prices that we saw in the prior documents --

12 A. Yes.

13 Q. -- in the second half of '08?

14 A. Yes.

15 Q. And tell me what effect that was having on

16 your business at that time in the second half of

17 '08.

18 A. With the lower demand, same amount of

19 competitors, every job became a free-for-all, and it

20 forced pricing down.

21 Q. And is that what we were talking about a

22 little bit earlier today with sharp price erosions

23 in the Southeast, the Midwest, the West Coast?

Page 136

1 A. Yes.

2 MR. HASSI: Object to the form.

3 BY MR. OSTOYICH:

4 Q. Now, the next paragraph, you say "SIGMA

5 believed the ARRA would lead to a short-term spike

6 in demand." Is that this two-year period you

7 mentioned earlier?

8 A. Yes, yes.

9 Q. So you're saying you "researched the

10 possibility of selling its own domestic fittings to

11 its customers," and what did you mean by "researched

12 the possibility"? What was that effort?

13 A. We weren't going to be -- we did not want to

14 be shut out of the A -- you know, of the American

15 Recovery and Reinvestment Act. We did not want to

16 be shut out of this short boom.

17 And also we thought it would have

18 long-term effects if we were not a player. So we

19 decided that we had to find every possible -- we had

20 to find -- we decided we were going to be a player

21 one way or the other in ARRA, somehow we were going

22 to be a player, whether it be through third party

23 supplying the patterns or some kind of agreement,

Page 157

1 MR. HASSI: Off the record.  
 2 (Discussion off the record.)  
 3 (Lunch recess taken from 12:15 until 1:08 p.m.)  
 4 EXAMINATION BY COUNSEL FOR COMPLAINANT  
 5 BY MR. HASSI:  
 6 Q. Mr. Rybacki, I introduced myself this  
 7 morning. My name is Ted Hassi. I'm with the  
 8 Federal Trade Commission. Why don't we start where  
 9 we left off, in 2009; and you've got in front of you  
 10 Exhibit 14, and Mr. Ostoyich asked you a bunch of  
 11 questions about your EBITDA in 2006 to 2009.  
 12 A. Mm-hmm.  
 13 Q. Could you turn back to that page? It was  
 14 4714.  
 15 A. Right here.  
 16 Q. Okay. I just wanted to clarify, is it fair  
 17 in looking at this that through the end of the third  
 18 quarter of 2008, your sales were actually tracking  
 19 ahead of your sales for the same period of time in  
 20 2007?  
 21 A. Correct.  
 22 Q. And your EBITDA was within a couple hundred  
 23 thousand dollars of the EBITDA third quarter 2008,

Page 158

1 third quarter 2007; is that right?  
 2 A. Correct.  
 3 Q. So is it fair to say that it was the fourth  
 4 quarter of 2008 when pricing began its declines?  
 5 A. No. Pricing actually -- we had a big July.  
 6 I remember we had a big July and good first half of  
 7 August, and that's when it started to go down. It  
 8 started to go down mid to late August 2008.  
 9 Q. Okay. You can put that away.  
 10 You were asked a series -- forgive me.  
 11 I'm going to jump around a little.  
 12 A. Go ahead.  
 13 Q. If you need context for any of my questions,  
 14 just ask. Okay?  
 15 A. Mm-hmm.  
 16 Q. You were asked a series of questions about  
 17 Sigma's consideration of virtual manufacturing of  
 18 domestic fittings. Do you recall those questions?  
 19 A. Mm-hmm.  
 20 Q. You have to say "yes" or "no" for the  
 21 record.  
 22 A. Yes.  
 23 Q. And ultimately Sigma made the decision not

Page 159

1 to be a virtual manufacturer of domestic fittings at  
 2 a board meeting in October of 2009; is that correct?  
 3 A. The decision was more or less made between  
 4 the summer of 2009 and October of 2009.  
 5 Q. Okay. So it was discussed at a board  
 6 meeting, you thought, in July of 2009?  
 7 A. And -- yes. It was discussed with all our  
 8 people, correct.  
 9 Q. And then discussed again in October of 2009?  
 10 A. And December.  
 11 Q. And again in December. And so by the end of  
 12 2009, Sigma had made a decision not to be a virtual  
 13 manufacturer of domestic?  
 14 A. Correct.  
 15 MR. OSTOYICH: The way that's phrased,  
 16 I'm objecting to form, but go ahead.  
 17 BY MR. HASSI:  
 18 Q. And you would have been -- strike that. I  
 19 used the term "virtual manufacturer." That was a  
 20 term you used --  
 21 A. Right.  
 22 Q. -- to describe what you do overseas; right?  
 23 A. Correct.

Page 160

1 Q. And it would have been doing -- one of the  
 2 avenues you explored would have been doing a similar  
 3 thing here in the U.S. In other words, you would  
 4 have provided the engineering, foundries would have  
 5 provided the machinery, et cetera, and made things  
 6 according to your instructions, is that fair?  
 7 A. Correct.  
 8 Q. And did I hear you say this morning that you  
 9 believe there is still in the domestic market a  
 10 carry-on effect today from the AARA [sic]?  
 11 A. It's decreasing, but there's still a little  
 12 carry-on, just a little bit.  
 13 Q. Okay, and that was one of the things -- at  
 14 the time you were investigating this in 2009, that  
 15 was one of the things that Sigma was concerned  
 16 about, right, that this might have an effect that  
 17 would go beyond the AA -- ARRA, but would create a  
 18 surge in interest in domestic fittings, is that  
 19 fair?  
 20 A. Fair.  
 21 Q. Now, by having access to McWane domestic  
 22 fittings under the MDA agreement, is it fair to say  
 23 that Sigma -- strike that. The fact that Sigma had

Page 173

1 irrelevant. I wouldn't sell Greg Dill, period. So  
 2 that was -- as long as he was head of Hajoca in  
 3 Tulsa, we were not going to participate in their  
 4 business.  
 5 Q. Do you recall whether there were any other  
 6 similar instructions from McWane, in other words,  
 7 that under the MDA, there were customers to whom you  
 8 would not be allowed to sell domestic because they  
 9 were not supporting McWane's domestic program?  
 10 MR. WHITE: Objection.  
 11 MR. OSTOYICH: The way it's phrased,  
 12 I'll object to it, but go ahead.  
 13 A. We didn't do it. Anybody who wanted  
 14 domestic fittings, we kind of sold them. We sold  
 15 them to our customer base, which was sometimes  
 16 different than their customer base. I said yes a  
 17 lot of times -- I mean almost all the time.  
 18 Q. Have you sold any domestic fittings to  
 19 customers where you understood that you were selling  
 20 only part of their needs for a particular project?  
 21 A. Did we sell any --  
 22 Q. Yes, sir.  
 23 A. -- that was only part of their needs? I

Page 174

1 don't recall. I'm not involved in every order. I  
 2 don't recall.  
 3 Q. Sir, in terms of your -- I want to go back  
 4 for a second -- I said I might jump around -- go  
 5 back for a second to Sigma's exploration of virtual  
 6 manufacturing of domestic fittings. Is it fair to  
 7 say that you wanted McWane to understand that Sigma  
 8 was going to be in the domestic market?  
 9 MR. OSTOYICH: I'll object to the form,  
 10 but go ahead if you can.  
 11 A. I never talked to them, so I mean, I can't  
 12 really answer that. I mean, I never suggested that,  
 13 that we were going to be in it, to McWane.  
 14 Q. Did you suggest that at one point to  
 15 Mr. Ruffner Page?  
 16 A. That we were going to get into domestic  
 17 myself?  
 18 Q. Yes, sir.  
 19 A. Never, never.  
 20 Q. Do you know who Ruffner Page is?  
 21 A. Yes, I do.  
 22 Q. And can you tell us who he is?  
 23 A. He's the president of McWane.

Page 175

1 Q. Did you -- you mentioned earlier that the  
 2 first offer from McWane was a 5 percent discount off  
 3 their published multiplier; is that right?  
 4 A. Correct.  
 5 Q. And you took that as a no, isn't that right?  
 6 A. I took that as an absolute no.  
 7 Q. Okay. In fact, and I don't want to put  
 8 words in your mouth, but you were insulted by that  
 9 offer?  
 10 A. I was insulted by that offer.  
 11 Q. Okay, and did you let Mr. Page know that?  
 12 A. No. I mean, I let my -- I didn't deal with  
 13 Mr. Page. I met with him actually two times in my  
 14 whole career.  
 15 Q. When were the two times that you recall  
 16 meeting with Mr. Page?  
 17 A. Oh, one time with Victor where Ruffner  
 18 wanted to meet me, and it was about selling a  
 19 product called Sure Stop, which was a gasket with  
 20 teeth in it for restraint; and one was at a luncheon  
 21 with my partners to discuss, with their  
 22 international people, to discuss marketing joint  
 23 pipe over in India, China, kind of for the Middle

Page 176

1 East, creating a pipe plant or doing something in  
 2 the Middle East together. Those are the only two  
 3 times that I sat down with Mr. Page.  
 4 Q. Do you know when you met with Mr. Page over  
 5 marketing Sure Stop?  
 6 A. Oh, God, right around that time. It must  
 7 have been '09, '08, '09. It was right around then.  
 8 Q. And the discussing the marketing -- the  
 9 joint marketing of pipe, when was that meeting?  
 10 A. That was at an AWWA. I don't know if it was  
 11 in Atlanta, or it might have been the AWWA in  
 12 Atlanta. The -- basically the discussion wasn't  
 13 even between us. It was basically his international  
 14 people and our people talking about the market in  
 15 Middle East, which I know nothing about.  
 16 Q. Is it fair to say that your partner Mr. Pais  
 17 meets with Ruffner Page a number of times during  
 18 this period in time?  
 19 MR. WHITE: Objection.  
 20 MR. OSTOYICH: I'll object to form.  
 21 A. I would say rarely meeting face-to-face,  
 22 very rarely.  
 23 Q. Is it fair to say they communicate on a

Page 209

1 MR. HASSI: No.

2 MR. WHITE: Excuse me?

3 MR. HASSI: You're not taking a break

4 right now in the middle of these questions.

5 MR. WHITE: Yes, I am. You're not in

6 the middle of a question.

7 MR. HASSI: I'm about to mark a

8 document. Why don't you wait and take a break after

9 we go through the document?

10 MR. WHITE: Come on.

11 MR. HASSI: Let the record reflect that

12 I object to this break being taken. Is this an

13 issue of privilege?

14 MR. WHITE: Yes.

15 MR. HASSI: And what privilege?

16 (Mr. White and Mr. Rybacki leave room.)

17 (Discussion off the record.)

18 (Mr. Hassi is out of room.)

19 MR. WHITE: Let the record reflect we're

20 back and we're ready to go. Note the time, please.

21 (2:08) Mr. Ansaldo's here, and he can ask the

22 questions if he wants to.

23 MR. ANSALDO: We have a strict no

Page 210

1 ganging up in the question-asking policy.

2 (Mr. Hassi returns to deposition.)

3 BY MR. HASSI:

4 Q. Sir, Mr. Rybacki, did you have a question

5 related to an issue of privilege that you needed to

6 speak to your lawyer about? You can answer just yes

7 or no.

8 A. No. Did I? No.

9 Q. Okay. Let me show you what we've marked as

10 Exhibit 1413. Actually, let me hold off.

11 Here, here's 1413.

12 MR. OSTOYICH: The third page just has a

13 line at the top? I'm just trying to make sure I got

14 the exhibit. Is the third page of this just one

15 line at the top?

16 MR. HASSI: Yes.

17 MR. OSTOYICH: Okay. This is an

18 attachment, I guess?

19 MR. HASSI: Yes.

20 THE WITNESS: Oh, it's on the back page,

21 okay. Okay.

22 BY MR. HASSI:

23 Q. Okay. The attachment on the fourth page,

Page 211

1 that's a letter that --

2 A. This one right here (indicating)?

3 Q. Yes, sir. Do you recall the letter in

4 substantially this form went out under your

5 signature --

6 A. Yes.

7 Q. -- to Sigma's customers?

8 A. Yes.

9 Q. And did you understand in the -- it's

10 attached to an e-mail that you and others received

11 from Mr. Pais in the ordinary course of your

12 business?

13 A. Yes.

14 Q. And do you see where Mr. Pais says "Since

15 our price increase letter at this point is largely a

16 'heads up' to the customers and [to] the market

17 about our intention to follow suit when Star or

18 others take a definitive action on price increases,

19 I thought the attached revised letter would be more

20 effective." Do you see that?

21 A. Yes.

22 Q. Was that also the way you understood this

23 letter which you sent out under your signature in

Page 212

1 final form?

2 MR. WHITE: Objection. There's no

3 signature on mine.

4 MR. OSTOYICH: Yes, let me object to the

5 form. Go ahead.

6 A. This letter was a vanilla price increase

7 letter for the products that we needed price

8 increase on.

9 Q. Did you understand that in this letter Sigma

10 was giving a heads-up to the market about its

11 intention to follow suit when Star or others took an

12 action on price increases?

13 MR. WHITE: Objection.

14 A. It was -- I understood -- Vic -- it's hard

15 to understand our company. Victor's letters, you

16 know, you take them, you know, and you understand

17 what he's trying to get, he always means well, and

18 then you -- and then I wrote this.

19 I think this was basically sending a

20 message to the customer base that we're going up,

21 that we needed these prices increased. Now, it is a

22 message to everybody in the waterworks industry,

23 foes, customers, everybody, that we are going up and

Page 213

1 we want a price increase and we need one.  
 2 Q. And you did not with this letter announce  
 3 what the actual price increase would be, correct?  
 4 And I'm talking specifically related to fittings.  
 5 A. No, not specifically. You're right.  
 6 Q. So is it fair to say that what you did in  
 7 the spring or summer of 2010 following this letter  
 8 is to follow a price increase that McWane first  
 9 announced?  
 10 MR. WHITE: Objection.  
 11 MR. OSTOYICH: I'm sorry. Objection to  
 12 form. Go ahead.  
 13 A. I don't know if they did it first or Star  
 14 did it. I can't remember who did it.  
 15 Q. Okay, but Sigma didn't do it first, did it?  
 16 A. I don't think we did, no.  
 17 Q. You sometime after this followed either Star  
 18 or McWane's price increase?  
 19 MR. OSTOYICH: Objection to form. Go  
 20 ahead.  
 21 A. That's wrong, because on the restrained  
 22 joints, Tyler/McWane is a non-factor. So it might  
 23 have even been us. I don't know. I can't remember,

Page 214

1 because the list price on restrained joints, they do  
 2 not have -- they're not a factor in the restrained  
 3 joint market.  
 4 Q. Okay. I was really asking about the  
 5 fittings. Do you recall in the summer -- spring,  
 6 summer of 2010 after sending out this letter that  
 7 you followed a price increase that was led either by  
 8 McWane or Star, but not Sigma?  
 9 MR. OSTOYICH: Well, objection, asked  
 10 and answered, but go ahead.  
 11 A. I think we did go up, follow somebody.  
 12 Q. Do you see further down -- I'm going back to  
 13 the e-mail on the first page -- Mr. Pais writes "As  
 14 you can see, it captures the 2 specific actions  
 15 signaled by Star while adding a few 'wishful  
 16 thoughts' of our own thrown in, hopefully to create  
 17 some momentum and traction." Do you know what the  
 18 two specific actions signaled by Star were that he  
 19 was referring to in this e-mail?  
 20 A. I don't.  
 21 Q. Do you know whether that related to fittings  
 22 or a different product?  
 23 MR. WHITE: Objection.

Page 215

1 A. I don't remember. I don't.  
 2 Q. Do you know what Mr. Pais means by hopefully  
 3 to create some momentum and traction?  
 4 MR. WHITE: Objection.  
 5 MR. OSTOYICH: Objection. Go ahead.  
 6 A. I know we needed a price increase because it  
 7 was -- you know, our profits were so low.  
 8 Q. And so you wanted to create some momentum  
 9 and traction for a price increase, is that fair?  
 10 A. We wanted a price increase desperately, no  
 11 question.  
 12 Q. And you wanted the market and your customers  
 13 to know that, is that fair?  
 14 A. Sure.  
 15 MR. OSTOYICH: Objection to the form,  
 16 but go ahead.  
 17 MR. WHITE: I join that objection. It's  
 18 vague, use of the word "market" is vague.  
 19 BY MR. HASSI:  
 20 Q. Sir, do you understand what Mr. Pais means  
 21 by the word "market" in the first sentence here  
 22 where he says "to the customers and the market"?  
 23 MR. WHITE: Objection.

Page 216

1 MR. OSTOYICH: I'll join that objection.  
 2 Go ahead.  
 3 A. Where are you now?  
 4 Q. I'm sorry. I'm looking at the very first  
 5 sentence.  
 6 A. "Since our price increase"?  
 7 Q. He says "Since our price increase letter at  
 8 this point is largely a 'heads up' to the customers  
 9 and the market," do you see that?  
 10 A. It's to everybody, everybody that's in the  
 11 market.  
 12 Q. Okay, and that would include your  
 13 competitors; right?  
 14 A. Correct.  
 15 Q. Sir, let's -- if you could go back to, I  
 16 think it was Exhibit 1, but I'll find it here in a  
 17 second. Exhibit 1 is your letter of October 23rd,  
 18 2007?  
 19 A. Okay.  
 20 Q. Is it fair to say in this letter, sir, you  
 21 are signaling to the market Sigma's interest in  
 22 taking a price increase in January 2008?  
 23 MR. WHITE: Objection.

Page 217

1 MR. OSTOYICH: Objection.

2 MR. WHITE: Argumentative and it's

3 vague. It mischaracterizes prior testimony about

4 this letter.

5 THE WITNESS: Could you repeat it?

6 (The reporter read back the portion requested.)

7 A. I am letting our customer base know that we

8 need a letter; and if our competitors are going to

9 see the letter, then everybody sees it; but we are

10 definitely telling our customers that we need a

11 price increase.

12 Q. And everybody in the market would understand

13 that Sigma needs and would like a price increase;

14 correct?

15 MR. WHITE: Objection.

16 MR. OSTOYICH: Yes, by definition it's

17 calling for speculation, so I'll object.

18 A. Yes.

19 Q. The price increase that's referenced in this

20 letter, the list price increase to come on January

21 2nd, 2008, did I understand you correctly this

22 morning that that was never published?

23 A. That one on January 2nd was not published.

Page 218

1 Q. Would it have been published on your Website

2 notwithstanding not sending it out in printed form?

3 A. No, it would not go on our Website unless we

4 were going to go through with it.

5 Q. Okay. Do you know whether anyone in the

6 market, customers or competitors, got a copy of what

7 you intended to do in terms of that list price

8 increase in January --

9 A. They did not. I don't think they did. I

10 shouldn't say. I do not definitively know they

11 didn't. I am reasonably sure they didn't, but I'm

12 not positive.

13 Q. And that's because you neither published it

14 on the Website --

15 A. Right.

16 Q. -- nor in printed form?

17 A. Right.

18 Q. Had you done nevertheless in late 2007 an

19 analysis of how much you wanted to go up and on what

20 fittings?

21 A. Oh, yes.

22 Q. But that analysis was maintained internal to

23 Sigma? It was not shared with the market?

Page 219

1 A. Correct.

2 MR. OSTOYICH: Let's again distinguish

3 between firsthand knowledge. Are you asking him or

4 are you asking him did everyone at Sigma internally,

5 because you're drawing a real broad question with

6 that.

7 BY MR. HASSI:

8 Q. To your knowledge, sir, no one from Sigma

9 shared the analysis related to the expected or

10 intended price increase in early 2008 with anyone

11 outside of Sigma, is that fair?

12 MR. OSTOYICH: Well, it's objectionable,

13 but go ahead.

14 A. To my knowledge, nobody shared this with

15 anybody.

16 Q. Thank you. And ultimately Sigma did not

17 take that list price increase?

18 A. Correct.

19 Q. And in a letter -- and that was Exhibit 5 --

20 dated January 29th, 2008, you retracted the list

21 price increase and instead indicated you would

22 follow -- I'm sorry. I'll give you a second to find

23 Exhibit 5. It's another Sigma letter.

Page 220

1 A. I've got it.

2 Q. So ultimately in January of 2008, as

3 reflected in Exhibit 5, you retracted the list price

4 increase and went out with some multiplier

5 increases?

6 A. Correct.

7 Q. And where you increased multipliers, you

8 were following McWane, is that fair?

9 A. Yes.

10 Q. And in the locations where McWane had issued

11 published multipliers below Sigma's multipliers, you

12 did not follow them?

13 A. Did not.

14 Q. And what does that do to Sigma's

15 competitiveness in those areas if --

16 A. It hurt it. We were hurt.

17 Q. You lose market share in those areas?

18 A. We lose business.

19 Q. And so you weren't happy about that?

20 A. No.

21 Q. You talked this morning at some length about

22 project pricing. Do you recall that in 2008 Sigma

23 made an effort to pull back on project pricing, to

Page 221

1 decrease the incidence of project pricing, in other  
 2 words?  
 3 MR. WHITE: Objection, vague.  
 4 A. You can -- every day we would like to pull  
 5 back on project pricing.  
 6 Q. And why is that?  
 7 A. Because it's less margin, less profit. It  
 8 doesn't give us the ability to take care of the  
 9 customer in the way we need to if we don't make  
 10 enough money at this.  
 11 Q. If you could, is it fair to say that you  
 12 would prefer to sell off your published list price  
 13 and multiplier?  
 14 A. Yes, I would.  
 15 Q. And if you could find a way to have the  
 16 entire industry rein in project pricing, that would  
 17 be your preference, wouldn't it, sir?  
 18 MR. WHITE: Objection.  
 19 MR. OSTOYICH: Objection.  
 20 A. I would say yes.  
 21 Q. Do you recall that in January of 2008,  
 22 Mr. Pais urged you to initiate a new and committed  
 23 and serious effort to normalize all pricing for

Page 222

1 fittings?  
 2 MR. WHITE: Objection.  
 3 MR. OSTOYICH: I'm sorry, objection to  
 4 the form, the way it's phrased, but go ahead.  
 5 A. I think I said that Mr. Pais would like to  
 6 see that happen every day of the week, every year,  
 7 every day. I've been with him for 21 years -- 22  
 8 years.  
 9 Q. And I'm using the phrase "normalizing." It  
 10 was a phrase he used, is that fair?  
 11 MR. WHITE: Objection.  
 12 A. Victor has his own phrases, his own  
 13 acronyms. Victor's his own guy, but I've given up  
 14 figuring out Victor 100 percent.  
 15 Q. Okay. When I use the phrase "normalizing  
 16 pricing," do you understand that to mean to pull  
 17 back on project pricing and follow published list  
 18 prices and multipliers?  
 19 MR. OSTOYICH: Objection to form. Go  
 20 ahead.  
 21 MR. WHITE: Objection to form. If you  
 22 have a document you want to show him, show him the  
 23 document.

Page 223

1 BY MR. HASSI:  
 2 Q. Do you understand it that way, sir?  
 3 MR. WHITE: He's asking you if you  
 4 understand that word as a word that Victor used time  
 5 and again.  
 6 MR. OSTOYICH: Well, objection to form.  
 7 A. I don't know what -- I'm not in Victor's  
 8 head, so I don't know what he means by normalizing.  
 9 I may have a different definition than he does.  
 10 Q. Did you believe that with project pricing,  
 11 you were creating confusion with your customers?  
 12 MR. WHITE: Objection.  
 13 A. At times it does.  
 14 Q. Does it likewise create confusion with your  
 15 competitors?  
 16 MR. OSTOYICH: Calling for speculation,  
 17 so I'll object, but go ahead.  
 18 A. Yes.  
 19 Q. And does it lead to lower overall pricing  
 20 levels?  
 21 MR. WHITE: Objection.  
 22 A. It depends. Like I said, some project  
 23 pricing is higher, so it depends. It's just

Page 224

1 different than lists and multiplier.  
 2 Q. When -- on those occasions where Mr. Pais  
 3 would encourage you to normalize pricing, what steps  
 4 would you take, if any?  
 5 MR. WHITE: Objection, lacks foundation  
 6 and vague.  
 7 MR. OSTOYICH: I'm going to object to  
 8 the form.  
 9 A. The normalizing, that word is hard to -- you  
 10 know, Victor's normal and my normal and Siddharth's  
 11 normal are all different normals.  
 12 Q. Did you in 2008 make an effort to reduce the  
 13 incidences of project pricing?  
 14 A. Yes.  
 15 Q. And can you tell us what efforts you  
 16 undertook in that regard?  
 17 A. I do it all the time. I mean, we're always  
 18 trying to eliminate special pricing, because it's  
 19 not good for our -- the long-term health of this  
 20 company or its shareholders.  
 21 Q. And what in 2008 did you do to try and  
 22 reduce the incidence of project pricing?  
 23 A. We tried to hold the ground. We tried to

Page 229

1 Q. And do you recall why at this time in  
 2 particular in January of 2008 Mr. Pais was asking  
 3 you to make a committed and serious effort to  
 4 normalize pricing?  
 5 MR. OSTOYICH: The way it's phrased,  
 6 I'll object, but go ahead.  
 7 A. Because Star's pricing was ruining the  
 8 market; and as a result, it was upsetting the  
 9 gorilla in the room, which was Tyler, because  
 10 they're the biggest, McWane's the biggest, and it  
 11 was obviously hurting us as well; and that's the  
 12 reason why we he wanted us to normalize or try to  
 13 standardize on the list and multiplier to create  
 14 some kind of stability; but it just doesn't work  
 15 that way.  
 16 Q. And why doesn't it work that way?  
 17 A. Because once you know that the Camry costs  
 18 20,000, why are you going to pay 24 for it?  
 19 Q. So it's hard to pull back on project  
 20 pricing?  
 21 A. It's hard to pull back, especially during  
 22 tough times.  
 23 Q. At this point in time --

Page 230

1 A. No, at that time, it wasn't so bad. You're  
 2 right.  
 3 Q. And let me just ask the full question so we  
 4 have a good record here. At this point in time, in  
 5 January of 2008, it hadn't gotten, as you put it, so  
 6 bad? That was later, in August of 2008?  
 7 A. Correct.  
 8 Q. Now, you mentioned Star was offering project  
 9 pricing; and that was upsetting Tyler, who you  
 10 referred to as the -- I don't know how many pounds  
 11 you gave the gorilla; is that right?  
 12 MR. OSTOYICH: Objection to form.  
 13 A. Big gorilla.  
 14 Q. Did you understand that one -- we were  
 15 talking earlier about Tyler's new multipliers in  
 16 2008, some of which were below your published  
 17 multipliers; do you recall that?  
 18 A. Correct.  
 19 Q. Did you understand that in the areas where  
 20 they were reducing the multipliers, that had to do  
 21 with project pricing being offered by Star and as a  
 22 result Sigma in those areas?  
 23 MR. OSTOYICH: Well, by definition it's

Page 231

1 objectionable, but go ahead.  
 2 A. It didn't have to be project pricing. It  
 3 could be any pricing. They could -- list and  
 4 multiplier could have been -- they were just  
 5 lowering it. They were trying to be aggressive to  
 6 get market share.  
 7 Q. Okay. In your experience in the, say, 2007  
 8 to early 2008 time frame, had that been Star's MO,  
 9 in other words, their grabbing jobs, grabbing market  
 10 share with lower prices, project prices?  
 11 A. Yes.  
 12 Q. Were they known among the three large  
 13 fitting suppliers as the aggressive price party?  
 14 A. Yes.  
 15 Q. And they, among the three, would be the most  
 16 likely to initiate project pricing?  
 17 MR. WHITE: Objection.  
 18 MR. OSTOYICH: Objection to form.  
 19 A. Yes.  
 20 Q. And in your experience, is it fair to say  
 21 that McWane would be the least likely of the three  
 22 to offer project pricing?  
 23 MR. OSTOYICH: Well --

Page 232

1 MR. WHITE: Objection.  
 2 MR. OSTOYICH: Same objection.  
 3 A. No.  
 4 Q. Who would be the least likely?  
 5 A. Unlike my partner, I would say that we are.  
 6 Q. Okay. Your partner, you're referring to an  
 7 e-mail we saw earlier about --  
 8 A. From Victor. I would think Victor would  
 9 think it would be us, and I would think it would be  
 10 Tyler, but --  
 11 Q. You mentioned this morning that you approved  
 12 project pricing. Do you actually approve all the  
 13 project prices --  
 14 MR. WHITE: Objection.  
 15 A. No, not all of it.  
 16 Q. -- at Sigma? Is there a standard process by  
 17 which project pricing is approved at Sigma?  
 18 A. The regional manager has some autonomy, and  
 19 most regional managers discuss with me, especially  
 20 if it's a high -- a big job or a high-profile job,  
 21 they'll discuss it with me; but occasionally a  
 22 regional manager does have the authority to -- if he  
 23 knows all the facts, that he can make project

Page 305

1 Q. And we don't know whether it was actually  
 2 sent out or finalized in any form or fashion, do we?  
 3 A. Don't know.  
 4 Q. Okay. Let me ask you a couple last  
 5 questions here and then I will hopefully let you go.  
 6 CX 0909, which is a July 20th --  
 7 A. Yes.  
 8 Q. This is -- as I understand it, it's a letter  
 9 that you sent to Mr. Page at McWane in July of 2009,  
 10 is that fair?  
 11 A. Yeah.  
 12 Q. And the subject of the letter, if I  
 13 understood your testimony, was a potential purchase  
 14 by you of a Sure Stop gasket made by McWane?  
 15 A. They wanted us to market this product for  
 16 them through distribution, because I'm probably a  
 17 little better at that than they are.  
 18 Q. Okay, and you're saying you're probably a  
 19 little bit better. Why, because you have more  
 20 distribution -- a bigger distribution network?  
 21 A. No. I probably have better relationships  
 22 for getting new products approved and done by our  
 23 customer base than they do.

Page 306

1 Q. And then you also said the letter conveys  
 2 your aggravation with their initial offer to sell  
 3 you domestic fittings during the ARRA period?  
 4 MR. HASSI: Object to the form.  
 5 A. Yeah, I was upset. Yes, that's correct.  
 6 Q. Is there anything else that you were  
 7 conveying? Was this a secret message to Mr. Page  
 8 that you wanted to fix prices on fittings?  
 9 MR. HASSI: Object to the form.  
 10 A. Absolutely not.  
 11 Q. You say in here that you put forth an olive  
 12 branch, if you look at the last sentence of the  
 13 fourth paragraph. And was that an effort by you to  
 14 fix prices on fittings with Mr. Page?  
 15 MR. HASSI: Object to the form.  
 16 A. Fourth paragraph? That's the one about  
 17 Mike?  
 18 Q. "It bothered me to unload on Mike that day."  
 19 Did I count them all?  
 20 A. Yeah, right, fourth. No, that was me being  
 21 insincere. Mike Keel is a wonderful person.  
 22 Unfortunately he was in a McWane suit at the wrong  
 23 time when he asked me to market Sure Stop for him.

Page 307

1 I wasn't happy at the time.  
 2 Q. So you went and insulted him, and you felt  
 3 bad about it?  
 4 A. I felt bad because I was so short with him.  
 5 Normally I would have a lot of time for Mike Keel,  
 6 and I just was so short when he came up and asked me  
 7 to market Sure Stop, and I said you've got to be  
 8 kidding me. I didn't say it that nice.  
 9 Q. All right, and is your olive branch  
 10 language, is that all it means?  
 11 A. Yes.  
 12 Q. Okay.  
 13 A. That's my olive branch.  
 14 Q. In the third paragraph, you say in the last  
 15 sentence "Although I was extremely" -- "Although  
 16 extremely impressed by your openness in the May 1st  
 17 meeting and a willingness on our part to try and  
 18 make the industry a 'better place,' it seems McWane  
 19 deems getting closer to Sigma is not in their best  
 20 interest." What were you trying to convey with that  
 21 language?  
 22 A. That again goes back to the 5 percent. It  
 23 was such an insult that I thought that, you know,

Page 308

1 the two companies, you know, which we do trade a  
 2 little bit back and forth and sell to Clow and  
 3 everything else, this was a tremendous step back,  
 4 because it was an insult to me, the 5 percent.  
 5 Q. Okay, and when you say in your language a  
 6 willingness on your part to try and make the  
 7 industry a better place, were you trying to tell  
 8 Mr. Page you were willing to fix prices of fittings?  
 9 MR. HASSI: Object to the form.  
 10 A. Absolutely not. Absolutely not. Better  
 11 place, it's an easier place to do business, better  
 12 to take care of the customer, make it standardized,  
 13 easy. That's what I meant, by making it a more  
 14 simplistic industry.  
 15 MR. OSTOYICH: I have no further  
 16 questions.  
 17 THE WITNESS: Okay.  
 18 MR. OSTOYICH: I appreciate your time,  
 19 Mr. Rybacki. I'll reserve a little time in case,  
 20 but I don't know if I need to.  
 21 FURTHER EXAMINATION BY COUNSEL FOR COMPLAINANT  
 22 BY MR. HASSI:  
 23 Q. I just want to -- if you go back to 1413,

# **Suvobrata Saha Deposition Excerpt**

**In the Matter of:**

**McWane, Inc. & Star Pipe Products, LTS**

*May 11, 2012*  
*Suvabrata Saha*

**Condensed Transcript with Word Index**



**For The Record, Inc.**  
**(301) 870-8025 - [www.ftrinc.net](http://www.ftrinc.net) - (800) 921-5555**

1 Fourth of July weekend. He said, No problem. Wherever  
2 you are we'll come to you.

3 So I said I'll be in San Antonio, so I think  
4 they came in their plane and -- some airport in  
5 San Antonio. I forgot which airport.

6 **Q. Did they convey to you why they wanted to  
7 purchase your business?**

8 MR. LAVERY: Objection to the form.

9 THE WITNESS: No. They just said it will be to  
10 our best interest to -- it's a Texas term. I forget --  
11 hitch our wagon to their something, horse or something.  
12 I don't know. But basically to sell the business, it  
13 would be in our best interest.

14 BY MS. HOLLERAN:

15 **Q. Did they ever explain to you why it would be in  
16 your best interest to hitch your wagon to their horse?**

17 A. No.

18 **Q. Okay. And at that time did you decline their  
19 offer?**

20 A. No. I went back and wrote them a letter  
21 declining, within a week.

22 **Q. And did you ever hear any feedback from McWane?**

23 A. No.

24 **Q. While you were at PCI, did you ever have to  
25 compete against McWane or Tyler/Union in their loyalty**

1 **program?**

2 A. Every day.

3 **Q. What was your understanding of the loyalty  
4 program?**

5 A. Loyalty program is basically a rebate. We all  
6 give rebates to the larger customers. But what the  
7 loyalty program was which was tough for us to compete at  
8 times was, if their customer did not buy 100 percent  
9 from McWane group of companies the fittings, they would  
10 withhold the rebate off for their entire purchase of the  
11 year, year or quarter, whatever it was.

12 **Q. So, for example -- I want to make sure I  
13 understand it -- is if a distributor started purchasing  
14 a competing fitting in September, they would --  
15 September of a specific year, they would lose the rebate  
16 for the entire year?**

17 A. Yes.

18 MR. LAVERY: Objection. It calls for  
19 speculation.

20 THE WITNESS: I'm sorry. Say that again?

21 BY MS. HOLLERAN:

22 **Q. Your understanding of the program was that if a  
23 distributor sold a competing fitting to Tyler/Union in  
24 September of a given year, they would lose their rebate  
25 for the entire year?**

1 MR. LAVERY: Same objection.

2 THE WITNESS: Entire year or that for that  
3 quarter.

4 There were various companies that lost the  
5 rebate. This didn't happen for long, but it did happen  
6 for a short time, because some of the major customers I  
7 think really put up a fight, and then McWane backed down  
8 from that.

9 BY MS. HOLLERAN:

10 **Q. Okay. While you were still at PCI, did you ever  
11 become aware of talks about establishing DIFRA?**

12 A. Yes.

13 **Q. And who first approached you about DIFRA?**

14 A. Sigma did.

15 MR. LAVERY: Objection.

16 BY MS. HOLLERAN:

17 **Q. And what was your understanding of the purpose  
18 of DIFRA?**

19 **Actually, before I get that, at that point in  
20 time did DIFRA exist?**

21 A. To the best of my knowledge, no. I think DIFRA  
22 was formed in '06 or '07 -- '06 I think. I'm not too  
23 sure.

24 **Q. So would it be fair to say that these were  
25 conversations about starting up DIFRA?**

1 A. Yes. Well, there was conversation of two  
2 associations being started up at that time. One was  
3 the -- I mean that I was aware of. In our line of  
4 business, one was the fitting organization, one was for  
5 the castings.

6 **Q. And I just want to ask you about the fittings  
7 organization.**

8 A. Okay.

9 **Q. And what was your understanding of the purpose  
10 of starting up DIFRA?**

11 A. The DIFRA thing was brought up to me by not  
12 McWane but Sigma, Victor Pais. I don't know when I met  
13 him. It was sometimes in '04 I think. I -- probably  
14 during in June. And he wanted me to be part of -- well,  
15 my company to be part of that organization. And I asked  
16 him how it was going -- I mean, what it would benefit  
17 me.

18 The thing was, what he -- what he explained to  
19 me, that it is hurting the business, all of us trying to  
20 compete, and it is hurting the bottom line, so if we  
21 formed an organization where we turned in -- we had to  
22 turn in every quarterly our sales by product group and  
23 category and tonnage, and that we will -- we should  
24 stay within a range of our existing tonnage --  
25 everybody would stay within the existing tonnage range

1 that they were currently selling or they have sold in  
2 the -- he told me some formula. I didn't really -- I  
3 don't really remember, like your previous 12-month sales  
4 or previous 18-month sales or something to that effect  
5 that establishes how much tonnage you're selling, and  
6 you would stay within a range of that so that you will  
7 not cut into someone else's tonnage.

8 **Q. So did you understand that you would be staying**  
9 **within the same market share?**

10 A. Market share, exactly. Well, tonnage and market  
11 share are the same thing basically, yeah.

12 **Q. And each quarter what type of data were you**  
13 **expected to produce -- to provide?**

14 MR. LAVERY: Same objection.

15 THE WITNESS: Product group-wise tonnage,  
16 quantity and tonnage.

17 BY MS. HOLLERAN:

18 **Q. Was dollars of sales talked about, providing**  
19 **that information?**

20 A. No. It was tonnage and number of pieces.

21 **Q. When you said "product group," what was that**  
22 **breakdown?**

23 A. That was -- I don't remember if it was 16" and  
24 below or 12" and below, then the midsize fittings  
25 16" through 24", and then the large-diameter fittings,

1 **Victor Pais at Sigma?**

2 A. Yes.

3 **Q. Did he indicate to you whether he was talking to**  
4 **anybody else about forming DIFRA?**

5 A. Yes. All the fitting manufacturers.

6 **Q. How did you respond to Mr. Pais?**

7 MR. LAVERY: Objection. Vague.

8 BY MS. HOLLERAN:

9 **Q. When Mr. Pais approached you about the possible**  
10 **formation of DIFRA, what was your response?**

11 A. I'll think about it.

12 **Q. Did you talk to anybody at PCI about the DIFRA**  
13 **proposal?**

14 A. I think only my partner was aware of it.

15 **Q. Did you talk to anybody outside of PCI?**

16 A. Not that I recall, no. I don't think so, no.

17 **Q. And did you eventually respond to Mr. Pais?**

18 A. Yes.

19 **Q. And what did you say to Mr. Pais?**

20 A. I told him no.

21 **Q. And why did you say no?**

22 A. Because I was the smallest company of the lot  
23 and I had nothing to gain, other than just restrict my  
24 growth.

25 **Q. Anything else?**

1 same breakdown for flanged.

2 **Q. And did you have an understanding of how**  
3 **providing this information would keep everybody's market**  
4 **shares the same?**

5 MR. LAVERY: Objection. Calls for speculation.

6 THE WITNESS: Yeah, I understood very well,  
7 but --

8 BY MS. HOLLERAN:

9 **Q. And what was that understanding?**

10 A. That you don't cut into someone else's market.

11 **Q. Which meant what to you?**

12 MR. LAVERY: Same objection.

13 THE WITNESS: If you don't get into someone  
14 else's market share, then you don't lower the price.

15 Competition only comes if you cut into someone else's  
16 business.

17 BY MS. HOLLERAN:

18 **Q. So did you understand that a purpose of entering**  
19 **DIFRA was to stabilize prices?**

20 MR. LAVERY: Objection. Calls for speculation.  
21 Mischaracterizes testimony.

22 THE WITNESS: Absolutely.

23 BY MS. HOLLERAN:

24 **Q. And this understanding that you have about the**  
25 **purpose of DIFRA was based on your conversations with**

1 A. That's it.

2 **Q. Did Mr. Pais tell you what any of the other**  
3 **fitting manufacturers had said about the forming DIFRA?**

4 A. No.

5 **Q. Did he tell you that they were interested in**  
6 **starting DIFRA?**

7 MR. LAVERY: Objection. Asked and answered.

8 THE WITNESS: I don't recall.

9 BY MS. HOLLERAN:

10 **Q. Do you remember what Mr. Pais -- you can**  
11 **paraphrase, but what he actually told you?**

12 MR. LAVERY: Objection. Vague.

13 THE WITNESS: It's been such a long time, but  
14 his -- this discussion was -- I'm just trying to think.

15 We had at that time just finished this ITC  
16 hearing I think. This was just after that. And his  
17 biggest concern is that if we don't do something to  
18 stabilize the market, McWane will do again something,  
19 start an antidumping proceeding or something, something  
20 to that effect. I mean, don't hold me to this. This  
21 was the concern.

22 BY MS. HOLLERAN:

23 **Q. You had mentioned that it was common knowledge**  
24 **that Sigma was helping McWane start a foundry in China?**

25 A. Yes.

CONFIDENTIAL EXHIBIT  
REDACTED IN ENTIRETY

**Dennis Sheley**  
**Deposition Excerpt**

**Dennis Sheley**  
**Investigational Hearing Excerpt**

**In the Matter of:**

**McWane/Sigma**

*January 11, 2011*  
*Dennis James Sheley*

**Condensed Transcript with Word Index**



**For The Record, Inc.**  
**(301) 870-8025 - [www.ftrinc.net](http://www.ftrinc.net) - (800) 921-5555**

Page 94

1 A. Half a million.  
 2 Q. So had they come to you and said, "Here's a half  
 3 a million dollars; give us your domestic" --  
 4 A. We'd have rolled immediately. Just because I  
 5 was aggravated at what they were doing.  
 6 What they did offer to us was that they -- if we  
 7 had to have an item that they didn't have -- that they  
 8 would find it for us and purchase it and then, in turn,  
 9 resell it to us at a fair number.  
 10 You can't do that because of the time frame  
 11 involved. If I have to have something today, it may  
 12 take them two weeks to find it and get it to me. You  
 13 can't do that. That's -- that risk is unacceptable.  
 14 Q. What's the lead time for something that you  
 15 don't have in inventory that you're getting from Tyler?  
 16 A. From Tyler?  
 17 Seven days. And that's more -- that's more a  
 18 function of freight lines and their customer service  
 19 levels than it is inventory. They probably have it.  
 20 It's just getting it out of their yard and getting it on  
 21 a truck and getting it to us.  
 22 Now, I can have Sigma product -- I can have  
 23 Star -- I don't know about today. Earlier in the summer  
 24 I could have Tyler product from Sigma out of their  
 25 Chicago yard the next day.

Page 95

1 I can have offshore from Star's yard in  
 2 Indianapolis in two days.  
 3 MR. RABIN: Keep going.  
 4 (Whereupon, Mr. Rabin left the proceedings.)  
 5 BY MR. MANN:  
 6 Q. So you indicated that you have purchased some  
 7 product -- some domestic product -- from Star to see  
 8 what it looks like?  
 9 A. Uh-huh.  
 10 You could put it all on this tabletop. It  
 11 wouldn't cover the table.  
 12 (Whereupon, Mr. Rabin returned to the  
 13 proceedings.)  
 14 BY MR. MANN:  
 15 Q. Were you evaluating Star because you were  
 16 interested in giving them some domestic business?  
 17 Or to what end were you purchasing Star  
 18 domestic?  
 19 A. Looking at the quality, see where this thing's  
 20 going to wash out going down the road. Sitting on the  
 21 vendor committee at TDG, you know, I have to be able to  
 22 talk to other members about what's there or what's not  
 23 there.  
 24 Curiosity. I heard rumor that their product  
 25 looked real nice, and I wanted to see some of it that

Page 96

1 hadn't been fitted and polished because, if you just  
 2 say, "Hey, send me a fitting; I want to see what it  
 3 looks like," they're going to dress one up for you.  
 4 If you just order two or three or four in the  
 5 course of business, whoever pulls that order's going to  
 6 ship you what comes out of the crate so you're going to  
 7 see what you're going to get on an everyday basis, not  
 8 what they want you to see.  
 9 And all of the manufacturers do the same thing.  
 10 I don't want one that's been polished up.  
 11 Q. Were you pleased with their product?  
 12 A. Yes. Nice-looking product.  
 13 Q. Has your willingness to deal with Star changed  
 14 after seeing their product?  
 15 A. No. I'm still not willing to take that risk  
 16 that I can't get what we have to have.  
 17 Q. So but for that risk -- so if that risk -- if we  
 18 remove that risk, would your willingness to deal with  
 19 Star --  
 20 A. Yes. They've got a -- since my buddy retired  
 21 over the course of the last couple -- 2 1/2 years or  
 22 whatever, they've brought some young guys on that are  
 23 calling on our people, know what's going on, got some  
 24 experience -- their customer service people are doing a  
 25 really good job on what we are buying from them.

Page 97

1 If it wasn't for the risk, I'd -- I'd most  
 2 definitely look at it.  
 3 Q. So earlier you said that you wouldn't purchase  
 4 from Star domestic -- you would not purchase domestic  
 5 Star?  
 6 A. Then.  
 7 Q. "Then" being 18 months ago?  
 8 A. 18 months ago.  
 9 Q. Today you would be willing but for --  
 10 A. The risk.  
 11 Q. -- the risk involved?  
 12 A. That's correct.  
 13 Q. And when we say "the risk," we're referring to  
 14 the policy that McWane has in place?  
 15 A. Not being able to get access to the full line,  
 16 that's correct.  
 17 Q. When over the course of the last 18 months did  
 18 that change? So 18 months it was no; today it was  
 19 "I would be willing."  
 20 Did that change --  
 21 A. Late summer.  
 22 Q. Of 2010?  
 23 A. Of '10, uh-huh.  
 24 Q. And was that when you purchased product and  
 25 actually saw --

Page 142

1 And I had -- then I had inventory I couldn't  
 2 sell on a day-to-day basis because it was higher than  
 3 the offshore product, and I had to wait for one of them  
 4 pockets to order material. Or sell it at a loss.  
 5 Q. How often are you selling product at a loss?  
 6 A. Not very often.  
 7 Not very often.  
 8 MR. MANN: I want to go off the record.  
 9 (A brief recess was taken.)  
 10 MR. MANN: Going back on the record.  
 11 BY MR. MANN:  
 12 Q. Mr. Sheley, earlier you indicated that, but for  
 13 the McWane policy regarding purchasing from Star, you're  
 14 at the point where you would shift the majority of your  
 15 domestic business to Star.  
 16 A. That's correct.  
 17 Q. Why would you do that?  
 18 A. Service.  
 19 Q. Star's a better service provider?  
 20 A. Yes. Two-day delivery out of Indianapolis  
 21 versus seven- to nine day delivery out of Tyler, Texas.  
 22 Q. Anything else?  
 23 A. Not that I'd have -- I'd like to have made  
 24 public record. It's personality. Leave it at that.  
 25 Q. That's fair. Just for the record, this isn't

Page 143

1 public.  
 2 A. Okay. Well, it's not -- it's not a price issue;  
 3 it's not a manufacturing issue. It's a sales rep issue.  
 4 Q. Shifting gears to a different topic.  
 5 Did Sigma ever indicate that it was going to  
 6 enter the domestic production of ductile iron pipe  
 7 fittings?  
 8 A. No. I waited -- I was waiting for you to come  
 9 on -- when I got your subpoena, I saw Sigma's name on  
 10 there, and that kind of surprised me a little bit.  
 11 I think that was a huge tactical error on  
 12 Sigma's part, myself, by joining forces with Tyler. I  
 13 think they should have went out and done exactly what  
 14 Star done. They've kind of made themselves beholden to  
 15 Tyler now and let Tyler dictate to them a little bit how  
 16 they're going to do business.  
 17 We have, on occasion, bought some Tyler through  
 18 Sigma in Chicago because they could deliver it faster.  
 19 For whatever reason, we've just never had a good  
 20 relationship with Sigma, so we've just never done a lot  
 21 with them. I know those guys very, very well. We  
 22 just -- for whatever reason, it never clicked.  
 23 But I would have thought that they'd have taken  
 24 the same road that Star did, but I believe their  
 25 position was that "This ARRA thing's going to be

Page 144

1 short-lived; we're not going to invest the money; we're  
 2 not going down that road; we'll just buy them from Tyler  
 3 and supply them."  
 4 Q. You indicated that you believe it was a mistake  
 5 that they didn't --  
 6 A. Yes.  
 7 Q. -- follow Star and try to set up their own  
 8 domestic production.  
 9 A. Yes.  
 10 Q. What effect would -- do you believe would  
 11 have -- what effect would there have been in the  
 12 marketplace had Sigma entered with domestic -- its own  
 13 domestic fittings?  
 14 A. Personal opinion -- okay? No legal status to  
 15 back this up, just personal opinion.  
 16 I think -- with three players in the market, I  
 17 believe Tyler's position would have folded immediately.  
 18 I don't think they could have made it stick.  
 19 Q. Anything else?  
 20 A. No.  
 21 Q. Would entry of Sigma domestic product have any  
 22 effect on price? As we discussed earlier about  
 23 Star's --  
 24 A. Oh, I believe it would have. It would have put  
 25 a negotiable position in the marketplace. Right now

Page 145

1 Star really doesn't have to negotiate price much. If  
 2 Tyler's at 50 bucks, they can be at 48 and, with the  
 3 exception of guys like me, they can write business all  
 4 day long and go on down the road with the people that  
 5 are buying -- that are willing to go against Tyler.  
 6 If Sigma would have made that same move, I think  
 7 there would have been a very minimal price increase at  
 8 best. And the investment in molds and manufacturing  
 9 material could have been absorbed in one of their other  
 10 foundries offshore at whatever point they didn't need  
 11 domestic manufacturing anymore.  
 12 Q. Any other . . .  
 13 A. Uh-uh. No.  
 14 Q. Have you had any communication with anyone at  
 15 McWane regarding the FTC's investigation?  
 16 A. No.  
 17 Q. Anyone at Sigma?  
 18 A. No.  
 19 Q. Anyone at Star?  
 20 A. No.  
 21 Q. Mr. Sheley, your testimony today has been  
 22 extremely helpful for us, and I appreciate your time. I  
 23 appreciate your public service in providing this  
 24 testimony today, taking you away from your day-to-day  
 25 tasks, and I -- I'm genuine in saying we truly

**Danny Swalley  
Deposition Excerpt**

1 UNITED STATES OF AMERICA  
 2 BEFORE THE FEDERAL TRADE COMMISSION  
 3 OFFICE OF ADMINISTRATIVE LAW JUDGES  
 4 PUBLIC  
 5 DOCKET NUMBER 9351  
 6  
 7  
 8  
 9  
 10  
 11  
 12 IN THE MATTER OF  
 13 MC WANE, INC.,  
 14 a corporation,  
 15 and  
 16 STAR PIPE PRODUCTS,  
 17 a limited partnership.  
 18  
 19 Deposition of DANNY SWALLEY, taken  
 20 at Vaughan & Murphy, 260 Peachtree Street, N.W.,  
 21 Suite 1600, Atlanta, Georgia, 30303, on Wednesday,  
 22 May 2, 2012, beginning at 9:00 A.M. and concluding  
 23 at 4:52 P.M.  
 24  
 25

1 APPEARANCES CONTINUED:  
 2  
 3  
 4  
 5 LAW OFFICES OF VAUGHAN & MURPHY  
 6 (BY: Charles C. Murphy, Jr., Esq.)  
 7 260 Peachtree Street, N.W.  
 8 Suite 1600  
 9 Atlanta, GA 30303  
 10  
 11 Attorneys for Danny Swalley  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24 REPORTED BY:  
 25 TAMMY L. GARDNER  
 CERTIFIED COURT REPORTER

1 APPEARANCES:  
 2  
 3  
 4 FEDERAL TRADE COMMISSION  
 5 BUREAU OF COMPETITION  
 6 (BY: Monica M. Castillo, Esq.)  
 7 601 New Jersey Avenue, NW  
 8 Washington, DC 20001  
 9  
 10 Attorney for the Complainant  
 11  
 12  
 13  
 14 LAW OFFICES OF MAYNARD  
 15 COOPER & GALE, PC  
 16 (BY: J. Alan Truitt, Esq.)  
 17 1901 Sixth Avenue North  
 18 2400 AmSouth/Harbert Plaza  
 19 Birmingham, AL 35203-2618  
 20  
 21 Attorneys for McWane, Inc.  
 22  
 23  
 24  
 25

1 EXAMINATION INDEX  
 2  
 3  
 4 MR. J. ALAN TRUITT 5  
 5 MS. MONICA M. CASTILLO 95  
 6 MR. J. ALAN TRUITT 243  
 7 MS. MONICA M. CASTILLO 268  
 8 MR. J. ALAN TRUITT 280  
 9  
 10  
 11  
 12  
 13  
 14 EXHIBIT INDEX  
 15  
 16  
 17 DEFENDANT'S EXHIBIT 1 49  
 18 CX 1555 178  
 19 CX 1546 189  
 20 CX 1548 209  
 21 CX 1551 212  
 22 CX 1553 222  
 23  
 24  
 25

1 \$10,000,000.00 worth of pipe sold in April, then  
2 maybe there's a million dollars worth of fittings  
3 sold in April. That type of logic.

4 M'mm, we looked at going to PIERS, which  
5 is an industry data or is a data source, I'm not  
6 sure if your familiar with it, but it tracks  
7 incoming containers, all containers, and within it  
8 you have HTC codes. We tried to look at that to  
9 say okay, how many fitting codes were coming in  
10 That proved to be not reliable.

11 Q. Were there any other sources that you  
12 looked at?

13 A. You know, talking with people, just in  
14 general. You know, interviewing manufacturer's  
15 reps, you know. People like McIntire, who in the  
16 past had been a -- McIntire was Star's  
17 manufacturer's rep for, you know, that -- I  
18 believe about ten years and developed Midwest  
19 market for them. When McIntire was leaving, you  
20 know, they gave us a lot of industry data. They  
21 gave us some old sales figures, so we looked at  
22 that.

23 Q. Have you ever heard of an organization  
24 called DIFRA?

25 A. Not prior to, m'mm, the -- the McWane

1 case. Not prior to them.

2 Q. Okay.

3 M'mm, did you ever see any data  
4 generated by that organization?

5 A. No, ma'am.

6 Q. Okay.

7 I think you mentioned that you were  
8 trying to develop a stable of products that were  
9 within the 3- to 24-inch range.

10 Am I remembering that correctly?

11 A. Yes, ma'am.

12 Q. And why were you focused in that range?

13 A. M'mm, we had to cut it off somewhere.  
14 We have the capabilities of making larger diameter  
15 fittings. By larger diameter I mean 30 inch  
16 through -- we could make up through 48 inch, but,  
17 m'mm, 24 inch and smaller was, by our estimate,  
18 the bulk of the market, and it fit into that -- it  
19 was a bite of the apple that we felt we could take  
20 off. That we could take. Again, if you expand  
21 beyond the 30 inch, SKU's become even that much  
22 more complicated and expensive.

23 Q. And when you say that that 24 inch and  
24 smaller comprises the bulk of the market --

25 A. M'mm-H'mm (affirmative expression.)

1 Q. -- can you put some percentages to  
2 that?

3 A. Again, not -- I mean, not -- not with  
4 any tremendous actual -- we tried for years to  
5 really try to nail that down, and it's not --  
6 industry data does not exist or at least we were  
7 not able to -- we did not have access to it.

8 Q. In your experience, m'mm, is the 24 inch  
9 and smaller market more than 75 percent?

10 MR. TRUITT:

11 Objection. Asked and answered.

12 MS. CASTILLO:

13 You can answer.

14 THE WITNESS:

15 That's a reasonable number. M'mm,  
16 because you have to look at -- the  
17 fittings go on not only ductile pipe,  
18 but also on PVC pipe and HDPE, so a  
19 ductile fitting is not just -- you know,  
20 it's very broadly used. Within that  
21 range, 24 inch, that's why we stopped on  
22 the pipe. If you'd asked the question  
23 why did we stop on 24 inch or smaller  
24 pipe, that was our -- you know, we just  
25 felt anything above 24 inch, it was

1 not -- there's just not enough demand  
2 out there to justify, you know. 75  
3 percent is as good of a number as any  
4 other number to try to estimate where  
5 that break line is.

6 EXAMINATION BY MS. CASTILLO:

7 Q. Do you currently have any SKU's that are  
8 larger than 24 inches?

9 A. Not that we manufacture.

10 Q. And of the thousand or so SKU's that you  
11 have available in the United States, are you  
12 making sales of each of those SKU's?

13 A. M'mm, I'm sure there are SKU's that we  
14 have not sold that we have; because, again, by  
15 definition, a C item is going to be a low-turn  
16 item, so I'm sure we have fittings that we've had  
17 in stock for greater than two years that we have  
18 not sold. We are actively trying. It's available  
19 for sale, but --

20 Q. Do you have a sense of about how many of  
21 those thousand SKU's you're currently selling?

22 A. I would say we're -- we're -- again,  
23 percentage wise, I'd say probably of the SKU's  
24 that we have in the United States right now, we  
25 are turning probably 50 percent of them with any

1 for them to go do. So I would say we saw a spike  
2 in demand for domestic, and then you could dig  
3 behind the scenes a little bit, and they found out  
4 well, it never actually got to ARRA funding, but  
5 we just wanted it to be ready for ARRA funding.  
6 So you saw a lot of that kind of -- those kinds of  
7 conversations at that time frame. So there was a  
8 heightened sensitivity towards domestic products.

9 Q. And can you tell me what the time frame  
10 was where you saw this spike?

11 A. Well, shortly after the announcement in  
12 that 2009 time frame, when they said there's going  
13 to be all this Federal money, and 6 billion  
14 dollars of infrastructure work is going to come  
15 out, and it's going to have a made in America  
16 stipulation to it, so utilities get ready. They  
17 did. They got ready.

18 Q. When we were discussing, m'mm, Mainline  
19 earlier, you described, m'mm, some communications  
20 you had with John Thrasher.

21 A. Yes, ma'am.

22 Q. And I think that you mentioned that your  
23 understanding from Mr. Thrasher was that he,  
24 m'mm, was sourcing pipe from U.S. Pipe and McWane,  
25 is that right?

1 A. Yes, ma'am.

2 Q. Do you have an understanding of whether  
3 Mr. Thrasher was sourcing fittings from both U.S.  
4 Pipe and McWane?

5 A. At the time I believe they rank their  
6 vendors, and, m'mm, I believe at the time Star  
7 was -- either Star was ranked No. 1 and Union was  
8 No. 2 or vice versa, and Sigma was No. 3, and,  
9 m'mm, I think they like to cap it off at three  
10 that year.

11 Q. But I think what I -- what I understood  
12 before was, m'mm, that, m'mm, you were not  
13 allowed -- or, I'm sorry, that Mr. Thrasher was  
14 not allowed to purchase fittings from  
15 Electrosteel, correct?

16 A. I would characterize the conversation  
17 with John with more he was not allowed to buy pipe  
18 from us, and there was a -- he expressed to me a  
19 general feeling of we are not to support  
20 Electrosteel in the United States, and that  
21 included everything in the basket.

22 Q. And what was your understanding of what  
23 the source of that directive to not support  
24 Electrosteel in the United States came from?

25 A. Came -- I mean, from what we were told,

1 it came directly from U.S. Pipe and McWane.

2 Q. From both? From both companies?

3 A. That was our understanding.

4 Q. That's what Mr. Thrasher communicated to  
5 you?

6 A. Correct. And to our rep at the time,  
7 S&G. John Sosbee. S-O-S-B-E-E, I believe.

8 Q. And did Mr. Thrasher communicate what  
9 the consequence would have been to Mainline if  
10 they had supported Electrosteel in the United  
11 States?

12 A. Again, I recall him saying or implying  
13 that they would be cutoff.

14 Q. By U.S. Pipe?

15 A. By U.S. Pipe and McWane.

16 Q. Were you selling, m'mm, fittings to  
17 Consolidated?

18 A. In the 2008 -- oh, I'm sorry, 2011 time  
19 frame, we sold a handful of fittings to  
20 Consolidated.

21 Q. And was that the mem -- I'm sorry, that  
22 Memphis branch that you mentioned or some place  
23 else?

24 A. No. Oddly enough, Memphis was -- the  
25 local guy, the local manager there, was very tied

1 in with Sigma, and we could never get any fitting  
2 business from him. Just fabrication business.  
3 M'mm, our success on fittings was limited to a  
4 little bit in the Huntsville branch, one job in  
5 Montgomery, and then the guy in Savannah would  
6 occasionally stop by to pick up a fitting or two  
7 and fill out an order.

8 Q. To your recollection, was Consolidated  
9 buying A fittings from you or a different type?

10 A. M'mm, yeah, everything they purchased  
11 from us was mostly A. Again, the Savannah guy  
12 probably picked up a B item every now and then.

13 Q. You also, m'mm, listed off another group  
14 of suppliers -- I'm sorry, distributors, in the  
15 Southeast where you said you're unable to sell,  
16 m'mm, and I'll go through them one by one, but if  
17 you know, I wondered if you could tell me who  
18 their fittings suppliers are. So, starting with  
19 Hayes Pipe, I think, was the first one you  
20 mentioned.

21 A. My understanding with Hayes is that,  
22 again, that they split their -- I don't know. I  
23 would be speculating. Our conversations with  
24 Hayes never materialized. We could not get an  
25 audience with Hayes. They're part of the TDG,

# **Richard Tatman Deposition Excerpt**

**In the Matter of:**

**McWane, Inc. & Star Pipe Products, LTS**

*May 10, 2012*  
*Richard Tatman*

**Condensed Transcript with Word Index**



**For The Record, Inc.**  
**(301) 870-8025 - [www.ftrinc.net](http://www.ftrinc.net) - (800) 921-5555**

1 A. No. I mean, it's -- it's -- that was

2 Tyler Pipe --

3 **Q. Okay.**

4 A. -- that I was a general manager of Tyler Pipe  
5 with those three businesses.

6 **Q. Okay.**

7 A. So I would say that because my check says  
8 "Tyler Pipe" on it.

9 **Q. I may generally today, for ease, call it  
10 McWane, call the overall company McWane, not just  
11 Tyler Pipe.**

12 A. Okay.

13 **Q. I don't want to create confusion by doing that.  
14 If I'm going to, let me know.**

15 A. I assume when you're talking, you're talking  
16 about my P&Ls or -- excuse me. Sorry.

17 **Q. That's all right.**

18 **But if something needs clarification, if we're  
19 talking about a plant or whatnot --**

20 A. Okay.

21 **Q. -- you know, help me clarify.**

22 A. Okay.

23 **Q. But Tyler Pipe is under the McWane company  
24 umbrella; right?**

25 A. It's a division of McWane, Inc.

1 reorganized, I essentially gave up P&L responsibility  
2 for the north plant, for Wade Drain. I kept P&L  
3 responsibility for the Tyler south plant. I picked up  
4 P&L responsibility for Union Foundry in Anniston,  
5 Alabama. And I picked up P&L responsibility for our  
6 plant in Tyler -- in China, Tyler Xian Xian, X-I-A-N,  
7 X-I-A-N. "TXX" would be easier for you.

8 **Q. When you say "P&L responsibility," can you just  
9 tell us for the record what that means?**

10 A. I just call that profit and loss.

11 **Q. And so you had profit and loss responsibility  
12 for those three plants?**

13 A. Those three plants.

14 And we reorganized -- really what that is is  
15 McWane -- Tyler Pipe, as I said, was a split business  
16 with part of its components in the commercial plumbing  
17 market, part of its components in the waterworks market,  
18 and so essentially what they did, which was I think  
19 McWane did a smart thing, is they reorganized. Rather  
20 than being by site location, they reorganized along  
21 market lines.

22 So I picked up the waterworks section of the  
23 former Tyler Pipe and picked up Union Foundry, which  
24 was primarily in the waterworks market, and  
25 Tyler Xian Xian or TXX, which was primarily in the

1 **Q. Okay. Did your position change at some point in  
2 time?**

3 A. It did. And I don't have the exact date, but  
4 it's probably around July-August of 2007. That was with  
5 the -- a removal of David Green, my boss at that time,  
6 from his position and a subsequent reorganizing of those  
7 businesses within McWane.

8 **Q. So initially you reported to Mr. Green?**

9 A. Mr. Green.

10 **Q. And after the reorganization, who did you report  
11 to?**

12 A. A little bit of a dual reporting structure. I  
13 reported solid line to a gentleman called Thomas Walton  
14 and dotted line to Leon McCullough, who would have had  
15 an equivalent position to David Green, meaning he was an  
16 executive vice president with McWane.

17 **Q. What was Mr. Walton's position at that time?**

18 A. They changed it when that organized. I think he  
19 became a -- I don't know for sure, but it's going to be  
20 something like a senior vice president. He had M&H,  
21 Kennedy and my business that was then -- the name was  
22 changed to Tyler/Union.

23 **Q. And when the name was changed to Tyler/Union,  
24 what did that encompass?**

25 A. When I took over that -- when the business

1 waterworks market.

2 And then Tyler/Union was just -- as soon as I  
3 got all three of those businesses, my thought was  
4 Union Foundry was a separate P&L, and they would  
5 actually compete with Tyler utility division or south  
6 plant. You'd have two divisions within the same company  
7 fighting over the same marketplace.

8 So I essentially realigned the businesses,  
9 turned the plants into cost centers, not profit centers,  
10 changed the name to Tyler/Union and essentially  
11 integrated everything together under one single profit  
12 and loss statement. And that evolved. It took a little  
13 while to get done. And it's still evolving.

14 **Q. And what products does McWane manufacture at  
15 TXX?**

16 A. TXX, everything that they do -- it's a ductile  
17 iron foundry, and so almost all of what they're  
18 producing is ductile iron fittings, waterworks fittings.  
19 They do a little bit of ductile street or grade castings  
20 for another McWane division called Bibby up in Canada,  
21 very little there. But if you ask me, you know,  
22 certainly more than 95 percent of the output of that  
23 plant is ductile iron waterworks fittings.

24 **Q. And Mr. McCullough, you mentioned him being an  
25 EVP. What are his responsibilities?**

1 A. He's the executive vice president of the --  
2 they still call it valve and hydrant division, and then  
3 they put waterworks fittings kind of as a little sub  
4 there.

5 So Mr. McCullough has the valve and hydrant  
6 businesses, so he ultimately has responsibility for M&H,  
7 Kennedy, Clow -- and that's Clow Valve because McWane  
8 also has Clow Water -- so M&H Valve, Kennedy Valve,  
9 Clow Valve. He has Tyler/Union. He has Clow Canada.

10 I believe that's -- I believe that's it.

11 **Q. The fittings that are made by Clow, do they not**  
12 **report up to Mr. McCullough?**

13 A. What? Clow Water?

14 **Q. Clow waterworks fittings.**

15 A. No. Clow Water is in the pipe group, and the  
16 executive vice president of that is Dennis Charko.

17 **Q. I'm going to refer today, if it works for you,**  
18 **to fittings to refer to ductile iron waterworks**  
19 **fittings.**

20 **Does that work for you?**

21 A. That's fine.

22 **Q. When it comes to fittings pricing, is it fair to**  
23 **say that you discuss pricing changes with**  
24 **Mr. McCullough?**

25 A. Major --

1 know about.

2 BY MR. HASSI:

3 **Q. And just so we have our terminology straight on**  
4 **pricing, you referred to a list price. That's the**  
5 **published price that's available on your Web site; is**  
6 **that right?**

7 A. Yes, it is. And in printed form.

8 **Q. Okay. And you apply to that list price**  
9 **something called a multiplier?**

10 A. Yes.

11 **Q. And would you discuss multiplier changes,**  
12 **multiplier map changes with Mr. McCullough generally?**

13 A. That would be something -- that would be what I  
14 would say would be a general market or customer price  
15 announcement. Then yes, I would discuss that with him.

16 **Q. And rebates, you mentioned those. That's**  
17 **something that's applied across all of the customers'**  
18 **purchases generally?**

19 A. Well, if you actually want to define "price" --

20 **Q. Yes.**

21 A. -- okay -- you have list price, and then you  
22 have a multiplier there, which is a discount off of list  
23 price. And then we consider pricing rebate programs.  
24 I'll slow because --

25 **Q. That's all right. As long as Josett is getting**

1 MR. OSTOYICH: I'm sorry. Can I just clarify?  
2 You're excluding Clow? You're treating that as the pipe  
3 now, so you're talking about his business, Tyler/Union,  
4 your fittings.

5 MR. HASSI: Yes.

6 THE WITNESS: Okay. That's a good point.  
7 Would be normal of anything of significance.

8 If I'm going to bring out a new list price, I  
9 would discuss and get approval from Mr. McCullough.

10 If we are going to make a general market or  
11 customer announcement on pricing, I would discuss that  
12 with Mr. McCullough.

13 If we were going -- I'll call it pricing because  
14 rebate programs to me are pricing. I'm going to discuss  
15 rebate programs with Mr. McCullough certainly for all  
16 major customers there.

17 If we are going to make a significant price move  
18 in a market area or have a change in what our pricing  
19 strategy is for a market area, I'm going to discuss that  
20 with Mr. McCullough.

21 If it's something like we electing to take a  
22 job price, I'm not going to -- that -- let me say --  
23 let me pull back. It's not that I'm not going to  
24 discuss it with him. I am going to make a judgment  
25 call of whether that is something that he would want to

1 **it. If she tells you to slow down --**

2 A. Okay.

3 We consider price rebate programs.

4 We consider price cash discount terms because  
5 essentially they're getting a cash discount for paying  
6 you on time. It's a pokey industry.

7 We consider pricing freight allowance terms.

8 We consider pricing extended payment terms  
9 beyond our standard.

10 We consider pricing job pricing that's given  
11 out.

12 We're going to consider pricing as any special  
13 incentives to a branch. We support your advertising.  
14 We're going to kick in so much money so you could take  
15 your contractors fishing. We're going to offset so you  
16 stock some local inventory there. You want some help  
17 with advertising.

18 And so there's a whole -- in this industry  
19 there's a whole cascade of mechanisms that I call  
20 price.

21 **Q. Is there -- I mean, other than what you listed,**  
22 **is there anything else that you consider price?**

23 A. You know, there's -- there's always a new one  
24 that's popping up from someplace, you know. This is a  
25 very competitive marketplace there, and everybody is

1 trying to get some advantage some way.

2 I think I listed probably what would be  
3 considered at least 95 percent of what I would call  
4 price. But it's -- if you look at the scope of what I'm  
5 talking about, it's almost never ending because it's any  
6 sort of discount or financial incentive that you provide  
7 that's different from your list price.

8 **Q. Okay. You mentioned one thing. You talked**  
9 **about incentives to the branch and you mentioned taking**  
10 **people fishing.**

11 **If you take people from the branch fishing, is**  
12 **that part of price, or is that if you give money to the**  
13 **branch to take their customers fishing?**

14 A. If you give money to a branch to take their  
15 customers fishing. Or you have it -- you know, one of  
16 our sales guys sponsors the trip. It's one of our sales  
17 guys, a couple guys from the branch and five of his  
18 customers. Well, you know who's paying for it.

19 **Q. Okay. Who does Mr. McCullough report to?**

20 A. Mr. Ruffner Page.

21 **Q. Do you have much contact with Mr. Page?**

22 A. No. I get an annual review that he -- he will  
23 normally be there at the annual review. And then from  
24 time to time I will bump into him at some event, large  
25 group event. I get an occasional e-mail, and rarer than

1 THE WITNESS: Oh, I'm sorry.

2 BY MR. HASSI:

3 **Q. Oh, that's all right.**

4 **And typically -- well, strike that.**

5 **You sell to the -- the fittings to**  
6 **distributors?**

7 A. Almost all of our volume goes through  
8 distribution.

9 **Q. When you say "almost all," where else does your**  
10 **volume go?**

11 A. There might be a rare occasion when it's sold  
12 direct to a contractor.

13 **Q. Can you give me an example of a rare occasion**  
14 **where you would sell direct to a contractor?**

15 A. It's that rare that I can't even give you an  
16 example.

17 **Q. And do you have an estimate of what your share**  
18 **of the fittings market is?**

19 MR. OSTOYICH: I'm sorry. Currently you're  
20 saying or --

21 MR. HASSI: Current --

22 THE WITNESS: I was going to ask you for a point  
23 in time.

24 BY MR. HASSI:

25 **Q. No. Let's start with currently.**

1 that I'll get a rare phone call with a question.

2 **Q. Where is your -- do you have an office?**

3 A. Tyler, Texas.

4 **Q. And where is Mr. McCullough's office?**

5 A. Oskaloosa, Iowa.

6 **Q. And how about Mr. Page?**

7 A. Birmingham.

8 **Q. Is it fair to say you travel a lot?**

9 A. Me?

10 **Q. You, sir.**

11 A. It's fair to say Jansen travels a lot. My wife  
12 says I travel a lot, but compared to Jerry, I don't  
13 travel a lot.

14 **Q. Where is Mr. Jansen's office?**

15 A. In Tyler. When he's ever there.

16 **Q. Is it fair to say ductile iron fittings is a**  
17 **small subsegment of the overall waterworks market?**

18 A. That's -- that's fair to say. We would always  
19 say that ductile iron waterworks fittings are about  
20 5 percent of the value of a job.

21 **Q. So if a contractor is bidding a total job, the**  
22 **fittings will make up 5 percent of --**

23 A. That is the estimate we use.

24 MR. OSTOYICH: Let him finish because he was  
25 going to add something.

1 A. It's probably in the low 40s.

2 **Q. Do you know what it was when you started?**

3 A. Define starting period.

4 **Q. I'm sorry. When you took the position in 2007**  
5 **where you were responsible for waterworks for**  
6 **Tyler/Union.**

7 A. My own view was it was probably in the low 50s.

8 **Q. And -- go ahead.**

9 A. My predecessor, David Green, had a much higher  
10 estimate of what he felt that it was.

11 **Q. So by taking the job you lost market share?**

12 A. Yes, I did.

13 **Q. It sucks when that happens.**

14 MR. OSTOYICH: Cause and effect? I object to  
15 that.

16 THE WITNESS: I did.

17 BY MR. HASSI:

18 **Q. The --**

19 A. I'm like Jeff Immelt, though. I still survived.

20 MR. OSTOYICH: Who?

21 THE WITNESS: The GE guy whose stock price is in  
22 the tank.

23 MR. OSTOYICH: Yeah. He's on the president's  
24 commission or something like that.

25 THE WITNESS: Jobs.

1 view our primary competitors as Star, Sigma, two  
2 primary, and then you have Serampore and NAPAC and  
3 Genesis Imports and Metalfit and then the pipe  
4 companies. U.S. Pipe would sell fittings. Griffin Pipe  
5 would sell fittings onto jobs. American would sell  
6 fittings onto jobs.

7 **Q. Anybody else?**

8 A. What time frame was this again, please?

9 **Q. 2008-2009.**

10 A. I can't remember when Electrosteel entered the  
11 market right now. I can't -- but I think it was around  
12 the 2009 time frame.

13 **Q. And you mentioned U.S. Pipe.**

14 **Were they manufacturing fittings at that point**  
15 **in time or were they selling something that they were**  
16 **buying from one of your primary competitors?**

17 A. They were selling --

18 MR. OSTOYICH: Can I just clarify? When you  
19 say that period of time, are we talking -- did you  
20 say --

21 MR. HASSI: 2008-2009 is what I've been talking  
22 about.

23 MR. OSTOYICH: Not before. You're saying  
24 2008-2009.

25 Go ahead.

1 THE WITNESS: As I understand it, they had  
2 stopped internal production of fittings, and so what  
3 they would sell onto jobs with their pipe would have had  
4 to have been sourced product.

5 BY MR. HASSI:

6 **Q. And when you say "sourced," can you tell me what**  
7 **that means?**

8 A. They would have had to purchase it from outside  
9 their own manufacturing capabilities.

10 **Q. You mentioned something called job pricing**  
11 **before.**

12 **Can you tell us how you use that term?**

13 A. What we'll call job pricing is any price that  
14 is lower than published list, published multiplier, in  
15 a geographic area. Or I should clarify. That  
16 component of price. We went through a waterfall of  
17 prices.

18 **Q. Right.**

19 A. And so that component of price being lower than  
20 published multiplier, published list price, for a  
21 geographic area.

22 **Q. So if, for example, you had a multiplier in a**  
23 **geographic area that was a .30 --**

24 A. Uh-huh.

25 **Q. -- and you or one of your competitors offered**

1 **a .28, you would call that a job price?**

2 A. We would call that a job price.

3 **Q. Okay. In the 2007-2008 time frame, did McWane**  
4 **offer job pricing?**

5 A. A lot.

6 **Q. Was that something that you thought was a good**  
7 **idea in the market?**

8 A. It is a reaction to the competitive environment  
9 that's out there.

10 **Q. And when you say "a reaction to the competitive**  
11 **environment," McWane would offer job pricing because it**  
12 **felt it needed to to compete with Star or Sigma; is that**  
13 **fair?**

14 A. Or any other competitor that was out there.

15 Job pricing normally occurs because you got  
16 feedback from your customer that you're not competitive  
17 in an area, or he will call you up and tell you  
18 so-and-so was in here today, I'd like to give you this  
19 job, but he offered me a 2.8, you know, you've got to  
20 give that to me or I need a 2.7 to switch or whatever  
21 that is, but it's a reaction to a competitive  
22 environment that's out there.

23 **Q. Is it fair to say that in the 2008 time frame**  
24 **McWane had a smaller sales force than Star or Sigma?**

25 A. Yes.

1 **Q. And at that time your sales force was on a fixed**  
2 **salary?**

3 A. Yes.

4 **Q. And historically they had limited, if any,**  
5 **ability to make pricing decisions?**

6 A. Historically, yes.

7 **Q. And did that continue in the 2008 time frame?**

8 A. I believe so. You're four years removed.

9 **Q. Understood.**

10 **As a result, would you agree with me that**  
11 **McWane was not as nimble on the sales side as Star and**  
12 **Sigma?**

13 MR. OSTOYICH: Well, I'll object because it  
14 calls for speculation, but if you can, go ahead.

15 THE WITNESS: If you ask me to speculate, I  
16 would say yes.

17 BY MR. HASSI:

18 **Q. Well, was that an opinion you held of your sales**  
19 **force at the time?**

20 A. That was an opinion I held of our  
21 competitiveness on that aspect within the marketplace.

22 **Q. I want to talk a little bit about setting**  
23 **prices.**

24 **Is it fair to say that McWane sets prices based**  
25 **on the competitive level in the market at the time?**

1 was some data done there in terms of the size of the  
2 industry at that point in time.

3 **Q. And at some point in 2008 you began to receive**  
4 **DIFRA data; is that right?**

5 A. Yes. I'm not sure which month. It's probably  
6 sometime in the first half of 2008.

7 **Q. And is it fair to say that gave you better**  
8 **information on your share of the perceived market -- or**  
9 **your share of the market? Excuse me.**

10 A. That would have given us overall tonnage share  
11 of within the DIFRA members. And then you would have to  
12 extrapolate what your overall market share would be.

13 **Q. Did you have a formula for extrapolating what**  
14 **your overall market share would be based on the DIFRA**  
15 **numbers?**

16 A. We had a guess, and it was not a  
17 sophisticated -- I think we put a number that outside  
18 of -- I think we had a number that DIFRA was 92 percent  
19 of the marketplace, but there was nothing -- nothing to  
20 substantiate that. That was a very rough estimate.

21 **Q. McWane conveys information to its customers**  
22 **about pricing using pricing letters?**

23 A. Our normal method for that marketplace, yes.

24 **Q. And at McWane for the fittings industry you're**  
25 **the one who drafts the pricing letters; is that fair?**

1 A. That's a depends. On the point in time. I  
2 would say that 2008 through current period I probably  
3 draft 75 percent of them and Jerry might draft  
4 25 percent of them. If he drafts, I review. If I  
5 draft, he reviews.

6 **Q. Okay.**

7 A. He's a -- like I said, he's not in the office  
8 too much.

9 Now, I would like to -- when you said with the  
10 letters?

11 **Q. Yes.**

12 A. If you look at this marketplace, we have  
13 150-plus accounts. They all have branches. I don't  
14 know the exact number, but there's probably a thousand  
15 or more points of sale, so it's a very spread-out  
16 marketplace or customer base to contact, and the letters  
17 going out by batch fax seem to be the most efficient way  
18 to do that because we have, like I said, probably a  
19 thousand-plus points of contact and we have, you know --  
20 the sales force has gotten bigger, but at that one point  
21 in time I think it was 10 or 12 salespeople. We have  
22 16 now.

23 **Q. Would it surprise you to learn that when you**  
24 **send out one of those batch fax letters, your**  
25 **competitors get copies as well?**

1 A. We get copies of our competitors' letters  
2 through our customers.

3 **Q. And so therefore, it wouldn't surprise you if**  
4 **they got copies of your letters?**

5 A. I don't know what happens, but it would not  
6 surprise me.

7 **Q. And when you get copies of your competitors'**  
8 **letters through your customers, do you read those**  
9 **letters?**

10 A. I probably get most of them and I do read them.

11 **Q. And you read them fairly carefully to see what**  
12 **you can learn from those letters about what your**  
13 **competitors are saying to the marketplace?**

14 A. We -- we read them. Quite frankly, we don't put  
15 a lot of faith in those letters. If you -- Jerry has a  
16 longer history than I am, but if you read the letter and  
17 then looked at what really goes on in the competitive  
18 environment, the two are not aligned.

19 So you read a letter. You try to understand,  
20 okay, this is a chess move, here's what they say, but  
21 what are they trying to do on that, and we just don't  
22 put a lot of faith in those letters. It is an input  
23 along with a whole host of other things that we look at  
24 before we make an independent decision on what we're  
25 going to do, but we don't put that much faith in those

1 letters.

2 **Q. Do you know, based on your interactions with**  
3 **customers, whether they put much faith in those**  
4 **letters?**

5 A. I couldn't answer that specifically. I've  
6 never had that conversation with a customer.

7 **Q. Is it fair to say that job pricing creates**  
8 **instability in the marketplace?**

9 A. You have to give me the definition, your  
10 definition on stability or instability because I  
11 probably have a different one.

12 **Q. Well, why don't you give me yours.**

13 A. My definition that I've used -- and it's  
14 probably my personal definition. I didn't really  
15 inherit it from anyone -- is I look at published list,  
16 published multipliers. I look at where we are actually  
17 selling at in a specific geographic area. And when I  
18 see a large spread between that, those two points, I've  
19 kind of coined that as instable.

20 And I think -- I shouldn't say I think. My kind  
21 of benchmark is, when I see more than a 10 percent  
22 spread between where pricing is published and where we  
23 are invoicing to be competitive, I start watching that  
24 area a little bit closer, so to me -- and that's my  
25 personal one. That's not a McWane guide. My personal

1 would communicate when customers would ask me -- I've  
2 got kind of a standard answer when customers ask me do  
3 you think that the marketplace will support a price  
4 increase or do you think the guys are going to support  
5 what's out there or follow what's out there, whatever  
6 you want to have. I mean, my general answer is, I  
7 don't think -- and you will see this in my other  
8 readings, is -- personal belief is I don't think we  
9 should be announcing changes in price that are  
10 increases when the current pricing levels we have  
11 aren't being supported.

12 BY MR. HASSI:

13 **Q. So that before -- your view was, before McWane**  
14 **would announce an increase, you wanted to see that your**  
15 **customers were taking that increase and that your**  
16 **competitors were pricing at that increase; yes?**

17 A. I would like to see from my own view there that  
18 if -- I will go back to my own personal 10 percent  
19 hurdle. If someone was asking us to follow or what are  
20 we going to react to an announced price increase by our  
21 competitors and I looked at our internal data that says,  
22 shoot, we're already 10-15 percent below what the  
23 current published pricing is, I personally would not  
24 move internally to support following that price action  
25 or publishing our own price action. That's my personal

1 belief.

2 **Q. So you, as a person who set pricing strategy for**  
3 **McWane, wanted stability before further increasing**  
4 **prices.**

5 A. Well, define "stability."

6 **Q. Using your definition of "stability."**

7 A. That's my personal belief, is it doesn't make  
8 sense to announce price changes if you've got more than  
9 a 10 percent variance in your current pricing. We  
10 don't -- we don't compete well in that environment.

11 **Q. And you understood in early 2008 that Sigma and**  
12 **Star had a desperate need for a price increase?**

13 A. I would assume since -- that's one of the good  
14 things if you have a plant in China. We now have a  
15 better feel for what our competitors' supply costs are  
16 because we are there. We know that they see pig iron  
17 like we see pig iron. We know their suppliers -- I  
18 shouldn't say "they" because they source. Their  
19 suppliers are probably seeing the same labor inflation.  
20 We're all subject to the currency valuation.

21 Pig iron, coke, those are all commodity prices,  
22 and so if I'm seeing \$300 a ton of inflation, I can make  
23 a pretty safe assumption that my competitors' supply  
24 houses out of China are seeing the same level of  
25 inflation.

1 **Q. And so you expected at that point in time that**  
2 **Star and Sigma had a desperate need for a price increase**  
3 **based on that information; yes?**

4 A. I would think that anybody that was in this  
5 industry that had saw the compression in volume and the  
6 compression in margins that went on over that time  
7 period preceding that would have a need for a price  
8 increase because we were underperforming what our  
9 historical profitability would be, and I would make the  
10 assumption that my competitors probably were also  
11 underperforming.

12 **Q. So Star and Sigma needed a price increase; yes?**

13 MR. OSTOYICH: Well, the way it's phrased I'll  
14 object, but go ahead.

15 THE WITNESS: I would make that assumption based  
16 on my own internal data.

17 BY MR. HASSI:

18 **Q. And you believed that they would mimic and**  
19 **verbally follow any program that McWane published; yes?**

20 A. That has been their history.

21 **Q. But there were several -- and you list them**  
22 **here -- keys to success?**

23 A. Yep.

24 **Q. Do you see that?**

25 A. Yeah. Let me read that again.

1 (Pause in the proceedings.)

2 Yes.

3 **Q. And you believed that one of the keys to**  
4 **success was that Sigma and Star's management had to**  
5 **pull price authority away from the front line sales and**  
6 **customer service personnel to add discipline to the**  
7 **process?**

8 A. Well, if you look at this here, this is what's  
9 the definition of a perfect world. And in a perfect  
10 world or utopia -- and again, this is a brainstorming  
11 document to evoke thought -- these were things in my  
12 opinion that would have to happen in order to have more  
13 stability in pricing in the marketplace.

14 **Q. And one of the things that would have to happen**  
15 **is Sigma and Star would have to pull back on project**  
16 **pricing; correct?**

17 A. Well, by its very nature, if you define  
18 "stability" -- my definition of "stability" as being a  
19 closer compression between what's published and where  
20 the actual competitive level would be, the only way you  
21 get that compression is, in a competitive environment,  
22 the level of job pricing would have to go down.

23 **Q. And for the level of job pricing to go down you**  
24 **believed that Sigma and Star had to pull management**  
25 **back -- pull pricing authority back to management and**

1 away from the front line sales personnel; yes?

2 A. That was what I said for driving a discussion.  
3 Yes.

4 **Q. And you believed you needed the support of your  
5 major customers; is that right?**

6 A. Well, I mean, again, these are brainstorming  
7 things, but, you know, job prices happen because  
8 customers pick up the phone and they're holding an  
9 auction.

10 So he's got an order in hand. He picks up the  
11 phone. He says, Hey, I got an order. What are you  
12 going to give me? Or he picks up the phone and he says,  
13 Hey, the other guy was in here and he just offered me  
14 this. What are you going to do?

15 Now, you know, you take that with a grain of  
16 salt because it's self-serving for that distributor to  
17 extract as much price out of you of what he wants, so  
18 he's going to tell you whatever he needs to tell you to  
19 get your pricing down.

20 So, you know, this whole marketplace had gone  
21 through an evolution as the volume dried up. And  
22 distributors changed the way they have done business.  
23 The manufacturers have changed the way they have done  
24 business. The whole thing has changed, but it's all  
25 based on there's not enough volume to feed anybody.

1 you can.

2 MR. HASSI: He doesn't know who his major  
3 customers are Joe, really?

4 MR. OSTOYICH: The way you're phrasing it, you  
5 haven't asked him if he knows. First you should ask him  
6 the predicate. If you don't want to do it the right  
7 way, I'm going to object to it. You're assuming  
8 something in your question. You can ask him a fair  
9 question.

10 MR. HASSI: Enough, Joe. I got your objection.  
11 Thank you.

12 BY MR. HASSI:

13 **Q. Do you know who your major customers are, sir?**

14 MR. OSTOYICH: You're provoking me by asking me  
15 to fight it.

16 MR. HASSI: Joe, enough. A short, plain  
17 statement of your objection.

18 MR. OSTOYICH: I tried. I said objection to  
19 form. You then said he doesn't know. I'm responding.

20 And I can do that.

21 BY MR. HASSI:

22 **Q. Sir, your lawyer is going to filibuster all  
23 day.**

24 **Can you tell me who your major customers are?**

25 A. Is it okay to answer that question?

1 Distributors' contractors are all worried about their  
2 own profitability and going under, and everybody is  
3 very, very aggressive on doing what they can, a little  
4 chess game moving back and forth to get the best price  
5 that they can.

6 **Q. Did you have the face-to-face meetings that are  
7 referenced in this third bullet with your customers?**

8 A. Where do you see "face-to-face"?

9 **Q. Third bullet --**

10 A. Oh, that one.

11 **Q. -- number 3, a parenthetical, "We'll need  
12 face-to-face meetings."**

13 A. No.

14 **Q. No, you didn't have those meetings?**

15 A. No.

16 **Q. You're certain of that?**

17 MR. OSTOYICH: Well, objection. Asked and  
18 answered. Now you're just arguing. He's already  
19 answered it.

20 THE WITNESS: As I stand here today, I'm certain  
21 that I didn't.

22 BY MR. HASSI:

23 **Q. In the fourth -- when you refer to major  
24 customers, who are you referring to?**

25 MR. OSTOYICH: Well, objection, but go ahead if

1 MR. OSTOYICH: I didn't hear it. Can you read  
2 it back.

3 BY MR. HASSI:

4 **Q. Who are your major customers, sir?**

5 MR. OSTOYICH: Currently? Or do you want him to  
6 define if he can --

7 MR. HASSI: Joe, I want an answer to my  
8 question.

9 MR. OSTOYICH: Then ask a question that's  
10 clear.

11 BY MR. HASSI:

12 **Q. Who are your major customers, sir?**

13 MR. OSTOYICH: Ask a clear question and you'll  
14 get a clear answer.

15 THE WITNESS: Let me respond in the time frame  
16 of this document we're discussing.

17 BY MR. HASSI:

18 **Q. That would be a good idea.**

19 A. Okay. We do keep a list of the top 100 there,  
20 but there are some that are larger than others, so you  
21 would view the major ones as Sigma -- excuse me. Those  
22 are competitors. Customers would be Ferguson,  
23 HD Supply. TDG is a buying group that consists of a  
24 pretty broad range of customers, but they negotiate as  
25 one. WinWholesale. And then you've got large

1 doing.

2 MR. HASSI: Can you read back my question,  
3 Josett.

4 (The record was read as follows:)

5 "QUESTION: How did you, at the time you drafted  
6 this, intend to get these desired messages to the market  
7 and to competitors out?"

8 BY MR. HASSI:

9 **Q. And let me be clear, sir. If you would turn  
10 back to page 4 of the PowerPoint that you created.**

11 A. Uh-huh.

12 **Q. And you have on here "Desired Message to the  
13 Market and Competitors."**

14 A. Yes.

15 **Q. When you drafted this --**

16 A. When I drafted this.

17 **Q. -- how did you intend to get the messages which  
18 appear on this page out to the market and to your  
19 competitors?**

20 MR. OSTOYICH: Well, this has been asked and  
21 answered about five times, but I'm also objecting for  
22 the record, but go ahead.

23 THE WITNESS: From reading this document, I  
24 don't recall being -- I can't answer what you're asking.  
25 I don't recall.

1 BY MR. HASSI:

2 **Q. Can you recall whether you got this message out  
3 to the market and to your competitors?**

4 A. I can recall that we sent out a pricing letter,  
5 of which you had a copy of, and it was some time  
6 probably after this was documented.

7 **Q. And can you recall any other ways in which you  
8 got this desired message out to the market and to your  
9 competitors?**

10 MR. OSTOYICH: Well, objection to the form for  
11 two reasons.

12 THE WITNESS: No. No, I cannot.

13 BY MR. HASSI:

14 **Q. Did you share these slides with anybody other  
15 than Mr. McCullough and Mr. Walton?**

16 MR. OSTOYICH: Well, I'll to be the form, but go  
17 ahead. I'm not sure you're characterizing right.

18 THE WITNESS: I don't recall specifically, but  
19 sometimes I would ask Jerry Jansen to review these for  
20 his opinion.

21 BY MR. HASSI:

22 **Q. Sir, let me show you what we've previously  
23 marked as Exhibit 1178.**

24 A. 1178. January.

25 (Pause in the proceedings.)

1 **Q. Sir, is Exhibit 1178 the letter you ultimately  
2 sent to your customers?**

3 A. Let me look at that real quick.

4 (Pause in the proceedings.)

5 I believe so. Yes.

6 **Q. And you drafted Exhibit 1178?**

7 A. I probably did because it aligns pretty close to  
8 some of the language in that one (indicating).

9 **Q. And when you wrote "it is our intention going  
10 forward to sell all products only off the newly  
11 published multipliers," what was the message you were  
12 seeking to convey?**

13 MR. OSTOYICH: Well, I'll object to the form,  
14 but go ahead.

15 THE WITNESS: It's just like anything else that  
16 would go out. You're trying to get some level of  
17 traction against a price increase you just announced.  
18 In practice, that's not what happens.

19 BY MR. HASSI:

20 **Q. Well, is the message that you're trying to send  
21 that McWane will not project-price against these  
22 multipliers?**

23 A. I think the message that we're trying to send is  
24 we just sent out a price increase and we want you to buy  
25 at our published levels.

1 **Q. Meaning not job pricing; right?**

2 A. Well, I don't think --

3 MR. OSTOYICH: Objection to the form.

4 THE WITNESS: -- anybody sends out a pricing  
5 notice and then underneath it says "just kidding." I  
6 mean, if you send out this is my pricing structure,  
7 that's what you want your customers to buy at.

8 BY MR. HASSI:

9 **Q. You go on to say, "We will continue to monitor  
10 the competitive environment and adjust regional  
11 multipliers as required to provide you with competitive  
12 pricing."**

13 **What did you intend to convey in that message?**

14 A. I think that you're going back to my philosophy  
15 is, if we have to go in an area and make -- and we're  
16 not competitive, I mean, we're losing business or we're  
17 told we're losing share, we're losing business, we're  
18 losing volume, we're not competitive, for us we would  
19 rather reduce the published multipliers than continue to  
20 erode pricing down below a specific point.

21 **Q. In the second to last paragraph, you say "we  
22 anticipate the need to announce another multiplier  
23 increase within the next six months."**

24 **What were you trying to convey with that?**

25 A. I think there's a -- there's a couple things

1 going on. You had pretty high inflation, continued  
2 anticipation of inflation. I think we said earlier  
3 here in this document that pricing was not keeping up  
4 with inflation, so we're behind there. Obviously when  
5 you're behind you'd like to catch up, and so if we saw  
6 continued inflation or other elements and we had an  
7 opportunity to get another price action in six months  
8 from now, we would probably do that because we're behind  
9 already. This is not -- this pricing action is not  
10 keeping up with where costs are going.

11 **Q. And so you're conditioning the market to expect  
12 another price increase; yes?**

13 MR. OSTOYICH: Well, the way it's phrased I'm  
14 going to object, but go ahead.

15 THE WITNESS: I'm not sure I would say  
16 conditioning to them. I think we're telling them that  
17 it's a possibility. And some of that happens because  
18 people load up on inventory. They do all sorts of  
19 things, so...

20 BY MR. HASSI:

21 **Q. And this letter is -- and the strategies  
22 outlined in this letter are the result of the discussion  
23 that you had relating to Exhibit 627 with Mr. Walton and  
24 Mr. McCullough; is that fair?**

25 MR. OSTOYICH: Well, the way it's phrased I'll

1 question, but go ahead.

2 THE WITNESS: No. I can't remember things like  
3 that four years ago.

4 BY MR. HASSI:

5 **Q. Okay. Do you recall Star announcing that it was  
6 going to follow your multiplier maps?**

7 A. I believe that there was a letter from Star  
8 after this one, and from memory I would say that they  
9 announced the same level of pricing we did on states,  
10 certain states at least.

11 **Q. Do you recall Star announcing that there would  
12 be no -- that Star would not engage in any utility  
13 project pricing nationwide?**

14 A. They had one letter out I believe with that sort  
15 of phrase, but I can't tell you the date sequence of  
16 where that one came out.

17 **Q. Let me show you Exhibit 1566, sir.**

18 **(Pause in the proceedings.)**

19 A. Okay. It looks like an e-mail chain going into  
20 HD Supply. I assume it got forwarded to us somewhere  
21 along the line.

22 **Q. Okay. So the e-mail chain is -- that you see is  
23 Star sending HD Supply multiplier maps and indicating  
24 that they're going to follow -- excuse me -- that Star  
25 is raising or matching all fitting numbers to match**

1 object to it, but go ahead.

2 THE WITNESS: I would assume, based on the  
3 timing of this document and then this document, that  
4 appears to be the case (indicating).

5 BY MR. HASSI:

6 **Q. Do you recall that Star followed your price  
7 increase?**

8 A. Of this January 11?

9 **Q. Yes, sir.**

10 A. This -- this letter does not give out specific  
11 multipliers.

12 **Q. You sent out a subsequent letter with  
13 multipliers and/or multiplier maps; is that right?**

14 A. That's what it appears.

15 **Q. Do you recall if that's what you did?**

16 A. I'm sure we did if that's what we said we were  
17 going to do.

18 **Q. Do you recall learning that Star had gotten  
19 copies of those multiplier maps?**

20 A. I couldn't tell you specifically whether they've  
21 got copies of it, from reading this.

22 **Q. I'm not asking -- I'm asking you generally.  
23 Do you recall that Star got copies of your  
24 multiplier maps?**

25 MR. OSTOYICH: Well, that's an objectionable

1 **Tyler effective February 18.**

2 **Do you see that?**

3 A. It doesn't show that they had multiplier maps in  
4 there. It looks like Star is raising or matching all  
5 fitting numbers to match Tyler effective February 18.

6 It doesn't look like there's an attachment here, so it  
7 looks like they're not doing the same thing on  
8 accessories there, and then I do see that no utility  
9 project pricing wide.

10 **Q. And you sent that on -- you sent this e-mail on  
11 to Messrs. McCullough and Walton --**

12 A. Yes.

13 **Q. -- asking --**

14 A. That's what it says.

15 **Q. Okay. And you noted --**

16 MR. OSTOYICH: Let him finish.

17 BY MR. HASSI:

18 **Q. -- note the comment "No utility project pricing  
19 nationwide that was sent to Home Depot Supply regional  
20 reps."**

21 **Do you see that?**

22 A. Yes.

23 MR. OSTOYICH: Objection to the form. Go  
24 ahead.

25 THE WITNESS: I note the comment, and I'll go

1 you, you can read the whole thing. Take your time  
2 because he doesn't have to steer you to one sentence,  
3 but go ahead. Read it and answer his question if you  
4 can.

5 (Pause in the proceedings.)

6 THE WITNESS: Okay. I didn't read the  
7 manufacturing inventory section. I figured you would  
8 not go there.

9 BY MR. HASSI:

10 **Q. Okay. Do you see in the fourth paragraph of the**  
11 **Sales/Market/Competitive Environment section you write,**  
12 **"Based upon our competitive feedback log, the level of**  
13 **multiplier discounting by both Star and Sigma appears to**  
14 **have died down significantly"?**

15 A. And that would have been the log that comes in  
16 from the sales guys on a weekly basis, what are they  
17 seeing in the marketplace.

18 **Q. Well, do you recall making this determination at**  
19 **that point in time, that the level of multiplier**  
20 **discounting by both Star and Sigma appears to have died**  
21 **down significantly?**

22 A. If I wrote that, I would have looked at  
23 something to give me that perception.

24 **Q. So you don't remember it, but you don't have any**  
25 **reason to doubt what you wrote on this page; is that**

1 fair?

2 A. I don't think I would blatantly lie to my boss,  
3 so...

4 **Q. I would hope not.**

5 **You go on to say, "As we understand it, both**  
6 **have removed pricing authority from the front line sales**  
7 **team and pushed it up higher within their**  
8 **organizations."**

9 **Do you recall writing that to your bosses?**

10 A. This is my document, so I believe that is  
11 correct.

12 **Q. And the information -- you believe the**  
13 **information was accurate at the time you wrote it?**

14 A. I believe that is. And again, that comes back  
15 from the field sales reports from the guys of what's  
16 going on at the branch level.

17 **Q. You go on to say, "Discounting is still**  
18 **available, but it now requires a more structured**  
19 **decision process."**

20 **That was accurate at the time you wrote it?**

21 MR. OSTOYICH: Well, the way you're phrasing it  
22 I'm going to object, but go ahead.

23 THE WITNESS: Again, that's -- this is my  
24 document, so I wrote that, and if I wrote that, I would  
25 have had some basis for making that statement.

1 BY MR. HASSI:

2 **Q. If you'd turn to the next page, I'm going to ask**  
3 **you a couple of questions about the top paragraph on the**  
4 **next page.**

5 A. Also, on that last one I also say, like we said  
6 before, that the letters would say that prices are going  
7 to be cut off and then, again, the save-you ratio is  
8 pretty poor. Here's another example of, you know,  
9 here's -- what I'm assuming based on that is that there  
10 was something in their announced letter about when the  
11 new pricing applies and that's not being honored. And  
12 then in the fourth paragraph I go on to talk about, as  
13 we've said here, multiplier and list is just one element  
14 of price. There's all the elements going on there. It  
15 looks like extended terms and cash discounts are going  
16 on.

17 **Q. Sir, I don't want to be rude about this. I'm**  
18 **asking you a lot of questions, and I didn't ask you a**  
19 **question there and you're giving me a lot of information**  
20 **I didn't ask for. I'm a little worried about the time**  
21 **we're going to have together and whether we're going to**  
22 **need a second day.**

23 A. Okay.

24 **Q. And so I'm just going to ask you to try and**  
25 **focus on my questions and answer my questions as best**

1 **you can, and we'll try to get through this today.**

2 **Okay?**

3 MR. OSTOYICH: And I'll remind you again, you  
4 say whatever you need to say in response to his question  
5 and you look at whatever you need to look at in response  
6 to his question.

7 MR. HASSI: The record will reflect it was not  
8 in response to a question, and that's all I'm asking.  
9 If you feel you need to fully answer my question, I'm  
10 not telling you not to do that.

11 MR. OSTOYICH: Well, by definition, he felt  
12 that, so he's going to say what he needs to say. Don't  
13 try and change the witness' testimony or cut him off.

14 MR. HASSI: All right. If we have to spend two  
15 days on this, we will. That's fine.

16 MR. OSTOYICH: You're not getting more than  
17 seven hours, so...

18 MR. HASSI: We'll see.

19 BY MR. HASSI:

20 **Q. If you look, sir, at the last sentence of the**  
21 **first paragraph on the fifth page, you write, in**  
22 **reference to Sigma, "I am pretty sure they understand**  
23 **our published position on supporting a list price**  
24 **change, so I suspect that they will put out a multiplier**  
25 **increase sometime in May."**

1 it's a -- it's another process that you have to do to a  
2 fitting that you don't do to the other types of  
3 fittings.

4 **Q. And ultimately McWane agreed to produce its**  
5 **information to the accounting office by mid-May; is that**  
6 **fair?**

7 A. That time frame seems correct.

8 **Q. Okay. Do you recall whether all four members**  
9 **agreed immediately to produce that information right**  
10 **away?**

11 MR. OSTOYICH: The way it's phrased I'll object,  
12 but go ahead.

13 THE WITNESS: I don't recall specifically, but I  
14 believe that first meeting was a general agreement on  
15 what the data would be and how it would be presented.  
16 But someone will have notes from that meeting. The  
17 lawyers should.

18 BY MR. HASSI:

19 **Q. And you would accept whatever the lawyers said**  
20 **in the notes about what --**

21 A. Yes.

22 **Q. Okay.**

23 MR. OSTOYICH: Well, that's objectionable, but  
24 go ahead. You can answer it.

25 THE WITNESS: I would have no reason to believe

1 that those would not be factual.

2 BY MR. HASSI:

3 **Q. When we were looking at Exhibit 1564, we talked**  
4 **about the fact that you suspected that Sigma would go**  
5 **out with a multiplier increase in May.**

6 **Do you recall if they actually came out with one**  
7 **in April, April of 2008?**

8 A. I couldn't tell you right now the exact date.  
9 I'm sure you have a document I can look at.

10 MR. OSTOYICH: You think somewhere buried in  
11 that stack?

12 THE WITNESS: Yeah.

13 MR. OSTOYICH: He's holding that stack for fun?

14 THE WITNESS: See, he's got more stuff than I  
15 got. That's not fair.

16 MR. HASSI: It's originally your stuff.

17 MR. OSTOYICH: Well, I object. I don't know if  
18 it's all --

19 THE WITNESS: Yeah.

20 MR. OSTOYICH: -- page numbers on it. Who knows  
21 what it is, but anyway.

22 BY MR. HASSI:

23 **Q. Do you recall McWane determining that you were**  
24 **not going to go out with a price increase until you had**  
25 **the DIFRA data?**

1 A. That was one of the things -- you know, we  
2 talked before earlier, the big list of things that we  
3 look at for that, and I believe that Leon actually did  
4 want to see that DIFRA data before we did whatever that  
5 announcement was.

6 **Q. And what was your understanding -- and did you**  
7 **want to see the DIFRA data before making a price**  
8 **action?**

9 A. I -- you know, from my personal view, we kind  
10 of already knew where our share was and where we were  
11 doing it because we have references to VMA, DIPRA or  
12 other things than that. But it was a data point that we  
13 knew that was coming.

14 I think from memory that it was a little bit  
15 late coming there. I couldn't tell you how late it was.  
16 It was -- I think it was an element in that decision  
17 process, but I wouldn't call that the most significant  
18 element.

19 **Q. What was the most significant element, if you**  
20 **recall?**

21 A. Well, I couldn't tell you the weighting, which  
22 weighting factor there is on there, but obviously, you  
23 know, you've got that whole litany that we went through  
24 earlier on where things are. They all have some  
25 weighting factor to them.

1 **Q. Okay. Notwithstanding the fact that it's your**  
2 **testimony that it was not the most significant element,**  
3 **do you recall that you did not go out with a price**  
4 **increase until you had the DIFRA data?**

5 A. We did not go out with a price increase until we  
6 got the DIFRA data.

7 **Q. And that was because Mr. McCullough wanted you**  
8 **to have the DIFRA data before announcing any price**  
9 **actions?**

10 A. I believe as one of the elements of things we  
11 would consider he wanted to look at that.

12 **Q. Let me show you a document we've marked as**  
13 **Exhibit 137.**

14 A. Okay.

15 (Pause in the proceedings.)

16 Okay. Let me see. May. April. Okay. So now  
17 we're beyond that list price change.

18 (Pause in the proceedings.)

19 Okay.

20 **Q. This is an e-mail with attachments that you sent**  
21 **to Mr. McCullough and others in the regular course --**  
22 **well -- and Mr. Walton in the regular course of your**  
23 **business?**

24 A. It appears so.

25 **Q. And at the time you sent this, you had been**

1 **working on a price increase draft; is that right?**  
 2 A. Yes. That appears to be so.  
 3 **Q. And the draft was in reaction to a price**  
 4 **increase letter that Sigma had put in the marketplace;**  
 5 **is that right?**  
 6 A. I have to look at if there's any -- but if this  
 7 is the first notification of pricing by any competitors,  
 8 and that one looks like it came from Ferguson Henderson,  
 9 which is outside of Las Vegas, in to us, then we would  
 10 have been trying to figure out what are we going to do  
 11 in response to that letter.  
 12 **Q. You were trying to figure out what you were**  
 13 **going to do and what you were going to communicate via**  
 14 **letter to the market?**  
 15 A. Well, again, I don't know whose pile you got  
 16 this into, but it looks like it went from Sigma to  
 17 Ferguson and then in to someplace else. But when you  
 18 get a -- when there's a letter like that put out to  
 19 customers, those customers will then call us and ask us  
 20 what's your response or what are you going to do, so  
 21 that starts the whole internal process of what are we  
 22 going to do, what are we going to say.  
 23 **Q. And what you were planning on doing was to**  
 24 **address misperceptions that existed in the marketplace;**  
 25 **is that right?**

134

1 A. Let me read that.  
 2 It's at rough draft C?  
 3 **Q. Yes.**  
 4 A. Okay. I don't know what the actual letter that  
 5 was put out was.  
 6 (Pause in the proceedings.)  
 7 Yes. And I would say if you -- you looked at my  
 8 earlier e-mail, and then I look at this letter from  
 9 Sigma, this is, again, a huge price increase. You know,  
 10 just like we talked about the earlier list price change,  
 11 it was, you know, we thought 25 percent on average, in  
 12 some parts over 40 percent on average, this is another  
 13 massive price increase here, announcement there, and so  
 14 we were trying to figure out what to do.  
 15 And I don't recall specifically, but you see a  
 16 massive price increase letter come out like that. Jerry  
 17 and I were probably getting quite a bit of calls from  
 18 customers in regard to that. That's a pretty  
 19 significant move.  
 20 **Q. And so one of the misperceptions you wanted to**  
 21 **address with your draft letter was that McWane did not**  
 22 **plan on going up as much as Sigma had announced it would**  
 23 **go up.**  
 24 MR. OSTOYICH: Well, I'll object to the form,  
 25 but go ahead.

1 THE WITNESS: I couldn't tell you, reading this  
 2 here, what specifically we were trying to address. I  
 3 can take it at face value of what it says that we do.  
 4 If you read that -- one, two -- the third  
 5 paragraph --  
 6 BY MR. HASSI:  
 7 **Q. Yes.**  
 8 A. -- interpreting it from this perspective, I  
 9 would read that and it would say we're not going to do  
 10 this (indicating).  
 11 **Q. Okay. And the "not going to do this," you**  
 12 **pointed to the Sigma letter, price increase letter;**  
 13 **right?**  
 14 A. Yes.  
 15 **Q. Okay.**  
 16 A. If that is a 20 to 40 percent price increase.  
 17 **Q. And one of the other things that you intended to**  
 18 **convey in your letter is is that McWane wasn't going up**  
 19 **yet and you were waiting for some additional**  
 20 **information; is that right?**  
 21 A. Yes. And this is probably a -- in some regards  
 22 a little bit of a stall tactic because that's May 24.  
 23 **Q. April 24.**  
 24 A. April 24. I don't know if we -- I don't know  
 25 when we got this, if there were earlier letters,

136

1 versions of this letter put out there.  
 2 So I don't know the time spread between when we  
 3 actually picked up this price announcement and when we  
 4 did this, but with the chatter of all the customers  
 5 calling in, that was probably a -- we need more time,  
 6 we'll respond at a later date (indicating).  
 7 **Q. And the reason you needed more time is because**  
 8 **you needed the DIFRA data; is that right?**  
 9 A. Well, we needed to digest a lot of things that  
 10 were going on.  
 11 **Q. Well, what you wrote in your cover e-mail to**  
 12 **Mr. McCullough is: "This draft would align with the**  
 13 **approach of waiting until the DIFRA data is available**  
 14 **before announcing any pricing actions"; right?**  
 15 A. And I said earlier my recollection is  
 16 Mr. McCullough wanted to see the DIFRA data.  
 17 **Q. And so one of the reasons that you were**  
 18 **announcing that you weren't ready to go up yet is**  
 19 **because you did not have the DIFRA data yet and you were**  
 20 **going to wait for the DIFRA data before announcing a**  
 21 **price action; correct?**  
 22 A. I think that was one of the things that we were  
 23 looking at in addition to all the other stuff that we  
 24 normally do.  
 25 **Q. Let me show you Exhibit 138 --**

1 can't recall specifically when that data was supposed to  
2 be out. If you read this from what I sent to Leon, it  
3 would appear that that's around that time  
4 frame (indicating).

5 BY MR. HASSI:

6 **Q. Do you recall that Star had followed -- had**  
7 **announced they would follow Sigma's price increase?**

8 A. At this point I don't recall that, but if you  
9 could show me the letter, we can talk about it.

10 **Q. Do you recall that both Sigma and Star started**  
11 **verbally retracting those price increases?**

12 A. I don't recall that specifically, but if -- if  
13 you want me to look at letters, we can talk about it.

14 **Q. Well, do you recall that they started retracting**  
15 **it after you put out the May 7 letter?**

16 A. I don't recall that specifically.

17 **Q. Let me show you what we've marked as**  
18 **Exhibit 1568.**

19 A. Okay.

20 **Q. This is an e-mail you wrote in the regular**  
21 **course of your business at McWane?**

22 A. Yes. Sent it to Thomas and sent it to Leon.

23 **Q. And do you see you wrote, "Also, Sigma and Star**  
24 **are verbally retracting the May 19th date"?**

25 A. Yes, I do.

1 **Q. And that's the price increase that we were just**  
2 **referring to?**

3 A. Effective --

4 **Q. You're looking at your letter. You probably**  
5 **have to look at Sigma's letter which was attached to**  
6 **Exhibit 137.**

7 A. May 19. Okay.

8 **Q. Do you see that?**

9 A. I understand.

10 **Q. Okay. So you were reporting to**  
11 **Messrs. McCullough and Walton that at this point in time**  
12 **Sigma and Star were verbally retracting the May 19 date.**

13 **Do you see that?**

14 A. Yes, I do.

15 **Q. And do you understand that to be as a result of**  
16 **the May 7 letter that you drafted?**

17 MR. OSTOYICH: Well, the way it's phrased I'll  
18 object to it, but go ahead.

19 THE WITNESS: That's not what I'm saying, but if  
20 you ask me to interpret it now, that would appear to be  
21 the case.

22 BY MR. HASSI:

23 **Q. Do you recall being concerned that the DIFRA --**  
24 **well, strike that.**

25 **Do you recall learning at some point that all of**

1 **the DIFRA data had been submitted to Sellers Richardson,**  
2 **the accounting firm?**

3 A. I know I made a couple inquiries to see of the  
4 status of that, but I don't know how that or if that was  
5 confirmed.

6 **Q. You inquired of Margaret Powell at**  
7 **Sellers Richardson whether the DIFRA data was in?**

8 A. I don't know Margaret, but if she was a  
9 contractor and administrative person, I do remember  
10 asking for that.

11 **Q. Do you recall being concerned that you didn't**  
12 **have the DIFRA report because you needed to get a price**  
13 **increase announcement consistent with your May 7 letter**  
14 **out to the market?**

15 A. Well, I don't recall that in specific, but  
16 again, when you have something like this comes out, your  
17 customers are pestering you pretty hard to -- what are  
18 you going to say about that. And if Mr. McCullough  
19 wanted to see the DIFRA data before sending out this  
20 announcement, I probably would have been wanting to get  
21 that data (indicating).

22 **Q. I want to make sure we have a clear record.**  
23 **You're pointing at documents and saying "this," and**  
24 **so --**

25 A. Oh.

1 **Q. So you've got a Sigma announcement -- let me try**  
2 **and I'll try and do this so we do it quickly.**

3 **You've got a Sigma announcement in April --**

4 A. Yes.

5 **Q. -- that's creating uncertainty in the**  
6 **marketplace.**

7 A. I would say so.

8 **Q. Okay. And you're getting questions from your**  
9 **customers about it, so you send out a letter on May 7**  
10 **designed to address the misperceptions that exist in the**  
11 **market; yes?**

12 MR. OSTOYICH: Well, I'll object to it, but go  
13 ahead.

14 THE WITNESS: It's designed I think to basically  
15 say that we're not going to do this, but we're not sure  
16 what we're doing (indicating).

17 MR. OSTOYICH: Just you're pointing. You need  
18 to say what you're pointing to so it's clear.

19 BY MR. HASSI:

20 **Q. And the May 7 letter, you weren't waiting for**  
21 **the DIFRA data to send the May 7 letter. In the May 7**  
22 **letter you were saying we're waiting for the DIFRA data**  
23 **before we announce what we're doing; yes?**

24 MR. OSTOYICH: Well, I'll object to the  
25 characterization, but go ahead.

1 after receiving this and something a little bit more  
2 in-depth a week or so later.  
3 **Q. And do you recall that the same day that you**  
4 **received this and did an analysis, McWane announced a**  
5 **price increase?**

6 MR. OSTOYICH: I'll object the way it's phrased,  
7 but go ahead. You can answer it.

8 THE WITNESS: It was fairly soon after this. If  
9 you have a letter that's got a date on it, I would say  
10 that those would correlate.

11 BY MR. HASSI:

12 **Q. Okay. Well, let me just show you Exhibit 139.**

13 A. Okay.

14 **Q. And the e-mail at the top of the page I don't**  
15 **think you were copied on.**

16 A. Okay.

17 **Q. But the e-mail below that I take to be your**  
18 **analysis of the DIFRA data, but tell me if that's**  
19 **correct.**

20 (Pause in the proceedings.)

21 A. That appears to be correct.

22 Bullet 4, "suggest the data is accurate," I  
23 think that data was inaccurate and had to be  
24 resubmitted, but...

25 **Q. Okay.**

1 A. I did not read the e-mail above. Are we going  
2 to discuss that?

3 **Q. No.**

4 A. Okay.

5 **Q. No. So you got -- if you look at Exhibit 52, on**  
6 **6-17 at about 2:41 p.m. you got the DIFRA data and at**  
7 **about 3:20 you circulated your -- as you say, a quick**  
8 **comparison file that you threw together; right?**

9 A. Uh-huh.

10 **Q. And you gave an "uh-huh" to that. I need you to**  
11 **tell Josett what your answer was.**

12 A. "Uh-huh" in Yankee language is "yes."

13 **Q. Okay. And then let me show you what we've**  
14 **marked as Exhibit 1576 --**

15 MR. OSTOYICH: As a Red Sox fan I object to  
16 that.

17 BY MR. HASSI:

18 **Q. -- and see if you recognize -- or see if this**  
19 **refreshes your recollection that later that same day you**  
20 **announced a price increase.**

21 A. Yes.

22 And I think the earlier comment is we had looked  
23 at quite a while back several pricing options, one at  
24 8 percent and one at 12 percent, and it looks like we  
25 did go with the 8 percent.

1 **Q. Okay.**

2 A. And that was 8 percent when we said the other  
3 one was like 20 to 40 percent.

4 **Q. In 2008 you also considered selling**  
5 **DISA-produced items to Sigma.**

6 **Do you recall that?**

7 A. I believe Sigma asked us if we would sell them  
8 product.

9 **Q. And do you recall how that request came to you**  
10 **from Sigma?**

11 A. I do not, but most likely through  
12 Mitchell Rona.

13 **Q. Do you recall, did you provide the response to**  
14 **Mr. Rona?**

15 **Well, let me back up.**

16 A. We have sold DISA fittings at some point in time  
17 to Sigma, but I don't know whether we did at that  
18 particular point in time.

19 **Q. Okay. Let me just see if this refreshes your**  
20 **recollection. It's Exhibit 1703.**

21 A. March 10 and this is --

22 **Q. And there's a March 10 e-mail at the top and**  
23 **then there's an earlier e-mail --**

24 A. So this predates all these documents here.

25 **Q. Yeah. You can put those other documents -- I've**

1 **sort of moved to a different topic. You can put those**  
2 **other documents away.**

3 A. All these go away?

4 **Q. Yeah.**

5 A. In the discard pile.

6 MR. OSTOYICH: She's going to take them.

7 BY MR. HASSI:

8 **Q. My question really is just, looking at your**  
9 **e-mail to Victor Pais at the bottom of the page, does**  
10 **that refresh your recollection that actually you**  
11 **proposed to Mr. Pais selling items, and then at some**  
12 **point the conversation became one between you and**  
13 **Mr. Rona?**

14 A. I actually don't remember the initial  
15 conversation with Mr. Pais.

16 **Q. So it's possible that someone else at McWane had**  
17 **the conversation with Mr. Pais; is that --**

18 MR. OSTOYICH: Well, I object.

19 THE WITNESS: I don't know.

20 MR. OSTOYICH: -- to the question, but go ahead.

21 THE WITNESS: I don't know.

22 BY MR. HASSI:

23 **Q. Do you know whether Mr. Page and Mr. Pais**  
24 **speak?**

25 A. I wouldn't be privy to that.

1 high and we're struggling to load the schedule.  
2 ...struggle to load the schedule even with the GFD  
3 down." You know, a pretty difficult time for volume for  
4 us in the plant at that time.

5 **Q. In 2008 if you could have added volume to the**  
6 **plant, you could have helped bring your costs down; is**  
7 **that right?**

8 A. And it looks like what we proposed for pricing  
9 was just a little bit above variable cost, so all this  
10 is doing is absorbing a small amount of fixed cost.  
11 While I don't say it here, the thing we were worried  
12 about there is the schedules were so light, we were  
13 worried about losing the talent, the maintenance people  
14 and the other high-skilled labor out of that plant, so  
15 having -- even if you could just cover your cost, if you  
16 could just run more time, that would eliminate the risk  
17 of more skilled employees leaving.

18 **Q. Now, Sigma opted at this point in time not to**  
19 **buy fittings from you; is that right?**

20 A. I can't remember.

21 **Q. Let me show you a document, Exhibit 1571.**

22 A. Dated February.

23 (Pause in the proceedings.)

24 (Discussion off the record.)

25 THE WITNESS: Yeah. And that pricing was --

1 would have not been normal markup pricing. It was just  
2 a little bit above variable costs, and variable costs  
3 don't include idle plant.

4 BY MR. HASSI:

5 **Q. Okay. So Sigma, by getting that, might**  
6 **understand that you have a pretty low variable cost to**  
7 **produce items with the DISA; is that right?**

8 A. Well, they would -- it looks like what we did  
9 here is we pegged the quote that we provided them to our  
10 perception of what the costs out of China were and had a  
11 reference check that at least that pricing was above our  
12 variable cost.

13 **Q. Okay.**

14 A. But Sigma would have to make their own  
15 assumption as to how much profit or how much loading  
16 that we put into that.

17 **Q. And although -- well, so in the e-mail that I**  
18 **just handed you, 1571, does that refresh your**  
19 **recollection that Sigma decided not to pursue the option**  
20 **of buying from McWane at this point?**

21 A. That's what I am saying.

22 **Q. And you do, however, say that making this offer**  
23 **had the benefit of reinforcing the point that with the**  
24 **DISA and your TXX facility you were in a different**  
25 **competitive cost game than what Sigma had been used to**

1 **in the past?**

2 A. That's what I said in this e-mail.

3 **Q. And you saw that as one of the benefits of**  
4 **providing them the cost quote; correct?**

5 MR. OSTOYICH: Well, I'll object to the form,  
6 but go ahead.

7 THE WITNESS: I would say this is -- like all  
8 things we've talked about here, these are all moves in a  
9 competitive chess match with very aggressive  
10 competitors.

11 BY MR. HASSI:

12 **Q. I asked you earlier today about when the DIFRA**  
13 **meeting that you attended in Birmingham was. Let me**  
14 **just show you Exhibit 1560 and see if this refreshes**  
15 **your recollection.**

16 **You can put those away.**

17 MR. OSTOYICH: She's not going to hear you. You  
18 were catching that --

19 THE WITNESS: Oh, I'm talking to myself. I'm  
20 sorry.

21 (Pause in the proceedings.)

22 Yes. I'm not sure, the subject V-mail on  
23 Consolidated, what that means, but this is a time stamp  
24 that says I got back on March 28, so that would say  
25 that the meeting happened sometime closely prior to

1 that.

2 BY MR. HASSI:

3 **Q. And DIFRA -- the members of DIFRA had determined**  
4 **at this point in time that the members would be**  
5 **U.S. Pipe, McWane, Sigma and Star?**

6 A. I think that was set up prior to that first  
7 meeting on the original setup of DIFRA. I couldn't tell  
8 you the date of when that started.

9 **Q. And U.S. Pipe -- I think you testified to this**  
10 **this morning, but U.S. Pipe was no longer making**  
11 **fittings at this point in time, were they?**

12 A. They were no longer making fittings; they were  
13 selling fittings.

14 **Q. They were selling fittings that they would have**  
15 **bought from one of the other members of DIFRA?**

16 A. Or Metalfit or wherever they were getting their  
17 fittings from. I don't know their source of supply  
18 exactly. They did buy from us.

19 **Q. They bought from McWane?**

20 A. I believe they bought from McWane domestic  
21 fittings, and they were probably buying from several of  
22 those people, and I don't know whether they bought from  
23 Metalfit or not.

24 To make that comment, I don't know their  
25 complete source of supply.

1 **Q. Do you recall when DIFRA members stopped**  
2 **reporting?**

3 A. I think DIFRA existed for about six months,  
4 roughly, for reporting. I think -- I know there were  
5 two -- two -- two of the months had errors in the data.  
6 I think that was two out of six or a third, so I think  
7 that was -- I think they reported for around six  
8 months.

9 **Q. Do you recall that in February of 2009 that two**  
10 **DIFRA members failed to report their January data?**

11 A. I couldn't give you the specific date of that.

12 **Q. I show you 1278, Exhibit CX 1278.**

13 **Does that refresh your recollection that you**  
14 **reported to Mr. Walton and Mr. McCullough in February of**  
15 **2009 that two of the DIFRA members had not reported**  
16 **their January data?**

17 A. That's what it says here. I have no reason to  
18 discredit that.

19 **Q. And you knew one of the two was Sigma; is that**  
20 **right?**

21 A. I would assume because Tom Brakefield is an  
22 employee of Sigma.

23 **Q. And you had a conversation with Mr. Brakefield;**  
24 **is that right?**

25 MR. OSTOYICH: The way it's phrased I'll object,

1 **Q. We talked earlier this morning about a new list**  
2 **price increase --**

3 A. Are we done with these guys (indicating)?

4 **Q. Yes -- a new list price increase that McWane**  
5 **issued in 2009? Do you recall that?**

6 A. LP5091.

7 **Q. Okay. Do you recall what Sigma's reaction was**  
8 **to that price increase?**

9 MR. OSTOYICH: Well, the way it's phrased I'll  
10 object, but go ahead.

11 THE WITNESS: I recall I think Larry wrote a  
12 pretty scathing letter or some form about that, about  
13 that list price change. And that is the list price that  
14 I commented earlier that we started actually working on  
15 August-September of 2008.

16 BY MR. HASSI:

17 **Q. Did you have an understanding as to why Mr. --**  
18 **you said "Larry." You mean Mr. Rybacki?**

19 A. Yes.

20 **Q. Do you understand why Mr. Rybacki had a scathing**  
21 **response to your price increase?**

22 MR. OSTOYICH: Well, the way it's --

23 THE WITNESS: It was not a price increase.

24 MR. OSTOYICH: Hang on.

25 The way it's phrased I'm going to object for the

1 but go ahead.

2 THE WITNESS: I don't remember, but here it  
3 says "per," so that would be an assumption reading the  
4 text.

5 BY MR. HASSI:

6 **Q. Do you recall in or about February of 2009**  
7 **having a conversation with Mr. Brakefield?**

8 A. No, I do not.

9 MR. OSTOYICH: Well, objection to form, but go  
10 ahead.

11 THE WITNESS: No.

12 MR. HASSI:

13 **Q. Do you recall that he supported continuing**  
14 **DIFRA?**

15 A. Well, I don't remember that conversation, so I  
16 couldn't remember the context of it if it happened.

17 **Q. Do you see here that you wrote, "Off the record**  
18 **Tom would like to see the organization continue so he**  
19 **may lend some support"?**

20 **Is that a reference to Mr. Brakefield's interest**  
21 **in continuing DIFRA?**

22 A. That would appear to be so.

23 **Q. And you had an interest in continuing DIFRA at**  
24 **that point in time; right?**

25 A. Yes, we did at that time.

1 record, but go ahead.

2 MR. HASSI: I'll amend the question.

3 BY MR. HASSI:

4 **Q. Do you recall why Mr. Rybacki had a scathing**  
5 **response to your new price list?**

6 MR. OSTOYICH: Same objection, but go ahead.

7 THE WITNESS: I think he put something in a  
8 letter. We can read that and try and guess what he was  
9 thinking.

10 BY MR. HASSI:

11 **Q. Was one of the reasons that you restructured**  
12 **prices to compress the dollar per pound on**  
13 **large-diameter fittings?**

14 A. Yes. And that was a stated reason of ours  
15 internally. It was -- no. We went through that  
16 earlier. That was an outcome of that. What we said  
17 internally was that the prior list price was not, in my  
18 mind, rational. I couldn't tell you where a list price  
19 came from on a fitting or why this one was different  
20 than that one, so our attempt internally with this one  
21 is to restructure the list price to make it what we  
22 would view as rational from a manufacturer's  
23 perspective.

24 **Q. One of the things you were trying to do is give**  
25 **Sigma and Star less room to discount on published**

1 I'll object, but go ahead.

2 THE WITNESS: Obviously, that would be  
3 something that -- if you're going to sell to your  
4 competitor on that, you would actually do a risk versus  
5 reward or positive versus negative scenario, so at the  
6 time that I wrote that for brainstorming purposes,  
7 those were the two factors that I wanted to discuss.

8 BY MR. HASSI:

9 **Q. Right.**

10 **And so the higher the risk that your competitor**  
11 **was going to enter with their own domestic line, the**  
12 **greater McWane's incentives to sell to them instead;**  
13 **correct?**

14 MR. OSTOYICH: Well, the way it's phrased I'll  
15 object, but go ahead.

16 THE WITNESS: Yes. But I will put this is  
17 May 26, probably not long after they approached us, and  
18 nobody has any information here. Everybody is  
19 guessing.

20 So like I said, a brainstorming document based  
21 on a lack of -- a lack of information.

22 BY MR. HASSI:

23 **Q. Between the time that you did this**  
24 **brainstorming in May of 2009 and when you actually**  
25 **signed an agreement with Sigma in September 2009, did**

1 weeks after this document, whenever the AWWA show is  
2 there, now you've got something else in the pot, which  
3 is Sigma is asking us to produce for them, and then Star  
4 makes an announcement, and obviously Sigma has some  
5 response to that.

6 So the situation here certainly gets more  
7 complicated within a matter of a couple of weeks.

8 BY MR. HASSI:

9 **Q. It gets more complicated, but does the decision**  
10 **as to whether or not to sell to Sigma and the risk and**  
11 **reward associated with that change as a result of Star's**  
12 **entry or announced entry?**

13 A. I would think it would change, and you probably  
14 would see that through future notes of mine.

15 **Q. Isn't what you were doing here with Sigma is**  
16 **buying an insurance policy against Sigma's entry?**

17 A. I'm not sure --

18 MR. OSTOYICH: The way it's phrased I'll object  
19 to it, but go ahead.

20 THE WITNESS: I'm not sure that's completely  
21 accurate.

22 **Q. Well, did you view entering into an MDA with**  
23 **Sigma as an insurance policy against Sigma's entry into**  
24 **the domestic market?**

25 A. Our --

1 **that risk analysis change?**

2 **In other words, the weighing that I just talked**  
3 **about, did that change?**

4 MR. OSTOYICH: I'll object to the form, but go  
5 ahead if you can.

6 THE WITNESS: Knowing me, there are probably  
7 multiple documents when I've looked at this thing and  
8 probably different -- knowing me, there's probably a  
9 spreadsheet out there that put some more definitive  
10 numbers into those two points. But as time evolved, we  
11 would have gotten more information and had more time to  
12 study, and so we would have had more data on which to  
13 make that business decision.

14 BY MR. HASSI:

15 **Q. Right. And I don't think my question was clear,**  
16 **and so forgive me.**

17 **Over that period of time, as you continued your**  
18 **analysis, you continued to weigh the risk Sigma would**  
19 **enter against the benefit that you would derive by**  
20 **selling to Sigma; right?**

21 A. Well --

22 MR. OSTOYICH: Objection to form. Go ahead if  
23 you can.

24 THE WITNESS: But the other thing that's in the  
25 mix is Star is not in the play here, so within several

1 MR. OSTOYICH: Object to the form, but go  
2 ahead.

3 THE WITNESS: Obviously our position and  
4 thought process with what the appropriate response to  
5 Sigma's request was evolved over time. And I think if  
6 you look at my personal view is at the time that we  
7 signed the MDA, my personal view was that that was  
8 probably not the right thing to do.

9 BY MR. HASSI:

10 **Q. And the reason your personal view was that that**  
11 **was not the right thing to do was because you did not**  
12 **think that Sigma was likely to actually enter the**  
13 **domestic market with its own sourcing?**

14 MR. OSTOYICH: Object to the form. Go ahead if  
15 you can.

16 THE WITNESS: As we said before, decisions  
17 evolve as more information comes into play. At some  
18 point in time there are reports that Sigma was working  
19 a deal with Mueller, all sorts of information coming  
20 in. And I believe at the time of the signing of the  
21 MDA it was clear to me at least that I believed that  
22 they had been somewhat bluffing in terms of their  
23 position and ability to enter into the MDA. That was my  
24 personal choice not to do that, but, you know, this was  
25 something we discussed internally, and as a business we

1 that risk that they're going to do that, is it  
2 5 percent, 10 percent, 30 percent.  
3 In many respects, I think if you'll read through  
4 some of my documents, I think Sigma -- my personal view  
5 might have been that it would have been better for us if  
6 Sigma would have tried to enter the domestic market on  
7 their own, because my perception at that time that had  
8 evolved over several months was that they -- I believe  
9 that they had a poor strategy that ultimately would have  
10 given them a black mark for poor execution with the  
11 customers.

12 BY MR. HASSI:

13 **Q. Do you think Star got a black mark for poor  
14 execution with the customers?**

15 A. From --

16 MR. OSTOYICH: Objection to the form, but go  
17 ahead if you can.

18 BY MR. HASSI:

19 **Q. For their domestic entry, in other words.**

20 A. From what I understand from customers is Star  
21 had significant delivery issues, that their stated  
22 position and what they professed on Web sites,  
23 documents, trade shows, allusions, was ahead of their  
24 actual ability.

25 **Q. Do you recall -- this is going to be a different**

1 **subject.**

2 **Do you recall getting some questions from  
3 Mr. Page --**

4 MR. OSTOYICH: You don't want to follow up on  
5 that?

6 BY MR. HASSI:

7 **Q. Do you recall getting some questions --**

8 MR. OSTOYICH: I'm sorry.

9 MR. HASSI:

10 **Q. -- from Mr. Page about the average market level  
11 of pricing for restraints?**

12 A. As I said earlier, it's fairly rare to get  
13 direct things from Ruffner on that. We were talking  
14 about getting into the restraint business. I actually  
15 wanted McWane to broaden their product line. We did  
16 that with bringing in nondomestic valve boxes. We were  
17 looking at restraints. The fact that we were looking at  
18 that probably at some point in time would have been on  
19 Ruffner's radar screen through Leon, but I don't  
20 remember a specific conversation. But if you have a  
21 document, I can refresh my memory, try to answer your  
22 questions.

23 **Q. When you were thinking about coming in in the  
24 restraints market, were you thinking about coming in at  
25 a price below Sigma and Star?**

1 MR. OSTOYICH: Well, the way you're phrasing it  
2 I'll object, but go ahead if you can.

3 THE WITNESS: I'd have to read that, that  
4 document there.

5 BY MR. HASSI:

6 **Q. Go ahead and read that document, Exhibit 1572.**

7 A. Okay.

8 (Pause in the proceedings.)

9 Okay.

10 **Q. Do you recall a conversation or some questions  
11 from Mr. Page about the market pricing on restraints?**

12 A. I don't recall specifically, but based on this,  
13 it appears that he asked me some questions.

14 **Q. And you say, to Mr. Jansen, "I need to start  
15 calculating how much it would cost those boys" -- and I  
16 take that to be a reference to Sigma and Star -- "if we  
17 sold anywhere from a 0.23 to a 0.25 as our everyday  
18 price and drug them down with us."**

19 **Do you see that?**

20 A. I do see that.

21 **Q. Why were you considering at this point in  
22 time -- well, strike that.**

23 **Is that a reference to selling restraints at  
24 prices below the market price that Sigma and Star were  
25 quoting at that point in time?**

1 A. I don't know what their published pricing was at  
2 this point in time, so I can't tell you what a .23 or  
3 .25 was against their published pricing.

4 **Q. What did you mean when you said "and drug them  
5 down with us"?**

6 A. What I believe that it meant is -- let me give  
7 this in general. We had a perception, based on market  
8 intelligence, that -- restraints was a market that we  
9 were not participating in, but restraints was a very  
10 profitable market segment there.

11 So we had a perception that on the import side  
12 of the business here, because Star was not a domestic  
13 restraint supplier, that profits or large profits being  
14 realized from restraints would be supplementing very low  
15 pricing on fittings.

16 **Q. And so you would consider bringing the pricing  
17 down on restraints to prevent them from subsidizing low  
18 prices on fittings; is that right?**

19 A. That is one potential strategy that you would  
20 discuss as you're throwing things on the wall.

21 **Q. And that was something you were considering  
22 doing in February of 2009.**

23 MR. OSTOYICH: Well, the way it's phrased I'm  
24 going to object to it, but go ahead if you can.

25 THE WITNESS: I would say in February 2009

**Richard Tatman**  
**Investigational Hearing Excerpt**

**In the Matter of:**

**McWane/Sigma**

*July 21, 2010*  
*Richard Tatman*

**Condensed Transcript with Word Index**



**For The Record, Inc.**  
**(301) 870-8025 - [www.ftrinc.net](http://www.ftrinc.net) - (800) 921-5555**

Page 6

1 sworn by the notary, was examined and testified as  
 2 follows:  
 3 EXAMINATION BY COUNSEL FOR THE FTC  
 4 BY MR. RENNER:  
 5 Q Mr. Tatman, good morning.  
 6 A Good morning.  
 7 Q Thank you for coming to speak with us  
 8 today. Mr. Tatman, where are you employed?  
 9 A McWane, Inc.  
 10 Q What position do you hold in McWane, Inc.?  
 11 A Currently I'm the vice-president and  
 12 general manager of Tyler Union, which is a division of  
 13 McWane that falls underneath their Valve and Hydrant  
 14 Group.  
 15 Q How long have you held that position?  
 16 A It went through a reorg. A little over two  
 17 years I believe.  
 18 Q What position -- did you hold a position at  
 19 McWane before two years ago?  
 20 A Yeah. I came to McWane in May of 2006 as  
 21 the general manager of Tyler Pipe, which kind of  
 22 evolved through a restructuring. I can go through the  
 23 details of that, if you want.  
 24 Q What were you before you took the position  
 25 at Tyler Pipe?

Page 7

1 A Directly before that, a company called  
 2 Regal Beloit for about a year, and then 19-some years  
 3 prior to that, General Electric did -- our business  
 4 division of General Electric was sold to Regal Beloit.  
 5 Q Regal Beloit, what industry is that?  
 6 A Motors, electric motors.  
 7 Q And Tyler Pipe, can you tell us a bit about  
 8 Tyler Pipe, what products it makes?  
 9 A Tyler Pipe was an acquisition by -- going  
 10 from history here, though, so I should know the story.  
 11 Tyler Pipe was an acquisition by McWane company, I  
 12 believe, in 1995, and Tyler Pipe -- it got three  
 13 different business units there. And I'll kind of  
 14 refer to plants and business units, and maybe this  
 15 will come up in later questions.  
 16 The north plant builds pipes for the  
 17 plumbing industry, soil pile and soil fittings. Those  
 18 are gray iron castings primarily used in commercial  
 19 construction. You're going to see that -- the pipe,  
 20 in, like, a parking garage, the overhead, cast iron  
 21 pipe. That's the north plant.  
 22 The south plant there, which is currently  
 23 idle -- we can talk about that later -- built ductile  
 24 iron waterworks fittings. Then they had a business  
 25 called Wade Drain, and Wade Drain produced specialty

Page 8

1 drains for commercial plumbing applications.  
 2 Sometimes you go in your bathrooms and look at grates.  
 3 It will say Wade in it, especially the castings. They  
 4 had abandoned manufacturing on Wade, and that was all  
 5 source products from China.  
 6 When I came into McWane, I had Tyler Pipes.  
 7 So I had the Tyler Pipe portion of the plumbing  
 8 business, the Tyler Pipe portion of the ductile iron  
 9 fittings business in the south plant, and Wade Drain.  
 10 Union Foundry was not under my P&L, but that also  
 11 produced ductile iron waterworks fittings as did Tyler  
 12 Xian Xian, which is our facility in China, that as  
 13 general manager of Tyler Pipe, I did not have.  
 14 Q Who was the manager overseeing Union's  
 15 waterworks fittings business?  
 16 A Tim Douty was an AGM there, assistant  
 17 general manager. At that point in time, when I came  
 18 to work for Tyler Pipe, I worked for David Green. And  
 19 David Green had various businesses within McWane. One  
 20 was he had Tyler Pipe, which was those three segments.  
 21 He had Union Foundry also, and he also had the East  
 22 Penn facility, which was also plumbing.  
 23 David Green really had more direct control.  
 24 Tim Douty would have been mostly manufacturing.  
 25 Q I understand.

Page 9

1 In your current position, what business  
 2 units are you overseeing?  
 3 A I have the Tyler south plant. So Tyler  
 4 Texas is a split site. Part of it is in our plumbing  
 5 division; part of it is in my division, which is the  
 6 waterworks fittings business. I had the Tyler south  
 7 plant, which is currently idled. We stopped  
 8 production there in November of 2008. I have Union  
 9 Foundry in Anniston, Alabama. Then I have the Tyler  
 10 Xian Xian operation in Hubei province of China.  
 11 Q Who reports to you currently?  
 12 A Key players, you've got my national sales  
 13 managers, Jerry Jansen, so he's going to report direct  
 14 into me. Kent Brown, who runs Union Foundry as the  
 15 AGM there. I replaced -- when we shut down south  
 16 plant, I moved Kent there and eliminated Tim Douty's  
 17 job, so Kent manages Union Foundry operation.  
 18 Mr. Zhang is a Chinese national. He runs Tyler Xian  
 19 Xian, and he reports to me. Basically everybody with  
 20 the sales and production aspect of those locations  
 21 reporting to me.  
 22 The only -- because Tyler Texas is now a  
 23 split site, the controller, John Springer, is a dual  
 24 reporting. John will be reporting to me, and he's  
 25 also reporting to the gentleman who has the Tyler

Page 46

1 knew their cost on an item basis, because they buy it.  
 2 It's very easy to determine what your cost  
 3 is on an item when you're writing a purchase order for  
 4 it. When you're manufacturing it, you don't tend to  
 5 know the exact cost of building a six-inch 45. You  
 6 know plant cost there, and it's a little more broad.  
 7 Plus our customer service people aren't trained or we  
 8 don't have enough of them to be able to do that, so we  
 9 do not account for volume in our list price. We do  
 10 not account for volume in our published multiplier  
 11 prices. And probably shame on us, but we don't  
 12 account for volume items within our job pricing.

13 Q Is it fair to say that the -- that the --  
 14 your oddball fittings -- let's take a six-inch C item  
 15 and then a six-inch A item. Is it fair to say the  
 16 six-inch C item has a price that does not reflect its  
 17 fully allocated cost; some of the cost of the  
 18 production for that C item is being recouped on the A  
 19 item?

20 A Because the way we do things, it's all  
 21 peanut butter. That is correct. One of the things we  
 22 had is -- I'm sure we -- we are going to get into this  
 23 in more detail. If you look at our business -- and  
 24 let's just talk about our domestic business, domestic  
 25 foundry business. I had two foundries operational.

Page 47

1 Between those two foundries, they're capable of  
 2 producing 75 -- mid-70s tonnage a year.

3 We've been decimated by imports. Imports  
 4 have come into the marketplace, and they've basically  
 5 changed the game. So the domestic foundry industry  
 6 basically died off. We're the last guy standing  
 7 producing fittings domestically. U.S. Pipe got out of  
 8 it. Griffin got out of it. Everybody else got out of  
 9 it.

10 The only two people that stayed is McWane  
 11 stayed through 30 inches as a full-line supplier, and  
 12 ACIPCO, which is American Cast Iron Pipe Company,  
 13 abandoned their small diameter production, but they  
 14 retained 30 inch to 40 inch. Everybody else abandoned  
 15 it. It's just been hammering on a cost game. Because  
 16 if you look at the marketplace for ductile iron  
 17 waterworks fittings pre-ARRA, about probably the 2008  
 18 time frame, which is probably the most -- about 15 to  
 19 maybe at the most 18 percent of the total market  
 20 demand for ductile iron waterworks fittings requires  
 21 domestic specs.

22 Obviously Pennsylvania's heavy because  
 23 you've got the Pennsylvania Steel Act, and then beyond  
 24 that, it's just specifically municipalities that want  
 25 domestic specs. It's a hit and miss. You go around

Page 48

1 the Dallas area, and certain segments of Dallas want  
 2 domestic specs, and the city right next to them  
 3 doesn't care. It's whatever the cheapest price is.

4 If you look at what was going on with us  
 5 over that time period, the world was changing. Things  
 6 were flooding in from China, low imports. The  
 7 importers were very aggressive in going out and we  
 8 call it busting domestic specs. They go in and work  
 9 with the City engineers. Why are you having a  
 10 domestic spec? This product is cheaper. It's  
 11 equivalent; it's a one-for-one replacement.

12 You've got a lot of the old guard City  
 13 engineers that were in their 60s, had a little red,  
 14 white, and blue flag. The new guys coming in don't  
 15 care. It's an easy time to bust specs. So what we  
 16 saw is imports flooding into the marketplace, the  
 17 demand for domestic-only specs dwindling to where in  
 18 2008, somewhere between 15 to 18 percent of the  
 19 marketplace -- I'm sitting here with two foundries. I  
 20 can't run them.

21 The first action we took, quite frankly, is  
 22 we kept producing, and our inventory got through the  
 23 roof. At one point in time, I got 50,000 tons of  
 24 inventory sitting in the yard because we were  
 25 over-producing. Then we went ahead and I took an

Page 49

1 action. I took the south plant from two shifts to one  
 2 shift, and I shut down -- in Anniston, there's three  
 3 molding lines in Anniston. There's a disa, a GFD, and  
 4 B1. I shut down the GFD, and we're trying to run  
 5 Anniston in two shifts.

6 We've basically got two foundries limping  
 7 along. It's a cost disaster thing, because U.S.  
 8 foundries want to run every day, and they want to run  
 9 two shifts. We tried that for a while, and the  
 10 situation got worse, you know, as the market demand  
 11 starts slowing down. So in November of 2008, we end  
 12 up idling the south plant. And I had that.

13 And I could still vividly remember, I  
 14 didn't sleep the night before. I had to walk into the  
 15 managers' meeting in the morning, and these are guys  
 16 that most of the part are in their 50s, and late 50s.  
 17 They've been in that industry and that foundry for  
 18 20 years, and basically you have to walk in and tell  
 19 them they don't have any jobs anymore 'cause we're  
 20 shutting down the plant. I can tell you, walking out,  
 21 it's still a little emotional for me. I've got grown  
 22 men up there crying. I'm crying. A lot of people had  
 23 their hearts and lives into that. It burns a little  
 24 memory into you.

25 We end up idling that plant. Almost couple

Page 74

1 order, swing by your regional yard, pick it up, and go  
 2 right to the contractor. So from my perspective, I've  
 3 got to ship it into the distributor or ship in into  
 4 the contractor, and pay that sort of freight plus pay  
 5 backside rebate programs and extended terms to  
 6 distributors.  
 7 Q How would it affect your cost of sales if  
 8 you could sell directly to contractors?  
 9 A You would need more sales-  
 10 -- theoretically, you would need more salespeople, but  
 11 you would be spending less -- I think -- I can't give  
 12 you specific answer to that. I don't think it would  
 13 be terribly more expensive. I have to actually go  
 14 backwards and qualify my other answer.  
 15 I'm going to sell through a distributor  
 16 because I have distributors in that area. If I  
 17 don't -- if it was the state of Arizona and I don't  
 18 have a strong distributor in the state of Arizona,  
 19 there's nothing that keeps -- I don't have a  
 20 distributor that wants to pick up my product, then of  
 21 course, I'm going to sell right to the contractor  
 22 because I've got nobody to upset. If I could sell  
 23 straight to the contractor, I would. But I don't  
 24 because I have my distributors in that area serving  
 25 that contractor who want to buy my product and

Page 75

1 distribute it.  
 2 Q Are there any benefits that you realize  
 3 through selling through distributors? Are there any  
 4 services that they're offering you or functions that  
 5 they're assuming on your behalf that you don't have to  
 6 discharge yourself?  
 7 A Well, you know, they obviously collect  
 8 money from contractors. I think the lower you go down  
 9 in the food chain, the harder it is these days to get  
 10 your money. They're going to absorb the risk from  
 11 that contractor. Some of the stuff goes direct, but  
 12 some of the items do go out of their distribution yard  
 13 with local stock. We could sell contractors large  
 14 jobs and big jobs, but you know, when the guy wants to  
 15 just buy two or three fittings because he's got a  
 16 repair job, that's obviously tougher to serve.  
 17 There's a portion of the marketplace that  
 18 you could serve effectively straight into contractors  
 19 which, quite frankly, is where the money is at which  
 20 are these big jobs, project jobs that are running  
 21 50 miles of pipe someplace. You don't really need a  
 22 distributor for that. There's other segments that's  
 23 just little repair work or some other things going on.  
 24 You can't serve 100 percent of the business without  
 25 distributors.

Page 76

1 Q Especially for these smaller jobs, are  
 2 there one-stop shopping benefits from the standpoint  
 3 of a contractor to work with a distributor who's got  
 4 all the products that they would need for a particular  
 5 project rather than just dealing with Tyler Union for  
 6 fittings, U.S. Pipe for pipe, someone else for the  
 7 hydrant, someone else for the valves? Is that a  
 8 dynamic that you would recognize?  
 9 A Clearly. There's a savings there, not  
 10 having to deal with five or six different entities and  
 11 coordinate that. That's the value of what a  
 12 distributor brings. I think, again, that depends on  
 13 what the situation is. I know for pipe, if you look  
 14 at a typical job, a waterworks job, about five percent  
 15 of material cost on a waterworks job is ductile iron  
 16 fittings. A lot of it is pipe. That's kind of where  
 17 the money is at.  
 18 As we understand it and as we got feedback  
 19 from customers, Star is packaging fittings with  
 20 Griffin and selling that as a package deal into a job.  
 21 Now, they may go through distribution as a selling  
 22 feed, just not to upset that distribution, but it's  
 23 coming in as a package price. Pipe guys will sell  
 24 direct. They don't go through distribution.  
 25 Q Does selling through distributors allow

Page 77

1 Tyler Union to leverage the sales force that  
 2 distributors have?  
 3 A Obviously, if I'm going to try to hit every  
 4 contractor that's out there, I'm going to need a  
 5 bigger sales force.  
 6 Q Do distributors have that sales force and  
 7 the relationship with the contractors?  
 8 A They would because, again, they have more  
 9 people within their total organization than what I'm  
 10 going to have.  
 11 Q Am I right in thinking that given your  
 12 druthers, you would rather sell directly to the  
 13 contractor than deal with distributors?  
 14 A If I had the capability of doing it, I  
 15 would probably be more profitable.  
 16 Q Do you have any sense of what sort of  
 17 investment it would take you to be in a position to  
 18 sell directly to contractors rather than go through  
 19 distributors?  
 20 A No. I can't give you -- I can't give you a  
 21 valid figure for that.  
 22 Q Do distributors tend to deal exclusively  
 23 with one supplier of ductile iron fittings?  
 24 A No. We got a couple of small independents  
 25 that probably use us primarily, but all the

Page 78

1 distributors of size will deal with three or four  
 2 people.  
 3 Q Why is that?  
 4 A Because they hold -- they can leverage  
 5 price more that way. You can pick up the phone and  
 6 say, What's your price; what's your price; what's your  
 7 price? It's a commodity item. Fittings are a  
 8 commodity item. From a form, fit, and function, mine  
 9 are the same as everybody else's. So it becomes a  
 10 pricing game there and a little bit of a service game.  
 11 But primarily pricing on that.  
 12 Even our largest accounts that we have,  
 13 they all buy from multiple people. HD Supply and  
 14 Ferguson, they're buying from Star, and they're buying  
 15 from us, and they're buying from SIGMA. Corporately  
 16 those are the people they support, and then at the  
 17 branch level, the guy's not supposed to do it, but  
 18 he'll bring in a Serampore product or whoever will  
 19 give him a deal at that level.  
 20 Q In the past --  
 21 A Let me put it this way. There's not a lot  
 22 of loyalty. We would like there to be loyalty. We  
 23 would like to promote our brand. We would like them  
 24 to be our distributors and support our product, but  
 25 there's not a lot of loyalty out there.

Page 79

1 Q What does supporting your brand mean in the  
 2 context of this industry? Do you make any investments  
 3 in promoting your brand or somehow encourage brand  
 4 loyalty? What do you mean by that?  
 5 A Everybody tries to support and promote  
 6 their brand. If you look -- in the industry, if you  
 7 went out and you polled a thousand people and said,  
 8 you know, who's the primary source of ductile iron  
 9 waterworks fitting, they'd say Tyler, because we've  
 10 been here the longest. We're still the largest loss  
 11 share. We're still the largest on that.  
 12 We cover both subsegments of that product  
 13 line. We have the non-domestic fittings, and we have  
 14 the domestic fittings on that. We certainly would  
 15 like them to have loyalty to our brand. We'd like it  
 16 to be preferred that they get Tyler Union products  
 17 there. That's why you have websites, and that's why  
 18 you have promotional material, and that's why you go  
 19 to trade shows. That's why you have sales force  
 20 talking about your brand and your product.  
 21 Although we're also selling a commodity  
 22 product, everybody wants to go out and push that we're  
 23 different. You want support of your brand.  
 24 Q Do you have a line item in your budget for  
 25 promotional efforts to support your brand?

Page 80

1 A That's just under the sales budget. I  
 2 couldn't tell you that it's broken out in that  
 3 specific of a line item.  
 4 Q Do you engage in advertising directed at  
 5 end users?  
 6 A Uh-huh.  
 7 Q Through what channels?  
 8 A I use trade magazines.  
 9 Q Can you give me some examples?  
 10 A AWWA Journal will be out there. There's a  
 11 couple magazines that we start advertising in there,  
 12 and we've actually started advertising here lately  
 13 just promoting the brand image of our domestic  
 14 product, reinforcing the image of our brand domestic  
 15 product.  
 16 Q Were those activities going on before the  
 17 passage of the ARRA?  
 18 A We didn't actually do any advertising that  
 19 I knew of, except in the last couple years. That's  
 20 really more when we folded underneath Leon McCullough,  
 21 Clow had done advertising, and we started using the  
 22 same ad organization that the rest of Leon's  
 23 businesses do. And they do an annual contract with  
 24 them, and we get our proportionate share of that, so  
 25 the advertising of that, which is still not heavy, a

Page 81

1 couple times of year really started when Leon took  
 2 over our business.  
 3 Q Beyond the trade publications that you  
 4 mentioned, are there any other mediums that you're  
 5 using to promote your brand to end users?  
 6 A You know, the guys, the sales force, every  
 7 once in a while will walk into local water  
 8 authorities, have a learning lunch day or something  
 9 like that. They're just trying to do -- to do that.  
 10 We represent on technical committees and things like  
 11 that to try and support the industry and then support  
 12 your brand.  
 13 Q What are you spending on these activities a  
 14 year?  
 15 A I don't have that as an individual  
 16 line-item budget, so I can't tell you.  
 17 Q Ball park on the advertising?  
 18 A I would only be guessing.  
 19 Q Under \$100,000 a year?  
 20 A Probably.  
 21 Q Are the markets that distributors are  
 22 serving local in nature? Are these regional markets  
 23 that the distributors are serving?  
 24 A They are historically fairly local because  
 25 the contractor base was local. Although, that has

Page 182

1 Mr. Walton at Tyler Union. It's dated June 24th,  
2 2009. Mr. Tatman, just take a moment to familiarize  
3 yourself with the document. You can look up when  
4 you're finished.  
5 A Okay.  
6 Q Mr. Tatman, what situation were you  
7 reacting to when you wrote this e-mail?  
8 A I couldn't tell you specifically, but I  
9 think this is part of what I mentioned earlier is just  
10 an unfolding dialogue internally brainstorming,  
11 discussions of what to do in regards to what's going  
12 on -- potentially going on in the domestic segment of  
13 the marketplace. This is, what, June 24th? I think  
14 the earlier ones were May. This is still pretty early  
15 on in the process, and you've got a lot of guesses and  
16 assumptions of what's going on and not a lot of hard  
17 data.  
18 Q Is this after the AWWA trade show that you  
19 referred to earlier?  
20 A I believe so because we talked about Star.  
21 We didn't know that Star had a domestic program until  
22 that trade show.  
23 Q So Mr. McCullough is asking you for your  
24 thoughts on Star's announcement, domestic production  
25 at the AWWA trade show; is that fair?

Page 183

1 A I don't think he specifically mentions that  
2 or the AWWA trade show. I think in general he's  
3 asking about Star's program and potentially what they  
4 would do to enter the marketplace.  
5 Q I'd like to just walk through your e-mail  
6 at the top of Exhibit 74 and get a sense of what you  
7 were thinking. In the first paragraph, why did you,  
8 quote, "agree that at this stage, the chance for  
9 profitable cohabitation with Star owning a pc" -- I  
10 assume that's "piece," sir?  
11 A Yes.  
12 Q -- "owning a piece of the domestic market  
13 is slim." Why did you think that?  
14 A Well, again, I'll preface that to you're  
15 very early on in the process. You don't understand a  
16 lot, so you've got a lot of assumptions and guesses  
17 going on here without a lot of valid data. The  
18 soil-pipe industry and especially on a regional basis  
19 on the West Coast has gotten, to this date, where no  
20 one is making money or they're profitable on the West  
21 Coast, as Star has entered that marketplace and  
22 continued to just drive prices down to get volume.  
23 So if I look -- the only reference we  
24 have -- we have Star as a competitor on the  
25 non-domestic side. Outside of that, the reference we

Page 184

1 have is what they had done recently entering the  
2 soil-pipe and soil-fittings market, especially on the  
3 West Coast and the impact of the market dynamics of  
4 that. And I would assume, based on that, that by the  
5 nature, they would normally be very, very, very  
6 aggressive with pricing.  
7 Q And why is that? Why, in your experience,  
8 are they sort of aggressive with pricing?  
9 A I can't speak for Star, so I can only give  
10 my personal opinion on that. They're not a  
11 manufacturer. They are a broker or reseller of  
12 product. Whereas, we think, from a viewpoint of a  
13 manufacturer that has to run a facility not only for  
14 this year but long-term, they are a broker or  
15 reseller, that as long as they're making some amount  
16 of incremental margin on a transaction, it's better to  
17 do more.  
18 So I think their mind-set would be  
19 different than what you would get from a manufacturer  
20 who has to have a certain quality of earnings to  
21 reinvest in the facility and maintain the facility.  
22 It's just a different mind-set when all you're doing  
23 is buying and reselling.  
24 Q In the second paragraph you write that  
25 Tyler Union needs to, quote, "need to make sure that

Page 185

1 they don't reach any critical market mass that will  
2 allow them to continue to invest and receive a  
3 profitable return."  
4 A Uh-huh.  
5 Q Several questions. Why did Tyler Union  
6 need to do that? What's a critical market mass? And  
7 what would happen once Star got there?  
8 MR. OSTOYICH: Chris, can I hold on for one  
9 second. Could I ask you to read the whole sentence.  
10 MR. RENNER: Yes. Of course.  
11 MR. OSTOYICH: Just so the record is clear.  
12 MR. RENNER: Quote, "if their claims are  
13 ahead of their actual capabilities, we need to make  
14 sure they don't reach any critical market mass that  
15 will allow them to continue to invest and receive a  
16 profitable return," unquote.  
17 BY MR. RENNER:  
18 Q Same questions.  
19 A If you look at things about market mass --  
20 this is all tied back to volume. I'll go back to --  
21 I'm sorry if it's getting to be a worn-out record, but  
22 at the time frame we've got here -- this is June --  
23 we've got a plant that's dying or not able to run it.  
24 We don't see any volume in sight going on there, and  
25 we're getting worried that someone's going to come in

Page 230

1 might have been an element in my decision process, but  
 2 I can't tell you how big of a factor that would be for  
 3 them.  
 4 Q Focusing just on the Slide 7 for a moment,  
 5 the response options that you're considering, can you  
 6 just walk us through what would be involved in what  
 7 you're calling the wait-and-see approach, the handle  
 8 on a job-by-job-basis approach, and then the third  
 9 option.  
 10 A Again, I'll have to preface, this is very  
 11 early on in the process. This is a strategy that  
 12 evolved, and you've got response options when, quite  
 13 frankly, you really don't know what you're responding  
 14 to at this point in time. You tend to probably go  
 15 worst case scenario when you're doing this thing. So  
 16 I've got to time preference that.  
 17 Wait and see is basically do nothing. Just  
 18 wait and see what they've got. Basically don't do  
 19 anything and sit idle. Essentially Star came out  
 20 June 16th or around that time frame and publicly made  
 21 a lot of big claims. We've got this. We're going to  
 22 have product out by I think September or sometime  
 23 fairly short. We got a full product line. You look  
 24 at our published list price. We've got every SKU out  
 25 there. We're through 48 inch. We've got every

Page 231

1 coating, every lining. We've got domestic restraints.  
 2 So wait and see would be let's just wait  
 3 and see what they actually have. Wait and see would  
 4 be the old, Don't react to a ghost. There's nothing  
 5 there.  
 6 Did that answer that question?  
 7 Q It did, sir.  
 8 A Handle on a job-by-job basis would just be  
 9 don't go out and do anything broad-brush. It's a  
 10 little bit more reactive than wait and see, but you  
 11 know, wait for particular job. You get a situation  
 12 where your customer calls us and says, Look, we got a  
 13 problem here because we're bidding on this job in  
 14 Ardmore, Pennsylvania, and our competitor or another  
 15 distributor is bidding on that job, and we think he's  
 16 using Star material, and here's what the contractor's  
 17 telling us we have to do. And just decide on a  
 18 case-by-case basis what's the appropriate response.  
 19 Q Sir, would that scenario arise if Star had  
 20 entered with a short line rather than the fuller  
 21 product line that you now understand them to have  
 22 entered with?  
 23 A No. I mean again, we don't know what they  
 24 had here at this particular time. In general, a  
 25 job-by-job approach is what it is. You would just

Page 232

1 take it -- the individual circumstances around that  
 2 particular job would make a decision on rather than  
 3 trying to account for the whole marketplace. So it's  
 4 more of a rifle shot than a shotgun approach.  
 5 Q When you write that the job-by-job approach  
 6 might have an effect on the profitability of the  
 7 business, can you just walk us through how that would  
 8 work?  
 9 A Yeah. It's a little bit of what you would  
 10 call whack-a-mole theory on this thing. What you  
 11 really worry about is Star historically has been a  
 12 very aggressive and sometimes irrational -- it's  
 13 always irrational to you, because you don't know what  
 14 they're doing on that. We look at some of the things  
 15 they've done in the marketplace, and we have some  
 16 ex-Star employees that had worked for McWane, left and  
 17 went to work for Star and came back and basically  
 18 said, I don't understand these guys.  
 19 One comment that Marla Drake had, I had a  
 20 job. I had it lined up. I had the price, and Dan  
 21 McCutchen told me come and lower the price. I said,  
 22 Why? I've got the job.  
 23 We want to shake things up.  
 24 So we have a perception, whether it's true  
 25 or not, that they're a little bit irrational for what

Page 233

1 they do, and they just like to shake things up. What  
 2 you have to worry about here, if you're going to chase  
 3 things on a job-by-job basis is first of all, it adds  
 4 to this, quote, "instability" in the marketplace,  
 5 because you don't know what your marketplace pricing  
 6 is going to be because it varies job by job.  
 7 The other thing you have to worry about  
 8 there is there's two things Star can do. They can  
 9 either drive prices down because they want that  
 10 business, or they can go around and chase a bunch of  
 11 jobs and throw down low numbers because they know  
 12 we're going to react to it. By driving profitability  
 13 out of our business, in some ways that benefits their  
 14 business.  
 15 Whether or not they could have served that  
 16 job or not, if you're going to sit there and you're  
 17 going to hyper-react to everything they do, that's not  
 18 a bad strategy because if you're a guy that's got most  
 19 of the market share, again, do I take prices down?  
 20 And Star wants to lower prices 20 percent. Do I take  
 21 down all my prices 20 percent to keep them from  
 22 growing by 500 tons? That's a big bill. What are  
 23 they really trying to do? Are they trying to develop  
 24 and grow their business, or are they trying to just  
 25 take profitability out of our business? You don't

Page 234

1 know.  
 2 Q Was that concern as live an issue for you  
 3 whether Star Pipe had a very short line or whether it  
 4 had a broad product line? Does that question make  
 5 sense?  
 6 A A little bit. And I think, at this stage,  
 7 we didn't know. I can only read this now and assume,  
 8 but at this stage, we probably assumed that they had a  
 9 fairly short product line.  
 10 Q So the possibilities outlined under No. 2  
 11 here with possibilities that could happen even if Star  
 12 only had a short product line; is that your testimony?  
 13 A Yes. And I am ad-libbing there with the  
 14 assumption this is where the time is and we didn't  
 15 know, and I don't think we believed at that point in  
 16 time they were going to be really committed to this  
 17 business. It doesn't say that here, but I think  
 18 that's more likely than not what the thought process  
 19 was.  
 20 Q I see. And then if we could talk about  
 21 Response Option 3.  
 22 A Okay.  
 23 Q What approach did you have in mind here?  
 24 A Essentially what you're asking your  
 25 distributor for is, you know, in a theoretical sense,

Page 235

1 the distributor is supposed to be an extension of the  
 2 manufacturer. It's supposed to represent the  
 3 manufacturer's best interest on that thing. We said  
 4 the world is changed. It used to be a long time ago,  
 5 a distributor was aligned with a manufacturer, and  
 6 that's who you went to market with. And this  
 7 distributor was aligned with that manufacturer.  
 8 That's still very true in the pipe world,  
 9 you know. The guy's either a Griffin Pipe guy or  
 10 McWane Pipe guy. It's very true in the  
 11 valve-and-hydrant industry, much more focused where  
 12 the guy sells Mueller or he sells Kennedy. He doesn't  
 13 sell everybody else. The ductile iron fittings  
 14 portion of this waterworks market is much more  
 15 convoluted where everybody will just sell anybody  
 16 because we're viewed as much more of a commodity  
 17 business there.  
 18 So certainly what you're trying to drive is  
 19 back down to the old, historical distributor basis  
 20 where they pick who their manufacturer that they want  
 21 to represent, and that's who they partner with and go  
 22 to market with. Again, if you look at what we're  
 23 trying to do here, we're trying to protect volume for  
 24 a facility that, in June of 2009, is in pretty bad  
 25 shape from a volume standpoint. And there's no

Page 236

1 outlook on the horizon that says things are going to  
 2 get any better.  
 3 Q When you write that this approach would  
 4 avoid -- quote, "avoid the job-by-job-auction scenario  
 5 within a particular distributor," what scenario are  
 6 you trying to prevent here?  
 7 A I think it's a little bit of the "chasing  
 8 the ghost" theory there. Like we said, when you go  
 9 job by job, especially against a competitor that you  
 10 really don't know what they have -- we don't know  
 11 anything at this point in time -- the fear there is  
 12 you're chasing a ghost; that Star could have the  
 13 ability to just go out and start flowing, quote, low  
 14 prices out there.  
 15 Whether or not they can deliver on that  
 16 price, you don't know. So do you react to it? If  
 17 Star goes out and says, Okay, I took that job;  
 18 distributor calls you up and says, Look, I got a quote  
 19 from Star; they're 20 percent below you, well, on the  
 20 non-domestic side, we have to either react to that or  
 21 walk away. Because we know there's an established  
 22 player with broad product line, and if that price is  
 23 at all rational, then more than likely, we trust the  
 24 input there because if we don't take it or match that  
 25 price, they're just going to buy with the other guy.

Page 237

1 In this case, you really don't know if you  
 2 say, Okay, should I lower my price 20 percent? Was it  
 3 a legitimate offer? Could they actually supply on  
 4 that? And then where does it stop? They could just  
 5 go to every single job and start blowing out numbers  
 6 and essentially drive the profitability out of your  
 7 business and you're not reacting to a true competitive  
 8 situation; you're reacting to a mirage.  
 9 Q Would that be a rational strategy over the  
 10 long-term? Wouldn't Star run some risk in that  
 11 scenario if they were, in fact, not able to deliver?  
 12 A Eventually -- over the long-term,  
 13 eventually you're going to come out and figure out  
 14 that -- actually, you find out they don't -- only way  
 15 you're going to find out how good they are is to let  
 16 them have this. That's the only way you're going to  
 17 find out. You have to see whether or not they  
 18 deliver. There's the -- No. 1 was -- and again, you  
 19 understand this is brainstorming here. So these are  
 20 things we could do, not necessarily things we did do,  
 21 or there was not a recommendation here that I  
 22 understand.  
 23 One thing, let's just sit back and see what  
 24 they got. Let's not even react to them.  
 25 Q The third point under -- the second point

Page 242

1 product line to be a more viable supplier, that cost  
 2 causes you to spend more money. You also have to take  
 3 a look at that issue. These patterns are pretty cheap  
 4 coming out of China. \$1,500 to \$10,000. But \$10,000  
 5 are the big ones, the 48 inches. If you're talking  
 6 about the smaller diameter where the volume is, you  
 7 have 1,500, \$2,000, or \$2,500 for a pattern. If I got  
 8 to go from 50 to 150, I got to spend another hundred  
 9 patterns times \$3,000, it's \$300,000. If you're  
 10 really committed to this business, that's not a big  
 11 investment. If you're not committed to it and you  
 12 just want to dabble and play and see what you can get,  
 13 maybe that's a lot of money.  
 14 Q In this item that's under "discussion," you  
 15 mention securing major distribution. What did you  
 16 mean by "major distribution," and why was that a  
 17 concern to you? Are you making some distinction  
 18 between large national distributors and smaller  
 19 independent players?  
 20 A I probably was there. Obviously, if you  
 21 are supplying through HD Supply, you're supplying  
 22 Ferguson, with that one decision from a corporate  
 23 basis, you spread out some more points. If you're  
 24 going to be dealing with the small independent that's  
 25 only located in the city of Portland and has one

Page 243

1 branch, then that takes an amount of resources and  
 2 relationship-building just to get one.  
 3 If you can go into HD Supply corporate or  
 4 Ferguson corporate and have them supply your product  
 5 and bring you on board, you just get -- it's just  
 6 quicker.  
 7 Q So would you say it's fair -- is it fair to  
 8 say, from the standpoint of a new entrant into the  
 9 waterworks fittings business, that selling through a  
 10 major national distributor like HD Supply or Ferguson  
 11 is a more efficient way to market than selling through  
 12 smaller independent distributors?  
 13 A Well, it depends what you mean by  
 14 efficient. As the word goes, the bigger you are, the  
 15 more hammer you have. You tend to be more profitable  
 16 selling to a small distributor than a big distributor  
 17 because the bigger the guy is the more leverage he has  
 18 and the more he uses it. I wish that wasn't so. So  
 19 from a cost-efficiency standpoint, my business would  
 20 be a lot better off if it went back to all the small  
 21 independents who were around and we didn't have  
 22 national distributors.  
 23 And for us, when you look at this, the  
 24 concern we have about picking up a large national  
 25 account is really tied to that volume and impact on

Page 244

1 the plants. So I've got a plant that's serving for  
 2 volume. I can maybe take the hit of losing a small  
 3 independent in a small regional area and the guy buys  
 4 20 tons from me. Not that I don't care about 20  
 5 tons. That's not going to cause me to close down the  
 6 plant.  
 7 If I use an HD Supply or Ferguson, that's  
 8 harder for me to replace that volume. A lot of that  
 9 for us, in terms of major distributorship and what  
 10 that means to us, we tie that back to the volume that  
 11 that particular account means to our facility.  
 12 Q I see.  
 13 MS. KALLAY: In addition to the cost  
 14 associated with having a fuller line, is there a time  
 15 factor?  
 16 THE WITNESS: Obviously there would be. It  
 17 takes time, but we were actually unpleasantly  
 18 surprised at how quick things happened. We went to  
 19 that pattern shop where Star was getting almost 600  
 20 patterns made. It's one of the better pattern shops  
 21 in China. It's got a bunch of C&C Equipment. It was  
 22 quite large, and per the owner, he was spitting out 20  
 23 patterns a week.  
 24 We typically deal with smaller, little more  
 25 mom-and-pop pattern shops. They're little more

Page 245

1 economical. This guy was pretty big and pretty  
 2 automated. The fact he was spitting out 20 patterns a  
 3 week for Star was a little bit scary. If you got to  
 4 add 100 patterns, from the guy in China, you give him  
 5 five weeks, and he's got 100 more patterns.  
 6 You do have to bring those back in and you  
 7 have to qualify them at your foundry and do  
 8 first-article inspection. And actually probably the  
 9 gating item, in hindsight, from here for anyone  
 10 entering this thing is who they're dealing with  
 11 domestically and what their resources are left in  
 12 these foundries that have been starved for volume and  
 13 how quickly can they absorb the patterns and do the  
 14 first-article work.  
 15 Did that answer your question?  
 16 MS. KALLAY: Yes.  
 17 MR. RENNER: Let's take a break for a  
 18 moment.  
 19 (Discussion off the record.)  
 20 (A brief recess was taken.)  
 21 BY MR. RENNER:  
 22 Q Mr. Tatman, is there something about the  
 23 exhibit that we're currently examining that you'd like  
 24 to bring to my attention?  
 25 A Yeah. Just when I go down through this,

Page 278

1 want to be a domestic fitting producer. Everybody  
 2 else would invest money and be a full-line domestic  
 3 fitting producer, and everybody would go out to  
 4 municipalities and convince the world that we need to  
 5 support domestic foundries and domestic specs. All I  
 6 care about is the volume.  
 7 I'm not hung up about my share. Share only  
 8 to me means volume. I'd rather sell 25,000 tons of  
 9 domestic fittings and have 40 percent share of the  
 10 market than I would to sell 10,000 tons of fittings  
 11 and have 98 percent of the marketplace. It's just  
 12 volume to me. That's all that is.  
 13 Q But the answer to my question was, yes,  
 14 just to get a short answer. A benefit to you, I asked  
 15 you, is that the same thing as a hindrance to Star?  
 16 A By virtue --  
 17 MR. OSTOYICH: I thought your question was  
 18 something different. Maybe I'm wrong. I thought you  
 19 asked him did he think that distributors were  
 20 perceived this a certain way.  
 21 MR. RENNER: I did. What I asked him is  
 22 whether the uncertainty of what McWane would do in the  
 23 event a distributor purchased a Star fitting either in  
 24 the -- under the September 22nd letter or under one of  
 25 these corporate rebate programs was a benefit to

Page 279

1 McWane and a hindrance to Star. Mr. Tatman, testified  
 2 that he believed it was a benefit to McWane.  
 3 BY MR. RENNER:  
 4 Q Correct?  
 5 A More than likely that would be correct.  
 6 Q And I'm just clarifying the record that  
 7 that means it would also be, more than likely, a  
 8 hindrance to Star; is that correct?  
 9 A Yes. The analogy, if you look at Star's  
 10 incremental rebate program for doing double the  
 11 business with me, if you hit the one million mark you  
 12 get this much back to dollar one; you hit the million  
 13 and a half dollar mark, you get back to one. As soon  
 14 as you're -- the fourth quarter and you're \$300,000  
 15 away from hitting that next level, where is the  
 16 customer going to shove business to?  
 17 Customers are going to shove business  
 18 whatever maximizing -- whatever opportunities they  
 19 have to put together to maximize their own interest is  
 20 what they're going to do. All we can do as  
 21 manufacturers is give them options. I give them  
 22 options. They freely choose. They're going to choose  
 23 whatever option serves their purpose.  
 24 Q Thank you.  
 25 A If I want to give the guy a two-percent

Page 280

1 rebate and somebody else wants to give him 10-percent  
 2 price and 10-percent price means more than two-percent  
 3 rebate, I'm gone.  
 4 Q I have one more topic I'd like to cover in  
 5 the hearing.  
 6 A Okay.  
 7 (A brief recess was taken.)  
 8 BY MR. RENNER:  
 9 Q Mr. Tatman, did you have an additional  
 10 point you wanted to make?  
 11 A Just -- and the problem with going through  
 12 some of these documents, maybe the way I'm  
 13 responding -- everything is always a lot deeper.  
 14 There's more facets than what we're covering here.  
 15 One thing I forgot about, you look at Ferguson there.  
 16 The other dynamic going on with Ferguson is they  
 17 were -- remember, I said earlier how the customers are  
 18 upset with you, they vote with their wallet and their  
 19 feet?  
 20 Ferguson, on the plumbing side of their  
 21 business, had an issue with Star for something that  
 22 happened with a company called CalSteam out in  
 23 California. They were very upset with Star and was  
 24 purposefully shifting I think even non-domestic  
 25 business away from Star to SIGMA and to Tyler Union.

Page 281

1 So because of that, we felt pretty comfortable, given  
 2 what they were doing, that they were not going to  
 3 entertain Star on the domestic side of the waterworks  
 4 fittings business.  
 5 So there's always more facets going on than  
 6 just this.  
 7 Q That raises an interesting point. If you  
 8 can look at Exhibit 76, I believe, the exhibit you  
 9 have in front of you. This is the document  
 10 entitled --  
 11 A Is this the one where I've got it kind  
 12 of --  
 13 Q -- "Star Review."  
 14 A This is the PowerPoint?  
 15 Q Yeah.  
 16 A Okay.  
 17 Q If we could look at the second page of the  
 18 presentation, Bates No. 287, the fourth bullet down,  
 19 this is entitled, "What we know for sure."  
 20 A Okay.  
 21 Q The fourth bullet down indicates that Star  
 22 met with Ferguson's plant division the week of  
 23 June 22nd. Were you aware of some interest on  
 24 Ferguson's part to possibly partner with Star and sell  
 25 their domestic fittings?

**William Thees  
Deposition Excerpt**

Page 1

1 UNITED STATES OF AMERICA  
 2 BEFORE THE FEDERAL TRADE COMMISSION  
 3 OFFICE OF ADMINISTRATIVE LAW JUDGES  
 4 PUBLIC DOCKET NUMBER 9351  
 5  
 6  
 7  
 8  
 9  
 10 IN THE MATTER OF:  
 11  
 12 McWANE, INC.,  
 13 a corporation,  
 14 and  
 15 STAR PIPE PRODUCTS,  
 16 a limited partnership,  
 17  
 18  
 19  
 20  
 21  
 22 DEPOSITION OF  
 23 BILL THEES  
 24 FRIDAY, JUNE 1, 2012  
 25

Page 2

1 APPEARANCES:  
 2  
 3 ON BEHALF OF THE FEDERAL TRADE COMMISSION:  
 4 Mr. Andrew K. Mann, Esq.  
 5 Anticompetitive Practices Division  
 6 601 New Jersey Avenue, NW  
 7 NJ-6205  
 8 Washington, D.C. 20001  
 9  
 10 ON BEHALF OF BILL THEES and FERGUSON  
 11 Mr. David Meeker, Esq.  
 12 Deputy General Counsel & Assistant Secretary  
 13 P.O. Box 2778 (23609-0778)  
 14 12500 Jefferson Avenue  
 15 Newport News, Virginia 23602-4314  
 16 Ms. Kristina Van Horn, Esq.  
 17 Hunton & Williams  
 18 1751 Pinnacle Drive, Suite 1700  
 19 McLean, Virginia 22102  
 20  
 21 ON BEHALF OF McWANE:  
 22 Mr. William C. Lavery, Esq.  
 23 Baker Botts, LLP  
 24 1299 Pennsylvania Avenue, NW  
 25 Washington, D.C. 20004-2400

Page 3

1  
 2 STIPULATIONS  
 3  
 4  
 5 It is agreed by and between the parties through  
 6 their respective counsel, that the deposition of  
 7 BILL THEES, be taken before Mary Elizabeth Aliff,  
 8 Court Reporter and Notary Public for the State of  
 9 Virginia at Large, in the above-entitled matter, to  
 10 be held at the corporate offices of Ferguson  
 11 Enterprises, Inc., located at 12500 Jefferson Avenue  
 12 in Newport News, Virginia on the 1st day of June  
 13 2012 commencing at 9:00 a.m.  
 14  
 15  
 16  
 17 It is further agreed that the following  
 18 proceedings shall be marked Confidential.  
 19  
 20  
 21  
 22  
 23  
 24  
 25

Page 4

1 INDEX  
 2 DIRECT EXAMINATION  
 3 by Mr. Lavery page 5 - 67 page 152 - 160  
 4 CROSS EXAMINATION  
 5 by Mr. Mann page 67 - 152 page 161 - 161  
 6  
 7 DEFENSE EXHIBITS:  
 8 Exhibit No. 1 FEI-00002442  
 9 1/22/10 email page 33  
 10 Exhibit No. 2 McWane-024786  
 11 6/15/09 email page 37  
 12 Exhibit No. 3 FEI-00002443  
 13 9/4/09 email page 40  
 14 with attachments  
 15 Exhibit No. 4 McWane-336645 - 46  
 16 9/22/09 email page 52  
 17 with attachments  
 18 11/16/10 Bill Thees Transcript  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28  
 29  
 30  
 31  
 32  
 33  
 34  
 35  
 36  
 37  
 38  
 39  
 40  
 41  
 42  
 43  
 44  
 45  
 46  
 47  
 48  
 49  
 50  
 51  
 52  
 53  
 54  
 55  
 56  
 57  
 58  
 59  
 60  
 61  
 62  
 63  
 64  
 65  
 66  
 67  
 68  
 69  
 70  
 71  
 72  
 73  
 74  
 75  
 76  
 77  
 78  
 79  
 80  
 81  
 82  
 83  
 84  
 85  
 86  
 87  
 88  
 89  
 90  
 91  
 92  
 93  
 94  
 95  
 96  
 97  
 98  
 99  
 100  
 101  
 102  
 103  
 104  
 105  
 106  
 107  
 108  
 109  
 110  
 111  
 112  
 113  
 114  
 115  
 116  
 117  
 118  
 119  
 120  
 121  
 122  
 123  
 124  
 125  
 126  
 127  
 128  
 129  
 130  
 131  
 132  
 133  
 134  
 135  
 136  
 137  
 138  
 139  
 140  
 141  
 142  
 143  
 144  
 145  
 146  
 147  
 148  
 149  
 150  
 151  
 152  
 153  
 154  
 155  
 156  
 157  
 158  
 159  
 160  
 161  
 162  
 163  
 164  
 165  
 166  
 167  
 168  
 169  
 170  
 171  
 172  
 173  
 174  
 175  
 176  
 177  
 178  
 179  
 180  
 181  
 182  
 183  
 184  
 185  
 186  
 187  
 188  
 189  
 190  
 191  
 192  
 193  
 194  
 195  
 196  
 197  
 198  
 199  
 200  
 201  
 202  
 203  
 204  
 205  
 206  
 207  
 208  
 209  
 210  
 211  
 212  
 213  
 214  
 215  
 216  
 217  
 218  
 219  
 220  
 221  
 222  
 223  
 224  
 225  
 226  
 227  
 228  
 229  
 230  
 231  
 232  
 233  
 234  
 235  
 236  
 237  
 238  
 239  
 240  
 241  
 242  
 243  
 244  
 245  
 246  
 247  
 248  
 249  
 250  
 251  
 252  
 253  
 254  
 255  
 256  
 257  
 258  
 259  
 260  
 261  
 262  
 263  
 264  
 265  
 266  
 267  
 268  
 269  
 270  
 271  
 272  
 273  
 274  
 275  
 276  
 277  
 278  
 279  
 280  
 281  
 282  
 283  
 284  
 285  
 286  
 287  
 288  
 289  
 290  
 291  
 292  
 293  
 294  
 295  
 296  
 297  
 298  
 299  
 300  
 301  
 302  
 303  
 304  
 305  
 306  
 307  
 308  
 309  
 310  
 311  
 312  
 313  
 314  
 315  
 316  
 317  
 318  
 319  
 320  
 321  
 322  
 323  
 324  
 325  
 326  
 327  
 328  
 329  
 330  
 331  
 332  
 333  
 334  
 335  
 336  
 337  
 338  
 339  
 340  
 341  
 342  
 343  
 344  
 345  
 346  
 347  
 348  
 349  
 350  
 351  
 352  
 353  
 354  
 355  
 356  
 357  
 358  
 359  
 360  
 361  
 362  
 363  
 364  
 365  
 366  
 367  
 368  
 369  
 370  
 371  
 372  
 373  
 374  
 375  
 376  
 377  
 378  
 379  
 380  
 381  
 382  
 383  
 384  
 385  
 386  
 387  
 388  
 389  
 390  
 391  
 392  
 393  
 394  
 395  
 396  
 397  
 398  
 399  
 400  
 401  
 402  
 403  
 404  
 405  
 406  
 407  
 408  
 409  
 410  
 411  
 412  
 413  
 414  
 415  
 416  
 417  
 418  
 419  
 420  
 421  
 422  
 423  
 424  
 425  
 426  
 427  
 428  
 429  
 430  
 431  
 432  
 433  
 434  
 435  
 436  
 437  
 438  
 439  
 440  
 441  
 442  
 443  
 444  
 445  
 446  
 447  
 448  
 449  
 450  
 451  
 452  
 453  
 454  
 455  
 456  
 457  
 458  
 459  
 460  
 461  
 462  
 463  
 464  
 465  
 466  
 467  
 468  
 469  
 470  
 471  
 472  
 473  
 474  
 475  
 476  
 477  
 478  
 479  
 480  
 481  
 482  
 483  
 484  
 485  
 486  
 487  
 488  
 489  
 490  
 491  
 492  
 493  
 494  
 495  
 496  
 497  
 498  
 499  
 500  
 501  
 502  
 503  
 504  
 505  
 506  
 507  
 508  
 509  
 510  
 511  
 512  
 513  
 514  
 515  
 516  
 517  
 518  
 519  
 520  
 521  
 522  
 523  
 524  
 525  
 526  
 527  
 528  
 529  
 530  
 531  
 532  
 533  
 534  
 535  
 536  
 537  
 538  
 539  
 540  
 541  
 542  
 543  
 544  
 545  
 546  
 547  
 548  
 549  
 550  
 551  
 552  
 553  
 554  
 555  
 556  
 557  
 558  
 559  
 560  
 561  
 562  
 563  
 564  
 565  
 566  
 567  
 568  
 569  
 570  
 571  
 572  
 573  
 574  
 575  
 576  
 577  
 578  
 579  
 580  
 581  
 582  
 583  
 584  
 585  
 586  
 587  
 588  
 589  
 590  
 591  
 592  
 593  
 594  
 595  
 596  
 597  
 598  
 599  
 600  
 601  
 602  
 603  
 604  
 605  
 606  
 607  
 608  
 609  
 610  
 611  
 612  
 613  
 614  
 615  
 616  
 617  
 618  
 619  
 620  
 621  
 622  
 623  
 624  
 625  
 626  
 627  
 628  
 629  
 630  
 631  
 632  
 633  
 634  
 635  
 636  
 637  
 638  
 639  
 640  
 641  
 642  
 643  
 644  
 645  
 646  
 647  
 648  
 649  
 650  
 651  
 652  
 653  
 654  
 655  
 656  
 657  
 658  
 659  
 660  
 661  
 662  
 663  
 664  
 665  
 666  
 667  
 668  
 669  
 670  
 671  
 672  
 673  
 674  
 675  
 676  
 677  
 678  
 679  
 680  
 681  
 682  
 683  
 684  
 685  
 686  
 687  
 688  
 689  
 690  
 691  
 692  
 693  
 694  
 695  
 696  
 697  
 698  
 699  
 700  
 701  
 702  
 703  
 704  
 705  
 706  
 707  
 708  
 709  
 710  
 711  
 712  
 713  
 714  
 715  
 716  
 717  
 718  
 719  
 720  
 721  
 722  
 723  
 724  
 725  
 726  
 727  
 728  
 729  
 730  
 731  
 732  
 733  
 734  
 735  
 736  
 737  
 738  
 739  
 740  
 741  
 742  
 743  
 744  
 745  
 746  
 747  
 748  
 749  
 750  
 751  
 752  
 753  
 754  
 755  
 756  
 757  
 758  
 759  
 760  
 761  
 762  
 763  
 764  
 765  
 766  
 767  
 768  
 769  
 770  
 771  
 772  
 773  
 774  
 775  
 776  
 777  
 778  
 779  
 780  
 781  
 782  
 783  
 784  
 785  
 786  
 787  
 788  
 789  
 790  
 791  
 792  
 793  
 794  
 795  
 796  
 797  
 798  
 799  
 800  
 801  
 802  
 803  
 804  
 805  
 806  
 807  
 808  
 809  
 810  
 811  
 812  
 813  
 814  
 815  
 816  
 817  
 818  
 819  
 820  
 821  
 822  
 823  
 824  
 825  
 826  
 827  
 828  
 829  
 830  
 831  
 832  
 833  
 834  
 835  
 836  
 837  
 838  
 839  
 840  
 841  
 842  
 843  
 844  
 845  
 846  
 847  
 848  
 849  
 850  
 851  
 852  
 853  
 854  
 855  
 856  
 857  
 858  
 859  
 860  
 861  
 862  
 863  
 864  
 865  
 866  
 867  
 868  
 869  
 870  
 871  
 872  
 873  
 874  
 875  
 876  
 877  
 878  
 879  
 880  
 881  
 882  
 883  
 884  
 885  
 886  
 887  
 888  
 889  
 890  
 891  
 892  
 893  
 894  
 895  
 896  
 897  
 898  
 899  
 900  
 901  
 902  
 903  
 904  
 905  
 906  
 907  
 908  
 909  
 910  
 911  
 912  
 913  
 914  
 915  
 916  
 917  
 918  
 919  
 920  
 921  
 922  
 923  
 924  
 925  
 926  
 927  
 928  
 929  
 930  
 931  
 932  
 933  
 934  
 935  
 936  
 937  
 938  
 939  
 940  
 941  
 942  
 943  
 944  
 945  
 946  
 947  
 948  
 949  
 950  
 951  
 952  
 953  
 954  
 955  
 956  
 957  
 958  
 959  
 960  
 961  
 962  
 963  
 964  
 965  
 966  
 967  
 968  
 969  
 970  
 971  
 972  
 973  
 974  
 975  
 976  
 977  
 978  
 979  
 980  
 981  
 982  
 983  
 984  
 985  
 986  
 987  
 988  
 989  
 990  
 991  
 992  
 993  
 994  
 995  
 996  
 997  
 998  
 999  
 1000  
 1001  
 1002  
 1003  
 1004  
 1005  
 1006  
 1007  
 1008  
 1009  
 1010  
 1011  
 1012  
 1013  
 1014  
 1015  
 1016  
 1017  
 1018  
 1019  
 1020  
 1021  
 1022  
 1023  
 1024  
 1025  
 1026  
 1027  
 1028  
 1029  
 1030  
 1031  
 1032  
 1033  
 1034  
 1035  
 1036  
 1037  
 1038  
 1039  
 1040  
 1041  
 1042  
 1043  
 1044  
 1045  
 1046  
 1047  
 1048  
 1049  
 1050  
 1051  
 1052  
 1053  
 1054  
 1055  
 1056  
 1057  
 1058  
 1059  
 1060  
 1061  
 1062  
 1063  
 1064  
 1065  
 1066  
 1067  
 1068  
 1069  
 1070  
 1071  
 1072  
 1073  
 1074  
 1075  
 1076  
 1077  
 1078  
 1079  
 1080  
 1081  
 1082  
 1083  
 1084  
 1085  
 1086  
 1087  
 1088  
 1089  
 1090  
 1091  
 1092  
 1093  
 1094  
 1095  
 1096  
 1097  
 1098  
 1099  
 1100  
 1101  
 1102  
 1103  
 1104  
 1105  
 1106  
 1107  
 1108  
 1109  
 1110  
 1111  
 1112  
 1113  
 1114  
 1115  
 1116  
 1117  
 1118  
 1119  
 1120  
 1121  
 1122  
 1123  
 1124  
 1125  
 1126  
 1127  
 1128  
 1129  
 1130  
 1131  
 1132  
 1133  
 1134  
 1135  
 1136  
 1137  
 1138  
 1139  
 1140  
 1141  
 1142  
 1143  
 1144  
 1145  
 1146  
 1147  
 1148  
 1149  
 1150  
 1151  
 1152  
 1153  
 1154  
 1155  
 1156  
 1157  
 1158  
 1159  
 1160  
 1161  
 1162  
 1163  
 1164  
 1165  
 1166  
 1167  
 1168  
 1169  
 1170  
 1171  
 1172  
 1173  
 1174  
 1175  
 1176  
 1177  
 1178  
 1179  
 1180  
 1181  
 1182  
 1183  
 1184  
 1185  
 1186  
 1187  
 1188  
 1189  
 1190  
 1191  
 1192  
 1193  
 1194  
 1195  
 1196  
 1197  
 1198  
 1199  
 1200  
 1201  
 1202  
 1203  
 1204  
 1205  
 1206  
 1207  
 1208  
 1209  
 1210  
 1211  
 1212  
 1213  
 1214  
 1215  
 1216  
 1217  
 1218  
 1219  
 1220  
 1221  
 1222  
 1223  
 1224  
 1225  
 1226  
 1227  
 1228  
 1229  
 1230  
 1231  
 1232  
 1233  
 1234  
 1235  
 1236  
 1237  
 1238  
 1239  
 1240  
 1241  
 1242  
 1243  
 1244  
 1245  
 1246  
 1247  
 1248  
 1249  
 1250  
 1251  
 1252  
 1253  
 1254  
 1255  
 1256  
 1257  
 1258  
 1259  
 1260  
 1261  
 1262  
 1263  
 1264  
 1265  
 1266  
 1267  
 1268  
 1269  
 1270  
 1271  
 1272  
 1273  
 1274  
 1275  
 1276  
 1277  
 1278  
 1279  
 1280  
 1281  
 1282  
 1283  
 1284  
 1285  
 1286  
 1287  
 1288  
 1289  
 1290  
 1291  
 1292  
 1293  
 1294  
 1295  
 1296  
 1297  
 1298  
 1299  
 1300  
 1301  
 1302  
 1303  
 1304  
 1305  
 1306  
 1307  
 1308  
 1309  
 1310  
 1311  
 1312  
 1313  
 1314  
 1315  
 1316  
 1317  
 1318  
 1319  
 1320  
 1321  
 1322  
 1323  
 1324  
 1325  
 1326  
 1327  
 1328  
 1329  
 1330  
 1331  
 1332  
 1333  
 1334  
 1335  
 1336  
 1337  
 1338  
 1339  
 1340  
 1341  
 1342  
 1343  
 1344  
 1345  
 1346  
 1347

Page 9

1 waterworks business within Ferguson. And I also  
 2 have strategy responsibilities for the waterworks  
 3 business within Ferguson.  
 4 Q When you say P&L responsibility what do  
 5 you mean?  
 6 A Profit and loss. So the responsibility  
 7 for hitting the budget that we have laid out,  
 8 controlling the expenses, hitting our financial  
 9 objective on the income statement and also the  
 10 balance sheet as it relates to waterworks.  
 11 Q What do you mean by strategy  
 12 responsibility?  
 13 A That would be developing the strategic  
 14 direction we're going to take the waterworks  
 15 business in order to grow it. So determining what  
 16 businesses we may want to move into. For example,  
 17 stepping up our efforts in selling metering and  
 18 technology for waste water treatment plants. Things  
 19 that may not be part of the every day business we do  
 20 today.  
 21 Q You said these responsibilities have been  
 22 generally the same the last two positions you've had  
 23 with the company?  
 24 A Yes.  
 25 Q So since August 2007?

Page 10

1 A Yes.  
 2 Q Any other job responsibilities in your  
 3 current role?  
 4 A No. That covers it.  
 5 Q Do you report to anyone directly?  
 6 A I report to the C.O.O., Kevin Murphy.  
 7 Q And where is he located?  
 8 A At 12500 Jefferson Avenue right here in  
 9 this building.  
 10 Q So right here?  
 11 A Yes.  
 12 Q Do you report to anyone else directly?  
 13 A No.  
 14 Q Do you have anyone that reports directly  
 15 to you?  
 16 A Yes.  
 17 Q Who's that?  
 18 A I have five district managers. Would you  
 19 like me to name them?  
 20 Q Yes, please.  
 21 A Tom Fieweger. You have Bo Campasano. You  
 22 have Phil Selby, Shawn Rae, R-A-E, and Darryl Case.  
 23 I also have a business group manager by the name of  
 24 Brian Mokry who is in this building. And my  
 25 assistant, Lauren Lentivech. Oh, and our regional

Page 11

1 ops manager, Jeff Walpert.  
 2 Q The five district managers that you just  
 3 mentioned, where are they located?  
 4 A Tom Fieweger in Philadelphia. Bo  
 5 Campasano is in Tampa, Florida. Shawn Rae is in  
 6 Atlanta, but he has geographic responsibility of the  
 7 north central part of the U.S. and the plant  
 8 business. And Phil Selby is in Dallas, Texas. And  
 9 Darryl Case is in San Diego, California.  
 10 Q In general, what are the job  
 11 responsibilities of your district managers?  
 12 A P&L responsibility over the geographic  
 13 regions that they operate in and responsibilities  
 14 for growing the business, responsibility for the  
 15 human resources of properly staffing our branches  
 16 and executing strategy.  
 17 Q How many branches does Ferguson have?  
 18 A Ferguson overall?  
 19 Q Yes.  
 20 A I'm taking a stab at 1,300.  
 21 Q And on the waterworks side how many  
 22 branches?  
 23 A Approximately 160.  
 24 Q And those branches, the 160 waterworks  
 25 branches, where are they located?

Page 12

1 A All over the country.  
 2 Q Do you know how many states they're  
 3 located in total?  
 4 A Standalone I believe 42. When you add  
 5 blended which are farming branches that sell water  
 6 products but may not be standalone waterworks  
 7 businesses I believe it's 47.  
 8 Q The roughly five branches that are not  
 9 standalone, do they sell waterworks fittings?  
 10 A Yes. We have more branches that are not  
 11 standalone than five. That was just referring to  
 12 the states that we're in that are not standalone.  
 13 Q Understood.  
 14 A But yes, any blended branch that is  
 15 selling waterworks products would typically sell  
 16 fittings.  
 17 Q So is it fair to say you have branches  
 18 that sell waterworks fittings in 47 states?  
 19 A Yes.  
 20 Q Which three states are you not in?  
 21 A We're not in South Dakota, Rhode Island,  
 22 and Kansas.  
 23 Q Do you have branches in other states that  
 24 can service projects in those three states?  
 25 A Sure.

Page 13

1 Q Is there any reason you don't have  
 2 branches in those three states in particular?  
 3 A It's just a matter of us not feeling like  
 4 there was a market that was big enough for us to put  
 5 the capital investment to move into there. Or we  
 6 may have felt like we wouldn't be able to obtain a  
 7 good spec position.  
 8 Q In 2011 what was Ferguson's overall  
 9 company's annual revenue, approximately?  
 10 A North of \$8 billion.  
 11 Q And for the waterworks business in 2011  
 12 what was the annual revenue?  
 13 A 1.3 billion.  
 14 Q In 2010 what was the overall revenue for  
 15 Ferguson?  
 16 A It was close to 8 billion. And we,  
 17 waterworks, was 1.2.  
 18 Q Same question for 2009?  
 19 A I don't recall what our overall Ferguson  
 20 revenue was. And waterworks revenue was right in  
 21 the same arena, 1.2.  
 22 Q Do you recall in 2008?  
 23 A Don't know in the Ferguson overall  
 24 revenue. And waterworks revenue probably, 2008,  
 25 1.4, guessing.

Page 14

1 Q In 2011 how much in ductile iron  
 2 waterworks fittings did Ferguson purchase?  
 3 A I wouldn't know from the standpoint --  
 4 from a dollar volume standpoint, \$43 million.  
 5 Q In 2010 from a dollar standpoint how much  
 6 ductile iron waterworks fittings did Ferguson  
 7 purchase?  
 8 A Not sure. I'm going to say it's pretty  
 9 close to what it was. I'd be guessing at 40.  
 10 That's approximate.  
 11 Q Do you have an estimate for 2009?  
 12 A Probably around the same, Will.  
 13 Q Around the same for 2008?  
 14 A Yes. Probably a little higher because  
 15 that ebbs and flows with our dollar volume and sales  
 16 so.  
 17 Q Now, referring to the waterworks business  
 18 who are Ferguson's major competitors?  
 19 A HD Supplies are the only national  
 20 competitor we have. And then when you get down  
 21 below that you're looking at regional players. Main  
 22 Line Supply, EJ Prescott in the northeast. Dana  
 23 Kepner out west, ACT in Texas. HD Fowler in the  
 24 northwest. And then there's a slew of -- well, let  
 25 me throw in Winn Wholesale. Then a slew of

Page 15

1 independents that are either in a state or one or  
 2 two markets.  
 3 Q Is it fair to say that HD Supply and  
 4 Ferguson are the two largest waterworks distributors  
 5 in the United States?  
 6 A Yes.  
 7 Q Do you have an estimate of what Ferguson's  
 8 market share is?  
 9 A Close to 25 percent.  
 10 Q And that's for the overall waterworks  
 11 market?  
 12 A Yes.  
 13 Q Do you know what HD Supply market share is  
 14 roughly?  
 15 MR. MANN: Objection. Foundation.  
 16 MR. LAVERY: You can go ahead and answer.  
 17 THE WITNESS: Okay. 27 percent.  
 18 BY MR. LAVERY:  
 19 Q I should have mentioned this at the  
 20 beginning, but from time to time we'll be making  
 21 objections. Those are just to preserve for the  
 22 record. Unless your attorney here instructs you not  
 23 to answer you can go ahead and answer if you know.  
 24 A Okay.  
 25 Q Do you deal directly with vendors as part

Page 16

1 of your job?  
 2 A Yes.  
 3 Q Do you deal directly with vendors of  
 4 ductile iron waterworks fittings?  
 5 A Yes.  
 6 Q Which vendors do you have contact with?  
 7 A McWane, Star, and Sigma.  
 8 Q Does Ferguson purchase ductile iron  
 9 waterworks fittings from McWane, Star and Sigma?  
 10 A Yes.  
 11 Q Does Ferguson purchase ductile iron  
 12 waterworks fittings from any other suppliers?  
 13 A I am sure we have purchased some from the  
 14 smaller companies like SIP or NASIP. But it would  
 15 be inconsequential.  
 16 Q Has Ferguson ever purchased fittings from  
 17 Napac?  
 18 A Probably.  
 19 Q What about Electrosteel?  
 20 A I can't answer that. I would make the  
 21 assumption, no.  
 22 Q Has Ferguson purchased any ductile iron  
 23 fittings from Metal Fit?  
 24 A Yes.  
 25 Q But the vast majority of your purchases

Page 17

1 are with McWane, Star and Sigma?  
 2 A Yes.  
 3 Q What percentage, would you say, of your  
 4 ductile iron fittings are with McWane, Star and  
 5 Sigma?  
 6 A I'm going to say roughly 70 percent would  
 7 be with McWane and 15, Sigma and 10, Star. The  
 8 balance would be the smaller players that you  
 9 mentioned, the ones I listed.  
 10 Q Those percentages that you just gave me,  
 11 do those include domestic and imported fittings?  
 12 A Yes.  
 13 Q What vendors does Ferguson purchase  
 14 domestic ductile iron waterworks fittings from?  
 15 A McWane, Sigma and Star.  
 16 Q Would you say that domestic and imported  
 17 ductile iron fittings are substitutes for one  
 18 another?  
 19 A Yes.  
 20 Q Are they completely interchangeable as to  
 21 form?  
 22 A Yes.  
 23 Q Are they completely interchangeable as to  
 24 function?  
 25 A Yes.

Page 18

1 Q And fit?  
 2 A Yes.  
 3 Q Do the majority of jobs accept both  
 4 domestic and imported fittings?  
 5 MR. MANN: Objection. Leading.  
 6 MR. LAVERY: I'll rephrase.  
 7 THE WITNESS: Well, I wouldn't say -- from  
 8 a statistic standpoint in the U.S. 80 percent  
 9 probably of all that's sold is probably import,  
 10 20 percent domestic. So if you looked at it  
 11 from that standpoint then the majority of jobs  
 12 would accept both. It's really about not  
 13 accepting import and being domestic only. So  
 14 if it's an import job you could supply domestic  
 15 without any problem.  
 16 BY MR. LAVERY:  
 17 Q Are domestic fittings typically more  
 18 expensive than imported fittings?  
 19 A Yes.  
 20 Q Does Ferguson sell to both, municipalities  
 21 and contractors?  
 22 A Yes.  
 23 Q What percentage of your sales of ductile  
 24 iron fittings are to contractors?  
 25 A 90 percent.

Page 19

1 Q And the remaining would be to  
 2 municipalities?  
 3 A Yes.  
 4 Q Are you aware of any municipalities that  
 5 have a domestic preference when it comes to ductile  
 6 iron fittings?  
 7 A There are municipalities that have a  
 8 ductile iron preference.  
 9 Q Do you know the reasons for that?  
 10 A Specifications. What the genesis as to  
 11 why they chose that I cannot answer.  
 12 Q I think in your earlier testimony you said  
 13 it was mainly patriotism. Is that accurate?  
 14 A There's certainly an aspect of depending  
 15 on where the municipality may be in the country,  
 16 particularly in the northeast. A lot of U.S.  
 17 manufacturing facilities such as steel in the past  
 18 mainly lean toward buying American. Perceived  
 19 quality.  
 20 Q In your 21 years at Ferguson have imported  
 21 fittings taken share from domestic fittings?  
 22 A Yes.  
 23 Q I'm going to shift gears. Are you  
 24 familiar with ARRA?  
 25 A Yes.

Page 20

1 Q What is ARRA?  
 2 A American Reinvestment Recovery Act.  
 3 Q That was passed sometime in the beginning  
 4 of 2009; right?  
 5 A I believe it was 2009.  
 6 Q In your earlier testimony I believe you  
 7 estimated that before the passage of ARRA domestic  
 8 fittings accounted for about 10 percent of the  
 9 overall fittings. Is that right?  
 10 A That sounds about right.  
 11 Q And I believe you also said that there was  
 12 only about a 5 percent increase in demand for  
 13 domestic fittings after the passage of ARRA, and  
 14 then it subsequently went back down. Is that  
 15 accurate?  
 16 A I believe I said that in my last  
 17 testimony. In looking at -- in some of the  
 18 conversation I've had subsequent to that I would say  
 19 that the percentage is closer to 20 percent domestic  
 20 versus import. In looking at our historic purchases  
 21 over the last year our percentage of domestic has  
 22 remained the same versus what it was in the last  
 23 couple years.  
 24 Q So your percentage of domestic didn't  
 25 change after the passage of ARRA?

Page 93

1 range of percentage of discount that a supplier  
 2 would typically give when they are engaged in this  
 3 job pricing?  
 4 A I don't know. I could not speak to what  
 5 that would be.  
 6 Q Do you recall when you were involved in it  
 7 if there was a range?  
 8 A No. I think it just varies. It's just  
 9 too wide of a -- too many variables associated with  
 10 that in terms of size and magnitude of project and  
 11 competitive forces.  
 12 Q Other than the actual price of the product  
 13 what other charges are billed to Ferguson by a  
 14 supplier supplying waterworks fittings?  
 15 A Other than price of the produce what other  
 16 charges are billed to Ferguson?  
 17 Q Yes.  
 18 A Potentially freight. Not in all  
 19 instances. It just depends on where the source of  
 20 the product is and how you ask that it be shipped to  
 21 you. If it was coming on a truckload on their  
 22 normal route of delivery of produce that would be  
 23 freight free. But if I need a fitting next-day air  
 24 then the freight would be in addition to that.  
 25 Q Any other costs that are charged to

Page 94

1 Ferguson?  
 2 A No. Not that I'm aware of.  
 3 Q When you have observed changes in the  
 4 price of ductile iron pipe fittings, whether that's  
 5 through a change in the list price, a multiplier  
 6 change or when job pricing is observed, is there  
 7 ever an effect on the negotiated rebates that are in  
 8 place in terms of the actual percentage of those  
 9 rebates?  
 10 MR. LAVERY: Objection. Vague.  
 11 THE WITNESS: Not that I'm aware of.  
 12 BY MR. MANN:  
 13 Q So have you ever seen any offsetting  
 14 changes in the amount of rebates as it relates to  
 15 changes in the actual price of the product in the  
 16 market?  
 17 A Not specifically with ductile iron pipe  
 18 fittings, but I have seen that with other products.  
 19 Q What products have you seen that with?  
 20 A I've seen it with restraints where we were  
 21 asked -- or we had competitive market intel, and the  
 22 pricing was perceived by the manufacture we were  
 23 doing business with to be very low. In order for  
 24 them to meet, and they would have to -- they would  
 25 request that they would take it out of the backside,

Page 95

1 if you will.  
 2 Q Have you observed any pricing structure  
 3 changes over the last five years as it relates to  
 4 ductile iron pipe fittings?  
 5 MR. LAVERY: Objection. Vague.  
 6 THE WITNESS: The rebate. I believe the  
 7 rebate was changed and some of the money -- and  
 8 I can't recall what year it was, less than five  
 9 years ago -- was taken out of the rebate side  
 10 and put on the payment term side. So a larger  
 11 cash discount, if you will, and a smaller  
 12 rebate.  
 13 BY MR. MANN:  
 14 Q And that's with which supplier?  
 15 A McWane.  
 16 Q Did you personally observe any differences  
 17 in the competitive process of ductile iron pipe  
 18 fittings in 2008?  
 19 A No.  
 20 MR. MANN: I'm going to hand you an  
 21 exhibit that's been marked CX0138.  
 22 (The aforementioned document was  
 23 marked for purposes of  
 24 identification as FTC Exhibit  
 25 No. CX0138.)

Page 96

1 BY MR. MANN:  
 2 Q (Document proffered.) If you could review  
 3 that. And for the record, this has the bate stamp  
 4 TU-FTC-0010321. It's a letter dated May 7, 2008  
 5 from Jerry Jansen to All Tyler/Union Distribution  
 6 Customers.  
 7 A (Reviews document.) Okay.  
 8 Q Do you recall whether or not you've seen  
 9 this particular letter from Jerry Jansen before?  
 10 A I don't recall this letter specifically.  
 11 Q Focusing on the third paragraph then. And  
 12 I'll read it for the record.  
 13 It says: "Before announcing any  
 14 price actions, we carefully analyze all factors  
 15 including domestic and global inflation, market and  
 16 competitive conditions within each region as well as  
 17 performance against our own internal metrics."  
 18 Does Jerry Jansen telling you as a  
 19 distributor what factors they analyze help you run  
 20 your business?  
 21 MR. LAVERY: Object to the form. Vague,  
 22 calls for speculation.  
 23 THE WITNESS: No.  
 24 BY MR. MANN:  
 25 Q Do you take any meaning out of that

Page 137

1 does this happen frequently?

2 A I can't speak to that. I'm not involved

3 in the direct day-to-day bidding of projects. I

4 don't know how often it happens.

5 Q Mr. Lavery established earlier today that

6 there's a price differential between domestic and

7 imported fittings. Can you provide some color as to

8 what that price differential is?

9 A I've been told 30 to 40 percent.

10 Q Is that 30 to 40 percent consistent going

11 back five years?

12 A I don't know.

13 Q And Mr. Lavery spoke to you earlier today

14 about specifications changing, or your time in the

15 waterworks industry going from domestic to import.

16 How do those, how did that process take place? How

17 does a spec go from being a domestic spec to being

18 an imported spec?

19 A You would have folks from the manufacturer

20 and or the distributor calling on specifiers showing

21 them the product, telling them what standards it

22 comport to, and then appealing to them to include

23 that in their specifications.

24 So calling on specifiers over time

25 getting -- we call it flipping us back. So getting

Page 138

1 approval or getting it changed directly from import

2 to domestic or vice versa.

3 Q Does anyone at Ferguson engage in that

4 effort, to flip domestic spec to imported spec for

5 fittings?

6 A There's really not any benefit to us

7 directly to spend time specifying that type of

8 product considering that we don't have exclusivity.

9 That's not a good use of our people's time.

10 Q Are there waterworks lines where it does

11 make sense to try to influence the spec writer?

12 A Yes.

13 Q And what lines would those be?

14 A It would be any line that we had that we

15 had exclusivity on to convince someone to, you

16 know -- that way when we got included in a spec if

17 we were the only supplier of that product then we

18 would sell it so. But in general, we are not known

19 as a strong, strong specifier of product. We spend

20 more time building a relationship with a customer

21 that buys the product and try and sell it that way.

22 Q I have two more topics to go over. One I

23 think will be pretty quick so we'll start there.

24 A Okay.

25 Q I'd like to understand the bidding process

Page 139

1 from Ferguson's prospective. So all the way from

2 the time that the owner of a project is going to

3 fund a project all the way up to the time that

4 Ferguson delivers the product. What's that process?

5 Can you walk me through that?

6 A So an owner would put -- well, one or two

7 things happen. He either puts it out for bid. If

8 it's paid with public funds it's advertised, and you

9 get put on a bid list. Contractor then develops a

10 bid for that product. In the process of him

11 developing his bid to construct the product he would

12 be soliciting bids from suppliers for the various

13 components that make up that project. We would be

14 one of those suppliers. So we would do a take-off

15 on the project. Often times where we would go in

16 and look at the prints and list all the products

17 that it took to build that project, things that we

18 would typically sell, and then we provide that

19 quotation to the contractor. And if he's successful

20 low bidder we would hope that he would use us. I

21 don't know. Based on the relationship that we have

22 and the pricing we provided to him give him the

23 project. Give us time lines at which to deliver the

24 project, and we would deliver the project and

25 fulfill his needs as necessary.

Page 140

1 Q When you're providing a material take-off

2 do you specify the manufacturer of the fittings?

3 A Not typically, no. Our codes are generic

4 in the sense that it either has an "I" in it -- and

5 I don't think the domestics have a designation.

6 They don't just say "I," but they don't have a

7 manufacture's name on it.

8 Q After the contractor wins the bid are you

9 ever identifying which manufacturer of fittings

10 you're going to supply to the job?

11 A Typically, we would supply submittal to

12 the contractor which he would supply to the owner

13 and or the engineer letting him know what products

14 are being supplied. And they would check to make

15 sure they met the municipality of the governing

16 body's specifications.

17 Q Once the submittals are provided are you

18 allowed to substitute?

19 A Sometimes.

20 Q What type of situation would you be able

21 to substitute?

22 A It depends on the municipality or who the

23 specifier is. They may have some flexibility. You

24 can submit whoever. But as long as you supplied one

25 of our approved manufacturers you're fine. In other

Page 145

1 option. But if it's small dollars, less likely.

2 Q Do you observe any direct sales of ductile

3 iron pipe fittings in the markets that you serve?

4 A Not often. You can have cases where --

5 I've seen it before and it got my attention. You

6 know, typically the vast majority of the sales are

7 going through distribution. But you will have

8 direct ductile iron pipe manufacturers selling some

9 fittings that might be proprietary to that joint. I

10 use American as an example where they have a

11 flexor-ing joint. A lot of times the job is

12 specified flexor-ing. Or plant work. If it's a

13 direct plant customer they may sell the pipe and

14 fittings and the flange.

15 Q So what benefits do the distributors bring

16 to the supply chain that prevent manufacturers from

17 selling direct?

18 A Well, one is supplying a bundle of

19 products, not just a component of a job. We've got

20 many more feet on the street to blanket the local

21 market than any one manufacturer would have. So we

22 can provide bundle. We can provide it timely, and

23 we can provide it in small quantities and have a

24 knowledgeable base about the product and the value.

25 The contractors don't know what they need. They

Page 146

1 rely on us to tell them in lot of cases.

2 Two, we provide credit. A lot of

3 times credit that we extend to these guys goes out a

4 lot longer than what a manufacturer would be

5 comfortable extending. Those are the main reasons.

6 Q Earlier you stated that one of the

7 rationals for having so many branches was to have

8 product near. Would that be another efficiency?

9 A Yes.

10 Q Do all distributors provide these

11 efficiencies to the same degree?

12 A No.

13 Q If you were going to categorize the

14 distributors based on these efficiencies how would

15 you go about doing that?

16 A How would I categorize distributors based

17 on efficiencies? If I was to say what separates

18 distributors? Is that along the lines of your

19 question?

20 Q Sure.

21 A Depth and breadth of their own inventory,

22 quality of their associates, the services that the

23 sales people provide to the customer base. Are they

24 actually doing take-offs, or are they just pricing

25 lists? Do they help value engineer projects for

Page 147

1 customers? What's their level of knowledge and

2 experience about the products that they sell?

3 Delivery fleet. Terms that they offer their

4 customers.

5 Q And do all distributors provide all of

6 those?

7 A No. Not all of them provide the same

8 things in terms of the services they provide the

9 customer.

10 Q Earlier Mr. Lavery asked you who you

11 competed with. You identified HD Supply and Winn

12 Wholesale, and it went down to, I guess, you

13 referred to them as regional guys, like EJ Prescott,

14 HD Fowler, Main Line Supply?

15 A Yes.

16 Q Those types of competitors that you

17 identified, do they all provide these efficiencies

18 to relatively the same extent?

19 A From one degree to other, yes. And a lot

20 of it, Drew, varies on the local market. Some

21 places you can be very good and comprehensive in one

22 market and be in the same company across the country

23 and not have nearly as comprehensive an offering

24 that you do in another part of the country. And

25 that's really not around terms but more about depth

Page 148

1 and breadth of inventory, knowledgeable associates,

2 doing take-offs or not doing take-offs.

3 Q From your perspective are there any

4 benefits that only you and HD Supply realize as the

5 only two national ...

6 A Certainly one biggy is based on our size.

7 We have a wider or larger volume of inventory to

8 pull from. If we don't have it in Florida we very

9 easily could have it in Georgia or Texas where we do

10 a single branch, or we have a small regional guy who

11 may not have the same level inventory that we have.

12 We have the ability to service customers that may

13 travel beyond the borders of where their home office

14 is. So national contractors or large regional

15 contractors covering big geographies usually prefer

16 us to execute.

17 Q We've just had a discussion about all the

18 efficiencies that distributors bring to the supply

19 chain. Did you perceive McWane, Star, Sigma

20 entering distribution any time soon?

21 A No.

22 MR. LAVERY: Objection. Speculation.

23 BY MR. MANN:

24 Q Any possibility that they could

25 effectively sell direct and provide all these

Page 170

1 A. No. I'll go back to this letter. You know,  
 2 it wasn't such a major event in my opinion because it  
 3 didn't really require any change in behavior from our  
 4 people, so I didn't spend a significant amount of time  
 5 studying the wording other than when I look at that I  
 6 think about our relationship with McWane and how large  
 7 a customer they are with us that in the event that they  
 8 felt like we stepped out of line and bought outside of  
 9 our historical participation with them that it might be  
 10 something we have to deal with, but, you know, this  
 11 wasn't something that I thought needed a whole lot of  
 12 attention because we're not changing how we do things.  
 13 Q. All right. I appreciate this. Another  
 14 question along the same vein. The September 22nd  
 15 letter provided that customers who purchased from Star  
 16 on the domestic side may either forego accrued rebates  
 17 or not receive product for up to 12 weeks.  
 18 Did you get the sense from any of your  
 19 communications with anyone at McWane that that or  
 20 clause meant "and" and that disloyal distributors would  
 21 forego accrued rebates and not be shipped ordered  
 22 product?  
 23 A. I'll go back to probably didn't analyze it  
 24 to the point where I was trying to decide whether it  
 25 was and/or or just "or" or just "and," so I don't know.

Page 171

1 Q. Fair enough.  
 2 MR. RENNER: Let's go off the record.  
 3 (Whereupon, at 12:52 p.m., a lunch recess  
 4 was taken.)  
 5  
 6 AFTERNOON SESSION  
 7 (1:31 p.m.)  
 8 BY MR. RENNER:  
 9 Q. Mr. Thees, before we broke for lunch, we  
 10 were discussing Star Pipe's domestic fittings program,  
 11 and we want to touch on this issue again with respect  
 12 to understanding what Ferguson would need to see in  
 13 terms of Star's capabilities on the domestic side  
 14 before you would feel comfortable dealing with them.  
 15 A. Okay. Well, one thing, breadth and depth of  
 16 inventory would be important, a better understanding of  
 17 their relationship with the foundries who they've  
 18 contracted with. I mean, there's one more component to  
 19 them not having control over the manufacturing of that  
 20 product. They're one step removed if they don't own  
 21 the foundry. They're relying on another company to do  
 22 whatever they do for the manufacture of that product;  
 23 so a more thorough understanding of how that  
 24 relationship works would be prudent. Those would be  
 25 the two main factors.

Page 172

1 Q. In terms of the breadth of inventory, sir,  
 2 what would you like to see? Can we quantify this at  
 3 all?  
 4 A. Well, I don't know if I can quantify it.  
 5 It's really about size. You know, when you look at  
 6 domestic product and being needed for anything from  
 7 four inch on through 48 inch, having the ability to  
 8 pour domestically those size ranges would be important.  
 9 You know, it's going to be contingent upon  
 10 what the demand is at any given time, so it's just  
 11 having a comfort level that they'd be able to satisfy  
 12 what the perceived demand may be at any given time  
 13 based on the economic conditions for water and waste  
 14 water.  
 15 Q. If Star were in a position where it was able  
 16 to pour fittings in the A item range and had an  
 17 inventory of those fittings but possibly needed to  
 18 build a pattern to spec for a particular oddball  
 19 fitting, would that be a problem for you?  
 20 A. Could be. Could be depending on the  
 21 timeline that we needed the other fittings that weren't  
 22 A items.  
 23 One of the things we don't have a lot of  
 24 visibility to is when we'll need what. A items, you  
 25 classify them as A items because you have a history of

Page 173

1 repeat sales, but, you know, in the nature of the  
 2 business today which is predominantly public works more  
 3 so large diameter anything else, you know, we really  
 4 don't know what we need until it comes up.  
 5 A job bid has 10 36x12 T's or whatever it  
 6 may be which is not an A item that, you know, you can't  
 7 really forecast demand for those things.  
 8 Q. In your experience, does McWane occasionally  
 9 need to build a pattern to spec to fill a particular  
 10 order for a back-of-the-catalog oddball domestic  
 11 fitting?  
 12 A. I'm sure that happens.  
 13 Q. Is it fair to say that at some level you  
 14 would be comfortable dealing with Star if it had to go  
 15 through that process as long as it wasn't --  
 16 A. Not a regular occurrence, yeah. I mean, if  
 17 we are under the assumption that, you know, they're  
 18 viewed as a legitimate supplier in the long term of  
 19 domestic iron pipe fittings, and being legitimate  
 20 meaning that they have breadth and depth of inventory  
 21 and have control over their manufacturing process.  
 22 Q. Just now, sir, you testified that it might  
 23 be important for you to see that Star was going to be a  
 24 domestic producer for the long term; is that correct?  
 25 Why is that important for you?

**William Thees**  
**Investigational Hearing Excerpt**

**In the Matter of:**

**McWane/Sigma**

*November 16, 2010*  
*Bill Thees*

**Condensed Transcript with Word Index**



**For The Record, Inc.**  
**(301) 870-8025 - [www.ftrinc.net](http://www.ftrinc.net) - (800) 921-5555**

Page 154

1 They didn't go out of their way to try to  
 2 pitch that as being a viable source; so being a large  
 3 distributor that sells a lot of domestic fittings, you  
 4 know, we have to analyze all those factors. And at the  
 5 end of the day, I didn't have a comfort level that  
 6 they'd be able to meet our needs based on their  
 7 business proposal to us on domestic ductile iron pipe  
 8 fittings.  
 9 Q. Is a component of this service risk in  
 10 addition to everything you've mentioned an uncertainty  
 11 about the breadth of Star's product line? Is that a  
 12 concern?  
 13 A. Sure. That's a major concern.  
 14 Q. So as I've heard you testify so far, sir,  
 15 the components of this service risk of dealing with  
 16 Star are the uncertain breadth of Star's product line,  
 17 the depth of its inventory, the source of its fittings  
 18 and the quality control for those domestic fittings; is  
 19 that correct, sir?  
 20 A. Yes.  
 21 Q. And in addition to those components, is  
 22 there anything else you point to as part of this  
 23 service risk in dealing with Star?  
 24 A. No.  
 25 Q. Sir, when you testified that Star didn't go

Page 155

1 out of their way to promote this as a viable  
 2 alternative, I don't mean to paraphrase you, but I do  
 3 believe you testified something like that; is that  
 4 correct?  
 5 A. Yes.  
 6 Q. What did you mean by that?  
 7 A. Well, what I meant by that is I did not feel  
 8 that the management team within Star gave a compelling  
 9 reason to our company to switch our business from our  
 10 historical supplier to them based on the way they laid  
 11 out there offering on the domestic fittings side of it.  
 12 Q. Is it fair to say you weren't impressed with  
 13 the messaging?  
 14 A. That's right.  
 15 Q. They didn't do a good job of conveying what  
 16 their program was and what the details of the program  
 17 were and what their strengths and capabilities were?  
 18 A. Yes, they did not.  
 19 Q. Who have you been interfacing with Star on  
 20 this issue?  
 21 A. Dan McCutchen. I have conversations with  
 22 him from time to time. Mike Barry is one of regional  
 23 managers, and you'll have to forgive me because I'm not  
 24 real clear of their org chart on in terms of what their  
 25 position is, but there's another gentleman, Pete

Page 156

1 Lisowski, who's a regional salesperson for them, I've  
 2 had conversation with.  
 3 Q. Has McWane responded to Star's entry in any  
 4 way that has made you less willing to do business with  
 5 Star on the domestic side?  
 6 A. Well, they put a letter out that addressed,  
 7 which I'm sure you have in here somewhere, you  
 8 purchasing domestic -- or as a company as one of the  
 9 distributors purchasing domestic fittings from a  
 10 nontraditional domestic iron fitting supplier and what  
 11 could result from doing that.  
 12 Q. Sir, you're correct. We have a copy of  
 13 that. Let me go ahead and mark that for an exhibit  
 14 now. Sir, I'd like to show you a document we'll have  
 15 marked as CX-506.  
 16 (Exhibit CX-506, FEI-00002410-2411, E-mail from  
 17 Butch Doane with attached letter dated September 22,  
 18 2009, was marked for identification.)  
 19 BY MR. RENNER:  
 20 Q. Mr. Thees, CX-506 is a document as you see  
 21 that bears the Bates stamp FEI-00002410 through 2411.  
 22 It's an E-mail from Butch Doane to yourself attaching a  
 23 letter from Tyler/Union dated September 22, 2009.  
 24 Sir, is the letter that is attached to  
 25 CX-506 the letter you were describing in your

Page 157

1 testimony?  
 2 A. Yes.  
 3 Q. Did Tyler/Union's stance as articulated in  
 4 this letter or otherwise or oral conversations with you  
 5 or anyone else at Ferguson affect your willingness to  
 6 deal with Star on the domestic side?  
 7 A. Yes.  
 8 Q. How so, sir?  
 9 A. Well, I look at the paragraph here which  
 10 talks about not supporting the program. "You may  
 11 forego participation in any unpaid rebates for domestic  
 12 fittings and accessories or shipments of their domestic  
 13 fittings and accessory orders of Tyler/Union and Clow  
 14 water products for up 12 weeks."  
 15 So, you know, you look at that statement and  
 16 recognize there's a risk associated with shifting  
 17 business to someone who we have historically not done  
 18 domestic business with without having a clear  
 19 understanding of what their capabilities are.  
 20 So that was a component of our decision to  
 21 provide or at least procure most of our fittings,  
 22 domestic fittings from Tyler/Union unless there's an  
 23 event where they can't produce the product when you  
 24 need it which was the caveat to, I guess, penalty.  
 25 Q. And the penalty as you say that's recited in

Page 158

1 this letter, has that penalty and its communication to  
 2 Ferguson affected your willingness to do business with  
 3 Star on the domestic side?  
 4 A. Yes.  
 5 Q. Has it affected your willingness to do  
 6 business with Star significantly?  
 7 A. I'm not going to say significantly because  
 8 the vast majority of why we choose not to do business  
 9 with Star is more around the fact that we had not done  
 10 business with them before and didn't feel the need to  
 11 do business with them on domestic fittings. It's not  
 12 as if we shifted things away from them because this  
 13 letter came out. We were never using them in that vein  
 14 and didn't feel the need to. This is just a piece of  
 15 something to consider.  
 16 Now, in the event that we felt like Tyler  
 17 wasn't taking care of us, then that would be a point of  
 18 conversation with Union Tyler/McWane regarding their  
 19 stance if we felt like we weren't getting serviced.  
 20 Q. Sir, I believe you testified that the  
 21 penalty outlined in this letter increases the risk of  
 22 dealing with Star on the domestic side; is that  
 23 correct?  
 24 A. Yes.  
 25 Q. Can you just walk out the -- precisely what

Page 159

1 that risk is that is added to dealing with Star by this  
 2 penalty?  
 3 A. Well, they are saying that they may forego  
 4 rebates which, okay, you could forego rebates on --  
 5 unless you did an overall shift to Star, you could  
 6 forego rebates on any domestic product you buy from  
 7 them.  
 8 The other risk is them choosing not to ship  
 9 you product, and the way I interpret is if I buy  
 10 something from Star and they're unable to service me,  
 11 that Tyler is not going to step to the plate and be  
 12 willing to sell you on a project that Star couldn't  
 13 perform on, and to me that was the biggest issue.  
 14 Q. The delivery component of the penalty or the  
 15 potential penalty is the biggest concern for you?  
 16 A. Yes.  
 17 Q. And why is that?  
 18 A. Well, it goes to not being able to take care  
 19 of a customer and back to the contractor conversation  
 20 we had about penalties from a contractor by not being  
 21 able to perform and plus, you know, impair a  
 22 relationship with that contractor. It could have  
 23 financial ramifications with that contractor. Those  
 24 would be the biggest issues.  
 25 Q. Is it fair to say that there could be

Page 160

1 financial ramifications on the present project with the  
 2 contractor that you are unable to perform with?  
 3 A. Yes.  
 4 Q. And then is there also a risk to the  
 5 relationship with the contractor going forward?  
 6 A. Sure.  
 7 Q. And possibility that you could lose not just  
 8 fitting sales in the future but ductile iron pipe and  
 9 valve and hydrant and brass sales as well?  
 10 A. Yes.  
 11 Q. If the world were different than it were  
 12 today and this policy had never been announced or  
 13 enforced by Tyler/Union, would you have purchased more  
 14 domestic fittings from Star than you have?  
 15 A. It gets back to their ability to service us  
 16 with their current offering. I can't answer that  
 17 without knowing that component. If I felt comfortable  
 18 that they were capable of serving us, it could have an  
 19 impact to the amount we buy from them, but other than  
 20 that, no.  
 21 Q. And you comfortable with Star's ability to  
 22 service you in the domestic side today?  
 23 A. No.  
 24 Q. Would you be comfortable working on the  
 25 domestic side with a dual source situation, purchasing

Page 161

1 the fittings that Star did have, perhaps the A items  
 2 and purchasing the oddball fitting from McWane as  
 3 needed?  
 4 A. I suppose if all parties were in agreement  
 5 with an arrangement like that, it could be something  
 6 that we would consider, but not necessarily as it  
 7 stands today.  
 8 Q. It sounds as if you find there to be  
 9 efficiencies on the import side of your business from  
 10 having more than one supplier; is that correct?  
 11 A. Yes.  
 12 Q. And all things being equal, would you expect  
 13 to see those same efficiencies on the domestic side  
 14 from having more than one supplier from Ferguson's  
 15 standpoint?  
 16 A. It could play out that way if you had  
 17 everything being equal in terms or at least close in  
 18 terms of ability to supply domestic fittings, but, you  
 19 know, you're talking about on the import side you've  
 20 got three manufacturers or one manufacturer, two  
 21 importers with a long track record of being able to  
 22 supply product.  
 23 And now in this case you've got one  
 24 manufacturer being able to supply domestic product and  
 25 a new entry with a cloudy, murky offering as far as I'm

Page 162

1 concerned. So if everybody is on an equal playing  
 2 field in terms of supplying like product the same depth  
 3 and breadth, then, yes, you can have efficiencies from  
 4 it.  
 5 Q. Do your branch managers today have  
 6 discretion to purchase Star domestic fittings when  
 7 those domestic fittings are otherwise available from  
 8 Tyler/Union?  
 9 A. We would counsel them against that.  
 10 Q. Have you, in fact, counseled them against  
 11 that?  
 12 A. Yes.  
 13 Q. If you were neutral to the issue and  
 14 instructed your branch managers to exercise their  
 15 discretion, would the branch managers -- are there some  
 16 branch managers out there who'd be purchasing more  
 17 domestic fittings from Star than they are at present?  
 18 A. If I was neutral individually?  
 19 Q. Well, yes. Speak for yourself, sir, please.  
 20 Thank you.  
 21 A. Yes. I suppose that could happen.  
 22 Q. If the penalty contained in the September  
 23 22nd letter didn't exist, wasn't enforced, would you be  
 24 neutral on the position?  
 25 A. That would make me less inclined to. I

Page 163

1 would -- well, let me back up. I would be more  
 2 neutral, but with the caveat that we're making the  
 3 assumption that there would be -- that McWane would --  
 4 if Star was unable to perform, that McWane would be  
 5 there to back us up and supply the product that we  
 6 needed, then yes. I would be more neutral.  
 7 Q. And based on what we've said, you being  
 8 neutral would likely increase purchases of Star  
 9 domestic fittings from the branch managers?  
 10 A. I think that's a reasonable assumption.  
 11 Q. Any way to ballpark the delta in the  
 12 purchases of Star that would exist in that state of  
 13 affairs from where they are today?  
 14 A. No. I don't know. I still believe that the  
 15 vast majority of the sales would go through Tyler/Union  
 16 simply because that's been the proven source and  
 17 without a lot of clarity of what's Star's inventory  
 18 offering is, it's tough to say how much more business  
 19 would get pushed their way.  
 20 I think you would find where the  
 21 relationship was strong with a Star associate and a  
 22 Ferguson branch, in all likelihood given they had a  
 23 quality inventory position, would reap the benefits of  
 24 increased business, but to say how much it is would be  
 25 a complete guess.

Page 164

1 Q. Is it possible that it could be as much as  
 2 ten percent of your domestic spend?  
 3 A. I can't answer that, Chris. I don't know.  
 4 Q. I appreciate that. If the Federal Trade  
 5 Commission were to prohibit McWane from enforcing the  
 6 policy contained in the September 22nd letter, would  
 7 the state of affairs that we have just walked through  
 8 result -- you would adopt a stance of neutrality with  
 9 respect to purchases from the branches from Star and  
 10 McWane on the domestic side and some of the branches  
 11 would shift some of their purchases of domestic  
 12 fittings to Star?  
 13 A. Could you be more specific in terms of what  
 14 you would demand removed from the policy?  
 15 Q. So assume that the -- in this hypothetical  
 16 that the Federal Trade Commission prohibited McWane  
 17 from punishing distributors who purchased domestic  
 18 fittings from Star either through revoking accrued  
 19 rebates or by not shipping product when ordered,  
 20 essentially assume that the penalty schedule outlined  
 21 in the September 22nd letter is taken off the table.  
 22 A. Well, if we -- I suppose if there were no  
 23 penalty and Tyler/Union would sell to us to regardless  
 24 of what our alignment was on ductile iron pipe fittings  
 25 and financially there was no ramification, then it

Page 165

1 would be reasonable to assume that our business with  
 2 Star would increase based on the assumption that they  
 3 were capable of providing product to us.  
 4 Q. Let's take the remaining part of the  
 5 business for a moment, the business that doesn't switch  
 6 over to Star in this hypothetical that we're walking  
 7 down and let's look at the remaining business with  
 8 McWane.  
 9 So in this world the branch managers have  
 10 more discretion about who they're going to deal with on  
 11 the domestic side, and I think as you said that the  
 12 majority of those -- I think you said the vast majority  
 13 of those are going to stay with McWane in your opinion.  
 14 Would you get a better price from McWane on  
 15 those purchases because you could use Star now as a  
 16 stalking horse in negotiations with McWane to leverage  
 17 a better deal on the domestic side?  
 18 A. Can you repeat that?  
 19 Q. Sure. And let me rephrase it instead, try  
 20 to ask a better question. If you were able -- if you  
 21 were comfortable using Star in the domestic side for  
 22 the reasons we've discussed --  
 23 A. Okay.  
 24 Q. -- do you think you could leverage the  
 25 possibility of shifting more sales to Star in the

Page 170

1 A. No. I'll go back to this letter. You know,  
 2 it wasn't such a major event in my opinion because it  
 3 didn't really require any change in behavior from our  
 4 people, so I didn't spend a significant amount of time  
 5 studying the wording other than when I look at that I  
 6 think about our relationship with McWane and how large  
 7 a customer they are with us that in the event that they  
 8 felt like we stepped out of line and bought outside of  
 9 our historical participation with them that it might be  
 10 something we have to deal with, but, you know, this  
 11 wasn't something that I thought needed a whole lot of  
 12 attention because we're not changing how we do things.  
 13 Q. All right. I appreciate this. Another  
 14 question along the same vein. The September 22nd  
 15 letter provided that customers who purchased from Star  
 16 on the domestic side may either forego accrued rebates  
 17 or not receive product for up to 12 weeks.  
 18 Did you get the sense from any of your  
 19 communications with anyone at McWane that that or  
 20 clause meant "and" and that disloyal distributors would  
 21 forego accrued rebates and not be shipped ordered  
 22 product?  
 23 A. I'll go back to probably didn't analyze it  
 24 to the point where I was trying to decide whether it  
 25 was and/or or just "or" or just "and," so I don't know.

Page 171

1 Q. Fair enough.  
 2 MR. RENNER: Let's go off the record.  
 3 (Whereupon, at 12:52 p.m., a lunch recess  
 4 was taken.)  
 5  
 6 AFTERNOON SESSION  
 7 (1:31 p.m.)  
 8 BY MR. RENNER:  
 9 Q. Mr. Thees, before we broke for lunch, we  
 10 were discussing Star Pipe's domestic fittings program,  
 11 and we want to touch on this issue again with respect  
 12 to understanding what Ferguson would need to see in  
 13 terms of Star's capabilities on the domestic side  
 14 before you would feel comfortable dealing with them.  
 15 A. Okay. Well, one thing, breadth and depth of  
 16 inventory would be important, a better understanding of  
 17 their relationship with the foundries who they've  
 18 contracted with. I mean, there's one more component to  
 19 them not having control over the manufacturing of that  
 20 product. They're one step removed if they don't own  
 21 the foundry. They're relying on another company to do  
 22 whatever they do for the manufacture of that product;  
 23 so a more thorough understanding of how that  
 24 relationship works would be prudent. Those would be  
 25 the two main factors.

Page 172

1 Q. In terms of the breadth of inventory, sir,  
 2 what would you like to see? Can we quantify this at  
 3 all?  
 4 A. Well, I don't know if I can quantify it.  
 5 It's really about size. You know, when you look at  
 6 domestic product and being needed for anything from  
 7 four inch on through 48 inch, having the ability to  
 8 pour domestically those size ranges would be important.  
 9 You know, it's going to be contingent upon  
 10 what the demand is at any given time, so it's just  
 11 having a comfort level that they'd be able to satisfy  
 12 what the perceived demand may be at any given time  
 13 based on the economic conditions for water and waste  
 14 water.  
 15 Q. If Star were in a position where it was able  
 16 to pour fittings in the A item range and had an  
 17 inventory of those fittings but possibly needed to  
 18 build a pattern to spec for a particular oddball  
 19 fitting, would that be a problem for you?  
 20 A. Could be. Could be depending on the  
 21 timeline that we needed the other fittings that weren't  
 22 A items.  
 23 One of the things we don't have a lot of  
 24 visibility to is when we'll need what. A items, you  
 25 classify them as A items because you have a history of

Page 173

1 repeat sales, but, you know, in the nature of the  
 2 business today which is predominantly public works more  
 3 so large diameter anything else, you know, we really  
 4 don't know what we need until it comes up.  
 5 A job bid has 10 36x12 T's or whatever it  
 6 may be which is not an A item that, you know, you can't  
 7 really forecast demand for those things.  
 8 Q. In your experience, does McWane occasionally  
 9 need to build a pattern to spec to fill a particular  
 10 order for a back-of-the-catalog oddball domestic  
 11 fitting?  
 12 A. I'm sure that happens.  
 13 Q. Is it fair to say that at some level you  
 14 would be comfortable dealing with Star if it had to go  
 15 through that process as long as it wasn't --  
 16 A. Not a regular occurrence, yeah. I mean, if  
 17 we are under the assumption that, you know, they're  
 18 viewed as a legitimate supplier in the long term of  
 19 domestic iron pipe fittings, and being legitimate  
 20 meaning that they have breadth and depth of inventory  
 21 and have control over their manufacturing process.  
 22 Q. Just now, sir, you testified that it might  
 23 be important for you to see that Star was going to be a  
 24 domestic producer for the long term; is that correct?  
 25 Why is that important for you?

Page 174

1 A. Well, it gets back to their ability to  
 2 service us. I mean, if they suddenly choose -- let's  
 3 say we're aligned with Star and they suddenly choose to  
 4 exit the ductile iron pipe fitting manufacturing  
 5 process, we could be midstream in a job with them not  
 6 having the ability to service us. It could create  
 7 problems for us.  
 8 Q. Has Star taken any steps to try to reassure  
 9 you that they are in the domestic market for the long  
 10 term?  
 11 A. Just through conversation from Dan McCutchen  
 12 at trade associations such as AWWA that they had an  
 13 intention of -- the intention of continuing in the  
 14 domestic ductile iron pipe manufacturing -- ductile  
 15 iron pipe fittings manufacturing and that long-term  
 16 strategy perhaps could include them building or buying  
 17 a foundry.  
 18 Q. And the foundry plan as was communicated to  
 19 you, does that go some way towards alleviating any  
 20 concerns you might have as whether Star is in this for  
 21 the long term?  
 22 A. Yes. It would.  
 23 Q. Can you spell that out, sir?  
 24 A. Well, it goes back to them having control  
 25 over the manufacturing process where currently today

Page 175

1 they don't have complete control. When you own a  
 2 foundry and it's theirs they make all the decisions as  
 3 to what happens in that foundry; so that's a key  
 4 component to us analyzing because we're dealing with  
 5 the source, their ability to service us.  
 6 Q. If you observed Star going ahead and making  
 7 the investment in the fixed costs necessary to set up a  
 8 domestic foundry, would that investment give you some  
 9 certitude about their willingness to be in the market  
 10 for the long term?  
 11 A. Yes.  
 12 Q. Is it possible that there's a chicken and  
 13 egg problem here? Do you think it's possible that if  
 14 for Ferguson threw more volume Star's way, Star would  
 15 have the volume necessary to load a foundry which would  
 16 give it the incentive to build the foundry which would  
 17 show you that they were in it for the long term? Have  
 18 you ever considered whether there's a chicken and egg  
 19 dynamic here?  
 20 A. That is certainly a possibility. I mean,  
 21 you get more volume to warrant capital investment. At  
 22 some point they've got to make a decision when they  
 23 feel like it's worth taking that risk, but from our  
 24 standpoint in order to give them volume, they've got to  
 25 be able to service us today; so, yeah, there's

Page 176

1 certainly a chicken and egg dynamic potential there.  
 2 Q. Going back to this issue of the breadth and  
 3 depth of the inventory, do you have a sense of how many  
 4 unique SKUs of domestic ductile iron pipe fittings  
 5 Ferguson stocks and sells in a given year?  
 6 A. No.  
 7 Q. Could we do a ballpark?  
 8 A. How many domestic ductile iron pipe SKUs?  
 9 200.  
 10 Q. Do you have a sense of -- let me back up.  
 11 It's my sense that a full line of ductile iron pipe  
 12 fittings encompasses hundreds if not over a thousand  
 13 different unique pipes of ductile iron pipe fittings.  
 14 Is that your understanding as well?  
 15 A. Yeah. There's a lot of different SKUs. If  
 16 I had the catalog in front of me, I could tell you with  
 17 a better certainty as to what we are selling, so -- but  
 18 you have several different configurations of bends, of  
 19 T's, of caps, plugs, of sleeves, of reducers; so I just  
 20 hadn't spent the time quantifying them.  
 21 Q. Well, maybe we can back off from an absolute  
 22 number in terms of the SKUs and let's talk about what  
 23 percentage of your fitting needs Star would need to be  
 24 able to satisfy on the domestic side before you would  
 25 feel comfortable giving them some business. Would they

Page 177

1 need to satisfy 95 percent of your historical demand in  
 2 terms of the SKUs?  
 3 A. Well, I would say they would need to have  
 4 the capability to satisfy all the products that we  
 5 commonly use. Tyler/Union today can't satisfy  
 6 everything we need every time we need it, so I think it  
 7 would be unrealistic to expect that Star could supply  
 8 everything we need everything time we need it.  
 9 So to quantify it, it's tough to put a  
 10 number to it. You know, I will go and say that a  
 11 hundred percent of our common items I would need to  
 12 feel comfortable they could handle the A's and B's, if  
 13 you will.  
 14 Q. And currently you don't have that comfort?  
 15 A. No.  
 16 Q. Has anyone at Star ever tried to communicate  
 17 what their inventory position is or what their  
 18 capabilities are?  
 19 A. Not in detail, no.  
 20 Q. And does that lack of detail and the  
 21 communication raise some uncertainty in your mind as to  
 22 Star's ability to perform?  
 23 A. Yes.  
 24 Q. Sir, if I could show you a document that  
 25 we'll mark at CX-508. For the record, CX-508 is a set

Page 210

1 Q. What is it?  
 2 A. Looks like a conversation I had with Larry  
 3 on that date, assume a meeting somewhere, and him  
 4 telling me that they were wanting to produce fittings  
 5 domestically.  
 6 Q. June 4, 2009 would that have been at the  
 7 AWWA show? Do you remember?  
 8 A. No. I know it's around that time frame, but  
 9 I don't know the exact date.  
 10 Q. Do you recall the purpose of this meeting?  
 11 Was it primarily to discuss domestic production by  
 12 SIGMA?  
 13 A. It would be any time we meet with them.  
 14 It's general catchup on a wide variety of issues, that  
 15 was either notes from me asking the question if they  
 16 were going to do it or them just volunteering the  
 17 information.  
 18 Q. Were you interested in SIGMA entering  
 19 domestic production?  
 20 A. Yeah. I mean, this ties back to where --  
 21 what our opinion, what would happen with ARRA and how  
 22 big an impact was going to be and what potential shifts  
 23 we're going to have of supply and demand and capacity  
 24 around domestic fittings, so any time I met with them  
 25 or Star, the question came up are you guys going to

Page 211

1 enter or they just volunteered the information.  
 2 Q. Did you indicate that you would throw  
 3 business their way on the domestic side if they did  
 4 enter?  
 5 A. No. At this point we're just trying to  
 6 determine whether or not they are going to be in the  
 7 domestic business.  
 8 Q. Just to be clear on the record, sir, either  
 9 Star or SIGMA did you offer any --  
 10 A. No.  
 11 Q. -- volume commitments?  
 12 A. No. Sorry for interrupting.  
 13 Q. Not at all. Sorry for the long questions.  
 14 The notes that you took of this  
 15 conversation, sir, the first line, "Looking to produce  
 16 domestically by season of 2010."  
 17 A. Yeah.  
 18 Q. Season of 2010, what does that mean?  
 19 A. Construction season is typically spring  
 20 through the fall, so season would probably be -- the  
 21 start of the season would be spring of 2010.  
 22 Q. Do you recall whether Mr. Rybaki indicated  
 23 that SIGMA would enter with a full line or a partial  
 24 line?  
 25 A. I don't recall.

Page 212

1 Q. Did Mr. Rybaki indicate that this was a  
 2 settled plan on the part of SIGMA or that this was  
 3 something they were considering?  
 4 A. No. Definitely wasn't a settled plan, and I  
 5 believe it was something they were considering.  
 6 Q. Farther down the page, sir, "Domestic will  
 7 go through 24 inches, size waiver on large diameter  
 8 forthcoming."  
 9 Do you recall what was said to correspond to  
 10 these notes?  
 11 A. No. I mean, my assumption would be on the  
 12 domestic side that SIGMA was claiming that they would  
 13 be able to build up through 24 inch and hope to get a  
 14 size waiver from the EPA on large diameter. That's  
 15 pure speculation, though. This was when we were still  
 16 trying to figure out what the heck Buy American meant.  
 17 Q. Next line, "Star's reaction" any  
 18 recollection of what was being discussed in connection  
 19 with this handwritten note?  
 20 A. I have TDG and HD and alignment written  
 21 down, but probably in the vein of if you're going to  
 22 produce domestically, is Star going to produce  
 23 domestically as well.  
 24 Q. Any sense of what TDG HD alignment might  
 25 refer to?

Page 213

1 A. No.  
 2 Q. Beyond the conversation that's memorialized  
 3 in this document, did you have any conversations with  
 4 anyone at SIGMA about SIGMA's plan to enter domestic  
 5 production?  
 6 A. Well, I'm sure I had the same conversation  
 7 with Larry on multiple occasions during the time frame  
 8 prior to them announcing that they were going to be a  
 9 master distributor of McWane, that the impression we  
 10 always had is that they were looking for a way to  
 11 produce domestically on their own.  
 12 Q. Did Mr. Rybaki ever indicate in these  
 13 discussions that SIGMA would certainly enter one way or  
 14 another, whatever time frame was possible, but that it  
 15 was something that you could depend upon and rely upon?  
 16 A. I can't say I would depend and rely upon it,  
 17 but he was persistent in his comments about entering  
 18 the domestic market.  
 19 Q. Did you walk away from these discussions  
 20 with Mr. Rybaki thinking that SIGMA was in fact  
 21 planning to enter the domestic market?  
 22 A. No.  
 23 Q. Why not?  
 24 A. I just felt like there wasn't a lot of  
 25 clarity and detail around his plan, so without that it

# **Jerry Webb Deposition Excerpt**

UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION  
OFFICE OF ADMINISTRATIVE LAW JUDGES  
PUBLIC  
DOCKET NUMBER 9351

1 APPEARANCES CONTINUED:  
2  
3  
4 HD SUPPLY  
Director, Legal  
(BY: Dan S. McDevitt, Esq.)  
Global Support Center  
3100 Cumberland Boulevard  
Suite 1480  
Atlanta, GA 30339

10 In-house Counsel for HD Supply

IN THE MATTER OF  
MC WANE, INC.,  
a corporation,  
and  
STAR PIPE PRODUCTS,  
a limited partnership.

13 HD SUPPLY  
Director, Legal  
(BY: Bindu J. Rao, Esq.)  
Global Support Center  
501 West Church Street  
Orlando, FL 32805

18 In-house Counsel for HD Supply

Deposition of JERRY WEBB, taken at  
King & Spalding, 1180 Peachtree Street, N.E.,  
Suite 1600, Atlanta, Georgia, 30309-3521, on  
Wednesday, May 30, 2012, beginning at 8:05 A.M.  
and concluding at 12:01 P.M.

24 REPORTED BY:  
TAMMY L. GARDNER  
25 CERTIFIED COURT REPORTER

1 APPEARANCES:

4 UNITED STATES FEDERAL  
TRADE COMMISSION  
(BY: Andrew K. Mann, Esq.)  
601 New Jersey Avenue, NW  
6 NJ-6205  
Washington, D.C. 20001

9 Attorney for the Complainant

12 LAW OFFICES OF BAKER BOTTS, L.L.P.  
(BY: William C. Lavery, Esq.)  
The Warner  
1299 Pennsylvania Avenue, NW  
14 Washington, D.C. 20004-2400

17 Attorneys for McWane, Inc.

20 LAW OFFICES OF KING & SPALDING  
(BY: M. Russell Wofford, Jr., Esq.)  
1180 Peachtree Street, N.E.  
21 Suite 1600  
Atlanta, GA 30309-3521

25 Attorneys for HD Supply

1 EXAMINATION INDEX

5 MR. WILLIAM C. LAVERY	5
6 MR. ANDREW K. MANN	48
7 MR. WILLIAM C. LAVERY	112
8 MR. ANDREW K. MANN	126

15 EXHIBIT INDEX

18 HD EXHIBIT 1	34
19 HD EXHIBIT 2	36
20 COMPLAINANT'S EXHIBIT 2173	83
21 CX 0552	88
22 CX 2172	102
23 CX 0138	104
24 EXHIBIT 2171	111

Page 57

1 that? Like what do you have to look into?  
 2 A. Typically on the regulatory side,  
 3 it's -- it's not costly from a business license  
 4 standpoint. The real cost is in personnel and  
 5 building and materials.  
 6 Q. And can you expand on the cost of  
 7 personnel?  
 8 A. Well, it would depend on whether we're  
 9 trying to attract and hire top talent from that  
 10 area, it would cost us more than if we were  
 11 transferring someone into the area to build.  
 12 Q. Any other challenges that come to mind  
 13 if you were going to green field a new  
 14 distribution branch?  
 15 A. Well, there are a number. Everything  
 16 from the approval for outdoor storage by local  
 17 City Council can be challenging, to finding an  
 18 existing location where we can start quickly or  
 19 whether we have to build a location.  
 20 Q. Any other challenges that come to mind?  
 21 A. Periodically specification challenges  
 22 and whether we can get the appropriate vendor  
 23 lines that we need for that area.  
 24 Q. Are there any particular lines that you  
 25 have in mind that are more difficult to get?

Page 58

1 A. The valve and hydrant lines are -- you  
 2 know, there's a number of valves and hydrant  
 3 lines, m'mm, that, m'mm -- that are available, but  
 4 if they have a particular market with adequate  
 5 distribution, they may not want to add us to that  
 6 particular area, so I would say we can always get  
 7 a valve and hydrant line. We may not get the one  
 8 that's most specified for that area.  
 9 Q. Shifting to acquiring an existing  
 10 location, what challenges does HD Supply face when  
 11 it takes that road?  
 12 A. The existing ownership, m'mm, how many  
 13 family members from the existing ownership work in  
 14 the organization, m'mm, the back office functions  
 15 that typically are not needed in an acquisition,  
 16 retention of top talent, both management and sales  
 17 talent. The ones I can think of.  
 18 Q. As a general rule of thumb, how large  
 19 is a service area for a general branch?  
 20 A. In my mind, in the past, and, again,  
 21 this would vary, depending on the need of the  
 22 area, but roughly 10,000 square feet of warehouse  
 23 space, 3,000 square feet of office space, and I'd  
 24 say roughly 2 to 3 acres of yard space.  
 25 Q. In your previous, m'mm, deposition,

Page 59

1 there was some talk of Waterworks locations, I  
 2 guess, that focus on the fire protection industry.  
 3 Is that -- is that still the case, that there's  
 4 existing branches?  
 5 A. I believe it's 20 to 25 locations that  
 6 are dedicated fire protection.  
 7 Q. And when -- this morning when you stated  
 8 that there were north of 230, would the north of  
 9 230 figure include those fire protection  
 10 locations?  
 11 A. They would.  
 12 Q. And do those fire protection locations  
 13 sell ductile iron pipe fittings from McWane, Star,  
 14 Sigma?  
 15 A. Rarely.  
 16 Q. So of the HD Supply Waterworks branches  
 17 that sell ductile iron pipe fittings, it would be  
 18 just north of 230, minus the fire?  
 19 A. 215 to 220, yeah. Somewhere in --  
 20 somewhere in that range. I can get more specific,  
 21 if you need the specifics, but we've, m'mm --  
 22 we've added some fire protection locations, as  
 23 well as Waterworks locations, so don't know the  
 24 specific numbers right now.  
 25 Q. In terms of miles, how far out would a

Page 60

1 branch service a project, typically?  
 2 A. A couple of factors there. In an area  
 3 of high density locations, such as Florida, where  
 4 we have a number of locations, we would, m'mm,  
 5 kind of limit their service area so they don't  
 6 overlap another service area, so it could shrink  
 7 to 50 miles in a place like Florida, and then in  
 8 an area like Minnesota, it could span out to 150  
 9 miles and into another state.  
 10 Q. Typically do branches service  
 11 contractors outside of their service area? So  
 12 like in Florida, m'mm, where a service area is,  
 13 you know, roughly 50 miles, and I understand  
 14 that's just a generalization, I mean, are the  
 15 branches soliciting bids outside of that radius?  
 16 Are they responding to contractors who aren't in  
 17 that service area?  
 18 A. Let me make sure I understand the  
 19 question correctly or I can give you an example  
 20 and see if it clarifies it.  
 21 Q. Okay.  
 22 A. Our Sarasota location -- have several  
 23 customers that are located in Sarasota that work  
 24 in the St. Pete market. That's a market that's  
 25 very easy for Sarasota to service. It's also a

Page 61

1 service very easy for our Tampa branch to market,  
 2 so both overlap there.  
 3 Q. Do any of your Waterworks locations also  
 4 supply plumbing products?  
 5 A. Not that I'm aware of.  
 6 Q. Why not?  
 7 A. Other than hating plumbing, m'mm, we,  
 8 m'mm -- Waterworks distribution typically services  
 9 up to the meter. Anything inside the house is --  
 10 is definitely plumbing products that we don't deal  
 11 in. Now, some of those are similar, some of them  
 12 come from the same vendors, periodically, but  
 13 we -- we don't service the plumbing market, as a  
 14 general rule.  
 15 Q. Is there anything unique about the  
 16 plumbing market that would explain why HD Supply  
 17 Waterworks doesn't supply that market?  
 18 A. I don't know the market well enough.  
 19 That would be a question for someone else. We  
 20 sold our plumbing division, and be better to ask,  
 21 m'mm, one of our corporate SPD guys as to why we  
 22 sold plumbing, so it's a -- it's not something  
 23 that we do.  
 24 Q. When you're looking at acquiring  
 25 locations, do you ever look at who the plumbing

Page 62

1 distributors are in a particular location?  
 2 A. No.  
 3 Q. Could a plumbing distributor quickly  
 4 begin serving Waterwork projects?  
 5 A. I mean, it happens. I believe Ferguson  
 6 has dual locations where they have Waterworks and  
 7 plumbing working together, m'mm, or should say  
 8 working out of the same location. I don't believe  
 9 there's any cynergies between those two groups.  
 10 We have locations where our white cap branches are  
 11 cohabited in, you know, one location, but we still  
 12 operate as two separate entities, just in a  
 13 consolidated location. I guess I really don't  
 14 understand the question on the plumbing side, and  
 15 I'm not qualified to answer anything plumbing.  
 16 Q. Let's shift gears a little bit. I want  
 17 to focus just a little bit on the product, itself,  
 18 the ductile iron pipe fittings.  
 19 In your previous testimony, m'mm, you  
 20 had a lengthy discussion with Mr. Renner about  
 21 how -- when these pipe fittings are used, what  
 22 types of projects, m'mm, and rather than rehashing  
 23 all that, m'mm, why don't I just summarize in my  
 24 words, and if I state something incorrectly, you  
 25 can correct me.

Page 63

1 Does that sound all right?  
 2 A. Okay.  
 3 Q. So, m'mm, is it fair to say that ductile  
 4 iron pipe fittings are primarily used in  
 5 pressurized projects?  
 6 A. That's a fair statement, yes.  
 7 Q. And other than PVC fittings that are  
 8 used with PVC pipe, are there any substitutes for  
 9 ductile iron pipe fittings for pressurized  
 10 applications?  
 11 A. I think I remember from our previous  
 12 discussion there are some pressure rated PVC pipe  
 13 fittings. Very limited, but there are some.  
 14 There are cases of steel fabricated fittings, and  
 15 other than steel fabricated fittings, it would  
 16 largely come down to MJ ductile iron fittings or  
 17 flange ductile iron fittings.  
 18 Q. And the steel fittings, what type of  
 19 projects are steel fittings used in?  
 20 A. It would be hard to give you a really  
 21 good example, but my, m'mm -- where the primary  
 22 pipe being used would be steel pipe and it would  
 23 be a steel welded fitting.  
 24 Q. Would you ever see a steel fitting used  
 25 with ductile iron pipe?

Page 64

1 A. No, I have not.  
 2 Q. What percentage of HD Supply's business  
 3 is fittings below 24 inches?  
 4 A. I don't know.  
 5 Q. What size range of fittings are in your  
 6 inventory? Strike that. Let me ask a better  
 7 question.  
 8 Are you familiar with the term A items,  
 9 B items, C items, and D items?  
 10 A. Sure.  
 11 Q. What are A item fittings?  
 12 A. In today's market, m'mm, couldn't give  
 13 you a good answer. I can talk historically. A  
 14 items used to be the, m'mm -- A items used to be  
 15 4, 6, 8, 12, and 10 would fall in there, but was  
 16 kind of a -- say a useless size, but just not as  
 17 prevalent as it used to be. More near term,  
 18 getting away from those private development jobs  
 19 that were almost uniquely 6 and 8 inch, m'mm, the  
 20 larger diameter is more prevalent in today's  
 21 market. So, again, without being specific as to  
 22 if we walked into one of our Atlanta locations  
 23 today would they have 6, 8, and 12? Probably so.  
 24 Would they have more 16, 24, and above? It's  
 25 quite possible because of the nature of the

Page 69

1 all about pricing change?  
 2 A. It doesn't refresh my memory about the  
 3 pricing. M'mm, and, actually, I don't recall the  
 4 specifics of the rebate change, either.  
 5 Q. Would the testimony provided back in  
 6 November of 2010 be more accurate than your  
 7 recollection today about --  
 8 MR. LAVERY:  
 9 Object to the form. It's not clear  
 10 what testimony you're pointing to right  
 11 now.  
 12 THE WITNESS:  
 13 I'd have to read it to, m'mm -- to,  
 14 m'mm, refresh my memory.  
 15 EXAMINATION BY MR. MANN:  
 16 Q. So if you could turn to Page 99, this is  
 17 the MiniScript, so it's on Page 26.  
 18 A. (Witness complies.) Okay.  
 19 Q. At the bottom of Page 99, there's a  
 20 question, it starts on Page -- or on Line 24. It  
 21 said did they reduce the rebate that they were  
 22 paying to you on the domestic fittings? Going up  
 23 to Page 100, Answer: Yes. Should we think of  
 24 that as the same as an increase in price  
 25 effectively on the domestic fittings? Answer:

Page 70

1 Effectively, yes.  
 2 A. Okay.  
 3 Q. Any reason that that testimony isn't --  
 4 wasn't true in 2010 when you provided it?  
 5 A. I have no reason to believe that it  
 6 wasn't true when I provided it. I would have to  
 7 go back to Glenn Fielding and find out the  
 8 specifics of the rebate program we were talking  
 9 about at the time, because I -- I'm assuming in  
 10 November of 2010 we were talking about the 2010  
 11 program versus what the '09 program was, and  
 12 sitting here today, I don't remember the specifics  
 13 of it, but during this testimony I either had it  
 14 in front of me or recalled it at that time.  
 15 Q. In your opinion, did the A-R-R-A expand  
 16 McWane's bargaining power?  
 17 MR. LAVERY:  
 18 Object to the form. Vague.  
 19 MR. MANN:  
 20 Or did it provide greater leverage  
 21 to Tyler Union over HD Supply?  
 22 MR. LAVERY:  
 23 Same objection.  
 24 THE WITNESS:  
 25 It's -- it certainly put McWane in

Page 71

1 a better position related to their  
 2 domestic fitting capabilities in the  
 3 market place.  
 4 EXAMINATION BY MR. MANN:  
 5 Q. And why was that?  
 6 A. They were a full line distributor or  
 7 full line manufacturer of domestic fittings.  
 8 Q. Are you familiar with the mechanics in  
 9 today's market as to how the bidding process  
 10 works? Obviously when you were out in the field  
 11 you were probably dealing with it on a day-to-day  
 12 basis.  
 13 Do you know whether or not that process  
 14 has changed at all since you left the field?  
 15 A. Which bidding process are we talking  
 16 about?  
 17 Q. I guess I'm just -- what I'd like to --  
 18 if you know, is to have you explain, just kind of  
 19 walk through how a job goes from, you know, a  
 20 project owner hiring someone to spec the project  
 21 out, to the actual delivery, if you're -- I  
 22 recognize you haven't been in the field for a few  
 23 years, and, so, if -- if you're not close enough  
 24 to it, I completely understand. M'mm --  
 25 A. It's been a while since I've been

Page 72

1 directly involved in -- in project bidding, but I  
 2 think the basics are still the same. Engineering  
 3 firm hired by a municipality. In other words, we  
 4 are talking about a public works or a municipal  
 5 bid for a project that would be installed by a  
 6 contractor, so I'll start with that one, m'mm, but  
 7 municipality either engages an engineer or has one  
 8 on staff that draws up the plans and  
 9 specifications for that project, our sales  
 10 representative for all of the contractors who  
 11 would be bidding that project to the engineer to  
 12 the city would take off the materials that we  
 13 would supply, provide a bid quotation to the  
 14 contractor saying hopefully close the order  
 15 through their relationships and negotiation.  
 16 Q. So once the order is closed -- or let me  
 17 back up.  
 18 So you said that you would provide a  
 19 material takeoff to the contractor?  
 20 A. That's correct.  
 21 Q. Do you specify which manufacturer of  
 22 ductile iron pipe fittings you use in those  
 23 material takeoffs?  
 24 A. We would specify on our quotation  
 25 whatever we were required to supply from the

Page 73

1 engineer's specifications.  
 2 Q. So if an engineer lists -- how would an  
 3 engineer identify if they were going to allow  
 4 imported fittings to be put on a project?  
 5 A. It could be -- it could be an omission  
 6 of American made fittings, so by not specifying,  
 7 the assumption would be imports were -- would be  
 8 allowed. And then there are a number of products  
 9 when you get particularly to the valve and hydrant  
 10 section, where they would specify that it has to  
 11 be a Mueller A423 or an American E64B fire  
 12 hydrant. So we would -- we would -- we review the  
 13 specifications carefully to make sure we get the  
 14 right fire hydrant, the right restrainer, the  
 15 right fittings, of course, m'mm, and those would  
 16 be included on our bid.  
 17 Q. Just focusing on the fittings, if,  
 18 m'mm -- if the omission of buy American or  
 19 American made fittings, m'mm -- if there is that  
 20 omission, so it just says fittings, the assumption  
 21 is that imported fittings could be used, is that  
 22 correct?  
 23 A. In a very general way, yes, but, you  
 24 know, a salesperson who's dealing with that  
 25 particular engineer in that particular city would

Page 74

1 know more in an omission case than I do sitting  
 2 here telling the story.  
 3 Q. I see.  
 4 What I'm really curious to know is in an  
 5 event where imports are allowed, does HD Supply  
 6 specify whether the fittings are coming from Tyler  
 7 Union, Sigma, or Star in the material takeoff or  
 8 do they just say imported fittings?  
 9 A. It's a very generic description, as I  
 10 recall from our bids.  
 11 Q. During, m'mm, the A-R-R-A period,  
 12 were -- or prior to the A-R-R-A period, when there  
 13 was the American made requirement, how did HD  
 14 Supply respond in the material takeoff? Would it  
 15 specify Tyler as the fitting manufacturer or would  
 16 it just say American or domestic fittings? Do you  
 17 understand my question?  
 18 A. Yeah, I do, and I --  
 19 MR. WOFFORD:  
 20 Let me make -- I'm not sure I  
 21 do.  
 22 THE WITNESS:  
 23 Okay.  
 24 MR. WOFFORD:  
 25 Let me make sure it's clear.

Page 75

1 You're referring to the period the  
 2 effectiveness of the A-R-R-A when there  
 3 were requirement?  
 4 MR. MANN:  
 5 You know, so prior to A-R-R-A.  
 6 MR. WOFFORD:  
 7 All right.  
 8 EXAMINATION BY MR. MANN:  
 9 Q. So prior to A-R-R-A, when an engineer, a  
 10 municipality wanted domestic fittings, how would  
 11 HD Supply respond? Like how specific of a  
 12 description would it provide in its material  
 13 takeoff?  
 14 MR. LAVERY:  
 15 I'm going to object to the form.  
 16 Go ahead.  
 17 MR. MANN:  
 18 If you know.  
 19 THE WITNESS:  
 20 In every case, I don't know. We  
 21 have, m'mm -- we have a ton of inventory  
 22 numbers in our system that, for the most  
 23 part, on fittings, are generic, so a  
 24 number of our branches use the same  
 25 number, whether it's import or

Page 76

1 domestic. We have some who do a better  
 2 job of using the numbers that are  
 3 designated for import and domestic, and  
 4 actually we are -- our intent is to  
 5 ensure that we get a delineation between  
 6 those two going forward, you know, but  
 7 that's going to take a while, as well,  
 8 so in a -- in a bid that require  
 9 domestic prior to A-R-R-A, it could very  
 10 well specify that it is an American made  
 11 fitting. It could be a generic 6 inch  
 12 MJ 90 with nothing else listed on it,  
 13 and it could be notated on the bid in  
 14 the notes that all fittings will be  
 15 domestically manufactured for a  
 16 municipality who has that  
 17 specification.  
 18 Does that answer your question?  
 19 MR. MANN:  
 20 (Counsel nods his head  
 21 affirmatively.)  
 22 EXAMINATION BY MR. MANN:  
 23 Q. Will customers typically source  
 24 Waterworks project for a single project from a  
 25 single distributor?

Page 105

1 factors, including domestic and global inflation,  
 2 market and competitive conditions within each  
 3 region, as well as performance against our own  
 4 internal metrics.  
 5 Does Tyler Union telling you what  
 6 factors they analyze help you in your running of  
 7 your business as a distributor of Waterworks  
 8 products?  
 9 A. I -- I don't see where it helps us.  
 10 It's -- seems like this was put out as an  
 11 explanation as to how they methodically go through  
 12 what they go through to determine whether a price  
 13 increase is, m'mm, needed, and it also seems that  
 14 they analyze by regions, and I don't know what  
 15 they refer to as their regions, but I think it's  
 16 in the first paragraph, talking about the increase  
 17 in scrap iron transportation costs, and I do  
 18 remember a number of suppliers talking about  
 19 transportation costs going up exponentially. I  
 20 don't know if it's the same time frame or not.  
 21 Q. But just focused on the factors that  
 22 tell you it says that they analyzed, those factors  
 23 don't help you in you running your business?  
 24 MR. LAVERY:  
 25 Objection. Asked and answered.

Page 106

1 THE WITNESS:  
 2 You know, it's -- it -- it would  
 3 not help us in running our business. It  
 4 may -- it may help us by taking this to  
 5 our customer and saying this is -- this  
 6 is what we are -- this is what we're  
 7 experiencing, this is what the market's  
 8 experiencing, transportation costs,  
 9 scrap iron. So for informational  
 10 purposes, yes. For running our  
 11 business, no.  
 12 EXAMINATION BY MR. MANN:  
 13 Q. Over the last five years, have there  
 14 been any changes in the pricing structure from  
 15 suppliers of ductile iron pipe fittings that  
 16 popped up on your radar?  
 17 MR. LAVERY:  
 18 Objection. Vague.  
 19 THE WITNESS:  
 20 I'm not aware of any that have  
 21 popped up on my radar. I'm sure there's  
 22 been changes in a five-year period of  
 23 time, but, as I said, I -- I'm sure I  
 24 received these, but I pass them on to  
 25 Glenn for purposes of getting them into

Page 107

1 our system if it's a -- if it's an  
 2 announced price increase or if it's  
 3 something like this, that's more  
 4 informational, just pass it on to the  
 5 sourcing people.  
 6 EXAMINATION BY MR. MANN:  
 7 Q. Well, when there are changes, let's say  
 8 in the multiplier, if there's a multiplier change  
 9 in that the multiplier goes up, which would  
 10 suggest that you're paying more for the product,  
 11 is that correct?  
 12 A. That's correct.  
 13 Q. Do you ever see an offsetting change  
 14 where you'd get more of a rebate on the back end?  
 15 MR. LAVERY:  
 16 Objection. Calls for speculation.  
 17 THE WITNESS:  
 18 My experience, typically those are  
 19 two separate events, so the rebates are  
 20 negotiated typically to run the span of  
 21 a calendar year, and price increases  
 22 happen whenever they happen.  
 23 EXAMINATION BY MR. MANN:  
 24 Q. Are you familiar with the term project  
 25 pricing?

Page 108

1 A. I believe so.  
 2 Q. What is project pricing?  
 3 A. What my definition would be?  
 4 Q. Yes.  
 5 A. It's where we're bidding a specific  
 6 job. So it would be that project.  
 7 Q. Is there -- is that term ever used in  
 8 relation to negotiating prices with your  
 9 suppliers?  
 10 A. Let me try to answer, and then make sure  
 11 I'm -- I'm understanding this correctly. Our  
 12 people in the field who are bidding projects,  
 13 jobs, waste water treatment plant No. 123, as a  
 14 for instance, may very well call our suppliers  
 15 for -- well, they will call our suppliers for  
 16 competitive pricing, and depending on the  
 17 competitiveness of that job, may contact them  
 18 several times, so is that -- is that what you're  
 19 referring to?  
 20 Q. It is.  
 21 A. Okay.  
 22 Q. So in light of that explanation, are you  
 23 aware of any periods of time where suppliers of  
 24 ductile iron fittings were more willing or less  
 25 willing to respond to these specific project

**Jerry Webb**  
**Investigational Hearing Excerpt**

**In the Matter of:**

**McWane/Sigma**

*November 19, 2010*

*Jerry Webb*

**Condensed Transcript with Word Index**



**For The Record, Inc.  
(301) 870-8025 - [www.ftrinc.net](http://www.ftrinc.net) - (800) 921-5555**

Page 46

1 Q Okay. If we could move down one level to  
2 talk about your customers. Do you have any idea how  
3 many customers HD has on the waterworks side?  
4 A I think we -- I think it's roughly 45,000  
5 customers, but I need to check that. And that would  
6 not -- I mean, that would be a total of the customers,  
7 not active customers.  
8 So if you'd like to know the number of total  
9 active customers we have, I'd need to pull that data.  
10 Q If we were to ballpark it just sitting here  
11 today, the 45,000 customers that are active and  
12 inactive, can you give us a sense of what deduction  
13 we'd need to make to arrive at the ballpark estimate of  
14 the average active -- of the active customers?  
15 A I wouldn't feel comfortable ballparking it,  
16 but the -- I believe 45,000 is correct on the total  
17 count.  
18 Q And who are these folks? Are they  
19 contractors primarily?  
20 A Kind of yes and no. I mean, if you back up  
21 into, you know, 2002 to 2006, our primary customer was  
22 a contractor customer. As the market has declined,  
23 it's -- contractor customers are still the -- probably  
24 the primary customers, but municipalities, public works  
25 have become more prevalent in our customer base.

Page 47

1 Q Any other types of customers beyond  
2 contractors, municipalities, public water authorities?  
3 A That covers the gamut.  
4 Q What about pipe fabricators? Would they be  
5 customers of HD typically?  
6 A Not typically, no. Like a custom fab or a --  
7 no, they -- we buy from them.  
8 Q And so we have three different types of  
9 customers it sounds like: Contractors, municipalities,  
10 public water authorities. Do these customers have  
11 different service needs or requirements that HD has  
12 to -- has to meet in order to service them?  
13 Do you interact with these three groups of  
14 customers in the same way, or do you have to offer a  
15 different bundle of services to each?  
16 A I would say largely they're operated the same  
17 way, you know, within an 80 to 90 percent range, and  
18 then we like to believe that we can customize services  
19 for anybody depending on what their needs are.  
20 So, you know, describing just a few of those,  
21 if they have specific needs on their bids, we can adapt  
22 our system to accommodate them for whatever their needs  
23 are on the bids.  
24 If they want their pallets marked a certain  
25 way to be delivered, we -- we customize the service to

Page 48

1 the individual customer. Largely what they need,  
2 though, is pipe valves and fittings delivered to their  
3 job on time. So that's the core part of the business.  
4 The -- the things that we do that are  
5 considered extra we hope is where we gain some  
6 competitive advantage, but largely the business is  
7 getting it to them on time.  
8 Q Why do you think the share of your customer  
9 base made up by contractors has declined over the last  
10 couple of years? What explains that in your view?  
11 A Private development work is nonexistent. And  
12 that was all contractor work.  
13 Q Anything else?  
14 A Commercial as well. But commercial is really  
15 more on our fire protection side. But on the  
16 waterworks side the -- whether the contractors have  
17 gone out of business or whether they've converted over  
18 to doing public works jobs, the private development  
19 contractor has vastly reduced from the 2006 year.  
20 Q And these other two categories of customers,  
21 the municipalities and the public water authorities, do  
22 they have -- do they tend to order in different  
23 quantities or different types of products in general  
24 than a contractor would?  
25 A Definitely different quantities. They're

Page 49

1 typically stocking as opposed to doing a project, but  
2 largely the same materials.  
3 Q Let's talk a bit about fittings specifically  
4 as a product. It's our understanding that there are  
5 pressurized water pipelines and unpressurized water  
6 pipelines. Is that true? Is that a distinction you  
7 recognize?  
8 A An unpressurized water pipeline?  
9 Q Gravity sewer, for example.  
10 A Okay.  
11 Q Would that be an example of an unpressurized  
12 water pipeline?  
13 A Yes.  
14 Q Okay.  
15 A But it wouldn't be water. It would be sewer.  
16 Q Great. Okay. So the pipelines transmitting  
17 drinking water in the nation's water infrastructure,  
18 are these typically pressurized?  
19 A Yes.  
20 Q And then a portion of the pipelines  
21 transmitting waste water sewage, are those typically  
22 pressurized?  
23 A There are pressurized sewer system force  
24 main. The gravity systems are typically what you see  
25 in subdivisions. They collect it by gravity flow, it

Page 90

1 Q Can you explain that?  
 2 A Well, this is -- I mean, it's a governmental  
 3 agency. They've -- they've put in place what the rules  
 4 were. Yes, although, I may support his general thesis  
 5 here, that's different than taking up the cause, so to  
 6 speak.  
 7 So I -- I did not call -- I don't recall  
 8 calling Peter, and I don't recall what I did with this  
 9 email. I probably forwarded it to one of our sourcing  
 10 people.  
 11 Q Thank you, sir. I don't have any more  
 12 questions about that document.  
 13 MR. MANN: I actually do.  
 14 BY MR. MANN:  
 15 Q Do you know whether or not someone in your  
 16 sourcing department would have potentially called Peter  
 17 Shanaghan?  
 18 A I don't think they would have without having  
 19 talked with me first or legal group, but I'm not aware  
 20 of anybody who talked to Peter.  
 21 Q To what purpose did you forward this to  
 22 someone in sourcing?  
 23 A Informational.  
 24 MR. MANN: Thank you.  
 25 BY MR. RENNER:

Page 91

1 Q Sir, at this time, April 2009, did you have  
 2 any expectations about what effect the stimulus bill  
 3 was going to have on the waterworks industry generally  
 4 and the demand for domestic fittings in particular?  
 5 A I probably had more anticipation about what  
 6 the stimulus dollars would do overall for our industry  
 7 rather than focused on the fitting side of it.  
 8 We were -- we were excited to see dollars  
 9 coming into the industry, and we were hoping that it  
 10 transferred into construction activity for our  
 11 customers and more materials for us.  
 12 Q Did you have any predictions or forecasts  
 13 that you used internally to estimate the expected  
 14 impact of the stimulus bill?  
 15 A We took -- we took numbers like 6 billion out  
 16 of EPA. I think we did this very simply. Six billion  
 17 dollars -- typically, if you look at a project --  
 18 again, rule of thumb -- 10 percent of it would be  
 19 materials.  
 20 So that's 600 million in potential project  
 21 that would take place around the country. And then if  
 22 we got a 30 percent share, it would be \$180 million.  
 23 Q And 600 million for waterworks products  
 24 driven by stimulus funded demand, would that have  
 25 translated into perhaps ballpark \$60 million worth of

Page 92

1 fittings, assuming that fittings are a tenth of the  
 2 cost of a project?  
 3 A Are you saying assuming the fittings would be  
 4 10 percent of the --  
 5 Q Your instincts are very keen. That was an  
 6 awful question. Let me ask it again.  
 7 What percentage in your estimate of the  
 8 material cost of a project is made up by the fittings?  
 9 A Again, I think it's somewhere in the  
 10 neighborhood of 12 to 13 percent.  
 11 Q Twelve to 13 percent. So this would have, in  
 12 the estimates you were using at the time, driven a  
 13 demand of more than \$60 million worth of fittings, is  
 14 that correct?  
 15 A That -- just applying the math, yes.  
 16 Q Were you uncertain about the -- about the  
 17 impact of the stimulus bill? I mean, did you have a  
 18 high degree of certainty, or at the time did you  
 19 believe that you had a high degree of uncertainty or  
 20 was there a lot of uncertainty?  
 21 A I want to say around this time period I was  
 22 probably very high on the prospects for the stimulus,  
 23 and then it gradually wained over the balance of 2009  
 24 and into early 2010.  
 25 Q And, sir, when you say "around this time"

Page 93

1 you're holding up CX 550. You mean April of 2009  
 2 roughly; is that correct?  
 3 A I'm just thinking around that time period.  
 4 Six billion into the EPA spread around the  
 5 country was not nearly as much as we thought should  
 6 have been invested in infrastructure. So if you go  
 7 back to the January '09 visit, NUCA, our trade  
 8 organization or a utility contractor organization, was  
 9 advocating for 25 billion, and -- and what we got was  
 10 six.  
 11 So even doing the rough math on six doesn't  
 12 sound that bad. But when you look at how it was  
 13 administered, it -- it didn't turn out to be anything  
 14 close to that.  
 15 Q Can you explain why not, sir? How do you  
 16 mean that?  
 17 A My understanding under the stimulus was they  
 18 allowed projects that had already been done for the  
 19 debt to be retired on that. So some municipalities  
 20 used stimulus to pay off previously installed projects.  
 21 And again, this is a very simple calculation  
 22 based on if all 6 billion was going to project cost --  
 23 just project cost. But when you add engineering and  
 24 all of the other costs that go with it, it goes down  
 25 dramatically.

Page 98

1 trying to put imports on domestic jobs, but it  
 2 clarified what our position was. So to my knowledge we  
 3 never had a city or a contractor who would sign off on,  
 4 yes, it's okay and we've confirmed with EPA that you  
 5 can use imports on this job; therefore, we moved ahead  
 6 with domestic.  
 7 Q Were there penalties for failure to comply  
 8 with Buy American to your knowledge?  
 9 A I'm not -- I'm not sure.  
 10 Q After the ARRA was passed, did the price  
 11 differential between domestic and imported fittings get  
 12 larger?  
 13 A I -- I don't recall. I mean, there's --  
 14 there's always been a differential between domestic and  
 15 import. I don't know if it got larger or not.  
 16 Q Did -- in your opinion did the stimulus bill  
 17 and the stimulus of the domestic only portion of the  
 18 fittings market give McWane greater leverage over HD  
 19 than it had before the passage of the stimulus bill?  
 20 A I'm sure they felt it did.  
 21 Q Did you feel that way?  
 22 A Yeah.  
 23 Q Why?  
 24 A They were the only manufacturer of domestic  
 25 fittings.

Page 99

1 Q But that was true before the stimulus bill  
 2 also; right?  
 3 A Uh-hmm.  
 4 Q So what about the stimulus bill changed that  
 5 dynamic in your view?  
 6 A Well, I think everybody's anticipation was is  
 7 that the use of domestic fittings was going to go up  
 8 exponentially as a result of stimulus. So therefore,  
 9 I'm sure they felt like their leverage went up; and,  
 10 yes, I felt like it went up as well.  
 11 Q Can you give some examples of how -- do you  
 12 feel that they used that increased leverage in  
 13 negotiations with HD?  
 14 A Yes, to an extent.  
 15 Q Can you give us some examples?  
 16 A When we -- I'm trying to think of how our  
 17 negotiations went, but basically, if I'm not  
 18 mistaken -- and I'd have to look at the tenets of the  
 19 program, but I think our program on domestic fittings  
 20 was changed and reduced. Our imports, I think, stayed  
 21 the same.  
 22 So -- so they -- they being McWane, changed  
 23 their program on domestic fittings.  
 24 Q Did they reduce the rebate that they were  
 25 paying to you on the domestic fittings?

Page 100

1 A Yes.  
 2 Q Should we think of that as the same as an  
 3 increase in price effectively on the domestic fittings?  
 4 A Effectively, yes.  
 5 Q Did they also attempt to tie in their share  
 6 of -- their willingness to pay the domestic rebate on  
 7 an increasing share of your import business?  
 8 A They had been -- they had asked for an  
 9 increase in their import business and had tied rebate  
 10 programs to that previous to the stimulus. So they had  
 11 been looking at, at least with us, trying to get more  
 12 of our share year over year before the stimulus came  
 13 into play.  
 14 Q Did you feel like the stimulus bill gave them  
 15 greater leverage in those negotiations about increasing  
 16 their share of your import sales?  
 17 A Not particularly. I mean, not on the import  
 18 side. We looked at increasing our percentage of spend  
 19 with McWane as a result of the plans and programs that  
 20 they were giving us, albeit domestic was -- was  
 21 changing.  
 22 But at the same time they increased their  
 23 terms and did some other things to the programs to  
 24 enhance it. So our decision to move ahead with  
 25 increasing our spend with Union Tyler was really based

Page 101

1 on their program and not on, I guess, leverage  
 2 associated with domestic.  
 3 Q So they made you a better, more competitive  
 4 offer on the import side that caused you to drive your  
 5 business more towards them; is that correct?  
 6 A As I recall, yes.  
 7 Q So beyond this -- this lowering of the  
 8 domestic rebate that you referred to, any other  
 9 examples you can point us to of -- examples of McWane  
 10 using what you believed to be its increased leverage  
 11 after the passage of the stimulus bill and negotiations  
 12 with HD?  
 13 A I'm sure there are, but I can't think of any  
 14 off the top of my head.  
 15 Q Why did the -- why did the stimulus bill give  
 16 McWane greater leverage over you on the domestic  
 17 market? What was the -- was the concern about the  
 18 spike in demand on the domestic side and what might  
 19 happen if you weren't on good terms with McWane on the  
 20 domestic side?  
 21 Can you just spell out if that was a concern  
 22 and, if so, what it was?  
 23 A I don't think it was ever a concern about our  
 24 relationship with McWane. I mean, we -- we have a --  
 25 we have a long history of both good and bad

Page 134

1 well, have any alternatives to selling through  
 2 distribution -- not necessarily to selling through HD,  
 3 but to selling through the network of waterworks  
 4 distributors more generally?  
 5 A They are.  
 6 Q How so?  
 7 A I mean, how so is those three organizations  
 8 selling through distribution?  
 9 Q I'm asking do they have any alternatives to  
 10 that.  
 11 A I'm sorry. I'm confused now.  
 12 MR. NUNEZ: I think the confusion is do you  
 13 mean alternatives to distribution or to HD Supply?  
 14 BY MR. RENNER:  
 15 Q To distribution generally.  
 16 A If -- if they had alternatives --  
 17 Okay. I'm lost on this one.  
 18 Q Well, they don't sell directly; right?  
 19 A Right.  
 20 Q In your knowledge. To your knowledge.  
 21 A Right.  
 22 Q And distribution costs them something; is  
 23 that correct? You make a margin on the sale of their  
 24 products?  
 25 A That's correct.

Page 135

1 Q And they could economize on that margin if  
 2 they sold directly; is that right?  
 3 A Presumably. I mean, there would be some  
 4 costs associated with doing it, carrying the  
 5 receivables and that type of thing, but --  
 6 Q So the question is: If they're paying a  
 7 margin to you to carry their products, do they have any  
 8 other alternative? Could they pocket that margin and  
 9 distribute directly? Are you ever -- do you ever  
 10 consider that as a risk?  
 11 A I mean, I -- I think it's always a risk that  
 12 any of our suppliers could go direct. The -- the thing  
 13 that mitigates that risk is that hardly any of them  
 14 want to carry the receivables, particularly in today's  
 15 times.  
 16 So knowing that they have a -- a supplier  
 17 they're dealing with that has branch locations,  
 18 salespeople, and we're carrying the money for them and  
 19 we pay them in a timely fashion mitigates the risk of  
 20 them going direct.  
 21 The other thing is is since we do aggregate  
 22 the products so that you can do a complete project from  
 23 our inventory makes it less likely that, you know, a  
 24 pipe company or a fitting company or a valve company  
 25 would go out and try to sell just their product line

Page 136

1 direct when they can't provide the rest of the project.  
 2 And I guess going back to the -- the  
 3 commercial side of it, I made my statement associated  
 4 with -- when you said "competitors," do I think we have  
 5 influence over competitors who look at what we're doing  
 6 and think that since we're carrying a certain kind of  
 7 restrainer might be good for the market, when I -- I  
 8 was referring to the competitive side of it that I  
 9 don't -- we don't look at our competitors in that way.  
 10 I'm sure they don't look at us in that way.  
 11 Q Thank you. I appreciate the clarification.  
 12 How would -- how would you respond if you  
 13 observed one of your suppliers of fittings selling  
 14 directly? If you started to receive reports that,  
 15 let's say, McWane was selling fittings directly in a  
 16 particular region of the country, would you react in  
 17 any way?  
 18 A Yes, I'm -- I'm sure I would.  
 19 Q How?  
 20 A If we were the McWane rep in that area and we  
 21 were carrying the McWane product, then it would -- it  
 22 would upset me that they were selling direct in an area  
 23 where we're supporting them.  
 24 If we were not selling them in that area, it  
 25 would still be an unusual move on their part. I would

Page 137

1 have less reason to complain since it's -- since we  
 2 didn't support them, but it probably wouldn't prevent  
 3 me from complaining.  
 4 Q Let's take the first scenario in your answer  
 5 that you -- Assume you observed McWane selling direct  
 6 in a region where you're also stocking McWane fittings,  
 7 how would you react and why?  
 8 A Assume that we are supporting them?  
 9 Q Yes, sir.  
 10 A And they're going direct?  
 11 Q Yes, sir.  
 12 A Why would I react negatively?  
 13 Q What would you do and why?  
 14 A I would call them and find out why they're  
 15 bypassing distribution.  
 16 Q Spell this out for a layperson, sir. Why is  
 17 this a problem?  
 18 A I'm sorry?  
 19 Q Why is it a problem -- why would it be a  
 20 problem if you observed McWane selling fittings  
 21 directly? I'm just asking you to speak very clearly to  
 22 a layperson who's not in the business why that would  
 23 bother you.  
 24 Is it because they're competing with you?  
 25 A It would be that, and it would also be

Page 154

1 sometimes more just for continuity of business, credit  
 2 purposes, for whatever reason. They may favor Ferguson  
 3 with 80 percent of their business while giving Mainline  
 4 20 percent of their business.  
 5 Then you have some that feel like it's  
 6 critical that they split their business straight down  
 7 the middle between two competitors, whomever those  
 8 competitors are.  
 9 So again, I'm not giving you -- the answers  
 10 are all over the board, and it's hard to say that  
 11 there's a rule of thumb associated with that.  
 12 Q How often do you see contractors that will  
 13 send out a -- send out a request for a bid from every  
 14 distributor in the market and uniformly go with the  
 15 lowest price bid regardless of who it is, they showed  
 16 no loyalty from transaction to transaction, pure price  
 17 shoppers, and they always take the lowest bid? How  
 18 often do you see that?  
 19 A Well, personally I don't -- I don't -- I  
 20 don't see it a lot now because I'm not in the field.  
 21 But when I was in the field and in every market that I  
 22 worked in, there were at least several in each market  
 23 that operated that way.  
 24 Q Drilling down one step farther, so now let's  
 25 assume that a contractor has won the bid for a

Page 155

1 particular project. Typically will the contractor give  
 2 the entire waterworks portion of that job to a single  
 3 distributor?  
 4 A Yes.  
 5 Q How often in your experience would you  
 6 observe the contractor giving the fittings to one  
 7 distributor, valve and hydrants to another, pipe to a  
 8 third, and brass service lines to a fourth, for  
 9 example?  
 10 A Infrequently, but it's been attempted.  
 11 They've tried. Our -- our approach to the market is  
 12 not to have our project scope cherry picked like that.  
 13 And again, this would be up to the individual manager  
 14 as to whether he saw benefit in providing what the  
 15 contractor was proposing to buy from him if it weren't  
 16 the entire project.  
 17 But because we -- because we're working on  
 18 very thin margins across the whole spectrum of our  
 19 product line, it's almost impossible to be in a  
 20 situation where we would allow a contractor to buy,  
 21 let's say, just the pipe from us because at that point  
 22 we're taking the highest dollar item typically on a  
 23 project and the lowest margin and putting it on the  
 24 books. So if we -- if we don't have the rest of the  
 25 materials to kind of round out the profitability of the

Page 156

1 job, we would probably turn that offer down.  
 2 Does that make sense?  
 3 Q It does. Do you have a sense of what -- from  
 4 a contractor's standpoint the rationale for not wanting  
 5 to split up a bid would be? If I were a contractor  
 6 would I like to split up the bids and the distributors  
 7 just won't offer those terms, or is there some reason  
 8 as a contractor I'm affirmatively interested in giving  
 9 one distributor all the waterworks portion of a  
 10 particular project?  
 11 A When you're looking at a -- at a project, the  
 12 -- the contractor will typically shy away from having  
 13 to issue multiple purchase orders. And then the other  
 14 thing that you run into is the timeliness of, you know,  
 15 if I -- if I ordered fittings from Supplier A and  
 16 valves and hydrants from Supplier B and I got the tab  
 17 and sleeve from C and I need C first, well, I don't  
 18 have a lot of leverage if I didn't buy the entire job  
 19 to get my tap and sleeve and value when I needed it.  
 20 So it's -- it really is in their best  
 21 interest to buy from one supplier. Then they have  
 22 leverage, they have -- they can complain about the  
 23 service, they can get that particular distributor to  
 24 jump through hoops because they've given them the  
 25 entire project.

Page 157

1 Q Are municipalities and contractors willing to  
 2 accept the fittings of several different suppliers on a  
 3 particular project in general?  
 4 A In general, yes.  
 5 Q If we can just take an example. A  
 6 municipality would accept a mix and match of SIGMA and  
 7 Star to do -- on a particular pipeline?  
 8 A For the most part because, again, on the  
 9 fitting side it's -- they're identical. But there are  
 10 cases where you have to submit on the materials that  
 11 you're going to provide. And depending on how  
 12 stringent the municipality is and the inspector is on  
 13 that job, if you submit it on Star and he sees SIGMA,  
 14 he may turn it down.  
 15 So we try to stick with providing what we've  
 16 submitted on.  
 17 Q In that case what happens if I submit on Star  
 18 and Star has a stock out on a particular fitting, is  
 19 there a typical commercial practice of accepting  
 20 post-contract substitution if one or more fittings  
 21 can't be found?  
 22 A For the most part it's a non-issue. If it's  
 23 an issue at all, it's normally a phone call. And, you  
 24 know, the next level would be resubmit. So you'd  
 25 resubmit on what you can supply, and -- and typically

Page 158

1 it would be rubber stamped.  
 2 Q Do contractors face any monetary penalties  
 3 for failure to perform on waterworks projects? Is  
 4 there a standard industry practice of imposing penalty  
 5 fees or other penalties on contractors that fail to  
 6 perform?  
 7 A Yes. I don't know if there's -- I don't know  
 8 if it would be standard, but there are liquidated  
 9 damages on most contracts for -- for failure to  
 10 complete the work on time. And I guess really that's  
 11 probably the -- the main penalty phase.  
 12 Q Can you think of any other penalties that a  
 13 contractor might incur for -- for failure to perform as  
 14 promised?  
 15 A Just from an assumption standpoint if they  
 16 didn't perform -- for instance, I guess if they didn't  
 17 perform putting the bedding down correctly before  
 18 laying the pipe, there could be penalties associated  
 19 with that.  
 20 But normally you have an inspector who's  
 21 watching what they do, and if they deviate from a  
 22 standard practice that's expected, the inspector will  
 23 make them redo it on the spot.  
 24 So the -- what I hear about the most is if a  
 25 contractor's got 200 days to complete a job and after

Page 159

1 200 days they start assessing liquidated damages for  
 2 every day you go over.  
 3 Q Do contractors ever try to push those  
 4 liquidated damage clauses back on HD Supply?  
 5 A Sure.  
 6 Q Can you give us some examples of when that  
 7 might happen?  
 8 A I don't have any recent examples, but if we  
 9 were -- you know, back during the -- 2005 when Katrina  
 10 hit, PVC -- PVC pipe resin was interrupted, therefore  
 11 PVC pipe schedules were interrupted. You had a force  
 12 majeure situation with -- with every PVC pipe  
 13 manufacturer in the country.  
 14 So that would be an instance where we didn't  
 15 perform because our supplier didn't perform. We  
 16 weren't able to get pipe to whomever in a timely basis  
 17 so that they could finish the job.  
 18 Most of the time for a situation like that,  
 19 particularly an act of God situation, the -- the  
 20 municipality would waive the liquidated damages, so --  
 21 but I can't -- I can't think of anything recent.  
 22 Q Congratulations. The -- that's good.  
 23 Have you ever had a problem where you've  
 24 failed to supply a fitting as promised and had a  
 25 contractor in a sticky situation with a municipality

Page 160

1 and then try to push that position back on you?  
 2 A Not me personally. I'm sure it's probably  
 3 happened to us somewhere. But I don't recall one  
 4 recently.  
 5 Q Let's get some terminology out on the table.  
 6 You probably know this terminology, but just to define  
 7 it for the record. So we've heard of A item fittings.  
 8 Have you heard that phrase?  
 9 A Sure.  
 10 Q And what's your understanding of what an A  
 11 item fitting is?  
 12 A Historically an A item would have been, say,  
 13 6 through 12.  
 14 Q And what categorizes that group of fittings?  
 15 Why would you call them an A item fitting?  
 16 A Move the fastest.  
 17 Q And then oddball fittings?  
 18 A An oddball fitting would be a 36-by-4  
 19 reducer.  
 20 Q Or more generally a fitting that is not used  
 21 routinely on every project? Is that fair?  
 22 A Yeah.  
 23 Q If you had a contractor with an open trench  
 24 and you couldn't deliver, let's say, an oddball fitting  
 25 as promised, could that possibly lead to repercussions

Page 161

1 with the contractor?  
 2 A It could. Again, when we're putting together  
 3 the scope of materials, if there's something that's  
 4 oddball and we feel like it's going to have a long lead  
 5 time, we'll contact the supplier, manufacturer, find  
 6 out what the lead time is, and notify the contractor  
 7 that, you know, this is 12 to 13 weeks delivery and  
 8 then either offer an alternative or see if they could  
 9 live with the delivery schedule.  
 10 Q And the alternative is the same fitting from  
 11 a different supplier of fittings?  
 12 A It could be, or it could be a -- in the case  
 13 of what I just said, a 36-by-4 reducer, nobody would  
 14 really ever want to reduce from that big to that small.  
 15 But if that were the case, a 36-by-4 reducer  
 16 might not be available, but a 36-by-24 and then a  
 17 24-by-16 down to the 4-inch you could string together.  
 18 So that would be an alternative.  
 19 Q Let's go off the record for a moment, if we  
 20 could.  
 21 (Recess.)  
 22 BY MR. RENNER:  
 23 Q Mr. Webb, let's shift our attention, as  
 24 promised, from contractors upstream now to suppliers of  
 25 fittings. So HD has, as we understand it, the

Page 182

1 doing before, doesn't that inhibit your ability to  
 2 continue on with the program?  
 3 And he -- I think he said, yes, that's --  
 4 that's a concern. But I think he was also working  
 5 towards trying to consolidate and get, I guess, more  
 6 manufacturing capabilities into their Houston area.  
 7 But, again, it was -- the way I came away  
 8 from the meeting is that he was entering the American  
 9 market in a very limited, small way.  
 10 Q Beyond this issue with the foundries, were  
 11 there any other plans -- were there any other aspects  
 12 of Star's planned entry into domestic production that  
 13 gave you pause or struck you as perhaps not optimal  
 14 from the standpoint of a customer like HD?  
 15 A Well, it was -- it was not going to be  
 16 optimal for us just because of the -- the capacity  
 17 needs. But as far as Dan, the Star company, I didn't  
 18 have any misgivings about -- about them being able to  
 19 accomplish their goal even if it was only limited.  
 20 Q And why do you say that, sir? When you say  
 21 you had no misgivings about Dan or Star as a company  
 22 and their ability to achieve their goal, what -- what  
 23 do you mean by that?  
 24 A Just my dealings with them that's been on the  
 25 -- on the import side, they're a good company, they're

Page 183

1 well run. Dan's a -- he's a genuinely -- a person of  
 2 his word.  
 3 So I -- when I say "I don't have any  
 4 misgivings," he -- he says he's going to enter the  
 5 domestic market, I believed that he would and that he  
 6 would get it accomplished. And I think they're  
 7 approaching that today.  
 8 Q Have you had any reasons in the past to -- to  
 9 doubt Dan McCutchen or anyone else in the leadership  
 10 team at Star when they made commitments to their  
 11 customers?  
 12 A None that I can remember, no. No. And I --  
 13 Dan and I have not known each other for a long period  
 14 of time. And actually, probably one of his -- I don't  
 15 know what Raymond Prada's position is, but I've known  
 16 Raymond longer than I've known Dan.  
 17 And Raymond worked with him extensively in  
 18 the Southeast when I was VP of the Southeast. I have  
 19 a -- I have a generally good impression of the Star  
 20 organization.  
 21 Q Did you offer any commitments to Dan at this  
 22 initial meeting that we're describing in terms of  
 23 purchasing domestic fittings?  
 24 A I don't recall making any commitments.  
 25 Q Do you recall making any more general

Page 184

1 impressions of positive interest if it panned out and  
 2 Star went ahead with the steps that had been outlined  
 3 and that -- that HD would be interested in purchasing  
 4 domestic fittings from Star?  
 5 A I don't recall. I don't think we made any  
 6 commercial decision at that time. Again, it was early  
 7 in -- in his entry into it. And it was very much a --  
 8 I don't want to say a concern, but it was -- we would  
 9 have to look at our commercial interest before we would  
 10 enter into a commitment, so to speak.  
 11 So I don't remember making any commitments,  
 12 and I typically would not on behalf of the company  
 13 without bringing regional VPs into the conversation  
 14 about that.  
 15 Q Why would you have -- want to have that  
 16 conversation with the regional VPs?  
 17 A It's a big step and they would -- they would  
 18 need to be brought into the loop if we were going to  
 19 make a commitment, particularly if it was going to be a  
 20 percentage commitment or just a general commitment  
 21 that, sure, if you make it we'll buy it.  
 22 And again, typically those decisions were  
 23 made at the VP level anyway. So, again, I don't  
 24 remember any commercial implications from that meeting.  
 25 Q Did HD -- let's move forward in time now.

Page 185

1 Did -- did HD ever place any orders for domestic  
 2 fittings with Star before September 2009?  
 3 A I'm not sure. It's possible.  
 4 Q Did you ever discuss SIGMA's plans, if any,  
 5 to enter the domestic market with anyone at SIGMA?  
 6 A I don't recall a conversation. I talked to  
 7 Larry a good bit. I know that -- again, based on  
 8 discussions I know that he was looking at a domestic  
 9 agenda at some point in time. But actually I think  
 10 that even preceded the -- may have preceded the  
 11 stimulus bill as well. But I don't recall any  
 12 specifics about it.  
 13 And I -- and the fact that I don't would  
 14 indicate to me, anyway, that -- that he had not thought  
 15 it through completely or had any specifics about how he  
 16 would enter the market.  
 17 Q Were you aware of any other fitting supplier  
 18 or anyone else, any other person that had an interest  
 19 in and formulated plans to enter the domestic market  
 20 after the stimulus bill was passed?  
 21 A None that I'm aware of.  
 22 Q Did you hear whether Serampore was  
 23 formulating any plans to enter the domestic market?  
 24 A No, I didn't. Actually, I don't know the  
 25 company very well.

Page 198

1 contractor, does that put in jeopardy future sales of  
 2 not just fittings but the whole bundle of products to  
 3 that contractor including ductile iron pipe, valve and  
 4 hydrants and fittings?  
 5 A Potentially -- it potentially affects the  
 6 entire relationship. We could lose the account.  
 7 Q Are these concerns some of the concerns  
 8 that -- Sorry. Let me ask a better question. You've  
 9 testified that McWane's policy as announced in the  
 10 September letter has affected HD's willingness to do  
 11 business with Star on the domestic side.  
 12 A Yes.  
 13 Q To what extent has McWane's policy changed  
 14 your purchasing behavior?  
 15 A You know, it -- it hasn't changed it  
 16 discernibly so because we were -- we've been buying  
 17 domestic from Union Tyler for years before the stimulus  
 18 when they were in fact the only one in the country that  
 19 manufactured domestic fittings.  
 20 So our -- we're accustomed to that. We've  
 21 been dealing with that for a number of years. So  
 22 what's happened recently is there's a new player in the  
 23 market that we don't deal with currently primarily  
 24 because of their letter, obviously, and as well as for  
 25 our own protection of our own business as dealing with

Page 199

1 someone who we know has the capacity to fill the orders  
 2 that we need.  
 3 Q If the policy had never been announced and  
 4 wasn't being enforced, would you have been purchasing  
 5 more Star domestic than you have to date?  
 6 A Probably.  
 7 Q Can you quantify that?  
 8 A No, I can't. I mean, I just don't have a  
 9 good feel for it. The -- the increase in domestic  
 10 fittings that we have used because of stimulus money  
 11 was never as big as we thought it was going to be, so  
 12 I -- I don't know how much of the -- how much Star  
 13 would have been impacted with our additional purchases  
 14 or whether our branches would have even considered it.  
 15 I mean, and we have purchased some Star  
 16 domestic fittings.  
 17 Q And when have you -- under what circumstances  
 18 have you purchased Star domestic fittings?  
 19 A I -- I don't know the circumstances or the  
 20 particular incidences. I just know that we have bought  
 21 some Star domestic fittings.  
 22 Q After you learned of McWane's policy with  
 23 respect to purchases from Star domestic, did you take  
 24 any steps to formulate a corporate policy with respect  
 25 to purchases from Star and to communicate that policy

Page 200

1 to the branches?  
 2 A I did. I think that's what you have a copy  
 3 of.  
 4 Q Let's -- let's introduce this evidence.  
 5 MR. RENNER: Let's mark this as CX 552.  
 6 (Exhibit No. CX 552 was marked.)  
 7 MR. RENNER: For the record, CX 552 is a  
 8 memorandum dated September 23, 2009, from Jerry  
 9 Webb to the district branch and operations  
 10 managers of HD Supply. It bears the Bates stamp  
 11 HDSWW 001395.  
 12 BY MR. RENNER:  
 13 Q Is CX 552 the policy that you were referring  
 14 to in your testimony just now?  
 15 A Yes.  
 16 Q How was this decision received on the part of  
 17 your employees? Was --  
 18 A I didn't get any hate mail, but it was -- I  
 19 guess it was understood but not taken well. Nobody  
 20 likes to be told that if there's an option out there,  
 21 even though it may be a limited option, that --  
 22 especially under our decentralized method, that they  
 23 can't purchase from somebody.  
 24 Q Was it merely a desire not to be pushed  
 25 around and told what to do, or was there a more

Page 201

1 concrete desire to purchase domestic fittings from Star  
 2 at this time or in the near future?  
 3 A And for the near future we haven't ruled out  
 4 anything as far as, you know, where our domestic  
 5 purchases will be made. But I think for -- for the  
 6 most part it would have been the former part of the  
 7 conversation, just not enjoying being on the side of  
 8 being told how we'll purchase.  
 9 And again, I don't think it would have  
 10 demonstrably changed purchasing habits, but it's --  
 11 it's telling the branches what they have to do for  
 12 the -- for the interim.  
 13 Q I appreciate that. Earlier, sir, you  
 14 testified that HD would have, quote, probably purchased  
 15 more Star domestic fittings from McWane if that policy  
 16 in the September letter was never announced or  
 17 enforced.  
 18 The -- I'd like to just have a sense of, in  
 19 as specific a term as possible, if we can identify it,  
 20 how you would have acted differently if that letter  
 21 hadn't come out. If the letter doesn't come out and  
 22 the policy's not announced, would you have left the  
 23 discretion to your branch and regional managers to  
 24 purchase domestic fittings from whichever supplier they  
 25 saw fit?

**CX 0038**

---

**From:** Dan McCutcheon  
**To:** Matt Minamyers; Susan Schepps; Neil McGillivray; Bud Leider; Ramon Prado; Pete Lisowski; Michael Berry; Shaun Smith  
**CC:** Ramesh Bhutada; Navin Bhargava; Dan McCutcheon; Pam Garey  
**Sent:** 1/14/2008 12:18:20 PM  
**Subject:** tyler increase letter from ramon  
**Attachments:** Document (19).PDF

**From:** Niki Sparks  
**Sent:** Monday, January 14, 2008 11:03 AM  
**To:** Dan McCutcheon  
**Subject:** Document (19).PDF



January 11, 2008

RE: Pending Price Change for Utility Fittings and Accessories

Dear Valued Customer,

Due to continued rising costs, especially within our off-shore operations, we find it necessary to increase pricing on Utility Fittings and Accessories.

As per our prior letter of October 5, 2007, we will adjust pricing by increasing multipliers while retaining our current List Price, LP-5072. Letters stating the new region specific multipliers will be mailed January 18, 2008. The increase will be 10% to 12% above the current prevailing multiplier levels on Blended Fittings and Accessories and 3% to 5% on Domestic Fittings effective February 18, 2008.

To help our distribution customers better manage their inventory valuations and compete on a more level playing field, it is our intention going forward to sell all products only off the newly published multipliers. We will continue to monitor the competitive environment and adjust regional multipliers as required to provide you with competitive pricing.

All annual municipal bid contracts will be honored per the terms of the contract. Jobs quoted prior to this announcement will be honored through March 1, 2008, with acceptable documentation provided to your local Tyler/Union sales representative.

If the current inflationary trends continue as forecasted, we anticipate the need to announce another multiplier increase within the next six months. However, we will only do so as conditions require.

We thank you for your business and as always we remain committed to providing you with quality products and service at competitive prices.

Sincerely,

Jerry Jansen  
National Sales Manager

**CX 0048**

**SUMMARY OF THIRD MEETING  
TO ESTABLISH TRADE ASSOCIATION  
FOR DUCTILE WATER WORKS FITTINGS**

**NOVEMBER 21, 2006**

On Tuesday, November 21, 2006 at 9:00 a.m., a third meeting was held at the offices of Bradley Arant Rose & White LLP to resume discussions on the organization of a new trade association to represent the interests of producers and suppliers of ductile iron fittings for the water works industry (hereinafter referred to as the "Association"). The meeting was attended by David W. Green on behalf of McWane, Inc., Dan McCutcheon on behalf of Star Pipe Products, Victor Pais, Siddharth Bhattacharji, Larry Rybacki and Tom Brakefield on behalf of Sigma Company, and Gary Crawford on behalf of U.S. Pipe. Thad G. Long, Mike McKibben and K. Wood Herren of Bradley Arant Rose & White LLP, legal counsel involved in the organization of the Association, were also present at the meeting.

Thad Long welcomed the attendees and reviewed a proposed agenda for the meeting. Mr. Long mentioned that minutes of the second meeting held on October 10, 2005 had been distributed to the attendees by e-mail prior to the meeting. Mr. Long asked that the attendees review the minutes of the second meeting. The minutes were approved as presented.

Mr. Long reviewed with the attendees the status of the organization of the Association and noted that draft bylaws had been prepared for purposes of discussion at the present meeting.

The question was posed whether non-producers that outsource their production of ductile iron fittings would qualify for membership in the Association. After a discussion of this issue it was decided that such a non-producer would qualify for membership in the Association.

Mr. Long discussed the anti-trust concerns with associations in which competitors are members and work together on industry matters. He noted the significant anti-trust issues when an association consists of only two or three competitors, whereas an association with five, six or more competitors is less problematic.

Mr. Long noted that information gathered by competitors in the market place is permissible and is simply a part of operating a business in a competitive environment. On the other hand, compiling and disseminating information about a market and competitive issues within an association presents anti-trust concerns. Mr. Long mentioned that DIPRA, with 4 members, has worked well by closely following reporting rules and procedures.

Mr. Long discussed the organizational documents that would need to be prepared in connection with the formation of the new association. Mr. Long also noted that the members of the Association would need to develop certification procedures with respect to information that is provided by members and prospective members to the Association.

Mr. Long asked that Wood Herren review the draft bylaws with those present at the meeting. It was decided that the group would discuss all of the pertinent provisions of the bylaws with the goal of producing a draft that could be reviewed and finalized at the next meeting scheduled on December 11, 2006.

Mr. Herren described generally his approach in preparing the draft of the bylaws that were distributed at the meeting. He then suggested that the best place to begin a discussion of the bylaws was with the requirements for membership in the Association. There ensued an extensive discussion of the requirements for membership in the Association. It was determined that the requirements for voting membership in the Association, to be set forth in Section 2.2 of the bylaws, would be as follows:

- Producers or sellers of non-ductile iron fittings would not qualify
- Must offer a full product line and configuration
- Must maintain a national presence in the market place
- A producer/manufacture of ductile iron fittings would be entitled to one vote
- A Seller of ductile iron fittings to end users ("trade sales") would be entitled to one vote
- DIPRA members will automatically be invited to become member
- Must maintain 10,000 tons of annual production and/or sales ("trade sales")
- 95% of sales of ductile iron fittings must be to wholesale or distributors
- Must be involved in the design and development of specifications for fittings

It was also determined that the requirements for non-voting membership in the Association would be similar to those for voting members except that a non-voting member would not be required to satisfy the 10,000 ton annual production/sales requirement. The board of directors will develop any other requirements for non-voting membership in the Association.

Following the discussion of membership requirements, the group considered what method should be used to compute annual dues to be paid by the voting and nonvoting members. It was determined that the dues of voting members would be based on a member's annual tonnage of production or sales, whichever is greater, relative to the annual tonnage of production or sales of all the voting members. It was agreed that Section 2.4 of the bylaws would provide for annual dues of voting members based on tonnage of production or sales, that the voting members would be required on an annual basis to submit their production and sales information to the certified public accountant retained by the Association to collect such information for purposes of determining each member's dues. [A one time membership fee or advance dues payment was also discussed to provide the Association with funds to pay certain organizational and operating expenses until such time as annual dues of the voting members for 2007 can be determined.]

It was determined that non-voting members would pay annual dues of \$3,000, subject to adjustment by the board of directors.

Mr. Herren discussed with the group the voting rights of the voting members. After a discussion of same it was determined that members that are both "producers" and "sellers" would have two votes and members that are a producer or a seller would have a single vote.

Mr. Herren completed his review of the bylaws and suggested a final meeting to finalize the bylaws and take other actions customary in the organization of nonprofit corporation. It was agreed that a meeting would be held on December 11, 2006 for such purposes and that Mr. Herren would circulate a revised draft of the bylaws in advance of the meeting.

There being no further business to consider, the meeting was adjourned.

K. Wood Herren  
November 21, 2006

**CX 0049**

---

**From:** Dan McCutcheon  
**To:** margaret.powell@srwhd.com  
**CC:** Dan McCutcheon; Navin Bhargava  
**Sent:** 6/5/2008 12:37:15 PM  
**Subject:** DIFRA report - Star Pipe  
**Attachments:** DIFF\_06short\_0708short\_lg\_lcan.xls

<<DIFF\_06short\_0708short\_lg\_lcan.xls>>

Here you go. Let me know if you have any difficulty with the file. Thanks ,dan

Ductile Iron Fitting Research Association  
Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped)  
For the Year Ended December 31, 2006

Member Name	total
	<u>2,006</u>
2'-12"	
Flanged	3514
All Other	10,874
14"-24"	0
Flanged	1771
All Other	4,282
> 24"	0
Flanged	375
All Other	1,512
<b>Total Trade Tons Shipped</b>	<b>22,326</b>

CONFIDENTIAL

&D  
Q006SP0000806

**Ductile Iron Fitting Research Association**  
**Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped)**  
**For the Year Ended December 31, 2007**

<b>Member Name</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>YTD</b>
<b>2'-12"</b>													
Flanged	315	277	278	239	339	297	311	292	328	270	262	244	3,453
All Other	827	993	900	894	1,141	1,170	1,189	980	1,036	950	983	791	11,854
<b>14"-24"</b>	0	0	0	0	0	0	0	0	0	0	0	0	
Flanged	104	105	109	84	116	136	116	124	125	101	123	69	1,311
All Other	285	366	304	345	342	372	347	338	359	381	389	234	4,061
<b>&gt; 24"</b>	0	0	0	0	0	0	0	0	0	0	0	0	
Flanged	18	15	15	24	15	14	28	17	26	39	48	2	261
All Other	139	93	90	84	81	145	65	82	116	100	75	62	1,131
<b>Total Trade Tons Shipped</b>	<b>1,688</b>	<b>1,848</b>	<b>1,696</b>	<b>1,671</b>	<b>2,033</b>	<b>2,134</b>	<b>2,056</b>	<b>1,832</b>	<b>1,989</b>	<b>1,842</b>	<b>1,881</b>	<b>1,402</b>	<b>22,071</b>

CONFIDENTIAL

&D  
Q006SP0000807

CX 0049-003

**Ductile Iron Fitting Research Association**  
**Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped)**  
**For the Year Ended December 31, 2008**

<b>Member Name</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>YTD</b>
<b>2'-12"</b>													
Flanged	300	278	231	309	0	0	0	0	0	0	0	0	1,118
All Other	854	1,011	713	1,002	0	0	0	0	0	0	0	0	3,580
<b>14"-24"</b>													
Flanged	109	94	101	112	0	0	0	0	0	0	0	0	417
All Other	350	308	301	362	0	0	0	0	0	0	0	0	1,322
<b>&gt; 24"</b>													
Flanged	22	25	40	16	0	0	0	0	0	0	0	0	104
All Other	78	103	90	82	0	0	0	0	0	0	0	0	353
<b>Total Trade Tons Shipped</b>	<b>1,714</b>	<b>1,819</b>	<b>1,476</b>	<b>1,883</b>	<b>0</b>	<b>6,893</b>							

CONFIDENTIAL

&D  
Q006SP0000808

CX 0049-004

Ductile Iron Fitting Research Association  
 Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped) - 2008

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total Year</u>
<b>Total DIFRA - 2007</b>													
2'-12"													
Flanged	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other	0	0	0	0	0	0	0	0	0	0	0	0	0
14"-24"													
Flanged	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other	0	0	0	0	0	0	0	0	0	0	0	0	0
> 24"													
Flanged	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Trade Tons Shipped</b>	<b>0</b>												
	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>

CONFIDENTIAL

&D  
 Q006SP0000809

**CX 0067**

**From:** Rick Tatman <rtatman@tylerunion.com>  
**Sent:** Tuesday, May 26, 2009 1:08 PM  
**To:** McCullough, Leon (McWane Executive Vice President)  
<lmccullough@clowvalve.com>; Walton, Thomas (McWane Sr. Vice President)  
<twalton@mh-valve.com>  
**Subject:** Notes for Sigma - Domestic Discussion  
**Attach:** Sigma and Domestic DIWF.doc

---

Gentlemen,

I believe we were going to try to get together sometime today to continue the discussion on supplying Domestic product to our competitors.

I jotted down some notes over the weekend that I thought I'd share to spark some thoughts or other questions. (see attached)

The correct path doesn't appear to be crystal clear.

Aside from lunch I will be in the office today.

Rick

### General Notes

- I suspect Victor is fully in tune with what's going on between McWane & Star on the plumbing side of the business and would utilize that situation to help promote his agenda.
- Like most business in this environment Star has made some cost cutting measures, but they don't appear to be displaying any of the classic signs of a business in a "severe" financial situation:
  - No Significant lay-offs (proportionate downsizing 1Q ~ 20 people)
  - Salaries have been frozen but no inputs yet on cuts
  - No Significant closing of operations/yards:
    - Star shut down their Minneapolis yard
    - Sigma shut down their Phoenix yard
  - No Signals yet to get industry price levels up. Market tactics still appear to be heavily revenue/volume generation focused.
- On fittings and restraints their supply cost should be very close if not potentially slightly lower than our transfer prices from TXX:
  - April YTD Tyler/Union gross margin on Blended fitting sales filled with non-domestic product was 26.6%
  - Star's base costs should be higher than ours but they'd have some offsetting factor due to lower outbound freight costs:
    - Our Selling/Yard/G&A costs are running 13% of sales
    - Star & Sigma should be in the 17% - 20% range
  - They also don't incur any idle plant charges (running 3.3% of sales)
- Star's level of profitability has certainly decreased significantly over the past several years but I suspect they are not yet operating in a net loss basis.
- Potential Star reaction to a perceived McWane/Sigma alliance
  - Further reduction in waterworks pricing to a level they are able to accommodate.
  - Aggressively attack the highest market price areas on Soil Pipe.
  - Position towards a more stable environment.
    - Pull back on Soil Pipe
    - Re-engage in DIFRA as an olive branch sign

- Sigma is in a much better position to attempt a Domestic product line than Star:
  - Existing relationships with ACIPCO and US Pipe.
  - Relationship with Metalfit for non-ARA Domestic specs that allow NAFTA product.
  - “Potentially” a deeper financial backing if they can make a solid business case.
- Sigma or any competitor could face significant blocking issues if they are not a full line Domestic supplier:
  - ~ 500 patterns required to cover > 95% of the items
  - C153 & C110, MJ, Flange, Push-on & FBE.
  - Non-Disa production would have a significant supply cost penalty on 3”- 8” product.
  - Execution timing on getting a critical mass of patterns in place.
  - Penalty risk if they bid on jobs that can’t be served on time.

#### **Why Provide Sigma with Domestic Product**

- Eliminate the probability they will secure another domestic source option.
- Eliminate Sigma’s opposition to ARA and weaken Star’s.
- Broaden distribution points for Domestic product via Sigma yards??
- Potentially reduce the Domestic spec cheating on non-ARA projects “if” Sigma stops supporting those actions??
- Potentially slow down the conversion of Domestic Specs “if” Sigma pulls back on that effort?? ( Their ND margins would most likely be > Domestic)

#### **Why Not Provide Sigma with Domestic Product**

- Retain the full margin for Domestic product within McWane.
- Avoid counter actions from Star that would further erode non-Domestic price levels.
- Position Sigma as a Domestic source post ARA era using Metalfit product where NAFTA = Domestic.
- Having domestic product in Sigma’s yard would benefit customers they serve....but:
  - Could allow Sigma to pull incremental non-Domestic product?
  - Creates a service gap with Tyler/Union customers?

Page 3 of 3

Except for fill-in orders that require short delivery cycles or unique relationships, I don't think customers in general would pay much of a net premium to purchase Domestic fitting from either Sigma or Star. As such, they would have to match our 8% rebate and 2% terms just to be on an equal net selling basis against our published multipliers. Tact on 4% in outbound freight and they're @ 14% with zero absorption of any operating expenses. I suspect to be viable on their end they'll need at least 20% off published and will probably want 25% - 30%.

On our end if we pay the inbound freight, we'd have about a 2% savings assuming T/L shipment into regional yards verses mainly LTL shipments to distribution. I don't see us being able to reduce any significant operating expense so the only other cost saving items are avoidance of the 8% rebate and 2% cash discount. In rough numbers our "simple" break even point is around 12% off published.

Plumbing factors aside, this probably comes down to two factors:

1. How legitimate of a risk is there with a competitor successfully introducing a Domestic product line?
2. Do we believe that in the bigger picture, supporting competitors with Domestic product would result in a healthier industry on the non-Domestic side of the business?

**CX 0070**

**From:** Rick Tatman <rtatman@tylerunion.com>  
**Sent:** Friday, May 29, 2009 3:29 PM  
**To:** McCullough, Leon (McWane Executive Vice President)  
 <lmccullough@clowvalve.com>  
**Cc:** Walton, Thomas (McWane Sr. Vice President) <twalton@MH-Valve.com>  
**Subject:** Reasons to not sell Sigma

---

Leon,

I believe the task was to pull together a list of all the potential reasons to not sell domestic product to Sigma.

All the below points are under the following two core assumptions:

1. Regardless of whether we structure a relationship with Sigma, Tyler/Union would remain the only truly viable source for domestically produced DWIF 3" – 24" with some level of competition from ACIPCO on 30"-36" product.
2. All parties are invoicing at the same published levels and that Sigma would have the ability to match our rebate programs to create parity on a net price basis.... Neither party would be significantly underselling the other.
  - Loss of margin \$) Since there doesn't yet appear to be any significant opportunities to pull costs out of the supply chain, any incremental margin \$ retained by Sigma would be incremental margin \$ lost by McWane.
  - Reduction in share growth opportunities) Because of historical performance and business tactics there are many accounts that don't want to do business with us. Due to bidding activity on ARRA jobs, we are getting more and more calls from this segment wanting to re-establish a relationship with Tyler/Union. We are a much better business today than when these customers turned to our competitors. Selling Domestic product is our "foot in the door" to re-establishing a broader relationship with these accounts.
  - Upsetting our most loyal customers) Everyone is viewing ARRA as an opportunity to drive much needed revenue into their business. Our most loyal independent customers and some loyal national branches are starting to become more vocal that since they have stood by us and supported our business they expect some level of preferential treatment in going after ARA jobs. These guys will be very upset if they lose an ARRA job to a competitor who obtained Domestic product from Sigma.
  - Erosion of Blended business) Some customers will feel they no longer have to support our non-Domestic business in order to have access to Domestic product or receive a rebate on Domestic product purchases. Sigma will package in their ability to offer Domestic product with their service factor to pull incremental business.
  - Domestic product in regional yards could backfire)
    - Although some customers may like the convenience of having Domestic product in Sigma's regional yards, that could further train them to avoid stocking product as they've done with non-Domestic.
    - Having Domestic product in Sigma's regional yards will also allow them to provide more responsive service than we can which degrades our image as a supplier.
  - Could raise our freight costs) We've had to match the importers 1,500 to 2,500lb FFA allowance terms on non-Domestic but we still require 5,000lbs FFA for Domestic product in many markets. Sigma will either package in other products to make weight or drive the FFA terms down on Domestic. Customers don't want to stock so those regional yards with low FFA terms will look attractive.
  - Puts us at the back of ACIPCO's priority line for allocating LD fitting capacity as they will have near instant access to any of the smaller diameter items they need by purchasing through Sigma.
  - Removes the key opportunity for us to establish some level of working relationship with US Pipe or Griffin if appropriate.

- Reduces our ability to encourage customers to be a full supporter of our business.
- Loss of identity as the Domestic supplier

If you discount any "cost avoidance" or "reduction of risk" aspect you would normally go through a "What's in it for Me" process:

- How does this allow me to sell product to customers I currently don't have access to?
- How does this drive incremental expansion of Domestic specs?
- How does this allow me to take cost out of my supply chain?
- How does this allow me to serve my customers better?
- How does this allow me to drive productivity throughout my manufacturing operations?
- How does this allow me to expand other segments of my business?
- In summary how does this allow me to improve the financial performance of my business?

Sigma would probably not move forward without either the blessing or help of ACIPCO and US Pipe. If we offered to support both those businesses with Domestic product at fairly deep discounts off published for their internal needs would they pull their support????

## Richard (Rick) Tatman

VP&GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-2440  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)

**CX 0074**

**From:** Rick Tatman <rtatman@tylerunion.com>  
**Sent:** Wednesday, June 24, 2009 10:56 PM  
**To:** Walton,Thomas (McWane Sr. Vice President) <twalton@MH-Valve.com>  
**Subject:** RE: Competition

---

I agree that at this stage the chance for profitable cohabitation with Star owning a pc of the Domestic market is slim. Their actions in soil pipe are a good indication.

We still need to better gage the extent and breath of their program. If their claims are ahead of their actual capabilities we need to make sure that they don't reach any critical market mass that will allow them to continue to invest and receive a profitable return. The difficulty and expense of doing so is somewhat proportional to their product availability and supply costs both of which we have yet to get hard data on.

I don't sense that Sigma is yet fully committed and they will be watching our response very closely to assess their strategy and probability of financial success.

Longer term our mfg cost will go down as the market recovers and Stars will most likely go up as jobbing foundries won't take business near variable cost with other options available. However, that state is probably at least 2011. From what we've seen their costs right now won't be much different than our fully burdened costs when idle plant is included.

Our product breath is probably our biggest strenght

---

**From:** Walton,Thomas (McWane Sr. Vice President) [mailto:twalton@MH-Valve.com]  
**Sent:** Wednesday, June 24, 2009 3:49 PM  
**To:** Rick Tatman  
**Cc:** McCullough, Leon (McWane Executive Vice President)  
**Subject:** FW: Competition

---

**From:**  
**Sent:** Wednesday, June 24, 2009 3:41 PM  
**To:** Rick Tatman  
**Cc:** McCullough, Leon (McWane Executive Vice President)  
**Subject:** RE: Competition

Rick,

Whether we end up with Star as a complete or incomplete domestic supplier my chief concern is that the domestic market gets creamed from a pricing standpoint just like the non-domestic market has been driven down in the past. That would dramatically effect our profit potential. Further, I have a sense there is a slim to none possibility that we would ever be able to sell Star domestic product at this point, one I do not think they would ever trust us and, two they seem to be so far down the road that I do not think they will be willing to turn back. I do agree whole heartedly that we need to evaluate our options and plot a comprehensive strategy going forward.

I look forward to your thoughts.

Thanks,

Thomas

---

**From:** McCullough, Leon (McWane Executive Vice President)

**Sent:** Wednesday, June 24, 2009 2:54 PM  
**To:** Rick Tatman  
**Cc:** Walton, Thomas (McWane Sr. Vice President)  
**Subject:** Competition

Rick,

Your thoughts on:

Star developing a line of domestic fittings, full line-short line-? New tooling or relocate from elsewhere? Auto molding equipment tooling? Who pays for tooling, perhaps a hungry foundry with some cash/credit amortizes over a quantity commitment? Are we developing a list of potential foundry operations Star is aligning with, if not we should?

Sigma's reaction to this and their future positioning, develop their own line as Star does,? Align with McWane? Establish buy/sell relationship with Star that is better than our last offer?

Tyler/Union position short term/long term on sharing distribution of our domestic fitting line. Just because we share our blended fittings does not require us to share our domestic, especially if the competition is a short line domestic supplier. How is best to manage this with our customers. It is better to develop our strategy now and share with our customers so they know what to expect. This will take some thinking and discussion among the group but it needs to begin now.

What specifying agencies must they have approval from, UL/FM, NSF, AWWA and how hard to obtain?

I'm sure there are other considerations that need to be looked at but I wanted to tee the ball up now so we are looking at this situation from a lot of different angles.

Leon

**CX 0076**

**From:** Rick Tatman <rtatman@tylerunion.com>  
**Sent:** Monday, June 29, 2009 1:32 PM  
**To:** Leon McCullough <lmccullough@clowvalve.com>; Rick Tatman <rtatman@tylerunion.com>  
**Cc:** Thomas Walton <twalton@mh-valve.com>  
**Subject:** RST Response Competition  
**Attach:** Star Review June 29th.ppt

---

Leon,

See attached per below and your call this morning. I understand Thomas is traveling so I'll touch base with him to get his thoughts.

There's probably more material than desired...but in short my current thoughts are:

- If it's just Star then the appropriate response to distribution is probably fairly hard line approach like a full line or no line approach
- With Sigma, like before we need to assess the probability they'll go forward and invest to become a viable competitor regardless of how we react to their initial rumblings.

Rick

---

**From:** McCullough, Leon (McWane Executive Vice President) [mailto:lmccullough@clowvalve.com]  
**Sent:** Wednesday, June 24, 2009 2:54 PM  
**To:** Rick Tatman  
**Cc:** Thomas Walton  
**Subject:** Competition

Rick,

Your thoughts on:

Star developing a line of domestic fittings, full line-short line-? New tooling or relocate from elsewhere? Auto molding equipment tooling? Who pays for tooling, perhaps a hungry foundry with some cash/credit amortizes over a quantity commitment? Are we developing a list of potential foundry operations Star is aligning with, if not we should?

Sigma's reaction to this and their future positioning, develop their own line as Star does,? Align with McWane? Establish buy/sell relationship with Star that is better than our last offer?

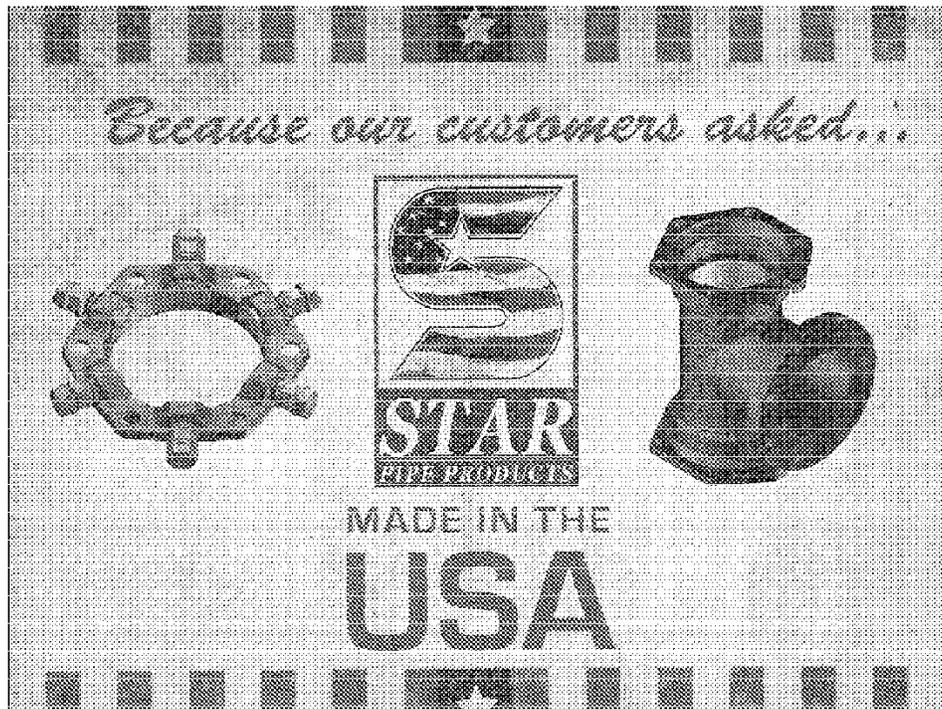
Tyler/Union position short term/long term on sharing distribution of our domestic fitting line. Just because we share our blended fittings does not require us to share our domestic, especially if the competition is a short line domestic supplier.

How is best to manage this with our customers. It is better to develop our strategy now and share with our customers so they know what to expect. This will take some thinking and discussion among the group but it needs to begin now.

What specifying agencies must they have approval from, UL/FM, NSF, AWWA and how hard to obtain?

I'm sure there are other considerations that need to be looked at but I wanted to tee the ball up now so we are looking at this situation from a lot of different angles.

Leon



## What do we know for sure

---

- Star announced their Domestic product line for both fittings and restraints at the AWWA show. (see appendix)
  - Joint restraint inventories start arriving in August
  - Fitting inventories start arriving in September
- New List Price posted June 26<sup>th</sup> showing Domestic items codes for all configurations and finishes (3" – 48") except for Push-on fittings & Accessories
- Star's multiplier letter sent out June 26<sup>th</sup> matches Tyler/Union's (see appendix)
- Star met with Ferguson's plant division the week of June 22<sup>nd</sup>
- Sigma has made an inquiry into Mueller in regards to making fittings. Robert Holcombe, VP manufacturing, indicated at AWWA that any Sigma/Mueller relationship didn't have much traction yet
- Sigma contacted Neenah early June to inquire about private labeling of Domestic street castings & valve boxes.....Neenah declined
- As of last week, Mitchell Rona was still pulsing to see if McWane would reconsider their proposal in light of Star's announcement
- ❖ Mitchell just left a v-mail this morning wanting to discuss that topic

6/29/09 RST

## What we Don't know at this point

---

- The names and locations of the foundries that Star is working with.
  - Several customers claim to have asked and not gotten a direct response
  - Neenah's OEM group knows most of the potential ductile foundries and will provide any information they come across
- The list of fitting items that Star will have available in September
- Star's status on agency approval
- Exactly who else Sigma is trying to get product from

6/29/09 RST

## What we "Assume" to be true at this point

- Star didn't initiate their program until after the 1<sup>st</sup> of the year
- Star moved patterns from China rather than tool new patterns/core boxes
- Star is working with multiple jobbing type foundries and has not taken the taken a strategic partner approach
- The have not yet made the investment required for low cost Disa type production
- East Jordan is not going support either Star or Sigma per Tom Teske
- Finishing will require physical movement of castings to another supplier
- Finished product costs basis would be in the range of \$2,600 to \$3,000 per ton
- Star's current actual product availability is fairly limited
- Sigma would most likely pursue a more strategic partner approach using a limited number of foundries for supply
- Ebba will most likely take a hard line approach on restraints
- The appropriate response to any Sigma program should be relatively the same as the response to Star's program
- Star would not be a responsible competitor as long as incremental sales generate incremental margins for their business
- Having multiple Domestic suppliers will not significantly increase the overall Domestic spec market size.....Net tonnage gain scenario for us is unlikely
- Sigma has yet to fully commit financially to their Domestic strategy

6/29/09 RST

## Agency Approval

---

- Any fittings used in a fire main application will require either UL or FM
- Coatings that contact the water will require NSF 61 approval
- ❖ Approval will require an on-site audit of all the facilities used
- ❖ Bliss believes Star could get approvals in place with 3-6 months
- Approval status records are not publically available

Agency approval does not appear to be a significant barrier to entry

6/29/09 RST

## The Sigma Factor

- Sigma is now in a position where they will feel the need to react
  - Rybacki said at AWWA their program would announced in 4 weeks
- Sigma will be looking for a strategy competitive advantage over Star
  - Lower cost source
  - Broader Domestic offering... Street castings, valve boxes, ect
- The only reason for them not to pursue is if they feel McWane's response will make Star's or their programs un-successful which may cause them to hold off making any heavy investments
- I don't think Sigma will feel they can compete against Star with a significant cost disadvantage nor do I feel the will be willing to generate little to no incremental margin \$ just to help us block Star.
- The decision on Sigma is probably the same as before....If they are truly committed to make the investment level required to be a viable competitor regardless of our actions, then producing for them is probably of greater financial benefit to our business than having them source elsewhere.

6/29/09 RST

## Response Options

### 1. **Wait and See approach**

- + Allows time to more accurately assess Star or Sigma's game plan & true competitive strengths and weaknesses
- Gives them time to continue building their business model

### 2. **Handle on a Job by Job basis**

- + All parties will understand the other's price floor
- Sends negative pricing signals to distribution
- Allows them to drive profitability out of our business.....endless price game

### 3. **Force Distribution to "Pick their Horse"**

- + Avoids the job by job auction scenario within a particular distributor
- + Potentially raises the level of supply concern among contractors
- + Forces Star/Sigma to absorb the costs associated with having a more full line before they can secure major distribution
- Managing relationship issues with customers – Old Loyalty Program
- Potential collateral damage to ND product line sales
- If they indeed have the fortitude to invest this would force them to speed that process up

6/29/09 RST

“Pick your Horse”

**Soft Approach – Rebates @ 100% or 0%**

- Domestic rebate would require exclusivity
- Rebates would be earned and paid annually
- Applied on a corporate not branch by branch basis
- McWane rebate could also be tied to exclusivity?

**Hard Approach – Full Line or No Line**

- Access to Tyler/Union's Domestic product line requires exclusivity for Domestic fitting items we manufacture
- Applied on a corporate not branch by branch basis
- Distribution would not be allowed to back door product to non participating entities
- ? How to handle WinWater & Hajoca
- ? TDG would most likely have to be on a member by member basis
- ? How to handle all non-Domestic product lines

We'd Need Clow Water to Play by the Same Rules

6/29/09 RST

### What's their profitability picture?

Product Size	6"	12"	24"	36"
Supply Cost (Houston)	\$2,600	\$2,800	\$2,900	\$3,000
List Price	\$9,000	\$9,500	\$10,000	\$11,000
Published Multiplier	0.43	0.43	0.53	0.65
Net Selling Price	\$3,870	\$4,085	\$5,300	\$7,150
Freight	\$175	\$175	\$175	\$175
Rebate @ 10%	\$370	\$391	\$513	\$698
Gross Margin	\$726	\$719	\$1,713	\$3,278
Gross Margin %	19%	18%	32%	46%

★ Game changes significantly if they can get their small diameter supply cost close to \$2,000 per ton by investing in tooling & equipment

6/29/09 RST

## Open Questions

---

- How deep is Star's current product offering?
- What's Star's true total cost basis?
- Are any national distributors pulling them along? (HD Supply)
- How far along is Sigma in their strategy and what's their plan?
- If they can't each be successful going solo would Star and Sigma join forces at least on the supply side?
- Should we give Sigma a strong indication of our response before they fully commit to execute their strategy?
- Do we need to wait until after the Buy American issue is resolved within the Water Bill before going too public with a response?
- Should WinWater & Hajoca be treated like a single entity or on a branch by branch basis?
- Does our 36" – 48" product gap leave a crack in the door?
- If we tool the core 36" – 48" C153 MJ patterns will ACIPCO continue to accept our PO's or will they push us into a full line or no line situation?
- How will our Domestic response strategy affect our non-Domestic business both short term and long term?

6/29/09 RST

---

# Appendix

## Back-up Material

6/29/09 RST

## Other Inputs

---

- Per Scott Minamyer (ex Star VP sales) Ramesh lost \$22M and Dan lost \$5M in a failed Indian business venture.
- Minamyer is holding specific Star information very close both as a bargaining chip for employment and due to his non compete contract.
- Sigma may be getting strung out in terms of either commitments or perceived commitments:
  - Mr. Yin for A1
  - China OEM foundry
  - Metalfit
  - India sources
  - ACIPCO's Beaumont inventory
- As market volume picks up our manufacturing costs will decrease significantly while Star's may actually increase as jobbing foundries have more business options available to them

6/29/09 RST

From: Star Pipe Products [mailto:marketing@starpipeproducts.com]  
Sent: Monday, June 15, 2009 12:38 PM  
To: Burke, Pat S [Ferguson] - 1800 MIDATLANTICWV  
Subject: Star is now American Made



June 15, 2009

RE: *Star is now American Made!*

*To Our Valued Customers:*

*Star Pipe Products is pleased to announce our new American Made line of Waterworks Fittings and Joint Restraint Products. Due to recent provisions set forth by the American Recovery and Reinvestment Act (ARRA), our customers asked us to develop a domestic line of products to complete their product offering. Star was happy to oblige and looks forward to a continuing, long-lasting partnership.*

*For almost 30 years, Star's goal was to be a reliable option in the waterworks industry that focused on value. Our new introduction combined with our globally-sourced products will give our partners the competitive edge.*

*Look for our new "MADE IN THE U.S.A." inventories for Joint Restraint products to start arriving in August, and our Fitting inventories to start arriving in September.*

*Please call your Star Pipe Representative for more information.*

*Regards,*

*Dan McCutcheon*

6/29/09 RST

From: Star Pipe Products [mailto:marketing@starpipeproducts.com]  
Sent: Thursday, June 25, 2009 4:38 PM  
To: Fisher, Patrick R [Fraggear1-1001 MIDATLANTICVAV]  
Subject: Star - New Multipliers



June 24, 2009

STATE MULTIPLIER for AL, AR, CO, CT, DE, FL, GA, IA, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NM, NY, OH, PA, PR, RI, SC, SD, TN, TX, VA, VT, WI, WV, WY

*RE: New Price List and Multipliers for Star's American Made Fittings and Accessories & American Made Joint Restraint Products*

*To Our Valued Customers:*

*The following multipliers will be effective June 29, 2009 and will apply to the AWWA "Utility Fitting, Accessories, and Fabricator Products" Price List UPI 09 02. The new Domestic Fitting Price List is on our website at [www.starpipeproducts.com](http://www.starpipeproducts.com). The new Domestic Joint Restraint Price List will be on the website shortly.*

**Domestic Products:**

Description	Size	Multiplier
Utility Fittings C110 and C153	3" - 12"	.43
Utility Fittings C110 and C153	14" - 24"	.53
Accessories	3" - 24"	.43
Fittings and Accessories	30" - 48"	Call For Pricing and Delivery
Protecto 401 Lined	All Sizes	Call For Pricing and



Note their new List Price does not include Item codes for Domestic Accessories/Glands

6/29/09 RST

Star's New List Price with Domestic item Codes

Price List  
**MJ COMPACT**

**S** C153 Ductile Iron Compact Mechanical Joint Fittings

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight (Lbs)	Crds Quantity
<b>90° (1/4) MJ BEND</b>						
2	MJ25042	MJ25042D	74.50	175.00	14	36
3	MJ35042	MJ35042D	105.00	237.00	19	49
4	MJ45042	MJ45042D	153.00	372.00	24	60
6	MJ65042	MJ65042D	272.00	654.00	39	97
8	MJ85042	MJ85042D	351.00	847.00	57	143
10	MJ105042	MJ105042D	457.00	1133.00	81	202
12	MJ125042	MJ125042D	514.00	1268.00	108	270
14	MJ145042	MJ145042D	652.00	1623.00	138	345
16	MJ165042	MJ165042D	1,140.00	2,850.00	244	610
18	MJ185042	MJ185042D	1,670.00	4,185.00	354	885
20	MJ205042	MJ205042D	1,975.00	4,942.00	383	957
24	MJ245042	MJ245042D	3,280.00	8,200.00	640	1600
30	MJ305042	MJ305042D	5,115.00	12,787.00	920	2300
36	MJ365042	MJ365042D	7,375.00	18,437.00	1395	3487
42	MJ425042	MJ425042D	14,284.00	35,712.00	2807	7017
48	MJ485042	MJ485042D	25,000.00	62,500.00	4992	12480

List Price shows (3"-48") Domestic Item Codes for all items except for Push-on Fittings and Glands/Accessories. List Prices matches Tyler/Union's

6/29/09 RST

**CX 0081**

**From:** GR1 (Gopi Ramanathan-CRM)  
**Sent:** Friday, May 15, 2009 06:59:29 AM  
**To:** SB2 (Stuart Box - CRM); VP (Victor Pais-CRM); SB1 (Siddharth Bhattacharji-CRM)  
**Cc:** MR1 (Mitchell Rona-CRM); TB2 (Tom Brakefield-ALX)  
**Subject:** GR-VP-QRR-RE: VP to SB1 (CC : M20) : Response on your Korea sourcing plan -- with strategic look @ other options...

Dear Victor,

It may be time for Sigma to make an investment in a small way in a foundry of our own in the USA. There are many advantages and disadvantages of going this way probably the latter outweighing the former.

But if we are going the DA route and buying from a third foundry where we may not have any 'control' on the costs or otherwise may land us in a problem.

We should consider making a strategic investment in a foundry in the USA even if it is a token shareholding and we may even have to prevail on our present suppliers to make the investment and I am sure a couple of them will .

This may be the Prudent way to go forward.

Last year on my own I was looking at some foundries under liquidation/sale ( as I am in the mailing list for foundries for sale) and there was one particular one in Washington state and a couple more . But the lists in the past few months show there are no foundries except for an Aluminum foundry.

Regards

Gopi Ramanathan

---

**From:** SB2 (Stuart Box - CRM)  
**Sent:** Friday, May 15, 2009 1:31 AM  
**To:** VP (Victor Pais-CRM); SB1 (Siddharth Bhattacharji-CRM)  
**Cc:** MR1 (Mitchell Rona-CRM); GR1 (Gopi Ramanathan-CRM); TB2 (Tom Brakefield-ALX)  
**Subject:** RE: VP to SB1 (CC : M20) : Response on your Korea sourcing plan -- with strategic look @ other options...

Dear Victor,

I think you are right on target with the short and long term plans for BA and DA. As I have told Mitchell, the McWane guys will only take us seriously if we have something tangible to show that we are serious about what you call the DA option. When we have something to show, I think it might still be possible to forge an alliance with McLane, especially if we are not confident in the cost or the supply chain for a Sigma DA option. However, I believe that we should have a good idea of what our cost will be so that if we choose to we can go it on our own. I do not think McWane has any desire to see additional capacity added in the US. Even though we would be "sourcing" the components, new domestic tooling represents just that, additional capacity in the industry. Please let me know If you would like to discuss my ideas of what will get McWane's attention.

I have been busy this week working on some details that dovetail nicely with what you have laid out. I have outlined below for your review.

1. DA for PRP:
  - a. I made contact with Citation Foam to discuss the possibility of making the PRP bodies on the LF lines in Columbiana AL, a small community just South of Birmingham.
  - b. LF tooling is quite a bit less expensive than Disa tooling, about 1/2 depending on the complexity of the part.
  - c. The molding line that CF has would be able to make up to the 24 inch size body.
  - d. Based on the conversation, I believe that CF would be very willing to add this product line to their mix.
  - e. Based on my description of the product, I was given a "high" average cost of \$1.00 per lb.
  - f. I still believe that we should make our DA PRP an EBBA copy. Please see the attached spread sheet and compare the cost estimate using LF and the EBBA design vs. LF SLDE, Disa SLDE and Dias EBBA options.
  - g. Please do not discount the idea of Sigma, specifically M79, taking on the assembly of a DA PRP product line. This assembly would not be any more complicated than the ACIPCO Flex Ring Assemblies (FRA) we currently produce at both M79 and M80. The piece rate (incentive) model works very nicely and we use part time employees to flex the production to the demand.
  
2. DA for Fittings:
  - a. Eureka is not busy at all right now. They are working about 2 days per week with a limited staff.
  - b. Eureka is currently quoting USP on S and M fittings castings.
  - c. Eureka has limited machining capability but a willingness to do some machining with some help acquiring machine tools.
  - d. The Hetzler's are the family that owns the facility. The dad is the President and his two sons run sales and the foundry. Peter Hetzler is the foundry guy and I know him well. He told me today that now would be a great time to have them "experiment" with some limited production as long as we were willing to cover his costs. All we need to do is get him a pattern and he would be glad to run some fittings for us.

I have some additional "out side the box ideas". If you are interested in discussing them please let me know.

Best Regards,

Stuart

---

**From:** VP (Victor Pais-CRM)  
**Sent:** Thursday, May 14, 2009 5:37 PM  
**To:** M20; GR1 (Gopi Ramanathan-CRM)  
**Cc:** SB2 (Stuart Box - CRM); Walter Florence; Ron Kuehl

SIG - 0005900  
Confidential  
FOIA Exempt

CX 0081-002

**Subject:** VP to SB1 (CC : M20) : Response on your Korea sourcing plan -- with strategic look @ other options...

**Σ SIGMA**  
**Choice...**

*Your Fitting*

---

May 14, 2009

To: SB1

*Re : BA - Korea and other options*

**Note : I have discussed most of the following response with SB1 and MR1 this morning as we were reviewing Mitchell's Bham visit earlier this week.**

Thank you for your succinct update of 5/11 below on the Korea option for us to offer a BA alternative for ARRA use. On the whole, we may have to pursue the Korea option, as well, as Star already has a leg up on us by a couple of months. But, we can certainly catch up with them and as we have done in the last few years, when we have fallen behind like in PRP, FL etc. we can not only catch up with them, but also surpass them, as on the whole we have more all round resources.

I also want to present the following insights and 'food for thought' as we develop a new sourcing alternative, at some new investment :

1. The Korea option will greatly help us present a credible and competitive alternative for the BA use, to McWane in Fittings and PRP, if we proceed with that as well. As we know, the Korea option does have certain limits such as the eligibility in only the 37 states + even there for jobs on projects of over \$7.4 M. Due to Korea's familiarity with AWWA industry in general and their prowess in Castings and Fittings in particular, we can have a reliable substitute in a fairly short amount of time and at a relatively manageable investment, though it could be sizable under our current circumstances at about \$1 M, when all is said and done, if we have to have the full range of Fittings and even a decent range of PRP at some point.
2. However, as we develop a BA option to meet the ARRA needs, it is also necessary to look beyond the ARRA. As we know, the BA provision has been inserted into the other Federal grants/loans to the SRF outside the ARRA which can have a bigger and more lasting impact. We are also aware of the BA sentiment slowly spreading and becoming a part of American life and business, at least in certain quarters, where exploration of the sentiment is rife as in the AWWA industry. In addition, due to an unrelated but a threat nevertheless, ECL is also bent on becoming a market spoiler in the AWWA industry thru DI pipe and likely other products, the DIPRA consortium who represent the DIP and V & H could also promote more of the BA sentiment, but with a twist – specifying 'domestic' ('DA' as I call it) without the exemptions provided for by the Section 1605 of ARRA etc.
3. In short, there is a need for us to consider developing a DA option – which in turn could kill 2 birds with 1 shot, by meeting the BA requirement as well. It is important to do so, since we are about to invest efforts and funds to develop a brand new sourcing paradigm in Korea and just about everything has to be done from scratch.

SIG - 0005901  
Confidential  
FOIA Exempt

CX 0081-003

The relative merits of the BA (Korea) and DA through a domestic production are amply clear. In short, the 'BA/Korea' option is more of a **defensive** posture, while the 'DA/domestic' option is definitely a **proactive/offensive** move.

As for Fittings, the current DIFRA market size of about 100,000 ST may include about 10%-12% using the 'DA' option, on the strength of the few specific markets like PA, NJ etc which are still 'domestic'. This market is expected to drop to 80,000 ST – 85,000 ST in 09 and pick up to about 90,000 to 95,000 ST in 2010. But, the 'DA' segment may swell to about 25% - 30% of the entire market due to the ARRA/BA and other BA drivers. So, having a DA Fittings capability will open up this somewhat larger 30% new niche for SIGMA, which we can leverage much more effectively than McWane thru our relationships and other Marketing, Management and Strategic strengths.

We can then challenge McWane much more aggressively and somewhat on an equal footing.

4. The DA option for PRP may make more sense as in any case we have the flexibility to produce only the gland body for SLD/SLC in USA while using the bolts and inserts from China. The argument for a DA version for PRP is more compelling as it could give us a strong impetus for making a play for a much larger market share, as compared to the BA/Korea option.

As GF so sensibly put it at the RMR last week, with a domestic 'DA' version, we could make a play for 30% of about \$200 M PRP market or about \$50 M to \$60 M leveraging our strong relationships at the G7 levels – especially at the G3 -- and the current preference by each of the G3 to broad base their supply base, beyond EBBA/Ford.

It is important to discuss and review **both the costs and benefits** -- as without question, the DA option will call for higher investment, but will also offer us a higher market potential, as the Import/Domestic combination is quite potent, strategically!

5. We are all aware of our ability to look at the DA version on the strength of the broad EPQ expertise we now have with SB2, SB1 and GR1, with inputs from SMD from the Marketing, Design and other features. This DA option will be more in SIGMA's proven 'virtual' manufacturing mode – with production and even assembly sub-contracted by identifying suitable shops that may already be out there – looking for additional work, rather than a fully integrated/owned format preferred by EBAA/McWane etc. At the current dire circumstances, we may even be able to tap into the surplus capacity of not just the casting, but also the assembly operations and not have to make any huge commitment to fixed costs.
6. In the case of Fittings, we naturally will have more work to do in order to meet the entire range of S-M-L and with the much wider complexity of production, machining and finishing operations. Stuart gave us a preliminary glimpse into this challenge when we asked him for an outline of this feasibility for production of domestic fittings.

Here, we would be better off teaming up with Metalfit as they own/have access to a complete range of DM and DFF patterns, which can be used for casting in a suitable USA foundry. As for the latter, Stuart has suggested Eureka foundry in Chattanooga and we also have a shot at ACIPCO's foundry in Prior, OK, which may be able to produce up to 30". (We have had some preliminary discussions with ACIPCO at the high levels and there is some interest as long as we manage most of the operations, as ACIPCO does NOT want to be in the production of Fittings!)

7. One feasible modified version of this 'DA' option is to produce the castings in a US foundry (say Prior, OK or Eureka or both, depending on size range) and then move them to Metalfit in Monterrey – for machining, lining and painting and packing. Though it adds to the freight expense, these finishing operations are extremely expensive in USA and may turn out to be the 'bottleneck'. (We need to study the intricacies in the blended production format to qualify for the DA status!)
8. For Fittings, as a practical plan, it may be better to focus on the 'M' size in Korea, the S range consider the DA version in USA while for the L, we may be able to live for at least a year on the waiver route as there is no clear domestic supplier.

The above are my initial thoughts having gone over them over the last 2 or 3 weeks as we were following the various market trends here while you were looking at the options overseas. I suggest we should have an M12 (with SMD) conference call so that we can discuss the merits of this both on a short term and long term basis. These decisions could well decide and re-orient SIGMA's long term strategy in a very bold and reassuring way to the customers and put some of our competitors like McWane, EBAA and even Star on the defensive and on notice.

Best Regards,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

---

**From:** SB1 (Siddharth Bhattacharji-CRM)

**Sent:** Monday, May 11, 2009 3:12 PM

**To:** GR1 (Gopi Ramanathan-CRM); SS1 (Sean Salins-CRM); RM6

**Cc:** VP (Victor Pais-CRM); LR (Larry Rybacki); TB2 (Tom Brakefield-ALX)

**Subject:** sb1 to M11: korea sourcing plan

To: PIP+ ENGG + M11

From: SB1

Re: Korea Sourcing

Date: May 11, 2009

This is a report of my findings after visiting Korea.

Star has planned its production in Korea for the range 3" to 48" in DM. They plan on developing 346 patterns, out of which 117 patterns are in production. The pattern work started in April and I saw some patterns of 18, 20, 24 bends and DML48. I also saw some cores of DMB890. They intend to produce 3 thru 12 in a machine molding line in HJ and 14 thru 48 in RS line in MC. The RS line uses RS for molding and cores. We have experience with both foundries when they produced for us in SSKO. At that time, HJ and MC made large size fittings for us using sweep and partial modular patterns.

Looking at the patterns that were scattered around the machine shop, it seems Star has a PPP that is designed around actual orders that they must need to furnish on jobs since the PPP did not seem to be based on popular sizes first. This means that they could have taken some big exposure on supplying ARRA compliant ftgs based on their ability to get ftgs from Korea.

The procedures used by Star is similar to what we had in SISCO. The ftgs will be cast at HJ and MC and will be machined by YB Kim at his machine shop called Kyung Ho Tech (KHT). They will cement line, paint, pack and export to Star. Star has arranged to send NSF61 paint to KHT and has applied for NSF61 approval for HJ and MC. They did not mention anything about UL and FM at HJ.

Qualification of the castings have started and Star is planning to make their first shpt of Korean ftgs end of May.

Both HJ and MC were very open about their work for Star and openly said they want to work with SIGMA. However each has signed a 3 way exclusive agreement that binds HJ and MC with KHT to work exclusively with Star. The agreement has all sorts of penalties if the Koreans want to sell fittings, glands and pipe restraints to any company other than Star, but there is no minimum purchase commitment in tons or dollars! I have advised HJ and MC all the pitfalls of the agreement that they have signed and both immediately called Star's agent asking for changes to the agreement. Star has responded that they wait till 5/22 when a team from Star will be in Korea. I told them that their best opportunity to push Star is now since Star is working to a close deadline and they should simply stop all development work and ask Star to cancel the current agreement immediately. Then hold out hope to discuss a fresh agreement when they come in late May. At first they were unwilling to talk tough to Star, meanwhile hoping they could start some work with us on the quiet. But I said the agreement was so lopsided that Star did not have to give them any tonnage and could still prevent them from producing for SIGMA or force them to pay a penalty of \$250,000 if they sold to SIGMA or others. Then HJ agreed to send an ultimatum to Star and said they will advise us within 7 days (from 5/9) if they succeeded to throw out the exclusive agreement.

Our relationship with HJ and MC is very good as they both retain very positive opinion of our business relationship of the past and they will try their best to cancel the agreement. KHT is in a different position since they convinced HJ and MC to sign the agreement, but the owner of KHT is YB Kim – a former partner in SISCO and he was also very keen to help us with finding new machine shops and pattern shops but he requested his role be kept secret since he cannot afford to upset Star.

In addition to the ftgs development, Star has started work to produce their wedge restraints in Korea. KHT said they are developing the entire range 3 thru 48 and the bolts and wedges in Korea. He did not have details on where these are being developed. He was also not clear about any development activity on the PVL range.

Since I did not want to rely on HJ and MC being able to throw off the restrictive agreement with Star, we proceeded with exploring an alternate option. We met with Korea Cast Iron Pipe Co (KCIP), the largest DIP producer in Korea, They have a George Fisher line making fittings and an RS line for larger fittings beyond 300mm (12"). They also have a line making the KP gland exclusively. Of late their sales of castings to auto companies has dropped and they have some capacity in the G/Fisher line and in their large size (30" and above). We also met with a Sung Lim Castec (SLC) a RS foundry about 2 hrs drive west from Busan that is owned by BK Kim. Though they have never made ftgs, BK Kim has experience of making ftgs while working for KCIP. SLC has made valve bodies in 20" size. They have a RS line, two 1Mt furnaces working in tandem and a large shot blasting machine which can handle upto 3MT casting. They are adept at using wooden partial patterns – just like MC. The remote location of SLC could be a logistical problem but it can also mean cheaper labor. SLC is well connected with the excellent highway system to Busan.

With the help of our PIP and OEM team, we had prepared a tentative list of 342 small fittings (3-16), 94 medium fittings (18 – 24) and 66 large fittings (30 – 48). Further work needs to be done on this list by breaking them into DM, XM and DFF and in the size ranges 3-12, 14-24, 30-48. My thought is to postpone the development of the DP in Korea since there is no domestic producer of Trim Tyton and the relative complexity of this item will delay the rest of the items.

For purpose of discussions, I broke the tentative list into 250 patterns in 12 and under and 150 patterns in 14 and above. To save costs, we can make most of the 14" plus range patterns in wood and the 12" and below in Aluminum. We showed drawings of our range and asked 2 pattern shops to estimate the time to make the 200 metal patterns. They said they could start delivering the first set of metal patterns 25 days after receiving the drawings in 3D-CAD. Though they can work with CAD, they would prefer 3D-CAD for ease of use. They can complete the 200 metal patterns in 2 months.

The wooden patterns take about half the time needed to make a metal pattern. These would be made by YB Kim and he said he could have all the 200 patterns done within the same 2 months time frame.

We can receive a quote on the cost of the patterns within 4 days of sending the drawings. The tooling cost would be for patterns and core boxes.

ENGG needs to review the final item list of items and indicate which patterns need to be made in metal and which in wood. Also it may be possible to save costs by having an item made with a metal pattern but the core made from a wooden core box. Certain patterns like offsets, though in the 12" and under range will need to be made in RS and may not need a metal pattern.

We had detailed discussion with KCIP at a second meeting. It was led by Mr. TH Kim (MD) who is the son of the Chairman. THK is heading their export division, speaks English well and is quite different from his father. He seems very keen to develop a business relationship with SIGMA and start exports to the US. The KCIP engineers had made detailed list of items that they wanted to produce. They wanted to make fittings the 3-12 and the 30-48 ranges and they had no capacity in the medium size RS line. In the ranges they had selected, they did not want to make certain configurations like 90 deg bends. We told them that they needed to make all the ftgs in a range and THK agreed to invest in the flasks and match plates required to supply all the configurations. We supplied them some drawings of 90 deg bends, tees and crosses which can be used by them to prepare quotations.

They will make the castings and SYC will arrange for the machining, cement lining and painting as well as export packing and exports. We explained our system to adjust for exchange rate changes using month end exchange rates after the change exceeds more than 3% in either direction. Like all exporters, they are nervous about the exchange rate since they believe that the Korean Won is going to get stronger from the current 1260 to between 1100 and 1150 by next year. I also said that we don't make automatic adjustment for raw material costs but will do so if the situation warrants.

We explained our MTR and SCM systems and they agreed to cooperate on both.

We have a clear plan in Korea which will be supported by KCIP and SLC to make ftgs from 3 thru 48 size range. A starting plan of 100MT in the 3 thru 12 and 100MT in the 14 thru 48 range can be easily accommodated. In fact we can bump up the 3 thru 12 to 150MT per month and the 14 thru 48 to 150MT

with ease. Ftgs can start being shipped 60 days from when we take the decision and we can have the complete range of 400 patterns ready for production in August 2009.

Our plan of action for Korea:

1. Plan to make the 3-12 at KCIP or HJ; 14-24 at SLC or MC; and 30-48 in KCIP.
2. Prepare a pattern list indicating which patterns and core boxes will be in metal and which in wood.
3. Make a PPP based on usage and urgent "D" items needed to qualify for ARRA projects.
4. Have 3D-CAD versions of all dwgs in the PPP ready to send the pattern makers.
5. Get quotes from pattern makers and decide on production of tooling.
6. Wait for pricing from KCIP and SLC.
7. HJ and MC can get rid of their exclusive agreement with Star.
8. We already have the pricing from HJ and MC to Star and same can be offered to us.
9. Send SYC the list of ports where we will import so they can obtain their best rates locally in Korea.
10. Negotiate the best contract rate from Busan, Korea to all our inward ports with shipping lines, based on 175 cntrs.
11. Send NSF 61 paint to Korea.
12. Get UL/FM/NSF 61 approvals for KCIP and NSF61 for SLC.

We did not discuss in great detail about our plans to make OneLoks in Korea. We can plan to have the SLDE/SLCE bodies made in Korea and have them import the break-off bolts and wedges from SFT, and assemble them for export to us. We should cost out two options – produce ALL our small size requirements in a high volume machine like a DISA and see what the unit cost of a SLDE/SLCE will be; and produce what is needed to supply ARRA projects (say 10 to 15% of small size) and find the unit cost for the lower production; and cost the 14 thru 48 range using RS process.

Just a footnote, that ftgs and restraints from Korea will attract a duty rate – similar to China.

Rgds/  
Siddharth Bhattacharji  
**SIGMA Corporation**  
700 Goldman Drive  
Cream Ridge, NJ 08550

Ph: 609-758-0800 Fax: 609-758-1163 E Mail: sb1@sigmaco.com

**CX 0083**

**From:** SB1 (Siddharth Bhattacharji-CRM)  
**Sent:** Thursday, April 09, 2009 10:13:13 PM  
**To:** VP (Victor Pais-CRM)  
**Subject:** sb1 to vp: anything to add to this draft for BOD?  
**Attachments:** BOD- note on BA-draft 040909.doc

Siddharth Bhattacharji  
**SIGMA Corporation**  
700 Goldman Drive  
Cream Ridge, NJ 08550

Ph: 609-758-0800 Fax: 609-758-1163 E Mail: sb1@sigmaco.com

To SIGMA BOD

From: Siddharth

Re: Update on BA restrictions in ARRA and SRF funds

Date: 4/9/09

This is an update on the Buy American issues related to the ARRA and SRF funding after review of the OMB guidelines for ARRA grant money and the FAR guidelines for ARRA (non-grant) money which have been posted in draft form for comments.

The wording of the BA restriction on foreign products covers all the products that we import and sell. The exception to foreign products that can be purchased to be consistent with US government's international agreements will apply to us in a limited manner to pipe fittings imported from Mexico.

We will be allowed to claim national status for fittings produced and imported from Mexico on account of it being a NAFTA country. However this national status is only recognized when the purchaser is the Federal Government and certain select Federal level organizations like the Tennessee Valley Authority, etc. FAR procedures gives national status for purchase of Mexico produced products in any contract worth more than \$8.8MM . We estimate that the amount of ARRA money spent at the Federal level will be insignificant.

The bulk of the ARRA funds to be spent on water and sewer infrastructure is by way of grants to states. These are grants like the State Revolving Funds (SRF). Here none of the ARRA grant money can be spent on foreign made products – including those produced in Mexico.

We had detailed discussions with Jim Smith of SDA and with White & Case and though each cautioned that the situation is very fluid as various issues are being clarified and the administration may be doing some on course adjustments as they react to comments, but the most accurate interpretation of the laws and the wording as they exist is as stated earlier in this note.

This is a very serious and unexpected handicap and the problem will only get worse as our distributors will align themselves with Mc Wane (the sole domestic fittings supplier) to retain their ability bid on the domestic only jobs. In the process of this alignment, we may lose a portion of the market that is not restricted to domestic simply because Mc Wane will demand a larger share of the business. Already Mc Wane and domestic suppliers of pipe restraints have started sending out "informational" letters to distributors which can be seen as stoking fear and unease about using imported products.

While we cannot predict how much of the ARRA money will actually get spent of fittings in 2009 (and by all accounts it may be small), the impact will be greater in 2010 and a successful strategy to enforce the BA will embolden the domestic supplier to move more forcefully into the rest of the market that has no domestic preference at present.

**PUBLIC**

SIG - 0006433  
Confidential  
FOIA Exempt

CX 0083-003

**CONFIDENTIAL EXHIBIT**  
**REDACTED IN ENTIRETY**

**CX 0086**

**CX 0089**

**Σ SIGMA**

*Your Fitting Choice...*

September 23, 2009

To: **SST**

*Re : MDA -- a practical option for BA (Buy America) requirements*

*As mentioned in the 'back ground' memo, we present a 'Q & A' section below – with 12 of your likely common queries. We are sure you would have others which we will be glad to field and respond thru Regional team conference calls, in the coming days – so as to have the entire SIGMA team on the same page, to implement this unprecedented and strategic arrangement with McWane, our primary competitor, in a smooth and mutually beneficial manner...*

*1. Why is this 'buy-sell' arrangement structured as a Master Distributor Agreement? How is a SST member to approach it?*

In the end, both McWane and SIGMA are direct competitors in the same market place and apart from the understandable distance and difference of culture and philosophy between us, there are real legal limitations that apply when exercising an MDA of this nature. So, some of the provisions of this MDA are required more by the need for McWane to comply with certain conditions to avoid any hint of violation of our respective Anti-Trust conduct. As such, being recognized a Master Distributor for their proprietary brand of products was the only feasible route to manage this arrangement, while protecting their interests and those of their loyal customers as well. So, it's important not to misconstrue any of the terms of this MDA as 'arrogant' as many of us tend to be quick to paint them with!

*As you would agree when you review the separate 'Background' memo and these inputs here, this MDA is SIGMA's interest and therefore, we request each of you to respect it with a high level of understanding, a mature and businesslike attitude and a sincere professional approach in accepting it as nothing more than just one more convenient product availability, to help SIGMA serve our customers better to meet a small and limited need. Equally, it is important to set aside our subjectivity -- negativity in some cases -- and certainly the emotions that we often tend to apply at the mere mention of 'McWane' as it is totally unwarranted and unhelpful. Our intent of this narrative is not to ask you to develop any special sentiment or 'affection' for McWane, but simply the respect and civility that we are expected to extend to any one in our industry -- whether we agree with, or even like them or not and if we compete with them or not. Equally, let us not forget that they too set aside their own mistrust of us as an aggressive competitor who has grown largely at their expense over the past 25 years and an understandable opportunity to hurt us by seeking outright some of the business we now enjoy, leveraging their fairly advantageous BA position. They seem to have considered it as a strategic step for them and the industry and we would be best served if we respond as well...*

Simply put, this MDA is a result of the will and trust between two independent suppliers, who happen to be competitors, setting aside their differences and self-interests and finding a way to help each other and hence the industry, which can then help all of us...

*So, let's take a moment to express appreciation to McWane for their respect and trust of SIGMA and with a touch of humility, reciprocate the same...*

*2. Does this MDA allow us to buy Tyler/Union domestic Fittings only for the ARRA/BA jobs? Do we have access to their entire range? What is their range?*

No, under this MDA, SIGMA is free to purchase domestic AWWA Fittings from Tyler/Union for any and all jobs, without being limited to just ARRA/BA and hence, we can supply any domestic

[FieldPage]

requirements of our customers, including where the specs called for domestic Fittings even before and outside of ARRA, though our intent was primarily to meet the ARRA need, when we first approached

Tyler. So, while it may come as a surprise to many – but yes, as per the spirit and scope of this agreement, we can vie for any domestic Fittings business, as long as we respect other terms of the MDA, especially the pricing, rebate and the exclusive choice of Tyler/Union/Clow brand for domestic Fittings by the customers we sell, as explained later. *As such, this MDA can transcend the ARRA phase, which is expected to last only till about late 2010...*

That said, we expect to use this MDA largely to meet our needs for the ARRA/BA needs, as most customers who currently approach Tyler/Union for their non-ARRA domestic needs, may continue to do so or prefer to do so.

Yes, we have access to the entire domestic range of Fittings with Tyler/Union and Clow brand, as some larger size items and special configurations are produced only by Clow. As we are aware, while Tyler/Union has almost a full range from 3” to 24” in all types, their 30” – 36” range is spotty (30” is much better than 36”) and of course, till now, they did not produce any 42” – 48” Fittings. That said, Tyler/Union has embarked on an ambitious expansion of their range – adding the few items they had holes for up to 24”, gradually increasing their 30” and 36” range and now undertaken the 42” – 48” range as well, though the latter is said to be produced outside the Tyler/Union/Clow production facilities.

We plan to obtain complete information as to their active range currently available to map with the SIGMA range, with availability schedule for the new additions up to 48”.

*When we refer to the Tyler/Union domestic Fittings, the applicable Accessories are also included.*

**3. *Is SIGMA free to sell these Tyler/Union domestic Fittings to any customers? Are Tyler/Union’s ‘loyal’ or ‘regular’ customers allowed to purchase the Tyler/Union domestic Fittings thru SIGMA? If so, how will they be informed by Tyler/Union?***

**Yes** and **Yes!** Tyler/Union have thought thru this entire MDA plan over a long period of time, deliberated with their sales and management team and concluded that it is in their best strategic interest to extend access to their domestic range to SIGMA thru this MDA and plan to inform all the customers – ‘their’ loyal customers or not – thru a 1-page letter, which may have been done mid-day September 22, 2009. This letter as attached, mostly spells out some of their new policies for sale of their domestic Fittings effective October 1, 2009 and simply but clearly confirms that *‘these products will now be available thru SIGMA...’*. Of course, our 2-page letter which too has now been circulated to customers, as per my update 9/22, explains our rationale for the MDA, as it’s best for us to explain more and McWane less! *We simply have more to explain...*

**4. *Does this MDA agreement allow us to ‘make any money’? What are the ‘buy-sell’ terms of the MDA?***

Answer is again, **Yes!** This MDA is purely a ‘Buy-Sell’ Agreement, wherein we get 20% discount off the prevalent pricing set by Tyler for their domestic Fittings, from time to time, which as of now has been at the published multipliers of **0.43** up to 12”, **0.53** for 14” to 24” and **0.65** for 30” to 48”. (The multiplier for the 30”-48” range may change as Tyler/Union reviews the cost of their new additions. Besides, some items are produced in Clow which are more expensive at may be priced @ **0.68**. *Under the terms of the MDA, we are expected to adhere to this pricing, as close as we can get and though we have a slight flexibility, it’s best that we quote the Tyler’s domestic multipliers and not waver from them.*

Our discount from Tyler/Union which forms our GM (Gross Margin) for the BA business, is fixed at 20% for the entire range of domestic Fittings. However, as Tyler has currently in place a VR (Volume

[FieldPage]

Rebate) plan for most of their customers for the domestic Fittings too, SIGMA is expected to follow this VR plan too – of course, to be competitive with our customers we sell the Tyler/Union domestic Fittings to, since Tyler/Union has had these VR incentives for all customers for 09. For 09, this VR is on an average of 8% for any customer with annual Sales of over \$200,000 in domestic Fittings, by each

location. As such, for the rest of 09, we too are obliged to offer the same VR incentive of 8% for all customers who would purchase over \$200,000/per year of domestic Fittings. (We may have to set a realistic target of say \$25,000 for the remaining part of the year, which may be any customer with any order for the domestic Fittings, as the these are highly priced! Please note that the VR plans form Tyler/union differ widely for domestic and their blended domestic sales – with the incentives likely in the 18% range for the blended, to keep up with Star/SIGMA, while for the domestic Fittings, it is said to be mostly 8%, though there may be a few special programs at 10%.

*As such, we need to be extremely careful, to make sure that we specify that the maximum VR for the domestic Fittings we supply to any of our customers will be 8% and it's important to explicitly mention so, to avoid the costly error of applying the much higher VR for the import Fittings to the domestic Fittings too! Equally, it is possible that Tyler/Union may lower the VR% for domestic Fittings for 2010, as they have been reported to have begun a drive to lower the VR expense, on the whole – a highly welcome trend whose time has long come!*

So, starting with a 20% GM, we will have a VR expense of 8% and with some additional variable expenses such as freight and cash discounts, we expect our total DOE (Direct Operating Expenses) for the BA business under this MDA to be about 12% leaving us a net contribution of about 8% form the BA business. While this is certainly a lot lower than our average contribution form our Core business, which currently ranges form 9% to 16% depending on the region -- with a net of about 13% for all of SIGMA -- this MDA would at least enable us to meet our BA requirements for our customers and make a respectable net margin form it – without the considerable investment in the Capital Expenditure that would have been required to develop the expensive new tooling, production infra-structure and extensive inventories as we need to for our Core business, as we can almost purchase on an 'as needed' basis, with only minimal stocks to be able to service our customers efficiently...

*On the domestic Accessories, we understand that Tyler/Union offers almost NO Rebates and as such, we too can exclude the domestic Accessories form any rebates when we sell the domestic range or offer a minimal 2% or so. Thus, for the Accessories, we can improve our net GMs!*

***5. Are there any special 'strings attached' to this MDA form Tyler/Union? What is their rationale for them? How are we to comply with them?***

Yes. There is one special condition Tyler/Union requires SIGMA to respect as we implement this MDA – we can offer the Tyler/Union brand domestic Fittings only to those customers who commit to fully or exclusively support the Tyler/Union/Clow brand, purchased directly form Tyler/Union or SIGMA. This is based on 2 primary factors. First is to respect the rather substantial investment Tyler/Union has already made and continues to make to develop and sustain their capacity and capability to supply the customers with a full range of domestic Fittings and Accessories. Second, to be fair to those customers who readily choose to be loyal to Tyler/Union and honor that commitment who may be harmed by inconsiderate customers who choose to 'play the field' and 'cherry pick' Tyler/Union for the uncommon items to complete the job while using a cheaper but narrow range domestic production form any supplier like Star, who is said to offer a very small range of domestic range, presumably at attractive discounts.

*It is very important for all at SIGMA to understand the seriousness of this requirement, accept and respect it and promote it and implement it with a sense of conviction on moral grounds, rather than merely as a forced condition form Tyler/Union. As stressed in our customer letter, we should patiently explain this rationale to our customers and appeal to them to accept it as a fair and right thing to do,*

[FieldPage]

*rather than exploit Tyler/Union to support an opportunistic new supplier like Star who may only invest a modest amount to set up a partial range...*

On the other hand, if a customer chooses to accept Star as their exclusive source for all domestic Fittings, we need to respect it as their choice. But, we just can not let them manipulate one against the other and hurt those customers who willingly choose to support Tyler/Union exclusively.

**6. *What are the consequences of a customer's failure to fully support Tyler/Union for their domestic Fittings?***

If a customer violates this exclusive covenant for domestic Fittings, they may lose any unpaid rebates for just the volume of domestic fittings and also may not be able to access any domestic Fittings form Tyler/Union, even thru SIGMA, for a period of time like 12 weeks. Again, it is only fair that Tyler/Union and SIGMA make sure that the customers who respect this simple and fair request are rewarded and those who cheat or violate it aren't!

Besides, if Tyler/Union concludes from their market response that SIGMA is incapable of exercising proper discipline and promotion of this simple and reasonable requirement, they may be forced to cancel the MDA and it will be a big blow to SIGMA. However, they are committed to the spirit of MDA and they have channeled serious thought and deliberation to arrive at this MDA and hence, will not simply look for ways to cancel it. Their primary intent and concern is to make this MDA a 'win-win-win' option – for themselves, SIGMA and their loyal customers. Tyler/Union in fact has acknowledged SIGMA's 'potent' sales power – with many more 'feet on the ground' and expects us to monitor and manage the market in a prudent and effective manner...

**7. *Can we get SIGMA branded domestic Fittings produced by Tyler/Union? If not, why not?***

We are not in a position to get 'private label' service under this MDA and as such we will be supplying the Tyler/Union/Clow brand Fittings. This issue was not a matter of 'negotiation' nor inflexibility on the part of Tyler/Union, as it was a practical production issue. Since we are not in a position to place advanced orders with substantial volume per each line item to be produced and stocked by us, it was impractical and uneconomical for Tyler/Union to produce our orders fresh and that too with our label. Besides, Tyler is known to carry a huge Inventory of domestic Fittings – resulting from the consistent imbalance in their unrealistic sales forecasts and their commitment to their production capacity, with little flexibility to reduce the output, over the past several years. So, they are in a position to readily ship most of our requirements up to 30" right from their huge stocks. *(This imbalance was partly addressed when McWane closed all production of AWWA fittings in their Tyler, TX plant form September 08. So most of their current domestic production is done at Union foundry in AL and a small volume especially in the 30"-36" range in their Clow plant in OH.)*

**8. *Can SIGMA really succeed selling Tyler/Union brand domestic Fittings? Why would any customers buy Tyler/Union domestic Fittings from SIGMA?***

It is important to understand the primary goal of this MDA – to help SIGMA service our loyal customers, many of whom prefer to purchase as many of their Fittings and other products from SIGMA, including their needs for BA/ARRA -- and quite possibly for their occasional other non-ARRA domestic needs well – from SIGMA as well, on account of our well known service and our deep relationships. As most of the domestic needs is to meet the current special ARRA/BA jobs, in an efficient manner, with complete delivery and on time, all we need to make sure is we keep our customers competitive with any other customers, who may be procuring these domestic Fittings directly from Tyler/Union, without our customers having to pay a premium to get this special service. This MDA allows us to do just that!

*It's a myth some of our SST carry that 'how can we sell anything to any customers if we do not have a lower price than McWane?' This is a wrong and harmful assumption and can hurt the spirit of the*

[FieldPage]

*MDA. Larry and I have already checked with a few key customers as to their view of this MDA arrangement with Tyler/Union and we have generally received positive response and many they even applaud us for engineering such an unprecedented agreement with none other than McWane!*

This MDA facility is not intended to help us gain market share from Tyler/Union by using *their* domestic Fittings to wrench business away from customers who are loyal to McWane, as it will be counter productive! For sure, we are free to offer this service to any customers who prefer to purchase

the domestic fittings directly from McWane -- but, only if they choose to use the convenience of SIGMA's superior multi-point service with a broader product range. But, for most part, we have to use this MDA to service our loyal customers and hence protect and even grow our business from our traditional customers in our other products.

*So, we make a strong appeal to each of you to be astute and prudent in using this MDA facility in truly a professional and mutually beneficial manner. Most of all, we need to avoid being thoughtless or insensitive and appear to misuse this access.*

***9. Do we plan to carry Inventory of Tyler/Union domestic Fittings and Accessories? If so where? Who will coordinate this MDA and be able to provide guidance on an ongoing basis? When can we start using this MDA facility?***

Though we do plan to carry certain inventory of the domestic Fittings under this MDA to facilitate our service to our customers with the BA needs, we are not obliged to carry any specific level of inventory by Tyler/Union. All in all, we may carry a total inventory of about \$500,000 of largely certain popular items and manage it through a careful coordination of our POs by ordering our additional needs almost on a back to back basis. Tyler/Union expects us to buy items in their bulk packaging – but, have assured us to work with us for any of reasonable needs. So, from that point of view, this business will not require a huge investment in inventory as we need for SIGMA products.

For sure, many Operational and Logistical details are yet to be worked out. But, for now, we would like to depute Craig Schapiro as the Contact person in charge of this MDA, as he already has experience in working with the Tyler/Union team for the OEM needs that he has been managing. No doubt, our PIP team will manage all processing of PO's as they do with other nearly 'domestic' sources like Metalfit and other domestic purchases including AVH, per our Purchasing and Supply Chain system.

*This MDA is effective officially from October 1, 09. However, we can start quoting for ARRA jobs effective immediately, as the customers have been already informed of this MDA, by both Tyler/Union and SIGMA and so, let's get it going...*

***10. What do we know of the plans for domestic production by Star? Are they a big threat? Can they succeed in being a legitimate supplier of domestic Fittings? How are we to approach them? What would be Star's reaction to our MDA with Tyler?***

We know very little of Star's activities for domestic production, as they have succeeded in keeping a tight veil of secrecy over their domestic plans, as they are known to do for almost all their plans. My personal view is that they jumped into the domestic production out of sheer fear of losing their fittings business to Tyler/Union, whom they assumed would be using the BA to leverage to get more of the non-domestic Fittings business. Besides, unlike SIGMA, Star wouldn't have likely received a favorable response from Tyler/Union for a MDA as they are not known to nurture trusting industry relationships. It is likely that they will be successful in producing a sporadic range of domestic Fittings using the few foundries in OK, OH etc they are known to be working with – with modest success in being able to deliver a few small specific jobs. But, they are sure to face a long gestation time to complete their domestic range as it's a time consuming and expensive process to tool up for even a respectable partial range which in our estimates amounted to over 800 items!

[FieldPage]

It's our advice that we focus mainly on servicing our customers with their ARRA/BA needs as guided above, using the MDA to supply complete deliveries for the jobs on time. We need to stress these two criteria – as Star will not be able to comply with them for many jobs, despite their bold claims, designed to sustain their customers' interest and keep them from going to Tyler/Union.

Let's also be disciplined and restrained not to use our MDA arrangement with Tyler/union as any way to 'corner' or harm Star. Of course, we must sell our new found strength to supply any ARRA jobs and use it gain more business. But, it will be unwise to aggressively target Star's business using MDA as a

driver. These are very short term and unhelpful temptations and we need to be mature and professional in handling the entire MDA.

It's likely that Star will try to exploit our MDA with Tyler in some convenient and self-serving ways, even with some low smear tactics they are known for in a stealthy way. While it is futile to respond to any gossip or rumor, we should address any serious and likely wrong allegation by them head-on and as such, please report whatever you may hear or see to be harmful to our stature to our notice – by coming forward directly to the attention of Siddharth and/or me.

*We also urge each of you to be more communicative about market developments and especially competitive dynamics, thru a frequent update to even the entire SST-ALL as we can all benefit from your information and update. This is a worthy contribution each of you can make to improve our Teamwork, as accurate, quality and timely information is a key for any Team's success.*

**11. What is the outlook for ARRA jobs? What is the estimated volume for domestic Fittings form this avenue? How can we be more effective in pursuing the ARRA/BA jobs?**

At least thus far, the ARRA/BA does not seem to have produced any real spurt in volume to our industry as a whole and especially in our SIGMA range. That said, the funding under the ARRA guidelines faced huge delays due to onerous bureaucratic delays and it was only recently that some funding has been able to make it to the states and other recipients. However, the bidding activity with ARRA/BA funding is on the rise of late, though release of the PO's has been tardy as well. But, all in all, the next 12 months could see a fair amount of activity in this area and as such, we deem our timing to conclude this MDA is just right.

Just as an insight to guide our planning, our estimate for the domestic Fittings prior to the ARRA was about 5,000 to 8,000 tons a year (\$20M to \$30M). The ARRA could add another about 4,000 to 6,000 tons in 2010 -- with some of the existing domestic market likely being replaced or funded by ARRA -- thus making the entire domestic market for Fittings as high as \$35M to \$45M, out of a total of \$225M to \$250M. With the help of MDA, we should be able to go after about 20% of this 'domestic' market or about \$8M to \$10M in 2010...

*Here, we urge each SST member to use the information now being made available to you thru our Dodge Data Processing (DDP) effort thru our IT expertise from SIGMA-India office. With the current market weakness and customers purchasing largely on a job-to-job basis, we need to be proactive – all the way from the awareness of a future job and tracking it from the start, to let our customers know of our interest and focus one ach job. This is where the DDP information can be of a highly effective 'GPS' for our sales journey!*

**12. What are our plans for a domestic PRP range?**

We do not have any option for a MDA in PRP. So, we are proceeding with our plans for a domestic PRP range. Besides, the range in PRP is considerably smaller and hence more feasible...the process and size/shape of the PRP castings is more conducive to US production... and, in our view, there is a greater

[FieldPage]

% of the total PRP market of about \$175M has been deemed to be 'domestic' even aside from ARRA, as the domestic specs have stuck a lot longer for this special 'manufacturer standard' product. Stuart Box and Gopi have been striving ceaselessly to develop suitable and economical domestic options, with body castings produced in USA with inserts/bolts from SFT, China as components can be used in the domestic products. But, so far, the economics do not look very favorable, largely as the domestic PRP does not fetch the attractive prices, at much higher than the import products as in Fittings!

-- O --

**CX 0099**

**From:** JMG (Jim McGivern)  
**Sent:** Tuesday, July 28, 2009 10:04:48 AM  
**To:** Walter Florence; JM (Jeff Marcus-CRM); VP (Victor Pais-CRM); SB1 (Siddharth Bhattacharji-CRM); Larry Rybacki  
**Cc:** Ron Kuehl  
**Subject:** Re: VP to WF/M5 : conf call

That works for me  
Jim

Regards  
Jim McGivern

---

**From:** "Walter Florence"  
**Date:** Tue, 28 Jul 2009 08:44:52 -0500  
**To:** <jm@sigmaco.com>; <vp@sigmaco.com>; <jmg@sigmaco.com>; <sb1@sigmaco.com>; <lryb446150@aol.com>  
**Subject:** Re: VP to WF/M5 : conf call  
Confirmed.

---

**From:** JM (Jeff Marcus-CRM) <JM@sigmaco.com>  
**To:** VP (Victor Pais-CRM) <VP@sigmaco.com>; Walter Florence; JMG (Jim McGivern) <JMG@sigmaco.com>; SB1 (Siddharth Bhattacharji-CRM) <sb1@sigmaco.com>; Larry Rybacki <lryb446150@aol.com>  
**Cc:** Ron Kuehl  
**Sent:** Tue Jul 28 08:38:36 2009  
**Subject:** RE: VP to WF/M5 : conf call

Guys,

Just spoke to LR. Best time is 3:30 EDT / 2:30 CDT.

If okay for all, we can use call in # 218 844 8230 / 1005349.

VP can chair as I do not have chair code.

Let me know if okay for all.

Thanks,

PS. Fred will prepare a revised summary rebate w/s that ties to \$ 195M volume and I will circulate.

Also, BFA combing through expense details to see if any upward adj's to profit are appropriate.

Jeff Marcus

Sigma Corporation  
Chief Financial Officer  
[jm@sigmaco.com](mailto:jm@sigmaco.com)  
Tel: (609) 758 0800 ext 281  
Fax: (609) 758 1399

---

**From:** VP [<mailto:vp@sigmaco.com>]  
**Sent:** Tuesday, July 28, 2009 9:20 AM  
**To:** JM (Jeff Marcus-CRM); Walter Florence; JMG (Jim McGivern); VP (Victor Pais-CRM); SB1 (Siddharth Bhattacharji-CRM); Larry Rybacki  
**Cc:** Ron Kuehl  
**Subject:** VP to WF/M5 : conf call

Guys,

I hv left a Vm on LR's cell to seek a time conv to him. I am @ a dentist's ofc for a. brief mtg and plan to be @ CRM abt 11am

JM->U can try LR and try to nail down a firm time such as 1 PM EDT.

Rgds, Victor  
Rgds,

Regards  
Victor Pais

---

**From:** "JM (Jeff Marcus-CRM)"  
**Date:** Tue, 28 Jul 2009 09:01:41 -0400  
**To:** Walter Florence<[wflorence@frontenac.com](mailto:wflorence@frontenac.com)>; JMG (Jim McGivern)<[JMG@sigmaco.com](mailto:JMG@sigmaco.com)>; VP (Victor Pais-CRM)<[VP@sigmaco.com](mailto:VP@sigmaco.com)>; SB1 (Siddharth Bhattacharji-CRM)<[sb1@sigmaco.com](mailto:sb1@sigmaco.com)>; Larry Rybacki<[lryb446150@aol.com](mailto:lryb446150@aol.com)>  
**Subject:** RE: VP to WF : QRR to your thoughts on lender meetings and discussion and a PLAN-09 update...  
I'd like to have it early if good for all.

Jeff Marcus  
Sigma Corporation  
Chief Financial Officer  
[jm@sigmaco.com](mailto:jm@sigmaco.com)  
Tel: (609) 758 0800 ext 281  
Fax: (609) 758 1399

---

**From:** Walter Florence [<mailto:wflorence@frontenac.com>]  
**Sent:** Tuesday, July 28, 2009 8:46 AM

**To:** JMG (Jim McGivern); VP (Victor Pais-CRM); JM (Jeff Marcus-CRM); SB1 (Siddharth Bhattacharji-CRM); Larry Rybacki  
**Cc:** Ron Kuehl  
**Subject:** Re: VP to WF : QRR to your thoughts on lender meetings and discussion and a PLAN-09 update...

I am open today after 11am cdt and before 4pm cdt. Thursday early could also work.

---

**From:** Jim McGivern <jmg@sigmaco.com>  
**To:** VP (Victor Pais-CRM) <VP@sigmaco.com>; Walter Florence; JM (Jeff Marcus-CRM) <JM@sigmaco.com>; SB1 (Siddharth Bhattacharji-CRM) <sb1@sigmaco.com>; Larry Rybacki <lryb446150@aol.com>  
**Cc:** Ron Kuehl  
**Sent:** Tue Jul 28 07:39:07 2009  
**Subject:** Re: VP to WF : QRR to your thoughts on lender meetings and discussion and a PLAN-09 update...

Victor

The call in time you suggested will not work for Larry and myself as we will be together in Boston with Customers and the RMs. I believe we both need to be on the call. I suggest we do sometime today. In default of that we could do Thursday morning.

Walter what is your availability like?

Regards

Jim

Regards

Jim McGivern

---

**From:** "VP (Victor Pais-CRM)"  
**Date:** Tue, 28 Jul 2009 07:45:43 -0400  
**To:** Walter Florence<wflorence@frontenac.com>; JMG (Jim McGivern)<JMG@sigmaco.com>; JM (Jeff Marcus-CRM)<JM@sigmaco.com>; SB1 (Siddharth Bhattacharji-CRM)<sb1@sigmaco.com>; Larry Rybacki<lryb446150@aol.com>  
**Subject:** VP to WF : QRR to your thoughts on lender meetings and discussion and a PLAN-09 update...  
Walter,

I am glad you compiled your thoughts as to an effective POA for our bank dialog and just about beat me to it -- since I was starting to draft just such an outline, to coordinate our respective follow up and contacts with the bank groups, as I had referred to in a couple of my recent E-ms! (If Iona who is on vac till 7/28 was around, she would have drafted it by yesterday)

Your POA is comprehensive and addresses almost all the options to seek an optimal banking agreement to 're-set' our lending terms, to support our plans for a reasonably sufficient term up to 12/2010.

*Incidentally, I couldn't help feeling a sense of 'déjà vu' when I reviewed your outline -- as it was clear as I read it, that your compilation mirrors the original POA I had laid out in my 'SOS' update of 6/8/09! Even the total amounts of new capital you have put on the table in the range of \$15M is eerily similar to the \$15M we had identified to support the same 3 new initiatives -- domestic production, friendly acquisitions and debt buyback with suitable incentives. We are glad you have come around to accepting this multi-front proactive strategy to enlist the support of the banks....*

As such, I for one, do not see much to disagree with what you have succinctly captured, except :

*1. I am not sure if we can improve the 'recast' run rate model in any more favorable way -- as the reality is, as we explained @ the BOD, we have now lost about \$40M in Sales and about \$20M in GP\$ (both due to lower sales and a drop in GM of about 2%), which was partly made up by a lower variable costs (see below for further insight into the Variable costs). The NET impact was a loss of EBITDA of about \$13M out of which about \$5M was made up from Overhead Expense reduction. No doubt, the latter has progressed better than originally Planned -- but, it will be hard to present it in any other way as for the Run Rate...*

*2. While you have been eyeing the debt buyback @ a discount from the start -- that is one opportunity/action you have been mentioning from February in passing and directly, as you did during our 6/9 call and also during our discussions in SD -- I urge you to address this issue directly with Ares and sooner rather than later. The reason is our primary problem will be with Orchard/Monroe as they will keep pressing for 'an out' and could sidetrack our entire bank review with their peeves. (As it happens, LR recalls a conf call he and JM attended right after the transaction when those two had serious concerns about the business even then!). Jim DeCillo has already given a heads up to JM about the concerns about Monroe/Orchard...*

*I suggest that you approach Ares/Mike Smith -- to either convince Ares to buy at least one of them out now, @ a discount of course and if they aren't interested, as I think the case to be, then, if Frontenac is interested as you seem to be from your intended offer to PNC, offer to Ares to at least buy one out @ a discount of 40%. The key here is timing -- it's best that the Orchard/Monroe sub-group is 'neutralized' in some way, NOW! (Of course, we will definitely run by your suggestion to buy as much as \$20M of the debt using some of the availability at a discount of 35% - 40%. I would hope they go for it as long as we commit to maintain availability at a healthy MIN level such as \$5M, at all time, which we should be able to.)*

I also want to take this opportunity to give you a heads-up about a setback we have just unearthed last evening, with a significant unfavorable variation in our EBITDA projections -- of as much as even \$2M -- from the CORE business for 09 and possibly 2010, as compared to those projections presented @ the BOD meeting in Boston. As JM/BFA team is busy preparing a fuller review of these variations and adjustments now need to be reflected in the updated financial projections, here's a brief glimpse as to the factors that contributed to this variance :

*(Here, while the disappointment and concern from this sizable variation is understandable -- and all of us @ CRM are feeling heavy from it -- I urge all to stay poised and objective so we can focus on our primary mission... getting our bankers' support thru the strength of our MEGA PLAN initiatives and then galvanize and motivate our Team to implement the PLAN. All involved in this constant PLANNING process, including myself have been relentlessly trying to meet the copious and constant demands for information and plans throughout these trying times and shifting winds, largely due to our new demanding structure and process. And, while it is tempting to question and second guess the efforts when these 'errors' take*

*place, it is equally important to understand the dire circumstances, the non-stop effort, the cumbersome process and the real factors that cause them to occur...)*

1. Most of the Projections for 09 presented @ the BOD (let's say 'V1') were culled from the initial V1 of the MEGA PLAN I prepared, which in turn, as per the Notes/Assumptions we all reviewed @ CRM 7/9 during your pre-BOD visit, were derived from our financial data to-date i.e. PCA-509 or the BIA (*Best Information Available, as of the date of the Plan*). Since the BOD meeting was so early in July before the full quarterly results could be available, the BIA was the 5/09 data.

2. As discussed and decided during the BOD meeting, JM/BFA completed the 6/09 results and also started to glean into the 2H projections for Expenses where more information was now prepared at a very detailed level and hence more accurate data was now available, so as to update our preliminary MEGA PLAN data. As it happens, a few additional significant expenses came to light only just around or after the BOD meeting -- the bad debt and a couple of improved VR (Vol Rebate) offers.

The biggest difference maker is the VR Expense which is always hard to pin down, as this not a linearly variable expense as FRT and CD (cash Disc) are, due to certain volume incentive triggers, which are paid only if the targets are met. It has always been a difficult issue to decide - if to accrue the VR expense at the current trending sales or Most Likely Sales (MLS). As of 5/09, since it was still early and few were trending to make good on the targets set, the trending sales was used to account for this VR Expense.

In addition, LR had to recently contend with sweetening our VR offers to both Ferguson and HDS -- the former to switch their DC business completely to SIGMA from Star and the latter to recoup some of the lost sales to Star on account of their deeper VR program. When the VR\$ for the 2H was projected using the MLS scenario with the above 2 caveats fully accounted for, the average VR% on SIG-5 (no VR for OEM) bumps up from 5.9% for 1H to 7.1% for the 2H, as per the attached VR projection summary.

This VR bump of 1.2% on the \$80M in 2H alone accounts for about \$1.0M.

3. The bad debt reserve has now been increased in light of the one hit from Premier, which is not entirely due to poor market conditions, rather their few mistakes including a huge legal bill from their spat with HD.

So, the DOE1 (Variable) alone spiked up as much as about \$1.55M vs the V1 (BOD).

4. The DOE2 (Regional Sales Exp, mostly Payroll) went up only by about \$150K vs V1 (BOD). (I had originally assumed a 5% savings in 2H as additional trimming exercise was under way and I had mentally penciled in an across the board cut of 3% - 5% in response to the significant drop in sales volume in Q2 spilling over rest of the year.).

5. The DOE3 (Warehouse Exp) seems to show a bump of about \$500K from V1, which needs to be reviewed and trimmed a bit further. No doubt, as our ERP was trending favorably, I had budgeted a reduction of 5% in Q3 and another 3% in Q4, in tune with the lower volume.

6. The COE too shows an increase of about \$500K since the V1 -- largely due the quality claim in CA which has since been finalized and increased testing expense as we are hard at re-designing

our PRP product range to take costs out. (*I believe JMG's salary for the 2H also had to be reflected now.*)

So, the net total impact from the above adds up to about \$2M.

No doubt, a material difference 'from just 2 weeks back...!' Yet, that is the nature of the dynamics of these times and we have to contend with it...

JM will now complete the CFR (the full Financial projections) reflecting these realities and assess the CORE business. From these new more complete data trends, the Run Rate with our decision to reduce the sales target \$3M lower than the actual internal Plan (which drops EBITDA by a full \$1M) seem to be at a \$195M/\$13.5M level rather than the \$200M/\$15M we had hoped for.

July Sales are a bit weaker than hoped for. We will now galvanize an all out effort to close the year with \$200M/\$14.5M, which though won't be easy under these continuing weak market conditions, still needs to be our MINIMUM goal and I will start teeing up all for this effort.

*Sadly, with all the MEGA PLAN and other work with the new initiatives, domestic production etc, I haven't been able to spend any time on Sales Monitoring and Sales boost options -- to pay attention to LR, TB, RMs and the Product managers to identify the green/brown shoots and convert them into a tangible result. LR too has had about a whole month of 'smoozing' activities on his hand and he will have to get back to cashing in some chips, starting in August!*

We can review these inputs and the bank POA during the conf call Wednesday 7/29. Let's do it @ 2PM (EDT)/ 1 PM (CDT).

regards,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

---

**From:** Walter Florence [mailto:wflorence@frontenac.com]

**Sent:** Monday, July 27, 2009 5:49 PM

**To:** VP (Victor Pais-CRM); JMG (Jim McGivern); JM (Jeff Marcus-CRM); SB1 (Siddharth Bhattacharji-CRM); Larry Rybacki

**Cc:** Ron Kuehl

**Subject:** WF to M5: Some thinking on lender meetings and discussion

VP, JMG, JM -

A few thoughts that I wanted to share as I know we are working toward a discussion/proposal with the various bank groups in the coming weeks. Not much new here from what we discussed at Board meeting but we covered a lot of ground that day so I thought I'd put this down on paper for discussion.

- JM once meeting dates with each of the bank groups is set please let me know so we can track here with appropriate expectations.
- A detailed review of the 2H09 and 2010 plans with the detailed assumptions with and without the SBAs should go a long way to updating the banks on the state of the business and the outlook. This will serve as the basis for whatever deal gets agreed to.
- Highlighting the availability on the line of credit (the banks are over collateralized) and the positive trends on the balance sheet are strong positives for Sigma. JM, as we discussed in Boston I'd encourage you to keep the rate on Ares debt unchanged (that seems a reasonable ask) and add 25 bps to 1<sup>st</sup> lien (that also seems fair and reasonable). I would include the real estate EBITDA in your PCA models so it is easier to follow as we all found that a bit confusing for comparison purposes and making this easier for them to follow will help.
- JM, you were going to redo the models with a refined level of detail particularly cash taxes, interest rate assumptions, loan payments, etc. around the 2010 fixed charge covenants so we can see. It will be helpful to see that output.
- Highlight the cost savings as you did for the Board, with the added detail that JM provided looking at quarter over quarter comparisons along with personnel changes was very useful. I would not assume those in the bank group will be up to speed (other than PNC and Ares). While it is not the norm in today's bank market, I think Sigma also could (and should try to) make a credible request to add back identified fixed costs that have been permanently eliminated which on a pro forma basis would improve 4Q08, 1Q09 and 2Q09 results (had they been made earlier) and that should show a more accurate steady state level EBITDA. These cuts help Sigma's profits looking forward into 2010 but the challenge today is it will take several quarters for TTM EBITDA to fully reflect these savings as old quarters roll out and new quarters roll in. If we can get credit for them today, it would greatly improve the ratios and we may be able to make covenants. I believe there is good logic to it and it may be easier for the banks to accept rather than amending agreement (worth a try).
- The proposal to the lenders Sigma as I've been thinking about it reflects some or all of the following. Sigma has come through the worst of the storm and is looking for some further support primarily in the form of patience. If we get credit (when calculating pro forma EBITDA) for the cost saving we've taken out you will see that on the same volumes we will get to acceptable debt ratios. If not, we need to reset the ratios to give us time to get to 12/31/2010 by which time all these actions will show up in TTM EBITDA and one similar volume we will be under 5.0x (or whatever the final plan JM pulls together says).
- Investors and rollover shareholders invested \$5.5m in March 2009 to help with liquidity. This time, liquidity is fine. Investors and rollover shareholders are prepared to invest up to \$7.5m in equity but not to pay down debt and add to liquidity but rather to fund domestic sourcing initiative and to fund the strategic Business additions which will enhance credit quality and help Sigma grow and build equity value.

- Last, I would test with PNC the following idea. Given we have roughly \$15m of availability, would they be open to us using \$5m - \$7.5m of that excess availability alongside \$5 - \$7.5m in equity to buy out \$15 - \$20m of 2<sup>nd</sup> lien debt (maybe more) at a discount ... say 25-35% or greater which would enhance their yield and would help the business preserve cash flow if less money is going to interest. Equity investors might – stress might – be interested in buying 15% 2<sup>nd</sup> lien debt at a 35% discount because the implied yield is 23% but the issue with the second lien (we think but do not know) is they too will want us to do something larger and not smaller. If we can get PNC to go along with this idea it is the best outcome as it will allow us to get rid of a lot of the high priced debt.

Obviously, the main points are:

- Be patient until 12/31/2010 given new covenants or give us credit today for specific cost cuts we've made since that is a truer picture of earnings and it may be easier for them to give us add-backs rather than redo the credit agreement.
- Funding domestic sourcing and acquisitions is a use of proceeds that equity investors supports because he helps them generate a return vs. funding to lower debt today unless we can do so at a discount.
- A partnership between the 1<sup>st</sup> line (PNC) and the equity investors to buy out the 2<sup>nd</sup> lien at a discount could be a win-win-win improving credit quality for PNC, allowing them a more attractive rate of return on a small piece while still maintaining plenty of availability, and helping improve cash flow.

Those are my thoughts for now. Happy to discuss live but I wanted to put these all in one place. I hope this is helpful as you pull your thinking together and prepare for these meetings.

Walter C. Florence

Managing Director

Frontenac Company, LLC

[www.frontenac.com](http://www.frontenac.com)

[wflorence@frontenac.com](mailto:wflorence@frontenac.com)

Phone -- (312) 368-0044

Fax -- (312) 368-9520

**CX 0100**

**From:** Rick Tatman <Rick.Tatman@tylerunion.com>  
**Sent:** Tuesday, November 17, 2009 8:50 PM  
**To:** Leon G. McCullough <Leon.McCullough@clowvalve.com>; Thomas Walton <Thomas.Walton@mh-valve.com>  
**Cc:** Mike Vore <Mike.Vore@clowvalve.com>; Jerry Jansen <Jerry.Jansen@tylerunion.com>  
**Subject:** FW: Draft 2010 Hajoca Corporate Rebate Program.doc  
**Attach:** Draft 2010 Hajoca Corporate Rebate Program.doc

---

Resending due to a delivery error notice. This message contains very slight edits from the original message, however the attachment is the same.

## Richard S Tatman

**VP & GM - Tyler/Union**

(903) 882-2440

[rick.tatman@tylerunion.com](mailto:rick.tatman@tylerunion.com)

[www.tylerunion.com](http://www.tylerunion.com)

---

**From:**  
**Sent:** Tuesday, November 17, 2009 5:33 PM  
**To:** McCullough, Leon (McWane Executive Vice President)  
**Cc:** Vore, Mike (Osby National Sales Manager); Walton, Thomas (McWane Sr. Vice President); Jerry Jansen  
**Subject:** Draft 2010 Hajoca Corporate Rebate Program.doc

As a follow-on to this afternoon's inquiry on Hajoca, I took the liberty to draft a potential program for 2010.

While I agree that we need to leverage the sales base of plumbing + V&H + TylerUnion, I'm concerned about drawing too many lines in the sand given Hajoca's somewhat weaker position on driving branch behavior and the scale of the \$ at risk.

While achieving 50% share of their fittings business is desirable, the associated incremental margin \$ on non domestic tonnage is relatively small in the bigger picture. What I'm more concerned with at this point is Hajoca supporting Star's domestic program and the potential price ripple effect that could have in the market.

As such I have removed the hard 50% bogey from condition 1 and replaced it with the more general requirement of regain/maintain historical share. In the verbal dialog I would state that on fittings we believe the appropriate target is 50% share. The fall back position is that both parties would agree to move from our current share position to 50% for 2011 with 2010 being a somewhat half-way step in that direction, but not necessarily a line in the sand number.

For condition #3, I edited the language to essentially eliminate Star as a supplier of domestic fittings.

My thoughts are certainly subject to debate and better judgment

Rick

**2010 Draft  
McWane Corporate Rebate Program  
for  
Hajoca  
(USA)**

**Rebate:**

2% of total net sales for Valve & Hydrant products, Ductile Iron Waterworks fitting and Cast Iron Soil Pipe & Fittings.

**Requirements:**

Hajoca's participation in the program requires each of the following four requirements to be met. Hajoca understands and accepts that failure to meet any one of the requirements may void their participation in the program and any payment due by McWane.

- I. Hajoca commits to support McWane's efforts to maintain and/or recapture our historical market share for Valve & Hydrant products, Soil Pipe & Fittings and Ductile Iron Waterworks fittings. This may require Hajoca and McWane to jointly track and maintain historical sales data in units and dollars for current year and prior years. This data will be shared on at least a quarterly basis so that Hajoca and McWane can stay out in front of any fall-off in purchases or sales. Sharing of this information regularly will eliminate any and all debate for either party when rebate payments are made or withheld.
- II. Hajoca will support McWane's right to adjust their market pricing to remain competitive in an effort to maintain both our national market share and Hajoca's purchase share of our products.
- III. The McWane Companies will share Hajoca's valve, hydrant , soil pipe & soil fitting and domestic requirements for ductile iron waterworks fittings with only other historical, domestic, national, and full line manufacturers
- IV. The McWane Companies require Hajoca to support its efforts to maintain and promote domestic specifications when McWane domestically made products are available.

**Term:**

This agreement is effective January 1, 2010 through December 31, 2010 and can be terminated by either party with 10 days notice.

**Payment:**

Any payment amount due under the terms of this program will be made prior to the end of the sixth week of the following calendar year.

**CX 0102**

## TylerUnion (USA) 2010 Budget

### Core Assumptions

- DIWF & Gland volume up 2% for 2010
- 40% of DIWF sales tonnage is derived from Domestic Only orders
- 3,000 tons of Domestic DIWF sales are through our MDA with Sigma
- Market pricing for all product lines flat to Aug – Sept 2009 reference point  
(Note, this includes Domestic DIWF)
- No Domestic DWIF share loss to Star
- \$5.32M in Idle Plant charges for 2010 with \$0 incurred for 2011 and 2012
- 15% substitution rate for Domestic product within Non Domestic DIWF sales
- No inventory valuation adjustments

### Financial Summary

	Budget 2010	Plan 2011	Plan 2012
<b>Sales</b>	<b>\$110,874</b>	<b>\$117,164</b>	<b>\$123,512</b>
<b>Total Gross Profit</b>	<b>20,662</b>	<b>29,180</b>	<b>30,909</b>
<b>Operating Profit</b>	<b>7,803</b>	<b>15,675</b>	<b>16,742</b>
<b>Total Other Income</b>	<b>(1,530)</b>	<b>(605)</b>	<b>(458)</b>
<b>Total Other Deductions</b>	<b>10,736</b>	<b>5,669</b>	<b>5,926</b>
<b>Net Profit Before</b>			
<b>Reserves And Taxes</b>	<b>(4,463)</b>	<b>9,401</b>	<b>10,358</b>
<b>Net Profit</b>	<b>(\$2,839)</b>	<b>\$5,593</b>	<b>\$6,169</b>
<b>Inventory Change</b>	<b>(43,599)</b>	<b>(1,578)</b>	<b>(2,000)</b>
<b>Cash Provided to Corporate</b>	<b>32,367</b>	<b>9,547</b>	<b>9,737</b>

### Narrative

We believe that both the market demand erosion and distributor inventory reduction initiatives have bottomed out in terms of their impact on demand. While the conservative approach is to forecast flat volume for 2010, our plan is based upon a modest 2% growth due to our domestic position and the perceived impact of ARRA projects. The longer range forecast of 3% volume growth for 2011 – 2012 is based upon a general recovery of market demand and does not account for any significant events such as a Buy American provision within the pending new legislation or any share loss/gain from the current position.

Pricing was assumed to be flat to the current August – September reference point over the entire forecast period. While we do believe there is an opportunity for a published price increase next spring, we remain pessimistic about our competitors discipline to manage pricing. Although not accounted for within the budget, we do have some level of concern in regards to domestic fitting pricing. While we do not believe Star represents a significant risk to our domestic share position, pricing could be significantly affected if we have to respond to aggressive pricing tactics on Star's part. As a point of reference, a 5% reduction in our average domestic fitting price levels would decrease 2010 gross margins by \$2.4M. By far, domestic product pricing represents the largest risk factor to our 2010 financial performance.

Reducing inventory levels and the associated improvement to our balance sheet performance remains a key focus area for 2010. The production and sales plan submitted achieves an overall inventory reduction of nearly \$43M resulting in positive cash flow of approximately \$32M after LIFO and other adjustments.

To achieve that level of inventory reduction we have taken aggressive actions at both Union Foundry and TXX. Union Foundry is scheduled produce 11,238 total tons under 155 operating days and a daily molding schedule of 4hrs for the Disa unit and 9hrs each for the GFD and B1 units. TXX's production has been reduced to 10,035 total tons with only 6,741 tons of fittings allocated for TylerUnion.

Looking forward to 2011, we will need to carefully manage the step increase in production rates required to produce near the demand rate. The 2011 production plan for Union Foundry of 20,340 total tons can be achieved without significant manning changes by operating the plant 200 days and running each molding line on a 9hr daily schedule. Much more difficult to manage will be the nearly 2X increase in TXX's production to 20,000 total tons as manning requirements in China closely align with output rates and other industries are developing within Xian county.

While positive in terms of cash flow, the aggressive reduction in production schedules for both Union foundry and TXX does have a significant negative affect on the Income. The two largest contributing factors are the anticipated \$5.3M in idle plant charges and the increase in average manufacturing costs for Union due to the lower weighting of Disa production within their total output. The significant turnaround in financial performance for 2010 is mainly driven by the elimination of those two negative factors with the full single shift loading of Union Foundry.

Sigma and Star should remain our primary competitors over the next several years. Both companies are well positioned with established low cost supply sources, expanded product offerings, regional distribution centers and broad direct sales coverage. Second tier competitors such as Serampore and NAPCA will continue to be a factor and we are closely watching to see if Electro Steel will emerge as a viable competitor. In order to grow/protect our share position we will need to improve our service levels which most likely will require expanding the sales team and potentially adding 1 or 2 regional distribution centers. Those costs are not reflected within the current budget as further scoping is required.

The biggest risks factors for 2010 in order of concern are:

- 1) Erosion of domestic pricing if Star emerges as a legitimate competitor

- 2) Star leading a net price decline in non domestic product pricing in reaction to their perception of McWane's intent on their market position
- 3) Repeal of the Buy America requirement for ARRA projects via De Minimis
- 4) Raw material inflation that is not recovered in net price

The biggest upside opportunities in order of impact to profitability are:

- 1) Any improvement in net pricing on non domestic products
- 2) ARRA projects driving a higher mix of domestic sales
- 3) A lower portion of our domestic DIWF sales being derived through Sigma
- 4) TufGrip market share above the assumed 3% - 4% level

### **Input Data**

<b>Sales (tons)</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Dom @ Dom Price	13,314	11,301	11,729	12,171
Dom @ ND Price	6,424	3,668	3,764	3,863
Dom to Sigma	450	3,000	3,000	3,000
ND @ ND Price	14,862	17,783	18,330	18,893
DIWF Total (+2% for 2010)	35,050	35,751	36,823	37,927
Glands & Accessories (+2% for 2010)	4,069	4,150	4,275	4,403
Valve Boxes - Domestic	4,320	5,000	5,150	5,283
Valve Boxes - ND	1,383	3,200	3,296	3,395
TufGrip	219	1,000	2,000	3,000

<b>Production (tons)</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Union - DIWF	11,029	8,853	17,940	17,886
Union - Glands	345	430	1,800	1,854
Union - Valve Boxes	170	1,100	600	600
Union - Weights	120	855	0	0
Union - Total @ 155 days	11,664	11,238	20,340	20,340
TXX - DIWF	10,842	6,741	11,976	15,866
TXX - TufGrip	390	540	2,268	3,336
TXX - Glands	0	504	1,406	1,448
TXX - Bibby	400	350	350	350
TXX - V&H	25	400	400	400
TXX - Kubota	200	1,500	3,600	3,600
TXX - Total	11,857	10,035	20,000	25,000

<b>Purchased (tons)</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Accessories (hardware - Gaskets)	1,487	1,038	1,069	1,101
Valve Boxes - Neenah & NP	3,911	3,638	4,550	4,683
Valve Boxes - India	919	375	3,296	3,395
DIWF - Ciow & ACiPCO	591	430	1,200	1,200
DIWF - ND Sourced	630	600	4,506	4,932
<b>DIWF - Total Supply</b>	<b>23,092</b>	<b>16,624</b>	<b>35,622</b>	<b>39,884</b>

<b>Inventory (tons)</b>	<b>YE 2009</b>	<b>YE 2010</b>	<b>YE 2011</b>	<b>YE 2012</b>
DIWF - Domestic	12,701	4,015	4,662	4,713
DIWF ND	19,998	9,555	6,233	6,350
Total DIWF	32,698	13,570	10,895	11,064
Glands & Accessories	3,587	1,408	1,408	1,408
Valve Boxes - Domestic	1,489	1,227	1,227	1,227
Valve Boxes - ND	3,898	1,073	1,073	1,073
TufGrip	849	389	657	993
Total Inventory	42,521	17,667	15,260	15,765

<b>Inventory (AMU's)</b>	<b>YE 2009</b>	<b>YE 2010</b>	<b>YE 2011</b>	<b>YE 2012</b>
DIWF - Domestic	8.5	2.7	3.0	3.0
DIWF ND	13.5	6.4	4.1	4.0
Total DIWF	11.0	4.6	3.6	3.5
Glands & Accessories	10.4	4.1	4.0	3.8
Valve Boxes - Domestic	3.6	2.9	2.9	2.8
Valve Boxes - ND	14.6	4.0	3.9	3.8
TufGrip	10.2	4.7	3.9	4.0

<b>Net Sales Price (\$/ton)</b>	<b>Oct est</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Dom @ Dom Price	\$3,410	\$3,410	\$3,410	\$3,410
Dom @ ND Price	\$1,571	\$1,571	\$1,571	\$1,571
Dom to Sigma (assume 90% factor)	\$3,069	\$3,069	\$3,069	\$3,069
ND @ ND Price	\$1,815	\$1,815	\$1,815	\$1,815
Glands & Accessories	\$2,437	\$2,437	\$2,437	\$2,437
Valve Boxes - Domestic	\$1,872	\$1,872	\$1,872	\$1,872
Valve Boxes - ND	\$812	\$812	\$812	\$812
TufGrip	\$3,022	\$3,022	\$3,022	\$3,022

<b>COGS (\$/ton)</b>	<b>Sept YTD</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Dom @ Dom Price	\$2,281	\$2,443	\$2,112	\$2,112
Dom @ ND Price	\$2,224	\$2,393	\$2,062	\$2,062
Dom to Sigma	n/a	\$2,443	\$2,112	\$2,112
ND @ ND Price	\$1,612	\$1,477	\$1,457	\$1,457
Glands & Accessories	\$2,043	\$2,043	\$2,043	\$2,043
Valve Boxes - Domestic	\$1,871	\$1,600	\$1,600	\$1,600
Valve Boxes - ND	\$1,022	\$739	\$739	\$739
TufGrip	\$2,621	\$2,486	\$2,140	\$2,140

*Richard S Tatman*

VP & GM - Tyler/Union

**CX 0105**

Domestic Market Strategy

This document is intended to spur discussion and debate as to what the optimal strategy should be for our domestic business. Any final strategy would need legal review to assure compliance.

The competitive tactic communicated in our letter of September 22<sup>nd</sup> was intended to avoid being cherry picked if Star was going to carry only a very short line. New inputs on Star's competitive strength along with customer feedback over the past several months indicate that a change in strategy is required. This need is warranted without regards to the recent FTC inquiry which is not being taken into consideration herein.

Basic assumptions:

1. Star will be in the domestic game for the foreseeable future.
  - a. They have either already made or are fully committed to an investment of at least 300 patterns
  - b. They've now invested too much political capital to back down
2. Star will feel they need to be net 5% to 10% below us at this stage in order to generate volume commitments from significant customers.
  - a. They will most likely use incremental backsides and credits to hide net pricing as they know we'll react.
  - b. We have their TDG rebate confirmed @ 15% Ty/Union is ?  $8\frac{1}{4}/10^{\$}$
3. Star won't sell at a loss, but if needed they will sell at single digit margins taking into consideration the broader benefits to their market presence and the negative impact to McWane. See table 1A herein for estimates on their cost and margin position. *go after retailers while Star is sitting w/ VR.*
4. The illusion by customers of what Star has to offer as a domestic supplier is most likely better than what reality will actually be.
5. It will take Star several more months before all their patterns are available or they can take on significant volume. This probably means we can strengthen our response as needed over time so as not to prematurely erode margin dollars. *agree*
6. Sigma will carefully watch our reaction to Star as they contemplate their long-term strategy regarding domestic. There maybe longer term benefits to Sigma seeing a stronger response from us at least in several select markets. *Sigma One lock/DISA PATTERN*

The traditional approach to address competitive share or non public price moves is to publically take the market down. While this tactic works against traditional competitors with established share positions and mfg overhead, I have yet to see it work against Star on either the waterworks or plumbing side. Star has historically shown they will just continue incremental discounting down to the point where they're selling near breakeven. Once published pricing is returned to more normal levels, they will just resume their discount pricing tactics.

The proposed strategy for review is based upon the following core concepts:

1. Trying to hold on to our near 100% market share in the (3"-24") segment would be both very difficult and very costly. Our goal instead should be to contain Star's share to accounts that are neither strategically important nor have a strong relationship with either Tyler Union or V&H. In short, we can't afford to loose or weaken relationships with our strategic accounts trying to appease accounts that truly don't want to have a strong relationship with us. *give up Johnsons OK*
2. Our competitive response should strengthen and evolve over time as we better ascertain Star's competitive position. Competitive reactions will be on as needed basis for specific customers or markets. *Keep Pace*

3. While we need to support our strategic accounts and good customers, we also need to avoid any situation getting "personal" with other accounts so that there is always a bridge back to us if that customer's situation changes.
4. Segmenting our customers into four levels or buckets based upon their size, commitment level to Tyler Union and strategic importance to the business. The range of rebates, cash discounts, pricing and other incentives available will be determined by the level assigned to a particular account. See table 2A herein.
5. If needed, the FTC inquiry may allow a politically correct rationale as to why we're continuing to supply certain accounts or branches with product when they are also purchasing a small portion of their requirements from Star.

### Rebates & Cash Discounts

A combination of rebates and/or incremental cash discounts would be available to level 1&2 accounts as competitively appropriate. In general, level 1 accounts could receive a total value between (8% to 10%) while level 2 accounts would be in the (4% to 8%) range. Unless there are unique circumstances, level 3 accounts would normally not receive any rebates or incremental cash discounts, but if required the limit would be 4%. All of these core rebates should be earned and paid on an annual basis.

### Invoice Pricing

*OK*  
We know that Star has some 15% rebates in place and that they are also doing some job pricing below published. With near 100% market share, if our objective is to hold on to as much price as possible we'll have to address competitive situations as they are confirmed rather than being proactive. While this approach should maximize margin \$ this year, it does create longer term risks as it allows customer to be in active discussions with Star before can confirm and react.

If that is the desired strategy, I would suggest reacting to competitive situations using job pricing for both level 1 & 2 accounts and an incremental sliding quarterly rebate program for only level 1 accounts. The job pricing would be used to make sure we were competitive with what Star was putting out for street pricing. For any job pricing to level 2 accounts we would make sure that the pricing offered applied to supplying the whole job. Any partial job orders would be at published levels. Once the weight average invoice price with a given market area falls to around 95% of published, we would most likely lower the published price accordingly.

Since level 1 accounts are our strategic partners, I believe we should offer them an incremental sliding quarterly rebate when competitively appropriate. If for example we use a 5% program, those accounts would receive an incremental 5% quarterly rebate on any sales at published pricing. Any job pricing or discounted sales during the quarter would be deducted from the rebate due. If that accounts average invoice price for the quarter was 97% of published, their incremental quarterly rebate would be reduced from 5% to 2%. When ever a reduction in published pricing is required, we will decide that that point whether to discontinue that program or reduce the potential from 5% down to 3%.

As a special note on the (30"- 48") segment, our product line in this segment is currently very weak beyond 30" which puts us at a competitive disadvantage to both Star and ACIPCO. Our pattern work is progressing, but it will be mid year until we are able to catch up to Star's availability and we will probably never tool some of the lower volume items that ACIPCO has. ACIPCO is published @ 0.70 but multiple inputs have them actually selling in the 0.56 range which is about what their 20%

*tool in last team?  
recomm. to check*

OK

discounted pricing is to us. Star also appears to be selling in the low to mid 0.50's range and is aligning with Griffin for ductile jobs. There is also some rumored activity between US Pipe and Star. Since we have weaknesses in this segment, our strategy should be to support our customers with competitive pricing on a job by job basis where we have product available. We should also consider lowering our published multiplier from 0.70 to 0.62 as the current spread between published and competitive job pricing is too large. I would also like to revisit ACIPCO to discuss more competitive price and lead times. However, I suspect that as long as our smaller diameter product is available to them through Sigma, cooperation will be difficult. What we really need is improved lead times and pricing in the 0.48 to 0.50 range so that were not reselling at a net loss.

**Inventory & Service Incentives**

If competitively appropriate, we would consider special inventory & service incentives but only for level 1 accounts. These incentives would include items such as: adjustments to FFA terms; extended terms to hold mutually agreed upon levels of local stock; consigned inventory; preferential order fulfillment under backlog conditions.

**Table 1A Star's Cost Basis**

Std MJ Fittings	3" - 6"	8" - 12"	14" - 24"	30" - 48"
Mfg Cost @ foundry level	\$1,588	\$1,738	\$2,110	\$2,710
Star purchase cost @ 20% foundry GM	\$1,985	\$2,173	\$2,638	\$3,388
Freight to Houston	\$12	\$12	\$40	\$40
Coating & Lining costs	\$150	\$150	\$150	\$150
Outbound freight	\$100	\$100	\$100	\$100
Distribution center	\$95	\$95	\$95	\$95
Star's net cost	\$2,342	\$2,530	\$3,023	\$3,773
Star's break even selling price with 10% rebate	\$2,518	\$2,720	\$3,250	\$4,056
Multiplier	0.286	0.296	0.325	0.369
Current Published	0.460	0.460	0.580	0.700
Price risk - worst case	-38%	-36%	-44%	-47%
Star selling price @ 25% GM with 10% rebate	\$3,357	\$3,626	\$4,332	\$5,407
Multiplier	0.381	0.394	0.433	0.492
Price risk	-17%	-14%	-25%	-30%

Foundry & finishing costs per Kent Brown 3/12/10

**Table 2A - Program Matrix**

Domestic Fittings	Level 1	Level 2	Level 3	Level 4
Total Business level or Domestic Share	> \$10M or > 95%	> \$1M or > 75%	> \$0.3M or > 75%	< \$0.3M or < 75%
ND Share	> 50%	> 25%	> 25%	< 25%
Maintain as Domestic Dist	Yes	Yes	Yes	Normally No
Available Rebate & Incr Cash Disc	(8% to 10%)	(4% to 8%)	(0% to 4%)	0%
Domestic Job Pricing	Per local Mkt Conditions	Per local Mkt Conditions	Normally No	No
Sliding Qtrly Rebate	(3% to 5%)	No	No	No
Preferential Pricing on Large Jobs	Yes	No	No	No

HD 25 mil ±  
 FEPO 25 mil ±  
 M. WNE 4 mil ±

**CX 0106**

**From:** Dan Henrie  
**Sent:** Monday, October 5, 2009 8:45 AM  
**To:** Scott Frank <scott.frank@clowwater.com>  
**Cc:** Shanel Traver <shanel.traver@clowwater.com>  
**Subject:** RE: HD Wichita

---

A lot of eyes watching... We will continue to quote our projects "right down the line" and uphold the pricing integrity from our side of the business. However, I know for a fact that our ""good friends" at HD Supply tend to stretch the truth when reporting feedback on fitting prices. We will hold the line...

**Dan Henrie**  
Treatment Plant Sales Manager - Western Region  
799 Roosevelt Road Bldg 6 , Suite 015  
Glen Ellyn, Illinois 60137  
Fax 630 545-9905  
Cell 630 605 7489  
[dan.henrie@clowwater.com](mailto:dan.henrie@clowwater.com)

---

**From:** Scott Frank  
**Sent:** Monday, October 05, 2009 8:37 AM  
**To:** Jerry Jansen; Vince Napoli  
**Cc:** Dan Henrie; David Smith  
**Subject:** RE: HD Wichita

**Amen by friend....I need no calls from Birmingham. Our Q system adds money for freight and primer to our list price. We often apply .42/.52/.69 to our pricing structure which relates to sell prices of .431-.437/.522-536/.701-.712. Our theory should hold true However I will adjust my safety factor. Please tell us everything you can when numbers our picked up. Is this Wichita issue within the guidelines?**

**Dave & Dan we need to discuss.**

Scott Frank  
General Sales Manager  
Clow Water Systems Company  
direct line 740-291-1066  
cell 740-202-3094  
fax 740-622-4272  
[scott.frank@clowwater.com](mailto:scott.frank@clowwater.com)

 please consider the environment before printing this email

---

**From:** Jerry Jansen [mailto:Jerry.Jansen@tylerunion.com]  
**Sent:** Monday, October 05, 2009 6:07 AM  
**To:** Scott Frank; Vince Napoli  
**Subject:** Re: HD Wichita

Scott, we need to make sure all domestic is right down the line since Sigma is involved and they get information from several people and especially see HD numbers.

I know you package but they do see invoice numbers at times so we need to keep domestic prices up and not lower fitting numbers to hide pipe.

I know we have been hearing fittings being lowered across your area on jobs with fitting prices moving up and down across the range.

With the Sigma deal we don't need Ruffner involved.

Jerry

---

**From:** Scott Frank <scott.frank@clowwater.com>

**To:** Vince Napoli

**Cc:** Jerry Jansen

**Sent:** Fri Oct 02 10:18:09 2009

**Subject:** RE: HD Wichita

**We are quoting Lindsborg, KS Plant job on 10/7 but pricing looks fine.**

**Is your question on plant or line work??**

Scott Frank  
General Sales Manager  
Clow Water Systems Company  
direct line 740-291-1066  
cell 740-202-3094  
fax 740-622-4272  
[scott.frank@clowwater.com](mailto:scott.frank@clowwater.com)



please consider the environment before printing this email

**From:** Vince Napoli [mailto:[Vince.Napoli@tylerunion.com](mailto:Vince.Napoli@tylerunion.com)]

**Sent:** Friday, October 02, 2009 9:56 AM

**To:** Scott Frank

**Cc:** Jerry Jansen

**Subject:** HD Wichita

Scott

Do you have any pricing out for a job to HD Wichita for below the established .70 multiplier for 30" + domestic fittings?

*Vince Napoli*  
*TylerUnion Sales*  
*[vince.napoli@tylerunion.com](mailto:vince.napoli@tylerunion.com)*  
*256-240-4281*  
*800-226-7601 ext 281*  
*Fax: 256-240-4214*

**CX 0107**

**From:** Greg Adams <Greg.Adams@tylerunion.com>  
**Sent:** Tuesday, November 3, 2009 5:02 PM  
**To:** Jerry Jansen <Jerry.Jansen@tylerunion.com>  
**Subject:** RE: Urgent domestic job issue

---

The biggest problem with that is that they are going to have Id fittings with USA and Star on them and we are going to be specing in ACIPCO? How should I approach that?

Greg Adams  
Tyler Union  
Plant Sales  
713-594-3799 cell  
903-882-2185 fax  
gadams@tylerunion.com  
www.tylerunion.com

---

**From:** Jerry Jansen  
**Sent:** Tuesday, November 03, 2009 4:19 PM  
**To:** Greg Adams  
**Subject:** RE: Urgent domestic job issue

Keep them out of the spec

---

**From:** Greg Adams  
**Sent:** Tuesday, November 03, 2009 4:04 PM  
**To:** Jerry Jansen  
**Subject:** Re: Urgent domestic job issue

That's what I figured I just mainly wanted to make sure you were aware of it. Between this one and the fort leonard job that I found out greg has as well you are looking at almost one million in domestic fittings going to star.

Greg Adams  
Tyler Union  
Treatment Plant Division  
713-594-3799  
Gadams@tylerunion.com

---

**From:** Jerry Jansen  
**To:** Greg Adams  
**Sent:** Tue Nov 03 15:57:18 2009  
**Subject:** RE: Urgent domestic job issue  
Greg, we won't move the numbers on the package due to the Sigma deal and we have a commitment from HD to use our domestic. We don't want the market tumbling and if we keep everyone on board we shouldn't have to drop prices.

This big of job they should be making cuts on other items.

I'm trying Sean again.

Jerry

---

**From:** Greg Adams  
**Sent:** Tuesday, November 03, 2009 1:56 PM

**To:** Jerry Jansen  
**Subject:** Urgent domestic job issue

Jerry,

This job bid last week and the domestic fitting bom that is attached is worth 750K. Crossland Construction has the job out of Tulsa and they buy from Hajoca. However Ryan Miller is talking seriously with them as well so I wanted you to take a look at it maybe compare it to what we are going to do on LD patterns and see if you want to give Ryan a cut to keep Star from getting this one. Called Greg and he has not called me back so I am wondering if he is avoiding me. I'm sure he and sean are playing the same game. Hajoca also has the Fort Leonard job but not sure if that is with the olathe branch or not.

Greg Adams  
Tyler Union  
Plant Sales  
713-594-3799 cell  
903-882-2185 fax  
gadams@tylerunion.com  
www.tylerunion.com

---

**From:** mdrake1000@aol.com [mailto:mdrake1000@aol.com]  
**Sent:** Monday, October 26, 2009 4:26 PM  
**To:** Benny.Salcido@hdsupply.com  
**Cc:** Debbie Perryman; Greg Adams; Shane Dubose; Debbie Vinson; Sundra Welch  
**Subject:** HD SUPPLY PHOENIX PL40-09-1742 NORTHSIDE WATER TREATMENT PLANT EXPANSION OK

Hello Benny. I have attached pricing for Northside Water Plant in Okalahoma. Please note that some items are available only in MJ x MJ or only in C110. I made notes in Red. There is one items we cannot furnish. Let me know if you want to make substitutions to make up the fitting. Thanks.

Marla Drake

**CX 0110**

**From:** Greg Adams <Greg.Adams@tylerunion.com>  
**Sent:** Sunday, October 4, 2009 8:48 PM  
**To:** Jerry Jansen <Jerry.Jansen@tylerunion.com>  
**Subject:** Re: Weekly for Greg Adams ending 10-3-09

---

That was supposed to go to fuller. He is bringing the guys from mainline in to tour the foundry and we were meeting at the courtyard in oxford. Must have replied to you by mistake.

Speaking of mainline Keith Vandegrift called me on friday wanting 1000 dollars for a deal they are doing for Garney construction in Atlanta. They are doing a dinner and minor league hockey game. I told him you might do a credit but I would have to see. Kind of ticked me off after we dumped all that money on the cowboys game but I guess this is a different group and he is asking mueller and another vendor to do the same. Also he is our first meeting at woftec. Lot me know what you want me to tell him.

Greg Adams  
Tyler Union  
Treatment Plant Division  
713-594-3799  
Gadams@tylerunion.com

---

**From:** Jerry Jansen  
**To:** Greg Adams  
**Sent:** Sun Oct 04 20:41:08 2009  
**Subject:** RE: Weekly for Greg Adams ending 10-3-09

What Courtyard

---

**From:** Greg Adams  
**Sent:** Sunday, October 04, 2009 5:59 PM  
**To:** Jerry Jansen  
**Subject:** RE: Weekly for Greg Adams ending 10-3-09

Just did. Agreed lets just plan on meeting at the courtyard and we'll go from there.

Greg Adams  
Tyler Union  
Plant Sales  
713-594-3799 cell  
903-882-2185 fax  
gadams@tylerunion.com  
www.tylerunion.com

---

**From:** Jerry Jansen  
**Sent:** Sunday, October 04, 2009 5:23 PM  
**To:** Greg Adams; Marla Drake  
**Cc:** Laura Alvey  
**Subject:** RE: Weekly for Greg Adams ending 10-3-09

Good news on the jobs with Metro Tex. Are they both domestic and non or just domestic? We can't be moving domestic numbers with our MDA with Sigma. We need to stay stable so let's keep focused on what is happening out there.

Also gauges and ME is good news. Keep after it.

Jerry

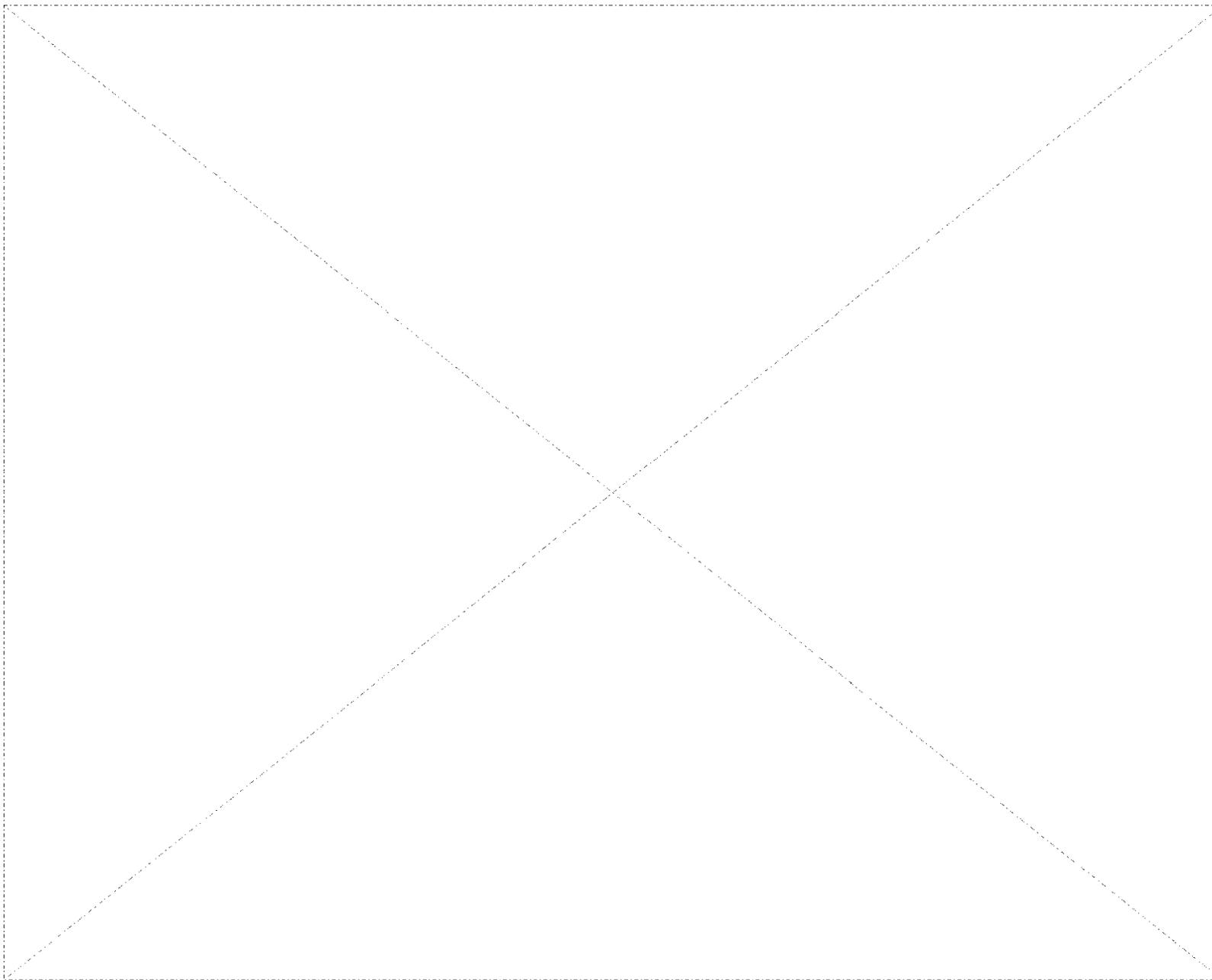
---

**From:** Greg Adams  
**Sent:** Saturday, October 03, 2009 11:14 PM  
**To:** Jerry Jansen; Marla Drake  
**Cc:** Laura Alvey  
**Subject:** Weekly for Greg Adams ending 10-3-09

Enjoy!

Greg Adams  
Tyler Union  
Plant Sales  
713-594-3799 cell  
903-882-2185 fax  
gadams@tylerunion.com  
www.tylerunion.com

**CX 0119**





## Key Market Communications

---

Sept 22, 2009

McWane has made significant investments in its domestic manufacturing facilities to maintain an extensive fitting and accessory product line, produced in safe and environmentally compliant foundries. We are continuing to invest in our domestic business and will soon be announcing additional fitting and accessory items in the 36" – 48" size range.

In light of this investment, effective October 1, 2009 McWane will adopt a program whereby our domestic fittings and accessories will be available to customers who elect to fully support McWane branded products for their domestic fitting and accessory requirements. This applies whether these products are purchased through Tyler Union, Clow Water or through Sigma. Exceptions are where Tyler Union or Clow Water products are not readily available within normal lead times or where domestic fittings and accessories are purchased from another domestic pipe and fitting manufacturer along with that manufacture's ductile iron pipe.

Customers who elect not to support this program may forgo participation in any unpaid rebates for domestic fittings and accessories or shipment of their domestic fitting and accessory orders of Tyler Union or Clow Water products for up to 12 weeks.

Although the words "may" and "or" were specifically used, the market has interpreted the communication in the more hard line "will" sense



## Sigma Supply Restructure?

---

- ❑ Provide 180 day notice of intent to terminate current MDA
  - Within 180 day period:
    - Waive requirement to sell within 98% of published pricing?
    - Waive requirement to provide a minimum 8% rebate?
  
- ❑ Communicate intent to work in good faith towards new arrangement
  - Near term Tactical Objectives are:
    - Don't push Sigma into an panic reaction of securing alternate sources
    - Buy time to see if the Water Bill contains a Buy American provision
  
- ❑ Desired Roll for Sigma
  - Service market segment where customers:
    - Will pay what net price Sigma can afford within their supply costs – 20%?
    - Value the service levels provided from their regional yards
    - Sigma has a much stronger relationship relative to Tyler Union's
  
- ❑ Potential arrangement framework
  - 20% off published price levels (regardless of job pricing levels)
  - No restrictions on resale pricing or rebate programs
  - Requires McWane to be their exclusive source of supply
  - ? Comply with any "Do not Sell" account lists



## Potential Customer Support - Policies

### Hard Line

Access to McWane domestic product either through McWane or Sigma requires distributors to exclusively support McWane where products are available within normal lead times.

Violation will result in:

- Loss of access
- Loss of accrued rebates

### Middle Ground

Access to McWane domestic product either through McWane or Sigma? is available to all distributors that are indexed accounts of either party.

For accounts who fully support McWane:

- 8% - 10% rebate available
- Job or fixed price discounts available as market appropriate

For accounts NOT fully supporting McWane

- No rebate available
- Published pricing only
- ❖ Potential "Do not Sell" list for accounts mainly using Star?

### Soft Line

Access to McWane domestic product either through McWane or Sigma? is available to all distributors that are indexed accounts of either party.

Standard Tyler Union rebate of 8% available to all accounts with total purchases > \$100,000

❖ Potential "Do not Sell" list for accounts mainly using Star?



## Other Inputs

---

- Customers who perceive losing business to their competitors utilizing Star are strongly asking/demanding us to cut off access of McWane product to those distributors.....(Roberts & Brune and Pace Supply regarding Groeniger's use of Star)
  
- While Star would like access to our product to fill in holes, it's highly unlikely at this point that they'd agree to an exclusive supply arrangement
  
- By mid year, it's probable that Star would job quote in the following net discount range in "certain markets" to either secure business or be disruptive:
  - 3" – 12" (10% to 20%) current 0.46 multi
  - 14" – 24" (10% to 30%) current 0.58 multi
  - 30" – 48" (20% to 40%) current 0.70 multi
  
- While Star can be disruptive in certain markets, it will be an extended time period until they can be broad reaching within the entire market.
  
- Aside from product availability, another concern customers will have is Star's ability to support them in the event of significantly falling market prices as McWane is perceived as having a much lower cost of supply than Star

**CX 0126**

**From:** Leon G. McCullough <Leon.McCullough@clowvalve.com>  
**Sent:** Tuesday, December 8, 2009 2:42 PM  
**To:** Leon G. McCullough <Leon.McCullough@clowvalve.com>; Rick Tatman <Rick.Tatman@tylerunion.com>; Thomas Walton <Thomas.Walton@mh-valve.com>; Mike Vore <Mike.Vore@clowvalve.com>  
**Subject:** RE: 2010 Programs

---

Guys,

I have scheduled a meeting with HDS in Thomasville next Wednesday, 12/16 to review our 2010-2012 rebate program.

HDS will have Jerry Webb, Darrin and Glenn and we will be represented by Rick Tatman, Mike Vore and myself.

Rick, You will need to check your schedule and if you are there when we arrive please pick Mike and me up at the Thomasville airport. We will arrive about 11:00 a.m. ET. You are welcome to fly into Des Moines and commute with us via NetJet if that is any easier travel.

I drove that route once before and it is about 5 hours or slightly less. The next time I flew into/out of, Tallahassee, Fl.

Let me know what you decide.

Leon

---

**From:** Leon G. McCullough  
**Sent:** Tuesday, December 08, 2009 9:50 AM  
**To:** Rick Tatman; Thomas Walton (thomas.walton@mh-valve.com)  
**Subject:** 2010 Programs

I'm thinking of implementing a 3 year program, basically the same as the 2009 programs for our national accounts. Most everyone as asked about extended programs.

My interest is getting everyone on board and committed for the next three years is to remove the opportunity for Star to introduce their domestic made fittings into our major national accounts. Perhaps even include language that the programs automatically extend unless either party give 90 days notice.

Your thoughts? We can conference call at your convenience as I will probably be snowed in for the next two days, if the weatherman is correct!

Leon

**CX 0137**

**From:** Rick Tatman <rtatman@tylerunion.com>  
**Sent:** Monday, May 5, 2008 3:04 PM  
**To:** McCullough, Leon (McWane Executive Vice President)  
<lmccullough@clowvalve.com>  
**Cc:** Walton, Thomas (McWane Sr. Vice President) <twalton@MH-Valve.com>  
**Subject:** Draft Announcement letter  
**Attach:** May Price Increase Draft C.doc;sigma increase.pdf;Current Map 4 14 08.ppt;Map #4  
Conservative.ppt;Map #5 Aggressive.ppt

---

Leon,

Per your request, attached is the draft letter I was working on when you called. Also, as a reference I have attached the Sigma letter as well as several multiplier maps.

This draft would align with the approach of waiting until the DIFRA data is available before announcing any price actions. I have other draft letters developed in the event we'd elect to announce something sooner.

Although the Sigma announcement represented an increase range of 20% to 40%, I don't believe we would follow that lead regardless of the DIFRA data as it would lead to instability.

The attached Map #4 is probably the most conservative approach we'd take which represents an overall increase of ~ 8% on Blended products While Map #5 probably is the most aggressive recommendation for this next step with an overall increase of ~12%.

The current pricing is reflected in the map dated 4/14/08.

Thomas and I were scheduled to review this subject today @ 4pm

**Richard (Rick) Tatman**

VP&GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-240  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)



Rough Draft Copy C

May 6, 2008

To: All Tyler Union Utility Customers

RE: Pricing for Utility Fittings and Accessories

Dear Valued Customer,

You have likely heard or read about continued increases in factors of production impacting both domestic and global operations. The foundry industry has been hit particularly hard with sharp increases in scrap iron, alloys and transportation costs. While the financial impact to our business is real, we also recognize there are restrictions as to the level and timing at which pricing can be accommodated in the market.

Since several misperceptions are starting to circulate, we wanted to send out this general communication to clearly define our intention in regards to any future pricing actions.

Before announcing any price actions we carefully analyze all factors including: Domestic and Global inflation, market & competitive conditions within each region as well as performance against our own internal metrics. We are currently waiting on updates for several factors but anticipate being able to complete our analysis towards the middle of the month. At that point we will be sending out specific letters to each region detailing changes, if any, to our current pricing policy.

For planning purposes only, we expect for regions that do have a change that multipliers will increase in the range of 6% up to 16% effective about 3 weeks after the announcement date. As always, annual municipal bid contracts will be honored per the terms of the contract and jobs quoted prior to the announcement date will be honored through a specified period provided in the announcement.

Sincerely,



Jerry Jansen  
National Sales Manager



Date: April 24, 2008  
To: SIGMA Corporation's Valued Customers  
From: Larry Rybacki  
Sub: Multiplier Increase May 19, 2008

Dear Friends,

To say this year has been a challenge is a gross understatement. With rising costs in transportation, labor, medical benefits, raw materials, etc., 2008 will certainly be a difficult year for all of us. Hopefully we will learn something from it and be better businesses in the future for having endured this very tough downturn.

SIGMA Corporation, like all manufacturers in the Waterworks Industry, has been hit with unprecedented increases in scrap iron prices which have increased 7 fold in just a few short years. As a result we will be raising multipliers up to 10 multiplier points depending on your region. The increase will take place on May 19, 2008 and your SIGMA Regional Manager will inform you by letter before the end of April of your new multiplier.

We've cut the number of different multipliers across the country down to four or five with the ultimate goal of one multiplier for Fittings (MJ & Push-on, C-153, Flanged C-110) nationwide in the not too distant future. We can't promise that this will be the last increase in 2008, but we can promise we will give you ample warning of any future changes.

Only orders that are placed before May 19, 2008 with a specific shipping date will be honored and any jobs that are held for release will be subject to the new multipliers.

In conclusion, we at SIGMA thank you for your loyalty and friendship and we wish you all the best during these trying times in our marketplace.

Sincerely yours,

A handwritten signature in cursive script that reads "Larry".

Larry

316 So. Bon View Ave.  
Ontario, CA 91761



(800) 888-6230  
(809) 983-7944  
FAX: (809) 391-2033

April 24, 2008

**Utility Fitting & Accessory Multiplier Adjustment effective May 19, 2008**

Dear Valued NEVADA Customer:

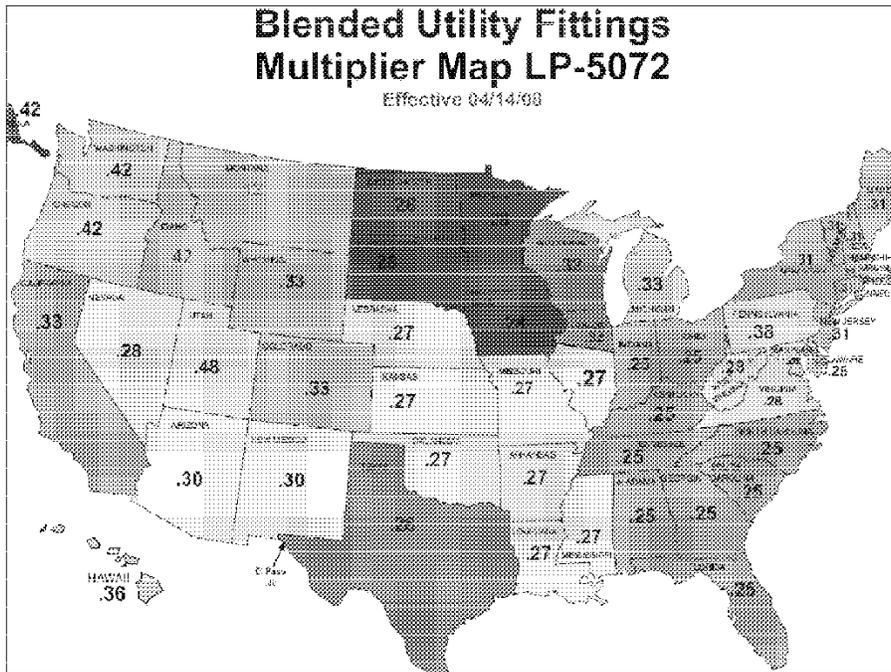
The multiplier referenced below is to be used against the SIGMA price book dated July 1, 2007.

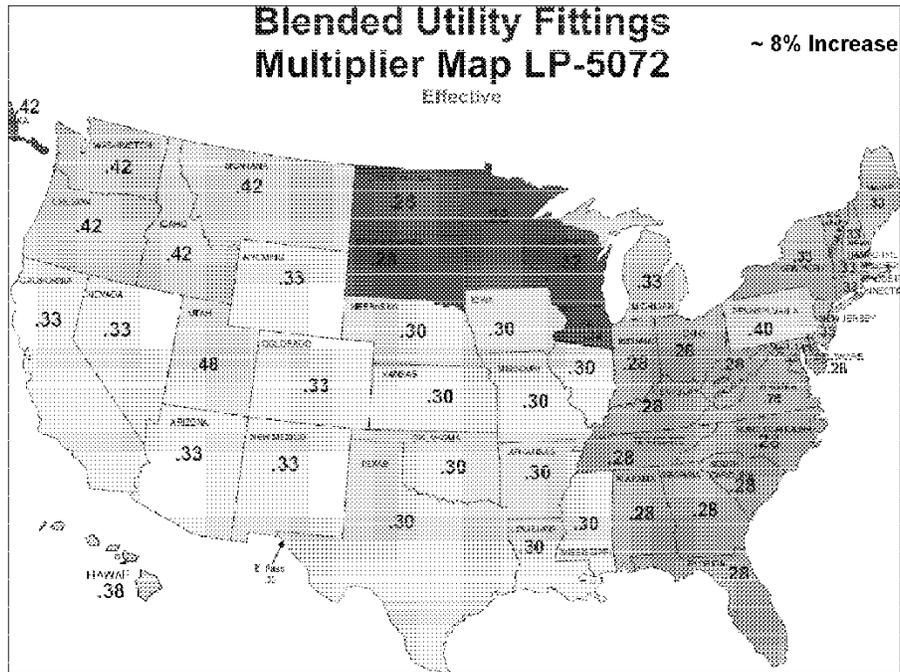
Utility Fittings	.38
Accessories	.38

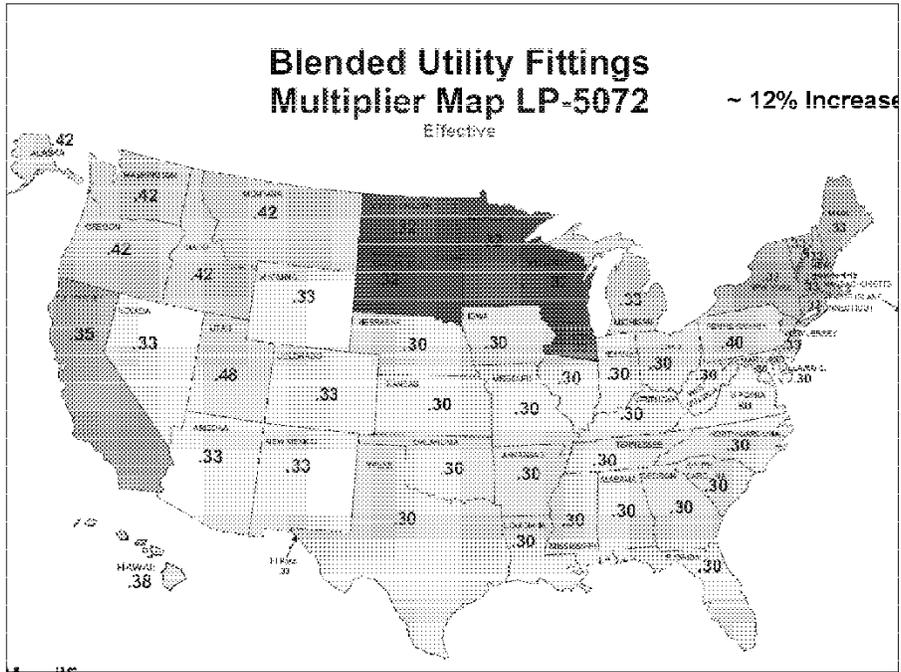
Please contact your regional sales office with any questions.

Sincerely,

Larry Rybacki







**CX 0138**



May 7, 2008

To: All Tyler Union Distribution Customers

RE: Pricing for Utility Fittings and Accessories

Dear Valued Customer,

You have likely heard or read about continued increases in factors of production impacting both domestic and global operations. The foundry industry has been hit particularly hard with sharp increases in scrap iron, alloys and transportation costs. While the financial impact to our business is real, we also recognize there are restrictions as to the level and timing at which pricing can be accommodated in the market.

We are sending this general communication to our waterworks distribution customers to more clearly define our intention in regards to future pricing actions.

Before announcing any price actions, we carefully analyze all factors including: domestic and global inflation, market and competitive conditions within each region, as well as performance against our own internal metrics. We anticipate being able to complete our analysis by the end of May. At that point, we will send out letters to each specific region detailing changes, if any, to our current pricing policy.

For planning purposes only, we expect for regions with a change that multipliers will increase in the range of 6% up to 16% effective June 16<sup>th</sup>.

Sincerely,

A handwritten signature in black ink that reads 'Jerry Jansen'.

Jerry Jansen  
National Sales Manager

**CX 0139**

**From:** McCullough, Leon (McWane Executive Vice President)  
<lmccullough@clowvalve.com>  
**Sent:** Wednesday, June 18, 2008 9:03 AM  
**To:** G. Ruffner Page, Jr. <RPage@mcwane.com>  
**Subject:** FW: Initial DIFRA Output reports  
**Attach:** Initial DIFRA Output Reports 2006 2007 Apr 2008.pdf;Initial DIFRA Output Analysis.xls

---

Ruffner,

The share numbers are pretty dismal and significantly less than I would have thought. My perception was that we would be closer to 50%, trying to reach for 60%, while in reality we have to get to 50% and determine what it will take to reach 60%. Internally 60% is the long range objective.

We are announcing a weighted average 8% price increase today with an effective date of July 14, 2008. Sigma & Star were seeking an increase in the 25% range which we will not support as they continue to take share with special pricing on both the backside and the front side of projects.

My gut feel is that we will be seeing increased cost pressures from China that will impact Sigma/Star more than us and that we will continue to support modest price increases while they ask for substantial increases. I believe that until they feel prolonged profit margin pressures they will continue their historical practice of undisciplined market pricing. Until we see at least minor market share improvement I am in favor of no price increase support in the utility fittings market. Even if we see minor improvement in the next months I believe any price increase support from Tyler/Union will be minimal.

These are just a few quick thoughts after reviewing the market share data and may change as we discuss among the group.

Leon

---

**From:** Rick Tatman [mailto:rtatman@tylerunion.com]  
**Sent:** Tuesday, June 17, 2008 3:20 PM  
**To:** McCullough, Leon (McWane Executive Vice President); Walton,Thomas (McWane Sr. Vice President); 'Jerry Jansen'  
**Subject:** Initial DIFRA Output reports

Attached is the DIFRA report along with a simple summary and comparison file I threw together in Excel for your reference.

Initial observations:

1. 2006 baseline total DIFRA tonnage tracks very well with what we would have expected based upon walking the 2001 market data from the 421 hearings forward using the change in VMA units
2. Our share loss for 2007 and Apr YTD 2008 is actually larger than what I expected. Note the DIFRA tonnage is not down as much over those period as the VMA unit data
3. The "backed into" non DIFRA tonnage appears to be on the lower end of what we would have expected
4. All points above suggest that data is accurate within reason which was probably the resistance to sending it out before we announced any price.
5. The larger than expected share loss will make the task of getting it back more difficult, but of course will make victory all the more sweeter in terms of the incremental financial benefits.

**Richard (Rick) Tatman**

VP&GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-2440  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)

## INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Ductile Iron Fittings Research Association:

We have performed the procedures enumerated below, which were agreed to by the members of the Ductile Iron Fittings Research Association (the "Association"), solely to assist you with respect to the information included in the unaudited Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped) for the year ended December 31, 2006. This engagement to apply agreed-upon procedures was performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures that we performed are summarized as follows:

1. We received from the members of the Association unaudited reports stating trade tons shipped for the year ended December 31, 2006. We totaled the trade tons shipped from the reports received from the members as shown in the attached schedule.

We were not engaged to, and did not perform an audit, the objective of which would be the expression of an opinion on the trade tons shipped for the year ended December 31, 2006. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the members of the Association and is not intended to be and should not be used by anyone other than these specified parties.

*Sellers, Richardson, Watson, Haley & Brown, LLP*

June 13, 2008

**Ductile Iron Fittings Research Association**  
**Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped)**  
**For the Year Ended December 31, 2006**

	<u>Diameter</u>	<u>2006</u>
2"-12"		
	Flanged	17,623
	All Other	85,228
14"-24"		
	Flanged	5,532
	All Other	19,213
Over 24"		
	Flanged	1,219
	All Other	5,792
		<hr/>
	<b>Totals</b>	<b><u><u>134,607</u></u></b>

## INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

## Ductile Iron Fittings Research Association:

We have performed the procedures enumerated below, which were agreed to by the members of the Ductile Iron Fittings Research Association (the "Association"), solely to assist you with respect to the information included in the unaudited Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped) for the year ended December 31, 2007. This engagement to apply agreed-upon procedures was performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures that we performed are summarized as follows:

1. We received from the members of the Association unaudited reports stating trade tons shipped on a monthly and an annual basis for the year ended December 31, 2007. We totaled the trade tons shipped from the reports received from the members as shown in the attached schedule.

We were not engaged to, and did not perform an audit, the objective of which would be the expression of an opinion on the trade tons shipped for the year ended December 31, 2007. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the members of the Association and is not intended to be and should not be used by anyone other than these specified parties.

*Sellers, Richardson, Watson, Haley & Brown, LLP*

June 13, 2008

Confidential

**Ductile Iron Fittings Research Association**  
**Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped)**  
**For the Year Ended December 31, 2007**

<u>Diameter</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total Year</u>
2"-12"													
Flanged	1,258	1,161	1,435	1,293	1,480	1,555	1,452	1,436	1,353	1,267	1,200	969	15,859
All Other	5,534	6,278	6,854	6,708	7,770	7,979	7,527	6,833	5,636	6,114	5,413	3,893	76,539
14"-24"													
Flanged	396	295	447	367	426	504	405	461	386	415	424	349	4,875
All Other	1,430	1,386	1,629	1,645	1,559	1,730	1,346	1,422	1,332	1,463	1,330	1,055	17,327
Over 24"													
Flanged	90	75	83	75	77	116	101	82	81	119	113	83	1,095
All Other	609	411	486	390	544	556	302	571	460	434	328	301	5,392
<b>Total</b>	<b>9,317</b>	<b>9,606</b>	<b>10,934</b>	<b>10,478</b>	<b>11,856</b>	<b>12,440</b>	<b>11,133</b>	<b>10,805</b>	<b>9,248</b>	<b>9,812</b>	<b>8,808</b>	<b>6,650</b>	<b>121,087</b>

TU-FTC-0262079

## INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Ductile Iron Fittings Research Association:

We have performed the procedures enumerated below, which were agreed to by the members of the Ductile Iron Fittings Research Association (the "Association"), solely to assist you with respect to the information included in the unaudited Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped) Comparison for the four months ended April 30, 2008. This engagement to apply agreed-upon procedures was performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures that we performed are summarized as follows:

1. We received from the members of the Association unaudited reports stating trade tons shipped on a monthly basis for the four months ended April 30, 2008. We totaled the trade tons shipped from the reports received from the members as shown in the attached schedule.

We were not engaged to, and did not perform an audit, the objective of which would be the expression of an opinion on the trade tons shipped for the four months ended April 30, 2008. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the members of the Association and is not intended to be and should not be used by anyone other than these specified parties.

*Sellers, Richardson, Watson, Haley & Dunn, LLP*

June 13, 2008

Ductile Iron Fittings Research Association  
 Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped) Comparison  
 For the Years Ended December 31, 2008 and 2007

2008													
Diameter	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Year
2"-12"													
Flanged	1,139	1,151	1,042	1,315	-	-	-	-	-	-	-	-	4,647
All Other	4,304	5,090	4,782	6,273	-	-	-	-	-	-	-	-	20,449
14"-24"													
Flanged	458	385	383	399	-	-	-	-	-	-	-	-	1,625
All Other	1,142	1,177	1,233	1,561	-	-	-	-	-	-	-	-	5,113
Over 24"													
Flanged	82	87	105	97	-	-	-	-	-	-	-	-	371
All Other	418	359	450	449	-	-	-	-	-	-	-	-	1,676
<b>Total</b>	<b>7,543</b>	<b>8,249</b>	<b>7,995</b>	<b>10,034</b>	-	-	-	-	-	-	-	-	<b>33,681</b>

2007													
Diameter	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Year
2"-12"													
Flanged	1,258	1,161	1,435	1,293	1,480	1,555	1,452	1,436	1,353	1,267	1,206	969	15,859
All Other	5,534	6,278	6,854	6,708	7,770	7,979	7,527	6,833	5,836	6,114	5,413	3,863	76,539
14"-24"													
Flanged	396	295	447	367	426	504	405	461	386	415	424	349	4,875
All Other	1,430	1,386	1,629	1,645	1,559	1,730	1,346	1,422	1,332	1,463	1,330	1,055	17,327
Over 24"													
Flanged	90	75	81	75	77	116	101	82	81	119	113	83	1,095
All Other	609	411	486	390	544	555	302	571	460	434	328	301	5,392
<b>Total</b>	<b>9,317</b>	<b>9,606</b>	<b>10,934</b>	<b>10,478</b>	<b>11,856</b>	<b>12,449</b>	<b>11,133</b>	<b>10,805</b>	<b>9,248</b>	<b>9,812</b>	<b>8,808</b>	<b>6,650</b>	<b>121,087</b>

Month-to-Month Percentage Change Comparison													
Diameter	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Year
2"-12"													
Flanged	(9.46)	(0.86)	(27.39)	1.70	-	-	-	-	-	-	-	-	-
All Other	(52.73)	(18.92)	(30.23)	(6.48)	-	-	-	-	-	-	-	-	-
14"-24"													
Flanged	15.66	30.51	(14.32)	8.72	-	-	-	-	-	-	-	-	-
All Other	(20.14)	(13.08)	(24.31)	(5.11)	-	-	-	-	-	-	-	-	-
Over 24"													
Flanged	(8.89)	16.00	26.51	29.33	-	-	-	-	-	-	-	-	-
All Other	(31.36)	(12.65)	(7.41)	15.13	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>(19.04)</b>	<b>(14.13)</b>	<b>(26.88)</b>	<b>(3.66)</b>	-	-	-	-	-	-	-	-	-

Year-to-Date Percentage Change Comparison													
Diameter	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Year
2"-12"													
Flanged	(9.46)	(5.33)	(13.54)	(9.71)	-	-	-	-	-	-	-	-	(9.71)
All Other	(22.23)	(20.47)	(24.05)	(19.41)	-	-	-	-	-	-	-	-	(19.41)
14"-24"													
Flanged	15.66	22.00	7.73	7.87	-	-	-	-	-	-	-	-	7.97
All Other	(20.14)	(17.65)	(20.09)	(16.04)	-	-	-	-	-	-	-	-	(16.04)
Over 24"													
Flanged	(8.89)	2.42	10.48	14.86	-	-	-	-	-	-	-	-	14.86
All Other	(31.36)	(23.82)	(18.53)	(11.60)	-	-	-	-	-	-	-	-	(11.60)
<b>Total</b>	<b>(19.04)</b>	<b>(16.55)</b>	<b>(20.33)</b>	<b>(16.00)</b>	-	-	-	-	-	-	-	-	<b>(16.00)</b>

	DIFRA	McWane	% Share	Tyler/Union	% Share
2006	134,607	73,762	54.8%	71,611	53.2%
2007	121,087	60,629	50.1%	58,940	48.7%
Apr-08	33,861	15,304	45.2%	14,769	43.6%
2008 trend	101,713	45,944	45.2%		

	DIFRA	VMA
'07 vs '06	-10.0%	-15.4%
Apr YTD '07 vs '06	-16.0%	-22.0%

2001 Market per 421 data	127,712
VMA Change 2006 vs 2001	13.70%
2006 market per VMA walk	145,209
2006 DIFRA Members	134,607
DIFRA market share	92.7%

* McWane Apr YTD lost tonnage	3,262
* McWane 2008 lost tonnage tracking	9,793
* McWane 2007 lost tonnage	5,724

\* Actual DIFRA share vs 54.8% 2006 reference

**CX 0171**

**From:** Rick Tatman <rtatman@tylerunion.com>  
**Sent:** Sunday, April 12, 2009 2:02 AM  
**To:** jjansen@tylerunion.com  
**Subject:** Tyler/Union New List Price & Multipliers  
**Attach:** Multiplier Change Analysis.xlsm;\_AVG certification\_.txt

---

Jerry,

I'm going to continue working on the wording of the message below and send to Thomas so he has it Monday morning. They want us to have one firm multiplier for each region so that the net effect of the new List and multipliers is a 1% price decrease from our Jan – Mar invoice levels. With the way we took List Pricing down on larger Diameters.....I don't know how to do that without taking net prices up on the (3"-12") segment. You'll see below that like we need to do on Domestic, we might want to consider tiered multipliers for Blended also to give us some flexibility within a no job pricing environment. Also note that we had thought the List Price impact on the (3"-12") segment was a +4% average increase. That now appears to be error with the actual increase near +7%. On average List Pricing for the (14"-24") segment went down 18% and the (30"-48") segment went down on average 33%.

Thomas,

The discussions around this List and Multiplier change are indeed confusing because we have several variables moving at the same time. List Pricing was completely restructured for all size diameters with almost all diameters changing up or down by a different % from the current List Price LP 5072. Although rather wordy.....hopefully the following will provide some grounding for you to better understand what we did and why.

When we started the project to restructure our List Pricing September of last year, we had the following objectives & assumptions:

1. To have a know List Price structure such that we could better understand the gross margins by product category for a given selling multiplier....If we gave a 0.27 for a job we wanted to easily be able to know the estimated total Gross Margin.
2. We wanted to compress the \$/lb on the larger diameter segments with the current List Price LP 5072 so that Sigma/Star would have less room to job price below published multipliers. This would also result in competitive multiplier feedback not being as significantly dependant upon what diameter it was associated with. With the current List Price, Star giving a 0.20 on a 24" items is completely different in terms of their profitability than a 0.20 on 6" items.
3. We did want increasing gross margins between the (3"-12"), (14"-24") and (30"-48") product groups, but we wanted that increase to be more rational and compressed rather than the current 2X factor between (3"-12") and (30"-48") for a given multiplier.
4. The restructuring was to be based upon the competitive needs of the Blended or Import segment of our business.
5. It was assumed, that if we compressed the gross margins on the larger diameter segments (where our share is weaker) it would remove profitability from the Sigma/Star on that segment which in theory was supposed to put more pressure on them not to slash multipliers on the (3"-12") segment where our share is very strong. This hopefully would also shrink the gap between Job and Published multipliers for this Stocking segment so that distributors wouldn't have yet another excuse to not hold inventory.
6. We actually wanted to have a small List Price increase for the (3"-12") segment
  - a. This is where historically our share had been the strongest. Once the competitive war stabilizes we were hoping to achieve a modest net market price increase for this segment.
  - b. For the current environment, an increase in List Price would require a decrease in Published multipliers to remain net zero. From a perception viewpoint, we thought that if our published multiplier was lower than Sigma's and Star's on this Stocking segment that they would be more likely to adopt our new List Price.
7. We wanted the List Pricing structure to be easily understood and therefore easily followed by our competitors so every diameter has a fixed \$/lb format for every configuration MJ, Flange, C110, ect....The code is easy to break.

8. We wanted the overall net impact to pricing for our Domestic product sales to be near zero as we didn't want any backlash from the market over raising Domestic prices in light of the forthcoming ARA funding projects.
9. The new List Price was intended to promote stability and "reduce" the wiggle room for profitable job pricing. However, it was never intended to be able to completely address on the various competitive situations across the entire product offering so that we could always have firm multipliers.
10. In terms of the overall impact to pricing (3"-48") we assumed our historical selling split of 80% (3"-12"), 17% (14"-24") and 3% (30"-48") within the initial analysis.....this is now causing a problem.....see below.

I understand that you wanted the overall net impact of the new List Price and new Published multipliers to be about 1% below the actual net pricing we had for Jan – Mar. One big issue I have in trying to achieve that is the split mix within our Jan - Mar invoices:

(3"-12") - 62%  
 (14"-24") - 30%  
 (30"-48") - 8%.

That change from our historical split has to do with the decline in housing starts and the shift to more line and plant jobs, as well as some share gains on larger diameter jobs due to being more competitive on price. With that shift and the decrease in List Pricing for (14"-48"), I can't hit the -1% bogey unless I use a double digit net increase in pricing for the (3"-12") Stocking segment. I think given the current environment, any net change in the (3"-12") segment should be limited to 0% to +3% even if the net pricing on the (14"-48") segment is decreasing significantly. Remember, even at the new List Price levels the larger diameter items generate more profit per lb than the (3"-12") segment items.

As I see it we have 3 options:

1. Published multipliers for the new List Price such that the net effect on the (3"-12") segment compared to current Jan – Mar selling levels is zero or at the most +3%. That same multiplier against the new List Pricing on (14"-48") would result in an overall decrease of about 7% for (3"-48") compared to Jan – Mar invoice levels. The Jan – Mar invoice prices were mostly from jobs quoted in the 4<sup>th</sup> quarter. Looking at the current market, pricing is trending down especially in the NW and NE. If we want these new Published multipliers to stick, we probably need to be competitively looking ahead to where the market is going or at least the present environment rather than where it was in the 4<sup>th</sup> quarter.
2. Tier multipliers for (3"-12") and (14"-48") basically separating stock from non stock. One advantage that tiered multipliers have is that they provide an added degree of flexibility to address future competitive pricing. We can send a message on non stock items without having to take our entire product line down.
3. Delay everything about 2-weeks and redo the new List Price.....we'd have to decrease the List Pricing for the (3"-12") segment and increase the pricing for the (14"-24") and (30"-48") segments. Although this would help solve the -1% target issue, it would result in further separating the gross margins between (3"-12") and (14"-48") segments giving Sigma and Star more room to undercut Published multipliers and still have good selling margins for larger diameter jobs.

I would probably vote for a 2 tier multiplier system but I tend to like flexibility to react more than simplicity to manage. This would allow us to take separate Published multiplier actions as needed on Stock (3"-12") items and non Stock (14"-48") items. For example if Sigma is screwing up a certain market we could react by only lowering Published multipliers for (14"-48") where their share is stronger and therefore they'd feel more of a \$ hit than we would. Using a 2 tier multiplier systems I was able to get the net change for the (3"-12") segment to be +2% with the overall (3"-48") coming in @ -4%. That -4% is probably a better reference of what the forward pricing will look like based upon current quote levels.

In a separate e-mail you'll also see why most likely we'll need a tiered multiplier system for the Domestic Only business

## Richard (Rick) Tatman

VP&GM Tyler/Union  
 McWane Waterworks Fittings Division  
 (903) 882-2440  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)

Multiplier Change Analysis.xlsm

UNSUPPORTED OR EXCLUDED FILE TYPE

Last Revision 4/9/09 3:30pm

Note these numbers have to be manually inserted...they are not linked to the analysis tab

State	Region	New (3"-12") Blended Multipliers with LP 5091	New (14"- 48") Blended Multipliers with LP 5091	New (3"- 12") Domestic Multipliers with LP 5091	New (14"- 24") Domestic Multipliers with LP 5091	New (30"- 48") Domestic Multipliers with LP 5091
AZ	1	0.280	0.310	0.430	0.500	Call for Price
CA	1	0.280	0.310	0.430	0.500	Call for Price
NV	1	0.280	0.310	0.460	0.540	Call for Price
ID	2	0.320	0.350	0.460	0.540	Call for Price
MT	2	0.320	0.350	0.460	0.540	Call for Price
OR	2	0.320	0.350	0.460	0.540	Call for Price
WA	2	0.320	0.350	0.460	0.540	Call for Price
UT	3	0.440	0.470	0.460	0.540	Call for Price
AR	4	0.270	0.300	0.430	0.500	Call for Price
CO	4	0.270	0.300	0.430	0.500	Call for Price
IA	4	0.270	0.300	0.430	0.500	Call for Price
IL	4	0.270	0.300	0.430	0.500	Call for Price
KS	4	0.270	0.300	0.430	0.500	Call for Price
LA	4	0.270	0.300	0.430	0.500	Call for Price
MN	4	0.270	0.300	0.430	0.500	Call for Price
MO	4	0.270	0.300	0.430	0.500	Call for Price
MS	4	0.270	0.300	0.430	0.500	Call for Price
ND	4	0.270	0.300	0.430	0.500	Call for Price
NE	4	0.270	0.300	0.430	0.500	Call for Price
NM	4	0.270	0.300	0.430	0.500	Call for Price
OK	4	0.270	0.300	0.430	0.500	Call for Price
SD	4	0.270	0.300	0.430	0.500	Call for Price
TX	4	0.270	0.300	0.430	0.500	Call for Price
WI	4	0.270	0.300	0.430	0.500	Call for Price
WY	4	0.270	0.300	0.430	0.500	Call for Price
IN	5	0.260	0.290	0.430	0.500	Call for Price
KY	5	0.260	0.290	0.430	0.500	Call for Price
MI	5	0.260	0.290	0.430	0.500	Call for Price
OH	5	0.260	0.290	0.430	0.500	Call for Price
TN	5	0.260	0.290	0.430	0.500	Call for Price
WV	5	0.260	0.290	0.430	0.500	Call for Price
PA	6	0.380	0.410	0.430	0.500	Call for Price
CT	7	0.280	0.310	0.430	0.500	Call for Price
DC	7	0.280	0.310	0.430	0.500	Call for Price
DE	7	0.280	0.310	0.430	0.500	Call for Price
MA	7	0.280	0.310	0.430	0.500	Call for Price
MD	7	0.280	0.310	0.430	0.500	Call for Price
NH	7	0.280	0.310	0.430	0.500	Call for Price
NJ	7	0.280	0.310	0.430	0.500	Call for Price
NY	7	0.280	0.310	0.430	0.500	Call for Price
RI	7	0.280	0.310	0.430	0.500	Call for Price
AL	8	0.240	0.270	0.430	0.500	Call for Price
FL	8	0.240	0.270	0.430	0.500	Call for Price
GA	8	0.240	0.270	0.430	0.500	Call for Price
NC	8	0.240	0.270	0.430	0.500	Call for Price
PR	8	0.240	0.270	0.430	0.500	Call for Price
SC	8	0.240	0.270	0.430	0.500	Call for Price
VA	8	0.240	0.270	0.430	0.500	Call for Price
HI	9	0.340	0.370	0.430	0.500	Call for Price
AK	10	0.360	0.390	0.460	0.540	Call for Price

State	Region	(3"-12") New	(14"-48")	Prior	(3"-12")	(3"-12") Invoice	(3"-12")
		Published	New Published		Net Change in	Amount @ LP	
		Multiplier with	Multiplier with	Published	Published List	5072 & Actual	@ LP 5072
		LP 5091	LP 5091	Multiplier	& Multipliers	Selling Multipliers	Invoice
AZ	1	0.280	0.310	0.33	-9.1%	\$105,648	\$336,137
CA	1	0.280	0.310	0.33	-9.4%	\$776,743	\$2,438,279
NV	1	0.280	0.310	0.33	-9.1%	\$28,856	\$102,030
ID	2	0.320	0.350	0.42	-18.4%	\$73,056	\$189,686
MT	2	0.320	0.350	0.42	-18.4%	\$13,277	\$31,612
OR	2	0.340	0.370	0.42	-13.3%	\$109,896	\$284,320
WA	2	0.320	0.350	0.42	-18.4%	\$226,652	\$561,416
UT	3	0.440	0.470	0.48	-1.8%	\$192,082	\$409,178
AR	4	0.270	0.300	0.33	-12.4%	\$86,598	\$292,053
CO	4	0.270	0.300	0.33	-12.4%	\$198,522	\$653,968
IA	4	0.270	0.300	0.30	-3.6%	\$70,087	\$283,275
IL	4	0.270	0.300	0.31	-6.7%	\$171,903	\$581,825
KS	4	0.270	0.300	0.30	-3.6%	\$134,453	\$512,060
LA	4	0.270	0.300	0.30	-3.6%	\$135,674	\$464,614
MN	4	0.270	0.300	0.32	-9.6%	\$55,779	\$203,526
MO	4	0.270	0.300	0.30	-3.6%	\$234,700	\$846,081
MS	4	0.270	0.300	0.30	-3.3%	\$78,638	\$330,865
ND	4	0.270	0.300	0.32	-9.6%	\$11,117	\$39,707
NE	4	0.270	0.300	0.30	-3.6%	\$14,267	\$53,789
NM	4	0.270	0.300	0.33	-12.4%	\$94,869	\$326,762
OK	4	0.270	0.300	0.30	-3.6%	\$136,328	\$511,292
SD	4	0.270	0.300	0.32	-9.6%	\$44,588	\$147,632
TX	4	0.270	0.300	0.30	-3.6%	\$1,173,122	\$4,115,688
WI	4	0.270	0.300	0.32	-9.6%	\$38,093	\$119,320
WY	4	0.270	0.300	0.33	-12.4%	\$498	\$1,348
IN	5	0.260	0.290	0.28	-0.6%	\$120,343	\$463,764
KY	5	0.260	0.290	0.28	-0.6%	\$100,881	\$404,333
MI	5	0.260	0.290	0.33	-15.6%	\$892	\$3,186
OH	5	0.260	0.290	0.28	-0.6%	\$150,271	\$663,483
TN	5	0.260	0.290	0.28	-0.6%	\$244,425	\$942,832
WV	5	0.260	0.290	0.28	-0.6%	\$30,845	\$117,940
PA	6	0.380	0.410	0.38	6.8%	\$13,262	\$35,321
CT	7	0.280	0.310	0.33	-9.1%	\$1,903	\$5,767
DC	7	0.280	0.310	0.33	-9.1%	\$521	\$1,864
DE	7	0.280	0.310	0.33	-9.1%	\$21,159	\$75,848
MA	7	0.280	0.310	0.33	-9.1%	\$5,614	\$18,792
MD	7	0.280	0.310	0.33	-9.1%	\$134,302	\$531,925
NH	7	0.280	0.310	0.33	-9.1%	\$2,690	\$8,605
NJ	7	0.280	0.310	0.33	-8.3%	\$6,930	\$21,041
NY	7	0.280	0.310	0.33	-9.1%	\$46,429	\$174,880
RI	7	0.280	0.310	0.33	-9.1%	\$4,920	\$16,716
AL	8	0.240	0.270	0.28	-8.2%	\$317,108	\$1,243,895
FL	8	0.240	0.270	0.28	-8.2%	\$901,309	\$3,620,976
GA	8	0.240	0.270	0.28	-8.2%	\$262,395	\$1,059,007
NC	8	0.240	0.270	0.28	-8.2%	\$220,723	\$906,403
PR	8	0.240	0.270	0.28	-8.2%	\$22,003	\$96,502
SC	8	0.240	0.270	0.28	-8.2%	\$116,836	\$480,665
VA	8	0.240	0.270	0.28	-9.2%	\$201,615	\$784,536
HI	9	0.340	0.370	0.36	1.2%	\$38,679	\$107,581
AK	10	0.360	0.390	0.42	-8.2%	\$253	\$604
						<u>\$253</u>	<u>\$604</u>
						7,171,754	
						Change	

State	(3"-12") Average			(14"-24")		
	Change LP 5091 to LP 5072	(3"-12") Invoice @ LP 5091 & New Published Multipliers	(3"-12") Net Change	Invoice Amount @ LP 5072 & Actual Selling Multipliers	(14"-24") Invoice @ LP 5091 & New Published Multipliers	(14"-24") Net Change
AZ	7%	\$100,801	\$0	\$48,761	\$41,482	\$0
CA	7%	\$731,191	-5.9%	\$161,703	\$141,764	-12.3%
NV	7%	\$30,597	6.0%	\$76,813	\$69,183	-9.9%
ID	7%	\$65,009	-11.0%	\$26,821	\$23,407	-12.7%
MT	7%	\$10,834	-18.4%	\$504	\$345	-31.6%
OR	7%	\$103,532	-5.8%	\$77,670	\$59,986	-22.8%
WA	7%	\$192,408	-15.1%	\$43,110	\$29,459	-31.7%
UT	7%	\$192,821	0.4%	\$106,264	\$86,623	-18.5%
AR	7%	\$84,453	-2.5%	\$19,002	\$16,512	-13.1%
CO	7%	\$189,108	-4.7%	\$225,184	\$186,416	-17.2%
IA	7%	\$81,915	16.9%	\$111,669	\$114,544	2.6%
IL	7%	\$168,246	-2.1%	\$58,896	\$49,961	-15.2%
KS	7%	\$148,072	10.1%	\$28,335	\$26,649	-6.0%
LA	7%	\$134,352	-1.0%	\$75,413	\$65,690	-12.9%
MN	7%	\$58,854	5.5%	\$25,990	\$22,801	-12.3%
MO	7%	\$244,661	4.2%	\$27,022	\$25,190	-6.8%
MS	7%	\$95,676	21.7%	\$22,513	\$23,156	2.9%
ND	7%	\$11,482	3.3%	\$2,584	\$2,271	-12.1%
NE	7%	\$15,554	9.0%	\$13,735	\$12,552	-8.6%
NM	7%	\$94,490	-0.4%	\$14,060	\$10,602	-24.6%
OK	7%	\$147,850	8.5%	\$88,269	\$86,132	-2.4%
SD	7%	\$42,691	-4.3%	\$10,116	\$8,772	-13.3%
TX	7%	\$1,190,133	1.5%	\$427,815	\$382,881	-10.5%
WI	7%	\$34,504	-9.4%	\$5,927	\$5,129	-13.5%
WY	7%	\$390	-21.7%	\$1,059	\$931	-12.1%
IN	7%	\$129,140	7.3%	\$38,245	\$37,416	-2.2%
KY	7%	\$112,591	11.6%	\$43,918	\$44,471	1.3%
MI	7%	\$887	-0.5%	\$53,914	\$49,311	-8.5%
OH	7%	\$184,753	22.9%	\$51,113	\$52,869	3.4%
TN	7%	\$262,541	7.4%	\$43,947	\$41,098	-6.5%
WV	7%	\$32,842	6.5%	\$4,022	\$3,753	-6.7%
PA	7%	\$14,375	8.4%	\$11,136	\$9,273	-16.7%
CT	7%	\$1,729	-9.1%	\$	\$0	#DIV/0!
DC	7%	\$559	7.3%	\$3,118	\$3,447	10.6%
DE	7%	\$22,745	7.5%	\$491	\$446	-9.1%
MA	7%	\$5,635	0.4%	\$6,168	\$4,752	-23.0%
MD	7%	\$159,514	18.8%	\$52,342	\$51,526	-1.6%
NH	7%	\$2,580	-4.1%	\$	\$0	#DIV/0!
NJ	7%	\$6,310	-8.9%	\$23,980	\$18,472	-23.0%
NY	7%	\$52,443	13.0%	\$	\$0	#DIV/0!
RI	7%	\$5,013	1.9%	\$	\$0	#DIV/0!
AL	7%	\$319,731	0.8%	\$242,513	\$218,362	-10.0%
FL	7%	\$930,736	3.3%	\$903,836	\$810,818	-10.3%
GA	7%	\$272,207	3.7%	\$52,401	\$45,896	-12.4%
NC	7%	\$232,982	5.6%	\$38,482	\$34,583	-10.1%
PR	7%	\$24,805	12.7%	\$21,836	\$21,418	-1.9%
SC	7%	\$123,550	5.7%	\$18,818	\$16,444	-12.6%
VA	7%	\$201,657	0.0%	\$108,940	\$96,514	-11.4%
HI	7%	\$39,175	1.3%	\$7,678	\$6,472	-15.7%
AK	7%	\$233	-8.0%	\$0	\$0	#DIV/0!
		<u>\$7,308,358</u>		<u>\$3,426,133</u>	<u>\$3,059,777</u>	
	<b>Change</b>	<b>1.9%</b>		<b>Change</b>	<b>-11%</b>	

State	(30"-48") Invoice Amount (30"-48") Invoice			(3"-48") Invoice Amount (3"-24") Invoice @ LP		Net Change
	@ LP 5072 & Actual Selling	@ LP 5091 & New Published	(30"-48") Net Change	@ LP 5072 & Actual Selling	5091 & New Published	
AZ	\$65,291	\$53,604	\$0	\$219,700	\$195,887	-10.8%
CA	\$12,288	\$7,734	-37.1%	\$950,734	\$880,689	-7.4%
NV	\$	\$0	#DIV/0!	\$105,669	\$99,780	-5.6%
ID		\$0	#DIV/0!	\$99,877	\$88,417	-11.5%
MT	\$	\$0	#DIV/0!	\$13,781	\$11,179	-18.9%
OR	\$59,388	\$35,053	-41.0%	\$246,954	\$198,571	-19.6%
WA	\$	\$0	#DIV/0!	\$269,762	\$221,867	-17.8%
UT	\$	\$0	#DIV/0!	\$298,346	\$279,444	-6.3%
AR	\$63,525	\$57,507	-9.5%	\$169,125	\$158,473	-6.3%
CO	\$57,247	\$37,861	-33.9%	\$480,953	\$413,384	-14.0%
IA	\$1,389	\$1,035	-25.5%	\$183,145	\$197,494	7.8%
IL	\$8,193	\$5,603	-31.6%	\$238,992	\$223,811	-6.4%
KS	\$14,556	\$11,561	-20.6%	\$177,344	\$186,282	5.0%
LA	\$30,368	\$25,570	-15.8%	\$241,455	\$225,613	-6.6%
MN	\$22,905	\$18,384	-19.7%	\$104,674	\$100,039	-4.4%
MO	\$24,927	\$21,424	-14.1%	\$286,649	\$291,275	1.6%
MS	\$	\$0	#DIV/0!	\$101,151	\$118,832	17.5%
ND	\$	\$0	#DIV/0!	\$13,701	\$13,753	0.4%
NE	\$	\$0	#DIV/0!	\$28,002	\$28,107	0.4%
NM	\$	\$0	#DIV/0!	\$108,929	\$105,092	-3.5%
OK	\$1,441	\$1,260	-12.6%	\$226,038	\$235,242	4.1%
SD	\$	\$0	#DIV/0!	\$54,704	\$51,463	-5.9%
TX	\$44,089	\$33,967	-23.0%	\$1,645,026	\$1,606,981	-2.3%
WI	\$3,294	\$2,069	-37.2%	\$47,314	\$41,702	-11.9%
WY	0	\$0	#DIV/0!	\$1,557	\$1,320	-15.2%
IN	\$9,199	\$6,981	-24.1%	\$167,787	\$173,537	3.4%
KY	\$1,287	\$1,000	-22.3%	\$146,086	\$158,062	8.2%
MI	\$4,930	\$4,354	-11.7%	\$59,736	\$54,553	-8.7%
OH	\$26,595	\$21,022	-21.0%	\$227,979	\$258,645	13.5%
TN	\$8,243	\$6,407	-22.3%	\$296,615	\$310,045	4.5%
WV	\$	\$0	#DIV/0!	\$34,867	\$36,595	5.0%
PA	\$4,442	\$3,051	-31.3%	\$28,840	\$26,698	-7.4%
CT	\$	\$0	#DIV/0!	\$1,903	\$1,729	-9.1%
DC	\$891	\$662	-25.8%	\$4,530	\$4,667	3.0%
DE	\$	\$0	#DIV/0!	\$21,650	\$23,192	7.1%
MA	\$	\$0	#DIV/0!	\$11,782	\$10,387	-11.8%
MD	\$32,415	\$26,930	-16.9%	\$219,059	\$237,970	8.6%
NH	\$	\$0	#DIV/0!	\$2,690	\$2,580	-4.1%
NJ	\$3,939	\$2,480	-37.0%	\$34,849	\$27,262	-21.8%
NY	\$	\$0	#DIV/0!	\$46,429	\$52,443	13.0%
RI	\$	\$0	#DIV/0!	\$4,920	\$5,013	1.9%
AL	\$301,029	\$251,202	-16.6%	\$860,650	\$789,294	-8.3%
FL	\$181,810	\$141,962	-21.9%	\$1,986,955	\$1,883,515	-5.2%
GA	\$1,287	\$931	-27.6%	\$316,083	\$319,034	0.9%
NC	\$28,047	\$21,934	-21.8%	\$287,252	\$289,499	0.8%
PR	\$4,944	\$3,727	-24.6%	\$48,783	\$49,950	2.4%
SC	\$34,494	\$29,034	-15.8%	\$170,148	\$169,028	-0.7%
VA	\$64,685	\$50,849	-21.4%	\$375,240	\$349,020	-7.0%
HI	\$3,334	\$2,296	-31.1%	\$49,691	\$47,942	-3.5%
AK	0	\$0	#DIV/0!	\$253	\$233	-8.0%
	\$1,042,893	\$887,455		\$11,718,359	\$11,255,590	
	Change	-15%		Total Change	-3.9%	

No virus found in this incoming message.

Checked by AVG.

Version: 7.5.557 / Virus Database: 270.11.53/2054 - Release Date: 4/11/2009 10:51 AM

**CX 0178**

**From:** G. Ruffner Page, Jr.  
**Sent:** Thursday, January 31, 2008 11:45 AM  
**To:** 'McCullough, Leon (McWane Executive Vice President)' <lmccullough@clowvalve.com>  
**Subject:** RE: Star following Tyler Maps

---

Beats a sharp stick in the eye.

-----Original Message-----

From: McCullough, Leon (McWane Executive Vice President) [<mailto:lmccullough@clowvalve.com>]  
Sent: Thursday, January 31, 2008 11:26 AM  
To: G. Ruffner Page, Jr.  
Subject: FW: Star following Tyler Maps

The first tentative baby steps are encouraging but the proof will be in "saying no" to customer requests for special pricing.

Leon

-----Original Message-----

From: Rick Tatman [<mailto:RTatman@TylerPipe.com>]  
Sent: Thursday, January 31, 2008 11:23 AM  
To: McCullough, Leon (McWane Executive Vice President); Walton, Thomas (McWane Sr. Vice President)  
Subject: Star following Tyler Maps

Per the e-mail chain below Star is following the Tyler Multiplier Maps also effective Feb 18th. Also note comment on NO UTILITY PROJECT PRICING NATION WIDE that was sent to HDS regional reps. The proof will be if they actually hold to what they say.

Note that Star has our actual Maps which isn't a bad thing.

We heard a similar announcement is out from Sigma but we've yet to receive a copy.

From: Bud Leider  
Sent: Wednesday, January 30, 2008 1:18 PM  
To: 'Rob.Hixon@HDSUPPLY.com'; 'don.taylor@hdsupply.com'  
Subject: FW: Tyler Map Import/Blended Multipliers

FYI,

Star is raising or matching all fitting numbers to match Tyler effective Feb 18th. Accessories will not always follow map in some markets where there are bolt only producers selling at lower numbers. NO UTILITY PROJECT PRICING NATION WIDE.

Bud Leider 281 794 1585

-----

From: Matt Minamycr

Sent: Tuesday, January 29, 2008 10:18 AM  
To: Bud Leider; Michael Berry; Neil McGillivray; Pete Lisowski; Ramon Prado; Shaun Smith  
Cc: Dan McCutcheon; Pam Garey  
Subject: FW: Tyler Map Import/Blended Multipliers

Make sure you notice that there are two maps. One for blended fittings and one for accessories.

-----  
From: Pete Lisowski  
Sent: Monday, January 28, 2008 7:37 PM  
To: Matt Minamyer  
Cc: Dan McCutcheon; Bud Leider; Shaun Smith; Ramon Prado; Michael Berry  
Subject: Tyler Map Import/Blended Multipliers

Peter L. Lisowski  
Northeast Division Manager  
cell: 713-416-4658  
office: 330-343-6953  
fax: 330-602-4632  
email: pctcl@starpipeproducts.com

No virus found in this incoming message.  
Checked by AVG Free Edition.  
Version: 7.5.516 / Virus Database: 269.19.17/1253 - Release Date: 1/31/2008  
9:09 AM

No virus found in this outgoing message.  
Checked by AVG Free Edition.  
Version: 7.5.516 / Virus Database: 269.19.17/1253 - Release Date: 1/31/2008  
9:09 AM

**CX 0179**

**Jennifer McDaniel**

---

**From:** Rick Tatman [RTatman@TylerPipe.com]  
**Sent:** Thursday, February 07, 2008 6:03 PM  
**To:** McCullough, Leon (McWane Executive Vice President); Walton, Thomas (McWane Sr. Vice President)  
**Subject:** Restarting Activity on a Fittings Trade association

FYI.....

Larry called today to confirm that Sigma has interest in participating in a trade association for Fittings. He also communicated that Star would consider participating also.

He suggested that I contact Tom Brakefield.....see messages below.

I'm going to touch base with Proctor in regards to the Do's and Don't of having these discussions and will plan to move forward with making this a reality.

If you have any concerns or want direct involvement in the process please let me know.

*Richard (Rick) Tatman*

VP & GM Tyler/Union  
 McWane Waterworks Fittings Division  
 (903) 882-2440

---

**From:** TB2 (Tom Brakefield - ALX) [mailto:tb2@sigmaco.com]  
**Sent:** Thursday, February 07, 2008 5:21 PM  
**To:** Rick Tatman  
**Cc:** VP (Victor Pais - CRM); LRyb446150@aol.com; Long, Thad G.  
**Subject:** RE: DIFRA

ric

thx for the e-mail and the suggestions for the restart of DIFRA..

please note i have copied tad long of Bradley arant as he and mike mckibben have help establish the association and would need to be there..

I would suggest that tad, who has all the addresses of the companies originally involved, get in touch with the people representing these companies to see which of your suggestion will work..

I can make any of the dates work and the location also....

thx again for these suggestions as Sigma believes this is needed to make a better industry..

tom brakefield  
 205-706-0886

---

**From:** Rick Tatman [mailto:RTatman@TylerPipe.com]  
**Sent:** Thursday, February 07, 2008 11:47 AM  
**To:** TB2 (Tom Brakefield - ALX)  
**Subject:** DIFRA

Tom,

It appears there is renewed interest in making another attempt to form an industry association for Fittings similar to DIPRA or CISPI.

When you're available, I'd like to get your inputs on what the potential next steps should be.

If a face to face meeting with perspective members would be constructive, I've got the following dates open in my schedule.

- Feb 18<sup>th</sup> – 20<sup>th</sup>
- March 18<sup>th</sup> – 21<sup>st</sup>
- March 24<sup>th</sup> – 27<sup>th</sup>

Location is open, but Birmingham, Houston, Dallas or Atlanta would probably be viable options.

One other potential option is during WASDA. My schedule during the event is hit & miss, but I know on the 28<sup>th</sup> I'm open after 10:00am

Of course we'll need to make sure we have the appropriate legal representation available for any discussion.

*Richard (Rick) Tatman*

VP & GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-2440

No virus found in this incoming message.

Checked by AVG Free Edition.

Version: 7.5.516 / Virus Database: 269.19.21/1263 - Release Date: 2/6/2008 8:14 PM

No virus found in this outgoing message.

Checked by AVG Free Edition.

Version: 7.5.516 / Virus Database: 269.19.21/1263 - Release Date: 2/6/2008 8:14 PM

**CX 0225**

**From:** VP (Victor Pais-CRM)  
**Sent:** Friday, June 05, 2009 05:28:13 PM  
**To:** OEM5  
**Cc:** GR1 (Gopi Ramanathan-CRM); SB2 (Stuart Box - CRM)  
**Subject:** VP to OEM5 : McWane's Agreement to Sell Sigma Domestic Product  
**Attachments:** Sigma - Domestic Product Agreement 6 4 2009.pdf

Attn : 'SDP' team

The attached is McWane's offer to sell us BA product. It's little more than a patronizing accommodation, to facilitate us access to the BA product, at best. But, it doesn't allow any GM if we are to sell at the same price as their Multipliers for the BA.

Given the rising use of the BA spec for the ARRA, SRF and WTF ( Water Trust fund) etc, it's time we seriously went ahead with our SDP plans. I can definitely try to increase the GMs -- but, it won't be any more than 10% at best. Unfortunately, these decisions seem to have been left to Rick Tatman, who is highly clinical, GE-style and sees NO strategic value in a closer relationship with SIGMA.

Let's re-group and get serious to develop a thorough and detailed "SDP" plan -- production choices, processes, machining/processing, range, time line etc...

Regards,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

---

**From:** Rick Tatman [mailto:rtatman@tylerunion.com]

**Sent:** Friday, June 05, 2009 12:44 PM

**To:** MR1 (Mitchell Rona-CRM)

**Subject:** Agreement to Sell Sigma Domestic Product

Mitchell,

Hopefully you arrived safe and sound without too much of jet lag.

As I assume you are still staying somewhat connected to work, attached is a letter regarding a broader agreement to sell Sigma Domestic product beyond the prior ACIPCO arrangement.

We'll talk when you get back.

*Richard (Rick) Tatman*

VP&GM Tyler/Union

McWane Waterworks Fittings Division

(903) 882-2440

SIG - 0001557  
Confidential  
FOIA Exempt

CX 0225-001

[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)

SIG - 0001558  
Confidential  
FOIA Exempt

CX 0225-002



Mitchell Rona  
 Sigma Corporation  
 700 Goldman Drive  
 Cream Ridge, NJ 08514

June 4, 2009

Mitchell,

Thank you for your request to purchase fittings and accessories manufactured by our domestic manufacturing facilities. We have considered your request solely in light of its potential impact on our own distribution and marketing considerations, and are pleased to inform you that we will be able to sell you domestic fittings and accessories, but subject to certain conditions.

1. All products will be branded with our trademarked Tyler/Union name.
2. Pricing to Sigma will be a 5% discount off our lowest national published multipliers against our List Price, LP5091, as follows:

<u>Item</u>	<u>Multiplier</u>
3"-12" Fittings	0.41
14"- 24" Fittings	0.50
> 24" Fittings	0.61
Accessories	0.41
Tapping Sleeves	0.54

3. Payment terms are net 30 days with no discount allowed.
4. 10,000 pound minimum order requirement with all orders for immediate release.
5. Prices include freight for shipments equal to or greater than 40,000 pounds. Shipments less than 40,000 pounds will be FOB Anniston, AL.
6. All sales are subject to Tyler/Union's standard terms and conditions of sale and any terms stated on Tyler/Union's invoices or order acknowledgments.
7. This is a non-exclusive buy-sell arrangement, and Tyler/Union reserves the right to sell to any other customer at any time in its sole discretion.
8. This offer and the pricing stated above shall be valid for six months unless extended by written mutual agreement of both parties. Tyler/Union reserves the right to terminate sales to Sigma at any time with 30 days written notice.
9. This letter and the terms incorporated expressly by reference contain the entire agreement between the parties, and may only be amended by a writing signed by authorized representatives of both parties. There are no other agreements, understandings, or terms that are not reflected herein.

Sincerely,

*Richard Tatman*

Richard (Rick) Tatman  
 VP&GM Tyler/Union  
 McWane Waterworks Fittings Division

SIG - 0001559  
 Confidential  
 FOIA Exempt

CX 0225-003

**CX 0231**

**From:** SB1 (Siddharth Bhattacharji-CRM)  
**Sent:** Tuesday, June 16, 2009 11:31:11 PM  
**To:** SB2 (Stuart Box - CRM)  
**Cc:** VP (Victor Pais-CRM); LR (Larry Rybacki); TB2 (Tom Brakefield-ALX); MR1 (Mitchell Rona-CRM); GR1 (Gopi Ramanathan-CRM)  
**Subject:** sb1 to sb2: development plans for SDP

ATT: SB2            6/16/09

We had expected the show to be slow, and the floor traffic was below par. Most of the larger players were there though some had scaled down the exhibits. AWWA organizers had done a great job in widening the aisles and make the hall look "fuller" with the existing display booths.

The meet was very good in terms of getting feedback from our customers on the impact of the ARRA and how they view the Buy America gaining any traction. Most felt that the sentiment in favor of domestic production is growing and though the BA restrictions may eventually be struck down, there could be domestic only specs that could stay on longer. The prudent plan is to investigate each range of our needs:

AA. DM and DFF in 3 thru 12 – Machine molding. See compatibility with DM ptrns in MTF with selected domestic fdy. As a back-up, cost the total MJ tooling i.e. patterns, matchplate, mounting, core boxes from India/USA. It seems that MTF will need the use of their DFF ptrns and we will need to develop our own. Cost the DFF tooling i.e. patterns, matchplate, mounting, core boxes from India/USA. Will it be cheaper to have the production patterns made in Mexico using master patterns at MTF?

BB. DM and DFF in 14 thru 24 – We could do these in RS or in a bigger GS molding line. Can patterns designed for matchplate mounting for molding line be used on RS line? Once the domestic foundries are identified, make decision on type of patterns. If MTF patterns are available for DM, check feasibility and cost of adapting them. Double the cost since we will have to bear the cost that MTF will expense when they are re-adopting back into their production line. For DFF, we will need to develop our own for the same reason as in (AA). Same questions as in (AA).

CC. DM and DFF in 30 thru 48 – This needs some serious thought outside the LF plan in case the LF plan does not work out. Look at the technology used by MTF, can we find any domestic foundry where the modular patterns can be used? Since these patterns will be produced with RS, wooden patterns are OK. We need to cost the tooling for large size DM and DFF tooling for RS molding. Since these will be in wood, we should seek costing in USA, Korea and India since quality of good hardwood needed for patterns is not easily available in India. Meanwhile, where will we get estimates of preparing the molds for LF? We should use shops that have experience with this sort of molds – i.e. China or Korea. India will not be suitable for these LF molds.

We heard at the AWWA show that Star has will offer a line of domestic fittings and restraints from Sept and August respectively. There were also assertions from some Star people that they have 11 foundries working on their plan. This is a large number of foundries to involve in a production that could be a couple of thousand tons. We are curious how so much activity can be under the radar and none of the

foundries you spoke to has mentioned this flurry of activity. Either Star is vastly exaggerating their efforts, or they have cast a wider net than we have in locating foundries outside the well known ones. That seems difficult to conjure given the state of the foundry industry in USA. However, it will be a good idea to methodically go through a list of DI foundries and contact each of them to see if they can make for us and also dig a little deeper to find out Star's plans. The foundry industry is small and people talk. We can get an exhaustive list of foundries from ASF and from again reaching out to others who can help like Ron Douglass and your friends in the industry.

Further to the 3 categories listed above, I spoke to Stephen Gables and urged him to seek a national waiver for all their proprietary systems. Though the EPA rules do not permit manufacturers applying for waivers, this hurdle can be easily breached, through the use of a helpful municipality. He agreed to get a waiver for TR Flex and TrimTyton products since there is no domestic producers for these. If USP can help us get the Trim Tyton waiver, we can then concentrate on the DM and DFF range development and still supply the TrimTyton from China and India.

VP said he favored the immediate development of our capability in the (CC) range since most of the ARRA / SRF jobs will have a larger proportion of these fittings. This means we have to ratchet up our evaluation program for LF and RS and be in a position to make some investment decision in equipment and tooling by July end. I feel we will need a good range of domestic, otherwise we will fall hostage when the distributor says he cannot give just the large size because McW wants all or nothing. That means we must concurrently process our evaluations of (AA) and (BB) too.

Lot of work, and we must reduce and re-distribute this load through our ENGG team. Let us discuss on the phone between GR1, you and me.

Rgds/  
Siddharth Bhattacharji  
**SIGMA Corporation**  
700 Goldman Drive  
Cream Ridge, NJ 08550

Ph: 609-758-0800 Fax: 609-758-1163 E Mail: sb1@sigmaco.com

**CX 0241**

**From:** GF1 (Greg Fox-ALX)  
**Sent:** Monday, July 13, 2009 04:35:00 PM  
**To:** VP (Victor Pais-CRM); AR1 (Al Richardson-HTN); SB1 (Siddharth Bhattacharji-CRM); TB2 (Tom Brakefield-ALX); SB2 (Stuart Box - CRM); ENGG  
**Cc:** RM6; Larry Rybacki; JMG (Jim McGivern)  
**Subject:** RE: VP to AR : ARRA COMPLIANCE /SDP update

Victor -

We don't have much information as to Star's pricing on domestic products. However, we do know the following:

- 1) Star's field salesmen (at least some) have a sample of their domestically-produced Wedge Restraint. They are actively showing this product to distribution. They are telling customers that availability is the fall.
- 2) Star solicited "pre orders" about 3 or 4 weeks ago for domestic fittings from their customer base. They indicated range was not complete yet; however, many "A" items were to be available in the near future. Based on "pre-orders", pattern priorities would be determined.

Greg

---

**From:** VP (Victor Pais-CRM)  
**Sent:** Monday, July 13, 2009 3:07 PM  
**To:** AR1 (Al Richardson-HTN); SB1 (Siddharth Bhattacharji-CRM); TB2 (Tom Brakefield-ALX); SB2 (Stuart Box - CRM); ENGG  
**Cc:** RM6; Larry Rybacki; JMG (Jim McGivern)  
**Subject:** VP to AR : ARRA COMPLIANCE /SDP update

Al and others,

We are intensely pursuing our SDP plans for both FTGs and PRP. But, it's a lot of work and Capex\$ too! In fact, we plan to present a brief outline during our BOD meeting 7/15. We don't have the final outline even at a prelim level -- as our SDP-M3 team (GR + SB2 + MR1) have been hard at it putting together a feasibility/Capex/PCM data and I expect we will be ready with it by 7/20.

I plan to share some update thru Vms shortly.

Meanwhile, we have also resumed our 'negotiation' with Tyler at different levels. After throwing a somewhat naïve/condescending 'buy sell' offer and assuring us that 'door is still open...', they seem to be serious about a sincere and sensible 'buy sell' which will leave sufficient GM for us. MR1 has prepared a counter offer draft which we are reviewing. Apart from tough feedback from LR and me, I suspect their current assessment that Star and hence SIGMA may indeed succeed with domestic production, after all, may be prompting them to relent and work with us.

At the right price and terms, that would make sense to us as otherwise we will be staring at a hefty Capex\$ and uncertain

The gestation time for the SDP project!

The FTG range with its myriad line items is very cumbersome for the SDP plans. PRP would be much more manageable though expensive.

Meanwhile, please do NOT publish this discussion with Tyler with any customers and with our SST too as there is nothing gained from it at this time.

On the other hand, what is the feedback from Star's camp? What are they promising? Are they actively quoting for Dom products? Have they secured any POs? we have NO information!

Regards,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

---

**From:** AR1 (Al Richardson-HTN)

**Sent:** Monday, July 13, 2009 3:41 PM

**To:** SB1 (Siddharth Bhattacharji-CRM); TB2 (Tom Brakefield-ALX); SB2 (Stuart Box - CRM); ENGG

**Cc:** RM6; Larry Rybacki; VP (Victor Pais-CRM)

**Subject:** FW: LAREDO JEFFERSON ST WTP ARRA COMPLIANCE REQUEST

**Importance:** High

Is there an update on our domestic progress?

Is there any more knowledge on helping customers with this request?

Thanks

Al Richardson

SW Regional Manager

Houston, TX

281-987-1200

800-999-0109

281-987-0200 Fax

---

**From:** PJ1 (Patricia Jones-HTN)  
**Sent:** Monday, July 13, 2009 2:20 PM  
**To:** AR1 (Al Richardson-HTN); JS1 (Jim Stohr-HTN); GM1 (Greg McAdams-HTN)  
**Subject:** FW: LAREDO JEFFERSON ST WTP ARRA COMPLIANCE REQUEST

Could one of you gentlemen address this issue with Rene @ Metro-Tex. Thanks,

Pat

-----Original Message-----

**From:** jaunda [mailto:jpayne@metrotexfab.com]  
**Sent:** Monday, July 13, 2009 2:21 PM  
**To:** undisclosed-recipients  
**Subject:** LAREDO JEFFERSON ST WTP ARRA COMPLIANCE REQUEST

Good Afternoon -

Please see the attached documents and confirm *in writing whether or not* you meet ARRA compliance.

We request you reply via email or fax prior to bid day.

Bid date remains 7-15-09.

Thank you,  
Jaunda Payne

Metro-Tex Fabricators, Inc.  
5107 Brookglen Dr.  
Houston, TX 77017  
Ph: 713.473.3900  
Fx: 713.473.1597  
[www.metrotexfab.com](http://www.metrotexfab.com)

**Please consider the environment when printing this email.**

**CX 0243**

**From:** MR1 (Mitchell Rona-CRM)  
**Sent:** Tuesday, July 14, 2009 10:57:13 PM  
**To:** 'twalton@mh-valve.com'  
**Cc:** rtatman@tylerunion.com  
**Subject:** Mitchell to Thomas Re: Sigma Proposal to McWane for Domestic Fittings  
**Attachments:** McWane-Sigma-07-13-09.doc

Thomas,

I appreciate the conversation from last week.

As promised please find a simple but straight forward proposal from Sigma for master distribution of your domestic fittings.

I hope McWane will find this offer favorable and respond with further discussions about how we can move this forward.

I look forward to your reply.

Thanks,

Mitchell

**Master Distributor Agreement for AWWA domestic pipe fittings**

***This agreement would be between McWane Inc (Tyler Union unit) of Birmingham, AL and Sigma Corporation of Cream Ridge, NJ.***

Sigma would have access to Tyler, Union, and Clow branded domestically produced fittings for a minimum of 3 years beginning August 1<sup>st</sup> 2009. McWane is required to provide Sigma with 6 months notice if they desire to terminate the agreement with Sigma at the end of the 3 year period. If the agreement remains in effect beyond the 3 year period, McWane should still be required to provide Sigma Corporation with six months prior notice if they chose to terminate the agreement.

Sigma in turn will not seek any other sources either directly or through 3<sup>rd</sup> party for the production or distribution of domestic fittings with the following exceptions -- Sigma shall have the right to produce or purchase fittings which are outside the McWane domestic range or which cannot be provided by McWane within a reasonable and customary time frame. Sigma defines reasonable and customary as 6 weeks from placement of firm order or written inquiry. If McWane accepts an order from Sigma and fails to provide the product within 8 weeks from P.O. date, Sigma has the right to procure those items from another supplier and McWane would be responsible for the cost difference.

At the same time, Sigma proposes to supply McWane a similar master distributor agreement for 30" and large C110 MJ, C110 Flanged, and C153 MJ fittings from our domestic production, using efficient and modern processes, once it commences. We would offer the same terms and conditions that we have requested from McWane. If this opportunity is of interest to McWane it can be discussed in further details.

**Sigma requests McWane sell Sigma at the following multipliers off the current industry price list:**

X = .31 for 2" thru 12" (all bell types)

X = .35 for 14" thru 24" (all bell types)

X = .42 for 30" thru 48" (all bell types)

If the published industry multipliers change Sigma's above agreed multipliers would change to recapture the same multiplier point spread that would exist as a result of this agreement.

**Commercial Terms-**

Payment terms are 1% -10 net 30 days

Freight Terms are truckload freight allowed to all Sigma warehouse location as listed below:

- Cream Ridge, NJ      Rockingham, NC      Birmingham, AL      Alexander City, AL
- Houston, TX      Sauk Village, IL      Ontario, CA      Seattle, WA
- Orlando, FL

**CX 0271**

**From:** JMG (Jim McGivern)  
**Sent:** Wednesday, September 09, 2009 01:08:16 PM  
**To:** VP (Victor Pais-CRM); SB1 (Siddharth Bhattacharji-CRM); MR1 (Mitchell Rona-CRM); Larry Rybacki  
**Subject:** MDA

Guys

Joe just called me. He managed to track down Procter who is on the road. Joe took him through our changes. Procter was on listen mode and said he did not want to respond on all issues. On a couple of our points he said he needs to go back to anti-trust counsel to see if they are ok eg our request that Mcwane will be following the same rules on pricing and customers that they are imposing on us. The one issue he flatly rejected was the indemnity request. He said there is no way McWane will indemnify us for anything and it is not negotiable. Joe is now sending him our marked up document and Procter said he will get back on the legal points asap. He wants to also brief the McWane legal people and then there is expected to be a call or a meeting between the business people to finalise the agreement. Joe will contact us when he hears back from Procter.

Regards

Jim

**CX 0271-001**

**CX 0282**

**From:** SB2 (Stuart Box - CRM)[/O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=SB2]  
**Sent:** Monday, September 21, 2009 11:58:53 PM  
**To:** MR1 (Mitchell Rona-CRM)  
**Cc:** SB2 (Stuart Box - CRM)  
**Subject:** FW: VP to SB2 : Final LF casting poured and cleaned at EF this week  
**Attachments:** SIGMA SDP Fittings LF trails.pptx

Mitchell,

Per our conversation I have finished my LF presentation.

Questions;

1. Do we make the (4) GXMB 3645 left at MFT?
2. Do we proceed with LF regular production?

You do what you want to with this, but I want the M team to know, at the right time, what we did and how close we are even if we do not go forward .

Stuart

---

**From:** SB2 (Stuart Box - CRM)  
**Sent:** Sunday, September 20, 2009 3:41 PM  
**To:** VP (Victor Pais-CRM); SDP  
**Cc:** Larry Rybackj; JMG (Jim McGivern)  
**Subject:** RE: VP to SB2 : Final LF casting poured and cleaned at EF this week

Victor,

Below please find the estimated cost of Domestic Large (30 48)LF castings (\$1.76/lb). The estimate is based on using XPF foam, Sigma domestic assembly of foam patterns on EF property, EF casting, and MFT finishing. As you can see the significant costs are built up at EF and MFT. Some of this cost is a result of XPF foam needing machining both FLG and MJ. There would be no capital cost for tooling, but we would have to spend some money at EF before we could actually go into regular production.

If you will recall, we sat at the Durry Inn snack area on one of your trips to Birmingham and discussed this topic. I said I thought we could do MJ for about \$1.40 per lb. This was based on having as cast bells, bolt holes and finishing at M26. I still believe this cost is possible but not without the development of new tooling at XPF. I would not recommend that adventure until we see the long term need for domestic fittings.

I am working with MR1 on the economics so that we can come to a gross margin and will include that analysis along with a recap of the LF trials we have conducted. I will also lay out the equipment and cost of equipment needed for regular production at EF.

Please advise if you have any questions.

Regards,

Stuart

LF Regular Production Cost Estimate	Cost/lb
Foam Patterns (XPF) <i>(based on trial cost)</i>	\$0.07
Ocean Freight for Foam Patterns <i>(based on \$3200 &amp; 50000 lbs equivalent casting weight per container)</i>	\$0.07
Foam pattern Assembly <i>(based on trial assembly times=3 man hours/piece, \$30/man hour for weighted avg cast weight)</i>	\$0.07
Casting at EF <i>(based on current cost model at EF)</i>	\$1.00
Transportation to MFT <i>(est. based on MFT experience)</i>	\$0.06
Finishing by MFT <i>(based on current quote from MFT MJ and FLG)</i>	\$0.42
Transportation to Sigma <i>(based on MFT experience, could vary to CHI and CRM)</i>	\$0.07

**TOTAL \$1.76**

---

**From:** VP (Victor Pais-CRM)

**Sent:** Thursday, September 17, 2009 10:07 AM

**To:** SB2 (Stuart Box - CRM); SDP

**Cc:** Larry Rybacki; JMG (Jim McGivern)

**Subject:** VP to SB2 : Final LF casting poured and cleaned at EF this week

Stuart,

Again, great work and dedication!

At this point, can one of you update the costing for the L-range (30-48) using this LF process and MTF finishing costs?

Just like in the PRP, we need to glean the GMs to know where we stand in the economics front...

Regards,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

---

**From:** SB2 (Stuart Box - CRM)

**Sent:** Thursday, September 17, 2009 12:25 AM

**To:** SDP

**Subject:** stuart to team re; Final LF casting poured and cleaned at EF this week

Attn: All,

SIG - 0000826  
Confidential  
FOIA Exempt

CX 0282-002

I have used the last of the China foam this week. We have some USP foam left, but I believe we have gone as far we should until such time as we plan to move forward with this project. Please review the pictures attached of this last GDMB 4845 made with the XPF foams. We have solved the pouring issue that was troubling us. We still have sand filling and possibly compaction issues to resolve, but that will require some capital equipment. I have instructed EF to finish the grinding on this part and ship with the 4811 and (2) 3645's to MFT for machining and final coating and lining. MM is aware of this and is ready to do the work for us. I am working on a PPT presentation that will document our trials and also estimate capital equipment purchase and product costing using this domestic casting method. The PPT should be ready over the weekend. I hope we can make a final decision sometime soon, as I am trying to finalize my agenda for China next month. If we are going forward with LF fittings I need to spend several days at XPF.

Thank you all for the help and support up to this point. I do believe that our trials have proven that with a little imagination and know how large LF castings can be produced with very little fan fare. I am ready and willing to move this project to the actual manufacturing stage when given the opportunity.

Stuart

**THIS DOCUMENT IS  
PRODUCED IN NATIVE**



**SIGMA**  
**LARGE FITTING PRODUCTION**  
**DOMESTIC**  
**(SDP LF TRIALS)**

**History, Trials w/ costs,  
Commercial Analysis,  
Capital Expense, and  
Production Plan**



# SDP Fittings History

- January 2009
  - ARRA with BA requirements.
- February – May 2009,
  - Strategy and Planning for SDP (fittings and PRP)
  - SB2 suggests that Sigma produce a USA fitting for AWWA. MFT supplied a pattern and (2) DFB2445's were made for the show at Eureka Foundry (EF) located in Chattanooga TN.
  - SB2 suggests that LF would be an easy way to get into the intermediate and large domestic fitting manufacturing. Especially, if foam could be imported from XPF.
    1. SB2 comments on the LF process
      - a) Any RS foundry reclaim sand can be used for LF molding
      - b) Vacuum is not required
      - c) Sand compaction can be accomplished with a sledge hammer pounding on the flask
      - d) The Foam coating is the key ingredient for making good surface finish LF castings.
- Walter Florence endorses VP plan for moving forward with BA/DA



## SDP Fittings History

- May 2009
  - Sigma needed to find a foundry willing to experiment with foam production. Eventually selected EF in Chattanooga TN.
    - a) EF had a small amount of experience with LF.
    - b) EF needs new business.
    - c) EF has excess melting capacity and floor space.
    - d) Initial price indications appear to fit the cost model. (\$1.00/LB)
    - e) SB2 has a very good relationship with the owner and good experiences from USP days.
  - USP agreed to allow Sigma to use its LF tools to produce 36" MJ family of parts.
    - a) Foam bead to be high density PMMA (1.5 lb/ cuft). Much stronger than the XPF foam.
    - b) USP patterns were designed to be as cast MJ with as cast bolt holes.
    - c) USP foam patterns are XMB wall thickness to allow for TR Flex production in the future. Bells are XMB as well.
  - XPF agrees to sell foam patterns for trials
    - a) Foam patterns made from very low density bead = weak patterns which can lead to damage in handling and molding. (0.7lb/cuft)
    - b) XPF MJ foam patterns have machine stock and bolt holes must be drilled. (12% excess material on total fitting weight basis)
    - c) Sigma would need to find a suitable MS for MJ and FLG fittings. MFT agreed to finish at a cost of \$0.40/lb with no freight included.



## SDP Fittings LF Trials

### •June 2009

- Sigma purchased (1) 72x72x72 and (1) 96x96x96 LF flask. Total cost **\$15,800**.
- EF installs simple Eccentric Motor for compaction.
- (4) DMB4845's were ordered from XPF and air freighted to Chattanooga. Total cost **\$7,300**(only \$630 for the foam).
  - (2) patterns were assembled by XPF
  - (2) pattern pieces were left for SB2 to assemble. Along with (6) extra MJ bell patterns
- Purchased foam patterns for 36 inch MJ family of fittings from Alliance Foam using USP tooling. Total Cost **\$ 3,116**.

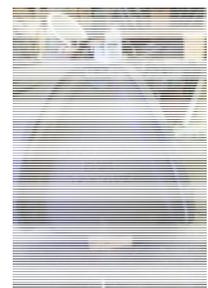
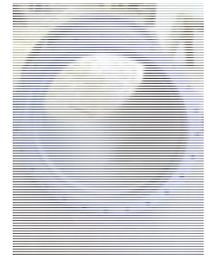




# SDP Fittings LF Trials

## •July 2009

- XPF foam patterns and USP pattern pieces arrive at EF
- EF produces a trial mold using XPF bell pattern
- EF produces a trial mold using a USP bell
- EF produces a GDMB 3645.
- Notables:
  - All sample castings were made with EF normal reclaimed RS with no vacuum on the mold.
  - PMMA foam kicked iron out of the spru during pouring potentially effecting the pour event
  - Surface finish was good for both foam material types
  - PMMA pattern bolt holes were clean and required no machining.
  - PMMA pattern did not have any riser or flow off and some lustrous carbon was evident on the top flange.
  - 36 MJ bell dimensions were below spec but roundness appears to be acceptable.
  - GDMB 3645 could be machined to size at MFT to make a sellable part





# SDP Fittings LF Trials

## •August 2009

- 2<sup>nd</sup> trial of DMB3645 resulted in a scrap casting. The iron kick back was so bad that the pour was interrupted and the foam pattern collapsed.
  - Gas was not being allowed out of the sand at the beginning of the pour. Possible reasons:
    1. No Vacuum during pour.
    2. EF sand was too fine, not allowing any gas passage ways.
- EF was not ready to fill the large flask so we assembled a 4811 out of the pattern pieces supplied by XPF. The part was gated in the center and fit into the small flask. The fitting poured without any kick back, but the casting was scrap because it appeared that the top flange separated from the body.
  - Gas was not being allowed out thru the sand
  - Weak foam pattern from XPF could not hold back the gas pressure.



## SDP Fittings LF Trials

- August 2009

- Decision to purchase a new sand better suited to LF than EF reclaim sand. AFS 34 sub angular grain vs. AFS 65 round grain.
- GDMB 3645 cast using new sand. Pour still kicked, but casting was sound and with MJ dimension machined at MFT will be sellable
- 2<sup>nd</sup> GDMB 4811 was constructed using a different gate system than 1<sup>st</sup> trial, and the new sand in the small mold box. Casting is good and once machined at MFT will be sellable.





# SDP Fittings LF Trials

## •September 2009

- Decision to mold and pour one of the XPF DMB4845 from XPF was made. The molding process required every drop of the AFS 34 sand (22 tons). The mold kicked during pouring. The casting was scrap due to the pattern cracking during molding (poor practice by EF)

- 2<sup>nd</sup> DMB 4845 constructed by SB2, with the following changes;

1. Riser flow offs were not coated with LF coating
2. In gate was not coated with LF coating
3. Gas vent holes were cut into the in gate. “old trick from past experience” and remembered when looking at the pictures of the DMB4811 gate and the hole that the gate design created.
4. Care taken by EF to add sand properly during molding

- Resulted in a good casting, once machined at MFT will be sellable.





## SDP Fittings LF Trials Recap Summary

- SB2 comments on the LF process
  - a) Any RS foundry reclaim sand can be used for LF molding: **Proved to be incorrect. It is possible that with vacuum during pouring this would be true.**
  - b) Vacuum is not required: **This is true but sand grain fineness is an issue for gas release.**
  - c) Sand compaction can be accomplished with a sledge hammer pounding on the flask: **This was a bit of an exaggeration but the simple vibrators (\$600) proved to be correct.**
  - d) The Foam coating is the key ingredient for making good surface finish LF castings: **This is true. The surface finish on even the XPF foam is outstanding and much better than XPF surface finish.**





## SDP Fittings LF Trials Cost Summary

- We should mold and cast the inventory of foam we have on hand so that the sales potential of list price @0.65 would pay for the LF trials.

Foam Patterns in inventory			
XMB3645 (4)	\$ 11,439.12		\$ 31,116.80
	\$ 11,439.12		\$ 31,116.80
Total including cost and potential already incurred	\$ 62,393.80		\$ 62,329.66



## SDP Fittings LF Regular Production Cost Estimate

LF Regular Production Cost Estimate	Cost/lb
Foam Patterns (XPF) <i>(based on trial cost)</i>	\$ 0.07
Ocean Freight for Foam Patterns <i>(based on \$3200 &amp; 50000 lbs equivalent casting weight per container)</i>	\$ 0.07
Foam pattern Assembly <i>(based on trial assembly times=3 man hours/piece, \$30/man hour for weighted avg cast weight)</i>	\$ 0.07
Casting at EF <i>(based on current cost model at EF)</i>	\$ 1.00
Transportation to MFT <i>(est. based on MFT experience)</i>	\$ 0.06
Finishing by MFT <i>(based on current quote from MFT MJ and FLG)</i>	\$ 0.42
Transportation to Sigma <i>based on MFT experience, could vary to CHI and CRM)</i>	\$ 0.07
<b>TOTAL</b>	<b>\$ 1.76</b>

## Commercial Assumptions

1. ACIPCO will purchase 25 tons/month of “a” items
2. 25 tons/month of “a” items is about 40 pieces
3. There will be a need for another 25 tons/month of odd fittings that McWane will not be tooled to produce, but would be easily constructed from LF process.
4. MFT will be able to machine FLG and MJ fittings at a rate of 80 pieces per month.
5. Average selling price will be \$3.00/lb

# Commercial Estimate

	Sales Volume lbs/year	Sales Price \$/lb	Avg. Cost \$/lb	Annual Margin \$'s	Conservative Equipment and Installation Estimate	Simple Payback Months
Expected results	1200000	\$ 3.00	\$ 1.74	\$1,512,000	\$ 500,000.00	4.0
Sensativity (1/2 sales, 15% scrap, 2 x Cap X	600000	\$ 3.00	\$ 2.00	\$ 600,000	\$ 1,000,000.00	20.0

**CX 0308**

**From:** Walter Florence [wflorence@frontenac.com]  
**Sent:** Saturday, May 16, 2009 03:00:58 PM  
**To:** VP (Victor Pais-CRM); M20; GR1 (Gopi Ramanathan-CRM)  
**Cc:** SB2 (Stuart Box - CRM); Ron Kuehl  
**Subject:** RE: VP to SB1 (CC : M20) : Response on your Korea sourcing plan -- with strategic look @ other options...

Victor -

As an investor, I am all for your approach especially putting your competitors on the defensive and on notice. Nothing would please us more than to see Sigma kick some of the competitors butts in the market having witnessed recent behavior by them, and having a domestic line and a solid Korean alternative quickly would be great.

As you know, I have no idea of the complexities involved in such a decision but you have our full support as we trust you and the team to make the right decision here short term and long term for Sigma.

Either way, this all sounds like it may have great potential and very encouraging !

Walter C. Florence  
Frontenac Company, LLC  
(312) 368-0044

---

**From:** VP (Victor Pais-CRM) [mailto:VP@sigmaco.com]  
**Sent:** Thursday, May 14, 2009 4:37 PM  
**To:** M20; GR1 (Gopi Ramanathan-CRM)  
**Cc:** SB2 (Stuart Box - CRM); Walter Florence; Ron Kuehl  
**Subject:** VP to SB1 (CC : M20) : Response on your Korea sourcing plan -- with strategic look @ other options...

**Σ SIGMA**  
**Choice...**

*Your Fitting*

---

May 14, 2009

To: SB1

*Re : BA - Korea and other options*

**Note : I have discussed most of the following response with SB1 and MR1 this morning as we were reviewing Mitchell's Bham visit earlier this week.**

Thank you for your succinct update of 5/11 below on the Korea option for us to offer a BA alternative for ARRA use. On the whole, we may have to pursue the Korea option, as well, as Star already has a leg up on us by a couple of months. But, we can certainly catch up with them

SIG - 0005856  
Confidential  
FOIA Exempt

CX 0308-001

and as we have done in the last few years, when we have fallen behind like in PRP, FL etc. we can not only catch up with them, but also surpass them, as on the whole we have more all round resources.

I also want to present the following insights and 'food for thought' as we develop a new sourcing alternative, at some new investment :

1. The Korea option will greatly help us present a credible and competitive alternative for the BA use, to McWane in Fittings and PRP, if we proceed with that as well. As we know, the Korea option does have certain limits such as the eligibility in only the 37 states + even there for jobs on projects of over \$7.4 M. Due to Korea's familiarity with AWWA industry in general and their prowess in Castings and Fittings in particular, we can have a reliable substitute in a fairly short amount of time and at a relatively manageable investment, though it could be sizable under our current circumstances at about \$1 M, when all is said and done, if we have to have the full range of Fittings and even a decent range of PRP at some point.
2. However, as we develop a BA option to meet the ARRA needs, it is also necessary to look beyond the ARRA. As we know, the BA provision has been inserted into the other Federal grants/loans to the SRF outside the ARRA which can have a bigger and more lasting impact. We are also aware of the BA sentiment slowly spreading and becoming a part of American life and business, at least in certain quarters, where exploration of the sentiment is rife as in the AWWA industry. In addition, due to an unrelated but a threat nevertheless, ECL is also bent on becoming a market spoiler in the AWWA industry thru DI pipe and likely other products, the DIPRA consortium who represent the DIP and V & H could also promote more of the BA sentiment, but with a twist – specifying 'domestic' ('DA' as I call it) without the exemptions provided for by the Section 1605 of ARRA etc.
3. In short, there is a need for us to consider developing a DA option – which in turn could kill 2 birds with 1 shot, by meeting the BA requirement as well. It is important to do so, since we are about to invest efforts and funds to develop a brand new sourcing paradigm in Korea and just about everything has to be done from scratch.

The relative merits of the BA (Korea) and DA through a domestic production are amply clear. In short, the 'BA/Korea' option is more of a **defensive** posture, while the 'DA/domestic' option is definitely a **proactive/offensive** move.

As for Fittings, the current DIPRA market size of about 100,000 ST may include about 10%-12% using the 'DA' option, on the strength of the few specific markets like PA, NJ etc which are still 'domestic'. This market is expected to drop to 80,000 ST – 85,000 ST in 09 and pick up to about 90,000 to 95,000 ST in 2010. But, the 'DA' segment may swell to about 25% - 30% of the entire market due to the ARRA/BA and other BA drivers. So, having a DA Fittings capability will open up this somewhat larger 30% new niche for SIGMA, which we can leverage much more effectively than McWane thru our relationships and other Marketing, Management and Strategic strengths.

We can then challenge McWane much more aggressively and somewhat on an equal footing.

4. The DA option for PRP may make more sense as in any case we have the flexibility to produce only the gland body for SLD/SLC in USA while using the bolts and inserts from China. The argument for a DA version for PRP is more compelling as it could give us a strong

impetus for making a play for a much larger market share, as compared to the BA/Korea option.

As GF so sensibly put it at the RMR last week, with a domestic 'DA' version, we could make a play for 30% of about \$200 M PRP market or about \$50 M to \$60 M leveraging our strong relationships at the G7 levels – especially at the G3 -- and the current preference by each of the G3 to broad base their supply base, beyond EBBA/Ford.

It is important to discuss and review both the **costs** and **benefits** -- as without question, the DA option will call for higher investment, but will also offer us a higher market potential, as the Import/Domestic combination is quite potent, strategically!

5. We are all aware of our ability to look at the DA version on the strength of the broad EPQ expertise we now have with SB2, SB1 and GR1, with inputs from SMD from the Marketing, Design and other features. This DA option will be more in SIGMA's proven 'virtual' manufacturing mode – with production and even assembly sub-contracted by identifying suitable shops that may already be out there – looking for additional work, rather than a fully integrated/owned format preferred by EBAA/McWane etc. At the current dire circumstances, we may even be able to tap into the surplus capacity of not just the casting, but also the assembly operations and not have to make any huge commitment to fixed costs.
6. In the case of Fittings, we naturally will have more work to do in order to meet the entire range of S-M-L and with the much wider complexity of production, machining and finishing operations. Stuart gave us a preliminary glimpse into this challenge when we asked him for an outline of this feasibility for production of domestic fittings.

Here, we would be better off teaming up with Metalfit as they own/have access to a complete range of DM and DFF patterns, which can be used for casting in a suitable USA foundry. As for the latter, Stuart has suggested Eureka foundry in Chattanooga and we also have a shot at ACIPCO's foundry in Prior, OK, which may be able to produce up to 30". (We have had some preliminary discussions with ACIPCO at the high levels and there is some interest as long as we manage most of the operations, as ACIPCO does NOT want to be in the production of Fittings!)

7. One feasible modified version of this 'DA' option is to produce the castings in a US foundry (*say Prior, OK or Eureka or both, depending on size range*) and then move them to Metalfit in Monterrey – for machining, lining and painting and packing. Though it adds to the freight expense, these finishing operations are extremely expensive in USA and may turn out to be the 'bottleneck'. (*We need to study the intricacies in the blended production format to qualify for the DA status!*)
8. For Fittings, as a practical plan, it may be better to focus on the 'M' size in Korca, the S range consider the DA version in USA while for the L, we may be able to live for at least a year on the waiver route as there is no clear domestic supplier.

The above are my initial thoughts having gone over them over the last 2 or 3 weeks as we were following the various market trends here while you were looking at the options overseas. I suggest we should have an M12 (with SMD) conference call so that we can discuss the merits of this both on a short term and long term basis. These decisions could well decide and re-orient SIGMA's long term strategy in a very bold and reassuring way to the customers and put some of our competitors like McWane, EBAA and even Star on the defensive and on notice.

Best Regards,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

---

**From:** SB1 (Siddharth Bhattacharji-CRM)  
**Sent:** Monday, May 11, 2009 3:12 PM  
**To:** GR1 (Gopi Ramanathan-CRM); SS1 (Sean Salins-CRM); RM6  
**Cc:** VP (Victor Pais-CRM); LR (Larry Rybacki); TB2 (Tom Brakefield-ALX)  
**Subject:** sb1 to M11: korea sourcing plan

To: PIP+ ENGG + M11  
 From: SB1  
 Re: Korea Sourcing  
 Date: May 11, 2009

This is a report of my findings after visiting Korea.

Star has planned its production in Korea for the range 3" to 48" in DM. They plan on developing 346 patterns, out of which 117 patterns are in production. The pattern work started in April and I saw some patterns of 18, 20, 24 bends and DML48. I also some cores of DMB890. They intend to produce 3 thru 12 in a machine molding line in HJ and 14 thru 48 in RS line in MC. The RS line uses RS for molding and cores. We have experience with both foundries when they produced for us in SSKO. At that time, HJ and MC made large size fittings for us using sweep and partial modular patterns.

Looking at the patterns that were scattered around the machine shop, it seems Star has a PPP that is designed around actual orders that they must need to furnish on jobs since the PPP did not seem to be based on popular sizes first. This means that they could have taken some big exposure on supplying ARRA compliant ftgs based on their ability to get ftgs from Korea.

The procedures used by Star is similar to what we had in SSKO. The ftgs will be cast at HJ and MC and will be machined by YB Kim at his machine shop called Kyung Ho Tech (KHT). They will cement line, paint, pack and export to Star. Star has arranged to send NSF61 paint to KHT and has applied for NSF61 approval for HJ and MC. They did not mention anything about UL and FM at HJ.

Qualification of the castings have started and Star is planning to make their first shpt of Korean ftgs end of May.

Both HJ and MC were very open about their work for Star and openly said they want to work with SIGMA. However each has signed a 3 way exclusive agreement that binds HJ and MC with KHT to work exclusively with Star. The agreement has all sorts of penalties if the Koreans want to sell fittings, glands and pipe restraints to any company other than Star, but there is no minimum purchase commitment in tons or dollars! I have advised HJ and MC all the pitfalls of the agreement that they have signed and both immediately called Star's agent asking for changes to the agreement. Star has responded that they wait till 5/22 when a team from Star will be in Korea. I told them that their best opportunity to push Star

is now since Star is working to a close deadline and they should simply stop all development work and ask Star to cancel the current agreement immediately. Then hold out hope to discuss a fresh agreement when they come in late May. At first they were unwilling to talk tough to Star, meanwhile hoping they could start some work with us on the quiet. But I said the agreement was so lopsided that Star did not have to give them any tonnage and could still prevent them from producing for SIGMA or force them to pay a penalty of \$250,000 if they sold to SIGMA or others. Then HJ agreed to send an ultimatum to Star and said they will advise us within 7 days (from 5/9) if they succeeded to throw out the exclusive agreement.

Our relationship with HJ and MC is very good as they both retain very positive opinion of our business relationship of the past and they will try their best to cancel the agreement. KHT is in a different position since they convinced HJ and MC to sign the agreement, but the owner of KHT is YB Kim – a former partner in SSKO and he was also very keen to help us with finding new machine shops and pattern shops but he requested his role be kept secret since he cannot afford to upset Star.

In addition to the ftgs development, Star has started work to produce their wedge restraints in Korea. KHT said they are developing the entire range 3 thru 48 and the bolts and wedges in Korea. He did not have details on where these are being developed. He was also not clear about any development activity on the PVL range.

Since I did not want to rely on HJ and MC being able to throw off the restrictive agreement with Star, we proceeded with exploring an alternate option. We met with Korea Cast Iron Pipe Co (KCIP), the largest DIP producer in Korea, They have a George Fisher line making fittings and an RS line for larger fittings beyond 300mm (12"). They also have a line making the KP gland exclusively. Of late their sales of castings to auto companies has dropped and they have some capacity in the G/Fisher line and in their large size (30" and above). We also met with a Sung Lim Castec (SLC) a RS foundry about 2 hrs drive west from Busan that is owned by BK Kim. Though they have never made ftgs, BK Kim has experience of making ftgs while working for KCIP. SLC has made valve bodies in 20" size. They have a RS line, two 1Mt furnaces working in tandem and a large shot blasting machine which can handle upto 3MT casting. They are adept at using wooden partial patterns – just like MC. The remote location of SLC could be a logistical problem but it can also mean cheaper labor. SLC is well connected with the excellent highway system to Busan.

With the help of our PIP and OEM team, we had prepared a tentative list of 342 small fittings (3-16), 94 medium fittings (18 – 24) and 66 large fittings (30 – 48). Further work needs to be done on this list by breaking them into DM, XM and DFF and in the size ranges 3-12, 14-24, 30-48. My thought is to postpone the development of the DP in Korea since there is no domestic producer of Trim Tyton and the relative complexity of this item will delay the rest of the items.

For purpose of discussions, I broke the tentative list into 250 patterns in 12 and under and 150 patterns in 14 and above. To save costs, we can make most of the 14" plus range patterns in wood and the 12" and below in Aluminum. We showed drawings of our range and asked 2 pattern shops to estimate the time to make the 200 metal patterns. They said they could start delivering the first set of metal patterns 25 days after receiving the drawings in 3D-CAD. Though they can work with CAD, they would prefer 3D-CAD for ease of use. They can complete the 200 metal patterns in 2 months.

The wooden patterns take about half the time needed to make a metal pattern. These would be made by YB Kim and he said he could have all the 200 patterns done within the same 2 months time frame.

We can receive a quote on the cost of the patterns within 4 days of sending the drawings. The tooling cost would be for patterns and core boxes.

ENGG needs to review the final item list of items and indicate which patterns need to be made in metal and which in wood. Also it may be possible to save costs by having an item made with a metal pattern but the core made from a wooden core box. Certain patterns like offsets, though in the 12" and under range will need to be made in RS and may not need a metal pattern.

We had detailed discussion with KCIP at a second meeting. It was led by Mr. TH Kim (MD) who is the son of the Chairman. THK is heading their export division, speaks English well and is quite different from his father. He seems very keen to develop a business relationship with SIGMA and start exports to the US. The KCIP engineers had made detailed list of items that they wanted to produce. They wanted to make fittings the 3-12 and the 30-48 ranges and they had no capacity in the medium size RS line. In the ranges they had selected, they did not want to make certain configurations like 90 deg bends. We told them that they needed to make all the ftgs in a range and THK agreed to invest in the flasks and match plates required to supply all the configurations. We supplied them some drawings of 90 deg bends, tees and crosses which can be used by them to prepare quotations.

They will make the castings and SYC will arrange for the machining, cement lining and painting as well as export packing and exports. We explained our system to adjust for exchange rate changes using month end exchange rates after the change exceeds more than 3% in either direction. Like all exporters, they are nervous about the exchange rate since they believe that the Korean Won is going to get stronger from the current 1260 to between 1100 and 1150 by next year. I also said that we don't make automatic adjustment for raw material costs but will do so if the situation warrants.

We explained our MTR and SCM systems and they agreed to cooperate on both.

We have a clear plan in Korea which will be supported by KCIP and SLC to make ftgs from 3 thru 48 size range. A starting plan of 100MT in the 3 thru 12 and 100MT in the 14 thru 48 range can be easily accommodated. In fact we can bump up the 3 thru 12 to 150MT per month and the 14 thru 48 to 150MT with ease. Ftgs can start being shipped 60 days from when we take the decision and we can have the complete range of 400 patterns ready for production in August 2009.

Our plan of action for Korea:

1. Plan to make the 3-12 at KCIP or HJ; 14-24 at SLC or MC; and 30-48 in KCIP.
2. Prepare a pattern list indicating which patterns and core boxes will be in metal and which in wood.
3. Make a PPP based on usage and urgent "D" items needed to qualify for ARRA projects.
4. Have 3D-CAD versions of all dwgs in the PPP ready to send the pattern makers.
5. Get quotes from pattern makers and decide on production of tooling.
6. Wait for pricing from KCIP and SLC.
7. HJ and MC can get rid of their exclusive agreement with Star.
8. We already have the pricing from HJ and MC to Star and same can be offered to us.
9. Send SYC the list of ports where we will import so they can obtain their best rates locally in Korea.

10. Negotiate the best contract rate from Busan, Korea to all our inward ports with shipping lines, based on 175 cntrs.
11. Send NSF 61 paint to Korea.
12. Get UL/FM/NSF 61 approvals for KCIP and NSF61 for SLC.

We did not discuss in great detail about our plans to make OneLoks in Korea. We can plan to have the SLDE/SLCE bodies made in Korea and have them import the break-off bolts and wedges from SFT, and assemble them for export to us. We should cost out two options – produce ALL our small size requirements in a high volume machine like a DISA and see what the unit cost of a SLDE/SLCE will be; and produce what is needed to supply ARRA projects (say 10 to 15% of small size) and find the unit cost for the lower production; and cost the 14 thru 48 range using RS process.

Just a footnote, that ftgs and restraints from Korea will attract a duty rate – similar to China.

Rgds/  
Siddharth Bhattacharji  
**SIGMA Corporation**  
700 Goldman Drive  
Cream Ridge, NJ 08550

Ph: 609-758-0800 Fax: 609-758-1163 E Mail: sb1@sigmaco.com

**CX 0313**

**Σ SIGMA***Your Fitting Choice...*

**TO :** ARES CAPITAL CORPORATION  
**SUBJECT:** ADVANCE RESPONSES TO LENDER QUESTIONS  
**DATE:** 2/9/09

## A. Business Update

### 8. Discuss pricing and volume trends :

The attached 'SALES SNAPSHOT' data provides some relevant Sales, Volume, Pricing and GM trends, comparing 08 with 07. Overall, while the Volume saw a considerable decline, the Prices (ASP/MT) showed equally appreciable improvement due to various factors such as steady opportunistic pricing boosts and improved product mix etc.

### 9. Discuss trends in raw materials costs

Overall, the trend for product costs is highly favorable, with the global raw material costs dropping due to the same economic factors that led to the decline in market demand! From the peak in August/September, the cost of Fittings from China has come down by about 15% - 18%, from India 20% -25%, PRP by about 10% and MCC about 25% - 30%.

### 10. Customer overview

This obviously a wide open topic – but, overall we have a stable Customer base, all of whom of course have been affected by the down turn. However, due to the buoyant streak spanning 10-15 years almost un-interrupted, most of them are in strong financial condition and have been able to steadily adjust to the weakening market since about end of 2006. These lean times, has made SIGMA's national distribution footprint even more attractive to these Distributors who seek JIT deliveries including direct job-site drops to further reduce their operational costs.

Our position is especially strong with the OEM group as they depend on SIGMA to an even larger extent as they pare down their staff, leaving the task of managing their supply chain even more to SIGMA!

### 11. Discuss customer by customer sales and margin trends. Discuss decline in HD Supply sales:

The attached Sales Summary also provides some insights on our 'BIG 12' customers, which points to significant gains in 08 from all our key OEM customers. On the Distribution side, our sales to HDS was lower – as they suffered a larger contraction in their business due to their continuing down-sizing started when HD had acquired two separate Distribution chains – Hughes and National Water in early 2006, each with a national footprint and hence overlapping locations in several key markets.

**B. Supplier overview (A1, SFT, CEC) :****8. Overview of owners and current capitalization**

As mentioned in our 12/11/08 update, all 3 of our major suppliers -- who among them account for almost about 75% of our production, each being our primary supplier of 4 of our 6 product groups -- and having been supplying SIGMA from the start of our relationship, have steadily grown with us over the years and have adapted their operations to SIGMA's needs. Our relationship with A1 has spanned 24 years, with SFT - 11 years and with CEC -- 18 years. All 3 have a simple but strong ownership structure and are relatively well capitalized for suppliers in this industry in China and India. In one way, they are better suited to weather the current storm as they do not rely on outside financing including bank debt to any appreciable extent. In fact, as Chinese banks do not support medium sized businesses including exporters, A1 and SFT do not rely on any bank loans for their operations, though SFT uses some kind of discounting facility for their export invoicing only.

On the other hand in India, banking support for businesses is quite extensive, as majority of the banks are nationalized and are entrusted with supporting businesses and they have favorable lending structure.

All 3 suppliers, as well as our other suppliers are nimble enough to adjust their overheads according to SIGMA's order book and as such, over time, we have improved our ability to guide them with our buying plans, even though we do not have any commitments that tie us to any level of purchases. As raw material cost accounts for most of the final cost of the product, it is this item that dictates most of their commitments and as such, during the tumultuous 2008 sharp price increases, all of them went through a challenging time to cover as much raw material as they could at lower prices. Their working capital was also affected from the pressures of the sharp raw material cost increases. However, all that is behind us as the raw materials have now dropped about 20% to 25% getting back almost to the healthy levels of 2007.

Now that the raw material availability and the cost have moderated, with abundant labor pool available as well, we feel secure for the foreseeable future as to both our Supply Chain and the costs from all our suppliers, especially the primary 3. The only challenge is the weak demand!

**9. How are your suppliers faring in the current economic environment?**

As mentioned above, our suppliers are faring quite well, thanks to the close coordination between SIGMA and our suppliers. Undoubtedly, they may not be generating much profit, as the volumes often are at or below the break even levels. On the other hand, they have very flexible overheads and since they have little by way of SG & A, they are able to moderate their

production overheads as close to the needs of SIGMA's orders and manage without any significant fixed overheads. All are dedicated to their business and loyal to SIGMA – so, they are now largely focusing on managing the day-to-day operations, with only modest profits or breaking even, trusting and looking forward to the recovery ahead.

**10. What percentage of each of your supplier's business does Sigma represent?**

SIGMA accounts for almost 85% to 100% of each of the 3 key suppliers. A1 does export about 10% to 15% to other markets. SFT supplies exclusively to SIGMA by choice, though SFH – the bigger of the 2 production units SFT uses – also has production for domestic market and other markets, which in fact, helps to a certain extent in cost efficiency and capacity utilization though each of the units is dedicated to a product or a customer.

**11. How have they reacted to stretch in payment terms?**

As for payment terms, for A1, the business is routed through CMP, our shareholder and one of our largest suppliers. CMP being part of a large export organization with substantial resources was able to accept our request to stretch payment terms from the previous 120 days to 165 days with a small additional charge, without any problem. SFT was not able to stretch their payment terms as they do not have much flexibility to accept any. With CEC, who supplies us only the MCC products, we are obligated to purchase on D/P (Documents against Payment, a form of COD) terms, as their export regulations prohibit any credit terms, instituted to prevent smaller exporters from using favorable bank finances to extend credit and lower the market price and harm the export market.

Overall, we are not in a position to extend our terms with our suppliers beyond a modest extent as it would hurt both our costs and the Supply Chain.

**C. FY 2008 Financial Review and January 2009 Flash :**

1. Please provide an EBITDA bridge from 2007 to 2008 and from 2008 to 2009
2. Please provide a breakdown of Revenue and EBITDA by end market such as replacement vs. new construction (i.e. residential, commercial, municipal)
3. Please provide a breakdown of Revenue and EBITDA by product line
4. Please provide a bridge from total bank debt of \$120.4mm as of 12/22/08 to \$112.9mm as of 12/31/08
5. Discuss working capital trends and liquidity position (Revolver usage vs borrowing base) at 12/31
6. Please provide AR and AP aging at 12/31/08.
7. Why is LIFO adjustment growing in 2008? What are the "Other" EBITDA adjustments at 12/31/08?

8. **What is policy on obsolete inventory? Are you able to track sales by SKU? Are there any SKU's that generate gross margin?**

9. **Please provide flash revenue and EBITDA for January 2009**

Most of the above information may have been already sent by Jeff. We can cover any additional queries during the meeting 2/10/09.

#### **D. Industry Update :**

8. **Discuss competitive landscape, market share trends, pricing actions in marketplace and any other changes given the current environment**

One of the advantages we enjoy in our competitive environment is what we had achieved in the past few years – a consolidation in each of the product ranges. In Fittings, there are effectively 3 – McWane, SIGMA and Star – and all suffer from the same challenges and there seems to be a great desire to improve the pricing and each one has demonstrated thru a reasonable amount of discipline, even being protective of our respective market share. This is where the monthly market size data produced by DIFRA, an industry association that SIGMA helped to form, with 4 supplier members fro Fittings (one, US Pipe, actually is not a producer anymore, but a small player buying almost all their needs from SIGMA), helps maintain the pricing discipline, as the market and market share data point to a relatively consistent and stable market pattern. It has helped all of us not to allow the sharp market decline to be mistaken as a 'loss of market share', which mostly causes price reaction. Our GMs have continued to be strong, throughout the year, even as the volumes have been weak. In fact, the recent reduction in our GMs is more due to the increase in the raw material prices which finally caught up with our blended inventory cost in Q3 and Q4, rather than the pricing swings!

Though we do not have this formal association structure for other products, the relative stable market pricing pattern has applied to them as well, as our steady ASP (Average Sales Price/MT) and the GM data would attest.

We are glad and relieved to have a relatively responsible and financially well funded competitive environment – all of whom have done well over the past 10 -15 years as did SIGMA and have realized the importance of sustaining stable prices even during the market weakness. A closer look at the GMs will show that even in the secondary product range such as our Accessories, PRP and Group B, we have sustained strong GMs throughout the weakening 08.

9. **Discuss outlook for end market demand and related assumptions for 2009 budget**

Our end market demand for 2009 continues to be uncertain, as for 2 years in a row from the peak of 2005-2006, the demand in real unit terms or metric tones (MT) has declined in just about every product. In Fittings where we now have a reliable market data through the DIFRA association that SIGMA helped put together, the volume in 2008 declined by about 17% in Fittings, while trending at about 10 to 12% till Q3, with the Q4 of course contributing to a

sharper decline. We expect the overall volume in 2009 to be about 5% to 10% lower than 2008 in somewhat of a mirror image of 2008 with the Q1 reflecting the weakness close to Q4 of 2008, Q2 with a close similar to Q3, and Q3 and Q4 similar to the slightly stronger Q2 and Q1 of 2008, as the economy slowly, but surely recovers, both through revival of the private investment and through municipal funding aided by the expected ARRA (American Recovery and Re-investment Act) stimulus Bill that is being debated and voted on by Congress currently.

However, as we have stated often in these forums, SIGMA has always found a way to grow our market share, irrespective of the market conditions in each of our product groups, especially the in the secondary range outside of the core product of Fittings, where we have the highest market share since it was the first and most focused product. Since SIGMA has a truly unrivalled national Marketing, Sales and Distribution footprint, with as many as 15 locations, including our primary facilities and satellites, to service our customer base on an efficient J-I-T basis, we intend to focus on all our products, but mostly the 4 supportive products where we have less penetration than Fittings.

During our consistent growth years, especially the more buoyant 'super growth' years of 2003 to 2006, we did not need to look for and convert 'all' opportunities, as our growth targets were more than met by our more selective selling effort, since strong relationships are still an important driver in our industry. This led to what we refer to as 'Poor Sales Group' (PSG) and we now have a PSG analysis for each territory, each product and each region by sorting our customer Sales data to identify a focus list of customers with whom we do say, less than \$25,000 in overall Sales or less than \$5,000 for any given product range, so that the Territory Sales Managers (TSMs), the Regional Managers (RMs) and the National Product Managers (NPMs) can all focus on the PSG. *(Here we use another empirical model we had developed internally to quantify our market size in relation to our Distributor's overall Sales, where the **SRP** (SIGMA Range Potential) is estimated at about 12% of the Distributor's total Sales in Water and Sewer area, with each of our individual products accounting for any where from 1% to 4% each. This model has proven extremely helpful in expanding our Sales team's focus and understanding both of the potential and our actual Sales, so as to calibrate and adjust our sales effort and focus accordingly.)*

With this review, the 2009 Sales targets are set first for each product and for each region, using a growth or decline in the real volume depending upon our current relative position of each product in each geographical region. This target in MT (Metric Tons) was then factored by the ASP (Average Sales Price) per ton, to which also a growth or decline % factor was applied. Increase was based on anticipated modest price increases or improved product mix etc. and decline, if the cost reductions may reflect a slight decrease in the market pricing, though it is not common for one to follow the other entirely.

All in all, our assumptions are balanced and conservative and did not include any major development such as the infrastructure spending in the stimulus bill etc or a sudden or significant improvement in market demand.

**10. Please opine on your views/thoughts on municipal budgets, potential stimulus package and how it benefits Sigma**

Without question, municipal budgets at all levels and spending by various agencies on water and sewer sectors have been affected to a certain extent or the other, depending on our various regions. In particular, treatment Plant Work, both in water and sewage seem to be steady, as borne out by our steady and even growing sales from 3 large customers who account for a significant part of treatment plant work – American Pipe, US Pipe and C & B – all located in Birmingham Alabama, but sell nationally.

The stimulus package through the ARRA bill will definitely be a net boost to our industry as any where from \$6 Billion to \$10 Billion is expected to be making its way through various agencies at state and local levels, directly into the Water & Sewer industry. Besides, when most of the other infrastructure work, be it transportation such as rail or highway, schools, healthcare etc. it too would have additional need for water and sewer construction, as a captive part of the project.

Equally, we opine that this large stimulus bill is also going to revive and reactivate private and other forms of investment into the infrastructure, including water and sewer, all of which will contribute to our business. However, we have not really factored any of this stimulus directly into our budgets as it is somewhat premature and unquantifiable at this point.

However, we must also mention a likely unfavorable result from the ARRA bill, as at present it also includes a broad 'Buy America' (BA) provision. Though this BA provision was largely driven by the strong steel caucus from the Midwest, in an effort to revive manufacturing employment, 'iron & steel' was bundled together in the house version in a hasty manner the bill was drawn up with a sense of expediency. Later, 'all manufactured goods' was also inserted in the senate version.

It is our considered opinion that while we appreciate the sentiment for protection of the steel industry, where substantial capacity and multiple sources of production in the USA are available with significant investment in modern technology and plants, its application across the board to other products such as iron casting products, produced in foundries with extremely higher level of labor and environmental sensitivity, is sure to cause a lot of disruption and service problems in the implementation, if strictly enforced. In fact, as in the case of our water main Fittings, the BA provision would force the market at the mercy of a single domestic producer, with only about 45% market share and that too one who complements the incomplete range in their current production from their China foundry! Over the last 3 weeks, we have been involved in

intense lobbying effort with teams from Alabama and Washington DC, to attempt an exemption based on the 'public interest' provision provided in the BA provision. We are using our resources at all levels of the Federal government to bring their attention to the likely outcome of the BA provision narrowing the choices significantly and abruptly, especially in the iron manufactured goods, where over the last 30 years or so, a lot of domestic manufacturing has been supplanted by overseas production and the domestic production may be limited to one or two suppliers with incomplete range and capacity.

While we are certainly concerned by this BA provision in the ARRA bill, we are also anticipating that it could also create somewhat unexpected improvement in the market pricing, as McWane – being the lone domestic producer – could use the opportunity to increase the market pricing on the basis of increased protection provided by the BA provision!

While we are continuing our efforts to insert a suitable specific modification to allow an exemption from the BA clause in the case of single domestic supplier in the pending bill itself, we may have to achieve the same thru a waiver process, said to be common with bills of this nature where sufficient clarity as to the scope of each provisions can not be provided in the bill itself.

Failing any success to amend the BA provision, we plan to pursue a 'Plan B' with Fittings sourced from Metalfit, one of our reliable supplier located in Monterrey, Mexico with whom we have an excellent and close relationship, including a dialog for a likely acquisition in 07 which we suspended pending our transaction with Frontenac. Their product will qualify as a suitable equivalent to the 'BA' status under the NAFTA provisions and in effect, SIGMA could be an eligible supplier under the BA provision. We already source a critical range of specialty fittings from Metalfit to service ACIPCO and US Pipe, under an exclusive agreement with Metalfit.

All in all, we expect the ARRA impact in our industry to account for only about 10% top 20% of the expected demand and since the ARRA bill itself will boost the overall market demand, beyond the directly funded business, over the otherwise slower pace of recovery, we deem the BA issue to be somewhat of a neutral impact and even a plus, with the Metalfit channel.

#### E. FY 2009 Budget Review :

##### 1. Detailed review of quarter-by-quarter 2009 budget assumptions, including mgmt assumptions on topline, margins, by product category (i.e., residential, commercial, and municipal).

As for the 2009 quarter by quarter and month to month budget assumptions, please review our MSF (Monthly Sales Factor) Chart that we have used to reflect the seasonality and other factors to translate our annual Sales targets into monthly segments.

As our GM is expected to gradually improve, in line with the sharply lower purchase prices reflecting in our supply chain on a FIFO basis, we have shown a gradually improving GM by

quarter. This is more of a conservative estimate, as it is difficult to simulate GMs in any accurate or realistic manner.

We are not able to breakdown our targets by different end demand factors, like residential, commercial and municipal directly. However, as certain products are used largely in certain sectors, our targets applied on each sub-product group, in a way are identified and pegged by sectors indirectly.

**2. Discuss projects in the Pipeline for 2009**

We do not work with a 'pipeline of projects' as such and our actual back log in terms of firm orders is also somewhat modest at about 10 to 12 days, since most of our Sales are now supported by a J-I-T format for almost all customers. In the OEM side, of course, we work with a bit longer time frame and closer manner, as our large customers are manufacturers, with their own pipeline and production schedules and related supply chain requirements. But, here too since our service is based on an on-going basis, it is not conducted strictly at a project to project basis.

**3. Overview of customer rebate program. Assumptions on rebate savings, given that in 2008 rebates were higher than expected? Were they produced via discussion with customer base?**

The customer rebate program has become somewhat of a significant part of our commercial pricing package. There is a desire by the suppliers to reduce the overall impact of the volume rebates, but we expect it to take place at a gradual pace. For 2009, while we are not in a position to make any major or drastic change, as it could cost us volumes if our competitors too don't match them equally, we have engaged in an exercise at this early stage, when the VR programs are presented, to make them 'smarter' by tweaking the trigger points in a way to achieve a lowering of Rebate-to-Sales % (RTS). In 2008, our RTS for the Distributor segment – which accounted for almost all our Rebate expense, since OEM does not need to work with Rebate programs – the RTS% was at about 7.2% of our Sales. We are aiming to reduce it to about 6.7% - 6.8% making a savings of about \$400,000 for the whole year, on a apples-to-apples basis, thru this diligent 'smart' programs.

This is a difficult exercise, but one that we have begun to initiate, with our commitment to achieve a gradual reduction.

**4. Review of \$3.2mm expense reduction plan and timing**

The \$3.2 M expense reduction in 2009 was off a comparable operational expense base of 2008 and its real time savings have been already built into our current operational spending and not something that is only 'expected' in the future.

These savings were the result of an elaborate ERP-09 (Expense Reduction Plan) that we undertook by examining each expense item within each expense head at both the regional and the corporate level, using our informative, dynamic and well received PCA (Profit Center Accounting) data. As per the ERP chart provided, almost 40% of the savings were in HR, out of which most was from the warehouse labor deemed to be redundant in response to the reduction of the volume

and some of the efficiencies. For each ERP item, we have developed very clear norms and guidelines to realize the savings budgeted or identified. As we have a very inclusive team and participative team process, our ERP initiatives have been well received with complete understanding and readiness and we expect our final savings to even exceed our carefully measured targets, as we adopt a 'lean' operational culture, to respond to the current realities, while preserving our core ability to respond to the opportunities as and when the recovery begins.

**5. Headcount reductions in which departments?**

From the start, we chose not to go with an 'across the board' cut in our HR, as we are not a manufacturing or assembly operation, but rather a Sales and Service provider. As such in the HR too, we went about diligently reviewing each individual person's current role and contribution, matching up with the current need as compared to previous growth plans. On the non-warehouse level, we found the need for complete redundancy to be minimal, as over time, our manpower development has been extremely deliberate and on an 'as needed' basis, where we have just 1 or 2 persons for each task, many even multi-tasking. However, we were able to find certain partial redundancies and we have reflected these in our budgets. But a significant amount of savings was also received by a 'shared pain' plan, where every one above a certain compensation level, took a cut of 3% to 5% with Siddharth and myself starting with a 25% reduction.

**6. Any vendor procurement savings?**

Our vendor procurement savings for 2009 are largely by way of the reduction in production costs due to the correspondence drop in raw material costs. As explained above, our suppliers are mostly are ancillary or captive suppliers to SIGMA and as such, they work on very small margins. Historically they have responded to any and all of our reasonable requests, such as special pricing for the same product for certain additional opportunities where we needed such considerations such as OEM business and with the high amount of mutual trust and respect, we have enjoyed an extremely favorable and transparent relationship on every matter from pricing, terms, capacity addition, investment, delivery improvements, quality enhancement, process changes etc.

However, in 2009 we are focused on not just the market driven savings, but also by effecting certain design changes, wherever we have the flexibility to reduce the weights to lower costs, looking at each component such as coatings for savings and constantly reviewing the choices for our buying at the item level from the lowest cost sources, where we have duplicate sources.

Looking at multiple options for any result – be it Sales growth, or cost or expense reduction, this year -- has been 'second nature' to our process and we are adept at working on multiple levels, once a need or an opportunity is apparent. For 2009, a savings in costs and expenses was decidedly our main impetus and we are keenly involved in pursuing it at all levels of our structure.

**7. Timing on any additional sale-lease back properties?**

The sale-lease back option for our real estate properties was studied as to its impact on the EBITDA, the balance sheet and of course the D/E ratio and it was decided to pursue it. However, as the current real estate and mortgage market are not favorable, we have deferred its follow up to early spring, when we expect the credit market conditions to improve, especially after both the ARRA stimulus bill and the banking stimulus bill to follow are enacted.

**8. Overview of inventory reduction plan**

Inventory reduction was identified as one of our 5 major M-A-Ps (Management Action Plans) going into our preparation of PLAN-09 and we have structured a very detailed and well thought out plan that has been introduced to our Team at various levels. The outline of this Plan was covered in a Management Memo to the BOD, which was later sent to ARES and the slides attached will give further insight into this specific 'IRP ( Inventory Reduction Plan).

In short, we have introduced a detailed RIT (Regional Inventory Target) Plan for 2009 – a SIGMA first -- in a simple form by assigning a reduction targets in % terms, fro each quarter, starting with our Inventory level, as of 1/1/09 for each sub-product at each regional level. This has to be achieved through a number of steps, both operational – such as inventory transfers and a leaner re-order process – without of course hurting our availability as well as Sales through special Sales promotions of items in EI (Excess Inventory).

**9. Discuss working capital and liquidity assumptions throughout 2009**

Please refer to the financial data supplied by Jeff Marcus for response on this query. Additionally, if required, we can discuss during the meeting.

**10. Overview of contingency plan**

As our management approach is hands-on and has been known for our nimbleness with constant team dialog due to our 'flat' structure and inclusive process, we can respond to any significant trend of business decline in a fairly short time frame, without having to spend extraordinary amount of time developing 'contingency plans', the formal preparation of which may include inputs from an extended team, which may be counterproductive, at a time all are focused on making our diligent and detailed PLAN-09 work! The 4-month pain-staking preparation to put together our PLAN-09 with attention to each expense detail and indeed each part of our overall Business Plan, without using broad strokes, allows us this flexibility to make changes rather swiftly.

**11. Potential areas of upside to 2009 plan**

The 2 areas of 'upside' in our PLAN-09 is the dramatic drop in our product costs, which will manifest themselves gradually from Q2 on, because of the FIFO nature of our inventory. Our newer purchase additions are modest, as compared to the previous purchases – but, all in all, our GMs will improve from the lower product costs. Also, the significant reduction in the expenses we have achieved and put into our structure will be a boost to our bottom line, when we can not necessarily depend on Sales growth.

The treatment plant market continues to be strong and as mentioned before we have 3 of the largest suppliers of plant work packages in ACIPCO, US Pipe and C & B – where SIGMA is either the sole supplier or the largest, having built them over the last several years, through quality product, impeccable service and close trusting relationships.

We also have a few of the ‘secondary’ products that we had not emphasized in previous years of growth that we can grow with, even when the total market volume itself is weaker.

**F. Other :**

**1. Please discuss Fulton acquisition (description of business, product line, strategic rationale, etc.)**

Fulton Enterprises was a small niche business supplying certain accessory products to a few OEMs with a large part going ACIPCO. Historically, Fulton has worked with ACIPCO supplying them various products that the latter had to outsource and though over time they had lost some of the business to new suppliers like SIGMA, they still had a healthy sales base of about \$8 M. One key product they have brought to us is ‘*poly wrap*’ which is used to wrap ductile iron pipe in certain higher corrosive soils. This ‘acquisition’ was more of an ‘absorption’, as we did not pay any price for the business itself, other than the real estate and the inventory they had, at cost. Instead, we have a margin sharing arrangement with their key people and all in all, from the business that would migrate from Fulton, even at the expected reduced level, we expect to have a net increase of about \$500,000 to our EBITDA from this business.

In addition, we plan to market the *poly wrap* to Distributors as well and we expect an addition of about \$2 M with a margin of about 20% to 25% - an addition to our Group ‘E’ range.

**2. Please discuss the SSF product line.**

The SSF (SIGMA Street Furnishings) is a new product we have tried to launch. This is a part of the business we had not developed before, though these items are very much part of the construction products – being a part of the ‘finishing range’ when a construction project such as the sub-division, shopping mall, or an industrial or commercial site is to be completed. However, historically these products were not part of the ‘water, sewer, or drainage’ construction that our customers and contractors manage. Instead, it has been treated as ‘ornamental and architectural’ and hence goes through a different channel.

Though we had identified good Sales reps and even some OEM customers in the SSF range, for certain items such as Bollards, Tree Grates etc. we could not identify suitable sources in China with the higher surface quality that these products demand, as they are all installed above ground and need a different finish. So, the trial and error process cost us some time and opportunities, though we now have just the right supplier at a competitive pricing and some items and opportunities are being worked on.

But, what we are basing most of our 2009 Sales target of about \$4M in the SSF range and beyond, comes from an association with a Czech Republic producer of specialized products called – 'MMcite' – who have a complete range of homegrown designs that they were looking to expand into USA. Our SSF team was able to impress them with the market research and logistical, operational support and have struck an exclusive agreement with them. They have now developed a few capable and experienced Sales Reps who are a key part of the SSF business, as it is these reps who keep track of the various projects and work with architects or other design 'specifiers' to approve SIGMA's range at the front end, so we can supply them when the projects are ready for them at the back end. Apparently, one or two of the current suppliers of this range had abruptly changed their Sales Rep arrangements, relieving several reps – many of whom were eagerly looking for a good alternative – and we seemed to have been at the right place at the right time!

As part of the SSF range, we are also trying to develop steel fabricated grates, which in fact are complementary to our iron MCC range and we have had some success with a Chinese supplier who supplies us some of the steel products – a minor part of our production, as most of our underground products are made from iron castings.

While we are confident of making the SSF range grow, the progress will have to be slower, as it calls for a significant amount of both market, product and supply development – all at the same time. Though we do have a team of 3 dedicated people, they are all somewhat new to this business and the management time to monitor and guide them closely to ensure a more speedy progress has been affected by management attention to our primary business and the need for additional planning and design of new monitoring metrics and MIS etc. From our market estimation, the SSF market itself is said to be close to upwards of about \$200 M, depending on how wide this fragmented range is looked at. SIGMA has a great opportunity with our national footprint, to grow this business to \$25 M and higher in time to come, with the proper resources, but mainly with time and attention.

**CX 0319**

**From:** VP (Victor Pais-CRM)  
**Sent:** Sunday, May 10, 2009 01:02:41 PM  
**To:** M20  
**Subject:** VP to M20 : Reviewing DIFRA-08 further...  
**Attachments:** DIFRA-SIGMA-SMS-1208.xls

Attn :M20

Over the last couple of weeks since Tyler unceremoniously introduced a drastic new List Price/Multiplier pricing change, we have tried to understand their rationale and 3 events seem to have contributed to their decision :

1. In 08, Tyler is said to have lost their Market share over 07, by a significant amount of 4 -5 % points.
2. As updated before, SIGMA and Star chose to withhold providing our respective monthly Sales (MT) reporting requirements, smoothly managed by all 4 members throughout 08 since we started in April 08, with prior months of 08 as well as full year of 06 and 07.
3. Severe discounting of the pricing over the last 6-8 months especially in 09, when the market demand worsened over even Q4/08 -- with wide variation in pricing, with substantial deviation from the LP/Multiplier norm. This problem was acute in the mid-to-large size range.

As the entire sequence of events and assumptions are very important -- even critical -- to our business not just in 09, but also beyond, it's only fitting that we review the DIFRA-08 data as thoroughly as we can, to use the data and the findings to shape our future strategy. So, here's how I see it :

1. While, in a 4 member set-up, when we find our own market share in 08 stay almost flat vis-à-vis 07 (26.6% vs 26.4% in the SIG5/Distributor market or 28.5% vs 29.2% including our OEM sales to ACIPCO, who is not a member, but excluding USP as they report themselves as a member), if the Tyler's alleged loss of 4%-5% in 08 is accurate -- and we can assume it to be so -- the first and likely logical conclusion is that Star usurped whatever Tyler may have lost. It's not a surprising or far-stretched conclusion, given Star's determined and tenacious efforts to focus on Tyler's customer base, as the latter has been rightly deemed to be 'vulnerable' especially when Star stops at nothing to extract volume, especially with their deep discounts and creative yet jarring VR deals. It's my guess that several independent customer locations -- including HD's branches who are given unlimited discretion in purchasing, with practically little or no control from the top, unlike , day Ferguson, found Star's attractive deals, with variation on a job-to-job, day-to-day basis.

2. However, before, we conclude that Star grabbed all of Tyler's loss, we need to examine any other likely causes too. For starters, SIGMA got 0.7% of it -- thru the ACIPCO route, even as we lost 0.2% in the Distributor segment.

It's also likely that USP too may have picked up some % in 08 -- as they actively increased their presence in the PW niche. While they may have sourced some of their 08 sales volume from their own old stocks -- however small -- and also some from ACIPCO (in the 42"-48") range, most of their sales were from our supplies. We can gage this increase...

*So, RK2--> PLEASE PROVIDE OUR SALES IN MT IN EACH DIFRA CATEGORY FOR USP FOR 06, 07, 08.*

Assuming USP may have increased by about 1,000 ST or about 1%, we can account for about 1.5% of the 4-5% loss in Tyler, with the remaining being grabbed by Star...

3. AR has been persistent in his alarm about SIP's growth and we can't overlook them at all. It's likely that they too may have grown by another 1,000 ST. However, SIP's sales/growth is NOT reflected in the DIFRA data as they are not a member. Tyler's loss was strictly comparing the industry data comprising of just the 4 members, excluding SIP, for both 07 and 08. Still, we must keep a wary eye on SIP.

*So, CS1--> PLEASE TRY TO CHECK THE 'PEIRS' TRADE DATA TO TRACK SIP'S IMPORT DATA FOR 07 AND 08, IF POS.*

While we continue to analyze to make meaningful conclusions and suitable sales plans, we will be staring at a tough slog rest of the year, due the 'triple whammy' I covered in my BOD/M20 update of 5/5/09 -- weak market demand, threat of ARRA/BA and Tyler's price reduction, all of which could cost us sales and profits upwards of \$5M in 09 alone...

We therefore have to adopt a proactive PLAN 'B' to shore up our profitability somehow during the 2nd half, even as we make any and all adjustments to trim our costs, expenses and Inventory, to ensure we meet our Debt/Earnings targets.

Regards,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

---

**From:** VP (Victor Pais-CRM)

**Sent:** Monday, May 04, 2009 7:59 AM

**To:** M20

**Subject:** VP to RK2 (cc : M20) : Reviving DIFRA

Attn : RK2 cc : M20

As you are aware, we had kept up our DIFRA membership thru 08 and had used the monthly data in an useful manner to keep track of both the total market size and our SMS (SIGMA Market Share). As the volume in 08 continued to decline -- as it did in 07 vs 06 -- we were able to stay reassured that we were holding on to our SMS...or close to it! (Towards the end of the year, I was sounding some alarm that we were losing a bit of it. As can be seen, in the attached data, SIGMA lost 2% share from the start to the end of the year -- or at least as of 11/08, since I don't have the final 12/08 data.)

Somehow, earlier this year, just as we were about process and submit our 1/09 data to DIFRA, LR decided not to go ahead with this DIFRA participation, misreading some of the market competitive dynamics including the ARRA/BA threat, which really came down from the political winds outside AWWA and wasn't an initiative from McWane. While this step, unwise as

it was, seemed to be an isolated one with little consequence, now seems to have precipitated the strong and drastic reaction from Tyler by way of the unfavorable revision of the entire Price List.

We took some comfort even amidst the tumultuous market turmoil during the 2nd half that 'we were not losing market share...' largely from our cursory review of the DIFRA data and informal 'customer checks', we just didn't probe how the other two (Tyler and Star) were faring. However, from our investigation and close review of competitive trends in 08, it now seems clear that we actually lost 2% -- fairly sizable -- as the CUMULATIVE data clearly shows. In addition, Tyler is likely to have lost 4%-5% as well. So, by simple deduction, Star has usurped about 5% - 6% or about 5,000 MT to 6,000 MT just in one year! While our casual 'fact checks' with HDS, Ferguson -- who cannot be trusted nor even expected to reveal the accurate facts -- did not attest to Star's clandestine grab of market share, I had been sensing from the glimpses into their market tactics, their supply chain activity etc that they were indeed stealing market share. While they may have avoided the high profile targets like Ferguson and even HDS and may have also astutely avoided SIGMA's primary accounts it's clear that they honed in on traditional Tyler accounts -- independents and even the HDS which is quite decentralized and undisciplined -- to siphon off sizable volume from Tyler...

So, having lost 4% -5% in 08 and having seen that both SIGMA and Star abruptly suspending the DIFRA reporting, Tyler seems to have concluded that our decision was to conceal our continuing market share grab! Having seen pricing too go completely out of control, with rampant net unit pricing w/o any regard to List/Multiplier practice, especially in the Medium/Large range, Tyler seems to have chosen to revise the Price List in such a simplistic but hugely destructive manner...

It's unclear as to if and how our bold stand to defy Tyler's pricing revision and our own efforts to commit to a new pricing discipline would succeed. But, we now need to move swiftly to control the damage created and the first step is to report our YTD data to DIFRA ASAP to restore the badly dented competitive confidence...

RK2-->PLEASE COMPLETE THE DIFRA-1208, AS I HAVE ONLY 11/08. PLEASE USE THE ATTACHED SHEET TO UPDATE THE 12/08 DATA.

ALSO, PLEASE PREPARE THE DIFRA-09 DATA BY EACH OF THE 4 MONTHS AND SEND TO TB/VP/LR TO REVIEW IT AND THEN FORWARDS TO DIFRA, ASAP.

regards,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

**THIS DOCUMENT IS  
PRODUCED IN NATIVE**

# DIFRA : TOTAL MARKET VOLUME DATA & SIGMA MARKET SHARE (SMS)

Tonnage is in **short** tons. ACIPCO includes AVH also.

**1. INDUSTRY DATA** (from data supplied and compiled thru confidential channel, from 4 members -- McWane/Tyler, SIGMA, Star and USP, for all shipments, in USA and Puerto Rico. Shipments to Canada, Mexico and other markets are NOT included)

Size	Type	2006	2007	Yr to Yr %	2008	Yr to Yr %	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2" -12"	Flanged	17,623	15,477	-12%	13,333	-14%	1,139	1,147	1,039	1,293	1,345	1,234	1,163	1,176	1,118	1,133	842	704	13,333
	All Other	85,228	74,870	-12%	57,934	-23%	4,292	4,975	4,632	6,272	6,989	5,767	5,931	5,118	4,349	4,173	3,075	2,361	57,934
	<b>Total</b>	<b>102,851</b>	<b>90,347</b>	<b>-12%</b>	<b>71,267</b>	<b>-21%</b>	<b>5,431</b>	<b>6,122</b>	<b>5,671</b>	<b>7,565</b>	<b>8,334</b>	<b>7,001</b>	<b>7,094</b>	<b>6,294</b>	<b>5,467</b>	<b>5,306</b>	<b>3,917</b>	<b>3,065</b>	<b>71,267</b>
14" -24"	Flanged	5,532	4,875	-12%	4,798	-2%	458	384	383	399	393	480	437	474	377	379	334	300	4,798
	All Other	19,213	17,328	-10%	15,750	-9%	1,141	1,177	1,233	1,560	1,691	1,646	1,601	1,304	1,336	1,264	1,041	756	15,750
	<b>Total</b>	<b>24,745</b>	<b>22,203</b>	<b>-10%</b>	<b>20,548</b>	<b>-7%</b>	<b>1,599</b>	<b>1,561</b>	<b>1,616</b>	<b>1,959</b>	<b>2,084</b>	<b>2,126</b>	<b>2,038</b>	<b>1,778</b>	<b>1,713</b>	<b>1,643</b>	<b>1,375</b>	<b>1,056</b>	<b>20,548</b>
> 24"	Flanged	1,219	1,069	-12%	1,426	33%	82	85	105	101	131	155	106	173	139	109	152	88	1,426
	All Other	5,792	5,334	-8%	6,021	13%	412	359	443	439	481	565	521	544	575	669	503	510	6,021
	<b>Total</b>	<b>7,011</b>	<b>6,403</b>	<b>-9%</b>	<b>7,447</b>	<b>16%</b>	<b>494</b>	<b>444</b>	<b>548</b>	<b>540</b>	<b>612</b>	<b>720</b>	<b>627</b>	<b>714</b>	<b>717</b>	<b>778</b>	<b>655</b>	<b>598</b>	<b>7,447</b>
Total Trade Tons Shipped		134,607	118,953	-12%	99,262	-17%	7,524	8,127	7,835	10,064	11,030	9,847	9,759	8,789	7,894	7,727	5,947	4,719	99,262
						CUM-->	7,524	15,651	23,486	33,550	44,580	54,427	64,186	72,975	80,869	88,596	94,543	99,262	

# 2. SIGMA SALES DATA incl ACIPCO + AVH

(As ACIPCO/AVH chose not to be a DIFRA member, any sales to them as a customer had to be accounted for, to complete the market data.)

Size	Type	2006	2007	Yr to Yr %	2008	Yr to Yr %	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2" -12"	Flanged	5,606	5,463	-3%	4,753	-13%	380	388	391	468	425	483	409	401	426	444	293	245	4,753
	SMS	32%	35%		36%		33%	34%	38%	36%	32%	39%	35%	34%	28%				36%
	<b>All Other</b>	<b>19,503</b>	<b>19,045</b>	<b>-2%</b>	<b>16,466</b>	<b>-14%</b>	<b>1,270</b>	<b>1,306</b>	<b>1,517</b>	<b>2,080</b>	<b>1,861</b>	<b>1,604</b>	<b>1,633</b>	<b>1,364</b>	<b>1,183</b>	<b>1,112</b>	<b>809</b>	<b>727</b>	<b>16,466</b>
14" -24"	SMS	23%	25%		28%		30%	26%	33%	39%	27%	28%	28%	27%	27%	27%	26%	31%	28%
	<b>Total</b>	<b>25,109</b>	<b>24,508</b>	<b>-2%</b>	<b>21,219</b>	<b>-13%</b>	<b>1,650</b>	<b>1,694</b>	<b>1,908</b>	<b>2,548</b>	<b>2,287</b>	<b>2,087</b>	<b>2,042</b>	<b>1,765</b>	<b>1,609</b>	<b>1,556</b>	<b>1,102</b>	<b>972</b>	<b>21,219</b>
		24%	27%		30%		30%	28%	34%	34%	27%	30%	29%	28%	29%	29%	28%	32%	30%
> 24"	Flanged	1,891	1,953	3%	1,542	-21%	182	168	133	136	109	150	148	134	115	106	71	89	1,542
	SMS	34%	40%		32%		40%	44%	35%	34%	28%	31%	34%	28%					32%
	<b>All Other</b>	<b>4,924</b>	<b>4,811</b>	<b>-2%</b>	<b>4,164</b>	<b>-13%</b>	<b>324</b>	<b>318</b>	<b>378</b>	<b>454</b>	<b>373</b>	<b>467</b>	<b>377</b>	<b>296</b>	<b>352</b>	<b>340</b>	<b>260</b>	<b>225</b>	<b>4,164</b>
Total Trade Tons Shipped	SMS	26%	28%		26%		28%	27%	31%	29%	22%	28%	24%	23%	26%	27%	25%	30%	26%
	<b>Total</b>	<b>6,815</b>	<b>6,763</b>	<b>-1%</b>	<b>5,706</b>	<b>-16%</b>	<b>505</b>	<b>486</b>	<b>511</b>	<b>591</b>	<b>482</b>	<b>617</b>	<b>525</b>	<b>430</b>	<b>467</b>	<b>446</b>	<b>332</b>	<b>314</b>	<b>5,706</b>
		28%	30%		28%		32%	31%	32%	30%	23%	29%	26%	24%	27%	27%	24%	30%	28%
> 24" CX 0319-00	Flanged	488	590	21%	559	-5%	38	51	38	53	54	44	47	46	66	53	35	33	559
	SMS	40%	55%		39%		47%	60%	36%	52%	42%	29%	44%	27%					39%
	<b>All Other</b>	<b>1,640</b>	<b>1,994</b>	<b>22%</b>	<b>1,535</b>	<b>-23%</b>	<b>157</b>	<b>112</b>	<b>105</b>	<b>119</b>	<b>131</b>	<b>103</b>	<b>176</b>	<b>110</b>	<b>193</b>	<b>142</b>	<b>101</b>	<b>86</b>	<b>1,535</b>
Total Trade Tons Shipped	SMS	28%	37%		26%		38%	31%	24%	27%	27%	18%	34%	20%	33%	21%	21%	26%	26%
	<b>Total</b>	<b>2,128</b>	<b>2,584</b>	<b>21%</b>	<b>2,095</b>	<b>-19%</b>	<b>195</b>	<b>164</b>	<b>143</b>	<b>172</b>	<b>185</b>	<b>148</b>	<b>223</b>	<b>156</b>	<b>258</b>	<b>195</b>	<b>136</b>	<b>119</b>	<b>2,095</b>
		30%	40%		28%		40%	37%	26%	32%	30%	21%	36%	22%	36%	25%	21%	20%	28%
SMS		34,052	33,856	-1%	29,020	-14%	2,350	2,343	2,562	3,311	2,954	2,852	2,790	2,951	2,335	2,197	1,570	1,405	29,020
		25.3%	28.5%		29.2%		31.2%	28.8%	32.7%	32.9%	26.8%	29.0%	28.6%	26.7%	29.6%	28.4%	26.4%	29.8%	27.8%
						CUM-->	2,350	4,694	7,256	10,567	13,520	16,372	19,163	21,514	23,849	26,046	27,615	29,020	
					SMS-->	31.2%	30.0%	30.9%	31.5%	30.3%	30.1%	29.9%	29.5%	29.5%	29.4%	29.2%	29.2%	29.2%	

**3. SIGMA DATA w/o ACIPCO (SIG-5 sales to the Distributor segment)**

Size	Type	2006	2007	Yr to Yr %	2008	Yr to Yr %	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2" -12"	Flanged	5,280	5,092	-4%	3,937	-23%	326	360	355	410	389	395	347	304	327	320	201	202	3,937
	SMS	30%	33%		30%		29%	31%	34%	32%	29%	32%	30%	26%					30%
	All Other	17,815	18,175	2%	14,769	-19%	1,173	1,259	1,331	1,695	1,638	1,421	1,488	1,216	1,090	1,009	762	686	14,769
	SMS	21%	24%		25%		27%	25%	29%	27%	23%	25%	25%	24%					25%
	Total SMS	23,095	23,268	1%	18,706	-20%	1,499	1,619	1,686	2,105	2,027	1,816	1,835	1,521	1,417	1,329	964	888	18,706
	SMS	22%	26%		26%		28%	30%	28%	24%	26%	26%	24%	24%	26%	25%	25%	29%	26%
14" -24"	Flanged	1,529	1,570	3%	1,350	-14%	112	147	97	134	103	139	139	131	115	102	101	30	1,350
	SMS	28%	32%		28%		25%	38%	25%	33%	26%	29%	32%	28%					28%
	All Other	4,303	4,351	1%	4,162	-4%	287	300	339	453	372	464	375	294	351	338	335	252	4,162
	SMS	22%	25%		26%		25%	25%	28%	29%	22%	28%	23%	23%					26%
	Total SMS	5,832	5,921	2%	5,513	-7%	400	447	436	587	475	603	514	426	466	441	436	282	5,513
	SMS	24%	27%		27%		25%	29%	27%	23%	28%	28%	25%	24%	27%	27%	32%	27%	27%
> 24"	Flanged	476	572	20%	543	-5%	38	51	38	52	54	44	43	46	66	49	34	29	543
	SMS	39%	54%		38%		46%	60%	36%	52%	41%	28%	41%	27%					38%
	All Other	1,618	1,940	20%	1,477	-24%	150	111	103	119	130	103	176	101	181	133	90	80	1,477
	SMS	28%	36%		25%		36%	31%	23%	27%	27%	18%	34%	19%					25%
	Total SMS	2,094	2,512	20%	2,020	-20%	188	162	141	171	184	147	219	147	247	182	124	108	2,020
	SMS	30%	39%		27%		38%	36%	32%	30%	20%	35%	21%	21%				27%	
Total Trade Tons Shipped *	SMS	31,021	31,700	2%	26,239	-17%	2,086	2,227	2,263	2,863	2,686	2,567	2,568	2,093	2,130	1,952	1,524	1,278	26,239
		23.0%	26.6%		26.4%		27.7%	27.4%	28.9%	28.4%	24.4%	26.1%	26.3%	23.8%	27.0%	25.3%	25.6%	27.1%	26.4%
							2,086	4,314	6,577	9,440	12,126	14,693	17,261	19,354	21,485	23,436	24,960	26,239	
							27.7%	27.6%	28.0%	28.1%	27.2%	27.0%	26.9%	26.5%	26.6%	26.5%	26.4%	26.4%	

\* The total tons shipped by SIGMA to all SIG-5 market (distributors) as of 8/08 was 20,190 ST (18,355 MT). So, the DIFRA-SIG5 volume is about 95% of SIGMA's total tons.

Year-to-Year Change in SMS -- color legend :

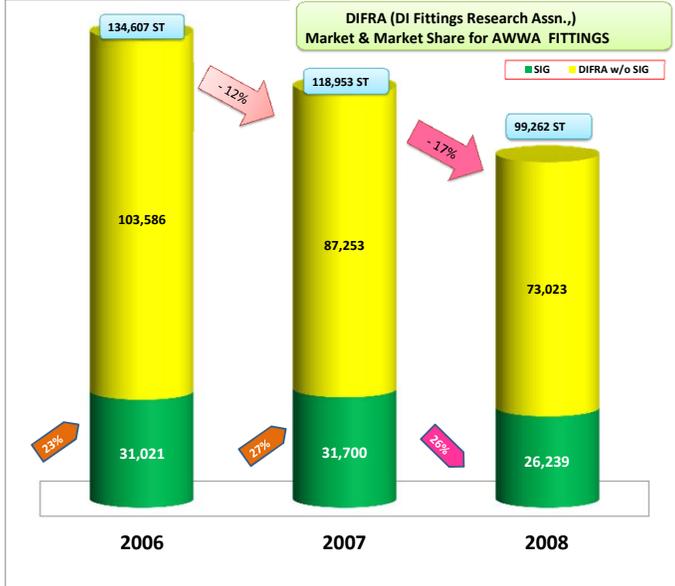
Trend Up
  Trend Down
  Flat

2006	2007	2008
103,586	87,253	73,023
31,021	31,700	26,239

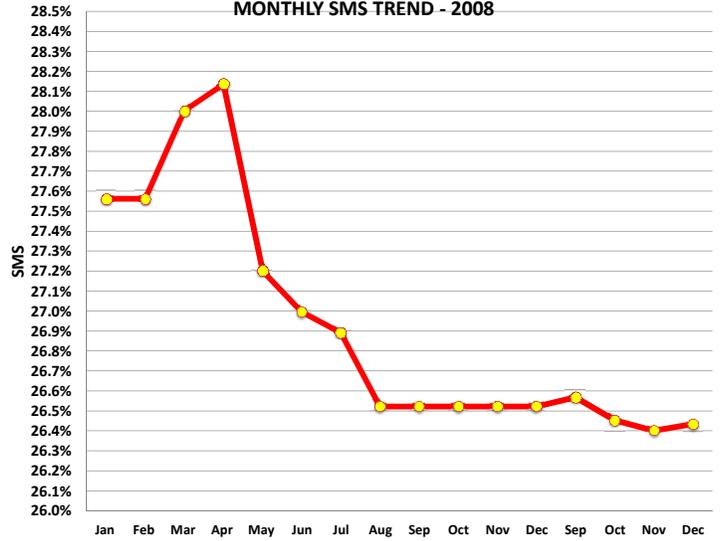
99,262  
73,023

Jan.	27.6%
Feb.	27.6%
Mar.	28.0%

DIFRA (DI Fittings Research Assn.)  
Market & Market Share for AWWA FITTINGS



MONTHLY SMS TREND - 2008



**CX 0347**

**From:** Rick Tatman <Rick.Tatman@tylerunion.com>  
**Sent:** Sunday, December 13, 2009 9:50 PM  
**To:** Leon G. McCullough <Leon.McCullough@clowvalve.com>; Thomas Walton <Thomas.Walton@mh-valve.com>  
**Subject:** Price Increase DIWF  
**Attach:** Util Mult Map-BLENDED LP5091.pdf;Util Mult Map-DOMESTIC LP5091 3-12.pdf;Util Mult Map-DOMESTIC LP5091 14-24.pdf;DIWF Non-Domestic Pricing Nov Report.XLS

---

Would it be possible to meet @ 2pm on Monday?

For your reference I have attached November's pricing report on non Domestic fittings and the current multiplier maps. One of the tabs on the pricing reports lists the states in descending order of price discounting verses published.

Non Domestic:

- For the prior 3-month period the average sell point is 93% of published pricing
  - The Southeast and Pacific Northwest have some of the deepest discounts
  - The higher published multiplier markets tend to sell at a deeper discount
- While not yet reflected in the data, we're picking up that Star is now offering a 0.25 (89% of published) in California and 0.28 (87% of published) for OR, WA, ID. We suspect this is on reaction to the Ferguson shift to TylerUnion.

Domestic:

- As published, Domestic pricing is 1.7X of non Domestic for (3"-12") and 2.1X for (14"-24")
- ACIPCO's claimed published Domestic (30"-48") pricing is 2.8X of non Domestic
- Per our MDA with Sigma:
  - Pricing is set @ 80% of our Published multipliers
  - Sigma (and in theory TylerUnion) is supposed to sell within 98% of the published levels
- We don't expect Star to be able to significantly be able to influence domestic pricing until latter in 1Q
- With the stance on supporting our domestic brand, we're going to have to carefully consider our strategy with addressing Star's domestic price actions.

While we can certainly generate some incremental price \$ on Domestic during 1Q, I'm concerned about how that will fit with our Domestic pricing strategy verses Star and the current spread with non Domestic pricing.

On non Domestic, I don't think there will be too much traction on a general double digit increase. We may have the ability to net some price in the market areas that are currently selling above 95% of published. I've given a reference example on the tab labeled "Potential Price Increase". The obvious issue with this reference example is the amount of net price achieved.

Certainly up for discussion.....

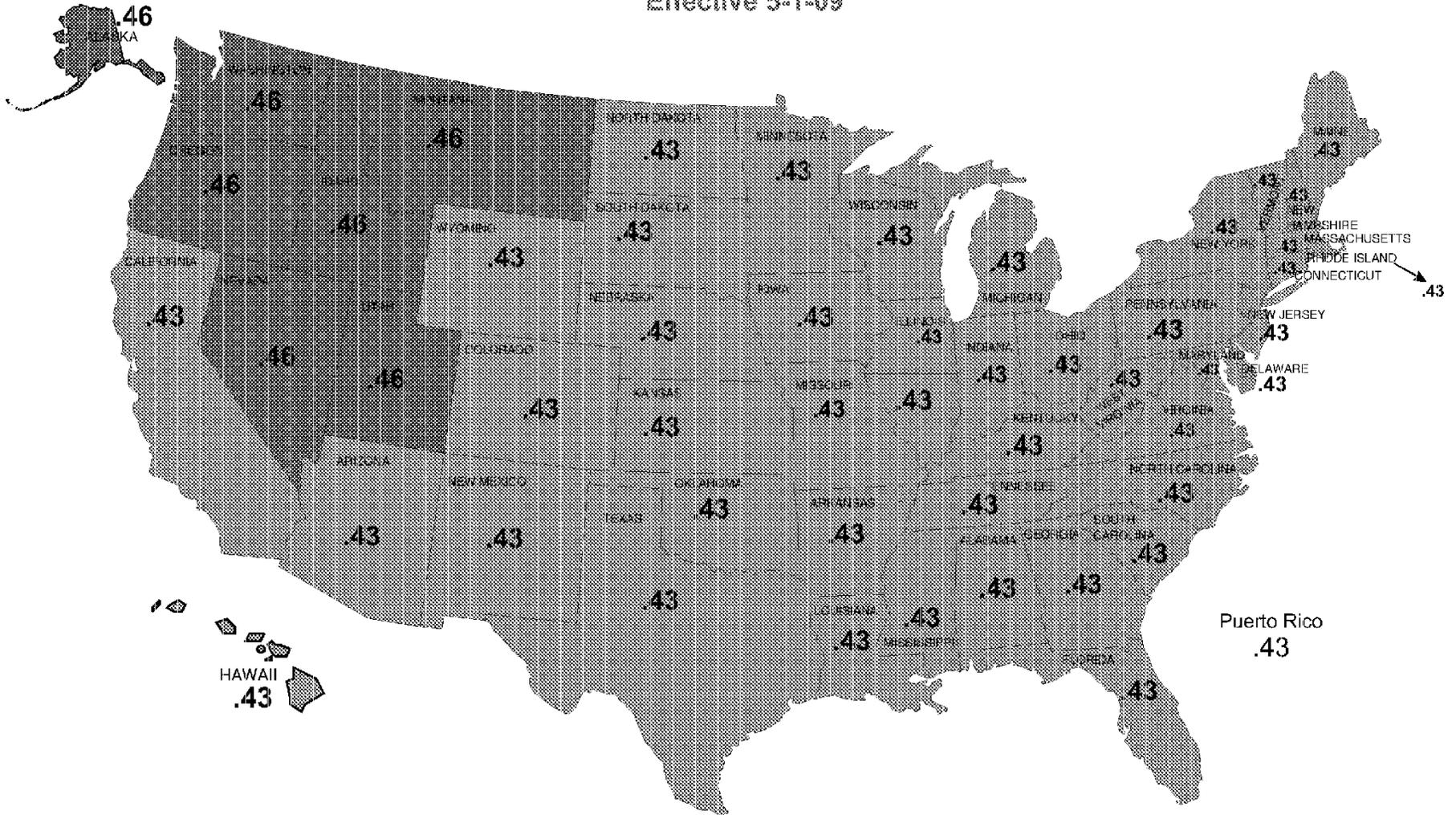
*Richard S Tatman*

**VP & GM - Tyler/Union**  
(903) 882-2440  
[rick.tatman@tylerunion.com](mailto:rick.tatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)



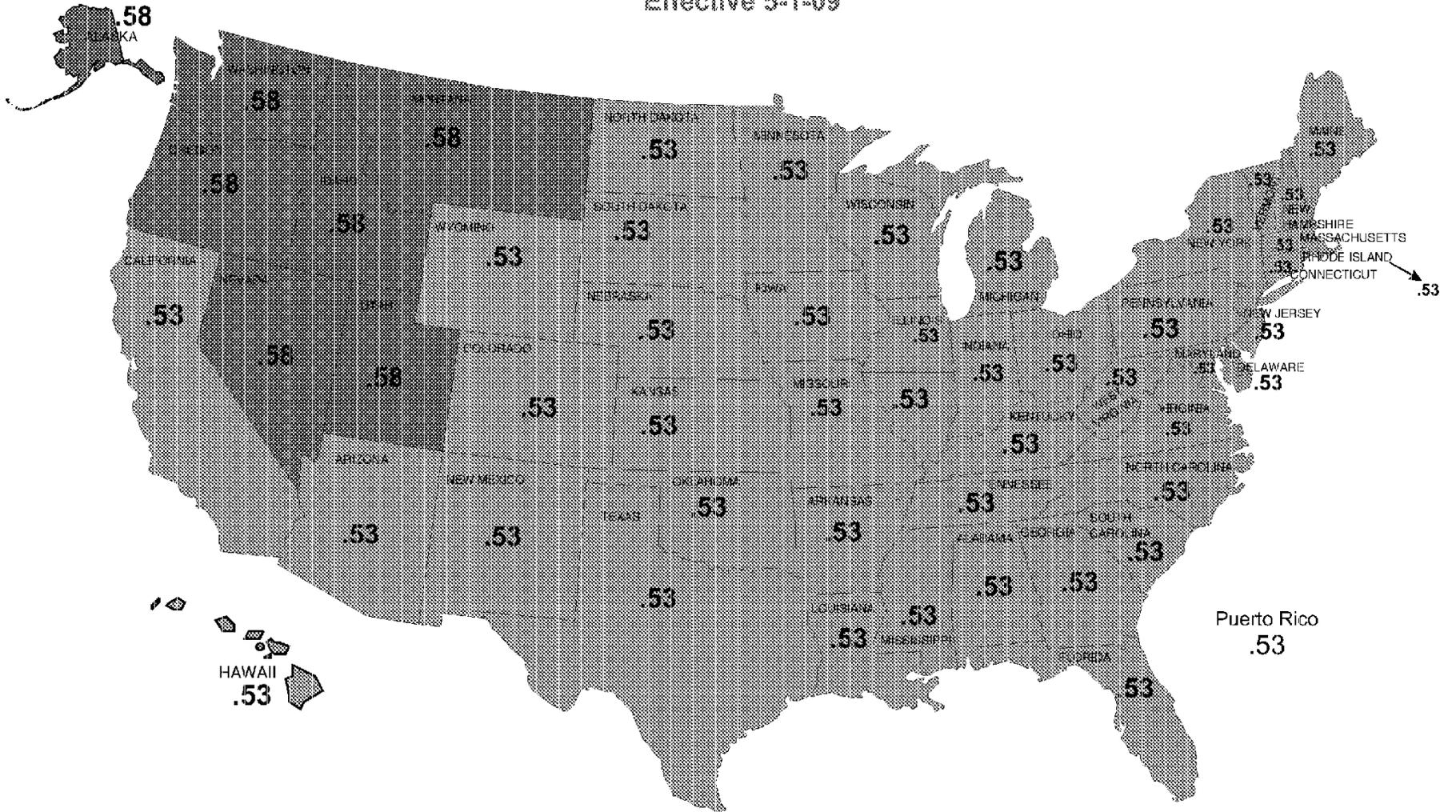
# Domestic Fittings (3" - 12") Multiplier Map LP-5091

Effective 5-1-09



# Domestic Fittings (14" - 24") Multiplier Map LP-5091

Effective 5-1-09



report of blended fitting sales analysis- State

State	NOVEMBER 2009						PRIOR 3 MONTH AVERAGE					
	Current Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced	Average Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced
NV	.32	\$9,887	\$41,909	.237	74%	4	.320	\$39,783	\$181,271	.248	76%	18
UT	.46	\$30,726	\$92,183	.333	72%	10	.460	\$152,803	\$431,285	.354	76%	50
SC	.25	\$74,938	\$337,974	.221	88%	34	.250	\$221,349	\$1,010,521	.219	87%	104
AL	.25	\$244,191	\$1,109,184	.220	88%	116	.250	\$864,749	\$3,914,784	.220	88%	410
AZ	.28	\$84,893	\$347,520	.243	86%	38	.280	\$271,677	\$1,082,792	.250	89%	123
OR	.32	\$55,822	\$190,133	.293	91%	20	.320	\$278,296	\$953,884	.291	90%	105
PA	.40	\$58,011	\$159,747	.363	90%	17	.400	\$170,321	\$470,805	.361	90%	53
WA	.32	\$80,117	\$274,089	.292	91%	27	.320	\$231,104	\$794,033	.291	90%	86
MS	.25	\$38,914	\$167,542	.232	92%	19	.250	\$89,708	\$390,504	.229	91%	45
CO	.25	\$68,350	\$283,952	.240	96%	28	.250	\$303,794	\$1,305,743	.232	92%	133
FL	.25	\$482,128	\$2,068,624	.233	93%	226	.250	\$1,482,576	\$6,360,523	.233	93%	703
IA	.25	\$32,328	\$140,997	.229	91%	14	.250	\$138,049	\$590,683	.233	93%	66
LA	.25	\$64,450	\$268,951	.239	95%	31	.250	\$195,681	\$833,473	.234	93%	95
VA	.25	\$77,256	\$326,437	.236	94%	36	.250	\$242,136	\$1,033,160	.234	93%	117
CA	.28	\$305,999	\$1,157,292	.264	94%	130	.280	\$933,049	\$3,520,943	.264	94%	396
GA	.25	\$81,990	\$347,178	.236	94%	40	.250	\$305,972	\$1,291,150	.236	94%	149
KY	.25	\$40,910	\$170,571	.239	95%	19	.250	\$152,912	\$645,615	.236	94%	74
NC	.25	\$84,252	\$361,337	.233	93%	40	.250	\$265,926	\$1,128,893	.235	94%	124
OH	.25	\$64,181	\$267,277	.240	96%	28	.250	\$203,817	\$852,244	.239	95%	93
MD	.25	\$26,420	\$118,428	.239	95%	13	.250	\$130,930	\$544,939	.240	96%	61
MO	.25	\$72,025	\$308,385	.233	93%	35	.250	\$261,557	\$1,086,288	.240	96%	121
NM	.25	\$16,977	\$78,700	.241	96%	9	.250	\$73,722	\$304,430	.242	96%	34
TN	.25	\$107,494	\$443,910	.242	96%	50	.250	\$338,481	\$1,399,456	.240	96%	158
TX	.25	\$535,623	\$2,206,623	.242	96%	249	.250	\$1,408,216	\$5,804,089	.242	96%	655
ID	.32	\$17,345	\$51,265	.319	99%	6	.320	\$118,011	\$376,117	.313	97%	13
OK	.25	\$57,536	\$237,964	.241	96%	24	.250	\$129,357	\$528,490	.244	97%	57
WV	.25	\$22,502	\$95,718	.236	94%	11	.250	\$53,021	\$217,394	.243	97%	25
IL	.25	\$106,368	\$436,129	.243	97%	48	.250	\$326,114	\$1,331,263	.246	98%	149
IN	.25	\$34,459	\$139,896	.246	98%	16	.250	\$175,743	\$712,602	.246	98%	81
KS	.25	\$15,826	\$63,660	.246	99%	6	.250	\$104,667	\$426,084	.245	98%	46
NE	.25	\$7,036	\$28,689	.245	98%	3	.250	\$29,063	\$117,931	.246	98%	13
AK	.32	\$5,518	\$17,246	.319	99%	1	.320	\$6,667	\$20,835	.319	99%	2
AR	.25	\$22,057	\$89,346	.246	98%	9	.250	\$71,225	\$287,087	.248	99%	31
DE	.25	\$5,192	\$20,771	.249	99%	2	.250	\$24,488	\$98,242	.249	99%	11
MA	.25	\$19,852	\$79,410	.249	99%	9	.250	\$46,790	\$187,482	.249	99%	21
ME		\$	\$	.000			.250	\$789	\$3,077	.249	99%	
MT	.32	\$492	\$1,538	.319	99%		.320	\$8,168	\$25,521	.319	99%	2
ND	.25	\$17,938	\$71,752	.250	100%	7	.250	\$87,821	\$351,206	.249	99%	39
NH	.25	\$8,715	\$34,861	.249	99%	4	.250	\$10,773	\$43,093	.249	99%	4
NJ	.25	\$10,940	\$43,762	.249	99%	4	.250	\$22,681	\$90,761	.249	99%	9
NY	.25	\$8,533	\$35,138	.242	96%	4	.250	\$36,226	\$153,910	.248	99%	17
RI	.25	\$1,800	\$7,200	.250	100%		.250	\$4,427	\$17,711	.249	99%	2
SD	.25	\$11,751	\$47,004	.250	100%	5	.250	\$64,909	\$339,639	.249	99%	35
WY	.25	\$332	\$1,330	.249	99%		.250	\$6,850	\$27,403	.249	99%	2
HI	.28	\$50,744	\$181,230	.279	99%	20	.280	\$143,248	\$506,705	.282	100%	57

Confidential

TU-FTC-0249667

report of blended fitting sales analysis- State

State	Current Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced
MI	.25	\$693	\$2,773	.249	99%		.250	\$20,001	\$79,823	.250	100%	8
MN	.25	\$22,584	\$90,336	.250	100%	9	.250	\$163,495	\$652,163	.250	100%	67
VT		\$	\$	.000			.250	\$330	\$1,320	.250	100%	
WI	.25	\$28,409	\$115,367	.246	98%	13	.250	\$82,414	\$328,722	.250	100%	36
ALL	0.263	\$3,218,386	\$13,164,020	0.244	93%	1,434		\$10,516,079	\$42,838,299	0.245	93%	4,730

Confidential

TU-FTC-0249668

report of blended fitting sales analysis- State

State	PRIOR 3 MONTH AVERAGE						Potential Price Increase			
	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced	New Published	% Change	Recast% of Published	Price Change Logic
NV	.320	\$39,793	\$161,271	.249	76%	18	0.28	-12.5%	37.0%	< 90% of Published prior 3 months
UT	.460	\$152,803	\$431,285	.354	76%	50	0.46	0.0%	77.0%	Protect UT Domestic Market
SC	.250	\$221,349	\$1,010,521	.219	87%	104	0.25	0.0%	87.6%	95% or Less prior 3 months
AL	.250	\$864,749	\$3,914,784	.220	88%	410	0.25	0.0%	88.0%	95% or Less prior 3 months
AZ	.280	\$271,677	\$1,082,792	.250	89%	123	0.28	0.0%	89.3%	95% or Less prior 3 months
OR	.320	\$278,296	\$653,884	.291	90%	105	0.32	0.0%	90.6%	95% or Less prior 3 months
PA	.400	\$170,321	\$470,605	.361	90%	53	0.40	0.0%	90.3%	Protect PA Domestic Market
WA	.320	\$231,104	\$794,033	.291	90%	86	0.32	0.0%	90.6%	95% or Less prior 3 months
MS	.250	\$89,708	\$390,504	.229	91%	45	0.25	0.0%	91.6%	95% or Less prior 3 months
CO	.250	\$303,794	\$1,305,743	.232	92%	133	0.25	0.0%	92.8%	95% or Less prior 3 months
FL	.250	\$1,482,576	\$6,360,523	.233	93%	703	0.25	0.0%	93.2%	95% or Less prior 3 months
IA	.250	\$138,049	\$590,683	.233	93%	66	0.25	0.0%	93.2%	95% or Less prior 3 months
LA	.250	\$195,681	\$833,473	.234	93%	95	0.25	0.0%	93.6%	95% or Less prior 3 months
VA	.250	\$242,136	\$1,033,180	.234	93%	117	0.25	0.0%	93.6%	95% or Less prior 3 months
CA	.280	\$933,049	\$3,520,943	.264	94%	396	0.28	0.0%	94.3%	95% or Less prior 3 months
GA	.250	\$305,972	\$1,291,150	.236	94%	149	0.25	0.0%	94.4%	95% or Less prior 3 months
KY	.250	\$152,912	\$645,615	.236	94%	74	0.25	0.0%	94.4%	95% or Less prior 3 months
NC	.250	\$285,926	\$1,128,893	.235	94%	124	0.25	0.0%	94.0%	95% or Less prior 3 months
OH	.250	\$203,817	\$852,244	.239	95%	93	0.25	0.0%	95.6%	95% or Less prior 3 months
MD	.250	\$130,930	\$544,939	.240	96%	61	0.26	4.0%	92.3%	96% to 97% prior 3 months
MO	.250	\$261,567	\$1,086,288	.240	96%	121	0.26	4.0%	92.3%	96% to 97% prior 3 months
NM	.250	\$73,722	\$304,430	.242	96%	34	0.26	4.0%	93.1%	96% to 97% prior 3 months
TN	.250	\$336,461	\$1,399,456	.240	96%	158	0.26	4.0%	92.3%	96% to 97% prior 3 months
TX	.250	\$1,408,216	\$5,804,089	.242	96%	655	0.26	4.0%	93.1%	96% to 97% prior 3 months
ID	.320	\$118,011	\$376,417	.313	97%	13	0.32	0.0%	87.8%	Already 0.32
OK	.250	\$129,357	\$528,490	.244	97%	57	0.28	4.0%	93.8%	96% to 97% prior 3 months
WV	.250	\$53,021	\$217,394	.243	97%	25	0.26	4.0%	93.5%	96% to 97% prior 3 months
IL	.250	\$328,114	\$1,331,263	.246	98%	149	0.27	8.0%	91.1%	96% or Greater prior 3 months
IN	.250	\$175,743	\$712,602	.246	98%	81	0.27	8.0%	91.1%	96% or Greater prior 3 months
KS	.250	\$104,867	\$428,094	.245	98%	46	0.27	8.0%	90.7%	96% or Greater prior 3 months
NE	.250	\$29,083	\$117,931	.246	98%	13	0.27	8.0%	91.1%	96% or Greater prior 3 months
AK	.320	\$6,667	\$20,835	.319	99%	2	0.32	0.0%	96.7%	Already 0.32
AR	.250	\$71,225	\$287,087	.248	99%	31	0.27	8.0%	91.9%	96% or Greater prior 3 months
DE	.250	\$24,488	\$98,242	.249	99%	11	0.27	8.0%	92.2%	96% or Greater prior 3 months
MA	.250	\$46,790	\$187,482	.249	99%	21	0.27	8.0%	92.2%	96% or Greater prior 3 months
ME	.250	\$769	\$3,077	.249	99%	1	0.27	8.0%	92.2%	96% or Greater prior 3 months
MT	.320	\$8,168	\$25,521	.319	99%	2	0.32	0.0%	99.7%	Already 0.32
ND	.250	\$97,021	\$351,236	.249	99%	39	0.27	0.0%	92.2%	96% or Greater prior 3 months
NH	.250	\$10,773	\$43,093	.249	99%	4	0.27	8.0%	92.2%	96% or Greater prior 3 months
NJ	.250	\$22,661	\$90,761	.249	99%	9	0.27	8.0%	92.2%	96% or Greater prior 3 months
NY	.250	\$36,226	\$153,910	.248	99%	17	0.27	8.0%	91.9%	96% or Greater prior 3 months
RI	.250	\$4,427	\$17,711	.249	99%	2	0.27	8.0%	92.2%	96% or Greater prior 3 months
SD	.250	\$84,909	\$339,639	.249	99%	36	0.27	8.0%	92.2%	96% or Greater prior 3 months
WY	.250	\$6,850	\$27,403	.249	99%	2	0.27	8.0%	92.2%	96% or Greater prior 3 months
HI	.280	\$143,246	\$506,705	.262	100%	57	0.28	0.0%	100.7%	Align with CA

Confidential

TU-FTC-0249669

report of blended fitting sales analysis- State

MI	.250	\$20,001	\$79,823	.250	100%	8	0.27	8.0%	92.6%	98% or Greater prior 3 months
MN	.250	\$163,465	\$652,163	.250	100%	67	0.27	8.0%	92.6%	98% or Greater prior 3 months
VT	.250	\$330	\$1,320	.250	100%		0.27	8.0%	92.6%	98% or Greater prior 3 months
WI	.250	\$82,414	\$328,722	.250	100%	36	0.27	8.0%	92.6%	98% or Greater prior 3 months
ALL		\$10,516,079	\$42,838,299	0.245	#REF!	4,730	Net Change	1.3%		

Confidential

TU-FTC-0249670

report of blended fitting sales analysis homeoffic

Account	Customer	NOVEMBER 2009				PRIOR 3 MONTH AVERAGE				
		Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Average
112541	FERGUSON ENTERPRISES	\$4,573,212	.239	95%	510	.259	\$3,327,907	\$13,728,903	.242	93%
136980	HD SUPPLY WATERWORKS	\$1,614,155	.243	97%	179	.255	\$1,568,700	\$6,532,767	.240	94%
106079	C & B PIPING INC	\$936,645	.217	86%	96	.250	\$724,567	\$3,326,230	.217	86%
109720	CUSTOM FAB INC	\$775,967	.241	96%	84	.250	\$671,063	\$2,795,723	.240	96%
120906	MAINLINE SUPPLY CO	\$564,415	.236	94%	65	.250	\$409,757	\$1,743,413	.235	94%
111194	WINWHOLESALE COMPANIES	\$345,999	.235	94%	39	.250	\$290,336	\$1,200,016	.242	96%
115260	HAYES PIPE SPLY INC	\$197,415	.244	97%	22	.250	\$185,872	\$762,177	.243	97%
112986	FOWLER CO INC H D	\$267,234	.279	87%	26	.320	\$219,439	\$786,757	.278	86%
139691	WESTERN WATER WORKS	\$187,707	.279	99%	21	.280	\$143,563	\$512,728	.279	99%
109131	CONSOLIDATED SUPPLY CO/WIT	\$84,754	.308	99%	10	.313	\$148,345	\$490,181	.302	99%
131026	ROBERTS & BRUNE CO	\$85,615	.234	83%	9	.280	\$115,131	\$493,615	.238	85%
127791	PACE SUPPLY CORP	\$134,382	.232	82%	15	.280	\$105,941	\$448,551	.236	84%
136906	TRUMBULL INDUSTRIES	\$76,010	.361	97%	8	.348	\$114,901	\$372,887	.308	88%
123487	MOUNTAINLAND PIPE & PLUMBING	\$17,563	.359	78%	2	.460	\$120,947	\$335,966	.359	73%
138113	WATER PRODUCTS OF OKLA	\$65,078	.249	99%	6	.250	\$84,802	\$341,412	.248	99%
137169	UNITED PIPE & SPLY INC	\$61,510	.318	99%	6	.320	\$96,290	\$308,263	.312	97%
117605	ILLINOIS METER INC	\$149,575	.232	92%	15	.250	\$70,098	\$292,039	.240	96%
123206	MORRISON SUPPLY CO	\$115,856	.250	100%	12	.250	\$59,718	\$238,873	.249	99%
137452	UTILITY SPLY CO	\$39,902	.249	99%	4	.250	\$59,358	\$237,925	.249	99%
133516	SOUTHERN UTILITY SUPPLY	\$183,397	.213	85%	17	.250	\$54,670	\$257,798	.212	84%
103495	BAKER UTILITY SUPPLY CORP	\$66,268	.239	95%	7	.250	\$52,819	\$220,817	.239	95%
113057	G & C SUPPLY CO INC	\$124,890	.249	99%	14	.250	\$53,220	\$213,007	.249	99%
114839	HAJOCA CORP	\$69,581	.333	85%	7	.328	\$60,221	\$210,322	.286	87%
110719	D ANGELO CO INC J W	\$193,293	.265	94%	21	.280	\$51,228	\$193,293	.265	94%
110718	D ANGELO CO INC J W	\$393	.279	99%		.280	\$52,398	\$188,651	.277	98%
109261	CROIX WATER PRODUCTS	\$92,532	.279	99%	10	.280	\$52,277	\$198,704	.279	99%
122116	METRO-TEX FAB INC	\$65,002	.229	91%	9	.250	\$36,416	\$176,968	.217	86%
100096	A & B PIPE & SUPPLY CO	\$68,658	.241	96%	7	.250	\$43,841	\$182,397	.240	96%
137150	UNDERGROUND UTILITY SUPPLY	\$92,534	.249	99%	10	.250	\$43,813	\$175,255	.249	99%
137508	VELLANO BROS INC	\$27,366	.206	82%	3	.250	\$39,507	\$166,670	.237	94%
114256	GROENIGER & CO/HAYWARD	\$68,103	.256	91%	9	.280	\$46,653	\$173,867	.268	95%
135650	SUMMIT SUPPLY	\$133,889	.249	99%	13	.250	\$45,914	\$183,926	.249	99%
131831	SCHIMBERG CO	\$7,217	.249	99%		.250	\$36,384	\$149,385	.243	97%
137443	UTILITY PIPE SALES CO	\$36,293	.242	96%	4	.250	\$39,161	\$161,041	.243	97%
118135	INLAND WATER WKS SPLY	\$31,071	.279	98%	3	.280	\$42,610	\$152,179	.279	98%
114025	GRAND JUNCTION P & S	\$28,922	.249	99%	3	.250	\$38,241	\$152,968	.249	99%
100855	AMERICAN MUNICIPAL SPLY	\$13,448	.230	92%	1	.250	\$30,665	\$133,179	.230	92%
123521	MUNICIPAL SUPPLY INC	\$93,975	.235	94%	9	.250	\$33,494	\$140,030	.230	95%
122470	MIDWEST MUNICIPAL SUPPLY	\$30,532	.250	100%	3	.250	\$32,560	\$130,378	.249	99%
139630	WALTER A WOOD SUPPLY CO	\$31,566	.249	99%	3	.250	\$33,846	\$135,393	.249	99%
119132	DANA KEPNER CO INC	\$22,513	.273	105%	2	.275	\$37,643	\$136,275	.276	100%
118240	ISI HAWAII WATER SOLUTIONS	\$62,798	.279	99%	6	.280	\$40,054	\$140,172	.285	101%
123640	MUNICIPAL WATER WORKS SPLY	\$45,566	.249	99%	4	.250	\$32,282	\$129,453	.249	99%
118775	OKLAHOMA CONTRACTORS SPLY	\$49,445	.249	99%	5	.250	\$32,424	\$129,696	.250	100%
122311	MID-AMERICAN WATER INC	\$45,822	.249	99%	5	.250	\$26,413	\$106,656	.247	98%

Confidential

TU-FTC-0249671

report of blended fitting sales analysis homeoffic

Account	Tonnage Invoiced
112541	1,553
136900	718
106079	344
109720	305
120906	192
111194	134
115260	85
112986	83
138691	58
109131	55
131026	53
127791	49
136906	40
123497	36
138113	36
137169	35
117805	31
123206	27
137452	27
133516	25
103495	24
113057	24
114839	23
110719	21
110718	21
109261	21
122116	20
100096	20
137150	20
137508	19
114256	19
135650	18
131831	17
137443	17
118135	17
114025	16
100855	15
123521	15
122470	15
139630	15
119132	15
118240	15
123640	14
118775	14
122311	12

Confidential

TU-FTC-0249672

report of blended fitting sales analysis homeoffice

Account	Customer	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Average
136970	UNDERGROUND PIPE & VALVE	\$ 000				.250	\$29,166	\$117,882	.247	98%
112484	FAST FABRICATORS INC	\$35,059	259	103%	4	.253	\$29,647	\$114,838	.257	101%
119665	L-B WTR SERVICE INC	\$28,759	264	101%	3	.263	\$31,142	\$111,052	.290	106%
109114	CONSOLIDATED P & S	\$5,740	250	100%		.250	\$26,977	\$108,150	.249	99%
115700	HI LINE SUPPLY CO	\$22,417	249	99%	2	.250	\$27,336	\$109,346	.249	99%
136972	UNDERGROUND PIPE & VALVE	\$31,040	250	100%	3	.250	\$24,059	\$96,239	.249	99%
135641	SUMMIT PIPE & SUPPLY	\$47,623	249	99%	5	.250	\$23,475	\$93,900	.250	100%
102185	ATLAS UTILITY SUPPLY	\$4,584	250	100%		.250	\$18,563	\$76,120	.243	97%
100248	ACT PIPE & SPLY	\$30,303	245	98%	3	.250	\$20,492	\$82,266	.249	99%
102150	ATLANTIC SPLY & EQUIP	\$4,667	249	99%		.250	\$20,812	\$83,249	.249	99%
108810	COBURNS SPLY CO INC	\$14,327	249	99%	1	.250	\$21,430	\$85,723	.249	99%
131903	SCHOLZEN PRODUCTS CO INC	\$69,831	319	69%	8	.460	\$22,345	\$69,831	.319	69%
109142	CONSTRUCTION SITE SERVICES	\$12,228	250	100%	1	.250	\$17,352	\$69,409	.249	99%
118052	INDL UNDERGROUND/ISO IND LLC	\$58,690	249	99%	5	.250	\$21,927	\$87,709	.249	99%
129482	PLUMBERS SPLY CO INC	\$17,881	249	99%	1	.250	\$18,387	\$73,550	.249	99%
138025	WATER & SEWER SUPPLY INC	\$225	248	99%		.250	\$20,074	\$80,438	.249	99%
138160	KENNEDY CULVERT	\$17,862	249	99%	1	.255	\$23,484	\$80,178	.292	114%
136562	THORNBURG CO INC CI	\$61,044	229	91%	7	.250	\$14,688	\$63,763	.230	92%
101645	ARKANSAS WATER PRODUCTS LLC	\$32,393	247	98%	3	.250	\$17,377	\$70,416	.246	98%
100870	AMERICAN PIPE & SUPPLY	\$4,006	249	99%		.250	\$17,797	\$71,203	.249	99%
123387	MOUNTAIN STATES P & S	\$33,359	249	99%	3	.250	\$18,659	\$75,058	.248	99%
129210	PLANT & FLANGED EQUIP	\$28,553	249	99%	3	.250	\$16,595	\$66,397	.249	99%
129273	PLASTIC WHOLESALE FLBG INC	\$25,322	249	99%	2	.250	\$15,547	\$62,190	.249	99%
105704	BUCKEYE STATE PIPE & SPLY	\$10,274	249	99%	1	.250	\$15,018	\$60,075	.249	99%
110734	DAKOTA SUPPLY GROUP	\$6,822	249	99%		.250	\$13,728	\$54,914	.249	99%
119090	KENDALL SUPPLY INC	\$4,355	249	99%		.250	\$14,201	\$56,806	.249	99%
120901	JOHN ROADLEY & SONS INC	\$21,924	250	100%	2	.250	\$13,931	\$55,727	.249	99%
122261	MICHIGAN PIPE & VALVE INC	\$2,773	249	99%		.250	\$13,387	\$53,551	.249	99%
118610	IDAHO MANAGEMENT SERVICES	\$2,156	299	103%		.259	\$16,049	\$61,612	.260	100%
132754	SCHULTE SUPPLY	\$1,257	249	99%		.250	\$10,687	\$46,419	.220	88%
105425	DRWCOC PIPE & SPLY CO INC	\$18,230	229	91%	2	.250	\$11,269	\$46,096	.229	91%
107640	CI MSCO INC	\$44,659	249	99%	5	.250	\$11,164	\$44,659	.249	99%
112060	ENGINEERING & EQUIP CO	\$30,929	249	99%	3	.250	\$12,191	\$46,765	.249	99%
138020	WATER & SEWER PRODUCTS	\$21,121	249	99%	2	.250	\$13,190	\$52,763	.249	99%
104885	BLACKMAN CORP	\$26,483	240	96%	3	.250	\$8,672	\$35,695	.242	96%
105411	BRENT MATERIAL COMPANY	\$33,327	249	99%	3	.250	\$10,116	\$40,467	.249	99%
111210	DIXIE UTILITY SPLY INC	\$5,960	250	100%		.250	\$10,101	\$40,405	.249	99%
115170	HAWAII IRR SPLY CO INC	\$ 000				.280	\$11,900	\$42,502	.279	99%
137875	WALLER'S METER & WWS	\$16,896	250	100%	2	.250	\$8,322	\$33,280	.249	99%
130516	RARITAN SUPPLY COMPANY	\$4,674	249	99%		.250	\$8,998	\$35,992	.250	100%
136975	US CONSTRUCTION SUPPLY CORP	\$6,237	249	99%		.250	\$6,432	\$27,019	.238	95%
108620	COI FMAN FNTRFRISFS	\$23,594	249	99%	2	.250	\$7,901	\$31,605	.249	99%
120655	MAON SUPPLY CO	\$6,206	249	99%		.250	\$7,090	\$28,362	.249	99%
122646	MINNESOTA PIPE & EQUIP	\$11,026	250	100%	1	.250	\$9,035	\$36,141	.249	99%
130332	R & D MECHANICAL SPLY INC	\$29,104	279	99%	3	.280	\$8,213	\$29,335	.279	99%
138325	WELLS SUPPLY COMPANY	\$8,992	279	99%	1	.280	\$7,548	\$26,958	.279	99%

Confidential

TU-FTC-0249673

report of blended fitting sales analysis homeoffic

Account	Tonnage Invoiced
136970	12
112484	12
119665	12
109114	11
115700	11
136972	10
135641	10
102185	9
100248	9
102150	9
108810	9
131903	8
109142	8
118052	8
129482	6
138025	6
138160	6
136562	7
101645	7
100870	7
123387	7
129210	7
129275	7
105704	6
110734	6
119090	6
120901	6
122261	6
118610	6
132754	5
105425	5
107640	5
112060	5
138020	5
104885	4
105411	4
111210	4
115170	4
137875	4
130516	4
136975	3
108620	3
120655	3
122646	3
130332	3
138325	3

Confidential

TU-FTC-0249674

report of blended fitting sales analysis homeoffic

Account	Customer	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Average
139964	ZIMMER & FRANCESCON	\$9,190	.249	99%	1	.250	\$8,028	\$32,115	.249	99%
119790	LANIER MUNICIPAL SPLY	\$236	.250	100%		.250	\$6,897	\$27,588	.250	100%
131390	SALINA SPLY	\$6,934	.249	99%		.250	\$7,047	\$28,188	.250	100%
138642	OLDCASTLE PRECAST-UTAH DIST	\$	.000			.460	\$7,458	\$20,719	.359	78%
112467	FARNSWORTH WHOLESale	\$22,919	.251	89%	2	.280	\$5,764	\$22,919	.251	89%
112411	FAMCON PIPE & SUPPLY	\$5,717	.279	99%		.280	\$6,925	\$24,733	.279	99%
118255	J & J MUNICIPAL SPLY INC	\$	.000			.250	\$5,003	\$20,014	.249	99%
118512	JOHNSON LAB & SPLY INC	\$19,700	.250	100%	2	.250	\$6,722	\$26,891	.249	99%
136377	TEXAS METER & SEWER	\$3,660	.250	100%		.250	\$5,562	\$22,210	.249	99%
137442	UTILITY EQUIP CO	\$1,218	.249	99%		.250	\$4,446	\$17,785	.249	99%
138080	WATER PROD OF ILL	\$	.000			.250	\$4,885	\$19,543	.249	99%
138130	WATERWORKS IND INC	\$1,330	.249	99%		.250	\$5,426	\$21,707	.249	99%
104921	BLAIR SUPPLY	\$	.000			.250	\$4,985	\$19,940	.250	100%
130120	H R PRESCOTT & SONS	\$20,332	.250	100%	2	.250	\$5,083	\$20,332	.250	100%
126384	TEXAS WATER PRODUCTS	\$11,303	.249	99%	1	.250	\$4,521	\$18,084	.250	100%
122750	MOCOROA & CASTELLANOS	\$	.000			.250	\$2,309	\$10,268	.224	89%
104346	BELL SPLY CO INC	\$13,373	.249	99%	1	.250	\$3,912	\$15,650	.249	99%
104801	BIG COUNTRY WATERWORKS SPLY	\$8,480	.250	100%		.250	\$3,170	\$12,682	.249	99%
106406	CALHOUN METER CO	\$	.000			.250	\$3,303	\$13,213	.249	99%
112184	ERB CO INC	\$145	.248	99%		.250	\$2,487	\$9,949	.249	99%
112480	FARGO WTR EQUIPMENT CO	\$	.000			.250	\$2,598	\$10,386	.249	99%
112520	FAULKNER PIPE CO INC	\$3,230	.249	99%		.250	\$3,368	\$13,475	.249	99%
120615	M J PIPE SPLY CORP	\$4,006	.249	99%		.250	\$3,239	\$12,357	.249	99%
125492	NATIONAL WHOLESale SUPPLY INC	\$2,295	.249	99%		.250	\$3,951	\$15,908	.249	99%
129055	PIONEER SUPPLY CO	\$2,980	.250	100%		.250	\$2,843	\$11,375	.249	99%
136610	TITAN PIPE & SPLY CO INC	\$8,954	.249	99%	1	.250	\$2,238	\$8,954	.249	99%
100549	ALL-TEX PIPE & SUPPLY INC	\$	.000			.250	\$3,842	\$15,368	.250	100%
106251	C WELLS PIPELINE MATERIALS INC	\$3,856	.279	99%		.280	\$3,087	\$11,025	.280	100%
111700	EAGLE WHOLESale SUPPLY INC	\$2,372	.250	100%		.250	\$3,023	\$12,092	.250	100%
132967	SMITH & LOVELSS	\$984	.250	100%		.250	\$2,537	\$10,148	.250	100%
136649	ZIEDELL WATER SERVICE	\$14,047	.249	99%	1	.250	\$4,313	\$17,252	.250	100%
135682	SUNSTATE METER & SUPPLY INC	\$	.000			.250	\$775	\$3,336	.232	92%
102145	ATLANTIC PLUMBING SUPPLY	\$	.000			.250	\$990	\$3,996	.247	98%
105714	BUDGE MCHUGH SPLY CO	\$	.000			.320	\$34	\$108	.314	98%
137506	VANDER LIND & SON R	\$	.000			.250	\$58	\$235	.246	98%
101000	AMERIPIPE SUPPLY INC	\$	.000			.250	\$213	\$853	.249	99%
104216	BAY STATE WATER WORKS	\$	.000			.250	\$1,976	\$7,908	.249	99%
104500	BENMARK SUPPLY CO INC	\$	.000			.250	\$201	\$803	.249	99%
108530	CLOW-RODGERS INC	\$1,563	.249	99%		.250	\$290	\$1,563	.249	99%
108621	CLOWE & COWAN E P INC	\$	.000			.250	\$1,556	\$6,225	.249	99%
111075	DELTA MUNICIPAL SUPPLY CO INC	\$1,704	.250	100%		.250	\$866	\$3,467	.249	99%
112030	FMP/RF PIPE & SPLY CO	\$204	.250	100%		.250	\$997	\$3,969	.249	99%
112670	FIRST SUPPLY GROUP LLC	\$	.000			.250	\$1,504	\$6,018	.249	99%
118260	J & R SUPPLY INC	\$	.000			.250	\$1,354	\$5,416	.249	99%
120208	LEWIS-SMITH SPLY CO	\$	.000			.250	\$247	\$989	.249	99%
127811	PACIFIC PIPELINE SUPPLY	\$1,174	.279	99%		.280	\$328	\$1,174	.279	99%

Confidential

TU-FTC-0249675

report of blended fitting sales analysis homeoffic

Account	Tonnage Invoiced
139964	3
119790	3
131390	3
138642	2
112467	2
112411	2
118255	2
118512	2
136577	2
137442	2
138080	2
138130	2
104921	2
130120	2
136384	2
122750	1
104346	1
104801	1
106406	1
112184	1
112480	1
112620	1
120615	1
125492	1
129055	1
136610	1
100549	1
106251	1
111700	1
132957	1
136649	1
135682	
102145	
105714	
137506	
101000	
104216	
104500	
108530	
108621	
111075	
112030	
112670	
118260	
120208	
127811	

Confidential

TU-FTC-0249676

report of blended fitting sales analysis homeoffic

Account	Customer	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Average
128749	PERRYSBURG P & S CO	\$1,701	.249	99%		.250	\$425	\$1,701	.249	99%
130116	PRESCOTT INC EVERETT J	\$ .000				.250	\$309	\$1,238	.249	99%
131200	RURAL PIPE & SUPPLY	\$717	.249	99%		.250	\$179	\$717	.249	99%
131325	S & J SUPPLY CO INC	\$2,242	.279	99%		.260	\$927	\$3,311	.279	99%
133760	SPECIALIZED PIPING SYSTEMS	\$1,212	.279	99%		.260	\$339	\$1,212	.279	99%
135677	SUNSHINE ELECT & PLBG SPLY INC	\$ .000				.250	\$1,206	\$4,825	.249	99%
137458	UTILITY SPLY CO	\$8,266	.249	99%		.250	\$2,071	\$6,266	.249	99%
138599	WESTERN NEVADA SPLY	\$3,304	.319	99%		.320	\$1,326	\$4,145	.319	99%
138915	WICHITA PIPE & SPLY CO	\$ .000				.250	\$113	\$455	.248	99%
107105	CENTRAL CLAY PRODUCTS	\$ .000				.400	\$1,716	\$4,290	.400	100%
111216	DIXIE WHOLESAL	\$1,594	.250	100%		.250	\$396	\$1,584	.250	100%
117990	INDEPENDENT WATER WORKS	\$ .000				.250	\$43	\$172	.250	100%
120118	LEE CO THE	\$ .000				.250	\$582	\$2,328	.250	100%
126321	NORTHWEST SUPPLY CO INC	\$ .000				.250	\$65	\$260	.250	100%
130970	RIO GRANDE PUMP & SUPPLY CO	\$ .000				.250	\$691	\$2,784	.250	100%
136429	THE SCRUGGS CO	\$ .000				.250	\$1,242	\$4,968	.250	100%
120775	M & E MANUFACTURING	\$ .000				.250	\$2,007	\$7,848	.255	102%

Confidential

TU-FTC-0249677

report of blended fitting sales analysis homeoffic

Account	Tonnage Invoiced
128749	
130116	
131200	
131325	
133760	
135677	
137456	
138599	
138915	
107105	
111216	
117990	
120118	
126321	
130970	
136429	
120775	

Confidential

TU-FTC-0249678

report of blended fitting sales analysis

State	Account	SFX	Customer	Address	Sales Person	Current Published Multiplier	NOVEMBER 2009		Actual Average Multiplier	Actual % of Published
							Invoice Amount	Invoice @ List		
TX	112541	105	FEI-CORPUS CHRISTI #116 #	CORPUS CHRISTI TX 78405	00041		\$	\$	.000	
UT	131903	005	SCHOLZEN PRODUCTS CO INC + #	HURRICANE UT 84737	00069	.46	\$22,345	\$69,631	.319	69%
CA	131026	015	ROBERTS & BRUNE CO	OAKLEY, CA 94561	00061	.28	\$2,140	\$10,800	.198	70%
NC	120906	020	MAINLINE SUPPLY LLC	INDIAN TRAIL NC 28079	00020		\$	\$	.000	
NV	112541	786	FEI-HENDERSON VVV #1600	HENDERSON NV 89011	00080	.32	\$8,810	\$38,305	.229	71%
WA	136980	351	HD SUPPLY WATERWORKS #301 #	SEATTLE WA 98178-2078	00070	.32	\$50	\$252	.317	99%
CA	131026	020	ROBERTS & BRUNE CO	TRACY CA 95376	00061	.28	\$7,396	\$35,106	.210	75%
SC	136980	853	HD SUPPLY WATERWORKS #554	MYRTLE BEACH SC 29577-6688	00020		\$	\$	.000	
UT	123497	005	MOUNTAINLAND PIPE & PLUMBING #	OREM UT 84058	00060	.46	\$6,329	\$17,583	.359	78%
UT	123497	010	MOUNTAIN STATES SUPPLY #	SALT LAKE CITY UT 84165	00060		\$	\$	.000	
UT	123497	020	MOUNTAIN STATES SUPPLY # +	LAYTON UT 84041	00060		\$	\$	.000	
UT	138842	005	OLDCASTLE PRECAST-UTAH DIST	OGDEN UT 84404	00060		\$	\$	.000	
FL	112541	055	FEI-JAXVILLE WATERWORKS#149 #	JACKSONVILLE FL 32257	00310	.25	\$10,778	\$53,290	.202	80%
OR	109131	032	CONSOLIDATED SUPPLY CO + #	SALEM OR 97302	00070	.32	\$1,263	\$3,964	.319	99%
SC	112541	194	FEI-NO CHARLESTON #1419	NO. CHARLESTON SC 29418	00020	.25	\$3,051	\$15,583	.195	76%
SC	120906	160	MAINLINE SUPPLY CO	MONCKS CORNER SC 29461	00020	.25	\$349	\$1,472	.237	94%
AZ	112541	162	FERGUSON WATERWORKS #3083 #	PHOENIX AZ 85004	00060	.28	\$44,750	\$194,999	.229	81%
CA	127791	010	PACE SUPPLY CORP	SACRAMENTO, CA 95826	00081	.28	\$15,661	\$66,622	.235	83%
GA	120906	185	MAINLINE SUPPLY CO	SUWANEE, GA 30024	00030	.25	\$7,899	\$39,473	.200	80%
CA	112541	213	FEI-STOCKTON #1540	STOCKTON CA 95206	00081	.28	\$5,160	\$22,590	.228	81%
GA	120906	030	MAINLINE SUPPLY LLC	JONESBORO GA 30238	00030	.25	\$3,030	\$15,529	.195	78%
LA	112541	532	FEI-LUSCO #1222 #	METAIRIE LA 70001-5966	00042	.25	\$10,165	\$44,206	.230	92%
SC	133516	010	SOUTHERN UTILITY SUPPLY	NORTH CHARLESTON SC 29418	00020	.25	\$36,893	\$173,256	.212	84%
VA	112541	335	FEI-ROANOKE #808	ROANOKE VA 24018-1524	00020	.25	\$3,544	\$16,987	.209	83%
OR	112986	070	FOWLER CO INC H D #	EUGENE OR 97102	00070	.32	\$20,219	\$74,888	.269	84%
VA	112541	329	FEI-DANVILLE #0535	DANVILLE VA 24541	00020	.25	\$521	\$2,087	.249	99%
CA	127791	005	PACE SUPPLY CORP	SANTA ROSA, CA 95407	00081	.28	\$15,584	\$67,760	.229	81%
PA	114839	225	HAJOCA CORP +	LANSDALE PA 19446	00010	.40	\$22,615	\$67,275	.336	84%
AL	106079		C & B PIPING INC	LEEDS AL 35094	00030	.25	\$203,414	\$936,645	.217	86%
AL	137506	065	VELLANO BROS INC	LINCOLN AL 35096	00030	.25	\$3,781	\$19,554	.193	77%
CO	136980	315	HD SUPPLY WATERWORKS #228 #	DENVER CO 80216	00060	.25	\$20,006	\$90,318	.221	86%
ID	136980	665	HD SUPPLY WATERWORKS #306 #	MERIDIAN ID 83642	00070	.32	\$109	\$392	.278	86%
LA	112541	533	FEI-LUSCO #1224 #	SHREVEPORT LA 71109	00042	.25	\$5,190	\$22,853	.227	90%
NV	119132	060	DANA KEPNER CO INC	HENDERSON, NV 89014	00080		\$	\$	.000	
LX	122116		MELKO-LEX FAB INC #	HOUSTON LX 77017	00041	.25	\$19,550	\$85,002	.229	91%
AZ	112541	127	FEI-CROW CO #3082 #	TUCSON AZ 85706-5805	00080	.28	\$2,880	\$11,121	.258	92%
OR	112986	005	FOWLER CO INC H D #	CLACKAMAS OR 97015	00070		\$	\$	.000	
OR	112986	030	FOWLER CO INC H D	HERMISTON OR 97838	00070		\$	\$	.000	
OR	112986	090	FOWLER CO INC H D #	WILSONVILLE, OR 97070	00070		\$	\$	.000	
OR	136980	645	HD SUPPLY WATERWORKS #311 #+	HILLSBORO OR 97124	00070		\$	\$	.000	
OR	136980	650	HD SUPPLY WATERWORKS #303 +	LAKE OSWEGO OR 97035	00070	.32	\$8,098	\$28,923	.279	87%
PA	136906	030	TRUMBULL INDUSTRIES +	BENTLEYVILLE PA 15314	00010	.40	\$25,905	\$68,233	.379	94%
WA	112541	112	FEI-TACOMA #3156 #	TACOMA WA 98444	00070	.32	\$354	\$1,044	.319	99%
WA	112986	020	FOWLER CO INC H D #	BREMERTON WA 98512	00070		\$	\$	.000	
WA	112986	025	FOWLER CO INC H D #	OLYMPIA WA 98506	00070	.32	\$5,890	\$20,329	.279	87%

report of blended fitting sales analysis

PRIOR 3 MONTH AVERAGE							
State	Tonnage Invoiced	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced
TX		.250	\$190	\$1,083	.171	63%	
UT	8	.460	\$22,345	\$69,631	.319	69%	8
CA	1	.280	\$11,696	\$56,293	.204	72%	6
NC		.250	\$2,609	\$13,665	.188	75%	1
NV	4	.320	\$36,278	\$150,312	.241	75%	17
WA		.320	\$1,148	\$4,712	.243	75%	
CA	3	.280	\$49,239	\$227,992	.215	76%	25
SC		.250	\$22,533	\$115,260	.195	78%	11
UT	2	.460	\$54,864	\$152,402	.359	78%	17
UT		.460	\$51,309	\$142,525	.360	78%	16
UT		.460	\$14,774	\$41,039	.359	78%	4
UT		.460	\$7,458	\$20,719	.359	78%	2
FL	6	.250	\$50,840	\$256,010	.198	79%	29
OR		.320	\$21,251	\$81,853	.259	80%	8
SC	1	.250	\$35,581	\$176,017	.202	80%	17
SC		.250	\$5,685	\$28,142	.202	80%	2
AZ	21	.280	\$104,257	\$451,763	.230	82%	51
CA	7	.280	\$46,675	\$210,756	.230	82%	22
GA	4	.250	\$46,623	\$235,667	.206	82%	25
CA	2	.280	\$24,646	\$105,719	.233	83%	12
GA	1	.250	\$6,907	\$33,182	.208	83%	3
LA	5	.250	\$19,296	\$92,071	.209	83%	9
SC	16	.250	\$47,143	\$225,075	.209	83%	21
VA	1	.250	\$22,322	\$107,189	.208	83%	12
OR	7	.320	\$63,143	\$233,751	.270	84%	24
VA		.250	\$7,045	\$33,250	.211	84%	3
CA	7	.280	\$57,265	\$237,796	.240	85%	26
PA	7	.400	\$33,159	\$97,426	.340	85%	10
AL	96	.250	\$724,567	\$3,326,230	.217	86%	344
AL	2	.250	\$11,764	\$54,778	.215	86%	6
CO	8	.250	\$129,197	\$593,664	.217	86%	57
ID		.320	\$109	\$392	.278	86%	
LA	3	.250	\$35,406	\$162,530	.217	86%	18
NV		.320	\$148	\$531	.278	86%	
LX	9	.250	\$38,416	\$176,968	.217	86%	20
AZ	1	.280	\$19,510	\$79,930	.244	87%	8
OR		.320	\$489	\$1,876	.279	87%	
OR		.320	\$3,122	\$11,151	.279	87%	1
OR		.320	\$4,170	\$14,896	.279	87%	1
OR		.320	\$5,763	\$20,654	.279	87%	2
OR	3	.320	\$22,254	\$79,479	.279	87%	9
PA	7	.400	\$76,552	\$217,669	.351	87%	24
WA		.320	\$10,854	\$38,618	.281	87%	4
WA		.320	\$1,876	\$6,703	.279	87%	
WA	2	.320	\$10,673	\$38,121	.279	87%	4

Confidential

TU-FTC-0249680

report of blended fitting sales analysis

State	Account	SFX	Customer	Address	Sales Person	Current Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published
WA	112986	030	FOWLER CO INC H D #	PACIFIC WA 98047	00070		\$	\$	.000	
WA	112986	035	FOWLER CO INC H D #	YAKIMA WA 98902	00070	.32	\$194	\$694	.279	87%
WA	112986	050	FOWLER CO INC H D #	SPOKANE WA 99212	00070	.32	\$43,257	\$152,007	.284	85%
WA	112986	055	FOWLER CO INC H D #	E WENATCHEE WA 98802	00070		\$	\$	.000	
WA	112986	060	FOWLER CO INC H D #	PASCO WA 99301	00070	.32	\$1,723	\$6,154	.279	87%
WA	136980	387	HD SUPPLY WATERWORKS #587 #	TACOMA WA 98445-1852	00070	.32	\$5,633	\$12,976	.279	87%
WA	136980	620	HD SUPPLY WATERWORKS #507 #	VANCOUVER WA 98662	00070		\$	\$	.000	
WA	136980	920	HD SUPPLY WATERWORKS #586 #	SPOKANE WA 99212	00070		\$	\$	.000	
AL	120906	195	MAINLINE SUPPLY CO	LOXLEY AL 36551	00030	.25	\$3,045	\$13,233	.230	92%
CO	136980	910	HD SUPPLY WATERWORKS #520 #	COLORADO SPRINGS CO 80906-1500	00060		\$	\$	.000	
IL	132754	005	SCHULTE SUPPLY	EDWARDSVILLE IL 62025	00050	.25	\$314	\$1,257	.249	99%
OH	136980	895	HD SUPPLY WATERWORKS #505 #	COLUMBUS OH 43219	00021	.25	\$3,451	\$15,690	.219	87%
OH	136980	915	HD SUPPLY WATERWORKS #504	BATAVIA OH 45103	00021	.25	\$424	\$1,985	.213	85%
OR	112541	529	FEI-SALEM WW #1615 #	SALEM OR 97301-0000	00070		\$	\$	.000	
TN	136980	752	HD SUPPLY WATERWORKS #240	MURFREESBORO TN 37127-5546	00030	.25	\$1,063	\$4,844	.229	91%
AZ	112467	020	FARNSWORTH WHOLESALE	MESA AZ 85210	00060	.28	\$5,764	\$22,919	.251	89%
AZ	136980	945	HD SUPPLY WATERWORKS #526 #	TUCSON AZ 85714	00060	.28	\$6,929	\$27,716	.250	89%
CA	114256	007	GROENIGER & CO #	BAKERSFIELD CA 93308	00060	.28	\$17,352	\$69,238	.250	89%
CO	136980	314	HD SUPPLY WATERWORKS #518	HENDERSON, CO 80640	00060		\$	\$	.000	
FL	136980	874	HD SUPPLY WATERWORKS #577	ORLANDO FL 32805-1012	00310	.25	\$40,833	\$179,515	.227	90%
PR	122750		MOCOROA & CASTELLANOS	GUAYNABO PR 00969	00099		\$	\$	.000	
TX	112541	362	FEI-MUN P&FAB/HOUSTON #1105 #	HOUSTON TX 77020	00041	.25	\$13,953	\$61,114	.228	91%
WA	112986	015	FOWLER CO INC H D #	BELLINGHAM WA 50226	00070	.32	\$67	\$345	.232	70%
AL	137508	085	VELLANO BROTHERS INC	ROBERTSDALE AL 36567	00030	.25	\$842	\$3,662	.229	91%
CA	112541	816	FEI-SACRAMENTO #1423	SACRAMENTO CA 95826	00081	.28	\$14,992	\$59,623	.251	89%
FL	112541	248	FEI-OCALA #1572	OCALA FL 34474	00310	.25	\$10,442	\$47,264	.220	88%
FL	112541	516	FERGUSON WRKS #1212 #	SARASOTA FL 34240	00310	.25	\$10,506	\$46,233	.227	90%
IA	136980	390	HD SUPPLY WATERWORKS #223	GRIMES IA 50111	00050	.25	\$9,818	\$45,906	.213	85%
ID	137169	055	UNITED PIPE & SPLY INC #	TWIN FALLS ID 83301	00070	.32	\$2,896	\$9,051	.319	99%
LA	112541	531	FEI-LUSCO #1221 #	BATON ROUGE LA 70821	00042	.25	\$14,835	\$64,873	.228	91%
OH	136980	870	HD SUPPLY WATERWORKS #506 #	FAIRFIELD OH 45014	00021		\$	\$	.000	
SC	112541	151	FEI-BLUFFTON	BLUFFTON SC 29910	00030	.25	\$5,877	\$26,554	.221	88%
TN	120906	065	MAINLINE SUPPLY CO	MEMPHIS TN 38118	00042	.25	\$16,027	\$72,442	.221	88%
WA	112541	073	FEI-WOODINVILLE #1539 #	WOODINVILLE WA 98072-8787	00070	.32	\$2,062	\$8,445	.319	99%
FL	112541	052	FEI-FT MYERS #127 #	FT MYERS FL 33912	00310	.25	\$6,090	\$26,601	.228	91%
FL	112541	060	FEI-ORLANDO #126 #	ORLANDO FL 32824	00310	.25	\$56,353	\$246,128	.228	91%
FL	112541	062	FEI-PENSACOLA #335 #	PENSACOLA FL 32514	00310	.25	\$1,062	\$4,619	.229	91%
FL	112541	065	FEI-POMPANO BEACH #125 #	POMPANO BEACH FL 33069	00310	.25	\$21,368	\$93,194	.229	91%
FL	112541	070	FEI-TAMPA #4 #	TAMPA FL 33610	00310	.25	\$42,922	\$198,757	.229	91%
FL	112541	193	FEI-FT PIERCE #1730	FT PIERCE FL 34981	00310	.25	\$3,813	\$16,579	.229	91%
FL	112541	197	FEI-TALLAHASSEE #1302	TALLAHASSEE FL 32310	00310	.25	\$1,477	\$6,425	.229	91%
FL	112541	202	FEI-SANFORD WATERWORKS #1113	SANFORD FL 32771-6077	00310	.25	\$6,937	\$30,164	.229	91%
FL	112541	386	FEI-PT CHARLOTTE WW #1705	PORT CHARLOTTE FL 33954	00310	.25	\$401	\$1,796	.223	89%
FL	112541	401	FEI-MELBOURNE WATERWORKS #751	MELBOURNE, FL 32904	00310	.25	\$2,709	\$11,779	.229	91%
FL	112541	482	FEI-PANAMA CITY #426 #	PANAMA CITY FL 32401	00310		\$	\$	.000	
FL	112541	514	FEI-MIAMI #1216 #	MIAMI FL 33157	00310	.25	\$55,833	\$244,141	.228	91%

report of blended fitting sales analysis

State	Tonnage Invoiced	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced
WA		.320	\$6,706	\$23,953	279	87%	2
WA		.320	\$1,398	\$4,993	279	87%	
WA	14	.320	\$81,617	\$290,670	280	87%	29
WA		.320	\$3,340	\$11,918	280	87%	1
WA		.320	\$11,881	\$42,435	279	87%	4
WA	1	.320	\$3,633	\$12,976	279	87%	1
WA		.320	\$266	\$956	279	87%	
WA		.320	\$965	\$3,520	279	87%	
AL	1	.250	\$18,256	\$82,181	222	88%	9
CO		.250	\$17,382	\$78,894	220	88%	7
IL		.250	\$10,687	\$48,419	220	88%	5
OH	2	.250	\$27,285	\$122,335	222	88%	15
OH		.250	\$9,112	\$41,362	220	88%	3
OR		.320	\$29,442	\$104,165	282	88%	12
TN		.250	\$17,653	\$79,603	221	88%	8
AZ	2	.280	\$5,764	\$22,919	251	89%	2
AZ	3	.280	\$35,397	\$141,473	250	89%	16
CA	7	.280	\$17,755	\$70,678	251	89%	7
CO		.250	\$4,798	\$21,509	223	89%	2
FL	17	.250	\$111,877	\$500,280	223	89%	52
PR		.250	\$2,309	\$10,266	224	89%	1
TX	7	.250	\$75,585	\$338,466	223	89%	40
WA		.320	\$10,643	\$37,310	265	89%	4
AL		.250	\$1,282	\$5,658	226	90%	
CA	7	.280	\$16,417	\$64,709	253	90%	7
FL	5	.250	\$25,177	\$111,889	225	90%	12
FL	4	.250	\$69,520	\$305,653	227	90%	31
IA	5	.250	\$70,249	\$310,583	226	90%	34
ID	1	.320	\$11,198	\$36,691	289	90%	4
LA	7	.250	\$37,376	\$164,233	227	90%	19
OH		.250	\$1,005	\$4,464	225	90%	
SC	2	.250	\$13,364	\$58,996	226	90%	5
TN	8	.250	\$19,921	\$86,018	226	90%	10
WA		.320	\$7,688	\$26,539	289	90%	3
FL	3	.250	\$42,133	\$183,376	229	91%	20
FL	24	.250	\$80,670	\$351,489	229	91%	36
FL		.250	\$6,496	\$28,245	229	91%	3
FL	10	.250	\$41,523	\$180,823	229	91%	20
FL	21	.250	\$114,941	\$500,674	229	91%	58
FL	1	.250	\$24,515	\$106,661	229	91%	12
FL		.250	\$3,699	\$16,086	229	91%	1
FL	3	.250	\$16,517	\$71,815	229	91%	8
FL		.250	\$3,808	\$16,606	229	91%	1
FL	1	.250	\$8,667	\$37,773	229	91%	4
FL		.250	\$166	\$722	229	91%	
FL	27	.250	\$110,022	\$479,999	229	91%	54

Confidential

TU-FTC-0249682

report of blended fitting sales analysis

State	Account	SFX	Customer	Address	Sales Person	Current Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published
FL	112541	518	FEI-RIVIERA BEACH #1208 #	RIVIERA BEACH FL 33404	00310	.25	\$19,743	\$36,129	.229	91%
GA	136980	245	HD SUPPLY WATERWORKS #153	CONYERS GA 30012	00030	.25	\$9,719	\$42,901	.226	90%
IN	112541	347	FEI-JEFFERSONVILLE #1491	JEFFERSONVILLE IN 47130	00021	.25	\$2,742	\$11,922	.229	91%
KY	112541	348	FEI-LOUISVILLE #1493	LOUISVILLE KY 40213	00021	.25	\$10,626	\$46,596	.228	91%
KY	136980	685	HD SUPPLY WATERWORKS #113	BOWLING GREEN KY 42101	00030	.25	\$7,440	\$32,346	.229	91%
MD	112541	136	FEI-FREDERICK #49	FREDERICK MD 21704	00010		\$	\$	.000	
MS	112541	536	FEI-MUSCO #1227 #	GULFPORT MS 39503	00042	.25	\$37,711	\$182,726	.231	92%
NC	112541	203	FEI-KERNERSVILLE #1276	KERNERSVILLE NC 27284	00020	.25	\$6,064	\$26,367	.229	91%
NC	120906	005	MAINLINE SUPPLY CO	ASHEVILLE NC 28803	00020		\$	\$	.000	
OH	112541	228	FEI-DAYTON #1045	DAYTON OH 45414	00021	.25	\$3,148	\$13,679	.229	91%
OH	112541	580	FEI-COLUMBUS #527	COLUMBUS OH 43207	00021	.25	\$762	\$3,316	.229	91%
SC	133516	005	SOUTHERN UTILITY SUPPLY	GREENVILLE SC 29605	00020	.25	\$2,332	\$10,141	.229	91%
SC	136980	285	HD SUPPLY WATERWORKS #210	CHARLESTON SC 29418	00020	.25	\$8,393	\$36,514	.229	91%
TN	112541	265	FEI-JOHNSON CITY #56	JOHNSON CITY TN 37615	00030		\$	\$	.000	
TN	112541	697	FEI-COOKEVILLE #1965	COOKEVILLE TN 38506	00030	.25	\$681	\$2,984	.229	91%
TN	112541	697	FEI-COOKVILLE #1965	COOKVILLE, TN 38506	00030		\$	\$	.000	
TN	136980	857	HD SUPPLY WATERWORKS #538	KNOXVILLE TN 37914	00030	.25	\$2,625	\$11,414	.229	91%
VA	105425	005	BREWCO PIPE & SUPPLY CO INC	CHESTER, VA 23836	00020	.25	\$4,192	\$18,230	.229	91%
VA	112541	230	FEI-CHANTILLY #1801	CHANTILLY VA 20151	00020	.25	\$13,091	\$56,722	.230	92%
VA	112541	325	FEI-RADFORD #11	RADFORD VA 24141-1221	00020	.25	\$6,148	\$26,339	.233	93%
VA	112541	426	FEI-WINCHESTER #1819	WINCHESTER VA 22803	00020	.25	\$4,980	\$21,654	.229	91%
WA	112986	010	FOWLER CO INC H D #	BELLEVUE WA 98005	00070	.32	\$3,590	\$12,823	.279	87%
AL	112541	229	FEI-BIRMINGHAM #1904	PELHAM AL 35020	00030	.25	\$3,264	\$14,132	.230	92%
AL	112541	239	FERGUSON WATERWORKS #1715	LOXLEY AL 36551	00030	.25	\$6,541	\$28,626	.228	91%
FL	112541	243	FEI-WINTER HAVEN #1128	WINTER HAVEN FL 33880	00310	.25	\$1,890	\$8,218	.229	91%
FL	112541	520	FERGUSON NAPLES #134	NAPLES FL 33942	00310	.25	\$3,305	\$14,370	.229	91%
FL	135682	005	SUNSTATE METER & SUPPLY INC	NEWBERRY FL 32669	00310		\$	\$	.000	
FL	136980	871	HD SUPPLY WATERWORKS #582	W MELBOURNE FL 32904	00310	.25	\$644	\$2,770	.232	92%
GA	112541	278	FEI-GEORGIA WTRWRKS #1986	COLUMBUS GA 31909	00030	.25	\$877	\$3,815	.229	91%
ID	137169	050	UNITED PIPE & SPLY INC #	IDAHO FALLS ID 83401	00070	.32	\$2,530	\$7,909	.319	99%
MO	111154	440	KANSAS CITY WINWATER WORKS 269	KANSAS CITY MO 64116	00050	.25	\$18,876	\$94,659	.193	79%
MO	136980	420	HD SUPPLY WATERWORKS #413 #	COLUMBIA MO 65202	00050	.25	\$612	\$2,051	.249	99%
NC	112541	030	FEI-GREENVILLE NC #36	GREENVILLE NC 27835	00020	.25	\$25,029	\$109,555	.228	91%
NC	112541	201	FEI-LELAND #1104	LELAND NC 28451-8576	00020	.25	\$3,107	\$13,512	.229	91%
NC	112541	244	FERGUSON WATERWORKS #1635	ASHEVILLE NC 28803	00020	.25	\$5,038	\$21,899	.229	91%
NC	112541	446	FEI-JACKSONVILLE #074	JACKSONVILLE NC 28540	00020	.25	\$2,618	\$11,377	.229	91%
NC	136980	844	HD SUPPLY WATERWORKS #545	FAYETTEVILLE NC 28312-9205	00020	.25	\$1,107	\$4,816	.229	91%
NE	123521	010	MUNICIPAL SUPPLY INC #	HASTINGS NE 68901	00050	.25	\$1,560	\$6,785	.229	91%
OH	112541	536	FEI-MIDWEST PIPE #529	MARIETTA OH 45750	00021	.25	\$2,127	\$9,252	.229	91%
OH	120906	190	MAINLINE SUPPLY CO	CINCINNATI OH 45246	00021	.25	\$9,665	\$42,573	.227	90%
SC	112541	141	FEI-CONWAY #543	CONWAY SC 29526	00020	.25	\$343	\$1,494	.229	91%
TN	100655		PIPING SUPPLY COMPANY INC	CHATTANOOGA TN 37406	00030	.25	\$3,099	\$15,448	.230	92%
TX	136980	195	HD SUPPLY WATERWORKS #102 *#	DALLAS TX 75247	00040	.25	\$9,199	\$40,854	.225	90%
VA	112541	532	FEI-POWHDATAN #1864	POWHDATAN VA 23139	00020	.25	\$2,744	\$11,933	.229	91%
VA	112541	633	FERGUSON WATERWORKS #1012	FREDERICKSBURG VA 22401	00020	.25	\$4,794	\$20,845	.229	91%
WV	136562	005	THORNBURG CO INC CI	HUNTINGTON WV 25705	00020	.25	\$14,006	\$61,044	.229	91%

Confidential

TU-FTC-0249683

report of blended fitting sales analysis

State	Tonnage Invoiced	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced
FL	9	.250	\$34,741	\$151,097	229	91%	16
GA	5	.250	\$18,407	\$80,228	229	91%	9
IN	1	.250	\$9,764	\$42,540	229	91%	5
KY	4	.250	\$22,626	\$96,708	229	91%	10
KY	3	.250	\$52,018	\$226,167	229	91%	26
MD		.250	\$21,104	\$91,911	229	91%	10
MS	18	.250	\$62,161	\$360,314	228	91%	42
NC	2	.250	\$7,775	\$33,808	229	91%	3
NC		.250	\$18,428	\$80,122	229	91%	6
OH	1	.250	\$7,990	\$34,743	229	91%	4
OH		.250	\$11,412	\$49,618	229	91%	5
SC	1	.250	\$7,526	\$32,723	229	91%	3
SC	4	.250	\$21,274	\$92,498	229	91%	10
TN		.250	\$4,887	\$21,249	229	91%	2
TN		.250	\$651	\$2,964	229	91%	
TN		.250	\$5,747	\$24,969	229	91%	2
TN	1	.250	\$7,724	\$33,583	229	91%	3
VA	2	.250	\$11,269	\$48,996	229	91%	5
VA	6	.250	\$57,976	\$252,740	229	91%	28
VA	3	.250	\$12,701	\$55,704	228	91%	6
VA	2	.250	\$9,858	\$42,861	229	91%	4
WA	1	.320	\$19,076	\$65,062	293	91%	7
AL	1	.250	\$5,490	\$20,156	230	92%	3
AL	3	.250	\$25,178	\$108,916	231	92%	12
FL		.250	\$10,936	\$47,335	231	92%	5
FL	1	.250	\$9,031	\$38,786	232	92%	4
FL		.250	\$775	\$3,336	232	92%	
FL		.250	\$6,064	\$26,049	232	92%	3
GA		.250	\$4,337	\$18,668	232	92%	2
ID		.320	\$16,542	\$55,572	297	92%	5
MO	11	.250	\$66,716	\$335,275	230	92%	42
MO		.250	\$13,225	\$57,073	231	92%	6
NC	12	.250	\$49,161	\$213,442	230	92%	24
NC	1	.250	\$12,034	\$52,184	230	92%	5
NC	2	.250	\$22,086	\$94,917	232	92%	10
NC	1	.250	\$14,608	\$63,168	231	92%	7
NC		.250	\$11,140	\$48,218	231	92%	5
NE		.250	\$4,882	\$21,046	231	92%	2
OH	1	.250	\$11,433	\$49,580	230	92%	5
OH	3	.250	\$12,188	\$52,666	231	92%	4
SC		.250	\$9,060	\$39,118	231	92%	4
TN	1	.250	\$30,665	\$133,179	230	92%	15
TX	4	.250	\$14,490	\$62,405	232	92%	7
VA	1	.250	\$5,466	\$23,731	230	92%	2
VA	2	.250	\$11,311	\$49,173	230	92%	5
WV	7	.250	\$14,515	\$63,070	230	92%	7

Confidential

TU-FTC-0249684

report of blended fitting sales analysis

State	Account	SFX	Customer	Address	Sales Person	Current Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published
FL	112541	519	FEI-SANTA ROSA BEACH #1204 #	SANTA ROSA BEACH FL 32459	00310	.25	\$1,580	\$6,871	229	91%
FL	136980	746	HD SUPPLY WATERWORKS #031	TALLAHASSEE FL 32304 3843	00310	.25	\$7,822	\$34,009	229	91%
GA	136980	863	HD SUPPLY WATERWORKS #562	ATHENS GA 30605	00030	.25	\$915	\$3,550	229	91%
KY	112541	349	FEI-RICHMOND #1494	RICHMOND KY 40476	00021	.25	\$2,442	\$9,771	249	99%
KY	115280	035	HAYES PIPE SPLY INC	LOUISVILLE KY 40218	00021	.25	\$2,061	\$6,344	247	96%
MD	112541	490	FEI-WALDORF #1835	WALDORF MD 20601	00020	.25	\$9,531	\$41,209	231	92%
NC	136980	849	HD SUPPLY WATERWORKS #546	WILMINGTON NC 28405-3751	00020	.25	\$2,955	\$12,849	229	91%
OH	112541	585	FEI-HAMILTON #528	HAMILTON OH 45011-8850	00021	.25	\$1,362	\$5,882	231	92%
SC	112541	181	FEI-ELGIN #950	ELGIN SC 29045	00020	.25	\$278	\$1,212	229	91%
TN	136980	065	HD SUPPLY WATERWORKS #071	NASHVILLE TN 37207	00030	.25	\$5,218	\$22,691	229	91%
UT	136980	122	HD SUPPLY WATERWORKS #033 +#	WEST JORDAN UT 84088	00060	.46	\$2,050	\$4,769	429	93%
VA	112541	328	FEI-CHESAPEAKE #1575	CHESAPEAKE VA 23321	00020	.25	\$10,340	\$44,960	229	91%
CA	110719	005	D ANGELO CO INC J VV	LA HABRA, CA 90631	00080	.28	\$51,228	\$193,293	265	94%
FL	120906	035	MAINLINE SPLY ORLANDO LLC	SANFORD FL 32771	00310	.25	\$20,994	\$85,995	244	97%
FL	136980	825	HD SUPPLY WATERWORKS #046	MIAMI FL 33157	00310	.25	\$460	\$1,922	249	98%
GA	137508	090	VELLANO BRO INC	COLUMBUS, GA 31901	00030		\$	\$	000	
KS	114839	328	HAJOCA CORP	OLATHE, KS 66062	00050	.25	\$576	\$2,306	249	99%
KY	112541	527	FEI-PADUCAH #490 +	PADUCAH KY 42001	00021	.25	\$696	\$2,787	249	99%
NC	136980	290	HD SUPPLY WATERWORKS #216	PINEVILLE NC 28134	00020		\$	\$	000	
NC	136980	760	HD SUPPLY WATERWORKS #122	HICKORY NC 28602	00020		\$	\$	000	
SC	120906	170	MAINLINE SUPPLY CO	LITTLE RIVER SC 29566	00020		\$	\$	000	
TX	112541	660	FERGUSON WATERWORKS #1232 #	MCKINNEY TX 75071	00040	.25	\$89,867	\$385,906	232	92%
CA	131023	003	ROBERTS & BRUNE CO +	REDWOOD CITY CA 94063	00061	.20	\$4,137	\$10,745	247	85%
FL	120906	080	MAINLINE SUPPLY CO	JACKSONVILLE FL 32254	00310		\$	\$	000	
FL	136975	005	US CONSTRUCTION CORP	RIVIERA BEACH, FL 33404	00310	.25	\$1,559	\$6,237	249	99%
FL	136980	886	HD SUPPLY WATERWORKS #573	LAKELAND FL 33801-6803	00310	.25	\$8,353	\$34,238	243	97%
GA	136980	040	HD SUPPLY WATERWORKS #065	POOLER GA 31408	00030	.25	\$9,281	\$37,127	249	99%
GA	136980	086	HD SUPPLY WATERWORKS #563	LAWRENCEVILLE GA 30045	00030	.25	\$7,485	\$32,546	229	91%
IA	123521	005	MUNICIPAL SUPPLY INC	DES MOINES IA 50313	00050	.25	\$20,533	\$87,190	235	94%
IL	117805	005	ILLINOIS METER INC #	SPRINGFIELD IL 62708	00050	.25	\$34,787	\$149,575	232	92%
NC	112541	291	FEI-RALCIGI #1856	RALCIGI NC 37614	00020	.25	\$11,290	\$51,224	220	85%
NM	103495		BAKER UTILITY SUPPLY CORP #	ALBUQUERQUE NM 87107	00060	.25	\$15,869	\$66,266	239	95%
OK	111194	323	OKLA CITY WINWATER #459	OKLAHOMA CITY OK 73126	00040	.25	\$2,649	\$11,041	239	95%
OK	112541	311	FERGUSON WATERWORKS #1832	OKLAHOMA CITY OK 73129	00040	.25	\$24,497	\$104,916	233	93%
PA	112541	168	FERGUSON WATERWORKS #922 +*#	WHITEHALL PA 18052	00010	.40	\$3,684	\$9,705	379	94%
SC	120906	125	MAINLINE SUPPLY CO	COLUMBIA SC 29209	00020	.25	\$10,216	\$42,851	238	95%
TX	109720	015	CUSTOM FAB/SAN ANTONIO#1252 #	SAN ANTONIO TX 78226	00040	.25	\$95,593	\$398,325	240	96%
FL	100096		A & B PIPE & SUPPLY CO #	MIAMI FL 33147	00310	.25	\$16,574	\$68,658	241	96%
FL	109720	005	CUSTOM FAB/ORLANDO #1217 #	ORLANDO FL 32824	00310	.25	\$98,852	\$398,011	241	95%
FL	115280	045	HAYES PIPE SUPPLY	LAKE HELEN, FL 32744	00310	.25	\$6,617	\$26,772	229	91%
FL	120906	100	MAINLINE SUPPLY CO	PORT ST LUCIE FL 34986	00310	.25	\$4,036	\$17,542	230	92%
FL	120906	110	MAINLINE SUPPLY COMPANY	SPRINGFIELD FL 32405	00310		\$	\$	000	
FL	136980	755	HD SUPPLY WATERWORKS #062 #	FT PIERCE FL 34951	00310	.25	\$649	\$2,670	243	97%
GA	136980	050	HD SUPPLY WATERWORKS #045	KENNESAW GA 30144	00030	.25	\$2,050	\$8,916	229	91%
IN	129482	010	PLUMBERS SUPPLY-EVANSVILLE	EVANSVILLE IN 47712	00021		\$	\$	000	
IN	136970	030	UNDERGROUND PIPE & VALVE	SCHERERVILLE IN 46375	00021		\$	\$	000	

report of blended fitting sales analysis

State	Tonnage Invoiced	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced
FL		.250	\$8,222	\$35,139	233	93%	4
FL	3	.250	\$25,675	\$109,269	234	93%	12
GA		.250	\$7,715	\$32,965	234	93%	3
KY	1	.250	\$16,106	\$69,013	233	93%	8
KY		.250	\$8,841	\$37,822	233	93%	4
MD	4	.250	\$36,960	\$157,765	234	93%	16
NC	1	.250	\$10,466	\$44,750	233	93%	5
OH		.250	\$5,784	\$24,778	233	93%	2
SC		.250	\$6,863	\$29,243	234	93%	3
TN	2	.250	\$32,200	\$138,133	233	93%	15
UT		.460	\$2,050	\$4,769	.429	93%	
VA	4	.250	\$13,909	\$59,235	234	93%	6
CA	21	.280	\$51,228	\$193,293	265	94%	21
FL	10	.250	\$58,489	\$246,007	237	94%	29
FL		.250	\$6,011	\$25,350	237	94%	2
GA		.250	\$261	\$1,098	237	94%	
KS		.250	\$25,412	\$107,742	235	94%	12
KY		.250	\$2,057	\$8,703	236	94%	1
NC		.250	\$816	\$3,444	236	94%	
NC		.250	\$6,533	\$27,549	237	94%	3
SC		.250	\$4,551	\$19,260	236	94%	2
TX	45	.250	\$168,650	\$707,556	235	94%	82
CA	1	.260	\$24,627	\$92,307	260	95%	9
FL		.250	\$11,427	\$47,614	239	95%	5
FL		.250	\$6,432	\$27,019	238	95%	3
FL	4	.250	\$36,615	\$152,880	239	95%	17
GA	4	.250	\$13,138	\$55,129	238	95%	6
GA	4	.250	\$23,840	\$99,762	238	95%	12
IA	9	.250	\$28,632	\$119,564	239	95%	12
IL	15	.250	\$64,537	\$269,794	239	95%	29
NC	5	.250	\$36,768	\$154,371	238	95%	16
NM	7	.250	\$52,819	\$220,617	239	95%	24
OK	1	.250	\$2,649	\$11,041	239	95%	1
OK	9	.250	\$36,158	\$151,722	238	95%	15
PA	1	.400	\$26,008	\$68,017	382	95%	8
SC	4	.250	\$10,216	\$42,851	236	95%	4
TX	44	.250	\$297,798	\$1,244,226	239	95%	137
FL	7	.250	\$43,841	\$182,397	240	96%	20
FL	39	.250	\$369,824	\$1,538,191	240	96%	166
FL	3	.250	\$27,465	\$114,162	240	96%	12
FL	2	.250	\$6,645	\$35,970	240	96%	4
FI		.250	\$3,460	\$14,264	242	96%	1
FL		.250	\$7,518	\$31,117	241	96%	3
GA		.250	\$14,347	\$59,089	242	96%	6
IN		.250	\$25	\$103	242	96%	
IN		.250	\$10,288	\$42,372	242	96%	4

Confidential

TU-FTC-0249686

report of blended fitting sales analysis

State	Account	SFX	Customer	Address	Sales Person	Current Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published
IN	137443	025	UTILITY PIPE SALES CO	INDIANAPOLIS IN 46219	00021	.25	\$6,609	\$27,545	239	95%
KS	111184	324	OLATHE WINWATER WORKS #279	OLATHE KS 66061	00050	.25	\$2,484	\$10,292	241	95%
MD	112541	179	FERGUSON WATERWORKS #927 #	WHITE MARSH MD 21162	00010	.25	\$5,313	\$22,916	231	92%
MO	111194	405	SPRINGFIELD WINWATER #285	SPRINGFIELD MO 65802	00059	.25	\$8,547	\$35,199	242	96%
NC	112541	075	FEI-RALEIGH #15	RALEIGH NC 27604	00020	.25	\$1,165	\$5,066	229	91%
NC	112541	184	FEI-CONCORD WATERWORKS	CONCORD NC 28025	00020	.25	\$9,772	\$40,133	243	97%
NY	104885	050	BLACKMAN PLBG SUPPLY	BAYPORT, NY 11705	00010	.25	\$6,369	\$26,483	240	96%
OK	120906	115	MAINLINE SUPPLY CO	TULSA OK 74132	00040	.25	\$4,395	\$17,828	248	96%
SC	112541	321	FEI-ANDERSON #1560	ANDERSON, SC 29621	00020	.25	\$577	\$2,425	237	94%
TN	115260	005	HAYES PIPE SPLY INC	NASHVILLE TN 37210	00030	.25	\$6,540	\$27,310	239	95%
AZ	136980	965	HD SUPPLY WATERWORKS #525 #	PHOENIX AZ 85040	00060	.28	\$2,488	\$9,952	250	88%
DE	112541	092	FEI-WILMINGTON #311 +	WILMINGTON DE 19805-4699	00010		\$	\$	000	
IA	131831	005	SCHIMBERG CO #	CEDAR RAPIDS IA 52402	00050	.25	\$1,804	\$7,217	249	99%
MN	136980	800	HD SUPPLY WATERWORKS #243	ST MICHAEL MN 55376	00051		\$	\$	000	
OK	138113	005	WATER PRODUCTS INC #	OWASSO OK 74055	00040	.25	\$4,705	\$19,022	247	95%
OR	112541	057	FEI-PORTLAND WW #3011 +#	PORTLAND OR 97217	00070	.32	\$10,105	\$31,720	318	99%
TX	100248	010	ACT PIPE & SPLY #	DALLAS TX 75220	00040	.25	\$2,650	\$11,144	237	94%
TX	102185		ATLAS UTILITY SUPPLY #*	FT WORTH TX 76117	00040	.25	\$1,148	\$4,584	250	100%
WA	136980	510	HD SUPPLY WATERWORKS #502 #	PUYALLUP WA 98372	00070	.32	\$1,344	\$4,406	305	95%
AL	108114	090	CONSOLIDATED P&S	MONTGOMERY AL 36117	00030	.25	\$788	\$3,153	249	99%
AR	101645		ARKANSAS WATER PRODUCTS LLC +#	LITTLE ROCK AR 72206	00042	.25	\$8,027	\$32,393	247	95%
AR	112541	288	FERGUSON WATERWORKS #1318 +	SPRINGDALE AR 72762-5197	00042	.25	\$2,325	\$9,303	249	99%
AR	112541	421	FERGUSON WATERWORKS #1211 +#	FT SMITH AR 72903	00042	.25	\$7,797	\$32,021	243	87%
AZ	119132	010	DANA KEPNER CO AZ #	PHOENIX AZ 85009	00060	.28	\$3,332	\$11,901	279	95%
AZ	136980	765	HD SUPPLY WATERWORKS #184 #	GILBERT AZ 85233	00060	.28	\$13,838	\$52,088	265	94%
CA	110718		D ANGELO CO INC J W #	LA HABRA CA 90631	00080		\$	\$	000	
CA	112541	913	FERGUSON WATERWORKS #1083 #	POWAY CA 92064	00080	.28	\$21,886	\$78,165	279	99%
CA	130332	005	R & D MECHANICAL SPLY INC	WINCHESTER, CA 92596	00080		\$	\$	000	
CO	123387	010	MOUNTAIN STATES P & S #	FREDERICK CO 80516-9417	00060	.25	\$6,126	\$24,507	249	99%
CO	136980	610	HD SUPPLY WATERWORKS #220 #	PUEBLO CO 81006	00060	.25	\$2,020	\$8,341	242	96%
FL	115260	040	HAYES PIPE SUPPLY INC	TAMPA FL 33605	00310	.25	\$5,561	\$22,765	244	97%
FL	136980	085	HD SUPPLY WATERWORKS #081 #**	TAMPA FL 33637	00310		\$	\$	000	
GA	115260	025	HAYES PIPE SPLY INC	ACWORTH GA 30101	00030	.25	\$5,774	\$23,097	249	99%
IL	122311	005	MID-AMERICAN WATER INC +*	AURORA IL 60505	00051	.25	\$11,455	\$45,822	249	99%
IL	136980	432	HD SUPPLY WATERWORKS #240	LEBANON IL 62254	00050		\$	\$	000	
LA	108810	135	COBURNS SPLY CO INC(UTIL) +#	LAFAYETTE LA 70508	00042	.25	\$32	\$130	245	95%
MA	137508	050	VELLANO BROS INC #	WEST BRIDGEWATER MA 02379	00011		\$	\$	000	
MD	112541	233	FEI-ANNAPOLIS #1839	ANNAPOLIS MD 21401	00010	.25	\$2,244	\$8,979	249	99%
MI	137506	005	VANDER LIND & SON R +*	GRAND RAPIDS MI 49503	00021		\$	\$	000	
NJ	102145	005	ATLANTIC PLUMBING SUPPLY	LONG BRANCH NJ 07740	00010		\$	\$	000	
OH	136906	021	TRUMBULL INDUSTRIES	YOUNGSTOWN OH 44509	00021	.25	\$700	\$4,403	158	63%
OR	105714		RUDGF MOHIGH SPLY CO +#	MDFORD OR 97501	00070		\$	\$	000	
PA	112541	174	FERGUSON WATERWORKS #924 +#	NEW GUMBERLAND PA 17070	00010	.40	\$1,878	\$4,729	397	99%
PA	118685	020	L/B WATER SERVICE INC +	EBENSBURG PA 15931	00010	.40	\$1,110	\$2,762	401	100%
SC	120906	130	MAINLINE SUPPLY CO	GREENVILLE SC 29605	00020	.25	\$2,864	\$11,456	250	100%
TN	115260	010	HAYES PIPE SPLY INC	KNOXVILLE TN 37921	00030	.25	\$15,487	\$61,997	249	99%

Confidential

TU-FTC-0249687

report of blended fitting sales analysis

State	Tonnage Invoiced	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced
IN	3	.250	\$27,671	\$115,080	240	96%	12
KS	1	.250	\$13,398	\$55,715	240	96%	6
MD	2	.250	\$18,711	\$77,551	241	96%	8
MO	4	.250	\$34,514	\$143,268	240	96%	16
NC		.250	\$2,838	\$11,760	241	96%	1
NC	4	.250	\$29,181	\$121,374	240	96%	13
NY	3	.250	\$8,665	\$27,665	240	96%	3
OK	1	.252	\$17,364	\$71,067	244	96%	7
SC		.250	\$3,160	\$13,066	241	96%	1
TN	2	.250	\$41,000	\$169,959	241	96%	18
AZ	1	.280	\$18,688	\$68,595	272	97%	8
DE		.250	\$3,241	\$13,253	244	97%	1
IA		.250	\$36,384	\$149,385	243	97%	17
MN		.250	\$36,576	\$149,912	243	97%	14
OK	2	.250	\$19,688	\$80,594	244	97%	9
OR	3	.320	\$63,615	\$203,113	313	97%	22
TX	1	.250	\$6,518	\$26,619	244	97%	2
TX		.250	\$18,563	\$76,120	243	97%	9
WA		.320	\$2,279	\$7,325	311	97%	
AL		.250	\$4,099	\$16,636	246	98%	1
AR	3	.250	\$17,377	\$70,418	246	98%	7
AR	1	.250	\$8,040	\$24,810	245	98%	2
AR	3	.250	\$21,270	\$85,940	247	98%	9
AZ	1	.280	\$25,331	\$91,421	277	98%	10
AZ	5	.280	\$45,715	\$165,937	275	98%	18
CA		.280	\$51,547	\$185,611	277	98%	21
CA	8	.280	\$118,122	\$424,966	277	98%	48
CA		.280	\$64	\$231	277	98%	
CO	2	.250	\$12,737	\$51,369	247	98%	5
CO		.250	\$19,018	\$77,223	246	98%	8
FL	2	.250	\$14,015	\$56,562	247	98%	6
FL		.250	\$12,658	\$51,318	246	98%	5
GA	2	.250	\$25,022	\$101,951	245	98%	12
IL	5	.250	\$26,413	\$106,856	247	98%	12
IL		.250	\$1,097	\$4,466	245	98%	
LA		.250	\$32	\$130	246	98%	
MA		.250	\$7,417	\$29,991	247	98%	3
MD	1	.250	\$8,881	\$27,973	245	98%	3
MI		.250	\$58	\$235	246	98%	
NJ		.250	\$990	\$3,996	247	98%	
OH		.250	\$37,267	\$150,749	247	98%	15
OR		.320	\$34	\$108	314	98%	
PA		.400	\$11,276	\$28,704	392	98%	3
PA		.400	\$5,177	\$13,203	392	98%	1
SC	1	.250	\$10,402	\$42,398	245	98%	4
TN	7	.250	\$45,703	\$186,256	245	98%	20

Confidential

TU-FTC-0249688

report of blended fitting sales analysis

State	Account	SFX	Customer	Address	Sales Person	Current Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published
TX	112541	522	FERGUSON WATERWORKS #788 #	EULESS TX 78040	00040	.25	\$25,405	\$104,278	243	97%
TX	136980	205	HD SUPPLY WATERWORKS #180 #	HOUSTON TX 77028	00041	.25	\$4,413	\$17,935	246	98%
VA	112541	331	FEI-FISHERSVILLE #0557	FISHERSVILLE VA 22939	00020		\$	\$	000	
VA	120906	180	MAINLINE SUPPLY CO	RICHMOND VA 23234	00020	.25	\$241	\$1,050	229	91%
WI	112541	447	FEI-DAVIES #1478	APPLETON WI 54913	00051	.25	\$25,103	\$102,145	245	96%
AK	112541	008	FEI-ANCHORAGE #3017	SEE BELOW	00070	.32	\$5,474	\$17,107	319	99%
AK	112541	009	FEI-FAIRBANKS #3022 *	SEE BELOW	00070	.32	\$44	\$139	316	86%
AL	100870	005	AMERICAN PIPE & SUPPLY	BIRMINGHAM AL 35217	00030	.25	\$1,001	\$4,006	249	99%
AL	100870	015	AMERICAN PIPE & SUPPLY	DECATUR AL 35602	00030		\$	\$	000	
AL	104346		BELL SPLY CO INC	DOTHAN AL 36301	00030	.25	\$3,343	\$13,373	249	99%
AL	106406	005	CALHOUN METER CO	JACKSONVILLE AL 36265	00030		\$	\$	000	
AL	108530		CLOW-RODGERS INC	BIRMINGHAM AL 35201	00030	.25	\$390	\$1,563	249	99%
AL	109114	035	CONSOLIDATED P & S	DECATUR AL 35602	00030		\$	\$	000	
AL	112030		EMPIRE PIPE & SPLY CO	BIRMINGHAM AL 35210	00030	.25	\$51	\$204	250	100%
AL	112541	268	FEI-OPELIKA #2077	OPELIKA, AL 36801-6800	00030		\$	\$	000	
AL	112541	681	FERGUSON FIRE & FAB	BIRMINGHAM AL 35234	00030		\$	\$	000	
AL	120208		LEWIS-SMITH SPLY CO	DOTHAN AL 36301	00030		\$	\$	000	
AL	135641	005	SUMMIT PIPE & SUPPLY	NORTHPORT AL 35476	00030	.25	\$11,955	\$47,823	249	99%
AL	136980	740	HD SUPPLY WATERWORKS #121	PELHAM AL 35124	00030	.25	\$81	\$327	247	96%
AR	111194	230	LITTLE ROCK WINWATER WORKS 217	LITTLE ROCK AR 72204	00042	.25	\$1,543	\$6,173	249	99%
AR	111194	359	RIVER VALLEY WINWATER #292	RUSSELLVILLE AR 72802	00042	.25	\$16	\$66	242	96%
AR	112541	438	FEI-AROK WATERWORKS #1998 +	BRYANT AR 72022	00042	.25	\$26	\$105	247	96%
AR	136980	670	HD SUPPLY WATERWORKS #570 +#	SPRINGDALE AR 72762	00042	.25	\$34	\$136	250	100%
AR	136980	879	HD SUPPLY WATERWORKS #569 +#	N LITTLE ROCK AR 72117-3045	00042	.25	\$807	\$3,229	249	99%
AZ	109720	025	CUSTOM FAB/CASA GRANDE	CASA GRANDE, AZ 85222	00060	.28	\$2,696	\$9,631	279	99%
AZ	119132	020	DANA KEPNER CO INC #	TUCSON AZ 85705	00060	.28	\$1,427	\$5,099	279	99%
AZ	119132	040	DANA KEPNER CO INC +#	PRESCOTT AZ 86301	00060	.28	\$246	\$882	278	99%
AZ	133760		SPECIALIZED PIPING SYSTEMS #	PHOENIX, AZ 85040	00060	.28	\$339	\$1,212	279	99%
AZ	136980	790	HD SUPPLY WATERWORKS #181 #	PRESCOTT AZ 86301	00060		\$	\$	000	
CA	108261	005	CORIX WATER PRODUCTS	SANTA CLARA CA 95050	00081	.28	\$25,015	\$89,341	279	99%
CA	108261	010	CORIX WATER PRODUCTS	STOCKTON CA 95206	00081	.28	\$893	\$5,191	279	99%
CA	110718		D ANGELO CO INC J W #	LA HABRA CA 90631	00000	.28	\$107	\$363	279	99%
CA	111194	382	SANTA FE WINWATER #471	RIDGECREST CA 93555	00060		\$	\$	000	
CA	111194	636	ORANGE COUNTY WINWATER #472	ANAHEIM CA 92806	00080	.28	\$1,168	\$4,179	279	99%
CA	112411		FAMCON PIPE & SUPPLY #	OXNARD CA 93036-0831	00080	.28	\$1,600	\$5,717	279	99%
CA	112484	025	WATER WORKS MFG	MARYSVILLE CA 95901	00081	.28	\$3,274	\$11,696	279	99%
CA	112541	154	FEI-BAKERSFIELD #1014	BAKERSFIELD CA 93313	00080		\$	\$	000	
CA	112541	216	FERGUSON WATERWORKS #1088	INDIO CA 92201	00080	.28	\$343	\$1,243	279	99%
CA	112541	336	FEI-SAN JOSE WAY #2032	SAN JOSE CA 95112-2518	00081	.28	\$118	\$424	278	99%
CA	112541	631	FERGUSON WATERWORKS #1083	OCEANSIDE CA 92054-1232	00080	.28	\$2,732	\$9,760	279	99%
CA	112541	656	FEI-CLOVIS #1100	CLOVIS CA 93611	00081		\$	\$	000	
CA	112541	745	FEI-FI CFNTRO #669	FI CFNTRO CA 92243	00080	.28	\$97	\$346	278	99%
CA	112541	880	FEI-VENTURA #602 #	VENTURA CA 93003	00080	.28	\$7,917	\$28,277	279	99%
CA	112541	915	FEI-SALINAS #679 +	SALINAS CA 93901	00081	.28	\$2,146	\$7,674	279	99%
CA	112541	954	FERGUSON WATERWORKS #1086	EL CAJON CA 92020	00080	.28	\$3,605	\$12,877	279	99%
CA	112541	992	FERGUSON WATERWORKS #1082	SANTA ANA CA 92701	00080	.28	\$6,695	\$23,913	279	99%

Confidential

TU-FTC-0249689

report of blended fitting sales analysis

State	Tonnage Invoiced	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced
TX	11	.250	\$96,186	\$391,327	245	98%	44
TX	1	.250	\$8,217	\$33,150	247	98%	2
VA		.250	\$63	\$255	247	98%	
VA		.250	\$1,064	\$4,340	245	98%	
WI	11	.250	\$58,061	\$234,758	247	98%	26
AK	1	.320	\$5,974	\$18,669	319	99%	2
AK		.320	\$693	\$2,166	319	99%	
AL		.250	\$16,949	\$67,813	249	99%	7
AL		.250	\$655	\$2,622	249	99%	
AL	1	.250	\$3,912	\$15,650	249	99%	1
AL		.250	\$3,303	\$13,213	249	99%	1
AL		.250	\$390	\$1,563	249	99%	
AL		.250	\$1,858	\$7,433	249	99%	
AL		.250	\$992	\$3,969	249	99%	
AL		.250	\$1,127	\$4,510	249	99%	
AL		.250	\$2,034	\$8,139	249	99%	
AL		.250	\$247	\$969	249	99%	
AL	5	.250	\$19,692	\$78,769	249	99%	8
AL		.250	\$765	\$3,063	249	99%	
AR		.250	\$4,458	\$17,833	249	99%	2
AR		.250	\$284	\$1,138	249	99%	
AR		.250	\$8,190	\$24,761	249	99%	2
AR		.250	\$1,951	\$7,007	249	99%	
AR		.250	\$2,672	\$10,690	249	99%	1
AZ		.280	\$2,924	\$10,443	279	99%	1
AZ		.280	\$8,337	\$29,776	279	99%	3
AZ		.280	\$1,769	\$6,318	279	99%	
AZ		.280	\$339	\$1,212	279	99%	
AZ		.280	\$3,641	\$13,005	279	99%	1
CA	10	.280	\$51,383	\$183,513	279	99%	20
CA		.280	\$593	\$3,191	279	99%	
CA		.280	\$851	\$3,040	279	99%	
CA		.280	\$2,915	\$10,413	279	99%	1
CA		.280	\$2,192	\$7,832	279	99%	
CA		.280	\$8,925	\$24,733	279	99%	2
CA	1	.280	\$8,520	\$30,450	279	99%	3
CA		.280	\$3,976	\$14,201	279	99%	1
CA		.280	\$4,880	\$17,359	279	99%	1
CA		.280	\$2,081	\$7,434	279	99%	1
CA	1	.280	\$5,376	\$19,203	279	99%	2
CA		.280	\$436	\$1,558	279	99%	1
CA		.280	\$5,007	\$17,664	279	99%	1
CA	3	.280	\$24,329	\$86,892	279	99%	10
CA		.280	\$3,134	\$11,193	279	99%	1
CA	1	.280	\$11,502	\$41,061	279	99%	4
CA	2	.280	\$29,859	\$106,641	279	99%	11

Confidential

TU-FTC-0249690

report of blended fitting sales analysis

State	Account	SFX	Customer	Address	Sales Person	Current Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published
CA	114256	005	GROENIGER & CO #+	HAYWARD CA 94545-4094	00081	.28	\$3,778	\$13,487	279	99%
CA	114256	020	GROENIGER & CO + #	SACRAMENTO CA 95820	00081		\$	\$	000	
CA	114256	035	GROENIGER & CO #	SALINAS CA 93901	00081	.28	\$1,505	\$5,378	279	99%
CA	118135		INLAND WATER WKS SPLY #	SAN BERNARDINO CA 92405	00080	.28	\$8,699	\$31,071	279	99%
CA	127811		PACIFIC PIPELINE SUPPLY +	SAN MARCOS CA 92069	00080	.28	\$326	\$1,174	279	99%
CA	130332	005	R & D MECHANICAL SPLY INC	CORONA, CA 92879	00080	.28	\$8,149	\$29,104	279	99%
CA	131026	010	ROBERTS & BRUNE CO +	SAN JOSE CA 95112	00081	.28	\$6,429	\$22,962	279	99%
CA	131026	025	ROBERTS & BRUNE CO	REDDING, CA 96003	00081		\$	\$	000	
CA	131325		S & J SUPPLY CO INC	SANTA FE SPRINGS CA 90670	00080	.28	\$627	\$2,242	279	99%
CA	136890	155	HD SUPPLY WATERWORKS #178	FRESNO CA 93725	00081	.28	\$794	\$2,836	279	99%
CA	136980	192	HD SUPPLY WATERWORKS #111	BRAWLEY CA 92227	00080	.28	\$899	\$3,214	279	99%
CA	136980	376	HD SUPPLY WATERWORKS #594	SANTA ANA, CA 92703-1440	00080		\$	\$	000	
CA	136980	389	HD SUPPLY WATERWORKS #597 #	VALENCIA CA 91355	00080		\$	\$	000	
CA	136980	392	HD SUPPLY WATERWORKS #595 #	SAN MARCOS CA 92069	00080	.28	\$599	\$2,130	279	99%
CA	136980	397	HD SUPPLY WATERWORKS #596 #	PERRIS CA 92571	00080		\$	\$	000	
CA	138325		WELLS SUPPLY COMPANY	SANTA ANA CA 92705-4133	00080	.28	\$2,517	\$8,992	279	99%
CA	138691	005	WESTERN WATER WORKS #	CHINO HILLS, CA 91710	00080	.28	\$32,288	\$115,316	279	99%
CA	138691	010	WESTERN WATER WORKS #	S E MONTE, CA 91733	00080	.28	\$18,864	\$67,374	279	99%
CA	138691	015	WESTERN WATER WORKS #	NORWALK, CA 90650	00080	.28	\$419	\$1,497	279	99%
CA	138691	020	WESTERN WATER WORKS	EL CAJON, CA 92020	00080	.28	\$985	\$3,520	279	99%
CA	111194	066	COLORADO SPRINGS WINWATER #354	COLORADO SPRINGS CO 80915	00080	.25	\$1,298	\$5,195	249	99%
CO	111194	182	GRAND JUNCTION WINWATER #305	GRAND JUNCTION CO 81505	00080	.25	\$12,530	\$50,123	249	99%
CO	112541	192	FERGUSON WATERWORKS #111G #	AURORA CO 80011-4625	00080	.25	\$16,481	\$65,927	249	99%
CO	112541	268	FERGUSON WATERWORKS #1933 #	LOVELAND CO 80538	00080	.25	\$203	\$812	250	100%
CO	114025	020	GRAND JUNCTION P & S #	DURANGO CO 81302	00080	.25	\$4,605	\$18,423	249	99%
CO	114025	030	GRAND JUNCTION P & S #	GRAND JUNCTION, CO 81502	00080	.25	\$2,433	\$9,733	249	99%
CO	119132	005	DANA KEPNER CO INC #	DENVER CO 80204	00080	.25	\$113	\$455	249	99%
CO	119132	008	DANA KEPNER CO INC #	FT COLLINS CO 80524	00080	.25	\$150	\$600	250	100%
CO	123387	005	MOUNTAIN STATES P & S #	COLORADO SPRINGS CO 80903	00080	.25	\$2,213	\$8,852	250	100%
DE	112541	199	FERGUSON WATERWORKS #1861	WILMINGTON DE 19805	00010	.25	\$844	\$3,379	249	99%
DE	136980	360	HD SUPPLY WATERWORKS #206 +'	NEWARK DE 19713	00010	.25	\$956	\$3,826	249	99%
DE	136980	785	HD SUPPLY WATERWORKS #273 +	MILTON DE 19968	00010	.25	\$3,391	\$13,566	249	99%
FL	120906	050	MAINLINE SUPPLY FT MYERS	FT MYERS FL 33905	00310	.25	\$1,977	\$7,906	250	100%
FL	120906	095	MAINLINE SUPPLY CO	TAMPA FL 33610	00310	.25	\$12,613	\$50,453	249	99%
FL	136977	005	SUNSHINE ELECT & PLBG SPLY INC	LAKE CITY, FL 32025	00310		\$	\$	000	
FL	136980	130	HD SUPPLY WATERWORKS #039 #''	RIVIERA BEACH FL 33404	00310	.25	\$384	\$1,538	249	99%
FL	137443	020	UTILITY PIPE SALES-ORMOND BCH	ORMOND BEACH FL 32174-2983	00310	.25	\$1,601	\$6,406	249	99%
GA	102150	010	ATLANTIC SPLY & EQUIP	AUGUSTA GA 30909	00030	.25	\$1,168	\$4,667	249	99%
GA	103720	010	CUSTOM FAB/GAINESVILLE 1#	GAINESVILLE GA 30504	00030		\$	\$	000	
GA	111075	005	DELTA MUNICIPAL SUPPLY CO INC	LAWRENCEVILLE, GA 30045	00030	.25	\$426	\$1,704	250	100%
GA	112090	005	ENGINEERING & EQUIP CO	ALBANY GA 31702	00030	.25	\$7,732	\$30,929	249	99%
GA	112541	159	FEI-MACON #146? +	MACON GA 31201	00030	.25	\$7,501	\$10,007	249	99%
GA	112541	161	FEI-BRASELTON #554	BRASELTON GA 30517	00030	.25	\$6,142	\$24,570	249	99%
GA	112541	287	FEI-MARIETTA UNDERGR #407	MARIETTA GA 30062	00030	.25	\$5,774	\$23,097	249	99%
GA	112541	437	FEI-AUGUSTA #518	AUGUSTA GA 30907	00030	.25	\$579	\$2,318	249	99%
GA	115260	030	HAYES PIPE SPLY INC	FAIRBURN GA 30213	00030	.25	\$276	\$1,104	250	100%

Confidential

TU-FTC-0249691

report of blended fitting sales analysis

State	Tonnage Invoiced	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced
CA	1	.280	\$19,000	\$67,859	279	99%	7
CA		.280	\$558	\$1,995	279	99%	
CA		.280	\$9,339	\$33,355	279	99%	3
CA	3	.280	\$42,610	\$152,179	279	99%	17
CA		.280	\$328	\$1,174	279	99%	
CA	3	.280	\$8,149	\$29,104	279	99%	3
CA	2	.280	\$25,809	\$92,313	279	99%	8
CA		.280	\$3,558	\$12,710	279	99%	1
CA		.280	\$927	\$3,311	279	99%	
CA		.280	\$794	\$2,836	279	99%	
CA		.280	\$899	\$3,214	279	99%	
CA		.280	\$542	\$1,936	279	99%	
CA		.280	\$9,180	\$32,788	279	99%	3
CA		.280	\$4,981	\$17,791	279	99%	2
CA		.280	\$203	\$728	279	99%	
CA	1	.280	\$7,548	\$26,958	279	99%	3
CA	13	.280	\$85,339	\$304,783	279	99%	34
CA	7	.280	\$53,933	\$192,619	279	99%	21
CA		.280	\$2,534	\$9,051	279	99%	1
CA		.280	\$1,756	\$6,273	279	99%	
CO		.250	\$4,505	\$18,023	249	99%	2
CO	5	.250	\$12,530	\$50,123	249	99%	5
CO	6	.250	\$50,659	\$202,778	249	99%	21
CO		.250	\$8,284	\$33,057	249	99%	3
CO	2	.250	\$9,506	\$38,027	249	99%	4
CO	1	.250	\$10,878	\$43,515	249	99%	4
CO		.250	\$275	\$1,102	249	99%	
CO		.250	\$281	\$1,126	249	99%	
CO		.250	\$5,922	\$23,689	249	99%	2
DE		.250	\$3,100	\$12,402	249	99%	1
DE		.250	\$656	\$3,826	249	99%	
DE	1	.250	\$17,190	\$68,761	249	99%	8
FL		.250	\$9,432	\$37,729	249	99%	4
FL	5	.250	\$22,915	\$91,663	249	99%	10
FL		.250	\$1,206	\$4,825	249	99%	
FL		.250	\$540	\$2,163	249	99%	
FL		.250	\$1,601	\$6,406	249	99%	
GA		.250	\$17,539	\$70,158	249	99%	7
GA		.250	\$715	\$2,862	249	99%	
GA		.250	\$866	\$3,467	249	99%	
GA	3	.250	\$12,191	\$48,765	249	99%	5
GA	1	.250	\$7,634	\$30,539	249	99%	3
GA	2	.250	\$20,083	\$80,335	249	99%	9
GA	2	.250	\$20,968	\$83,874	249	99%	9
GA		.250	\$2,969	\$11,869	249	99%	1
GA		.250	\$5,878	\$23,515	249	99%	2

Confidential

TU-FTC-0249692

report of blended fitting sales analysis

State	Account	SFX	Customer	Address	Sales Person	Current Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published
GA	119090		KENDALL SUPPLY INC	ATLANTA GA 30305-2784	00098		\$	\$	0.00	
GA	120855		MACON SUPPLY CO	MACON GA 31208	00030	.25	\$1,551	\$6,206	2.49	99%
GA	136980	240	HD SUPPLY WATERWORKS #151 +	AUGUSTA GA 30909	00030	.25	\$250	\$1,000	2.50	100%
HI	112541	063	FEI-HONOLULU #3014 +	SEE BELOW	00089	.28	\$25,652	\$91,616	2.79	99%
HI	115170		HAWAII IRR SPLY CO INC	HONOLULU HI 96819	00089		\$	\$	0.00	
IA	137442	005	UTILITY EQUIP CO #	BETTENDORF IA 52722	00050		\$	\$	0.00	
ID	109131	016	CONSOLIDATED SPLY/NAPA WWW #	NAMPA ID 83687	00070	.32	\$4,120	\$12,676	3.19	99%
ID	109131	045	CONSOLIDATED SUPPLY CO #	DALTON GARDENS ID 83815	00070	.32	\$1,476	\$4,613	3.19	99%
ID	109131	055	CONSOLIDATED SUPPLY CO #	SANDPOINT ID 83864	00070		\$	\$	0.00	
ID	112541	208	FEI-MERIDIAN #1822 #	MERIDIAN ID 83842	00070	.32	\$1,219	\$3,810	3.19	99%
ID	112541	303	FEI-LEWISTON WW #1809 #+	LEWISTON ID 83501-1366	00070	.32	\$1,850	\$5,782	3.19	99%
ID	137169	045	UNITED PIPE & SPLY INC #	BOISE ID 83709	00070	.32	\$3,142	\$9,820	3.19	99%
IL	111194	745	ST JACOB WINWATER WORKS #259	ST JACOB, IL 62281	00050	.25	\$6,343	\$25,374	2.49	99%
IL	112541	496	FEI-NORTHERN WATER WORKS	DEKALB IL 60115	00051	.25	\$187	\$749	2.49	99%
IL	115700		HI LINE SUPPLY CO	PEORIA IL 61614	00050	.25	\$5,604	\$22,417	2.49	99%
IL	118260		J & R SUPPLY INC +	EAST DUBUQUE IL 61025	00051		\$	\$	0.00	
IL	122470	005	MIDWEST MUNICIPAL SUPPLY	COLLINSVILLE IL 62234	00050	.25	\$7,633	\$30,532	2.50	100%
IL	136972	005	UNDERGROUND PIPE & VALVE	SHOREWOOD IL 60431	00051	.25	\$7,760	\$31,040	2.50	100%
IL	136980	280	HD SUPPLY WATERWORKS #229 +	CAROL STREAM IL 60188	00051	.25	\$64	\$256	2.48	99%
IL	136980	405	HD SUPPLY WATERWORKS #420	GRANITE CITY IL 62040	00050	.25	\$22,464	\$90,088	2.49	99%
IL	136980	465	HD SUPPLY WATERWORKS #421	WASHINGTON IL 61571	00050	.25	\$1,006	\$4,033	2.49	99%
IL	137442	040	UTILITY EQUIP CO +	PERU IL 61354	00050	.25	\$304	\$1,218	2.49	99%
IL	136980	015	WATER PROD OF ILL	BLOOMINGTON IL 61701	00050		\$	\$	0.00	
IL	139964		ZIMMER & FRANCESCON	MOLINE IL 61285	00050	.25	\$2,297	\$9,190	2.49	99%
IN	112541	205	FEI-EVANSVILLE #78	EVANSVILLE IN 47710	00021	.25	\$2,688	\$10,755	2.49	99%
IN	112541	392	FEI-WWW #1934	INDIANAPOLIS IN 46219	00021	.25	\$7,684	\$30,736	2.50	100%
IN	118255	010	J & J MUNICIPAL SUPPLY	BOONVILLE, IN 47601	00021		\$	\$	0.00	
IN	136970	005	UNDERGROUND PIPE & VALVE	SOUTH BEND IN 46624	00021		\$	\$	0.00	
IN	137443	005	UTILITY PIPE SALES CO	EVANSVILLE IN 47725	00021	.25	\$585	\$2,342	2.49	99%
IN	137452	005	UTILITY SPLY CO	INDIANAPOLIS IN 46217	00021	.25	\$4,864	\$19,456	2.49	99%
IN	137452	015	UTILITY SPLY CO-DOM +	INDIANAPOLIS IN 46266	00021		\$	\$	0.00	
IN	137675		WALLER'S METER & WWS	MADISON IN 47250	00021	.25	\$4,174	\$16,696	2.50	100%
KS	112541	410	FEI-TOPEKA #219 +	TOPEKA KS 66605	00050		\$	\$	0.00	
KS	120906	120	MAINLINE SUPPLY CO	KANSAS CITY KS 66111	00050		\$	\$	0.00	
KS	136980	450	HD SUPPLY WATERWORKS #490 #	OLATHE KS 66062	00050	.25	\$1,033	\$4,134	2.49	99%
KS	136980	803	HD SUPPLY WATERWORKS #489	WICHITA KS 67209	00050	.25	\$1,033	\$4,134	2.49	99%
KS	138113	015	WATER PRODUCTS INC #	MCPHERSON KS 67460	00050	.25	\$8,714	\$34,856	2.50	100%
KY	109114	065	CONSOLIDATED P & S	DEBORD KY 41214	00021		\$	\$	0.00	
KY	109142	010	CONSTRUCTION SITE SERVICES	HARTFORD, KY 42347	00021	.25	\$2,982	\$11,930	2.49	99%
KY	115280	015	HAYES PIPE SPLY INC	LEXINGTON KY 40504	00021	.25	\$2,248	\$9,146	2.45	98%
KY	129482	005	PLUMBERS SPLY CO INC	LOUISVILLE KY 40206	00021	.25	\$4,120	\$16,483	2.49	99%
KY	129482	025	PLUMBERS SUPPLY CO	BOWLING GREEN KY 42107	00030	.25	\$349	\$1,396	2.49	99%
KY	136562	015	THORNBURG CO INC CI	BOWLING GREEN KY 42101	00030		\$	\$	0.00	
KY	136980	842	HD SUPPLY WATERWORKS #555	LOUISVILLE KY 40223	00021	.25	\$7,867	\$31,470	2.49	99%
LA	107640		CIMSCO INC +	METAIRIE LA 70055	00042	.25	\$11,164	\$44,859	2.49	99%
LA	108810	175	COBURNS SPLY CO INC	PINEVILLE LA 71360	00042	.25	\$903	\$3,612	2.50	100%

Confidential

TU-FTC-0249693

report of blended fitting sales analysis

State	Tonnage Invoiced	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced
GA		.250	\$372	\$1,490	249	99%	
GA		.250	\$7,090	\$28,362	249	99%	3
GA		.250	\$671	\$2,667	249	99%	
HI	10	.280	\$62,004	\$221,445	279	99%	25
HI		.280	\$11,900	\$42,502	279	99%	4
IA		.250	\$2,611	\$10,447	249	99%	1
ID	1	.320	\$27,615	\$86,296	319	99%	10
ID		.320	\$23,277	\$72,742	319	99%	8
ID		.320	\$54	\$170	317	99%	
ID		.320	\$8,443	\$26,386	319	99%	2
ID		.320	\$4,779	\$14,937	319	99%	1
ID	1	.320	\$25,993	\$81,229	319	99%	9
IL	2	.250	\$11,422	\$45,690	249	99%	5
IL		.250	\$1,874	\$7,498	249	99%	
IL	2	.250	\$27,336	\$109,346	249	99%	11
IL		.250	\$1,354	\$5,418	249	99%	
IL	3	.250	\$32,560	\$130,378	249	99%	15
IL	3	.250	\$24,059	\$96,239	249	99%	10
IL		.250	\$8,164	\$32,737	249	99%	3
IL	10	.250	\$34,927	\$139,989	249	99%	16
IL		.250	\$41,280	\$165,121	249	99%	18
IL		.250	\$1,834	\$7,338	249	99%	
IL		.250	\$4,805	\$19,543	249	99%	2
IL	1	.250	\$8,028	\$32,115	249	99%	3
IN	1	.250	\$8,232	\$33,049	249	99%	3
IN	3	.250	\$22,838	\$91,354	249	99%	10
IN		.250	\$5,003	\$20,014	249	99%	2
IN		.250	\$4,942	\$19,769	249	99%	2
IN		.250	\$9,888	\$39,555	249	99%	4
IN	2	.250	\$40,005	\$160,512	249	99%	18
IN		.250	\$3,620	\$14,481	249	99%	1
IN	2	.250	\$8,322	\$33,289	249	99%	4
KS		.250	\$1,006	\$4,027	249	99%	
KS		.250	\$3,554	\$14,219	249	99%	1
KS		.250	\$2,410	\$9,642	249	99%	
KS		.250	\$8,189	\$32,678	249	99%	2
KS	3	.250	\$43,383	\$173,735	249	99%	17
KY		.250	\$95	\$383	248	99%	
KY	1	.250	\$5,711	\$22,845	249	99%	2
KY		.250	\$7,091	\$28,516	248	99%	2
KY	1	.250	\$17,955	\$71,622	249	99%	8
KY		.250	\$406	\$1,625	249	99%	
KY		.250	\$173	\$693	249	99%	
KY	3	.250	\$7,867	\$31,470	249	99%	3
LA	5	.250	\$11,164	\$44,659	249	99%	5
LA		.250	\$18,157	\$72,630	249	99%	8

Confidential

TU-FTC-0249694

report of blended fitting sales analysis

State	Account	SFX	Customer	Address	Sales Person	Current Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published
LA	111194	030	BATON ROUGE WINWATER #212	BATON ROUGE LA 70809	00042	.25	\$109	\$436	250	100%
LA	111194	203	LAFAYETTE WINWATER #244	LAFAYETTE LA 70508	00042	.25	\$6,998	\$27,585	249	99%
LA	112541	534	FEI-LUSCO #1223 #	SULPHUR LA 70665-8207	00042	.25	\$394	\$1,577	249	99%
LA	136990	147	HD SUPPLY WATERWORKS #100 + #	BOSSIER CITY LA 71111	00042	.25	\$6,315	\$25,260	250	100%
LA	136990	220	HD SUPPLY WATERWORKS #108 #	MONROE LA 71203	00042	.25	\$3,159	\$12,639	249	99%
LA	138020		WATER & SEWER PRODUCTS *#	BRIDGE CITY LA 70096	00042	.25	\$5,280	\$21,121	249	99%
MA	104216		BAY STATE WATER WORKS + #	LITTLETON MA 01480	00011		\$	\$	000	
MA	111194	112	EASTON WINWATER WORKS #099	BROCTON MA 02301	00011		\$	\$	000	
MA	111194	730	BILLERICA WINWATER WORKS #029	BILLERICA, MA 01821	00011	.25	\$3,288	\$13,152	250	100%
MA	112541	166	FEI-NORTH HARWICH #773 #	NORTH HARWICH MA 02645	00011	.25	\$188	\$674	249	99%
MD	112541	160	FEI-WASHINGTON #1300	BELTSVILLE MD 20705	00010	.25	\$1,412	\$5,690	249	99%
MD	119685	030	L/B WATER SERVICE INC	FREDERICK MD 21701	00010	.25	\$6,499	\$25,997	249	99%
MD	136990	916	HD SUPPLY WATERWORKS #511 #+	FINKSBURG MD 21048	00010		\$	\$	000	
MD	138160	055	WATER WORKS INC	HYATTSVILLE MD 20781	00010	.25	\$3,419	\$13,677	249	99%
ME	120901	010	MAINE WATER WORKS SUP CO +	OAKLAND ME 04983	00011		\$	\$	000	
ME	130116	030	PRESCOTT INC EVERETT J + #	GARDINER ME 04345	00011		\$	\$	000	
MI	122261	020	MICHIGAN PIPE & VALVE-SAGINAW+	SAGINAW MI 48604-9708	00021		\$	\$	000	
MI	122261	030	MICHIGAN PIPE & VALVE-TRAVERS+	TRAVERSE CITY MI 49654	00021	.25	\$172	\$689	249	99%
MI	136970	025	UNDERGROUND PIPE & VALVE + #	KALAMAZOO MI 49001	00021		\$	\$	000	
MN	112541	494	FEI-NORTHERN WATER WORKS	SARTELL MN 56377	00051	.25	\$1,961	\$7,845	249	99%
MN	122646	005	MINNESOTA PIPE & EQUIP	FARMINGTON MN 55024	00051	.25	\$2,757	\$11,028	250	100%
MN	128210		PLANT & FLANGED EQUIP + #	BLAINE MN 55449-5227	00051	.25	\$7,138	\$28,553	249	99%
MN	136990	265	HD SUPPLY WATERWORKS #230	EDEN PRAIRIE MN 55344	00051	.25	\$2,505	\$10,341	249	99%
MO	111194	032	BLUE SPRINGS WINWATER #289	BLUE SPRINGS MO 64014	00050	.25	\$2,658	\$10,632	250	100%
MO	112541	385	FEI-KANSAS CITY #294	KANSAS CITY MO 64101	00050	.25	\$670	\$2,680	250	100%
MO	117805	015	ILLINOIS METER INC #	ST LOUIS MO 63129	00050		\$	\$	000	
MO	136990	350	HD SUPPLY WATERWORKS #226 #	BLUE SPRINGS MO 64015	00050	.25	\$1,074	\$4,296	250	100%
MO	136990	445	HD SUPPLY WATERWORKS #412	O FALLON MO 63366	00050	.25	\$6,534	\$34,138	249	99%
MO	136990	460	HD SUPPLY WATERWORKS #410	ST LOUIS MO 63129	00050	.25	\$15,460	\$61,973	249	99%
MO	138025		WATER & SEWER SUPPLY INC	COLUMBIA MO 65202	00050	.25	\$56	\$225	248	99%
MO	138113	025	WATER PRODUCTS INC #	HARRISONVILLE, MO 64701	00050	.25	\$1,320	\$5,250	250	100%
MS	112520	005	FAULKNER PIPE CO INC #	GREENVILLE MS 38703	00042	.25	\$807	\$3,230	249	99%
MS	135641	010	SUMMIT PIPE & SUPPLY	JACKSON MS 39209	00042		\$	\$	000	
MT	119610	020	NORTHWEST PIPE FITTINGS #	BILLINGS MT 59103	00070	.32	\$492	\$1,538	319	99%
MT	136990	396	HD SUPPLY WATERWORKS #591 #	MISSOULA MT 59808	00070		\$	\$	000	
MT	136990	398	HD SUPPLY WATERWORKS #592 #	KALISPELL MT 59901	00070		\$	\$	000	
NC	109114	025	CONSOLIDATED P & S	CHARLOTTE NC 28206	00020	.25	\$239	\$957	249	99%
NC	112541	912	FEI-CHARLOTTE WWWW#990	PINEVILLE NC 28134	00020		\$	\$	000	
NC	136990	030	HD SUPPLY WATERWORKS #017	ASHEVILLE NC 28903	00020	.25	\$10,308	\$41,344	249	99%
NC	136990	843	HD SUPPLY WATERWORKS #541	CHARLOTTE NC 28289	00020		\$	\$	000	
ND	112460		FARGO WTR EQUIPMENT CO	FARGO ND 58102	00051		\$	\$	000	
ND	112541	491	FEI-NORTHERN WATER WORKS #	FARGO ND 58102	00051	.25	\$15,759	\$61,036	250	100%
ND	112541	493	FEI-NORTHERN WATER WORKS #	BISMARCK ND 58501	00051	.25	\$2,679	\$10,716	250	100%
NE	111194	710	LINCOLN WINWATER WORKS #783	LINCOLN NE 68528	00030		\$	\$	000	
NE	111194	750	OMAHA WINWATER #777	OMAHA, NE 68137	00050	.25	\$262	\$1,049	249	99%
NE	112541	395	FEI-OMAHA #227 +	OMAHA NE 68102	00050		\$	\$	000	

report of blended fitting sales analysis

State	Tonnage Invoiced	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced
LA		.250	\$10,345	\$41,381	249	99%	4
LA	3	.250	\$30,425	\$121,930	249	99%	14
LA		.250	\$447	\$1,791	249	99%	
LA	3	.250	\$10,768	\$43,154	249	99%	5
LA	1	.250	\$8,737	\$34,949	249	99%	3
LA	2	.250	\$13,190	\$52,763	249	99%	5
MA		.250	\$1,976	\$7,906	249	99%	
MA		.250	\$917	\$3,669	249	99%	
MA	1	.250	\$12,028	\$48,114	249	99%	5
MA		.250	\$188	\$674	249	99%	
MD		.250	\$4,481	\$17,926	249	99%	1
MD	3	.250	\$21,524	\$86,749	248	99%	10
MD		.250	\$13,190	\$52,721	249	99%	5
MD	1	.250	\$8,085	\$32,343	249	99%	3
ME		.250	\$584	\$2,259	249	99%	
ME		.250	\$204	\$818	249	99%	
MI		.250	\$184	\$738	249	99%	
MI		.250	\$172	\$689	249	99%	
MI		.250	\$4,547	\$18,189	249	99%	1
MN		.250	\$4,432	\$17,731	249	99%	2
MN	1	.250	\$9,035	\$36,141	249	99%	3
MN	3	.250	\$18,595	\$66,397	249	99%	7
MN		.250	\$21,309	\$85,465	249	99%	9
MO	1	.250	\$13,228	\$52,914	249	99%	6
MO		.250	\$2,050	\$8,202	249	99%	
MO		.250	\$5,561	\$22,245	249	99%	2
MO		.250	\$9,095	\$36,382	249	99%	3
MO	3	.250	\$8,534	\$34,138	249	99%	3
MO	7	.250	\$34,295	\$137,310	249	99%	15
MO		.250	\$20,074	\$80,438	249	99%	8
MO		.250	\$10,797	\$43,191	249	99%	5
MS		.250	\$3,368	\$13,475	249	99%	1
MS		.250	\$3,762	\$15,131	249	99%	1
MT		.320	\$2,957	\$9,242	319	99%	1
MT		.320	\$4,237	\$13,241	319	99%	1
MT		.320	\$252	\$788	319	99%	
NC		.250	\$2,800	\$11,202	249	99%	1
NC		.250	\$133	\$535	248	99%	
NC	4	.250	\$24,395	\$97,694	249	99%	11
NC		.250	\$112	\$450	248	99%	
ND		.250	\$2,596	\$10,386	249	99%	1
ND	6	.250	\$70,759	\$283,037	249	99%	31
ND		.250	\$14,465	\$57,863	249	99%	6
NE		.250	\$13,153	\$52,615	249	99%	5
NE		.250	\$2,267	\$9,069	249	99%	
NE		.250	\$98	\$394	248	99%	

Confidential

TU-FTC-0249696

report of blended fitting sales analysis

State	Account	SFX	Customer	Address	Sales Person	Current Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published
NE	112541	396	FEI-OMAHA #226 +*	OMAHA NE 68144	00050	.25	\$3,538	\$14,153	249	99%
NE	136980	365	HD SUPPLY WATERWORKS #237 #	OMAHA NE 68138	00050	.25	\$1,543	\$6,174	249	99%
NH	111194	068	CONCORD WINNATER WORKS #039	CONCORD NH 03301	00011	.25	\$8,715	\$34,061	249	99%
NJ	105411	010	BRENT MATERIAL COMPANY	KENILWORTH, NJ 07033	00010	.25	\$8,331	\$33,327	249	99%
NJ	112494	050	RHAWN FLANGE CO	DELANCO NJ 08075	00010	.25	\$1,440	\$5,761	249	99%
NJ	138180	030	KENNEDY CULVERT & SPLY CO	CLEMENTON NJ 08021	00010		\$	\$	000	
NM	111194	015	ALBUQUERQUE WINNELSON #410	ALBUQUERQUE NM 87107	00060	.25	\$2,447	\$9,789	249	99%
NM	112541	523	FERGUSON WATERWORKS #1931 #	ALBUQUERQUE NM 87109-4520	00060		\$	\$	000	
NM	123206	145	MORRISON SUPPLY CO #	LAS CRUCES NM 88005	00060	.25	\$660	\$2,643	249	99%
NM	136980	675	HD SUPPLY WATERWORKS #117 #	ALBUQUERQUE NM 87107	00060		\$	\$	000	
NV	112541	798	FEI-NORTH LAS VEGAS #2041	NORTH LAS VEGAS NV 89030	00080		\$	\$	000	
NV	114839	522	HAJOCA-KELLYS P & S	LAS VEGAS NV 89102	00080		\$	\$	000	
NV	136980	115	HD SUPPLY WATERWORKS #034	LAS VEGAS NV 89119	00080		\$	\$	000	
NV	138599	005	WESTERN NEVADA SPLY	SPARKS NV 89431	00081	.32	\$1,057	\$3,304	319	99%
NY	104685	025	BLACKMAN PLBG SUPPLY +	MEDFORD NY 11763	00010		\$	\$	000	
NY	112184		ERB CO INC	BUFFALO NY 14210	00010	.25	\$38	\$145	248	99%
NY	120815		M J PIPE SPLY CORP +*	ROCHESTER NY 14611	00010	.25	\$1,001	\$4,006	249	99%
NY	137508	015	VELLANO BROS INC	WAPPINGERS FALL NY 12590	00010		\$	\$	000	
NY	137508	040	VELLANO BROS INC	ROCHESTER NY 14624	00010		\$	\$	000	
OH	106704	005	BUCKEYE STATE PIPE & SPLY	CHILLICOTHE OH 45601	00021	.25	\$2,568	\$10,274	249	99%
OH	112541	326	FERGUSON WATERWORKS #1953	CLEVELAND OH 44109	00021	.25	\$869	\$3,479	249	99%
OH	118052	020	ISCO - CLEVELAND OHIO	OLON, OH 44139	00021	.25	\$14,672	\$58,690	249	99%
OH	120749		PERRYSBURG P & S CO +	PERRYSBURG OH 43551	00021	.25	\$425	\$1,701	249	99%
OH	136906	010	TRUMBULL INDUSTRIES	AKRON OH 44304	00021	.25	\$843	\$3,374	249	99%
OH	136980	485	HD SUPPLY WATERWORKS #264 #	MASSILLON OH 43847-4233	00021	.25	\$1,896	\$7,587	249	99%
OH	136980	885	HD SUPPLY WATERWORKS #503 #	TIPP CITY OH 45371	00021	.25	\$20,986	\$84,282	249	99%
OK	112541	312	FERGUSON WATERWORKS #1895	BROKEN ARROW OK 74012-9169	00040	.25	\$2,521	\$10,087	249	99%
OK	129055	005	PIONEER SUPPLY CO	MOORE OK 73160	00040	.25	\$745	\$2,980	250	100%
OK	136980	605	HD SUPPLY WATERWORKS #123 #	OKLAHOMA CITY OK 73128	00040	.25	\$3,589	\$14,359	249	99%
OK	137458		UTILITY SPLY CO #	TULSA OK 74108	00040	.25	\$2,071	\$8,286	249	99%
OR	109131	005	CONSOLIDATED SUPPLY CO + #	TIGARD OR 97224	00070	.32	\$6,726	\$21,026	310	99%
OR	109131	010	CONSOLIDATED SUPPLY CO # +	BEND OR 97701	00070		\$	\$	000	
OR	109131	020	CONSOLIDATED SUPPLY CO + #	EUGENE OR 97402	00070		\$	\$	000	
OR	112541	058	FEI-MEDFORD #1538 +#	MEDFORD OR 97501	00070		\$	\$	000	
OR	112541	092	FEI-REDMOND #1614 #	REDMOND OR 97756	00070	.32	\$8,098	\$25,309	319	99%
OR	137169	065	UNITED PIPE & SPLY INC *#	TANGENT OR 97389	00070		\$	\$	000	
OR	137169	070	UNITED PIPE & SPLY INC *#	ROSEBURG OR 97470	00070	.32	\$534	\$1,671	319	99%
PA	112541	176	FERGUSON WATERWORKS #925 +#	OAKDALE PA 15071	00010	.40	\$198	\$492	398	99%
PA	136980	770	HD SUPPLY WATERWORKS #271 * *	PLYMOUTH MEETING PA 19462	00010	.40	\$2,620	\$6,551	399	99%
PA	138180	020	KENNEDY CULVERT & SPLY CO INC*	HORSHAM PA 19044	00010		\$	\$	000	
RI	111194	485	WARWICK WINNATER WORKS #008+*	WARWICK RI 02888	00011	.25	\$1,800	\$7,200	250	100%
SC	102150	005	ATI ANTIC SPLY & FOUIP +	SIMPSONVILLE SC 29681	00020		\$	\$	000	
SC	136980	340	HD SUPPLY WATERWORKS #551 *	GREER SC 29650-4724	00020	.25	\$2,508	\$10,034	249	99%
SC	136980	385	HD SUPPLY WATERWORKS #213	SUMTER SC 29153-8732	00020		\$	\$	000	
SC	136980	856	HD SUPPLY WATERWORKS #552	WEST COLUMBIA SC 29169-4763	00020	.25	\$1,245	\$4,982	249	99%
SD	110734	010	DAKOTA SUPPLY GROUP	RAPID CITY SD 57701	00051		\$	\$	000	

Confidential

TU-FTC-0249697

report of blended fitting sales analysis

State	Tonnage Invoiced	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced
NE	1	.250	\$7,026	\$28,105	.249	99%	3
NE		.250	\$1,543	\$6,174	.249	99%	
NH	4	.250	\$10,773	\$43,093	.249	99%	4
NJ	3	.250	\$10,116	\$40,467	.249	99%	4
NJ		.250	\$1,440	\$5,761	.249	99%	
NJ		.250	\$239	\$957	.249	99%	
NM	1	.250	\$5,463	\$21,854	.249	99%	2
NM		.250	\$2,518	\$10,073	.249	99%	1
NM		.250	\$1,300	\$5,201	.249	99%	
NM		.250	\$2,001	\$8,005	.249	99%	
NV		.320	\$159	\$497	.319	99%	
NV		.320	\$1,649	\$5,154	.319	99%	
NV		.320	\$202	\$632	.319	99%	
NV		.320	\$1,326	\$4,145	.319	99%	
NY		.250	\$2,007	\$8,030	.249	99%	
NY		.250	\$2,487	\$9,949	.249	99%	1
NY		.250	\$3,239	\$12,957	.249	99%	1
NY		.250	\$6,530	\$26,122	.249	99%	2
NY		.250	\$6,860	\$27,443	.249	99%	3
OH	1	.250	\$15,018	\$60,075	.249	99%	6
OH		.250	\$2,047	\$8,191	.249	99%	
OH	5	.250	\$21,927	\$87,709	.249	99%	8
OH		.250	\$425	\$1,701	.249	99%	
OH		.250	\$1,062	\$4,249	.249	99%	
OH		.250	\$9,672	\$38,689	.249	99%	4
OH	9	.250	\$29,783	\$119,731	.248	99%	13
OK	1	.250	\$12,587	\$50,350	.249	99%	5
OK		.250	\$2,843	\$11,375	.249	99%	1
OK	1	.250	\$3,589	\$14,359	.249	99%	1
OK		.250	\$2,071	\$8,286	.249	99%	
OR	2	.320	\$37,674	\$117,734	.319	99%	13
OR		.320	\$46	\$146	.317	99%	
OR		.320	\$204	\$638	.319	99%	
OR		.320	\$108	\$340	.317	99%	
OR	2	.320	\$13,531	\$42,286	.319	99%	4
OR		.320	\$253	\$792	.319	99%	
OR		.320	\$5,426	\$16,959	.319	99%	1
PA		.400	\$196	\$492	.398	99%	
PA		.400	\$2,620	\$6,551	.399	99%	
PA		.400	\$9,173	\$22,933	.399	99%	2
RI		.250	\$4,427	\$17,711	.249	99%	2
SC		.250	\$3,772	\$13,091	.249	99%	1
SC	1	.250	\$3,062	\$12,349	.249	99%	1
SC		.250	\$2,242	\$8,969	.249	99%	1
SC		.250	\$7,456	\$29,825	.249	99%	3
SD		.250	\$2,784	\$11,137	.249	99%	1

Confidential

TU-FTC-0249698

report of blended fitting sales analysis

State	Account	SFX	Customer	Address	Sales Person	Current Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published
SD	110734	015	DAKOTA SUPPLY GROUP #	SIoux FALLS SD 57101	00051	.25	\$1,705	\$6,822	249	99%
SD	119610	030	NORTHWEST PIPE FITTINGS	HURON SD 57350	00051		\$	\$	000	
SD	119610	045	NORTHWEST PIPE FTGS(NO POOL)	RAPID CITY SD 57701	00051	.25	\$155	\$620	250	100%
SD	136980	801	HD SUPPLY WATERWORKS #131	SIoux FALLS SD 57118	00051	.25	\$4,936	\$19,747	249	99%
TN	108620		COLEMAN ENTERPRISES	DANDRIDGE TN 37725	00030	.25	\$5,846	\$23,394	249	99%
TN	112541	290	FEI-MEMPHIS #100	MEMPHIS TN 38111	00042		\$	\$	000	
TN	112541	300	FEI-NASHVILLE #20 +	NASHVILLE TN 37210-3708	00030	.25	\$46	\$210	228	91%
TN	113057	005	G & C SUPPLY CO INC	ATWOOD TN 38220	00042	.25	\$31,172	\$124,690	249	99%
TN	115260	020	HAYES PIPE SPLY INC	MURFREESBORO TN 37129	00030	.25	\$3,720	\$14,860	250	100%
TN	136980	680	HD SUPPLY WATERWORKS #116	MEMPHIS TN 38118	00042	.25	\$5,688	\$22,667	249	99%
TN	136930		WALTER A WOOD SUPPLY CO	CHATTANOOGA TN 37407	00030	.25	\$7,891	\$31,566	249	99%
TX	100248	025	ACT PIPE & SPLY #	FT WORTH TX 76111	00040	.25	\$4,789	\$19,159	249	99%
TX	100549	005	ALL-TEX PIPE #	DALLAS TX 75220	00040		\$	\$	000	
TX	100549	030	ALL-TEX PIPE & SUPPLY INC	DALLAS, TX 75220	00040		\$	\$	000	
TX	101000	005	AMERPIPE SUPPLY INC	DALLAS TX 75229	00040		\$	\$	000	
TX	104500		BENMARK SUPPLY CO INC #	MIDLAND TX 79701	00040		\$	\$	000	
TX	104801		BIG COUNTRY WATERWORKS SPLY #	BROWNWOOD TX 76801	00040	.25	\$2,120	\$8,480	250	100%
TX	108621	005	CLOWE & COWAN OF EL PASO INC#	EL PASO TX 79935	00060		\$	\$	000	
TX	108810	080	COBURNS SPLY CO INC #	LONGVIEW TX 75601	00040	.25	\$2,646	\$10,585	249	99%
TX	111210		DIXIE UTILITY SPLY #	TEXARKANA TX 75501	00042	.25	\$1,490	\$5,960	250	100%
TX	112541	133	FERGUSON WATERWORKS #1006	KILLEEN TX 78543	00040	.25	\$2,922	\$11,691	249	99%
TX	112541	236	FERGUSON WATERWORKS #1847 #	BALCH SPRINGS TX 75180-1230	00040	.25	\$19,638	\$78,990	248	99%
TX	112541	363	FEI-MUN P & FAB/GA #1106 +#	SAN ANTONIO TX 78219	00040	.25	\$20,876	\$83,504	230	100%
TX	112541	366	FEI-MUN P&FAB/MISSION #1109 #	MISSION TX 78572-0000	00041	.25	\$929	\$4,043	229	91%
TX	112541	439	FERGUSON WATERWORKS #1108	KYLE TX 78640	00040	.25	\$15,968	\$64,095	249	99%
TX	112541	486	FERGUSON WATERWORKS #1254 #	GEORGETOWN TX 78626	00040	.25	\$6,944	\$28,064	247	98%
TX	112541	488	FERGUSON WATERWORKS #1241 #	FORT WORTH, TX 76177	00040	.25	\$19,633	\$78,535	249	99%
TX	112541	538	FERGUSON WATERWORKS #1975 #	EL PASO TX 79915-1004	00060	.25	\$7,335	\$29,341	249	99%
TX	118512		JOHNSON LAB & SPLY INC #	PALESTINE TX 75801	00040	.25	\$4,925	\$19,700	250	100%
TX	123206	040	MORRISON SUPPLY CO #	LUBBOCK TX 79404	00040	.25	\$4,188	\$16,754	249	99%
TX	123206	065	WHEELER MUNICIPAL/MORRISON #	AMARILLO TX 79105	00040	.25	\$6,510	\$34,042	243	89%
TX	123206	095	MORRISON SUPPLY CO +#	SAN ANGELO TX 76903	00040	.25	\$13,535	\$54,141	249	99%
TX	123640		MUNICIPAL WATER WORKS SPLY	ROYSE CITY TX 75169	00040	.25	\$11,351	\$45,566	249	99%
TX	125492	005	NATIONAL WHOLESALE SUPPLY INC	DENTON TX 76205	00040		\$	\$	000	
TX	125492	025	NATIONAL WHOLESALE SUPPLY INC	RICHARDSON TX 75081	00040	.25	\$573	\$2,295	249	99%
TX	129275		PLASTIC WHOLESALE PLBG INC #	ABILENE TX 79602	00040	.25	\$6,330	\$25,322	249	99%
TX	131280	005	RURAL PIPE & SUPPLY	JASPER TX 75751	00041	.25	\$179	\$717	249	99%
TX	135650		SUMMIT SUPPLY + #	HOUSTON TX 77032	00041	.25	\$33,433	\$133,889	249	99%
TX	136377		TEXAS METER & SEWER #	PRINCETON TX 75407	00040	.25	\$915	\$3,660	250	100%
TX	136610		TITAN PIPE & SPLY CO INC #	CORPUS CHRISTI TX 78409	00041	.25	\$2,238	\$8,954	249	99%
TX	136980	010	HD SUPPLY WATERWORKS #002 #	CORPUS CHRISTI TX 78409	00041	.25	\$1,708	\$6,833	249	99%
TX	136980	020	HD SUPPLY WATERWORKS #001 #	MCALLEN TX 78501	00041	.25	\$2,861	\$11,847	249	99%
TX	136980	190	HD SUPPLY WATERWORKS #140 +#	BELTON TX 76513	00040		\$	\$	000	
TX	136980	225	HD SUPPLY WATERWORKS #005 +#	SAN ANTONIO TX 78251	00040		\$	\$	000	
TX	136980	230	HD SUPPLY WATERWORKS #107 #	TYLER TX 75708	00040	.25	\$14,859	\$59,437	249	99%
TX	136980	795	HD SUPPLY WATERWORKS #124 #	KYLE TX 78640	00040	.25	\$1,613	\$6,455	249	99%

Confidential

TU-FTC-0249699

report of blended fitting sales analysis

State	Tonnage Invoiced	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced
SD		.250	\$10,944	\$43,777	249	99%	5
SD		.250	\$708	\$2,833	249	99%	
SD		.250	\$12,384	\$49,537	249	99%	4
SD	2	.250	\$37,969	\$151,959	249	99%	16
TN	2	.250	\$7,901	\$31,605	249	99%	3
TN		.250	\$542	\$2,170	249	99%	
TN		.250	\$953	\$3,752	248	99%	
TN	14	.250	\$53,220	\$213,007	249	99%	24
TN	1	.250	\$10,853	\$43,414	249	99%	4
TN	2	.250	\$7,189	\$28,758	249	99%	3
TN	3	.250	\$33,848	\$135,393	249	99%	15
TX	2	.250	\$8,713	\$26,855	249	99%	3
TX		.250	\$3,301	\$13,206	249	99%	1
TX		.250	\$391	\$1,566	249	99%	
TX		.250	\$213	\$853	249	99%	
TX		.250	\$201	\$806	249	99%	
TX		.250	\$3,170	\$12,682	249	99%	1
TX		.250	\$1,556	\$6,225	249	99%	
TX	1	.250	\$2,927	\$11,711	249	99%	1
TX		.250	\$10,101	\$40,406	249	99%	4
TX	1	.250	\$8,304	\$33,351	248	99%	3
TX	9	.250	\$69,040	\$276,734	249	99%	32
TX	8	.250	\$43,203	\$173,557	249	99%	20
TX		.250	\$18,254	\$65,341	248	99%	7
TX	7	.250	\$43,289	\$173,757	249	99%	19
TX	3	.250	\$18,957	\$68,119	248	99%	7
TX	8	.250	\$49,890	\$199,934	249	99%	22
TX	3	.250	\$11,998	\$47,954	249	99%	5
TX	2	.250	\$8,722	\$26,891	249	99%	2
TX	1	.250	\$5,481	\$21,925	249	99%	2
TX	3	.250	\$12,556	\$50,226	249	99%	5
TX	6	.250	\$17,911	\$71,645	249	99%	8
TX	4	.250	\$32,262	\$129,453	249	99%	14
TX		.250	\$3,037	\$12,151	249	99%	1
TX		.250	\$913	\$3,655	249	99%	
TX	2	.250	\$15,547	\$62,190	249	99%	7
TX		.250	\$179	\$717	249	99%	
TX	13	.250	\$45,914	\$183,928	249	99%	18
TX		.250	\$5,552	\$22,210	249	99%	2
TX	1	.250	\$2,238	\$8,954	249	99%	1
TX		.250	\$5,179	\$20,719	249	99%	2
TX	1	.250	\$5,424	\$21,697	249	99%	2
TX		.250	\$84	\$258	248	99%	
TX		.250	\$310	\$1,242	249	99%	
TX	6	.250	\$41,814	\$167,259	249	99%	19
TX		.250	\$22,379	\$89,517	249	99%	8

Confidential

TU-FTC-0249700

report of blended fitting sales analysis

State	Account	SFX	Customer	Address	Sales Person	Current Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published
TX	136980	930	HD SUPPLY WATERWORKS #160 #	ROUND ROCK TX 78664	00040	.25	\$9,428	\$37,713	249	99%
TX	136980	980	HD SUPPLY WATERWORKS #537 #	EL PASO TX 79907 1720	00080		\$	\$	000	
TX	137150		UNDERGROUND UTILITY SUPPLY #	LONGVIEW TX 75602	00040	.25	\$23,133	\$92,534	249	99%
TX	138915		WICHITA PIPE & SPLY CO + #	WICHITA FALLS TX 76301	00040		\$	\$	000	
VA	112484	010	FAST FABRICATORS INC	REMINGTON VA 22734	00020	.25	\$4,400	\$17,602	249	99%
VA	112541	172	FEI-CHARLOTTESVILLE #31	CHARLOTTESVILLE VA 22901	00020	.25	\$11,463	\$45,855	249	99%
VA	112541	212	FEI-LYNCHBURG #75	FOREST VA 24551	00020	.25	\$6,321	\$25,286	249	99%
VA	112541	272	FEI-MARTINSVILLE #55	MARTINSVILLE VA 24112	00020	.25	\$2,896	\$11,586	249	99%
VA	136980	295	HD SUPPLY WATERWORKS #209	CHESAPEAKE VA 23320-2516	00020	.25	\$49	\$196	250	100%
VA	136980	841	HD SUPPLY WATERWORKS #558	TOANO VA 23168	00020		\$	\$	000	
VA	138160	015	WATER WORKS SUPPLY CO VA	MECHANICSVILLE VA 23116	00020		\$	\$	000	
VA	138160	050	WATER WORKS INC	CHESAPEAKE VA 23323	00020	.25	\$1,048	\$4,185	249	99%
WA	109131	050	CONSOLIDATED SUPPLY CO #	GREENACRES WA 99016	00070	.32	\$8,146	\$25,457	319	99%
WA	112541	028	FEI-PASCO #1620 #	PASCO WA 99301	00070		\$	\$	000	
WA	112541	072	FEI-SPOKANE #3031 #	SPOKANE WA 99212	00070	.32	\$235	\$736	319	98%
WA	112541	091	FEI-BURLINGTON #1621 #	BURLINGTON WA 98233	00070		\$	\$	000	
WA	112541	129	FEI-TUMWATER #3179 #	TUMWATER WA 98501	00070		\$	\$	000	
WA	112986	040	FOWLER CO INC H D #	MARYSVILLE WA 98271	00070		\$	\$	000	
WA	137169	010	UNITED PIPE & SPLY INC #	WENATCHEE WA 98801	00070		\$	\$	000	
WA	137169	060	UNITED PIPE & SPLY INC *#	PASCO WA 99301	00070	.32	\$3,625	\$11,331	319	99%
WA	137169	075	UNITED PIPE & SPLY INC *#	TACOMA WA 98409	00070	.32	\$4,042	\$12,632	319	99%
WA	137169	090	UNITED PIPE & SPLY INC	MARYSVILLE WA 98270	00070	.32	\$2,068	\$6,464	319	99%
WI	112670	025	FIRST SUPPLY GROUP INC + #	MADISON WI 53713	00051		\$	\$	000	
WI	136980	162	HD SUPPLY WATERWORKS #242	HUDSON WI 54016	00051	.25	\$499	\$1,998	249	99%
WV	112541	249	FERGUSON WATERWORKS #527	CHARLESTON WV 25312	00020	.25	\$6,236	\$25,244	247	98%
WV	112541	382	FERGUSON WATERWORKS #2080	WHITE HALL, WV 26554	00020	.25	\$1,276	\$5,106	249	99%
WV	136980	921	HD SUPPLY WATERWORKS #516	STONEWOOD WV 26301	00020	.25	\$859	\$3,436	250	100%
WV	136980	960	HD SUPPLY WATERWORKS #515	DUNBAR WV 25064	00020	.25	\$222	\$868	250	100%
WY	111194	360	ROCK SPRINGS WINNELSON #370	ROCK SPGS WY 82901	00060		\$	\$	000	
WY	119132	015	DANA KEPNER CO INC #	CASPER WY 82601	00060		\$	\$	000	
WY	138130		WATERWORKS IND INC #	CASPER WY 82602	00060	.25	\$332	\$1,330	249	99%
AL	111700		EAGLE WHOLESale SUPPLY INC	ATHENS AL 35611	00030	.25	\$593	\$2,372	250	100%
AL	112541	250	FEI-BIRMINGHAM #3 +	BIRMINGHAM AL 35233	00030	.25	\$324	\$1,296	250	100%
AL	120906	060	MAINLINE SUPPLY CO	IRONDALE, AL 35210	00030	.25	\$2,868	\$11,472	250	100%
AL	120906	070	MAINLINE SUPPLY CO #	MONTGOMERY AL 36108	00030	.25	\$352	\$1,532	229	91%
AL	126321	005	NORTHWEST SUPPLY CO INC	NORTHPORT AL 35476	00030		\$	\$	000	
AL	136980	882	HD SUPPLY WATERWORKS #566	MADISON AL 35758-8989	00030	.25	\$1,552	\$6,211	249	99%
AR	138113	010	WATER PRODUCTS INC + #	TONITOWN AR 72770	00042	.25	\$1,480	\$5,920	250	100%
CA	106251	005	C WELLS PIPELINE MATERIALS #	CORONA CA 92380	00080	.28	\$1,079	\$3,856	279	95%
CA	112541	979	FERGUSON WATERWORKS #1079 #	LAKE ELSINORE, CA 92530	00080	.28	\$6,657	\$23,778	279	99%
CA	136980	160	HD SUPPLY WATERWORKS #176	INDIO CA 92201	00080	.28	\$112	\$400	280	100%
CO	114025	010	GRAND JUNCTION P & S #	CARRONDALE CO 81623	00060	.25	\$115	\$463	248	98%
CO	114025	015	GRAND JUNCTION P & S #	GYPSUM CO 81637	00060	.25	\$50	\$203	248	98%
CO	114025	025	GRAND JUNCTION P & S #	MONTRORSE CO 81401	00060		\$	\$	000	
FL	109114	100	CONSOLIDATED P & S	ORLANDO FL 32808	00310	.25	\$312	\$1,250	249	99%
FL	136980	045	HD SUPPLY WATERWORKS #035 #	JACKSONVILLE FL 32256	00310		\$	\$	000	

Confidential

TU-FTC-0249701

report of blended fitting sales analysis

State	Tonnage Invoiced	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced
TX	4	.250	\$12,485	\$49,863	249	99%	5
TX		.250	\$5,072	\$20,291	249	99%	2
TX	10	.250	\$43,813	\$175,255	249	99%	20
TX		.250	\$113	\$455	248	99%	
VA	2	.250	\$19,666	\$78,747	249	99%	8
VA	5	.250	\$32,125	\$128,503	249	99%	14
VA	2	.250	\$8,321	\$25,266	249	99%	2
VA	1	.250	\$2,896	\$11,566	249	99%	1
VA		.250	\$4,158	\$16,634	249	99%	1
VA		.250	\$533	\$2,134	249	99%	
VA		.250	\$2,161	\$8,647	249	99%	
VA		.250	\$3,824	\$15,298	249	99%	1
WA	2	.320	\$8,932	\$27,915	319	99%	2
WA		.320	\$6,358	\$19,871	319	99%	2
WA		.320	\$943	\$2,947	319	99%	
WA		.320	\$5,295	\$16,547	319	99%	1
WA		.320	\$854	\$2,671	319	99%	
WA		.320	\$1,316	\$4,115	319	99%	
WA		.320	\$5,456	\$17,052	319	99%	1
WA	1	.320	\$14,275	\$44,612	319	99%	5
WA	1	.320	\$9,269	\$28,968	319	99%	3
WA		.320	\$4,327	\$13,522	319	99%	1
WI		.250	\$1,504	\$6,016	249	99%	
WI		.250	\$4,825	\$19,302	249	99%	2
WV	3	.250	\$12,053	\$48,512	248	99%	6
WV		.250	\$1,276	\$5,106	249	99%	
WV		.250	\$1,083	\$4,333	249	99%	
WV		.250	\$12,826	\$51,305	249	99%	6
WY		.250	\$817	\$3,271	249	99%	
WY		.250	\$606	\$2,425	249	99%	
WY		.250	\$5,426	\$21,707	249	99%	2
AL		.250	\$3,023	\$12,092	250	100%	1
AL		.250	\$1,161	\$4,644	250	100%	
AL	1	.250	\$8,175	\$32,700	250	100%	3
AL		.250	\$3,385	\$13,382	252	100%	1
AL		.250	\$65	\$260	250	100%	
AL		.250	\$5,352	\$21,408	250	100%	2
AR		.250	\$10,973	\$43,892	250	100%	4
CA		.280	\$2,087	\$11,025	280	100%	1
CA	2	.280	\$16,121	\$57,575	280	100%	6
CA		.280	\$112	\$400	280	100%	
CO		.250	\$10,852	\$43,408	250	100%	4
CO		.250	\$3,796	\$15,184	250	100%	1
CO		.250	\$3,208	\$12,632	250	100%	1
FL		.250	\$17,779	\$71,116	250	100%	7
FL		.250	\$202	\$808	250	100%	

Confidential

TU-FTC-0249702

report of blended fitting sales analysis

State	Account	SFX	Customer	Address	Sales Person	Current Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published
FL	136980	055	HD SUPPLY WATERWORKS #085 #	FT MYERS FL 33905		00310 .25	\$200	\$800	250	100%
GA	112541	067	FEI POOLER	POOLER GA 31322		00030 .25	\$5,275	\$21,103	249	99%
GA	112541	218	FEI-FAYETTEVILLE #775	FAYETTEVILLE GA 30215		00030 .25	\$2,232	\$8,928	250	100%
GA	119090	005	KENDALL SUPPLY INC	KENNESAW GA 30144		00030 .25	\$1,088	\$4,355	249	99%
GA	118790	005	LANIER MUNICIPAL SPLY	LAKELAND GA 31635		00030 .25	\$59	\$236	250	100%
IA	112541	620	FEI-CLIVE #522 +	CLIVE IA 50325		00050 .25	\$171	\$684	250	100%
IL	111194	745	ST JACOB WINWATER WORKS	ST JACOB, IL 62281		00050	\$	\$	000	
IL	136980	430	HD SUPPLY WATERWORKS #482 +	LAKEBLUFF IL 60044		00051 .25	\$2,632	\$10,529	249	99%
IL	136980	440	HD SUPPLY WATERWORKS #483 +	MOKENA IL 60448		00051	\$	\$	000	
IL	139949	005	ZIEBELL WATER SERVICE	ELK GROVE VILLAGE IL 60007		00051 .25	\$3,511	\$14,047	249	99%
IN	136970	010	UNDERGROUND PIPE & VALVE #	FT WAYNE IN 46825		00021	\$	\$	000	
IN	137452	010	UTILITY SPLY CO	PERU IN 46970		00021 .25	\$5,111	\$20,444	250	100%
KS	131390		SALINA SPLY CO THE	SALINA KS 67402		00050 .25	\$1,733	\$6,934	249	99%
KS	132957		SMITH & LOVELESS	LENEXA KS 66215		00050 .25	\$246	\$984	250	100%
KY	109142	005	CONSTRUCTION SITE SERVICES	PADUCAH KY 42003		00021 .25	\$74	\$296	248	99%
KY	136980	725	HD SUPPLY WATERWORKS #114	LEXINGTON KY 40509		00021	\$	\$	000	
LA	108810	013	COBURNS SPLY CO INC	DENHAM SPRINGS LA 70726		00042	\$	\$	000	
MA	112541	167	FEI-CANTON #772 #	CANTON MA 02021		00011 .25	\$5,832	\$23,328	250	100%
MA	120901	005	JOHN HOADLEY & SONS INC	ROCKLAND MA 02370		00011 .25	\$5,481	\$21,924	250	100%
MA	130120		H R PRESCOTT & SONS #	WEST BOYLSTON MA 01583		00011 .25	\$5,083	\$20,352	250	100%
MI	122261	015	MICHIGAN PIPE & VALVE-LANSING+	LANSING MI 48917		00021 .25	\$521	\$2,084	250	100%
MO	120906	175	MAINLINE SUPPLY CO #	SPRINGFIELD MO 65803		00050 .25	\$14,313	\$57,252	250	100%
MO	136980	607	HD SUPPLY WATERWORKS #130	OSAGE BEACH MO 65065		00050	\$	\$	000	
MS	111216		DIXIE WHOLESALE WATERWORKS #+	LOUISVILLE MS 39339		00042 .25	\$396	\$1,584	250	100%
MT	112541	018	FEI-BILLINGS #2006 #	BILLINGS MT 59102		00070	\$	\$	000	
NC	120906	145	MAINLINE SUPPLY CO	FAYETTEVILLE NC 28306		00020 .25	\$744	\$2,978	249	99%
NC	120906	155	MAINLINE SUPPLY CO	RALEIGH NC 27603		00020	\$	\$	000	
NC	136980	840	HD SUPPLY WATERWORKS #023	WILSON NC 27893		00020	\$	\$	000	
NC	136980	847	HD SUPPLY WATERWORKS #543	KINSTON NC 28501-7387		00020 .25	\$4,815	\$19,260	250	100%
NE	112541	390	FEI-LINCOLN #588 +	LINCOLN NE 68512		00050 .25	\$132	\$528	250	100%
NJ	112541	171	FERGUSON WATERWORKS #926 +#	FOLGOM NJ 08037		00010	\$	\$	000	
NJ	120118		LEE CO THE	DENVILLE NJ 07834		00010	\$	\$	000	
NJ	130516	005	RARITAN SUPPLY COMPANY	EDISON NJ 08817		00010 .25	\$1,168	\$4,674	249	99%
NM	130970	005	RIO GRANDE PUMP & SUPPLY CO	LAS CRUCES, NM 88007		00060	\$	\$	000	
NM	136980	850	HD SUPPLY WATERWORKS #522 #	FARMINGTON NM 87401		00060	\$	\$	000	
NY	104921	005	BLAIR SUPPLY +	ROCHESTER NY 14624		00010	\$	\$	000	
NY	112541	442	FERGUSON WATERWORKS #2040	WATERTOWN, NY 13601		00011 .25	\$81	\$324	250	100%
NY	137508	005	VELLANO BROS INC	LATHAM NY 12110		00011	\$	\$	000	
NY	127502	010	VELLANO BROS INC	LANCASTER NY 14098		00010 .25	\$1,045	\$4,180	250	100%
OH	136980	535	HD SUPPLY WATERWORKS #320 #	ASHLAND OH 44805		00021 .25	\$277	\$1,110	249	99%
OK	118775	015	OKLAHOMA CONTRACTORS SPLY #	OKLAHOMA CITY OK 73128		00040 .25	\$12,361	\$49,445	249	99%
OR	112541	056	FEI-HII ISBORO WW #1537 #	HII ISBORO, OR 97124		00070	\$	\$	000	
PA	107105		CENTRAL CLAY PRODUCTS +*	WILKES-BARRE PA 18702		00010	\$	\$	000	
PA	119665	015	LUB WTR SERVICE INC +	EPHRATA PA 17522		00010	\$	\$	000	
SC	117890		INDEPENDENT WATER WORKS	LEXINGTON SC 29073		00020	\$	\$	000	
SC	120906	150	MAINLINE SUPPLY CO	SUMTER SC 29154		00020	\$	\$	000	

Confidential

TU-FTC-0249703

report of blended fitting sales analysis

State	Tonnage Invoiced	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced
FL		.250	\$800	\$3,200	.250	100%	
GA	2	.250	\$20,075	\$80,300	.250	100%	9
GA	1	.250	\$5,566	\$22,264	.250	100%	2
GA		.250	\$13,829	\$55,316	.250	100%	6
GA		.250	\$6,897	\$27,588	.250	100%	3
IA		.250	\$171	\$684	.250	100%	
IL		.250	\$9,491	\$37,964	.250	100%	4
IL	1	.250	\$13,006	\$52,024	.250	100%	6
IL		.250	\$819	\$3,276	.250	100%	
IL	1	.250	\$4,313	\$17,252	.250	100%	1
IN		.250	\$9,388	\$37,552	.250	100%	4
IN	2	.250	\$15,733	\$62,932	.250	100%	7
KS		.250	\$7,047	\$28,188	.250	100%	3
KS		.250	\$2,537	\$10,148	.250	100%	1
KY		.250	\$11,641	\$46,564	.250	100%	5
KY		.250	\$321	\$1,284	.250	100%	
LA		.250	\$313	\$1,252	.250	100%	
MA	2	.250	\$5,832	\$23,328	.250	100%	2
MA	2	.250	\$13,367	\$53,468	.250	100%	6
MA	2	.250	\$5,063	\$20,332	.250	100%	2
MI		.250	\$13,031	\$52,124	.250	100%	6
MO	6	.250	\$14,313	\$57,252	.250	100%	6
MO		.250	\$7,150	\$28,600	.250	100%	3
MS		.250	\$396	\$1,584	.250	100%	
MT		.320	\$720	\$2,250	.320	100%	
NC		.250	\$7,402	\$29,608	.250	100%	3
NC		.250	\$1,384	\$5,536	.250	100%	
NC		.250	\$409	\$1,636	.250	100%	
NC	2	.250	\$4,815	\$19,260	.250	100%	2
NE		.250	\$132	\$528	.250	100%	
NJ		.250	\$315	\$1,260	.250	100%	
NJ		.250	\$582	\$2,328	.250	100%	
NJ		.250	\$8,998	\$35,992	.250	100%	4
NM		.250	\$691	\$2,764	.250	100%	
NM		.250	\$8,909	\$35,636	.250	100%	4
NY		.250	\$4,985	\$19,940	.250	100%	2
NY		.250	\$81	\$324	.250	100%	
NY		.250	\$3,720	\$14,880	.250	100%	1
NY		.250	\$1,650	\$6,600	.250	100%	
OH		.250	\$401	\$1,604	.250	100%	
OK	5	.250	\$32,424	\$129,696	.250	100%	14
OR		.320	\$4,716	\$15,175	.320	100%	1
PA		.400	\$1,716	\$4,290	.400	100%	
PA		.400	\$4,440	\$11,100	.400	100%	1
SC		.250	\$43	\$172	.250	100%	
SC		.250	\$6,718	\$26,872	.250	100%	3

Confidential

TU-FTC-0249704

report of blended fitting sales analysis

State	Account	SFX	Customer	Address	Sales Person	Current Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published
SC	136980	852	HD SUPPLY WATERWORKS #551	GREER SC 29650-4724	00020		\$	\$	.000	
SD	136980	802	HD SUPPLY WATERWORKS #132	RAPID CITY SD 57703	00051	.25	\$4,953	\$19,815	249	99%
TN	100870	010	AMERICAN PIPE & SUPPLY	NASHVILLE TN 37210	00030		\$	\$	.000	
TN	109114	013	CONSOLIDATED P & S	KNOXVILLE TN 37931	00030	.25	\$345	\$1,380	250	100%
TN	112541	173	FERGUSON ENTERPRISES	CHATTANOOGA TN 37406	00030		\$	\$	.000	
TN	136980	275	HD SUPPLY WATERWORKS #236	BLOUNTVILLE TN 37617-5315	00030	.25	\$2,053	\$8,213	249	99%
TX	100248	050	ACT PIPE & SPLY	BUDA TX 76610	00040		\$	\$	.000	
TX	100549	010	ALL-TEX PIPE #	FT WORTH TX 76117	00040		\$	\$	.000	
TX	119132	035	WESTERN INDUSTRIAL LLC #	ODESSA TX 79764-6304	00040	.25	\$894	\$3,576	250	100%
TX	120806	105	MAINLINE SUPPLY CO	DALLAS TX 75218	00040	.25	\$22,869	\$91,476	250	100%
TX	123206	205	MORRISON SUPPLY(UTIL) #54 + #	SAN ANTONIO TX 78247	00040	.25	\$2,069	\$8,276	250	100%
TX	136384		TEXAS WATER PRODUCTS #	FT WORTH TX 76119	00040	.25	\$2,825	\$11,303	249	99%
TX	136429	005	THE SCRUGGS CO	HOUSTON TX 77075	00041		\$	\$	.000	
TX	136980	206	HD SUPPLY WATERWORKS #161 #	BEAUMONT, TX 77706	00040		\$	\$	.000	
VA	112541	212	FEI-LYNCHBURG #75	FOREST VA 24551	00020		\$	\$	.000	
VT	112541	675	FEI-COLCHESTER #590 #	COLCHESTER VT 05446	00011		\$	\$	.000	
VT	130116	020	PRESCOTT INC EVERETT J + #	BARRE VT 05641	00011		\$	\$	.000	
WI	136980	820	HD SUPPLY WATERWORKS #233 +	SUN PRAIRIE WI 53550	00051		\$	\$	.000	
WV	136980	912	HD SUPPLY WATERWORKS #514	MARTINSBURG WV 25401	00020		\$	\$	.000	
FL	136980	873	HD SUPPLY WATERWORKS #579	SARASOTA FL 34237	00310	.25	\$4,056	\$15,872	265	102%
HI	109131	040	FLUID SYSTEMS HAWAII INC+	SEE BELOW	00080	.28	\$7,508	\$26,816	279	99%
HI	118240		ISI HAWAII WATER SOLUTIONS	PEARL CITY HI 96782	00080	.28	\$17,583	\$62,798	279	99%
MN	112541	492	FEI-NORTHERN WATER WORKS	BLAINE MN 55449	00051	.25	\$6,142	\$32,568	249	99%
OR	137169	035	UNITED PIPE & SPLY INC *#	EUGENE OR 97402	00070	.32	\$768	\$2,632	291	90%
MI	120775	005	M & E MANUFACTURING	GRAND RAPIDS, MI 49548	00021		\$	\$	.000	
WI	112541	449	FEI-DAVIES #1479	PEWAUKEE, WI 53072	00051	.25	\$2,806	\$11,224	250	100%
FL	136980	075	HD SUPPLY WATERWORKS #025 #	PENSACOLA FL 32514	00310	.25	\$784	\$335	938	375%
VA	112541	333	FEI-WILLIAMSBURG #1579	WILLIAMSBURG VA 23188	00020	.25	\$479	\$1,020	469	187%

Confidential

TU-FTC-0249705

report of blended fitting sales analysis

State	Tonnage Invoiced	Average Published Multiplier	Invoice Amount	Invoice @ List	Actual Average Multiplier	Actual % of Published	Tonnage Invoiced
SC		.250	\$1,149	\$4,596	.250	100%	
SD	2	.250	\$20,099	\$80,396	.250	100%	8
TN		.250	\$192	\$768	.250	100%	
TN		.250	\$345	\$1,380	.250	100%	
TN		.250	\$916	\$3,664	.250	100%	
TN		.250	\$14,353	\$57,412	.250	100%	6
TX		.250	\$7,260	\$28,792	.252	100%	2
TX		.250	\$149	\$596	.250	100%	
TX		.250	\$894	\$3,576	.250	100%	
TX	9	.250	\$74,232	\$296,928	.250	100%	31
TX		.250	\$22,489	\$89,876	.250	100%	10
TX	1	.250	\$4,521	\$18,084	.250	100%	2
TX		.250	\$1,242	\$4,968	.250	100%	
TX		.250	\$2,312	\$9,248	.250	100%	
VA		.250	\$14,204	\$56,816	.250	100%	6
VT		.250	\$225	\$900	.250	100%	
VT		.250	\$105	\$420	.250	100%	
WI		.250	\$876	\$3,504	.250	100%	
WV		.250	\$11,267	\$45,068	.250	100%	5
FL	1	.250	\$6,479	\$25,564	.253	101%	2
HI	3	.280	\$29,288	\$102,568	.285	101%	12
HI	6	.280	\$40,054	\$140,172	.285	101%	15
MN	3	.250	\$75,480	\$296,517	.254	101%	20
OR		.320	\$3,546	\$10,866	.326	101%	1
MI		.250	\$2,007	\$7,848	.255	102%	
WI	1	.250	\$17,147	\$65,140	.263	105%	7
FL		.250	\$9,367	\$35,167	.266	106%	3
VA		.250	\$3,238	\$12,055	.268	107%	1

Confidential

TU-FTC-0249706

**CX 0375**

**From:** Rick Tatman <RTatman@TylerPipe.com>  
**Sent:** Tuesday, January 8, 2008 10:02 PM  
**To:** McCullough, Leon (McWane Executive Vice President)  
<lmccullough@clowvalve.com>  
**Cc:** Walton, Thomas (McWane Sr. Vice President) <twalton@MH-Valve.com>  
**Subject:** Draft Z...or it just feels like it.

---

Hopefully you can read from your blackberry.

January 11<sup>th</sup> 2007

RE: Pending price change for Utility Fittings and Accessories

Dear Valued Customer,

Due to continued rising costs, especially within our off shore operations, we find it necessary to increase pricing on Utility Fittings and Accessories.

As per our prior letter of last October 5<sup>th</sup>, we will adjust pricing by increasing multipliers while retaining our current List Price, LP-5072. Letters stating the new region specific multipliers will be mailed January 18<sup>th</sup>. For your planning purposes, the increase will be 10% to 12% above the current competitive levels effective February 18<sup>th</sup>.

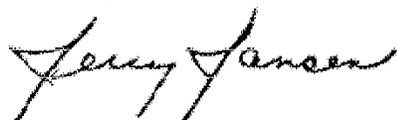
It is not our intention to provide job pricing. In an effort to support Distribution and stable market conditions, we will continue to monitor the competitive environment and will adjust regional multipliers as required.

All annual municipal bid contracts will be honored per the terms of the contract. Jobs quoted prior to this announcement will be honored up to March 1<sup>st</sup>, with documentation provided to your local Tyler/Union sales representative.

If the current inflationary trends continue as forecasted, we anticipate the need to announce another multiplier increase within the next 6 months. However, we will only do so if conditions require and the increase can be supported by stable market conditions.

We thank you for your business and as always we remain committed to providing you with quality products at competitive prices.

Sincerely,



Jerry Jansen  
National Sales Manager

**CX 0456**

**From:** Rick Tatman <rtatman@tylerunion.com>  
**Sent:** Monday, May 18, 2009 11:36 PM  
**To:** Ruffner Page <rpage@mcwane.com>  
**Cc:** Leon McCullough <lmccullough@clowvalve.com>; Thomas Walton <twalton@mh-valve.com>  
**Subject:** Sigma / Victor

---

Let me address the items from your message below then comment on a few topics for the pending meeting with Victor.

1) One issue with Yin is that at this point we don't have much more than 500 tons/yr to place with him. He needs the volume, but that tonnage is too small for him to put his Sigma business at risk. If we had somewhere between 2,500 to 5,000 tons/yr the game would probably change.

2) We continue to source through Sigma because even their high China pricing is lower than Clow's and on < 100 tons/yr we don't yet have another source. Excluding those < 100 tons, the margin hit if we don't use Sigma is < \$200,000 for Tyler/Union. Note if the Dalian Orient source option pans out their pricing is less than half of Sigma's which would net a significant savings.

3) TXX has patterns for every item we sell more than 25pcs/yr. We can certainly add more patterns but I'd like to see if Dalian Orient or other potential options work out.

4) There are several reasons to have some level of working relationship with Metal Fit. I'm not sure exactly how Sigma fits into that loop and which entity actually has ownership of which patterns so I can't comment much further at this point.

As for Victor's meeting with you.....

A healthy and constructive relationship with Sigma could be beneficial to both parties and the industry in general. From my perspective there's a general trust issue based upon recent experience that they don't seem to consistently stay within the Spirit of agreements.

On the non Domestic side we need more competitive and consistent pricing on items we elect to source through Sigma and un-circumvented access to expand our business relationships with other supply options.

On the Domestic side we could continue to creatively explore whether or not there could be a healthy relationship structure established between McWane, Sigma and ACIPCO. We have stopped branding Disa product for them since it was showing up on Domestic jobs but we still sell Tyler/Union branded domestic product into their OEM division headed by Mitchell Rona. I suspect one of their larger customers for that product is ACIPCO who needs it to fill out their domestic offering. Our supply relationship with ACIPCO has recently turned sour as they now won't quote us until we provide the specific distributor/Job details for the fittings we need and then in many cases they'll elect to no quote us. When they do quote us it's pushing \$5,000/ton.

With the pending ARA projects we're actually looking into the feasibility of tooling 36" - 38" patterns for Domestic production at an outside foundry such as Glidewell. In a perfect world we could tool the 20% of patterns that make up 80% of the volume and source the rest from ACIPCO or have ACIPCO sell the balance without blocking us out on what we can provide.....it's late I must have started dreaming!

Sigma would have the same issue if they wanted to enter the Domestic market with only the "A" items since we're the only viable option on the balance of the items certainly through 20".

Rick

-----Original Message-----

From: Ruffner Page [<mailto:rpage@mcwane.com>]  
 Sent: Monday, May 18, 2009 3:40 PM  
 To: Rick Tatman  
 Cc: Leon McCullough; Thomas Walton  
 Subject: RE: Star

There is no doubt that the suppliers we could have in common with Sigma will continue to shy away from selling us direct. The initial offer by Yin to cut out Sigma was only a test, I am convinced. Therefore I should expect us to get him to do so now. How much does it cost us to go through Sigma to get these "C" items that represent such a small amount of tons (% & \$)?

Also we can perhaps develop the tooling focusing just on these 25 highest running "C" items then the next 25 patterns and have them in place for the 2010 selling season. Sourcing from Mexico's Metalfit may be an option if Sigma allows us to pay a rental fee on the particular patterns in question. Victor is coming to see me Wednesday afternoon. So let me know if you want me to ask him.

I also need a service level report responding to Bill Theiss (sp?)

-----Original Message-----

From: Rick Tatman [<mailto:rtatman@tylerunion.com>]  
 Sent: Monday, May 18, 2009 3:15 PM  
 To: Ruffner Page  
 Cc: Leon McCullough; Thomas Walton  
 Subject: Star

Ruffner,

BCH does indeed have about 100 patterns that aren't available at TXX. However, almost all of those are either Flange x MJ fittings or Push-On fittings that we can produce at Union Foundry.

In terms of what Star could potentially supply that we can't...

There are < 75 patterns representing < 100 tons/yr that we don't have available either through TXX, Union, Clow or BCH. Almost all of those patterns are for odd configuration (36"-48") diameter castings that Mr. Yin has available @ A1 and we'd currently have to source from Sigma @(\$1.00 - \$1.60/lb)\*

We recently located another potential source in China that claims to have the vast majority of those odd patterns. A team from TXX will be going to Dalian Orient June 2nd for an on site audit and if there are no issues we'll start shifting most all of our Sigma orders to them. Their quoted price for small lot orders was \$0.61/lb.

In short we have access to almost any fitting item FEI purchases from Star and I would assume FEI will keep Sigma as an alternate source.

What I'm not that familiar with are the street castings and other misc items both Star and Sigma carry and if Star has an exclusive on any particular product from that segment that FEI needs.

Regards,

Rick Tatman

\*On a side note I met with Mr. Yin in April to set-up a direct sourcing relationship with A1 per our discussions during the prior year. Even though his foundry was very slow he changed course and declined to sell direct saying we still needed to go through Sigma. We encountered a similar change in position from BH foundry where Sigma get their glands and gland pack from. Mr. Zhang and I visited BH last fall and met with the owner. He was very interested in supplying us glands and provided a quote within days of our meeting. A month later when we went to place an order he said he that he could accept any orders at this time. I don't have any confirmation, but it certainly appears that Sigma has had some hand in "encouraging" their suppliers to not support us.

-----Original Message-----

From: Ruffner Page [<mailto:rpage@mcwane.com>]  
Sent: Sunday, May 17, 2009 4:49 PM  
To: Rick Tatman  
Subject: Fw: Star

Resending to correct address.

----- Original Message -----

From: Ruffner Page  
To: 'rtatman@tylerpipe.com' <[rtatman@tylerpipe.com](mailto:rtatman@tylerpipe.com)>  
Cc: Leon McCullough  
Sent: Sun May 17 16:45:13 2009  
Subject: Star

R

Do they have fittings tooling that we still don't have? If we were to replace them would we have to find some sizes/dimensions/end configuration to have a complete line?

Also I understand Gooding's foundry BCH has much tooling at one point we didn't have. Is that still true? This is Tom L info from a year ago.

R

**CX 0484**

**From:** Rick Tatman  
**Sent:** Thursday, October 15, 2009 4:11 PM  
**To:** Rick Tatman <rtatman@tylerunion.com>  
**Subject:** Jerry Burns - Notes 10/15/09

---

- Star/Dan McCutchen recently visit ACIPCO looking for access to domestic fittings
- I don't think ACIPCO fundamentally wants to support Star but they want they both want the tonnage for their foundry and don't want Star to develop patterns.
- Jerry Said that IF they did something for Star it would be under an exclusive supply arrangement for 30" & greater
- ACIPCO is looking at a business strategy where by they source more ND fittings from Sigma to open up domestic mfg and then they want to support the domestic LD requirements for McWane, Sigma, Star, US Pipe, ect
- This would address the cost issues they have on jobs that don't require domestic fittings and keep others from adding domestic fitting capacity which I'm sure they view and not in their long term best interest
- ACIPCO has the pipe on the 42"/48" job in OK that Star claims to have the fittings on. Jerry said he could have had the fittings business but Star took it too low and he elected to see if they could actually supply.
- Jerry claims he's paying above published for our fittings from Sigma and wanted to know if we could help. I said that I couldn't discuss our pricing arrangement with Sigma, but if he wanted to buy direct he still would be able to achieve the prior discount offered.
- Jerry wanted to know if we would consider having ACIPCO supply all of our LD domestic requirements.
- I said that we were fairly committed to phase 1 of our LD program but that we certainly would be willing to discuss a relationship with them prior to committing tooling \$ for additional phases.
- I said on the core A items, I didn't think he would be in a cost position to allow us to react as needed to competitive situations, but on the B and C items we would be in a better position to absorb a higher cost in lue of investing in tooling.
- I said that an agreed upon discount to published market levels would be a good approach.
- I believe that ultimately ACIPCO would be better off is we agree to purchase B&C items from them rather than tool and in turn they agree not to supply Star. The Incremental volume from selling McWane and Sigma the B&C items would be greater than what they would net from selling Star and then loosing at least our B items.
- Collateral damage to Ebba if they support Star

**Richard S Tatman**

**VP & GM - Tyler/Union**

(903) 882-2440

[rick.tatman@tylerunion.com](mailto:rick.tatman@tylerunion.com)

[www.tylerunion.com](http://www.tylerunion.com)

**CX 0527**

---

**From:** Ramon Prado  
**Sent:** Monday, May 12, 2008 10:38 AM  
**To:** Chuck Carrigan; Chuck Carrigan 2; Clay Galloway; Ramon Prado; Ryan Berry  
**Subject:** FW: Fitting Mult. Changes on Hold  
**Attachments:** 20080509174617094.pdf

Guys,

See Matt's email below and the Tyler attachment. Tyler is not going up until June 16<sup>th</sup> and multipliers are yet to be determined.

Please call me if you have any questions or want to discuss how to hold your mouth with our customers.

Thanks,

Ramon Prado  
Southeastern Division Manager  
Star Pipe Products  
Office: (281) 582-8420  
Cell: (281) 787-0979  
Fax: (281) 368-5369

---

**From:** Matt Minamyer  
**Sent:** Monday, May 12, 2008 9:49 AM  
**To:** Bud Leider; Michael Berry; Neil McGillivray; Pete Lisowski; Ramon Prado; Shaun Smith  
**Cc:** Pam Garey; Dan McCutcheon; Linda Meiers; Blake Harrison; Dale Andrews  
**Subject:** Fitting Mult. Changes on Hold

TO: All

Our current multiplier changes on fittings have been put on hold for the time being. The fittings market pricing is just coming off the last increase so we want to evaluate the market conditions for the next few weeks, let the market settle down a little bit, and then make a decision in early to mid June on to how to proceed.

Please let our customers know that we are on hold and will let them know what our plan is in time for them prepare.

Thanks,

Matt

Matt Minamyer  
National Sales Manager  
Star Pipe Products  
4018 Westhollow Parkway  
Houston, TX 77082  
Direct Office (281) 582-8445  
Cell (713) 301-8734  
[mattm@starpipelineproducts.com](mailto:mattm@starpipelineproducts.com)



May 7, 2008

To: All Tyler Union Distribution Customers  
RE: Pricing for Utility Fittings and Accessories

Dear Valued Customer,

You have likely heard or read about continued increases in factors of production impacting both domestic and global operations. The foundry industry has been hit particularly hard with sharp increases in scrap iron, alloys and transportation costs. While the financial impact to our business is real, we also recognize there are restrictions as to the level and timing at which pricing can be accommodated in the market.

We are sending this general communication to our waterworks distribution customers to more clearly define our intention in regards to future pricing actions.

Before announcing any price actions, we carefully analyze all factors including: domestic and global inflation, market and competitive conditions within each region, as well as performance against our own internal metrics. We anticipate being able to complete our analysis by the end of May. At that point, we will send out letters to each specific region detailing changes, if any, to our current pricing policy.

For planning purposes only, we expect for regions with a change that multipliers will increase in the range of 6% up to 16% effective June 16<sup>th</sup>.

Sincerely,

Jerry Jansen  
National Sales Manager

**CX 0534**

---

**From:** Dan McCutcheon  
**To:** Ramesh Bhutada  
**CC:** Navin Bhargava; Rishi Bhutada  
**Sent:** 10/17/2008 6:14:15 PM  
**Subject:** RE: Tyler South Plant Announcement

**I don't think we can draw that conclusion from this action. Two things:**

- **They had a significant capacity problem**
- **Sigma recently bought 8 t/l's from tyler because sigma said "they could buy them for 15% cheaper from tyler than they could get them from china". After the 8 t/l's, tyler would not take any more orders. My guess is tyler took these orders to try to make a point. During the negotiation, tyler stated that they are now the low cost producer and said they could prove it. I think there is some exaggeration in this statement, but I believe the core point.**

---

**From:** Ramesh Bhutada  
**Sent:** Friday, October 17, 2008 1:29 PM  
**To:** Dan McCutcheon; Navin Bhargava; Rishi Bhutada; Matt Minamyers; Susan Schepps; Ravi Pallod  
**Subject:** RE: Tyler South Plant Announcement

Dan,

Finally the expected happened.

Does it also indicate that Tyler and by extension Star 's landed production costs from China are lower than domestic production costs even after pig iron increases in China.?

Ramesh

---

**From:** Dan McCutcheon  
**Sent:** Friday, October 17, 2008 9:11 AM  
**To:** Ramesh Bhutada; Navin Bhargava; Rishi Bhutada; Matt Minamyers; Susan Schepps  
**Subject:** FW: Tyler South Plant Announcement

**From:** Rick Fairbanks [mailto:rick@TDG.coop]  
**Sent:** Thursday, October 16, 2008 2:32 PM  
**To:** 'Barnett, Steve'; 'Brewer, Buzz'; 'Cook, Steve'; 'Coryn, Mike'; 'Dagle, Bob'; 'Dixon, Darren '; 'Fowler, Hod'; 'Gardner-Vollers, Linda '; 'Green, Duane'; 'Groeniger, Rick'; 'Hayes, Jenks'; 'Himes, Bruce'; 'Johnson, Dennis'; 'Johnson, Wayne'; 'Koetje, Tim'; 'Konen, Jeff'; 'Losee, Kurt'; 'Mina, Tom'; 'Morrison, Ed'; 'Ota, Ken'; 'Parent, Dick'; 'Parsons, Jim'; 'Poehling, Joe'; 'Porter, Curtis'; 'Prescott, Peter'; 'Shaw, Tom'; 'Sheley, Dennis'; Tom Stordahl  
**Subject:** FW: Tyler South Plant Announcement

Dear TDG Members,

FYI: I'm forwarding you this email from Rick Tatman, VP&GM of Tyler/Union.

Essentially the message is: Due to the difficult economic climate Tyler/Union is closing, through 2009, the manufacturing of its domestic ductile iron fittings in Tyler, TX. They will manufacture domestic fittings only in Anniston, AL, plus they will continue to manufacture in China. The Tyler north plant, where they manufacture soil pipe and other products, will continue production. Tyler will also continue to be a service and distribution center for both domestic and blended products.

Rick

Rick Fairbanks  
THE DISTRIBUTION GROUP  
rick@tdg.coop  
(801) 475-4000 office  
(801) 475-0100 fax  
(801) 540-4030 mbl  
www.tdg.coop

---

**From:** Rick Tatman [mailto:rtatman@tylerunion.com]  
**Sent:** Thursday, October 16, 2008 12:20 PM  
**To:** Rick Tatman  
**Subject:** Tyler South Plant Announcement

See attached.

Today we announced internally our decision to cease active production at the Tyler South Plant for at least the full 2009 calendar year.

Although it was a difficult decision to make, this action will strengthen our competitive position for both our domestic and blended product offerings.

We will still maintain Tyler as a service center and distribution yard. As such there will be no change to either your customer service contact point or sales coverage.

I'm going to spend most of the afternoon holding small group meetings with our hourly team members to address their concerns.

I will try to contact you over the next few days to answer any questions that you may have.

As always, we appreciate the opportunity to earn your business.

*Richard (Rick) Tatman*

VP&GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-2440  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)

---

This email has been scanned by the MessageLabs Email Security System.  
For more information please visit <http://www.messagelabs.com/email>

---

**CX 0569**

**From:** Rick Tatman <rtatman@tylerunion.com>  
**Sent:** Monday, April 13, 2009 7:50 PM  
**To:** Walton,Thomas (McWane Sr. Vice President) <twalton@MH-Valve.com>  
**Cc:** McCullough, Leon (McWane Executive Vice President) <lmccullough@clowvalve.com>; Jerry Jansen <Jerry.Jansen@tylerunion.com>; Laura Alvey <Laura.Alvey@tylerunion.com>  
**Subject:** List Price Change Final draft.doc  
**Attach:** List Price Change Final draft.doc

---

Thomas,

As requested here's the final draft of the List Price change announcement letter with cc: to Leon. I spoke with Jerry this evening and he feels we can still hold to the May 1st effective date if we can send this letter out ASAP. If not we should probably consider pushing effective date out since we're getting inside a 2-week window. There's nothing magical about May 1st other than our comparative financial reporting is much cleaner if things change at a month point.

I understand we have some final issues to resolve among ourselves in terms of what multipliers will be announced against this new List....Jerry felt somewhat comfortable sending that document out latter in the week which will give us some time to resolve the last of the open market questions.

FYI....the actual net effect of the List and multipliers changes for Domestic product will be near zero as we really didn't want to give any net Domestic pricing at this point. However, since the List Pricing on the (3"-12") stocking segment is actually going up, the offsetting decrease in Domestic multipliers to achieve a net zero gives somewhat of an illusion that Domestic Prices are going down.

If needed we could strike that "In addition, to reaffirm our commitment to support Domestic specifications and American manufacturing jobs, Domestic multipliers will also be adjusted". comment from the announcement....but I somewhat like the initial message that text sends to our import competitors as it will take them some time to put all the pcs together.

From a List Price perspective we took the (3"-12") up somewhat since that's our strongest market share and eventually when the pricing wars end we'd like to be able to get the margins up on that segment to help offset the reduced List Prices on the larger diameter segments where our share is weaker.

*Richard (Rick) Tatman*

VP&GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-2440  
rtatman@tylerunion.com  
[www.tylerunion.com](http://www.tylerunion.com)



April 13, 2009

Dear valued customer,

Tyler/Union will be implementing a new List Price LP-5091 effective May 1, 2009 that will supersede our current List Price, LP-5072. LP-5091 will be available on our website @ [www.tylerunion.com](http://www.tylerunion.com) or if you need a hardcopy, please contact your local Tyler/Union representative.

Unlike traditional changes, this new List Price is not a result of a need to raise prices. Instead, this change was implemented to provide a more rational pricing structure across our entire product offering from a manufacturer's perspective. Although there are item by item changes, the most significant change is with the larger diameter product segments where prices have been significantly decreased.

To address competitive market conditions, we will also implement new Blended multipliers for many market areas effective with LP-5091. In addition, to reaffirm our commitment to support Domestic specifications and American manufacturing jobs, Domestic multipliers will also be adjusted. The new multipliers for your specific market areas will be communicated in a separate document.

All annual municipal bid contracts will be honored per the terms of the contract. Jobs quoted prior to today's announcement will be honored through May 31, 2009.

Please contact your local Tyler/Union sales representative if you have special concerns or conditions that need to be considered.

We thank you for your business and look forward to serving your future demands.

A handwritten signature in cursive script that reads "Jerry Jansen".

Jerry Jansen  
National Sales Manager

**CX 0607**

P.O. Box 300  
700 Goldman Dr.  
Cream Ridge, NJ 08514



TEL: (609) 758-0800  
FAX: (609) 758-1158/1159/1189  
Internet: [www.sigmaco.com](http://www.sigmaco.com)  
Email: [Sales@sigmaco.com](mailto:Sales@sigmaco.com)

October 23, 2007

To: Valued Sigma Customers  
From: Larry Rybacki

Re: List Price Increase January 2, 2008/ Multiplier Increase November 5, 2007

Dear Valued Customers,

This year has certainly been a challenge to us all, and all indications are that 2008 will be more of the same. It has been especially trying for many of us who have manufacturing facilities overseas, though increased costs are affecting domestic producers too. With increased costs in raw materials, freight, currency, personnel, etc. we have no choice but to reflect a price increase on all our Fittings, Accessories and Municipal Castings including Valve Boxes, etc. in the next few months.

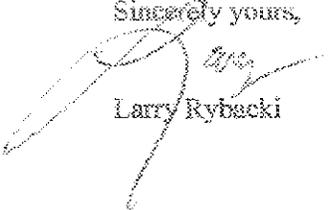
The first increase will be two to three multiplier points on all Fittings (MJ, Push-on, Flanged and Accessories) effective November 5, 2007. The second increase which will be a minimum of 6% will take place on January 2, 2008 and will be in the form of a list price increase. The January 2, 2008 Price List increase will encompass all products in our current catalog.

We will honor current pricing for all orders placed before November 5, 2007 with no shipping restrictions.

We at SIGMA share your concerns about the impact from the recent decline in market multipliers on your inventory value and margins. We realize that declining prices help no-one and devaluing your inventory and the service and quality we provide is unconscionable, but we also are conscious of our responsibility to support our customers when the market prices decline no matter how irrationally. Please be aware that frequent price fluctuations is not SIGMA's marketing philosophy and we will do everything we can to make sure they are minimized in the future.

Thank you for your support, and good fortune for the rest of the year and beyond.

Sincerely yours,



Larry Rybacki

**CX 0627**

## Current Competitive Environment

### General:

- Net pricing in 2007 lagged inflation due to pressure on volume
- The July LP increase wasn't fully realized by Sigma/Star due to lower multipliers and allowing specific accounts to continue buying off prior LP
- Continued inflation out of China is increasing pressure for netting real price

### Tyler/Union

- Oct 5<sup>th</sup>: Announcement stated that any future price actions would be handled with multiplier changes rather than by publishing new List Price books.
- Due to Domestic Mfg our average inflation is well below Sigma and Star's

### Sigma:

- Oct 23<sup>rd</sup>: Announce a minimum LP increase of 6% for Jan 2<sup>nd</sup>
- Mid Dec: Posted new LP files on their website (16% to 46%) increase ~25% on average
- Dec 20<sup>th</sup>: **Delayed their effective date while bashing Tyler/Union for not following**

### Star:

- Nov 30<sup>th</sup>: List Price increase announced for Jan 2<sup>nd</sup> effective date
- Late Dec: Revised effective date to Feb 4<sup>th</sup>
- No actual values or % changed have yet to be announced or posted

## New Sigma List vs Tyler/Union LP5072

C153 MJ Compact 1/4 Bend

Size In	Item No	Ship Code	Crt Qty	List Price \$ w/o Acc	Wt lb	Tyler List w/o Acc	% Change
3	DMB290	S	36	102	19	82	24.29%
4	DMB490	S	72	121	25	90	24.44%
6	DMB690	S	48	152	39	144	28.30%
8	DMB890	S	30	281	57	224	25.62%
10	DMB1090	S	12	448	89	338	32.54%
12	DMB1290	S	12	594	108	491	29.49%
14	DMB1490	S	4	1168	210	971	20.29%
16	DMB1690	S	4	1609	264	1174	37.08%
18	DMB1890	S	4	2495	335	2120	17.89%
20	DMB2090	S	2	3087	400	2440	26.70%
24	DMB2490	S	2	4710	565	3690	19.57%
30	DMB3090	S	1	8990	930	7470	19.01%
36	DMB3690	S	1	13594	1450	11423	19.01%
42	DMB4290	S	1	24071	2305	20498	17.50%
48	DMB4890	S	1	37311	2990	32164	16.00%

C153 Compact 1/8 Bend

Size In	Item No	Ship Code	Crt Qty	List Price \$ w/o Acc	Wt lb	Tyler List w/o Acc	% Change
3	DMB345	S	36	88	16	71	23.94%
4	DMB445	S	120	110	22	83	32.53%
6	DMB645	S	60	153	32	126	22.40%
8	DMB845	S	36	231	46	194	19.07%
10	DMB1045	S	12	387	70	266	46.04%
12	DMB1245	S	6	474	88	366	29.88%
14	DMB1445	S	6	926	160	730	26.85%
16	DMB1645	S	6	1139	202	896	28.56%
18	DMB1845	S	6	1942	250	1632	19.00%
20	DMB2045	S	2	2398	305	2013	19.00%
24	DMB2445	S	2	3495	405	2937	19.00%
30	DMB3045	S	1	7461	780	6069	19.01%
36	DMB3645	S	1	12370	1135	10095	19.00%
42	DMB4245	S	1	16402	1610	13956	17.50%
48	DMB4845	S	1	24169	2090	20635	16.00%

% Change varies by both Product Group and Size. Other Product Groups need to be analyzed for further insights.

Weighted Average increase appears to be in the 25% Range

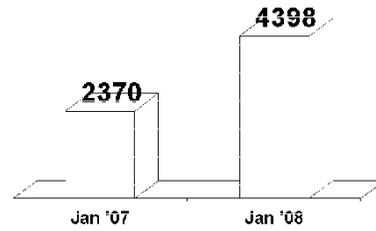
## China Inflation – Update with Jan Data

### Total Cost Impact: ~\$301/ton

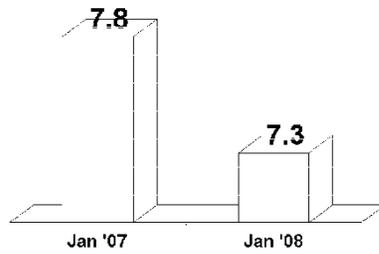
- Pig Iron: \$205
- Coke: \$16
- Exchange Rate: \$33
- VAT Change: \$47

Inflation expected through mid 2008  
VAT reduction 5% to 0% expected 2Q

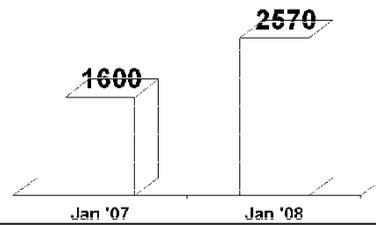
Pig Iron (RMB/Metric Ton)



Exchange Rate (RMB per \$)



Coke (RMB/Metric Ton)



## Desired Message to the Market & Competitors

- Tyler/Union will be consistent and follow through with what we've formally communicated.
- T/U will encourage/drive both price stability and transparency.
- T/U will adjust multipliers as required to remain competitive within any given market area. (Consistent Job Pricing will be met with general market actions)
- For 2008, we will support net price increases but will do so in stepped or staged increments. A prerequisite for supporting the next increment of price is reasonable stability and transparency at the prior level.

Due to their now more desperate need for price, I believe that Sigma and Star will mimic and verbally follow any program we publish. However the keys to actual success are:

1. T/U being consistent with what we say for an extended period (> 3 months)
2. Sigma & Star's mgt pulling price authority away from front line sales and customer service personnel to add discipline to the process
3. Support from our major customers to abandon the current process of branches calling multiple suppliers to auction for price. (We'll need face to face meetings)
4. The Big 3 not allowing 3<sup>rd</sup> tier suppliers like Serampore to disrupt the process

### Actual Inflation verses Announces Increases

- \$300/ton of China inflation over the prior 12 months represents about 15% of the average gross selling price for Blended product.
- It appears that between (6% to 8%) of price was realized from the 11% average July List Price Increase.
- Sigma's recent List Price Increase on average appears to be another ~25% above the July levels.
- Based upon recent history, Sigma's actual support of the announced increase is highly suspect.
- If Tyler followed near that level, we anticipate Sigma would continue the pattern of being 2-3pts below Tyler/Union while offering more flexible terms to secure volume.

## “Rough Draft” of a Stronger Language Letter

Dear Valued Customer,

Due to continued rising costs, especially within our off shore operations, we find it necessary to increase pricing on Utility Fittings and Accessories.

As per our prior letter of last October 5<sup>th</sup>, we will adjust pricing by increasing multipliers while retaining our current List Price, LP-5072. Letters stating the new multipliers and specific conditions will be sent within the next several weeks. For your planning purposes, the increase will be 8% to 12% with a target effective date of February 18<sup>th</sup>.

Two  
Potential  
Versions

We understand the need for this increase and that in general, higher price levels provide value to the industry. However, we don't believe the industry's your best interests are served by publishing increases at levels that are not supported, leading to instability and ultimately erosion of market level pricing.

While we acknowledge this increase is significantly lower than what has been communicated by another supplier. We don't believe your best interests are served by publishing increases that in turn are not supported, leading to instability and ultimately erosion of market level pricing.

If the current inflationary trends continue as forecasted, we may need to announce another multiplier increase within the next 3 to 6 months. However, we will only do so if both conditions require and the increase can be supported within stability market conditions.

We thank you for your business and as always we remain committed to providing you with quality products at competitive prices.

## **“Rough Draft” of a Softer Language Letter**

Dear Valued Customer,

Due to continued rising costs, especially within our off shore operations, we find it necessary to increase pricing on Utility Fittings and Accessories.

As per our prior letter of last October 5<sup>th</sup>, we will adjust pricing by increasing multipliers while retaining our current List Price, LP-5072. Letters stating the new multipliers and specific conditions will be sent within the next several weeks. For your planning purposes, the increase will be 8% to 12% with a target effective date of February 18<sup>th</sup>.

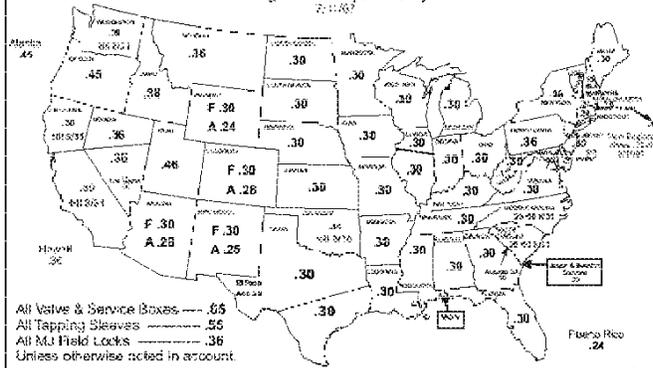
If the current inflationary trends continue as forecasted, we may need to announce another multiplier increase within the next 3 to 6 months. However, we will only do so if both conditions require and the increase can be supported within stability market conditions.

We thank you for your business and as always we remain committed to providing you with quality products at competitive prices.

**Back-up  
Reference  
Material**

## Blended Multiplier Map

Tyler Pipe/Union Foundry  
Utilities Blended Fittings Multiplier Map  
Program Participants Only



STATE	Sept - Dec Actual Average	STATE	Sept - Dec Actual Average
OK	0.234	SD	0.290
NE	0.238	TN	0.282
KS	0.243	MD	0.298
WV	0.246	IN	0.296
VA	0.249	MA	0.300
SC	0.250	GA	0.300
ND	0.250	WI	0.305
MO	0.252	WY	0.300
NC	0.256	NY	0.300
MS	0.260	AR	0.304
VT	0.260	CO	0.304
LA	0.263	CA	0.304
MN	0.263	MT	0.310
TX	0.266	OH	0.324
NV	0.267	AL	0.347
IA	0.268	PA	0.380
RI	0.271	ID	0.366
FL	0.281	OR	0.388
NM	0.283	HI	0.371
DE	0.287	CT	0.372
IL	0.287	WA	0.382
AZ	0.288		

Last published multiplier map  
Note Comparison to Actual Average Tyler Values  
Union is trying to pull similar data



October 5, 2007

RE: Price change for Utility Fittings and Accessories Effective November 5, 2007

Dear Valued Customer:

Due to continued rising costs, especially within our off shore operations, we find it necessary to increase pricing on all Utility Fittings and Accessories effective November 5, 2007.

We will retain our current List Price, LP-6072, but the invoice multiplier will increase as follows from the previous levels:

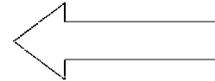
Blended Utility Fitting and Accessory Orders:	+0.020
Domestic Utility Fitting and Accessory Orders:	+0.010

The new invoice multipliers will apply to all orders received on or after November 5, 2007. Any order received prior will be price protected provided no shipping restrictions apply.

Please provide your local Tyler/Union territory manager with documentation regarding any existing quotations and municipal bids before November 2, 2007. Job quotes will be honored for 80 days. Municipal contracts will be honored through the term of the contract not to exceed one year provided the documentation includes quantities and deliver dates.

As a convenience to our customers, it is our intention to address future price actions with adjustments to invoice multiplier levels rather than by publishing List Price changes.

We thank you for your business and as always we remain committed to providing you with quality products at competitive prices.



Sincerely,

Jerry Jansen  
National Sales Manager

P.O. Box 200  
100 S. Atlantic Dr.  
Chattanooga, TN 37424



412.269.1000  
Fax: 412.269.1001  
Website: www.sigmacorp.com  
Email: sales@sigmacorp.com

October 21, 2007

To: Valued Sigma Customers  
From: Larry Ryback

Re: List Price Increase, January 1, 2008 / Minimum Invoices, November 1, 2007

Dear Valued Customers,

This year has certainly been a challenge to us all, as all industries are that 2008 will be more of the same. It has been especially tough for many of us who have manufacturing facilities overseas, though increased costs are affecting domestic producers too. With increased costs in raw materials, freight, energy, personnel, etc. we have no choice but to reflect a price increase on all our ratings, Accessories and Rentals. Charges including Value Packs, etc. in the next few months.

The price increase will be ten to three and a half points on all things (M, P, Padlock). The goal will be maintained effective November 1, 2007. The price increase would be a maximum of 5% will take place on January 1, 2008 and will be in the form of a list price category. The January 1, 2008 Price List increase will encompass all products in our current catalog.

We will have terms pricing for all orders placed before November 1, 2007 with no shipping conditions.

We at SIGMA share your concerns about the impact from the recent decline in market conditions to your inventory value and margins. We realize that declining prices, hold orders and declining inventory and the service and quality we provide is unreasonable, but we also recognize our responsibility to support our customers who are needed most during the most difficult time. Please be sure to request price reductions in our SIGMA's marketing philosophy and we will do everything we can to make sure they are maintained in the future.

Thank you for your support and good business for the rest of the year and beyond.

Sincerely yours,

Larry Ryback



In direct conflict with Tyler/Union's Oct 5<sup>th</sup> announcement on managing future price actions with multipliers rather than List Price changes

## Sigma Dec 20<sup>th</sup> Announcement

Date: December 20, 2007  
TO: Sigma Corporation's Valued Customers  
Sub: January 2, 2008 Price Increase  
From: Larry Rybacki

Dear Customers,

We at SIGMA Corporation wish you all a very happy and healthy holiday season, and thank you all for your support and friendship throughout the year.

Unfortunately for you and us one of our competitors in the Fittings Industry has not announced a New List Price increase for 2008 despite the fact that they are subject to the same cost pressures as the rest of us. As a result the New List Price Sheet as it pertains to Fittings only will be delayed for the time being. It is our sincere hope that the delay will be short term and that this Price Increase which is healthy for all of us will be implemented in the very near future.

This delay is for Fittings only and does not apply to all other products in the January 2<sup>nd</sup> Price Book. We're sorry for any inconveniences this may have caused you, and we will continue to provide you with the quality and service you have become accustomed to at SIGMA Corporation.

Thank you for your attention to this matter!

Sincerely yours,



## 1<sup>st</sup> Star Price Announcement

November 30, 2007

RE: New Price List for Utility Fittings (UPL 98.01)

Dear Valued Customer:

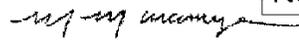
Star Pipe Products will be publishing a new Price List for Utility Fittings, Accessories and Fabricator Products (UPL 98.01) to be effective January 1st, 2008.

This new Utility Fittings Price List will be green in color and replace the current Price List (UPL 57.02) that is blue in color.

This new pricing will apply to all orders received on and after January 1st, 2008. Any order before January 1st, 2008 will be price protected, as long as no shipping restrictions apply.

Thank you for your business in 2007 and we wish you great success for 2008.

Regards,



Matt Minamyer  
National Sales Manager,  
Star Pipe Products

Note that no % increase was stated

## Revised Star Announcement Pushing Date to Feb 4th

\*\*\* EFFECTIVE DATE HAS CHANGED TO **FEBRUARY 4TH, 2008** \*\*\*

November 30, 2007



Posted Late December although letter date remained same as the 1<sup>st</sup> announcement – Nov 30<sup>th</sup>

RE: New Price List for Utility Fittings (UPL.08.01)

Dear Valued Customer:

Star Pipe Products will be publishing a new Price List for Utility Fittings, Accessories and Fabricator Products (UPL.08.01) to be effective February 4th, 2008.

This new Utility Fittings Price List will be **green** in color and replace the current Price List (UPL.07.02) that is blue in color.

This new pricing will apply to all orders received on and after February 4th, 2008. Any order before February 4th, 2008 will be price protected, as long as no shipping restrictions apply.

Thank you for your business in 2007 and we wish you great success for 2008.

Regards,

Matt Minamyer  
National Sales Manager,  
Star Pipe Products

**CX 0710**

**From:** Jennifer Heys <Jennifer.Heys@tylerunion.com>  
**Sent:** Saturday, August 29, 2009 8:29 PM  
**To:** Nikki Dolick <Nikki.Dolick@tylerunion.com>; Justin Connor  
<Justin.Connor@tylerunion.com>; ruffman70@aol.com  
**Cc:** Jerry Jansen <Jerry.Jansen@tylerunion.com>  
**Subject:** Conference Call  
**Attach:** Call.doc

---

For those of you that missed yesterday's conference call, attached is a summary of what was discussed. Call Jerry if you have any questions regarding our new policy on Star Domestic.  
Have a great weekend!  
Jennifer

Conference Call 8/28/09

**STAR DOMESTIC:**

- All indications we have state Sigma is NOT getting into the domestic market. They don't see a lot of value going forward. We may end up selling them some.
- We welcome Star to the domestic market if they are willing to make the same investments we have, and meet the same specs. However, we intend to protect our domestic brand.
- What are we going to do if a customer buys Star domestic? We are not going to sell them our domestic. We have a lot of money invested in our foundries, and we are not willing to be cherry-picked by anyone using Star domestic. IF Star actually has a full line, they are a viable option for anyone to use – we're just not going to share domestic business.
  - This means the customer will no longer have access to our domestic. They can still buy ND from us.
  - Once they use Star, they can't EVER buy domestic from us.
  - **WE DON'T WANT TO THREATEN!** We just want to make it clear that we are protecting our domestic brand, and we are going to support those that support us.
  - They will no longer get "blended" inventory. It will be all import.
  - For companies with multiple branches (HD, Ferguson, Winwater, Hajoca, etc) – if one branch uses Star, every branch is cut off.
  - TDG companies will be treated as independents, not grouped together.
  - This is the same thing distributors do to contractors. They do not allow them to buy only a few items from them – they want the whole job.
  - Jerry will be putting out talking points for us to use.
  - We fully expect to lose some ND business because of this.
  - We have to promote that we can handle their ND and DOM needs. We have the full line, and we continue growing our line constantly. They need us – not Star.
  - So far, Star is at the same price as we are, so there is no advantage to the distributor choosing Star over Tyler.
  - We still don't know specifically where Star is pouring their fittings. They won't say.
  - Leon, Rick & Jerry will be talking to the big, multi-branch customers. Salesmen will be talking with local branch managers and owners.
    - This is not to be discussed in passing – this is a **SERIOUS** conversation.
    - Report back to Jerry all conversations had, so that Jerry can revise our talking points for the whole sales team.

**ARRA:**

- Make sure you are discussing our stance with all customers, every day.
- De Minimis waiver – this one will keep coming up. Know how to discuss it. Distributors are telling engineers things that aren't true in order to use this waiver.

This is for bolts, nuts & gaskets only. Glands & fittings have a country of origin on them.

- Make everyone aware of the [www.mcwanebuyamerican.com](http://www.mcwanebuyamerican.com) website. Use the flyers you were sent.
- Make sure you mention our domestic valve boxes & glands. Sell the whole domestic product line.

**ND Valve Boxes:**

- Vince is now in charge of valve box pricing. Any questions or comments should be directed to him
- Make sure we are pushing valve AND SERVICE boxes.
- Vince has sent out a new price list showing our bottom dollar. This is where we CAN go. Not where we WANT to go. Make sure you are using the revised one he sent out with 9 changes highlights in turquoise.
- Make sure you start high and negotiate on pricing. We need to make as much money as we can on these. The minimum quantity we want to sell is a crate. Use the lower prices to try to move half or full truckloads.
- This may be their last chance to buy the heavy boxes. Once this inventory is gone, we will be replacing with lightweight boxes.
- This price list is confidential, do not hand out to anyone. We do not want the competitors to know our price range.
- We have to get these boxes moved by the end of the year. Talk to Vince if a deal can be made for prices lower than listed, or for extended terms.
- Focus on the boxes Vince has shaded in yellow. These are the highest quantity items.
- Track your valve box sales.

We are not down as far as the Ductile Pipe, PVC Pipe, or Valve & Hydrant divisions. We believe we are holding our own, and not losing market share.

**CX 0729**

**From:** Rick Tatman  
**Sent:** Tuesday, July 21, 2009 10:08 PM  
**To:** Charlie Nowlin <cnowlin@mcwane.com>  
**Subject:** Proforma Sigma Offer July 2009.xls  
**Attach:** Proforma Sigma Offer July 2009.xls

---

Charlie,

I believe Thomas left you a v-mail.

We are having some discussions with Sigma as to providing them with Domestic fittings as an alternative to them securing their own source option such as Star has done.

This is certainly a choice of evils as having more Domestic suppliers doesn't really increase the size of the pie. Our ultimate decision will be based upon:

- If we say No, would Sigma really spend the \$ required to execute a domestic product option
- Would providing Sigma with access to Tyler/Union domestic protect help us either better protect our brand/share against Star or promote more stable market prices

There was some discussion as to whether or not we should include idle plant costs within our analysis at which point said why don't you ask Charlie for his opinion

One view is that those are real costs that will be with us for the next 2-years as we burn down the inventory so they should be reflected in our cost basis especially since we don't know if this will be a long term arrangement.

The other view is that those are not part of our real long term mfg costs and are more a reflection of both our inventory levels and the short term market and therefore should be excluded in any consideration.

The attached was just a simple model I built to help with a rough evaluation of Sigma's proposal. One tab includes idle plant and the other excludes it.

I'm in Anniston cell is (903) 216-1272

Proforma Sigma Offer July 2009.xls

UNSUPPORTED OR EXCLUDED FILE TYPE

**Excluding Idle Plant Costs**

<u>Tyler/Union Sales to Distribution</u>										
Group	Mfg Cost <sup>(1)</sup>	Average List	Published Multi	Gross Sales @ Published	Discount	OutBound Freight	Cash Disc <sup>(2)</sup>	Rebate <sup>(3)</sup>	Net	% Sales Weighting
3"-12"	\$2,236	\$9,000	0.43	\$3,870	N/A	\$150	\$77	\$328	\$1,079	72%
14"-24"	\$2,565	\$10,000	0.53	\$5,300	N/A	\$150	\$106	\$454	\$2,025	23%
30"	\$2,796	\$11,000	0.65	\$7,150	N/A	\$150	\$143	\$617	\$3,444	3%
36"	\$3,500	\$11,000	0.65	\$7,150	N/A	\$150	\$143	\$617	\$2,740	2%
	\$2,354			\$4,363					\$1,401	

Sigma Sales tonnage	Margin \$ Transferred to Sigma	Equivalent Price Market Price Action on Sigma tons
1,000	\$814,982	18.7%
2,000	\$1,629,964	"
3,000	\$2,444,947	"
4,000	\$3,259,929	"
5,000	\$4,074,911	"

<u>Tyler/Union Sales to Sigma</u>										
Group	Mfg Cost <sup>(1)</sup>	Average List	Multi to Sigma	Discount	OutBound Freight	Cash Disc <sup>(2)</sup>	Rebate <sup>(3)</sup>	Net	% Sales Weighting	
3"-12"	\$2,236	\$9,000	0.31	-27.9%	\$75	\$28	\$0	\$451	72%	
14"-24"	\$2,565	\$10,000	0.35	-34.0%	\$75	\$35	\$0	\$825	23%	
30"	\$2,796	\$11,000	0.42	-35.4%	\$75	\$46	\$0	\$1,703	3%	
36"	\$3,500	\$11,000	0.42	-35.4%	\$75	\$46	\$0	\$999	2%	
				-29.7%				\$586		

<u>Sigma Sales to Distribution</u>										
Group	Supply Cost <sup>(4)</sup>	Average List	Published Multi	Discount	OutBound Freight	Cash Disc <sup>(2)</sup>	Rebate <sup>(3)</sup>	Net	% Sales Weighting	
3"-12"	\$2,790	\$9,000	0.43	N/A	\$75	\$39	\$338	\$628	72%	
14"-24"	\$3,500	\$10,000	0.53	N/A	\$75	\$53	\$465	\$1,207	23%	
30"	\$4,620	\$11,000	0.65	N/A	\$75	\$72	\$630	\$1,753	3%	
36"	\$4,620	\$11,000	0.65	N/A	\$75	\$72	\$630	\$1,753	2%	
								\$817		

1) Mfg Costs shown exclude Idle Plant with Union @ < 11,000 tons total production  
 2) Cash discounts: 2% on Distributions sales & 1% on Sales between Tyler/Union & Sigma  
 3) Rebates @ 9%

Including Idle Plant Costs

<u>Tyler/Union Sales to Distribution</u>										
Group	Mfg Cost <sup>(1)</sup>	Average List	Published Multi	Gross Sales @ Published	Discount	OutBound Freight	Cash Disc <sup>(2)</sup>	Rebate <sup>(3)</sup>	Net	% Sales Weighting
3"-12"	\$2,514	\$9,000	0.43	\$3,870	N/A	\$150	\$77	\$328	\$801	72%
14"-24"	\$2,843	\$10,000	0.53	\$5,300	N/A	\$150	\$106	\$454	\$1,747	23%
30"	\$3,074	\$11,000	0.65	\$7,150	N/A	\$150	\$143	\$617	\$3,166	3%
36"	\$3,500	\$11,000	0.65	\$7,150	N/A	\$150	\$143	\$617	\$2,740	2%
				\$4,363					\$1,128	

<u>Tyler/Union Sales to Sigma</u>										
Group	Mfg Cost <sup>(1)</sup>	Average List	Multi to Sigma	Discount	OutBound Freight	Cash Disc <sup>(2)</sup>	Rebate <sup>(3)</sup>	Net	% Sales Weighting	
3"-12"	\$2,514	\$9,000	0.31	-27.9%	\$75	\$28	\$0	\$173	72%	
14"-24"	\$2,843	\$10,000	0.35	-34.0%	\$75	\$35	\$0	\$547	23%	
30"	\$3,074	\$11,000	0.42	-35.4%	\$75	\$46	\$0	\$1,425	3%	
36"	\$3,500	\$11,000	0.42	-35.4%	\$75	\$46	\$0	\$999	2%	
				-29.7%				\$313		

<u>Sigma Sales to Distribution</u>										
Group	Supply Cost <sup>(4)</sup>	Average List	Published Multi	Discount	OutBound Freight	Cash Disc <sup>(2)</sup>	Rebate <sup>(3)</sup>	Net	% Sales Weighting	
3"-12"	\$2,790	\$9,000	0.43	N/A	\$75	\$39	\$338	\$628	72%	
14"-24"	\$3,500	\$10,000	0.53	N/A	\$75	\$53	\$465	\$1,207	23%	
30"	\$4,620	\$11,000	0.65	N/A	\$75	\$72	\$630	\$1,753	3%	
36"	\$4,620	\$11,000	0.65	N/A	\$75	\$72	\$630	\$1,753	2%	
								\$817		

1) Mfg Costs shown include \$278/ton in Idle plant costs for Union @ < 11,000 tons total production  
 2) Cash discounts: 2% on Distributions sales & 1% on Sales between Tyler/Union & Sigma  
 3) Rebates @ 9%

Sigma Sales tonnage	Margin \$ Transferred to Sigma	Equivalent Price Market Price Action on Sigma tons
1,000	\$814,982	18.7%
2,000	\$1,629,964	"
3,000	\$2,444,947	"
4,000	\$3,259,929	"
5,000	\$4,074,911	"

**CX 0746**

**From:** Pam Garey  
**To:** Donna Beyer; Kelly Walker; Kerrie Huisel; Kristin Reid; Linda Meiers; Michael Slaughter  
**Cc:** Pam Garey  
**Sent:** Tuesday, November 25, 2008 02:51:43 PM  
**Subject:** FW: Pricing Strategy Changes  
**Importance:** HIGH

*See Matt's email below. Effective immediately, Matt wants to approve all pinks (yes, even one-time only). Send via email unless order is pending; call for verbal approval.*

*Call with any questions,*

*Pam Garey  
National Customer Service Manager  
Star Pipe Products  
Toll Free: 800-999-3009  
Direct Toll Free: 866-508-0108  
Direct: 281-582-8408  
Email: [pamg@starpipeproducts.com](mailto:pamg@starpipeproducts.com)*

---

**From:** Matt Minamyer  
**Sent:** Tuesday, November 25, 2008 7:42 AM  
**To:** Bud Leider; Michael Berry; Neil McGillivray; Pete Lisowski; Ramon Prado; Shaun Smith  
**Cc:** Susan Schepps; Dan McCutcheon; Pam Garey  
**Subject:** FW: Pricing Strategy Changes  
**Importance:** High

TO: All

We have all been extremely diligent in protecting the stability of our market pricing. So much so that we have earned the reputation of being the best at protecting the market pricing and at times, to the extent that some think us inflexible in that area. You have all done a great job and deserve credit for the effort and results.

However, some of our competition has not performed as admirably nor are we now certain that it was ever part of their strategy. Considering that, we need to change our plan in how we are setting our multipliers. We have many instances where we have documented the competition being irresponsible (Mostly Sigma) and selling under our multipliers in almost every market with varying strategies. We have lost too much revenue to tolerate it any longer.

Please get with your teams to be sure we are all clear on the following plan.

***We will take every order we can after exhausting all avenues to document the competitors pricing. Please be diligent while talking to your customers that we want to continue being good stewards in the market but we will no longer tolerate the competition being irresponsible in the market and being undersold as a result. The reason is that we have documented so much under market pricing that we have to react to protect our partners', and our own market shares. Do it with a combination of buy plans, short term buys, and project pricing. Do this quietly and selectively and as much under the radar as you can but, if it is necessary, be sure to do it. Go get every order!!!!***

***You should also go after the competitors' partners to try and gain some of that market share. This doesn't give us the go ahead to be irresponsible on the market but rather the ability to be more flexible in pricing. If we are moving pricing we need to get more revenue as a result.***

***Your teams will need to be sure they are tracking every project in their territory so that they know what is going on and how to react.***

For orders that get below your comfort level, do a margin analysis and call me to discuss. This includes competing with the pipe companies going direct with Sigma/American/Metal-Fit fittings and/or Joint Restraint. We have discussed that

strategy in detail and your teams should be all over it. Those multipliers to compete with the pipe companies directs will be lower that we are used to but we have been very successful going after those jobs.

To manage this I will have all the pinks come through me again for awhile so we can measure the results.

I'll be calling each one of you to be sure we all understand how we are moving forward.

Thanks,

**Matt**

*Matt Minamyer  
National Sales Manager  
Star Pipe Products  
Cell - (713) 301-8734  
Office - (281) 582-8445*

**CX 0752**

---

**From:** Matt Minamyer  
**To:** Bud Leider; Michael Berry; Neil McGillivray; Pete Lisowski; Ramon Prado; Shaun Smith  
**CC:** Dan McCutcheon; Susan Schepps; Pam Garey; Linda Meiers; Donna Beyer  
**Sent:** 1/22/2008 11:56:04 AM  
**Subject:** McWane/Tyler Multipliers and our Plan

To: All DM's

The Tyler multiplier letters are hitting the streets. We need to be able to react quickly to be at the right prices.

I will be putting out some instructions on our plans to change state multipliers in the case that we don't get much advance warning.

***Our goal is to take a price increase and to stop project pricing.***

For now here is the plan:

- Once we know what a state or area's multiplier is, if it goes up, we will change to that number. If it goes down, we will discuss it.
  - o Later today we will E-mail the procedure for multiplier changes. It will be simple (So that you all can understand it J)
- We will not be project pricing unless we see firm documentation that there is a project price or a buy plan that is off of the state multiplier.
- ***All project pricing has to go through me.***
  - o Tell your TM's not to ask unless they have solid documentation. I have to be very strict on this as we will not be the ones to drag the market down.
  - o You and your TM's need to be able to tell your customers that we need written documentation with project names, dates, and pricing before we move off of the buy plan. This is an effort to do the right thing for the industry.
- Your TM's need to start cleaning up their existing project pricing. ***The Tyler letter states that they will honor their existing project pricing only until March 1<sup>st</sup>. We will do the same.*** If we go past that it will cause disruptions and may result in the increases to be soft or not hold at all.
  - o Start preparing yourselves and your TM's to hold strong and get their projects ordered and shipped before March 1<sup>st</sup>.
  - o Train them that this is what is best for the industry and that we need to be part of the effort to help our industry. We will not part of damaging the industry due to lack of discipline. We all need to be able to explain this to our customers and to take it to whatever level of management within that customer's organization that is required.
  - o I'm all good with you guys using me as the bad guy. (Stop snickering! J)

You need to know that we are strong in revenue and profit. We will have no problems weathering any price wars, even if they are prolonged. What we are doing is what is right for the industry. So, don't think we need the price increases, as that is not the case. A price increase will be good for us on the short and long term profit situation but are not vital to our strength. The truth is that we would come out of a price war stronger than ever and with a bigger market share, but we don't think the industry needs that right now.

Deal from strength and commitment and always take the high road when discussing the industry and our competitors. If we do this, we will emerge as the most solid partner in the industry.

Let me know if you have any questions as it is important that we manage this correctly. I know this will take major effort but that is where we need to be focused until the crazy pricing levels out. Make this your priority.

Thanks,

Matt

*Matt Minamyer*  
*National Sales Manager*

CX 0752-001

ESP0004665

*Star Pipe Products*  
*4018 Westhollow Parkway*  
*Houston, TX 77082*  
*(281) 558-3000 Office*  
*(713) 301- 8734 Cell*  
*[mattm@starpipelineproducts.com](mailto:mattm@starpipelineproducts.com)*

**CX 0803**

P.O. Box 300  
700 Goldman Dr.  
Cream Ridge, NJ 08514.



TEL: (609) 758-0800 x 555  
FAX: (609) 758-1163  
Internet: [www.sigmaco.com](http://www.sigmaco.com)  
Email: [VP@sigmaco.com](mailto:VP@sigmaco.com)

Attention: All SIGMA Customers

September 22, 2009

**Re: 'MDA' -- A practical option to meet your Domestic requirements of AWWA Fittings...**

Dear Customer,

First, we thank you for your continued support of SIGMA, as you and us, like all in this AWWA and related industries continue to respond to the unprecedented downturn. And like you, we are confident that our industry will recover, albeit slowly, and our planning reflects these thoughts and hopes.

As you are aware, our industry too is expected to be a beneficiary from the ARRA (*the Recovery Act*) signed by President Obama in February this year. While this bill was intended to help the various segments of the US economy, it also came with a rather controversial 'Buy American (BA)' provision. Though this was inserted with the best of intentions -- to assist in creation of employment at home, with use of domestic products -- it has also brought on several challenges in the implementation of the many provisions. A wide consortium of business interests from customer groups to chambers of commerce and several of our trading partners, have vehemently objected to this provision and has offered a strong push back against this policy to the Administration, who in turn seems to be having second thoughts about strongly pushing such a provision in future legislation, judging from some of their recent statements.

However, for now, the BA in the ARRA bill is a reality and all of us have to comply with this provision -- which calls for use of products made in USA on projects supported by ARRA funds. To respond to this unexpected development, SIGMA carefully reviewed the option to produce our own range of Fittings and Restraints in USA. As a leading supplier of AWWA Fittings over the last 25 years, SIGMA has adequate engineering and production expertise and the needed resources to develop and manufacture a competitive range of AWWA Fittings using a few quality foundries in USA. From the start, we had a healthy respect for the daunting challenges involved in developing the large range of over 2,000 line items needed to fully service your needs in a prompt and complete manner -- like we have done from our non-domestic production range. Along with the extensive range, we have to contend with the logistical challenges of various related operations of finishing the castings such as machining, testing, fresh approvals, lining and coating and such requirements that are needed to offer a credible and reliable supply chain of domestic made Fittings to our customers. (*Please note that any mention of Fittings in this letter would include applicable Accessories too.*)

Though we were confident of the above option, we felt an innovative approach was called for if we were to support our loyal customers in the immediate future and beyond.

So, after considering the various pros and cons of each option, we are glad to inform you that we have decided on a practical course -- rather than a speculative one -- through a mutually beneficial Master Distributor Agreement (**MDA**) with Tyler/Union, who as you are well aware, produces a wide range of domestic AWWA Fittings, currently in the 4" to 36" range, with active plans to expand up to 48".

Though we have been vigorously competing with Tyler/Union over the past several years -- and plan to continue to do so -- we chose this MDA option to enable us to service you, our customer with your limited, yet unpredictable needs for the domestic Fittings under the BA requirement of the ARRA and similar needs, in a timely and complete manner. Tyler/Union has sufficient capacity and substantial levels of already produced inventory of almost the entire range and this is a key factor in our decision to seek a proposal from Tyler/Union to supply us the domestic Fittings under the above mentioned supply

agreement and accept this option when they responded favorably. We are confident that our choice is the most responsible one given the enormous challenges of the range needed to supply the ARRA jobs, in a complete and prompt manner, which is critical to assist you to complete your own responsibilities to complete the ARRA jobs on time.

SIGMA will continue to service your needs with its imported line of Fittings, Restraints, Municipal Castings and other products as we have done in the past. Now, we will also be able to offer you a complementary line of Tyler/Union/Clow Fittings to service your needs for domestic Fittings for ARRA or other such specifications. We plan to stock a certain level of the Tyler/Union Fittings in SIGMA's impressive national network of facilities to supply you on a timely basis, including delivery to your facility or job sites. This option is solely intended to sustain and grow our ability to service you, the SIGMA's loyal customers, as you choose to use our proven service to make your own operations efficient. Under this MDA, SIGMA can service any Distributor locations in the country with the domestic Fittings.

As per this MDA, we are now Master Distributors of Tyler/Union domestic Fittings. As such, we will follow Tyler/Union's distribution and pricing policies as they are announced from time to time. As mentioned in their own letter from Tyler/Union to their customers, which you too may have received, we wish to supply the Tyler/Union domestic Fittings to any customers who elect to commit to fully support Tyler/Union/Clow branded Fittings for their requirements of domestic Fittings, purchased thru Tyler/Union or SIGMA. We appeal to you to accept this requirement of exclusive choice, as a fair and reasonable one, in light of the considerable investment by Tyler/Union/Clow to provide this range of domestic production, which is now being expanded to offer domestic Fittings up to 48". Please note that customers who elect not to fully support this program may forgo any unpaid volume incentive rebates applicable to only the domestic Fittings and delivery of domestic Fittings up to 12 weeks.

With this MDA, we pledge to supply you the domestic requirements of Fittings at a competitive price as per our Price List of May 2009 for AWWA Fittings, with the applicable multipliers for Domestic Fittings. Please note that the supply of Tyler/Union Fittings through SIGMA will not cost you any premium and will be supplied through SIGMA's well known and reliable customer service team. Through this MDA, SIGMA is also in a position to supply you your needs of domestic Fittings required by any other specifications outside of ARRA as well. So, please inquire with your SIGMA Sales Representative for any and all of your needs of domestic Fittings.

As of now, we can supply you a complete range of AWWA Fittings in C153 -- Compact MJ and Push-on -- and C110 Full Body MJ and Flanged in the 3" to 36", with 42" and 48" items under active development. As Tyler/Union has embarked on an expansion of their range up to 48", we request you to approach us for all your requirements including the large sizes, so we can guide you with pricing and delivery times accordingly. In addition, we are also in a position to deliver domestic Fittings in the 30" to 48" range produced by a reliable domestic pipe manufacturer, if Tyler/Union does not have the specific capability.

Meanwhile, we continue our efforts to develop a domestic range of Restraints and we will inform you of these plans in the near future.

So, as you have done all these years, please continue to make SIGMA your '*fitting choice*' for all your fitting needs, including domestic!

We close with reiteration of our appreciation of your business, your support and most important, your relationship!

Best Regards,

**Larry Rybacki & Victor Pais**

**CX 0807**

DECLARATION OF FACTUAL STATEMENT  
BY DAN MCCUTCHEON

My name is Dan McCutcheon, and I am VP for sales for Star Pipe Products. I have been asked to report on three events involving Tyler-Union, a subsidiary of McWane (collectively "McWane").

The Formation of DIFRA and My Concerns

1. Sigma and McWane agreed to put together a trade association for ductile iron pipe fittings, DIFRA and invited Star Pipe to join. My initial reaction for over a year was not to join DIFRA, because I feared that the only members of DIFRA would be McWane, Sigma and Star Pipe, and that this would be a subterfuge to obtain Star Pipe's pricing and sales information in order for McWane to attempt to damage Star Pipe in the future. I refused to join, but finally agreed after there was significant pressure on us to join.
2. During the DIFRA meetings, I typically represented Star Pipe. Sigma was usually represented by Victor Pais or Larry Rybacki, and McWane was represented by Rick Tatman, David Green (who previously worked for Tyler Union, but was reportedly fired from McWane two years ago), and Thomas Walton (who was reportedly recently fired from McWane on April 7, 2010). I understood that Thomas Walton was one of the rising stars at McWane and was in charge of fittings, valves and hydrants. I believe Rick Tatman reported to Walton.
3. In my opinion, DIFRA was created for the purpose of gathering Star Pipe's information that was used to hurt us via McWane's new price list, released May, 2009. This price list was conveniently released after nearly a year of Star Pipe's data was collected by DIFRA. I was told by McWane's Rick Tatman that they had spent six months analyzing data in order to come up with this price list. I believe that the data that was being analyzed for Star Pipe and Sigma market positioning was the same data released to DIFRA. There was no market reason that would have justified such a drastic reduction in import prices (40 percent), especially for products McWane did not produce or import at the time. The only possible reason was that McWane was intent on damaging Star Pipe and Sigma's business and expanding its monopoly power in the ductile iron pipe fittings market.
4. To my knowledge, no DIFRA meetings were scheduled after the price list was published. At least, neither I nor anyone else from Star Pipe was invited to another DIFRA meeting.

McWane's Announcement of a Drastic Reduction in Import Prices

5. Just before the release of Tyler Union's price list in May, I was contacted by Victor Pais, VP of Sigma Corporation. Victor was very angry about the new price list and insisted that Star Pipe publish a letter to the market stating that we will not follow McWane's new price list. He told me that I was the only one who was not agreeing to this strategy, and that I should sign a letter stating that we would all be using the July 2007 price list where import prices were much higher. Victor told me that if all three companies (Star Pipe, SIP and Sigma) agreed to maintain the higher price, then he would be able to persuade McWane to rescind the new lower price list and return to the old list. A sample of this

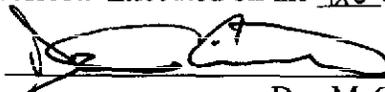
DECLARATION OF FACTUAL STATEMENT  
BY DAN MCCUTCHEON

letter is included as **Appendix A**. I replied that I was not willing to participate and that I did not want to carry on the conversation.

McWane's Request for Star to Stop Production of Soil Pipe

6. Star Pipe started making sales of soil pipe in February, 2007. In the fourth quarter of 2006, just after Star Pipe had decided to start selling soil pipe, but before we had actually made any sales, I received a call from David Green at McWane requesting a meeting. McWane officials, David Green and Rufner Page came down to meet our CEO, Ramesh Bhutada, and me in Houston. In that lunch meeting they expressed their anger that we were about to enter the soil pipe market and directly challenged our decision. They pointed out that they felt they had made a mistake in letting us get into the fittings market, and that was a mistake that would not happen again. They were unhappy with their market share in ductile iron pipe fittings, which I interpreted to mean that we could expect trouble if our market share in fittings continued to increase. In that meeting, they offered to make us soil pipe if we would stay out of the market.
7. At the time, the leading import soil pipe provider was Matco-Norca (Matco). They told us they were going to make malleable threaded fittings because they stated that was Matco's number one product, and they would dump this product on the market to punish them. They said they did not need to make money on a product like this. They did produce these fittings and Matco exited the market shortly. To my knowledge, McWane no longer provides this product. They also threatened that if we stayed in the soil pipe market, they would make Joint Restraint product, a product we made and they did not. Months after the meeting they introduced their new Joint Restraint product line.
8. At the time Star Pipe had no market share in soil pipe (having made no sales), but since then we have acquired approximately 4-5 percent of the market share.

I declare under penalty of perjury under the laws of the United States of America, pursuant to 28 U.S.C. §1746, that the foregoing is true and correct. Executed on the 20 th day of April, 2010



Dan McCutcheon

DECLARATION OF FACTUAL STATEMENT  
BY DAN MCCUTCHEON

State of Texas  
County of Harris

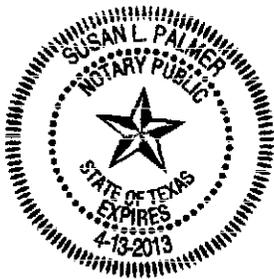
Before me, Dan McCutcheon, Vice-President of Star Pipe Products, on this day April 20, 2010 personally appeared, known to me to be the person whose name is subscribed to the foregoing.

Given under my hand and seal of office this 20th day of April, 2010.

(Personalized Seal)

Susan L. Palmer

Notary Public's Signature



**CX 0814**

**PUBLIC**

**From:** Matt Minamyer  
**To:** Bud Leider; Michael Berry; Neil McGillivray; Pete Lisowski; Ramon Prado; Shaun Smith  
**CC:** Susan Schepps; Dan McCutcheon  
**Sent:** 8/25/2008 10:10:21 PM  
**Subject:** Pricing in the Market

Hi All,

I have noticed that recently we have been seeing more pricing pressure in these forms:

- Ford, Smith Blair, and Romac being very low on multipliers.
- Sigma getting tricky with special local deals.
- Tyler has been pretty good but a couple of instances where they don't respect the market price in markets where they get no business and have nothing to lose.

My guidance is:

- Don't let anyone take your JR (or fittings) business on price. Confirm the price and match it to get it back. The JR market may be changing due to all the new players. Watch for Tyler and Bulldog very closely and don't let them, or anyone, in.
- If it is a customer who will shop the price back to the competitor you need to use good judgment on how and if to match price.
- Do the same thing to Tyler that they do to you. Maybe it will get back to them and they will stop.
- Continue to report what's going on.

I know we have been very careful on special pricing and it seems to be working pretty good. But, the competitors are starting to get weak and we can't sit back and let them play games and lose our market share. Be aggressive when it happens.

Thanks,

Matt

*Matt Minamyer  
National Sales Manager  
Star Pipe Products  
Cell - (713) 301-8734  
Office - (281) 582-8445*

CX 0814-001

MESP0010418

**CX 0816**

**From:** Star Pipe Products  
**To:** Outside Sales  
**Sent:** 5/7/2008 6:15:59 PM  
**Subject:** Star - Multiplier Change (Arizona)



May 7, 2008

**RE: Utility Fittings & Accessories Multiplier Change - Arizona Customers**

*To Our Valued Customers:*

*The following is a breakdown of our current price lists and the new multipliers that will take effect Monday, May 19, 2008.*

<u>Product Description</u>	<u>Price List</u>	<u>Multiplier</u>
» Utility Fittings C110 & C153	UPL.07.02 (blue)	.38
» Accessories	UPL.07.02 (blue)	.38

*The new multipliers will apply to all orders received on or after Monday, May 19, 2008. Any order received prior to that date will be price protected provided no shipping restrictions apply.*

*Please provide your local Territory Manager with documentation regarding any municipal bids before May 19, 2008. Municipal contracts will be honored through the term of the contract, provided the documentation includes quantities and delivery dates.*

*We remain committed to earning your business.*

*Regards,*



*Matt Minamyer  
National Sales Manager*



**CX 0817**

**From:** Star Pipe Products  
**To:** Outside Sales  
**Sent:** 5/7/2008 6:19:32 PM  
**Subject:** Star - Multiplier Change (Arkansas)



May 7, 2008

**RE: Utility Fittings & Accessories Multiplier Change - Arkansas Customers**

*To Our Valued Customers:*

*The following is a breakdown of our current price lists and the new multipliers that will take effect Monday, May 19, 2008.*

<u>Product Description</u>	<u>Price List</u>	<u>Multiplier</u>
» Utility Fittings C110 & C153	UPL.07.02 (blue)	.35
» Accessories	UPL.07.02 (blue)	.35

*The new multipliers will apply to all orders received on or after Monday, May 19, 2008. Any order received prior to that date will be price protected provided no shipping restrictions apply.*

*Please provide your local Territory Manager with documentation regarding any municipal bids before May 19, 2008. Municipal contracts will be honored through the term of the contract, provided the documentation includes quantities and delivery dates.*

*We remain committed to earning your business.*

*Regards,*



*Matt Minamyer  
National Sales Manager*



**CX 0818**

**From:** Star Pipe Products  
**To:** Outside Sales  
**Sent:** 5/7/2008 6:23:50 PM  
**Subject:** Star - Multiplier Change (Colorado)



May 7, 2008

**RE: Utility Fittings & Accessories Multiplier Change - Colorado Customers**

*To Our Valued Customers:*

*The following is a breakdown of our current price lists and the new multipliers that will take effect Monday, May 19, 2008.*

<u>Product Description</u>	<u>Price List</u>	<u>Multiplier</u>
» Utility Fittings C110 & C153	UPL.07.02 (blue)	.42
» Accessories	UPL.07.02 (blue)	.38

*The new multipliers will apply to all orders received on or after Monday, May 19, 2008. Any order received prior to that date will be price protected provided no shipping restrictions apply.*

*Please provide your local Territory Manager with documentation regarding any municipal bids before May 19, 2008. Municipal contracts will be honored through the term of the contract, provided the documentation includes quantities and delivery dates.*

*We remain committed to earning your business.*

*Regards,*



*Matt Minamyer  
National Sales Manager*



**CX 0819**

**From:** Star Pipe Products  
**To:** Outside Sales  
**Sent:** 5/7/2008 6:29:46 PM  
**Subject:** Star - Multiplier Change (Georgia)



May 7, 2008

**RE: Utility Fittings & Accessories Multiplier Change - Georgia Customers**

*To Our Valued Customers:*

*The following is a breakdown of our current price lists and the new multipliers that will take effect Monday, May 19, 2008.*

<u>Product Description</u>	<u>Price List</u>	<u>Multiplier</u>
» Utility Fittings C110 & C153	UPL.07.02 (blue)	.35
» Accessories	UPL.07.02 (blue)	.35

*The new multipliers will apply to all orders received on or after Monday, May 19, 2008. Any order received prior to that date will be price protected provided no shipping restrictions apply.*

*Please provide your local Territory Manager with documentation regarding any municipal bids before May 19, 2008. Municipal contracts will be honored through the term of the contract, provided the documentation includes quantities and delivery dates.*

*We remain committed to earning your business.*

*Regards,*



*Matt Minamyer  
National Sales Manager*



**CX 0820**

**From:** Star Pipe Products  
**To:** Outside Sales  
**Sent:** 5/7/2008 6:34:41 PM  
**Subject:** Star - Multiplier Change (Iowa)



May 7, 2008

**RE: Utility Fittings & Accessories Multiplier Change - Iowa Customers**

*To Our Valued Customers:*

*The following is a breakdown of our current price lists and the new multipliers that will take effect Monday, **May 19, 2008**.*

<u>Product Description</u>	<u>Price List</u>	<u>Multiplier</u>
» Utility Fittings C110 & C153	UPL.07.02 (blue)	.35
» Accessories	UPL.07.02 (blue)	.35

*The new multipliers will apply to all orders received on or after Monday, May 19, 2008. Any order received prior to that date will be price protected provided no shipping restrictions apply.*

*Please provide your local Territory Manager with documentation regarding any municipal bids before May 19, 2008. Municipal contracts will be honored through the term of the contract, provided the documentation includes quantities and delivery dates.*

*We remain committed to earning your business.*

*Regards,*



*Matt Minamyer  
National Sales Manager*



**CX 0821**

**From:** Star Pipe Products  
**To:** Outside Sales  
**Sent:** 5/7/2008 6:37:53 PM  
**Subject:** Star - Multiplier Change (Kansas)



May 7, 2008

**RE: Utility Fittings & Accessories Multiplier Change - Kansas Customers**

*To Our Valued Customers:*

*The following is a breakdown of our current price lists and the new multipliers that will take effect Monday, May 19, 2008.*

<u>Product Description</u>	<u>Price List</u>	<u>Multiplier</u>
» Utility Fittings C110 & C153	UPL.07.02 (blue)	.35
» Accessories	UPL.07.02 (blue)	.35

*The new multipliers will apply to all orders received on or after Monday, May 19, 2008. Any order received prior to that date will be price protected provided no shipping restrictions apply.*

*Please provide your local Territory Manager with documentation regarding any municipal bids before May 19, 2008. Municipal contracts will be honored through the term of the contract, provided the documentation includes quantities and delivery dates.*

*We remain committed to earning your business.*

*Regards,*



*Matt Minamyer  
National Sales Manager*



**From:** Star Pipe Products  
**To:** Outside Sales  
**Sent:** 5/7/2008 6:42:58 PM  
**Subject:** Star - Multiplier Change (Louisiana)



May 7, 2008

**RE: Utility Fittings & Accessories Multiplier Change - Louisiana Customers**

*To Our Valued Customers:*

*The following is a breakdown of our current price lists and the new multipliers that will take effect Monday, May 19, 2008.*

<u>Product Description</u>	<u>Price List</u>	<u>Multiplier</u>
» Utility Fittings C110 & C153	UPL.07.02 (blue)	.35
» Accessories	UPL.07.02 (blue)	.35

*The new multipliers will apply to all orders received on or after Monday, May 19, 2008. Any order received prior to that date will be price protected provided no shipping restrictions apply.*

*Please provide your local Territory Manager with documentation regarding any municipal bids before May 19, 2008. Municipal contracts will be honored through the term of the contract, provided the documentation includes quantities and delivery dates.*

*We remain committed to earning your business.*

*Regards,*



*Matt Minamyer  
National Sales Manager*



**CX 0823**

**From:** Star Pipe Products  
**To:** Outside Sales  
**Sent:** 5/7/2008 6:49:44 PM  
**Subject:** Star - Multiplier Change (Michigan)



May 7, 2008

**RE: Utility Fittings & Accessories Multiplier Change - Michigan Customers**

*To Our Valued Customers:*

*The following is a breakdown of our current price lists and the new multipliers that will take effect Monday, May 19, 2008.*

<u>Product Description</u>	<u>Price List</u>	<u>Multiplier</u>
» Utility Fittings C110 & C153	UPL.07.02 (blue)	.38
» Accessories	UPL.07.02 (blue)	.38

*The new multipliers will apply to all orders received on or after Monday, May 19, 2008. Any order received prior to that date will be price protected provided no shipping restrictions apply.*

*Please provide your local Territory Manager with documentation regarding any municipal bids before May 19, 2008. Municipal contracts will be honored through the term of the contract, provided the documentation includes quantities and delivery dates.*

*We remain committed to earning your business.*

*Regards,*



*Matt Minamyer  
National Sales Manager*



**CX 0827**

**PUBLIC**

**From:** Matt Minamyer  
**To:** Susan Schepps; Bud Leider; Michael Berry; Neil McGillivray; Pete Lisowski; Ramon Prado; Shaun Smith  
**CC:** Dan McCutcheon; Matt Minamyer  
**Sent:** 10/22/2008 12:49:19 PM  
**Subject:** FW: 30" and up fittings

TO: All

It looks like we are losing this business to Sigma thru directs with US Pipe and American. It's time to take it back!

We may have to go to a .24 - .22 to the distributor to get the orders.

Please get with your TM's and go after all the projects with 30" and up. Get your partners involved and start taking these orders.

Prepare to give this speech to your customers in some form:

We are both losing this business to Sigma thru American and US Pipe and we want to partner with you to take it back and make some money doing it. Sigma is silently bringing markets down and acting as if they are being good stewards.

Let me know if you have anything questions or issues. Report thru AR's and when we do project review meetings.

Thanks,

Matt

---

**From:** Matt Minamyer  
**Sent:** Monday, October 20, 2008 6:24 AM  
**To:** Susan Schepps; Bud Leider; Michael Berry; Neil McGillivray; Pete Lisowski; Ramon Prado; Shaun Smith  
**Subject:** 30" and up fittings

Our tonnage is down 12%, and we hear that the competition's tonnage is up around 20%.

Any ideas?

Thanks,

Matt

CX 0827-001

ESP0003143

**CX 0856**

---

**From:** Shaun Smith  
**Sent:** Tuesday, March 11, 2008 2:22 PM  
**To:** Matt Minamyers  
**Subject:** RE: Sigma Handling the Mult Increase

**Matt,**

*It seems as though they have been pretty discipline in my Division. We have had a recent City bid in Tulsa that Water Products quoted below market, but we are waiting to find out who they quoted. The only other issue was Tyler/Sigma quoting Ferguson SA plant jobs with the Texas multiplier for a CO project. It seems they haven't figured this out yet.*

*I just picked up a copy of C & B's and Custom Fabs quote for the Denton plant job (401) that just bid and C & B quoted prices that was 50% - 60% lower than us.*

*Everyone that I have spoken with says that everyone seems to be playing fair.*

*I still think it is early.*

*Shaun Smith  
Southwestern Division Manager  
Star Pipe Products  
Office - 281-584-4241  
Cell - 281-787-1223*

---

**From:** Matt Minamyers  
**Sent:** Tuesday, March 11, 2008 12:40 PM  
**To:** Ramon Prado; Michael Berry; Bud Leider; Pete Lisowski; Shaun Smith  
**Cc:** Matt Minamyers  
**Subject:** Sigma Handling the Mult Increase

Due last Friday were any issues we had with Sigma on how they are handling the Mult increases. Only Mike and Bud have replied.

Just give me major things that you know of like:

- No shipping restriction on NJ
- No letter out on MA
- Letter out late in XX

- Sales guys saying they didn't know.
- Honoring all previously priced jobs in OH
- Etc.

Send it today.

Below is what I and from all our conversations about this, it doesn't seem like much considering how you all roughed me up over them not taking the increase in a professional manner.

.....

Spokane WA:

Sigma quoted a .24 to Randy Reno HD Denver for Spokane WA job. Randy was quoting CH2M Hill. Star did not match as this was a turnkey which we felt would go to market.

Southern NM:

Sigma lowered to a .28 in Las Cruces area, and Star did as well with El Paso near by at a .28. As of Friday **Tyler indicated that they are moving West Texas to a .30 to match NM. Star is raising number back to .30 this week in NM and raising West Texas to a .30. Have not yet seen any Sigma verification.**

John Ristine

H.D. San Marcos – Being told that Sigma allowed pricing to continue up to 2/29 with no shipping restrictions. This is verbal with no written proof.  
Western Water Works – Sigma is protecting pricing by selling fittings direct through U.S. Pipe.

Kris Kadai

Groeniger Fresno Plant – U.S. Pipe quoted Sigma fittings at a .28 for the upcoming Soledad WWTP project.

NAPAC – Only in the Stockton/Sacramento – Trying to seize some opportunity offering price protection with no shipping restrictions. I am not concerned with this issue at the moment, but I am watching very closely.

Sigma is selling FBE off of the black list in Sarasota and Fort Meyers.

**CX 0862**

---

**From:** Ryan Berry  
**Sent:** Friday, April 25, 2008 4:18 PM  
**To:** Ramon Prado  
**Cc:** Matt Minamyer  
**Subject:** Sigma Fitting Increase Letter 5/19/08  
**Attachments:** SigmaFittings051908.pdf

Hello Ramon,

Here is the Sigma fitting increase letter that just hit the streets today. As soon as the multiplier letter or letters hit my customers, I will get them and forward to you and Matt ASAP!

Have a Great Weekend!

Thx & Best Regards,

**Ryan Berry**  
SE Division Territory Manager  
Star Pipe Products  
M: 239-699-6331  
E: [ryanb@starpipelineproducts.com](mailto:ryanb@starpipelineproducts.com)



Date: April 24, 2008  
To: SIGMA Corporation's Valued Customers  
From: Larry Rybacki  
Sub: Multiplier Increase May 19, 2008

Dear Friends,

To say this year has been a challenge is a gross understatement. With rising costs in transportation, labor, medical benefits, raw materials, etc., 2008 will certainly be a difficult year for all of us. Hopefully we will learn something from it and be better businesses in the future for having endured this very tough downturn.

SIGMA Corporation, like all manufacturers in the Waterworks Industry, has been hit with unprecedented increases in scrap iron prices which have increased 7 fold in just a few short years. As a result we will be raising multipliers up to 10 multiplier points depending on your region. The increase will take place on May 19, 2008 and your SIGMA Regional Manager will inform you by letter before the end of April of your new multiplier.

We've cut the number of different multipliers across the country down to four or five with the ultimate goal of one multiplier for Fittings (MJ & Push-on, C-153, Flanged C-110) nationwide in the not too distant future. We can't promise that this will be the last increase in 2008, but we can promise we will give you ample warning of any future changes.

Only orders that are placed before May 19, 2008 with a specific shipping date will be honored and any jobs that are held for release will be subject to the new multipliers.

In conclusion, we at SIGMA thank you for your loyalty and friendship and we wish you all the best during these trying times in our marketplace.

Sincerely yours,

A handwritten signature in cursive script that reads "Larry".

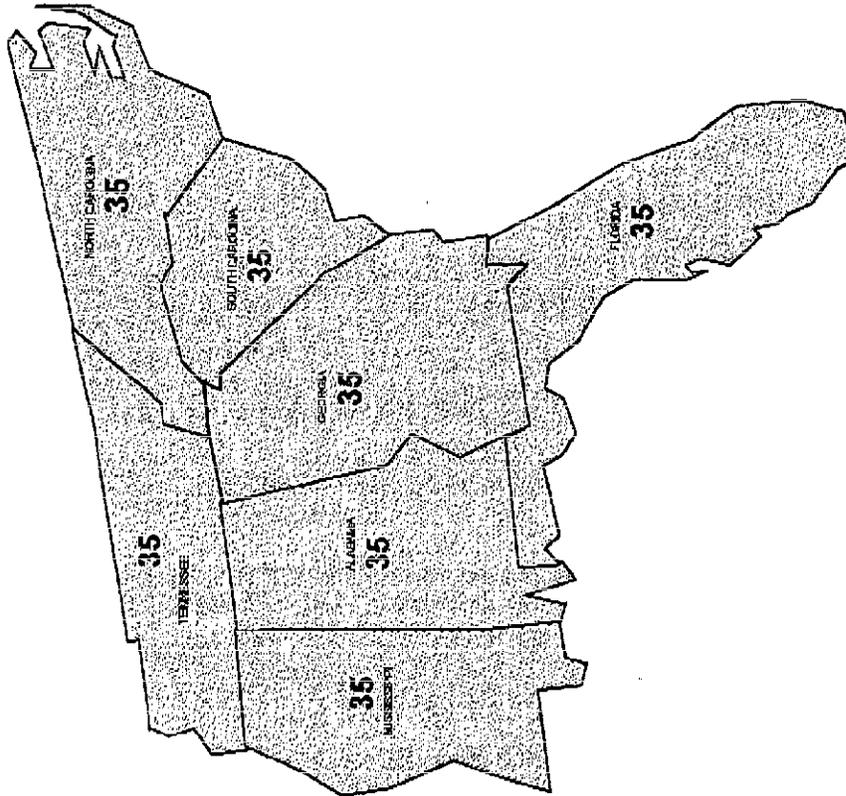
Larry

CX 0862-002



*The FITTING Choice!*

**AWWA Pipe Fittings**  
**ALX - Multiplier Map -- 508**  
Effective 5/19/2008



**CX 0863**

---

**From:** Shaun Smith  
**Sent:** Wednesday, May 07, 2008 1:21 PM  
**To:** Matt Minamyer  
**Subject:** FW: Tyler/Union Pricing Letter  
**Attachments:** TylerUnion Announcement May 7 2008.pdf

*Here we go...*

*Shaun Smith  
Southwestern Division Manager  
Star Pipe Products  
Office - 281-584-4241  
Cell - 281-787-1223*

---

**From:** O'Brien, Bob [HDS] [<mailto:bob.obrien@hdsupply.com>]  
**Sent:** Wednesday, May 07, 2008 1:06 PM  
**To:** Shaun Smith  
**Subject:** FW: Tyler/Union Pricing Letter

Bob O'Brien  
Branch Manager  
**HD Supply Waterworks**  
Branch 530  
McKinney, TX  
P 972.542.3342  
F 972.548.1804  
C 817.829.0469

**Local Service Nationwide**



May 7, 2008

To: All Tyler Union Distribution Customers

RE: Pricing for Utility Fittings and Accessories

Dear Valued Customer,

You have likely heard or read about continued increases in factors of production impacting both domestic and global operations. The foundry industry has been hit particularly hard with sharp increases in scrap iron, alloys and transportation costs. While the financial impact to our business is real, we also recognize there are restrictions as to the level and timing at which pricing can be accommodated in the market.

We are sending this general communication to our waterworks distribution customers to more clearly define our intention in regards to future pricing actions.

Before announcing any price actions, we carefully analyze all factors including: domestic and global inflation, market and competitive conditions within each region, as well as performance against our own internal metrics. We anticipate being able to complete our analysis by the end of May. At that point, we will send out letters to each specific region detailing changes, if any, to our current pricing policy.

For planning purposes only, we expect for regions with a change that multipliers will increase in the range of 6% up to 16% effective June 16<sup>th</sup>.

Sincerely,

A handwritten signature in black ink that reads "Jerry Jansen". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jerry Jansen  
National Sales Manager

CX 0863-002

**CX 0871**

---

**From:** Shaun Smith  
**Sent:** Thursday, October 30, 2008 8:48 AM  
**To:** Matt Minamyer  
**Subject:** RE: Sigma Antics

*Mainly project pricing:*

*NTX – Seeing .27 for fittings/restraint – State multiplier is a .30  
Tulsa - .24 fittings/restraint – State multiplier .30 – Ford/Smith-Blair restraints .24/.25 –  
waiting to see their increase Nov. 1st  
MS – .27 fittings – State multiplier .30  
NE – Tyler/Sigma fittings .27 – State multiplier .30  
TX/OK – September Special - HALF A TRUCKLOAD (20,000#) - .29 ON FITTINGS & .27  
ON RESTRAINTS  
A FULL TRUCKLOAD (40-45,000#) - .28 ON FITTINGS & .27 ON RESTRAINTS (YOU  
CAN FILL ALSO WITH CASTINGS)*

*Shaun H. Smith  
Southwestern Division Manager  
Star Pipe Products  
4018 Westhollow Pkwy.  
Houston, TX 77082  
Office - 281-584-4241  
Mobile - 281-787-1223*

---

**From:** Matt Minamyer  
**Sent:** Wednesday, October 29, 2008 4:50 PM  
**To:** Shaun Smith; Pete Lisowski; Ramon Prado; Bud Leider; Michael Berry; Neil McGillivray  
**Subject:** Sigma Antics  
**Importance:** High

Hi Guys,

Off of the top of your heads, please give me no more than the top five things Sigma does or has done in your division that is out of the market pricing or any weird stuff. Make sure they are legit.

IE:

- In New Mexico they keep dropping the fitting number to xx. The salesman says that it is because they don't get any share and have nothing to lose.
- The put out a letter in TX and OK announcing a truck load special. Any full trucks get xx points off the state mult.

*[Shaun Smith]*

- In FL they told their partners they get two points below the state multiplier at all times.
- In SOCAL they give HDS a sliding scale reduction on multipliers. They allow the branches to bundle orders together and then give up to a 10% discount.

These are real but I don't have all the facts right on them. Please make these correct and send me the rest ASAP.

Thanks,

**Matt**

*Matt Minamyer  
National Sales Manager  
Star Pipe Products  
Cell - (713) 301-8734  
Office - (281) 582-8445*

**CX 0896**



January 18, 2008

To: Tyler/Union Utility Customers in CA

Re: Pricing Multiplier Adjustment Effective February 18, 2008

Dear Valued Customer:

Per our January 11, 2008 letter, Tyler/Union is announcing the following changes to our pricing multipliers effective Monday, February 18, 2008. This adjustment is required due to continued rising costs, especially within our off-shore operations.

Multipliers will be applied to Tyler/Union's List Price LP-5072 dated July 2, 2007.

<u>Multiplier</u>	<u>Product</u>
0.33	All Blended Orders for C110 & C153 Utility Fittings
0.44	All Domestic Only Orders for C110 & C153 Utility Fittings
0.33	All Standard Accessories
0.36	MJ Field Lok

All orders entered after the close of business on Friday, February 15, 2008 will be entered at the new multipliers.

All annual municipal bid contracts will be honored per the terms of the contract. Jobs quoted prior to this announcement will be honored through March 1, 2008, with acceptable documentation provided to your local Tyler/Union sales representative.

We thank you for your business and as always we remain committed to providing you with quality products and service at competitive prices.

Sincerely,

Jerry Jansen  
National Sales Manager

CX 0896-001

SIG - 0053328  
Confidential  
FOIA Exempt

**CX 0904**

**From:** VP (Victor Pais-CRM)  
**Sent:** Wednesday, June 17, 2009 11:25:29 AM  
**To:** Greg Hyland  
**Cc:** Bob Leggett; OEM5; SB2 (Stuart Box - CRM); Ray Torok (rtorok@uspipe.com)  
**Subject:** VP to Greg : BA follow up

Greg,

I saw you among the EPA audience, but left a bit before it wound up to take a call -- as it happens, related to our SDP (SIGMA Domestic Production)' plan itself!

We understand your concern with the BA issue and we also agree with your assessment as to its growing impact in Water spending in the significantly altered landscape. However, true to form, we chose to address this challenge too in a deliberate and poised manner -- working on various fronts at the same time. While we are awaiting a few more clarifications from EPA as to the short terms measures related to the implementation of the ARRA and working on a long shot of a legislative breakthrough that may at least open up NAFTA sources (but not thru the old agreement), we also have been diligently working on a true domestic sourcing plan.

As I updated various members of your team -- Steve, Gary, Ray, Bob and yourself -- our SDP plan for fittings revolves around using the existing tooling, primarily from Metalfit, our strategic partner in Mexico, thru whom we have serviced US Pipe efficiently over the past 4 years. We of course also look forward to using USP's own tooling where necessary. We have checked out a few suitable foundries to produce fittings from these tooling -- but, have not committed to any yet. In fact, we first wanted to produce a few initial samples, to process the compatibility of the tooling, as foundry practices are notoriously not fungible! We succeeded in our trials and one sample was even available at our booth, though we chose not to create stir, just yet. *(We left it to the other supplier, so they could have their day in the sun!)*

We are eager to consider your facilities -- as we are planning to develop a domestic Restraint range as well, which require different equipment and process.

Thru this response, we are advising Stuart Box, our engineer (a USP/Mueller alumnus himself!) to follow up with Bob, so we can keep making progress.

Please continue to be patient and confident of our plans and resolve to have a suitable alternative! As you are well aware, this is a major undertaking and calls for enormous amount of detail, logistics, coordination and teamwork. But, in the end, we will find a way to succeed -- just as we have done all these 24 years!

I take this opportunity to thank all of you for your business and friendship...

Regards,

*Victor Pais*  
**SIGMA Corp**  
609-758-0800 x 555  
609-529-2020 (cell)  
[vp@sigmaco.com](mailto:vp@sigmaco.com)

SIG - 0001754  
Confidential  
FOIA Exempt

CX 0904-001

---

**From:** Greg Hyland [mailto:ghyland@muellerwp.com]  
**Sent:** Tuesday, June 16, 2009 8:43 PM  
**To:** VP (Victor Pais-CRM)  
**Cc:** Bob Leggett  
**Subject:** EPA

Victor,

I was looking for you after the EPA presentation. It sure looks like Buy American is for real. I saw Star's announcement. We are willing to pull out all stops to react quickly. As we discussed last evening between our plants in Albertville and Columbia, PA we can carve out the capacity to meet your requirements. I think we need to move quickly. Bob Leggett and I will drive this on our side. Let's follow up.

Best,  
Greg

SIG - 0001755  
Confidential  
FOIA Exempt

CX 0904-002

**CX 0908**

**From:** VP (Victor Pais-CRM)  
**Sent:** Thursday, April 09, 2009 01:25:52 PM  
**To:** OEM5  
**Subject:** VP to OEM5 : unwelcome reversal by McWane about Pvt Label!

**From:** Ruffner Page [mailto:rpage@mcwane.com]  
**Sent:** Thursday, April 09, 2009 1:22 PM  
**To:** VP (Victor Pais-CRM)  
**Cc:** James M. Proctor; McCullough Leon; Dennis Charko  
**Subject:**

Victor,

I am sorry to inform you that our fittings team, headed by Leon McCullough, has decided not to sell Sigma private label product from our domestic foundries. It is only after significant internal discussion did the team come to this decision. This decision applies to product produced by both the Tyler/Union and Clow Water organizations.

Sincerely,

Ruffner

**CX 0935**

**From:** Walter Florence [wflorence@frontenac.com]  
**Sent:** Tuesday, November 03, 2009 10:04:14 PM  
**To:** SB1 (Siddharth Bhattacharji-CRM); JMG (Jim McGivern); VP (Victor Pais-CRM)  
**Subject:** RE: sb1 to jmg+wf: call with US COC

I'll cover and listen to what they are trying to accomplish. I think it is unlikely sigma is going to be a good case study in light of the MDA which I think we should be mindful of. I knew there was some sensitivity but was not clear. I'll circle back and report.

Walter C. Florence  
Frontenac Company, LLC  
(312) 368-0044

**From:** SB1 (Siddharth Bhattacharji-CRM) [mailto:sb1@sigmaco.com]  
**Sent:** Tuesday, November 03, 2009 8:08 PM  
**To:** JMG (Jim McGivern); Walter Florence; VP (Victor Pais-CRM)  
**Subject:** sb1 to jmg+wf: call with US COC

JMG/WF 11/3/09

Adding to VP's caution, please be very careful while talking to US COC. Even if we are "technically" not violating the MDA by speaking as investors and not SIG, we cannot afford to antagonize McW who can pull the MDA off the table using some other excuse if they feel strongly about our attempts to beat back the BA laws related to pipe fittings. My advice would be for WF to handle the call on his own and no employee of SIG be involved.

Regds/

Siddharth

---

**From:** JMG (Jim McGivern)  
**Sent:** Tuesday, November 03, 2009 8:06 PM  
**To:** Walter Florence; VP (Victor Pais-CRM); SB1 (Siddharth Bhattacharji-CRM)  
**Subject:** Re: US Chamber Conference Call - Confirm 11/4 @ 5pm EST (4pm Central)

Walter

I am happy to join. I would suggest that if they are looking for quotes it should come under the Frontenac name and not Sigma in order to protect the MDA. I could be introduced as a Frontenac investor as well as Sigma Chairman. Do you think that is feasible?

Regards  
Jim

Regards  
Jim McGivern

---

**From:** Walter Florence <wflorence@frontenac.com>  
**Date:** Tue, 3 Nov 2009 17:43:33 -0600  
**To:** <vp@sigmaco.com>; <jmg@sigmaco.com>; <sb1@sigmaco.com>  
**Subject:** Fw: US Chamber Conference Call - Confirm 11/4 @ 5pm EST (4pm Central)

Do you want to join this call ?

---

**From:** Wojno, Tom <TWojno@USChamber.com>  
**To:** Walter Florence  
**Sent:** Tue Nov 03 15:07:48 2009  
**Subject:** US Chamber Conference Call - Confirm 11/4 @ 5pm EST (4pm Central)

Walter,

As promised, here is a dial in number for tomorrow's call. Please circulate as you see fit.

Number:(866) 482-6958/Passcode: 1410986

On the call will be David Hirschmann, SVP of the US Chamber of Commerce, and CEO of the Chamber's Center for Capital Markets as well as Christopher Braddock, Senior Director of Antitrust & Privatization, and our resident Buy America Policy Expert. I will be on the call as well. We look forward to speaking with you tomorrow. Thank you again.

Tom

---

Thomas M. Wojno  
*Manager | Corporate Relations*  
*United States Chamber of Commerce*

---

📍 1815 H Street NW | Washington, DC | 20062  
☎ 202.463.5757 office | 202.463.5947 fax  
✉ [twojno@uschamber.com](mailto:twojno@uschamber.com)

---

**CX 0944**

**Σ SIGMA***Your Fitting Choice...*

---

June 9, 2009

To: RP -- *Personal**Re: -*

Ruffner,

I hope you, your family and business are doing well – though, the last one may be bit of stretch these days...

I chose to take a bit of a low profile over the past couple of months – as I was both hurt and confused by the way some of our dialog transpired earlier this year. I wanted to convey my personal feelings about a few of my thoughts sooner – but, then, Larry too wanted to do so on some specific issue. So, I suggested that he goes first...

So, here it is – opening up to you!

First, Ruffner, I do want to start by thanking you for your relationship and mutual respect, which I know to be genuine. Having access to the top person of such a large organization in our industry is certainly a blessing and I appreciate your goodwill. It is a pity that we were not always able to go all the way to make some bold initiatives work and as each of us represent a different culture, different set of interests. But, we have both always interacted in good faith and with the best interests of each other in the equation, at least for most part...

I do want to thank you for accommodating me at various recent meetings starting from March in New York and 3 since then in Birmingham, mostly to discuss two opportunities to work together – one to seek a 'buy-sell' agreement for the Domestic requirements and the second was to introduce McWane to a promising Global investment opportunity in India. But, despite several earnest efforts by me to convince you of the merits of a mutually beneficial agreement on the first one, I felt that you didn't go a step further to respond in a way to reflect and maintain that trust and mutual accommodation, at both strategic and personal level. As a result, I felt I let down and as it turned out then, somewhat in an insensitive manner...

I want to address this issue in a bit more detail, in a deliberate and direct manner...

It is little over 5 years, since we started our relationship, when I approached you to offer our services to meet what then was a fairly clear and sizable need for McWane – a reliable global supply chain to meet a certain gap that you identified in your own domestic production structure, due to costs and other factors. Of course, those very circumstances offered us a significant opportunity to make gains on our own and take full advantage to become an even more significant supplier, of course at your expense. Yet, against many suggestions to go in the direction, I personally chose a more moderate and deliberate strategy by reaching out to you. We put whatever resources necessary to support your short-term needs and then also facilitated to convert your strong desire to have your own manufacturing in China, by channeling the services of our own partner of over 20 years, to your needs, without any reward for us for these services...

*As an aside, I had also tried to dissuade you from using any other source, as it would create unwanted capacity that would hurt the industry in the long term. And sure enough...fast forward to today -- after 5 years, the 2 sources we introduced to you, our own and yours, are still controlled without any slippage to opportunistic poachers, while a third that you had developed on your own has fallen to opportunistic competitors!*

SIG - 0004895  
Confidential  
FOIA Exempt

CX 0944-001

[FieldPage]

During our negotiation, we deliberately took a fairly amenable position in all commercial and other terms as for most part, we did not look at the opportunity as one for any substantial short term benefits – rather, to develop a respectable partnership to work together to make our industry a mature, stable and profitable to all.

After the initial 2 years of our active but diminished participation as your supplier, we had few opportunities to engage in any active partnership or other business association, but we still maintained a cordial relationship. I was personally a bit surprised when you did not offer me the courtesy of assisting you when you decided to look for investments in the Chinese pipe industry, knowing fully well, our deep relationships in China going back to about 25 years, especially the one with Minmetals, a large organization with great reputation and huge financial resources and of course, very high level relationships and connections, all of which are even more of a key to success in a *Guan Xi* (relationship) based culture like China! While you gamely directed your own direct foray into China for investment with great effort and expenditure, ultimately falling short of a mutually beneficial agreement, we could have most definitely helped you navigate a sound agreement, using our close relationships and even more importantly our skills to manage negotiations in a 'win win' manner, averting any breakdown, with creative and feasible solutions.

I am not merely referring to our historic success in China. Our recent success with XINDIA, to help launch Xing Xing in India attests to this ability – leading them to a successful partnership agreement and that too with a project in a third country, one that is proceeding as per schedule with adjustment as needed by global events, with bigger and better plans ahead, including DI pipe and other products.

As I was motivated by the benefits from a disciplined and organized effort in some of the other parts of our beloved AWWA industry such as DI pipe, Valves and Hydrants, I took the initiative to form an industry association for Fittings as well and though due to the inherent unease between the suppliers, it proved to be more challenging than I had expected, we were able to prevail and have the association start functioning in early 08. In fact, it would have kicked off a lot sooner had it not been for the change in senior management in your own organization that took place the previous year. It's a pity that this effort got aborted earlier this year and got further doomed by some of your other actions...

Though we did not come across other opportunities to be actively engaged in any business since our initial sourcing partnership, I reflected my respect and deference to our relationship, to keep our contact going and also introduced you to a promising opportunity in India. Though our partners both in India and China questioned McWane's role in the J/V in India, I simply prevailed and obtained their acceptance solely on my personal relationship with you...

Last year, as the entire economy in general and our industry in particular was in a weakening trend, I identified a strategic opportunity for a joint venture between our common business and when all in our team as well as you yourself saw merit in my preliminary outline, we both proceeded and made a fair amount of headway including exchanging fairly confidential and sensitive information so as to attempt at least a preliminary proposal. As you left it to our combined expertise to formulate a suitable proposal, we presented a preliminary outline to be reviewed further. However, you abruptly concluded that it was not in your best interest and terminated the discussions, without responding with any counter proposal as you had promised both Walter and myself...

While we chose to move on, looking forward to the next opportunity, what we faced was stunning -- a series of strong and reactive measures which seemed to have been designed to hurt our profitability in somewhat of a punitive intent while extending the pain to almost all involved in the business, including customers. Knowing your size and history, all have quietly resigned to accept these actions, though not without considerable dissatisfaction and angst.

Even amidst all this turmoil I found a real opportunity to leverage our mutual trust and spirit of mutual cooperation...

[FieldPage]

I approached you with a request to consider a buy-sell arrangement for SIGMA on a 'cost-plus' basis without any strings attached. You consented at first and even confirmed the support of your senior most manager and we were in the process of implementing this arrangement. However, you again abruptly withdrew this decision presumably at the insistence of your operational team involved in the business, none of whom have any knowledge and hence appreciation of the selfless support given by us to you when you most needed it! I continued to appeal to you and your management with poise and patience, stressing that a mutually beneficial agreement would be in the best interest of the industry as a whole and McWane itself, including SIGMA. After promising a review by you yourself, we were offered a bland agreement which was mostly ceremonial and somewhat condescending.

Ruffner, at this point, from the above few instances, I must conclude that while you mean well and are approachable and forthright in your approach, your decisions tend to be almost entirely in McWane's own best interest as you see fit, with little or no consideration for others in your calculations. This in itself is not wrong or objectionable – it is just so different from my own approach that I have used all my life and especially over the last 25 years to further our growth in the AWWA industry that I have come to love.

When our nearly two month dialog to explore the 'buy sell' agreement ended up with such a dead-end, it really hurt my personal credibility both within our team and a few close customer groups, who are well aware of our deep personal relationship and had considered our logical plan for a fair buy-sell agreement both a prudent measure and a just reward for our own support to you a few years back...

So, please understand that it was extremely difficult for me to respond to Mike Keel's two overtures – to discuss the marketing of the 'Sure Stop' restraint and the follow of the India J/V and I explained to him the uneasy position your rejection on the buy-sell put me in! (I understand, as a response, you have taken a clinical step by deputing Mike to visit Xing xing directly. But, please realize that your direct involvement without my guidance may expose you to some unknown risks brought by cultural differences!)

All that being said, I am both relieved and grateful that the dialog between us has been revived and a much more reasonable proposal is on the table. After a few exchanges, we are down to a couple of serious differences and at this point, I would like to see you in person, to resolve these differences and move forward to regain the lost ground for both of us!

I also would like to update you on a few items and discuss a few other issues of mutual interest.

As I have a very tight August schedule, can I see you Tuesday, August 11<sup>th</sup> next week, preferably in the afternoon, for an hour or so?

Best Regards,

*Victor Pais*  
**SIGMA Corp**  
609-758-0800 x 555  
609-529-2020 (cell)  
[vp@sigmaco.com](mailto:vp@sigmaco.com)

**CX 0948**

**From:** VP (Victor Pais-CRM)  
**Sent:** Wednesday, September 09, 2009 09:27:53 AM  
**To:** MR1 (Mitchell Rona-CRM)  
**Subject:** VP to MR1 : MDA follow up

Mitch,

Good you forwarded the Star schedule to RT. Now, please respond to my POA to proceed with the conclusion of MDA -- still a couple of nagging issues to be sorted out before I prepare SST guidelines...

regards,

*Victor Pais*

**SIGMA Corp**  
609-758-0800 x 555  
609-529-2020 (cell)  
vp@sigmaco.com

**From:** MR1 (Mitchell Rona-CRM)  
**Sent:** Wednesday, September 09, 2009 1:16 AM  
**To:** VP (Victor Pais-CRM)  
**Subject:** RE: VP to MR1 : Forwarding Star Pipe Products domestic schedule

I have forwarded this to Rick without any of the words and only the chart.

---

**From:** VP (Victor Pais-CRM)  
**Sent:** Tuesday, September 08, 2009 1:32 PM  
**To:** OEM5  
**Subject:** VP to MR1 : Forwarding Star Pipe Products domestic schedule

Mitch,

Though RT/Tyler team would get hold of Star's published schedule, I suggest you forward it to RT, but w/o BC's letter.

What intrigues me is how customers like Ferguson would even toy with Star when they can risk total exclusion from BA service from Tyler on the strength of their passionate commitment to the 'IC' clause -- Exclusivity! SO, actually, it may generate a steady loyalty to MCW/SIG if it is thoughtfully and effectively introduced and promoted! Sensing the pivotal importance of this clause, I have disguised it as an issue of 'fairness' -- helping SIG/McW thru their loyalty in return of our service of them thru delivery of the ENTIRE job! *(It's issue and approach like this one that I would like to get across to RT to take the edge off their stern 'all or nothing' message and 'take it or leave it' approach!)*

Let's talk...

*Victor Pais*

**SIGMA Corp**  
609-758-0800 x 555  
609-529-2020 (cell)  
vp@sigmaco.com

---

**From:** GF1 (Greg Fox-ALX)  
**Sent:** Monday, September 07, 2009 11:40 PM  
**To:** VP (Victor Pais-CRM)  
**Cc:** M20  
**Subject:** GF1 -> VP: Star Pipe Products domestic schedule

Victor -

Please read below Bo Camposano's email to Larry inquiring as to Sigma's plans and progress toward domestic production of both fittings and restraint. Camposano's inquiry follows Star's update via the email below as well as through a referenced meeting between Ferguson and Star.

This inquiry reflects in writing what most of our Sigma sales team is experiencing on each of their sales calls. To this point, management, in my opinion, has not provided our sales team with adequate information as to Sigma's plans to source material domestically.

Granted, I have heard updates as to our ongoing negotiations with Union/Tyler to secure the MDA. However, we were instructed to keep this information amongst Sigma so as not to disrupt our efforts. In fact, I haven't even shared these details with our extended sales team. With regard to PRP, even less information has been forthcoming. Certainly, we have heard that we are committed to domestic production of PRP and that work is ongoing. Nonetheless, nothing remotely similar to Star's production schedule has been circulated or communicated.

As we enter into the final third of the fiscal year, I am certain all of Sigma's sales team is aggressively soliciting any and all orders to allow us to reach \$105MM in the second half of the year. However, from my experience in the Southeast, even our most supportive customers are concerned, cautious or even unwilling to make wholesale or significantly larger commitments to Sigma with the uncertainty of their immediate and future domestic needs so unclear. Seemingly, Star gives even our customers pause to consider or reconsider their options as Star has chosen a high profile, aggressive campaign to introduce their domestic product development. Even if Star's development efforts become an abject failure, their promotional efforts have created an impression in the market that domestic products are required to compete in today's and tomorrow's marketplace.

Please review and evaluate what information can be shared with our SST.

Thanks,  
Greg

---

**From:** Robert.Camposano@Ferguson.com [mailto:Robert.Camposano@Ferguson.com]  
**Sent:** Friday, September 04, 2009 10:03 AM  
**To:** Larry Rybacki; GF1 (Greg Fox-ALX)  
**Subject:** FW: Star Pipe Products domestic schedule

Larry,

Any thoughts on Star being able to pull this off and garnish specifications? Does Sigma have options at this point?

**Bo Camposano**  
**Southeast District Manager**  
Ferguson, a Wolsley Company  
8008 Sligh Avenue Tampa FL 33610  
T:(813) 627 1240 C:(813) 361 8581 F:(813) 627 1299  
E: [robert.camposano@ferguson.com](mailto:robert.camposano@ferguson.com)  
W: [www.ferguson.com](http://www.ferguson.com)

---

Thank you for taking the time out of your meeting to have us present. Below is the schedule we spoke of, if you want to distribute to your team. We are quoting domestic projects now, with delivery dates after 9/15. This includes C153 MJ and C110 flanged. Large diameter jobs will be later. In order for us to manage our growing inventory, we request that until the new year, we get a material list to quote before you place a PO. This allows us to manage our domestic inventory much more accurately right now. We look forward to growing our business together; please feel free to have anyone contact me if you have any questions.

Thanks,

*Bob Brangan*  
*Star Pipe Products*  
*Northeast Territory Manager*  
*m. 858.535.0301*  
*f. 215.754.5200*

American Made Development schedule 8/25/2009

Descriptions	80% consumption	95% consumption
DI COMPACT MJ FITTING UP TO 24"	Sept 15 - Nov 15	Dec 1 - Feb 15
DI FLANGE FITTINGS UP TO 24"	Sept 15 - Nov 15	Dec 1 - Feb 15
DI FULLBODY MJ FTGS UP TO 24"	by project	by project
Glands and Gland Packs - all sizes	all sizes between Oct 15 - Nov 15	
DI MJ COMPACT FTGS - 30" - 48"	Dec 15th	by project
DI FLG FTGS 30" - 48"	Jan 15th	by project
DI MJ FULLBODY FTG 30" - 48"	by project	by project
<b>Joint Restraint</b>		
	3,4,6,8,10,12,16,24 Sizes	14,18,20,30,36,42,48 Sizes
STARGRIP 3000 SERIES	Sept 15th	Nov 1st
PVC STARGRIP 4000 SERIES	Sept 15th	Nov 1st
PVC HARNESSSES	TBA by 9/1/2009	

We are providing delivery on all items when we quote an ARRA/domestic project – delivery will typically be faster than per our inventory plan above due to priority.

Committed project deliveries are all on schedule.  
98% tonnage consumption by 6/1/10

**CX 0953**

**From:** VP (Victor Pais-CRM)  
**Sent:** Thursday, September 24, 2009 04:33:48 PM  
**To:** Larry Rybacki  
**Cc:** SB1 (Siddharth Bhattacharji-CRM); JMG (Jim McGivern); JM (Jeff Marcus-CRM); FS1 (Fred Stevens-CRM); RM6; TB2 (Tom Brakefield-ALX); DW2 (Dick Williams - ALX)  
**Subject:** VP to LR : Caution about VR on MDA --> SIGMA Rebate on Domestic Fittings

Larry and others,

Please be very careful in NOT offering any VR plans for 2010 for DOM Fittings -- as Tyler may reduce the VR% for 2010.

As you know, they have been trying to improve this area of the market pricing for a while...

Also, please make sure we offer the 8% ONLY on DOM-FTGs and not DOM-ACC. But, if nec, we can give 2 - 3% as we will still be able to purchase @ 20% off..

Regards,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555  
609-529-2020 (cell)  
[vp@sigmaco.com](mailto:vp@sigmaco.com)

**From:** LRyb446150 [mailto:lr**ryb446150@aol.com**]

**Sent:** Thursday, September 24, 2009 3:16 PM

**To:** rick fairbanks

**Cc:** VP (Victor Pais-CRM); SB1 (Siddharth Bhattacharji-CRM); JMG (Jim McGivern); JM (Jeff Marcus-CRM); FS1 (Fred Stevens-CRM)

**Subject:** SIGMA Rebate on Domestic Fittings

Dear Rick and Karen,

Please read the attached letter from Larry.

Thank you,

*Cindy Dayofas*

SIGMA / ALLCAST Corporation

TF - (800) 456-4033

PH - (508) 393-9070

FX - (508) 393-9334

[lr\*\*ryb446150@aol.com\*\*](mailto:lr<b>ryb446150@aol.com</b)

**CX 0978**

**From:** VP (Victor Pais-CRM)  
**Sent:** Thursday, June 18, 2009 12:53:20 PM  
**To:** MR1 (Mitchell Rona-CRM); SB1 (Siddharth Bhattacharji-CRM); GR1 (Gopi Ramanathan-CRM); SB2 (Stuart Box - CRM)  
**Cc:** TB2 (Tom Brakefield-ALX); LRYb446150  
**Subject:** VP to SDP team : Recap of SDP meeting from Wednesday June 17th

Attn : SDP team

My QRR to your recap of your 6/17 mtg :

1. It's extremely important that we not only keep MTF informed, but also develop our SDP plans with them as a 'full partner'. While MM/TM are likely more swayed by the feedback from the Distributors during our brainstorming session 6/15 ( I deliberately asked LR to ask each Distributor present to opine on the outlook for BA, if a growing menace over the next 2-3 years and all excluding TM himself, affirmed it to be so! I could see MM coming a bit more forward, soon after...), they are still very protective and defensive, as they still feel vulnerable by the impact of BA and SDP. I have reiterated a few times that SDP plan actually is intended to protect MTF bsns too as our SDP part can complement and protect the non-BA business for SIGMA/MTF.

I also conveyed my many disc with the USP team -- much more nervous than ACIPCO who is at least temporarily comfortable with the access to Tyler's BA thru SIGMA -- to MM and that we need to develop and confirm a credible SDP plan to USP soon...

2. We also need to develop at least 'V1' of CAPEX plan so we can process it within SIG's new structure. Any 'investment' needs to be processed and accepted by the BOD first -- definitely before we start spending -- and we shouldn't overlook this important technicality! They are highly supportive and are motivated by the strategic value -- of targeting the 'domestic' segment even outside the BA/ARRA need, not open to us thus far. But, we need develop the CAPEX plan -- request I had made to SB2 a while back. Of course, it is a moving target -- but, I suggest GR + SB2 prepare a template which can be updated as we fine tune each part of the SDP puzzle.

3. Personally, I suggest we should prioritize the avl of SDP-30" to 48" for a few reasons :

1. As more ARRA funding may go towards the larger PW jobs, the 'demand' for the L/S can be expected to be higher than historic 'DIFRA' profile.

2. With a 'waiver' route, all benefit -- Star who have been aggressive in PW and even Tyler and who knows, even SIP may sneak in, as they seem to be making a steady encroachment. On the other hand, if we do an ABC and develop the capability for the top 20-30 items thru a EF/MTF combination, we may get a head-start and stifle Tyler/Star.

3. That said, Star may do the same as above -- as they have been surprisingly more focused and proactive on the BA

issue, though keeping a tight lid on their moves! 36 out of the 76 (mostly) DM ptns they seem to have produced in Korea are in the 30"-48" range.

So, I suggest we consider this tactic instead of relying just on waivers. If we can demonstrate BA avl, we should be able to preempt any waiver and quote and get high prices @ higher GMs! (Try a bit of Tyler on Tyler themselves!)

I suggest we keep TB2/LR also in our SDP discussions as they need to know to guide the RMs/SST till we develop a more informative SDP plan...

More to follow...

Regards,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

---

**From:** MR1 (Mitchell Rona-CRM)

**Sent:** Thursday, June 18, 2009 10:43 AM

**To:** SB1 (Siddharth Bhattacharji-CRM); VP (Victor Pais-CRM); GR1 (Gopi Ramanathan-CRM); SB2 (Stuart Box - CRM)

**Subject:** MR to All Re: Recap of SDP meeting from Wednesday June 17th

All,

Below are the notes from our meeting:

4" thru 24" MJ and FL-

MJ C153 – We will hold a final decision until we know the status of the Metalfit pattern availability.

We will expedite a visit to Prior (Acipco) as they can be a source for 16" thru 24" MJ and even flange if we get tooling from MTF.

Flange – Using historical data we will begin cope and drag patterns ( all aluminum) but hold off on core boxes until the foundry is finalized.

30" and 36" MJ and FL-

MJ/FL (foam)- We are releasing orders for foams to made for trials to be run at Eureka Foundry.

We will buy 1 flask locally but are working to price and order flasks from overseas for the bulk amount

We also plan to rent or lease a vibration table for the trials at Eureka.

We will also explore that setting up the Foam operation in Pryor may be a better long term choice due to the Acipco factor.

The foam plan is a more complete product offering plan and should be thought of as more long term and time consuming.

Machining of flanged to be done at either Davis machine or using MTF.

RS Option- Using our volume we price RS tooling for the top say 50 items. Tooling either wood or aluminum based on volumes.

We have produced a list of previous sales for 30" and 36" sales for 2008 and 2009 YTD.

This plan is for a quicker entry into the market to match what Tyler / Union are presently able to offer.

MR1 to work to try and truly understand the present Tyler/Union and Clow offering.

RS production can be done at Penmar. SB2 and GR1 to plan to visit Penmar.

Machining to be done either at Davis or MTF.

42" and 48" MJ and FL-

At this point we will think only about the waiver process as there is no other option

but Acipco

Future plans include foam trials once the 36" and smaller is proved out.

Metalfit-

Mark and Manuel will provide pricing for product finishing (machining, cement lining, painting, and packing)

Mark also confirmed Metalfit can duplicate tooling (make additional impressions).

They don't have a duplicator but can do it

They will provide pricing and capacity levels.

Star's Plan-

I have requested RJD to look through all his contact and suppliers to see what they might be doing

Stuart will discuss with Ron Crawford the same.

GR1 will give Me a list for us to make sure ASF foundry calls to also try and see their plans

Thanks,

Mitchell

**CX 0997**

**From:** IS (Iona Shenoy-CRM)  
**Sent:** Tuesday, September 22, 2009 04:44:43 PM  
**To:** VP (Victor Pais-CRM)  
**Subject:** IS to VP - SOS Update (from VM) - MDA  
**Attachments:** SOS MDA VP-VM 090909.doc

*Iona Shenoy*

**SIGMA Corporation**

700 Goldman Drive, Cream Ridge, NJ-08514.

P: 609-758-0800 x 333 F: 609-758-1163

SIG - 000955  
Confidential  
FOIA Exempt

CX 0997-001

SOS – 090909 voice mail FROM VP

**Master Distribution Agreement (MDA)**

This is our answer to the Buy American mandated by the ARRA and other needs for domestic Fittings.

We have a formal agreement that McWane has presented to that is under study just now. This is to clarify and explain certain things that have been addressed, but are still nagging all of us.

This year, among a lot of other factors, the BA because of the stimulus bill has been a large red herring. This has taken a large chunk of our time as it has evolved over the past few months. This came from new political realities that were inserted into the ARRA. The BA has gripped my attention because it has been traumatic – and is of great concern as it could have far reaching impact. Though we have had a stellar 24-year history, over the years, the BA has been a threat that came from nowhere.

A lot of the ARRA money has so far been going toward water cleaning, filtration and other water and sewer related work not the water infrastructure. Not much can be done as the tide is against ahead. On the other hand we have identified an opportunity to find a solution. I met with RP in NYC and asked if McWane would indulge us with a Buy Sell agreement at a cost+ basis. He agreed based on the trusting relationship we have built up helping McWane structure their manufacturing overseas. We have had some setbacks and disappointments. However, based on a draft that is being considered, we are ready for the next step. I propose a 3-part action plan for us to understand it clearly.

Over the past 30 years, I do not recall any agreement of this nature in our industry. We know there has been a simple buying agreement between American and Griffin, which is more of an outsourcing of the standard AWWA pipe. There have been some smaller arrangement with the Field Lok and some other products. Because we are competitors there are a lot of issues we have to be aware of like Anti-trust. Till now we have been relatively unscathed, because we are not into pipe and there have not been many acquisitions to consolidate beyond PCI – though McWane has in soil pipe and other areas. We have to be careful in navigating this agreement. Having a competitor sell to another under an agreement of this nature, is absolutely unconventional. We have received responses like: *This may be the most important agreement you have achieved.* (Jerry Burns of American Pipe). Tom Morton (US Pipe) also commented: *I can understand that this is the best for the industry.* Mark Myers of METALFIT wondered: *How did you manage to have access, let alone have any margins?* Jerry Webb (HDS) and Bill Tees indicated that they were fine with it.

In these challenging times with constant pressure and uncertainty, trust is the first to be violated. I share your disappointment at not having our own fittings, which would have made us supreme. But we have to be realistic – and the time factor and logistics here are

conducive to a reasonable amount of business. With our own ability and severely strained finances, with uncertain return on our investment, was not a prudent decision. This is one of the most significant and most important decisions in SIGMA's history.

NAPPCO had embarked on a domestic source 20 years ago, when their Korea source fell apart. It may have been a well meant and logical decision, but it may have been the straw that broke the camel's back when another recession was imminent. These decisions are very profound.

LR and I have disagreements on our arch rivals – Star and McWane. I have kept track of their activities and applauded them for their activities. They have done a lot of things right – they may have grown faster and bigger - with Star's decision to invest. What they do has ramifications on our business. Star has invested out of survival and fear. They may have concluded that with SIGMA close to McWane they would get a Buy Sell agreement. McWane might accommodate Star as well just to fill this need. Star may need to invest heavily – like \$3 to \$5 M and the returns would be gradual. If Star succeeds in investing in tooling and domestic manufacturing, it might put a lot of pressure on McWane, not so much on SIGMA.

If we follow the essence of the MDA and it comes with very tight provisions, we can help ourselves and can hopefully stabilize the market to a point, assuming Tyler/Union has about 40% market share, SIGMA has 30% and ACIPCO and US Pipe together has 5%, it is about 75% of the market. It doesn't matter what brand it comes with because each of our respective customers buys from us for certain reasons: relationship, service, proximity, etc. It is our job to sell that. US Pipe will get certain jobs because they have the pipe, TR Flex and plantwork package – but if we do our job right, it might isolate Star and make them suffer with their investment even more, because they may not be able to gain credibility. This has been understood by many and accepted. Yet 2 weeks back there was some angst within our team on this decision.

As to the agreement itself, it is tight. My 3 step process:

1. Among ourselves we need to be clear. I will continue to update you.
2. A letter to our Team – SST as to what we can and cannot do.
3. A customer letter that we will present to explain our option and this MDA arrangement.

It is very important that the customers are aware of this arrangement. The letter is going out shortly after inputs from Siddharth, Larry and Jim. This not just a Sales letter, it also needs to meet the legal requirements, because certain references like 'partnership' etc. can be misconstrued and we need to make appealing, but the essence to the customer should be the need of the ARRA despite our objections – we will meet the customers' need and supply the product as needed and it will come from McWane who has the range and it will make it better to service you the customer with a complete range, delivery etc.

There are 2 elements which are somewhat troubling. One is easy to understand – we don't want any customer that we offer the domestic Fittings to, to misuse the opportunity or this access to cherry pick between us and Star. We need to develop an exclusive agreement arrangement with each customer and convince them that the jobs cannot be split between suppliers. We need to do this, or we will end up strengthening Star. We have to be firm, disciplined and even if necessary walk away.

Secondly, with the pricing, we are obliged to be as close to the published multiplier as possible. Our hands are not tied – but we cannot sell below, because it will undermine McWane's own Sales. There is also a requirement of a volume rebate being given across the board. Tyler gives 8% some times 10% and we may have to give 8% as well. We are checking on the wiggle room we have on this aspect.

We have to navigate to make sure we understand and implement to meet one specific narrow need...

One last word about McWane..

Folks, 5 years back I reached out to the CEO of McWane and this led to some business. We received a hefty PO from McWane for \$11 M (in 2004). We made only 10%, but we did not have any DOF or COF. It lasted for a couple of years and we benefited from it. A trusting relationship ensued – which led to a lot of good things. In those 5 years, we have grown. Prior to this agreement we were at \$112 M and we went up to \$240 M. Our profits were anemic before that and the market share of McWane who was supposed to be the enemy and the arrogant entity, was reduced. So the relationship worked well. I also recommended that Larry develop a relationship with Dale Smith and that it would be prudent.

When I met Tom Brakefield in April 2001, they were a strong competitor in Fittings – but we had mutual respect, which we have parlayed into good things for all of us. I do it with the long term and the larger picture in mind, knowing the perils of this uncharted territory, because I have grown out of uncertainty and taking chances and thinking outside the box. So thus far, if I make ledger of my adventures, it looks good. I will continue to improve SIGMA. Some are myopic and need to see the benefit to give it their stamp of approval. But the benefit cannot be achieved without taking the risk – and not taking the risk stifles the eventual outcome.

I want you to keep in mind the context in which this is being – what it is meant to be and what it is not meant to be – so we can have a rationale view of this arrangement.

More to follow....

# CX 1000

**From:** SB1 (Siddharth Bhattacharji-CRM)  
**Sent:** Tuesday, January 19, 2010 09:58:55 AM  
**To:** jim@sda-inc.com  
**Cc:** VP (Victor Pais-CRM); JMG (Jim McGivern); 'Walter Florence'; JM (Jeff Marcus-CRM); KB2 (Karen Barone-CRM)  
**Subject:** siddharth to jim: SDA

Dear Jim 1/19/10

During the review of our expense budget for 2010, we evaluated our need to continue the services of SDA. In light of our decision to become a master distributor for Tyler Fittings and the decision to start our domestic manufacturing of pipe restraints, we are handicapped in terms of taking a vocal and visible position against the Buy American rules that have or are being enacted in the Congress.

As a result, we have decided to discontinue our retainer arrangement with SDA, and move to a fee based plan as and when we need your representation. While we could not find time to set up the meeting with Senator Menendez, we are still open to doing some work in that direction – but later in 2010. I would suggest you give me a call around September of this year.

We thank you for your service and we will keep in touch,

Rgds/

*Siddharth Bhattacharji*

**SIGMA** Corporation  
700 Goldman Drive  
Cream Ridge, NJ 08550  
Ph: 800-999-2550  
Fax: 609-758-1163  
EMail: sb1@sigmaco.com

# CX 1003

**From:** VP (Victor Pais-CRM)  
**Sent:** Friday, February 20, 2009 07:42:13 AM  
**To:** Walter Florence  
**Cc:** Ron Kuehl; M4-BFA; TB2 (Tom Brakefeild-ALX); MR1 (Mitchell Rona-CRM)  
**Subject:** VP to WF : BA review and Response to your queries  
**Attachments:** BA REVIEW-RESPONSE to WF- 022009.doc

Walter,

As per my quick response 2/10 to your original list of concerns/queries as to the BA impact, please find attached a detailed Review of the BA issue and responses to your queries. I think my responses are comprehensive -- but SB1 can add his insights as both of us have been heavily involved in understanding and developing a suitable strategy...

I have copied to M4 and also to Tom and Mitchell. I expect to share this with our M20 as many are looking for an update...

As for the conf call later today, it's best that just SB1 and I will talk to you later, as it's mostly to allay your concerns about the BA strategy, our lobbying plans and current trends. We will talk @ 1.30 PM EST/ 12.30 PM CST.

As it happens, ARES too wish to talk about BA. If you agree, I can forward this update too to them...

*Essentially, I urge all to be patient and poised as it's TOO EARLY to know the impact of the BA!*

Regards,

*Victor Pais*  
**SIGMA Corp**  
609-758-0800 x 555  
609-529-2020 (cell)  
[vp@sigmaco.com](mailto:vp@sigmaco.com)

**Σ SIGMA***Your Fitting Choice...*

February 20, 2009

To: WF

*Re: Review of the 'BA' impact and Response to your queries*

Walter,

As per my quick response to your message of 2/10/09 with your various concerns and queries related to the BA issue, I would now like now present a detailed response, so that all of us could have a greater –and common -- understanding of this issue that has suddenly appeared in our 'S-W-O-T' chart as a likely threat and perhaps, also an opportunity as I have already pointed pout before.

While I have responded to each of your queries next to it in a Q & A format below, I want to first quantify the likely impact of the BA provision as follows. We can see the BA making its impact on our business at 5 different levels. *(Though most of our focus has been on our primary product of Fittings, it will also impact our business in PRP and MCC, from the appropriate segments of the ARRA funding):*

1. Primarily, the BA will affect the specific jobs directly funded by the newly signed ARRA stimulus bill.

While there has been a lot of coverage as to the various amounts provided for 'Water' under the overall heading for 'infra-structure', there also is a fair amount of confusion as to the extent of the total funding specifically in the 'Water and Sewer (W &S)' segment and no clear list of specific jobs that are covered by it has emerged. While I have not perused the entire final version of the ARRA for relevant details, the clearest reference I have seen is to a provision of **\$6.4** Billion for Clean and Drinking Water', in the Senate version as of 2/8/09. No separate provision fro 'Sewage' has been identified, even as some assume the above amount covers both W & S segments.

So, we have to now follow up to gather more details such as the specific projects by state, town etc and equally important as the agencies responsible for implementing the projects and we are planning to do so through the continued retention of our 'GA (Government Affairs) team' aka 'lobbyists', which we are in the process of finalizing, by next week. *(Though we have not made any further commitments beyond the initial retainer of about \$25,000 each to the 2 groups – RD/BTC from Alabama and SDA from Chicago – we are considering committing a certain effort at a moderate level to engage the services of one or both groups for the next 3 or 4 months to achieve some of the specific follow up plans related to the BA, as has been covered by the various recent messages by SB1.)*

2. Apart from the above direct W & S jobs – which could be mostly in the Plant Work segment – almost all of the other investment in infra-structure sectors, such as Transit, Energy, Health Care, Education etc would also have W & S parts that use our products (currently clubbed under the 'Commercial sector') and as such, this part could also be affected by the BA.
3. As the ARRA also contains several other forms of funding assistance to the various municipal agencies including state, county and towns, to support the respective shortfalls in their overall revenue suffered due to the economic downturn, it is possible that part of the routine W & S jobs that would have been otherwise funded and implemented by these municipal agencies, could be instead met through the federal ARRA funds that may come through certain block grants. If so, it is possible that they may also slap on the BA issue as a part of the 'specs'.
4. We can expect a slow but steady increase in the BA spec activity, either by various pro-BA lobby groups such as the 'steel caucus', the various unions – notably the steel workers union, which may

SIG - 0013005  
Confidential  
FOIA Exempt

CX 1003-002

[FieldPage]

get a new wind in their sails, working closely with those in our own industry including the AFS (American Foundry Society) of which Jim Keffer – Head of Sales for EBAA, is the President. EBAA (PRP) + EJIW (MCC) + McWane (Fittings+) are definitely working in concert to put out an effective marketing effort to make the BA stick in our industry! They may slowly but surely succeed in converting some of the key specs to 'BA' riding on the overall ARRA momentum.

5. As the BA issue gains momentum and coverage, some of the towns and agencies may take it up on their own to add the BA spec and some of our customers also may gravitate to the 'domestic' suppliers to appease them to get their support for the BA jobs, as in most cases, the choice is just one and may be two! (As of now, our customers are fairly supportive and sympathetic to the 'open choice' sentiment. But they are known to change as the wind blows and so we need to be vigilant and prepared...)

All in all, my own rough estimate of the 'new business' that could be generated from the ARRA, for FITTINGS, to be about 5,000 ST in 09 that can climb to as high as 15,000 ST in 2010 – in comparison to the total DIFRA market of about 100,000 ST in 2008, which could have been expected to further shrink to 85,000 to 90,000 ST in 2009, as Q1-09 is continuing at about 10% below the weak Q4-08.

*The ARRA is expected to create a larger new demand in the MCC1 (heavy) range as substantial funding fro Highways and Roads has been allocated, as it is an infra-structure spending favorite, with strong historical lobbying effort in place, unlike our W & S industry! But, traditionally, SIGMA/import suppliers have not been active in this niche, due to the various restrictive specs in place, thanks to the tenacious 'spec' effort by the domestic suppliers,with the DOTs who are the central agencies to steer these jobs.*

However, all these estimates and projections are just preliminary at this point and it may not be till about April that we will be able to get any clearer sense as to how 2009 might end up. So, we have to continue to monitor closely and meanwhile be patient and poised, so as not to make any rash or unwise decisions.

Now to your specific queries:

(1) How do we fully explore alternative supply sources (in addition to Metalfit)? What is a reasonable time before we are in a position to have product available that qualifies? What is the process and who is point person to exhaust all of our options? I will want to discuss other out of the box ideas to develop other sourcing alternatives .... Canada, Mexico, Europe, etc. as with time there has to be something else we can do to find Sigma's opportunity amidst this challenge.

As for the 'alternative' supply sources to meet the BA requirement, there is no source other than METALFIT that can be a realistic choice. (And of course, we are taking only about FITTINGS. We need to look at other options for PRP and MCC!).

To the best of our knowledge there is no other foundry in Mexico which has any kind of tooling for the AWWA Fittings. Here, it's important note that all in all, our FITTINGS range consists of 4 different types of Fittings – DM (about 65%), DFF (about 15%), XM (about 10%) and DP (about 10%). DM and DP tooling can be partly common just as DFF and XM can be. We are fortunate with METALFIT Foundry (MTF) as they have it, due to a large investment made by Griffin, after they bought them several years back to be their Fittings supplier, to replace their ancient foundry in VA. As it turned out, Griffin overlooked the need to focus on effective marketing of Fittings and when they kept losing the volume – just as USP did over the years – largely due to emergence of SIGMA and Star as credible suppliers, Griffin couldn't keep to feeding MTF and finally, they turned around and sold it back to the old owners, leaving the tooling back with MTF. (MTF originally had just the DFF and Griffin added the larger DM range.)

[FieldPage]

So, with the MTF needs minimal time to get 'set up' as they do produce from this tooling from time to time, though at present their production is limited, since they mostly sell DFF (the Flanged Fittings), and only use the DM (MJ) to complement some special orders. Of course, being a small foundry with their current reduced capacity to meet the current demand needs, we have to discuss at length as to how we can meet the expanded needs for the BA as and when that segment opens up, which is perhaps a bit down the road. This is why Mark Myers is visiting CRM next week to discuss the modalities and various related details.

So, outside of METALFIT, it is pointless to look for any other source in Mexico, as we believe there is no other foundry with any tooling and even to try to locate qualified foundries who are even willing and capable itself may be a futile exercise. Extending your query to explore other likely sources like Europe, Canada etc is also a needless exercise. It's important to realize that Fittings are one of the toughest product ranges to get into, due to the extensive amount of tooling that is necessary – even the minimum of the A and B items could run into about 500 items and without a firm program to commit by way of volume, the whole quest is a non-starter. Besides, Europe has very few foundries left, who can even produce castings of this nature. So much so, even foundries in Eastern Europe, such as Poland and Czech Republic etc. had started sourcing from China since their costs also started going up, in keeping with the high EU costs. Besides none of them have the AWWA range and once again it will be a wild goose chase to look for any of these sources. Canada too falls in a similar range, as there are perhaps just a handful of foundries left and none with the AWWA range.

I am not sure which other 'point person' that I can point to, other than the 2 of us, who between us hold the above views. Of course, at the point of implementation, others such as Gopi, Sean etc will inevitably be involved, as they have been working with MTF already.

At this point, while we are certainly looking at newer options, please do not elevate your search to an academic level in the interest of 'thinking outside the box!' As you well know, one of the reasons SIGMA succeeded in this product range is due to the prohibitive barrier to entry with the high cost of tooling etc. and having benefited from our early entry into China when tooling, capacity, labor and other costs and all the other factors were extremely favorable, it is hard to duplicate this effort.

So, we suggest that we focus entirely on how to meld MTF as a suitable BA compliant source and neutralize the likely adverse impact of the BA, by positioning ourselves as a suitable alternative to McWane. *(With our relationship with McWane, it is also fully conceivable to get part of our needs produced with SIGMA label, once we establish ourselves as the '2<sup>nd</sup> choice' for the BA segment, as they may privately prefer it to be just a 2-supplier market! Besides, this may marginalize Star...)*

(2) How are you adjusting or planning to adjust our inventory purchasing plans in light of the lead times involved and in light of slowdown from BA provision?

I know this has been a constant concern of yours as to the impact on inventory and supply chain, in response to any market change. However, to echo what has been said before through various management memos, including mine to the BOD last month, on one hand we reflect as many of the sales trends that we can capture and identify in our supply chain model, as nimbly and dynamically as we can. And, we do not have any long term commitments beyond the minimal lead times, no matter what our annual forecasts are. At the same time, it is equally important to know that our ability to reflect the trends completely and instantly into either purchasing or inventory is stifled because of the long lead times.

On the specific issue of BA/MTF, it is too premature to come up with any specific norms or adjustments simple because we are awaiting the specific impact of the BA on orders or business. For the foreseeable future, we do not plan to stock any 'BA brand' simply to meet the BA requirements. We expect it start with some of the specific Plant Work jobs, which for most part we now work with 3 customers – ACIPCO, US Pipe and C & B. The first 2 will approach us for all their needs and we will source them

[FieldPage]

from MTF if it has to be BA, as their preference is not to go to McWane directly. However, C & B could be a bit of a concern, as they have direct access to McWane for their domestic/BA needs and also MTF directly for their special needs. So, if the BA component in the BA niche grows it may affect our sales a bit.

Of course, we also sell to other customers in the PW segment. Any orders with the BA spec also will be managed on a case-by-case and back-to-back basis. So, at this point, we can not and hence, do not reflect the BA related business into our supply chain. On the other hand, we will reflect any decline in the overall volumes based on our 'STR' and other trend data, in our Supply Chain adjustments, as often as we can and we have been doing so for most of last year, as per our extensive memo on Inventory presented to the BOD.

(3) What options exist for Sigma to adjust downward further the cost structure to match lower volumes? How do we quantify these actions? What will be the milestones we are looking to act on these alternatives?

This too has been a constant query at the BOD and for you over the last 6 months, as volumes have been weakening. With less than 2 months into 2009, it is a bit early to track any specific trends and conclude them to be significantly lower and hence address the cost structure. As we had discussed before, for more than one reason, the right timing could be end March/ early April, where we would have had much clearer indication as to the true level of the market as to the quantification of the demand. In this regard, I am already studying a comparison of Q4-08 with Q1-09 – which represent similar weak patch, both due to the seasonality and the current downturn. Though we see a decline of about 10%, we already have built in a 5% reduction in all our new PO's off our 'NTB' data and we will continue to monitor the trends. These decisions are double edged swords -- if we are too aggressive in ramping downward, it could come back and hurt us in the second half and well beyond!

(4) What are the strategic implications – negative and potential positives – that might come from this?

At this point, I am not sure of any clear strategic implication of the BA other than what has already been mentioned. On one hand, we feel grateful that we are in a good position to at least offer an alternative through MTF. If that happens, it would marginalize Star, who in turn might get more desperate to hold on to or gain more of the non-domestic volume which naturally is a concern. Already, they are acting somewhat desperate and irrational, as they are facing the weaker Q1, and trying to grab whatever business is available.

All in all, we may face a 'it may get worse, before it gets better...' pattern and we need to continue to be poised and strong in our resolve and focus.

(5) What are the other legislative avenues (i.e., blanket waivers to monopolies, etc.) or other legislative vehicles that we should be aware of and pursuing to help clarify this outcome is not in the public's interest? Who do we appeal to and how to we do that ASAP?

Please refer to the various e-mail messages sent by SB1 over the last 2 weeks to Jim Smith and our AL team as to the options available. But, as you are well aware, our best recourse is to go all out and utilize the WH connection to seek a suitable way to secure a formal exemption to the BA language in the monopolistic situation, which has been already written about. We have received your suggestion of creating a BA committee, which I am not sure how it will be more effective since we are keeping you informed of the various options and efforts. We had deliberately kept Stan out of the day to day messages, as it is counter productive to involve too many and also to respect his wish to be somewhat distant in his effort to help us. But when we talk later today, we can cover this to see if any thing else

[FieldPage]

needs to be done. In the end, we simply need to make it happen and as I have said before, you/Frontenac have a unique opportunity to can really offer some concrete help here!

Best Regards,

*Victor Pais*

# CX 1014

**From:** VP (Victor Pais-CRM)  
**Sent:** Monday, November 24, 2008 06:52:13 AM  
**To:** Larry Rybacki  
**Cc:** RM6; SB1 (Siddharth Bhattacharji-CRM); TB2 (Tom Brakefeild-ALX); JM (Jeff Marcus-CRM)  
**Subject:** VP to LR : URGENT -- Need to stabilize market pricing  
**Attachments:** PRICE INCREASE LETTER-112408.doc

Dear Larry,

With the severe contraction in market volume over the recent few weeks, the equally quick and sharp erosion in market pricing is an alarming 'double whammy'! What's even more disturbing is our two main competitors in Fittings seem to see SIGMA as 'leading' this recent price decline...

There is no time for pointing fingers nor will it reverse the trend. If we let it go till the end of the year, we may start 09 on an even bad footing...

I suggest we do all we can to reverse it. Though I am not sure if the trend is similar at other parts too, it seems to be most severe in south east, especially in FL. As Mitch has already alerted all recently, we have another collateral hit from these lower pricing as OEM sells to ACIPCO and USP at much higher prices -- w/o any VRs, at that -- than the current market pricing. These are very profitable sales for us and of course, entire SIGMA benefits from this contribution!

So, I suggest we initiate an immediate price increase in FL and GA -- and if you choose to, in other markets too -- effective Dec 8, 08 (*I would even make it Dec 1st, next Monday! Why wait?*), to signal at least an end to the recent vicious cycle and start the New Year on a positive note. All manufacturers are hurting, but also lack the will or the capacity to lead with a sensible proactive act. The lot thus falls on us and I think we should rise to the occasion and not punt it to McWane as they are quite resigned to just follow the market. But, if we lead, the other two are likely to follow, as all are equally stunned by the drying up of the market demand...

Regards,

*Victor Pais*  
**SIGMA Corp**  
609-758-0800 x 555  
609-529-2020 (cell)  
[vp@sigmaco.com](mailto:vp@sigmaco.com)

**Σ SIGMA***Your Fitting Choice...*

---

November 24, 2008

To: Our Valued Customers in Florida &amp; Georgia

*Re : Pricing Revision in Florida & Georgia*

We thank you for your business in these uncertain and difficult times. We have always appreciated our customers' patronage and friendship -- but do so even more at this time!

The weakening market demands have understandably caused the market prices to fall in recent months. However, while SIGMA has responded as and when we had to, to support our customers, we also are aware of our need to be responsible as a business, to support our people and operations, so we can continue to service you adequately. It is true that the sharp increases in raw materials and hence our product costs that we saw earlier this year have started softening overseas. However, those will not be felt in our system for another few months due to the rather long lead times and our substantial inventory on hand, from which we service your needs, on a day to day basis.

In addition, our costs of doing business have in fact risen on a 'per \$ of Sales' due to the market decline and we are forced to carry higher levels of inventory with slow turns due to the weaker demand and lower volumes.

As such, we wish to confirm that we will raise our multiplier to **0.31** for all AWWA Fittings and Accessories off our Price List dated July 2007, with effect from Monday, December 7, 2008. We are committed to support our customers with competitive prices, but it is our fervent hope that we can do so at these revised levels, to recoup some of the erosion that we have seen in our prices and margins during the last few months of the uncertain market instability.

We request you to understand and support our efforts to be a responsible supplier for now and for a long time. We also hope this effort will also stabilize the value of your own inventories as well.

We take this opportunity to wish you safe and happy Holidays. Even as we all face the anguish from the severe market downturn, both in our industry and in just about all parts of the economy, here at home and abroad, it is perhaps timely to reflect on the many blessing we have received all these years, both at home and in our business and hope and pray that slowly but surely we will see the light at the end of this dark tunnel, soon! We expect the new administration will do the right thing and prioritize to support our economy through a sizable package of investment in our infrastructure, which inevitably could help our industry as well.

Once again, thank you for your business and Happy Holidays!

Best Regards,

*Larry Rybacki***SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

CX 1014-002

SIG - 0016745  
Confidential  
FOIA Exempt

# CX 1018

**From:** JMG (Jim McGivern)  
**Sent:** Monday, July 13, 2009 03:00:50 PM  
**To:** VP (Victor Pais-CRM)  
**Cc:** OEM5; SB2 (Stuart Box - CRM); GR1 (Gopi Ramanathan-CRM)  
**Subject:** RE: VP to JMG : Possible Master Distributor Agreement with McWane

Victor  
Thanks for that. It all seems to make a lot of sense to me.  
Regards  
Jim

---

**From:** VP (Victor Pais-CRM)  
**Sent:** Monday, July 13, 2009 2:49 PM  
**To:** JMG (Jim McGivern)  
**Cc:** OEM5; SB2 (Stuart Box - CRM); GR1 (Gopi Ramanathan-CRM)  
**Subject:** VP to JMG : Possible Master Distributor Agreement with McWane

Jim,

As Mitchell may be traveling, here is a QRR ( Quick Return Resp) :

1. McWane believes in 'publishing' their multipliers by writing to the customers. Please find a sample of one such notification earlier this year. As a rule, we don't put it up on website -- as contractors can then know Distributors' pricing!
2. Negotiations with McW for a 'buy sell' have gone on different levels -- LR's feedback...My own with the CEO announcing our 'SDP' plans and a strong feedback thru a senior McW VP in charge of global business who had called to follow up of our plans to include McW in a proposed new DI pipe plant (thru SML/Xindia, our operations in India) and Mitchell's spirited engagement with one of their 4 key guys. No commitment -- but, I believe the high profile publicity by Star as to their domestic plans and our own (low key) plans may have finally convinced McW that addition of new capacity isn't good for them or the industry...It's wait and see...one step at a time, chess play...
3. If we get a wholesome agreement, yes, it will replace our SDP plans -- and save huge Capex\$!
4. The PCM ( Price + Cost + Margin) exercise is being worked out. Mitchell had done so and we reviewed it 7/10 and revised it. It's W-I-P...

regards,

*Victor Pais*  
**SIGMA Corp**  
609-758-0800 x 555  
609-529-2020 (cell)  
[vp@sigmaco.com](mailto:vp@sigmaco.com)

---

**From:** JMG (Jim McGivern)  
**Sent:** Monday, July 13, 2009 2:34 PM

**To:** MR1 (Mitchell Rona-CRM); VP (Victor Pais-CRM)  
**Cc:** OEM5; SB2 (Stuart Box - CRM); GR1 (Gopi Ramanathan-CRM)  
**Subject:** RE: MR to OEM5 Plus JMG, GR1, & SB2 Re: Possible Master Distributor Agreement with McWane

Mitchell

A couple of quick questions. When you talk about published industry multipliers, where are they published? Secondly have Mc Wane agreed to the principle of such an agreement? As I read it this would be our domestic solution. Finally could you give me an idea of the sorts of GM we would get if we purchased product at these rates and then onsold in the market..

Many thanks

Jim

---

**From:** MR1 (Mitchell Rona-CRM)  
**Sent:** Monday, July 13, 2009 11:46 AM  
**To:** VP (Victor Pais-CRM)  
**Cc:** OEM5; SB2 (Stuart Box - CRM); GR1 (Gopi Ramanathan-CRM); JMG (Jim McGivern)  
**Subject:** MR to OEM5 Plus JMG, GR1, & SB2 Re: Possible Master Distributor Agreement with McWane

Victor,

Please find the master distribution agreement proposal we have discussed.

Please review and let me have your comments.

Thanks,

Mitchell

**CX 1076**

**From:** Walter Florence [wflorence@frontenac.com]  
**Sent:** Tuesday, May 26, 2009 03:50:58 PM  
**To:** VP (Victor Pais-CRM)  
**Cc:** Ron Kuehl; James McGivern1; Larry Rybacki; SB1 (Siddharth Bhattacharji-CRM); S Goldblatt  
**Subject:** RE: VP to WF : A few strategic Options for SIG...including a 'Big Plan'...'MAX'?

Victor --

The strategy makes good sense longer term ("post recession phase" as you say), and I would love to have a choice eventually between P2 or S2. That said, each of their reactions as I have witnessed then second hand causes me to believe that neither of P2 or S2 have a history or a culture of transactions. So, it is unlikely either will pursue a deal with us on anything but a very slow and deliberate timetable (good to have had this discussions but I would sit back now and wait), or at a price that is way too rich to pass up. I would also not put it past McWane or Star to be trying to gang up on Sigma given their competitive nature and I think we need to be careful about chasing them too much beyond the discussions we have had else they will see that as a sign of weakness.

In my view, it is also wise not to rush P2 or S2 until Sigma is ready and some more time gives Sigma a much needed opportunity to put together a couple of quarters of positive performance (#1 priority), and to move in parallel on domestic sourcing (#1a priority) and one or two smaller acquisitions that may be "cheaper" (#2 priority). I would not undersell the notion of smaller deals that add \$1-2m of EBITDA as I think Sigma can do well by trying to find smaller things that are "cheaper" rather than larger deals that are premium priced -- I agree this can help us improve our debt ratios. I am always surprised how smaller deals or announcements, like a domestic line, always gets people's attention and they will take your discussions more seriously. Until then, they will hold out for top dollar.

Those are my thoughts.

Walter C. Florence  
 Frontenac Company, LLC  
 (312) 368-0044

---

**From:** VP (Victor Pais-CRM) [mailto:VP@sigmaco.com]  
**Sent:** Tuesday, May 26, 2009 12:08 PM  
**To:** Walter Florence  
**Cc:** Ron Kuehl; jim mcgivern; Larry Rybacki; SB1 (Siddharth Bhattacharji-CRM); sgoldblatt@winston.com  
**Subject:** VP to WF : A few strategic Options for SIG...including a 'Big Plan'...'MAX'?

Walter,

I hope you and others had a restful and enjoyable long weekend...

Last week was quite an active one for us to explore a few strategic options, keeping with our relentless search to find and/or create suitable opportunities to counter the impact of the recent challenges -- which have been equally relentless -- as captured in my *'triple whammy'* update to BPD/M team of 5/5/09...

I had planned to compile the options we have or are working on creating, in a broader update -- but, as LR has already called you and updated you about his meetings in Houston, I want to 'add some color' and present an additional option, which is truly a 'big idea'! (As I had covered some of these options during my 1-on-1 chat with Jim at our O'Hare meeting 5/7/09, I have copied this to him as well, in light of his joining our team, which we are separately in the process of finalizing the details of!)

As I see it, we can pursue following 3 broad choices to steer SIG in the 'post-recession' phase :

1. Slow-and-Steady / 'Stay Put' (Small Ball) :

Look for modest and realistic avenues to add growth -- both organic and small acquisitions, to primarily, recoup the \$25M - \$30M of Sales Revenue we would have lost on an annual basis, due to the 'triple whammy' challenges. ( I will separately present 2 such opportunities which could add about \$3M - \$4M in Sales / \$600K - \$750K in EBITDA in 09 and \$10M - \$12M in Sales/ \$2M - \$3M in EBITDA in 2010 that are definitely available for 'acquisition' at realistic valuations, yet to be determined.).

This approach continued to add such small tuck-in prospects with whatever recovery we can expect in AWWA in 2010 could bring our Sales back to \$225M - \$240M with EBITDA of \$24M - \$25M in 2010 -- or get back to the 'FSX (transaction)' level.

2. 'No-Brainer' -- Acquisition of ('SAX?')/Merger with Star (S2) :

This is absolutely a 'no brainer' type of consolidation opportunity this current significantly weakened market almost begs for and the conditions couldn't be more conducive -- in light of McWane's ire at Star for their ill-advised grab of additional market share in a weak 08 during our very first year of DIFRA relationship and their seeming diversion of those gains to inflict further pain in their Soil Pipe business unit. A classic 'insult to injury' which finally triggered McWane's fury to slash Price Lists to better control pricing, Market share and profitability...Star is hurting as they seem to be off 25% in their basic core range, even as they seem to be confident of maintaining their volume in Soil Pipe...They are hit with high inventory and highly pessimistic of their outlook, having taken short-term and myopic ways to their growth thus far in a fairly receptive market and not being known for their composure under trying times, are anxiously searching for suitable 'survival strategies'...

Always, looking ahead for strategic opportunities, I initiated a talk with Dan McCutcheon, their VP (or the Chief Enforcer) as to the 'win win' benefits of a 'S2' merger of some form, earlier this year when I met him Houston 2/17/09 to review the progress and options for BA, then a budding threat...While he agreed that the 'S2' plan makes all the sense in the world, he also spoke to the 'cultural/personal' roadblock and wondered aloud as to how intractable any 'merger' between the two unlike organizations could pan out...Still, he agreed to pursue it with the 'powers to be'

However, due to the personal history that has perpetually haunted our two organizations, driven entirely by the fickle and unpredictable nature of Ramesh Bhutada (RB), the principal owner and exclusive decision maker -- despite the hollow talk of 'management team...Board...Shareholders etc', any rational discussion of a 'S2' hasn't been feasible...RB keeps vowing of his commitment to pass Star on to the 2nd generations, while I have always believed that's the logical alibi for the 'inconvenient truth' of insufficient profitability...Instead, even as they have agreed as to the benefits of 'S2' they have always mused about 'acquiring SIGMA...' to achieve the same result!

While I have consistently staved them off that discussion, LR used a different tactic a couple of months back and asked them to take a shot at it -- but, let it be known that 'it better be a high number...'. Their invitation to LR for a heart-to-heart discussion last week was the result of that opening LR gave, which SB1 and I agreed to, only to bring a closure to their 'wishful thinking, delusional' thinking!

I am not sure how much LR has filled you in with as to his discussions with RB /DM -- but, his suggestion (actually, a challenge) to them to take a flight to Chicago to meet the Frontenac team, for a face-to-face meeting to understand your investment philosophy, your resources, your commitment to AWWA and SIG etc would be a great step in the right direction. While I won't hold my breath as to any conversion RB would have, to then respond positively to our overture for a suitable merger, I also believe in miracles and nothing short of one would get us closer to our long cherished hope and dream of a S2 -- for Star has been singularly unhealthy to our entire industry over the past 20-some years, with their reckless, irresponsible and undisciplined tactics to resort to whatever it takes to grab some business and grow. Most of this sorry pattern can be traced to RB's venomous, jealous, paranoid and autocratic nature. (Please note that all these adjectives can be confirmed to be entirely valid by any independent and objective assessment. While I have a personal history going back to 30 years, I have pursued every opportunity to reach out to him and DM to find some common ground, but to no avail -- at least thus far! As LR found out for himself last week, RB just can't seem to be able to accept that SIG has grown almost double of their size, despite their various attempts to harm us every conceivable way!)

*But, there is one positive attribute to RB/Star, if we can call it that. When chips are down and faced with dire straits of their own and relative strengths of an adversary or a suitor, RB is known to have a sudden and complete change of heart to make a deal rather than stay on his perch of high sounding myths and bold gambles! The challenge for us, thus, is to continue our demeanor of poise and inflict some long overdue pain to their operations, leveraging our relationships and even cashing in on some chips. LR is working on some...*

I am doubtful that RB/DM will make it to Chicago as per LR's invitation, as they may now finally realize that their make-believe scenario of a triumphant grab of a significantly weakened SIGMA from a discouraged Frontenac at a bargain price, is somewhat delusional! Even if they do so -- I am not looking forward to working out the many details of a merger or even an outright acquisition as they are likely to be most mis-trusting and difficult to gain and share any information with! I am all too willing to play a secondary role in that process -- if we come to that point at all -- and let WF, RK, JMG and even SB1 manage it. All I care if making it happen -- but, I have my doubts!...

*So, naturally, I would rather take my chances on Option 3 that follows -- which is definitely a **BIG IDEA** by all counts -- **OUT OF THE BOX**, if there is one! But, I do believe it is feasible -- as if it has any shred of becoming a reality, I WILL make it happen, precisely for the opposite of the reasons dogging the S2 -- my rapport and credibility with the key person in the other side...*

### 3. A Mega Plan -- Truly a 'Home Run'...MAX?

We are all familiar with the merits of the P2 Plan that we toyed with last year and took it as far as it could go -- to create a JV with McWane to combine SIG with their Tyler Union unit, as a true 'merger of equals'. It fell short when McWane was uncomfortable with our debt on one hand and our staking out a 50%-50% joint ownership, on the other...

With the seeming advantage of the 'BA' that has fallen on McWane's lap, I frankly don't think revival of 'P2' is a feasible option any time soon.

Besides, both the above 'J/V' options (S2 or P2) will be tough to assimilate and manage due to the significant differences in their culture, structure and personalities involved -- though if anyone can do it, YES, WE CAN!

*However, not wanting to give up on any likely option, as I am so driven by both the need and the huge merits from a consolidation within our industry in light of the drastic decline in market demand both for 09 and likely the next 2-3 years, I came up with this bold plan after my meetings with RP (Ruffner page, CEO of McWane last week in 2 parts). I call it 'MAX' for obvious reason...*

As I continue to reflect on last week's events and discoveries from our meetings, the 'MAX' plan occurred to me when I finally got my annual gardening going Friday evening...

The origin of this idea had to do with one brief juncture during my feisty exchange with RP last week, I abruptly asked him *'why don't you let us buy your FTG bsns...?'* That question startled RP for a second, but he recovered quickly and blurted out *'Not NOW!'* I didn't pursue it -- but, the way he retorted seemed to have left the door open at least in my mind...

The basis of my logic has to do with the fact that RP seemed to be somewhat besieged by the onslaught on their many plants from the recent severe decline in volume across the AWWA range and the resulting loss of liquidity, though he keeps talking about their nimble 'scalability'... Though the BA has given a temporary bounce, he doesn't seem to think it's a 'home run'... I also feel they are too paranoid and unimaginative to take advantage of their current advantage and realize the full value of the opportunity...

SO, MY NEW PLAN -- THAT I CALL 'MAX' (MCWANE ACQUISITION) -- IS TO OFFER MCWANE, AN ATTRACTIVE PRICE LIKE, SAY \$125M (which can be stretched a bit, if necessary), FOR THEIR TYLER/UNION BUSINESS THAT WE REVIEWED AS PART OF P2 (which includes 3 plants -- one in AL, one in Canada for MCC and of course their China foundry -- but NO Tyler plant)...

As big the number is, I think it can be justified and raised as follows :

1. *From our P2 review, we can raise about \$85M from the revolver. (\$25M from about \$30M of A/R + \$60 M from about \$100M of INV).*
2. *Frontenac will have to bring a fair slug of equity of say about \$40M (Some of it -- say \$10M - \$15M -- can be in the form of a redeemable Pref Shares, which will have to be subordinated till certain earnings are realized and debt reduced)*
3. *As for the incremental EBITDA to support this new debt, Tyler-Union's EBITDA which was about \$14M last year -- can be easily recast to about \$20M since the data we had was when Tyler plant also was running, which has been shut down, saving a fair amount). With a conservative level of synergic savings/price boosts of about \$10M, the NET EBITDA addition can be close to \$30M.*

4. Even with lower EBITDA addition, the incremental D/E can be only in the 3 to 4 range -- improving our overall ratio from our current over 6.0!
5. In fact, if we have a bit more legroom in the debt, we can avail of some additional senior debt and retire the ARES at such high cost, as we had planned at the P2 plan.
6. With MAX in hand, we can manage the market astutely, to make some HUGE profits for at least 2 years -- overall EBITDA of \$50M to \$60M -- till other smaller Fittings suppliers start nibbling at our high 70% share and dilute our earnings. But, if we can reduce our debt -- which will start at the post-MAX level of say \$185M -- down to about \$125M - \$135M in 2-3 years, we would have brought down the D/E to a respectable about 3.0 and we will be in an excellent position for the future growth....
7. A big caveat for RP from the MAX -- one much after his own heart -- is to hopefully talk Star of the Soil Pipe, who may be amenable to part with it, if the FTG business is controlled by SIGMA as compared to McWane! From the \$125M CASII, we can convince RP to pay about \$10M to Star and 'buy' this business back! He would love it...
8. If RP balks at the \$125M price -- I really think he may accept it -- we can either stretch the price a bit higher with extended payment terms or we can ask him to hold the PPE of about \$35M back and lease it to us, which we can buy back later if nec. (On the other hand, their total RETAINED EARNINGS in the T/U unit is about \$125M.)
9. We can also ask RP to stay on @ a 10% - 20% level, with a suitable Re-Cap, which may help the equity situation...
10. The crux of this MAX plan is to convince RP that we can capture the inherent VALUE of this business better than McWane themselves can due to their various legacy and competitive negatives...

Though far-fetched, I think 'MAX' is doable and it may have a better chance than any of the other plans...

We can then speedily go after the MCC addition towards our \$500M goal...

What do you think? Let's talk at the earliest -- if you think it's doable, I can set up a meeting with for both of us and place it in front of him. If nothing else, it will demonstrate to RP our resourcefulness, our passion to turn the current agitated business into good business and a likely opportunity for them to convert some of their dormant assets into CASH!

*Besides, we will then also have a BA solution, as well!*

Let's talk...

Best Regards,

*Victor Pais*  
**SIGMA Corp**  
609-758-0800 x 555  
609-529-2020 (cell)  
vp@sigmaco.com

**CX 1077**

**From:** MW (Mike Walsh-CRM)  
**Sent:** Thursday, December 18, 2008 08:44:39 AM  
**To:** VP (Victor Pais-CRM)  
**Cc:** LR (Larry Rybacki); SB1 (Siddharth Bhattacharji-CRM)  
**Subject:** RE: VP to MW : QRR --ECDA pricing

Sorry about any confusion. I know it can get complicated especially when you are not involved in the business from day to day. We definitely sent the letter out to all customers. All customers know that and so does STAR, contrary to anything you may have heard. Jean Boucher has notified all QUE customers as well. As for PRP...just so you know...we have never sent out a letter or even verbally offered a .28 multiplier to anyone in eastern Canada. However...when customers give us a 'last look' and the PRP mix allows us to drop pricing and still be profitable...we will do so. Star was at .28 off the '06 price list all year. They just recently changed the price list to the '08 list with the same multiplier. They have not changed the fitting multiplier. We have sold a lot of restraints at .32 and higher. However...Star's pricing to EMCO and CORIX (.24fittings and .28PRP) moved a lot of business away from us and to Star. MW

---

**From:** VP (Victor Pais-CRM)  
**Sent:** Thursday, December 18, 2008 8:30 AM  
**To:** MW (Mike Walsh-CRM)  
**Cc:** LR (Larry Rybacki); SB1 (Siddharth Bhattacharji-CRM)  
**Subject:** VP to MW : QRR --ECDA pricing

Mike,

Your original message didn't state clearly that the orig letter of 37/37 went to ALL cstmrs. But, you did clarify that it was 'resent to 3 cstmrs'...

As for raising PRP, I only corrected you as for my orig recom of 9/2 -- I had suggested THEN to raise PRP to 31 and not 28 as U referred to in your 12/17 msg.

TO SUMMARIZE...YOU DO NOT NEED TO DO ANYTHING MORE...LET'S HOPE OUR COMPETITION UNDERSTANDS OUR INTENT AND INITIATIVE...

Thanks,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

**From:** MW (Mike Walsh-CRM)  
**Sent:** Thursday, December 18, 2008 8:10 AM  
**To:** VP (Victor Pais-CRM)  
**Cc:** LR (Larry Rybacki); SB1 (Siddharth Bhattacharji-CRM)  
**Subject:** MW to VP????RE: VP to MW : ECDA pricing

VP...I don't think you understood my message.

Point 3. We have already circulated the letter stating the .37 multiplier. We sent that out to all ECDA customers two months ago. I don't understand...do you want us to send it again? Everyone acknowledged receiving it and they know what their pricing is. Please clarify.

Point 4. In that same letter above we increased the multipliers for PRP to .37 also. Are you suggesting I send out a letter LOWERING everyone's multiplier to .31?

MW

---

**From:** VP (Victor Pais-CRM)  
**Sent:** Thursday, December 18, 2008 7:59 AM  
**To:** MW (Mike Walsh-CRM)  
**Cc:** LR (Larry Rybacki); SB1 (Siddharth Bhattacharji-CRM)  
**Subject:** VP to MW : ECDA pricing

Mike,

Thank you for your update. It's clear now what has taken place with our initiative to improve ECDA pricing...

My brief response :

1. Just to be accurate -- I had suggested that we bump up the PRP increase to 0.31 off the 08 PL - not 0.28 which is what the Concord team said we were at during my visit. But, we can get there now...
2. Your explanation of how we initiative price increases is right -- but, it's a very informal process and we are trying to improve and make it a bit more disciplined and formal. You didn't do anything 'wrong' -- it's just that we need to be a bit 'smarter' and effective in our 'message management'. There is a lot of mistrust between the FTG and PRP supplier base -- which is unhealthy and leads to price/profit erosion. we simply cannot will the market to improve or expect our competitors -- who are less than confident, disciplined, proactive or even 'ethical'. This is where a simple written message goes a long way. (Just see when CS1 or one of the RMs send a letter from Tyler or EBAA or Ford, however rare it may be! It goes to M20 and all come to know something about what our competitors are doing...)
3. I would suggest you circulate the 0.37 letter to all our customers in ECDA, if you plan to offer it all, which I wld urge you to do so. As suggested to the Concord team and you, I would then make a preferential price for our 'A' customers using an effective 'Instant Rebate' which can be paid every month so customers do not have to wait for a quarter etc. Also, if we are to deviate from the stated price increases till our competition does so, I suggest we do so only with our "A' customers and with a clear request that they do not spread the news of our 'lower price' in a negative way...
4. I also suggest we go up to a 0.31 or better in PRP, effective 1/5/09.
5. As I have stressed in my recent Vms, all competitors are shaken by the sever decline in the market volume and thanks to DIFRA data, the 3 are somewhat reassured that it's the market weakness that's costing them the volume and they are not losing to the competition. I am confident they will follow suit if we lead and do so with some discipline...

So, let's keep trying these efforts to improve the market pricing -- knowing full well that it's a very difficult and time consuming process. We need to be a lot more patient and focused than we are -- because in the end, the RESULTS speak for themselves, thru higher profits and compensation!

regards,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

**From:** MW (Mike Walsh-CRM)

**Sent:** Wednesday, December 17, 2008 9:32 AM

**To:** VP (Victor Pais-CRM)

**Subject:** your ECDA VM from yesterday

VP...in reply to your voice mail message yesterday....On Sept 2 you sent the Concord visit message with instructions to increase pricing to .35 for fittings. .28 for PRP. We started verbally notifying all Ontario and Maritime customers that week. We gave them the customary 30 day notice that all require. Pricing in the CRM territory is always done verbally because that is how Star does it. They very seldom send anything out in writing and when they do send something in writing they do not use that pricing. However...Larry asked us to put the notification in writing this time so I drafted two letters announcing the price increase. As we approached the effective date for the price increase it was evident that the Canadian conversion, which tumbled dramatically during August was not going to come back to an acceptable level. It was then we made the decision to increase the pricing to .37 for both fittings and restraints and delay the effective date another couple weeks. Those were sent out to the customers in Oct. Yesterday we re-sent the two letters to 3 different customers in Canada. I can't understand why Larry told you he did not think I sent out a letter. I cannot understand why Larry told you that he was not sure I sent out a letter. We have had this discussion about 6 times with Larry. Dennis and Tanya and I have told him that the letter went out. In November I sent Larry copies of the 2 letters. When Dennis and Chris King and Larry and I sat with Brian Scott and Sean Kelly in Canada last month both acknowledged receipt of the letter. I faxed a copy of each letter to Chicago yesterday for Larry. Kane told me he would bring those to Larry and hand them to him a dinner last night. Very few customers buy from us at the new pricing. Due to our relationships several customers have come back and given us 'last look' at some jobs and we have been able to get a few orders. Star did change their restraint pricing in November. They are now using the 2008 price list after using the 2006 price list all year. They are using .28 multiplier for restraints. As for fittings...Star has not made a change. They sell EMCO and OWP at .24 multiplier. Raju runs a monthly report that he gives to Karen to determine the commission structure. That report calculates the average multiplier for Fittings and Restraints. I will forward your VM message to him so he can send you the information you have requested.

FYI...Larry's letter announcing the billing in US Dollars went out to all the Canadian customers end of last week.

MW

# CX 1085

**From:** Dan McCutcheon [danm@starpipelineproducts.com]  
**Sent:** Wednesday, May 07, 2008 04:12:10 PM  
**To:** TB2 (Tom Brakefield - ALX); Long, Thad G.; Tom Brakefield; VP (Victor Pais - CRM); rtatman@tylerunion.com; Gary Crawford  
**Cc:** Herren, K. Wood; McKibben, Michael D.  
**Subject:** RE:

yes

---

**From:** TB2 (Tom Brakefield - ALX) [mailto:tb2@sigmaco.com]  
**Sent:** Monday, May 05, 2008 6:07 PM  
**To:** Long, Thad G.; Tom Brakefield; VP (Victor Pais - CRM); Dan McCutcheon; rtatman@tylerunion.com; Gary Crawford  
**Cc:** Herren, K. Wood; McKibben, Michael D.  
**Subject:** RE:

tad

yes!!! Sigma and we will be sending the report in this week..

tom brakefield

---

**From:** Long, Thad G. [mailto:TLONG@bradleyarant.com]  
**Sent:** Monday, May 05, 2008 5:06 PM  
**To:** Long, Thad G.; Tom Brakefield; TB2 (Tom Brakefield - ALX); VP (Victor Pais - CRM); Dan McCutcheon; rtatman@tylerunion.com; Gary Crawford  
**Cc:** Herren, K. Wood; McKibben, Michael D.  
**Subject:** RE:

Having heard no dissent, can we assume everyone concurs with these reporting procedures and parameters, so that reporting can begin by mid-May? Please confirm. Thanks.

Thad G. Long

For Attorney Profile click below

Thad G. Long

.....  
**From:** Long, Thad G.  
**Sent:** Friday, April 25, 2008 4:46 PM  
**To:** 'Tom Brakefield'; 'TB2@sigmaco.com'; 'VP (Victor Pais - CRM)'; 'Dan McCutcheon'; rtatman@tylerunion.com; 'Gary Crawford'  
**Cc:** Herren, K. Wood; McKibben, Michael D.  
**Subject:**

Gentlemen:

This morning there was a conference telephone call to discuss certain issues relating to DIFRA member reporting of data, in which the participants were Tom Brakefield and Victor Pais (Sigma), Tick Tatman (Tyler-McWane) and Dan McCutcheon (Star). Gary Crawford of U.S. Pipe was out of the country but had previously said he would accept whatever decision was made concerning these reporting issues. The subjects of the telephone call were: (1) the format of the reporting forms and reporting standards for assuring that data were being reported in a consistent manner across the various reporting companies; and (2) the geographic area of sales to be included in the reporting data. A consensus was reached on all these outstanding issues, and I am undertaking in this email to summarize the conclusions reached and to integrate them with previous decisions and reiterate them in a single comprehensive summarizing email herein.

1. **Reporting Area Geographically, and Reporting Subject (Shipments, not Sales).** The geographic extent covered by the reporting would include shipments in tons (short tons - 2,000#) of the entirety of the United States and Puerto Rico, but excluding all of the rest of the world. For example, neither Canada nor Mexico, nor Central America, nor South America nor the Caribbean would be included, but Alaska, Hawaii and Puerto Rico would be included. Please note that SHIPMENT figures should be used, rather than sales figures, since sales can be canceled and never shipped, and sales could reflect items whose shipping date is so far in the future as not to reflect reliably current economic activity in the products. Reporting forms have been attached.

2. **Elimination of Duplications in Reporting.** Reporting companies would exclude, from reported shipments, all shipments to other DIFRA members who also report. Thus if member A ships to member B, member A would subtract out of its report whatever the shipments were to member B; but when member B ships the items it has purchased from member A, member B would report those shipments. In that manner, there will be no duplication of shipments of the same items from two companies which each make shipments of the same physical items. To elaborate further, if a DIFRA member ships to another ductile iron fittings supplier which is NOT a DIFRA member (such as a smaller importer of ductile iron fittings), the shipping member WOULD report that shipment, because there would be no duplication in any of the reported sales data, since the purchaser in this example is not a DIFRA member and would not be participating in supplying data.

3. **Definition.** "Non-Flange fittings" mean mean all types of fittings, specialty or otherwise, which are not flanged fittings, such as MJ, restrain, grooved and flanged configurations (such as MJ & flange, T.J & flange, etc.)

4. **Commencement of Reporting, Timeframes, and Reporting Deadlines.** It was determined in the conference call that reports would be submitted by all DIFRA members no later than May 15, 2008 (which would reflect data for April 2008 and for prior time periods as will be indicated below), and that monthly reports would thereafter be made by the 15th calendar date of each

SIG - 0033864  
 Confidential  
 FOIA Exempt

CX 1085-002

month for data referable to the immediately preceding calendar month. The initial reports which would be filed by May 15, 2008 would also reflect some "catch-up" data for the years 2006 and 2007. For the year 2006, it is necessary only to report annual aggregate data for that entire year. For the year 2007, monthly data should be reported to that year-to-year variations can be ascertained relative to 2008. At this time, DIFRA has elected to utilize the accounting firm of Sellers Richardson Watson Haley & Logan LLP CPA, 2100 Southbridge Parkway, Birmingham, AL 35209, to compile the data and to report back to each member, monthly, aggregate data only with no information provided as to sales by any single company. The data should normally be sent to the attention of Rick Haney at Sellers Richardson, unless otherwise advised.

I would appreciate your comments on the reporting forms and the criteria which govern the filling out of the forms, as set forth above. I look forward to hearing from you when you have had an opportunity to review this email and its attachments to be sure I am accurately reflecting the decisions you have made. Thanks. My best. Thad Long

Thad G. Long

For Attorney Profile click below

[Thad G. Long](#)

Confidentiality Notice: This e-mail is from a law firm and may be protected by the attorney-client or work product privileges. If you have received this message in error, please notify the sender by replying to this e-mail and then delete it from your computer.

SIG - 0033865  
Confidential  
FOIA Exempt

CX 1085-003

**CX 1086**

**From:** Tom Brakefield [tbrakefield437@charter.net]  
**Sent:** Thursday, June 05, 2008 03:15:12 PM  
**To:** 'LRyb446150'  
**Cc:** VP (Victor Pais - CRM); SB1 (Siddharth Bhattacharji-CRM); Mitchell Rona  
**Subject:** FW: DIFRA numbers

guys

looks like the numbers are in

tb2

---

**From:** Dan McCutcheon [mailto:danm@starpipelineproducts.com]  
**Sent:** Thursday, June 05, 2008 11:49 AM  
**To:** Tom Brakefield  
**Cc:** lryb446150@aol.com  
**Subject:** DIFRA numbers

Good morning Mr. President. I just sent our info in. Sorry it took us so long, but we were "carefully analyzing all factors including: domestic and global inflation, market and competitive conditions within each region, as well as performance against our own internal metrics". (Does that look familiar?)

**CX 1092**

**From:** VP (Victor Pais - CRM) [vp@sigmaco.com]  
**Sent:** Thursday, June 19, 2008 08:15:21 PM  
**To:** M20  
**Subject:** VP to M20 : DIFRA Data and SIGMA Market Share (SMS) review  
**Attachments:** DIFRA-SMS-408-SUMMARY.xls

Attn : M20

As you have been updated, we now have a Ductile Iron Fittings Research Association (DIFRA) in place -- thanks to the leadership and initiative of LR and a yeoman effort by TB. Through various meetings in person and conference calls, byelaws and articles of association were drafted and approved, all under the watchful eyes and expedited guidance of Bradley, Arrant, Rose and While, a reputed law firm. They also have been part of the successful DIPRA for the 4 DI Pipe manufacturers.

With certain criteria to qualify such as a minimum sales of 5,000 tons per year, the membership was limited to lend credibility to the membership. Out of the 5 such members that would have qualified, Tyler/Union, SIGMA, Star and USP joined DIFRA, with ACIPCO abstaining from it. As per the mutual agreement, the combined sales data of each member -- in TONS (short tons) only -- in the markets of USA and Puerto Rico were included, while those in Canada, Panama or any other export markets were excluded.

Also, each member's sales to other members -- such as SIGMA's to Tyler and USP -- were excluded, to avoid double counting of the industry data. But, any sales to ACIPCO were to be included, as they are not a member and hence their sales are to be accounted for.

After a fair amount of unease by Star, all 4 members turned in the sales data for 06, 07 and 4/08. This data is sent only to a reputed accounting firm, who compiles and processes the data in complete confidentiality and issues only the TOTAL INDUSTRY data to the law firm, who in turn distributes the 'industry data' to each of the members.

We finally have received the industry data, which we have processed to compute and compare the SIGMA Market Share (SMS) data, for 06,07 and 08 (projected). Though the data has no surprises, it makes an interesting reading!

This is a huge step by SIGMA and Star, in being able to demonstrate our willingness and commitment to strengthen our industry and signal our willingness to grow in a responsible manner. Though most of the initial benefit is intangible such as increased trust and respect between members, it is also the first step for more substantial economic benefits in the future.

Please review the attached summary, with the NOTES, all of which are self-explanatory.

PLEASE USE THIS INFORMATION WITH PROPER JUDGMENT AND DISCRETION.  
THIS IS NOT FOR COMMON DISTRIBUTION!

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

**THIS DOCUMENT IS  
PRODUCED IN NATIVE**

## SIGMA TONNAGE AND MARKET SHARE BASED ON DIFRA DATA

Tonnage is in short tons. Projected 2008 is based on 408 tonnage @ 28%. ACIPCO includes AVH also.

		2006								
SIZE	TYPE	SIGMA			ACIPCO	SIGMA w/o ACIPCO			INDUSTRY	
		TONS	SMS	SIZE %	TONS	TONS	SMS	SIZE %	TONS	SIZE %
2"-12"	Flanged	5,603	32%	16%	329	5,274	30%	17%	17,623	13%
2"-12"	All Other	19,687	23%	57%	1,459	18,227	21%	58%	85,228	63%
<b>SMALL</b>		<b>25,290</b>	<b>25%</b>	<b>74%</b>	<b>1,788</b>	<b>23,501</b>	<b>23%</b>	<b>75%</b>	<b>102,851</b>	<b>76%</b>
14"-24"	Flanged	1,890	34%	6%	362	1,528	28%	5%	5,532	4%
14"-24"	All Other	4,922	26%	14%	622	4,301	22%	14%	19,213	14%
<b>MEDIUM</b>		<b>6,812</b>	<b>28%</b>	<b>20%</b>	<b>984</b>	<b>5,828</b>	<b>24%</b>	<b>18%</b>	<b>24,745</b>	<b>18%</b>
> 24"	Flanged	517	42%	2%	12	505	41%	2%	1,219	1%
> 24"	All Other	1,706	29%	5%	21	1,684	29%	5%	5,792	4%
<b>LARGE</b>		<b>2,223</b>	<b>32%</b>	<b>6%</b>	<b>34</b>	<b>2,189</b>	<b>31%</b>	<b>7%</b>	<b>7,011</b>	<b>5%</b>
<b>TOTAL</b>		<b>34,325</b>	<b>25%</b>	<b>100%</b>	<b>2,806</b>	<b>31,519</b>	<b>23%</b>	<b>100%</b>	<b>134,607</b>	<b>100%</b>

		2007								
SIZE	TYPE	SIGMA			ACIPCO	SIGMA w/o ACIPCO			INDUSTRY	
		TONS	SMS	SIZE %	TONS	TONS	SMS	SIZE %	TONS	SIZE %
2"-12"	Flanged	5,846	37%	16%	375	5,471	34%	16%	15859	13%
2"-12"	All Other	20,713	27%	58%	838	19,875	26%	59%	76539	63%
<b>SMALL</b>		<b>26,558</b>	<b>29%</b>	<b>74%</b>	<b>1,213</b>	<b>25,345</b>	<b>27%</b>	<b>75%</b>	<b>92,398</b>	<b>76%</b>
14"-24"	Flanged	1,953	40%	5%	382	1,571	32%	5%	4875	4%
14"-24"	All Other	4,810	28%	13%	454	4,356	25%	13%	17327	14%
<b>MEDIUM</b>		<b>6,763</b>	<b>30%</b>	<b>19%</b>	<b>837</b>	<b>5,926</b>	<b>27%</b>	<b>17%</b>	<b>22,202</b>	<b>18%</b>
> 24"	Flanged	615	56%	2%	18	597	54%	2%	1095	1%
> 24"	All Other	2,052	38%	6%	55	1,997	37%	6%	5392	4%
<b>LARGE</b>		<b>2,666</b>	<b>41%</b>	<b>7%</b>	<b>73</b>	<b>2,594</b>	<b>40%</b>	<b>8%</b>	<b>6,487</b>	<b>5%</b>
<b>TOTAL</b>		<b>35,987</b>	<b>30%</b>	<b>100%</b>	<b>2,122</b>	<b>33,865</b>	<b>28%</b>	<b>100%</b>	<b>121,087</b>	<b>100%</b>

Yr-to-Yr %		
INDUSTRY	SIGMA	SIGMA
TOTAL	TOTAL	W/O ACIPCO
-10.0%	4.3%	3.7%
-10.2%	5.2%	9.0%
-10.2%	5.0%	7.8%
-11.9%	3.3%	2.8%
-9.8%	-2.3%	1.3%
-10.3%	-0.7%	1.7%
-10.2%	18.9%	18.3%
-6.9%	20.3%	18.6%
-7.5%	20.0%	18.5%
<b>-10.0%</b>	<b>4.8%</b>	<b>7.4%</b>

		PROJ 2008								Yr-to-Yr %			
SIZE	TYPE	SIGMA			ACIPCO	SIGMA w/o ACIPCO			INDUSTRY		INDUSTRY	SIGMA	SIGMA
		TONS	SMS	SIZE %	TONS	TONS	SMS	SIZE %	TONS	SIZE %	TOTAL	TOTAL	W/O ACIPCO
2"-12"	Flanged	5,912	36%	15%	930	4,981	30%	15%	16,596	14%	4.6%	1.1%	-8.9%
2"-12"	All Other	23,035	32%	59%	3,958	19,077	26%	58%	73,032	60%	-4.6%	11.2%	-4.0%
<b>SMALL</b>		<b>28,947</b>	<b>32%</b>	<b>74%</b>	<b>4,888</b>	<b>24,059</b>	<b>27%</b>	<b>73%</b>	<b>89,629</b>	<b>74%</b>	-3.0%	9.0%	-5.1%
14"-24"	Flanged	2,213	38%	6%	564	1,649	28%	5%	5,804	5%	19.0%	13.3%	5.0%
14"-24"	All Other	5,272	29%	14%	370	4,902	27%	15%	18,261	15%	5.4%	9.6%	12.5%
<b>MEDIUM</b>		<b>7,485</b>	<b>31%</b>	<b>19%</b>	<b>934</b>	<b>6,551</b>	<b>27%</b>	<b>20%</b>	<b>24,064</b>	<b>20%</b>	8.4%	10.7%	10.5%
> 24"	Flanged	653	49%	2%	11	642	48%	2%	1,325	1%	21.0%	6.2%	7.5%
> 24"	All Other	1,843	31%	5%	44	1,799	30%	5%	5,986	5%	11.0%	-10.2%	-9.9%
<b>LARGE</b>		<b>2,496</b>	<b>34%</b>	<b>6%</b>	<b>56</b>	<b>2,440</b>	<b>33%</b>	<b>7%</b>	<b>7,311</b>	<b>6%</b>	12.7%	-6.4%	-5.9%
<b>TOTAL</b>		<b>38,928</b>	<b>32%</b>		<b>5,878</b>	<b>33,050</b>	<b>27%</b>		<b>121,004</b>		<b>-0.1%</b>	<b>8.2%</b>	<b>-2.4%</b>

**NOTES:**

- OEM sales to ACIPCO are included in SIGMA-Sales, but not sales to USP + Clow, as both USP and Clow/McWane are DIFRA members.
- In 07, while the industry declined about 10%, SIGMA's volume grew about 5% including ACIPCO and about 7.5% excluding ACIPCO
- The 08 sales are projected using MSR-408 @ 28%.
- The industry trend in 08 projects to a flat level over 07 -- with SIGMA incl ACIPCO growing about 8%, but losing about 2.5%, w/o ACIPCO
- The SIGMA MARKET SHARE (SMS%) seems to have risen by about 5 points in 07 over 06, without our Sales to ACIPCO -- from 23% to 28%
- The SIGMA market share seems to be slightly lower by about 1 point in 08 so far, as compared to 07, without sales to ACIPCO
- In addition to the 4 members -- Tyler + SIGMA + Star + USP -- the rest of the suppliers in the industry, such as Metalfit + SIP +NAPAC + ACIPCO (in addition to our Sales to them) may account for an additional about 9,000 to 10,000 tons or about 8% to 9% of the total market

# CX 1098

**From:** Bob Leggett [bleggett@muellerwp.com]  
**Sent:** Wednesday, July 01, 2009 11:37:32 AM  
**To:** VP (Victor Pais-CRM)  
**Subject:** AWWA Follow Up

Hi Victor,

So enjoyed meeting you and our discussion at AWWA. I understand that your team is working with Robert Holcombe regarding domestic fittings production for Sigma at Albertville, and we are also going to evaluate some parts for production at our Columbia, PA foundry. I hope we will talk again before you make your final decision for a source.

I would also like to get my team involved with the right folks to discuss your proposal to be a US agent for our adjustable manhole covers made in St. Jerome. Who should we start the discussion with? I think it is worth exploring.

I also wanted to follow up with James, your chairman. If you recall he did not have a business card when we met. I was very interested in his experience at Elster and a number of folks he might be able to connect me with, especially his former US president now at Accenture. Could you please forward his contact info at your earliest convenience.

Again it was a pleasure to meet such a well know industry figure : )

Kind Regards,

Bob L.

Robert G. Leggett  
Chief Operating Officer  
**Mueller Water Products, Inc.**  
**1200 Abernathy Road, N.E.**  
**Suite 1200**  
**Atlanta, GA 30328**  
Phone (770) 206-4222  
Mobile (717) 314-3879  
Fax (770) 206-4260  
[www.muellerWP.com](http://www.muellerWP.com)

This e-mail message is confidential and intended only for the above named recipient(s). It may contain information that is privileged or exempt from disclosure under applicable law. If you have received this message in error or are not the above named recipient(s) please immediately notify the sender at the number listed above and delete this e-mail message from your computer.

SIG - 0034946  
Confidential  
FOIA Exempt

CX 1098-001

**CX 1113**

**From:** G. Ruffner Page, Jr. [RPage@mcwane.com]  
**Sent:** Friday, January 04, 2008 04:29:04 PM  
**To:** VP (Victor Pais - CRM)  
**Cc:** twalton@mh-valve.com; rtatman@tylerpipe.com  
**Subject:** RE: Victor to Ruffner : Response to your feedback -- a strategic opportunity...

Victor,

It has occurred to me that with China costs rising and us having excess time available on our DISAS around the plants, we could supply you with small compact fittings at a competitive price. Let me know your thoughts. Rick Tatman would be the appropriate point of contact if you or your folks have any interest in discussing.

R

---

**From:** VP (Victor Pais - CRM) [mailto:vp@sigmaco.com]  
**Sent:** Friday, December 14, 2007 12:31 PM  
**To:** G. Ruffner Page, Jr.  
**Cc:** James M. Proctor  
**Subject:** Victor to Ruffner : Response to your feedback -- a strategic opportunity...

**Σ SIGMA**  
**Choice...**

*Your Fitting*

---

December 14, 2007

To: Mr. Ruffner Page – McWane

Ruffner,

***Re :A Global Opportunity for McWane...***

Thank you for your quick response to my request for a meeting. I am relieved to find that you are not peeved with me!

As per your suggestion, I am glad to present the following thoughts which point to a great opportunity for McWane.

As you are aware, because of our global relationships, we have been fortunate to have developed a few trusting relationships with industry leaders in China and India and some of them are manufacturers of DI Pipe in where SIGMA has found no strategic interest to engage in the business as we are committed to focus on more value added and service oriented products suitable for a medium size business like ours. I had gathered from my previous conversation with you that you are indeed interested in exploring opportunities in the Water Works industry in the global market and had in fact pursued some opportunities yourself.

SIG - 0052897  
 Confidential  
 FOIA Exempt

CX 1113-001

At this point, I would like to interest you with an opportunity to take an early entry position to benefit from the sizable boom in infrastructure in certain emerging markets such as India and the Middle East but more specifically UAE and Saudi Arabia. The ME market deserves particular attention as there seems to be strategic commitment to channel their windfall in oil revenue into building a broad based infrastructure to support a diverse local manufacturing and service sector and provide long term job creation to the local population most of who are currently supported by government benefits. Our beloved waterworks and related industries thus have an immediate and sizable potential.

While there is some production of DI pipe in the Middle East market, most is imported from China and India and I think there is a strong opportunity for a successful joint venture that can combine McWane's strong position as a manufacturer of a full range of products with SIGMA's international marketing in Water Works and other products and our close relationship with DI pipe manufacturers in India. We also know one large manufacturing/trading group in Dubai who is a well connected and resourceful company and is keen to partner with proven Western manufacturers for a J/V to set up local manufacturing operation for DI Pipe and other Waterworks products including even processing plant. While manufacturers from India and China are exporting heavily to the ME markets, there is a strong preference for a Western brand specially with some local content. I believe we can jointly capitalize on this opportunity to create a new brand for the Waterworks products, leveraging our respective synergies and expertise.

Apart from this investment opportunity being sound on its own merit, this proactive initiative will also give McWane an active global presence and an opportunity to develop closer relationships with other global manufacturers. We are willing to commit our 25 years of expertise in these areas, cultivating personal relationships and credibility based on trust and our commitment to professional norms, to bring tangible and intangible benefits to the proposed joint venture.

As I will be making a visit to India in early January – both for personal and business reasons, I am eager to meet with you to discuss this opportunity in greater detail in person. This is why I requested the meeting and I hope you will have a real interest in this opportunity and personally I encourage you to consider it, even as I am aware that you are involved in a major restructuring of your own operations in the USA.

Since next week is about the only opportunity we have before the holidays, I would like an opportunity to meet with you with other key senior McWane personnel, Tuesday 12/18/07 or Wednesday 12/19/07. While I can continue this dialog with others like Mike Keel later, I feel it is important to start with a discussion with you.

Looking forward to seeing you next week.

Best Regards

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

SIG - 0052898  
Confidential  
FOIA Exempt

CX 1113-002

**CX 1117**

**From:** Rick Tatman [RTatman@TylerPipe.com]  
**Sent:** Friday, February 01, 2008 09:05:51 AM  
**To:** VP (Victor Pais - CRM)  
**Cc:** rpage@mcwane.com; 'Leon McCullough'; 'Thomas Walton'  
**Subject:** 3"-8" DIWF from Tyler/Union

Victor,

For your consideration I'd like to propose providing Sigma with 3" – 8" Ductile Iron Waterworks fittings @ \$1,220 per ton FOB Anniston, AL. Terms would be 30 days net with no discounts allowed.

As some tooling modifications are required to incorporate the Sigma branding, we'd limit the availability to the top 12-20 items and require a substantial minimum volume commitment.

There are probably other commercial or legal issues I'd need to check on prior to being able to make a firm commitment. Before going through that exercise, I'd like to receive your feedback on the conditions above as well as the volume commitment Sigma would be comfortable committing to.

Regards,

*Richard (Rick) Tatman*

VP & GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-2440

**CX 1122**

**From:** Dan McCutcheon [danm@starpipelineproducts.com]  
**Sent:** Tuesday, February 19, 2008 05:52:00 AM  
**To:** VP (Victor Pais - CRM)  
**Cc:** Dan McCutcheon  
**Subject:** Nit Noi Thai Restaurant & Nit Noi Cafe

[http://www.nitnoithai.com/woodway\\_location.php](http://www.nitnoithai.com/woodway_location.php)

how about Nit Noi on Woodway @ 12:30? it is close to where you are staying. the map is on the attachment. I will need to leave by 2:30.

SIG - 0053608  
Confidential  
FOIA Exempt

CX 1122-001

**CX 1124**

**From:** Mitchell Rona  
**Sent:** Tuesday, March 11, 2008 08:16:03 AM  
**To:** SB1 (Siddharth Bhattacharji-CRM); VP (Victor Pais - CRM)  
**Cc:** 'GR1 (Gopi Ramanathan-CRM)'; 'SS1'; CS1 (Craig Schapiro - CRM); SB2 (Stuart Box - CRM)  
**Subject:** RE: sb1 to mr1+ss1: : 3"-8" DIWF from Tyler/Union

Siddharth,

Let's put together our 200 ST mix and then I will work with them to make the plan.

As long we do what we say I think they will begin the process with us.

Sean ----> please prepare

Thanks,

Mitchell

---

**From:** SB1 (Siddharth Bhattacharji-CRM)  
**Sent:** Tuesday, March 11, 2008 12:32 AM  
**To:** Mitchell Rona; VP (Victor Pais - CRM)  
**Cc:** 'GR1 (Gopi Ramanathan-CRM)'; 'SS1'; CS1 (Craig Schapiro - CRM); SB2 (Stuart Box - CRM)  
**Subject:** sb1 to mr1+ss1: : 3"-8" DIWF from Tyler/Union

ATT: MR1                    3/11

You can assure that SIGMA will not and cannot sell a domestic line with a limited ptrn range. We will not be making any distinction between ftgs made in Tyler/Union and elsewhere. Since the ftgs will carry the SIGMA logo, there is no question of we pretending to be domestic.

SS1 – please see what is our total usage of these 15 items. I doubt we can make 200MT with just 15 items since we have to still give some tonnage to our existing suppliers.  
Can we if we can reach this tonnage including some more tees like 8x6, 8x8 , 890, etc.?

Rgds/

Siddharth

---

**From:** Mitchell Rona  
**Sent:** Monday, March 10, 2008 10:55 PM  
**To:** VP (Victor Pais - CRM)  
**Cc:** SB1 (Siddharth Bhattacharji-CRM); GR1 (Gopi Ramanathan-CRM); SS1; CS1 (Craig Schapiro - CRM); SB2 (Stuart Box - CRM)  
**Subject:** FW: 3"-8" DIWF from Tyler/Union

Guys,

Please read below from Rick.

He had indicated that he wanted to limit the # of items they supply us in his first email. He has now provided a list (below) but says it is not firm.

He clearly stated they don't want us to have a complete domestic range so we could quote domestic jobs.

I told him we have no interest at this time to sell against Tyler in the domestic market. I said I'm sure we could assure Tyler of that fact.

He said if they found different they would stop selling us.

He said he hears that some of the new prices in the market are being compromised with deals. He hopes the market will improve and hopes do our part.

I gave him the \$0.55 max number for glands. He said he would review and try and give us \$0.54 to \$0.55.

He felt the export incentive would not be reduced considering the steep increases in raw materials and currency appreciation.

He said A-1 should be very concerned about not be environmentally compliant and that after this Olympics this could quickly become an issue.

Let me know if this range or the limited range can generate the 200 tons and that is the road we want to go.

He also said that scrap is up and that he would qualify his fittings and gland quote.

Let me know.

Thanks,

Mitchell

---

**From:** Rick Tatman [mailto:rtatman@tylerunion.com]  
**Sent:** Monday, March 10, 2008 2:47 PM  
**To:** Mitchell Rona  
**Subject:** FW: 3"-8" DIWF from Tyler/Union

Mitchell,

Looks like I never actually provided the item list. Below is what we were considering internally.

On fittings we'd need at least 200 tons per month of volume in order for this to make sense logistically.

Glands are a somewhat easier change over process to run your Brand so the monthly volume hurdle on Glands would 100 tons.

8" Pattern Combinations	6" MJ Pattern Combinations	4" MJ Pattern Combinations
8" 45 MJ Cpt	6" MJ Tee Cpt	4" MJ Tee Cpt
8" 22 1/2 MJ Cpt	6" MJ x Swl Tee Cpt	4" MJ 1/4 Bd Cpt
8" 11 1/4 MJ Cpt	6x4" MJ Tee Cpt	4" MJ 45 Bd Cpt
	6" MJ 90 Bd Cpt	4" MJ 22 1/2 Bd Cpt
	6" MJ 45 Bd Cpt	4" MJ 11 1/4 Bd Cpt
	6" MJ 22 1/2" Bd Cpt	
	6" MJ 11 1/4 Bd Cpt	

*Richard (Rick) Tatman*

VP&GM Tyler/Union  
 McWane Waterworks Fittings Division  
 (903) 882-240  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)

---

**From:** Rick Tatman [mailto:RTatman@TylerPipe.com]  
**Sent:** Friday, February 01, 2008 8:06 AM  
**To:** 'vp@sigmaco.com'  
**Cc:** ' (rpage@mcwane.com)'; 'Leon McCullough (lmccullough@clowvalve.com)'; 'Thomas Walton (twalton@MH-Valve.com)'  
**Subject:** 3"-8" DIWF from Tyler/Union

Victor,

For your consideration I'd like to propose providing Sigma with 3" – 8" Ductile Iron Waterworks fittings @ \$1,220 per ton FOB Anniston, AL. Terms would be 30 days net with no discounts allowed.

As some tooling modifications are required to incorporate the Sigma branding, we'd limit the availability to the top 12-20 items and require a substantial minimum volume commitment.

There are probably other commercial or legal issues I'd need to check on prior to being able to make a firm commitment. Before going through that exercise, I'd like to receive your feedback on the conditions above as well as the volume commitment Sigma would be comfortable committing to.

Regards,

*Richard (Rick) Tatman*

VP & GM Tyler/Union  
 McWane Waterworks Fittings Division  
 (903) 882-2440

No virus found in this outgoing message.

Checked by AVG Free Edition.

Version: 7.5.516 / Virus Database: 269.19.17/1253 - Release Date: 1/31/2008 9:09 AM

SIG - 0054528  
Confidential  
FOIA Exempt

CX 1124-004

**CX 1137**

**From:** VP (Victor Pais - CRM)  
**Sent:** Friday, April 11, 2008 11:55:38 AM  
**To:** M20  
**Subject:** VP to Dick : Resp to your inputs on our Pricing Strategy...

Dick,

Thanks for your 'QRR'. Participation in a dialog, especially in one as important as this one, is always not only welcome but necessary!

Your inputs + queries are NOT rambling. They are all valid and I expected many of them, but I thought it's best to present the Plan and then review the responses and comments.

Some of my responses are next to your queries :

-----Original Message-----

**From:** DW2 (Dick Williams - ALX) [<mailto:dw2@sigmaco.com>]

**Sent:** Friday, April 11, 2008 10:44 AM

**To:** VP (Victor Pais - CRM); M20

**Subject:** RE: VP to LR +TB + RMs: Our pricing strategy for FTGs

Victor,

While I applaud the idea of PW pricing being the same as standard out of stock pricing, I am skeptical that it will fly. Our PW pricing in recent years has been to match competitive numbers rather than give these lower multipliers out of the shoot. Unfortunately, we are the tail rather than the dog when quoting these jobs. That being said, if Star and McWane follow suit, it will be a great move. I simply don't think they will. We seem to always think McWane quotes the same pricing as their map, but I can assure you that's not the case.

R--> Of course, our 'Single Track' pricing for PW included is based on both Star and McWane following this lead. We will NOT -- and can NOT -- do this unilaterally. Star will definitely be motivated to follow it as they too are well aware of the backlash from this short-sighted dual pricing, since McWane who never understand the rationale for lower pricing for PW/Jobs, but of course are forced to follow the Star/SIGMA norms. IF WE LEAD SINCERELY, THEY WILL ACCEPT! Of course, all will have to be realistic -- there will be some deviation especially from Star, but, SIGMA/McW may have to be patient and tolerant to a certain extent as long as we maintain our volume. I also hope

any 'special discount' given by Star would be in the form of a 'VR' which may be tied to a volume etc -- less visible and less harmful than a low upfront price!

ALL IN ALL, THE BENEFITS OF THESE SIGNIFICANT BOOST IN PRICING FOR ALL FTGS ARE TOO GREAT TO IGNORE OR BE SKEPTICAL ABOUT!

In addition, our friends at USP and ACIPCO, and possibly Fast Fab in the future will also have to follow OUR map. I don't care what OEM sells them at, but if we are to follow the map, they will as well or we will shove our direct distribution sales to our OEM customers. There is enough friction between the regions and OEM now, we don't need any more. I am also skeptical that will happen.

R--> If we set a clear NEW pricing landscape, ACIPCO.USP/FFAB can be persuaded to follow the market norms, as they are lesser of the evils compared to the Star/McW nexus. Our pricing to ACIPCO is NOT an issue as we charge them attractive pricing, based mostly on Multipliers (OF course, we do not supply them the 30-48"). USP if they sell only to contractors, as per their new restructuring (is it final? operational?) will have to know the 'market level' so they are in line with other Distributors/PW suppliers whom we service also. And FFAB, if they supply Distributors, will have to get a Master Distributor price, which can be simply our Distr multipliers less the VRs!

What kind of procedure do we need to have in effect when our sales people get wind of more competitive pricing and can receive the order if they match. If we don't put something in place, this will never work in-house, much less with our competition. Sometimes, we are our worse enemy.

R--> We need to develop a clear Guidelines and set up a central PW guidance unit led by you/TB working closely with the RMs. We have to make it work in the greater interest of SIGMA and even greater industry good!

As you are aware, these PW jobs sometimes take months between quote and order. If we follow standard multipliers, I don't believe the customers will ask us for a written quotation. How will we handle the jobs when a list price increase and or multiplier increase take effect in between quote and order if we don't do a written quotation?

R--> I missed mentioning it in the proposed customer letter -- we still need to maintain the formal Quoting procedure -- to confirm the availability + delivery + validity + escalation clause for dated orders etc.

I certainly am in favor of this move and would hope that all competition would follow suit. I never have seen it happen in the past, but it's worth a shot.

In reviewing McWane's Feb. '08 map, these new multipliers seem to be 6-7% higher. Does McWane have a new Blended Multiplier Map. If someone has one, would you please forward to me.

R--> Pl note that the proposed multipliers are 6-8 POINTS and not % higher than McW map. We do have McW blended map -- I or CS1 can send it to you.

If all competition will follow suit in this strategy, our next step should be to lower these outrageous rebates we are being forced to pay. Those are direct dollars that would go straight to the bottom line. If our competitors follow suit in this pricing strategy, why would they not follow suit in lowering rebates?

R--> All feel rotten about the high VRs -- but, again Star created the current mess by lowering them significantly to TDG for the 07 season based on likely some (intentional) misinformation about McW's VR to IIDS! Now, we are stuck for another year as it was a 3 year deal. Let's get the MULTIPLIERS up. Other moves will follow then...

I know I am rambling, but these are some of my initial thoughts.....

*Nice rambling...it's better to ramble now...rather than rumble when it's too late!*

Best regards,

Dick

*Victor Pais*  
**SIGMA Corp**  
609-758-0800 x 555  
609-529-2020 (cell)  
[vp@sigmaco.com](mailto:vp@sigmaco.com)

**CX 1138**

**From:** VP (Victor Pais - CRM)  
**Sent:** Friday, April 11, 2008 09:31:39 AM  
**To:** M20  
**Subject:** VP to LR +TB + RMs: Our pricing strategy for FTGs  
**Attachments:** SIGMA-MULTIPLIER MAP-508.pdf; CUSTOMER LETTER-PLANTWORK & JOB PRICING-41008.doc

Attn : M20

Keeping with our ongoing effort to boost our Prices and hence GMs as our AIC keep rising due to sharp overseas raw material increases, which have finally caught up with the domestic scrap costs too, please find the proposed MULTIPLIER MAP that LR and I discussed 4/8 when he visited CRM. Though we would have preferred a LIST PRICE increase, as it is generally deemed 'safer', we can also empathize with McWane's trepidation about that route when multiplier have slid last 2 years by almost 20% -- not to speak of VRs which have climbed about 20% too.

In the end, all we care about a NET increase in ASP/MT which will ensure our maintaining -- an even boosting -- our GMs despite the cost increases as we can benefit from Inventory profits as well, as we realized in 04.

Despite the gloomy assessment -- both about the market and competition -- we have a very strong opportunity to lead and be a catalyst in boosting the Multipliers to another level, in ONE SHOT! It's time BIG BOLD MOVES (BBM, baby!) and this M-Map aims at just that...

IN FACT, TB LEFT A MESSAGE -- WHICH I RECEIVED AFTER I HAD MADE THE MAP -- AS TO WHY NOT WE CONSIDER ONE NATIONAL MULTIPLIER @ 0.42? WE CAN CONSIDER IT TOO...ALTERNATELY WE CAN TRY 2 DISTINCT SEPARATE LEVELS 0.42 AND 0.48, THE LATTER IN A FEW VERY SPARSE AND SMALL MARKETS, LIKE THE NW STATES + PA.

It's definitely time for some 'BBM's and SIGMA will have to make them as our two competitors lack the imitative, credibility and leadership...

I also think our pricing strategy needs to be a 1-2 punch -- taking this opportunity to also correct the ill-fated 'dual' pricing approach for PW/JOBs. I have also drafted a letter -- which LR can abbreviate as he does so well -- and I think we should launch this 1-2 punch Monday 4/14 and make them effective 5/5/08. This ill-advised 'PW' pricing has been suspiciously perceived by McWane as a way to get around the Market pricing and they will continue to resist any price boosts as they have truly lost market share and they suffer from very high inventory levels and very uncertain future since they also have substantial manufacturing commitments. We need to earn their TRUST and CONFIDENCE in our plan to improve the industry. So, it will take a measure of DISCIPLINE and MATURITY on our part too. It's thru our gutsy example that we can

and must draw the other to our cause and make them follow in a new paradigm that has worked well in other products -- DIP, V&H, Couplings etc.

Please come forward with suggestions and any other comments -- please don't stay quiet and then nurse fears or uneasiness. What do we have to lose -- other than loss of GMs?

I will also follow up with a Vm, so we can move forward decisively...

Regards

*Victor Quis*

**SIGMA Corp**

609-758-0800 x 555

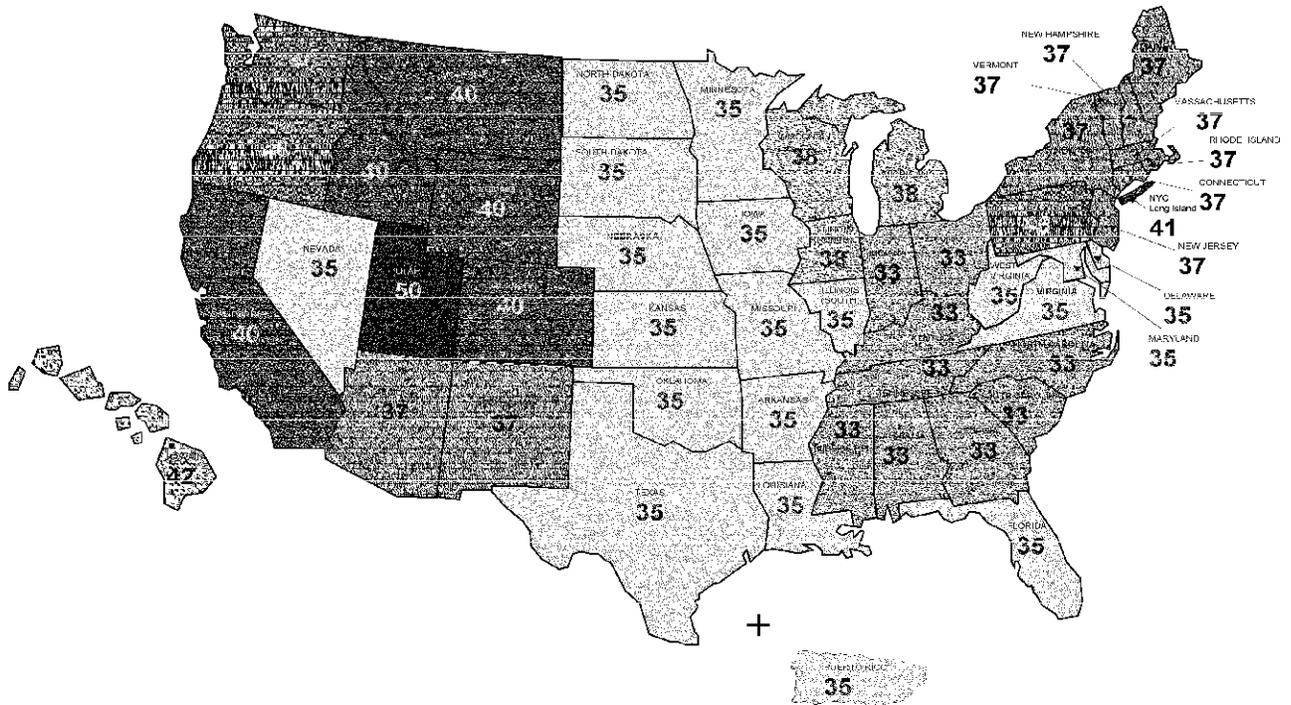
609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)



**AWWA Pipe Fittings**  
**National Multiplier Map – 508**  
Effective 5/5/2008

*The FITTING Choice!*



SIG - 0058002  
Confidential  
FOIA Exempt

**Σ SIGMA***Your Fitting Choice..*

---

April 10, 2008

*Dear Customer,*

We hope your business is going well despite the headwinds many of us are facing on account of the weakness in some sector of our Water and Sewer Construction industry.

At SIGMA, we too are trying to adjust to these challenges and even as we have to live with a weaker volume, we are facing severe challenges in our production costs, due to sharp rise in raw material costs in China and India, which have also impacted the domestic costs of the iron products, as scrap costs have jumped to unprecedented levels at astounding rates!

In response to these cost pressures, we wish to streamline our pricing strategy further by announcing that all future pricing for Plant Work or any other 'Special Jobs' will follow the prevailing pricing applicable for your routine purchases of AWWA Fittings, Accessories and Restraints, applicable to the respective markets at the time of quotations.

As you would recall, we had made a significant change in our pricing the Plant Work jobs by switching to a multiplier based pricing off the prevailing List Prices. However, we also had followed the market practice of treating and pricing these Plant Work or other Special Jobs different from the prevailing 'standard' multiplier for stock orders. While our intention was to keep our customers competitive in response to some of our competitors' aggressive pricing, we have also realized that this variation in pricing for the same products used by the same customers in same markets is detrimental to the industry as a whole and annoying to the customers who have had to spend much more time in this pricing exercise than necessary.

As increasingly many of the Water works Distributors today also participate in the Treatment Plant Work side of the business and as a significant part of our orders are shipped directly to the job site, we have concluded that it is time that we streamlined our pricing process, to eliminate the 'dual' pricing methods. In response to the sizable and frequent cost increases, our industry has streamlined the pricing of Fittings and Accessories thru a national 'multiplier' structure with some regional variations. So, it is only logical that we use the same List Price and Multiplier pricing for all Fittings, Accessories and Restraints as applicable for day-to-day stock purchases.

As such, we wish to inform our customers that starting May 5, 2008, all customer requests for quotations any Plant Work and Special Jobs will be processed using our prevailing national list price and our regional multiplier terms and we will cease to use any varying 'special' pricing. Items not appearing in our price list or custom configurations will be priced when you call us and will be subsequently added to our price lists. This will simplify our quoting and we can better focus on managing the supply chain and project management issues related to Plant Work and other jobs to continue to improve our response times and our delivery performance, to help you as the Distributor or job supplier even more.

Please be reassured that all the quotes that have already been confirmed as of May 2, 2008, will be honored as they have been quoted, but will be limited to the specific jobs, each identified with a job reference name and number.

As always, SIGMA is committed to help our industry get stronger and we stay committed to growing with a sense of responsibility and an increasing commitment to our customer, who in turn values reliable service, more each day. We take this opportunity to express our appreciation for your business all these years and we wish you continued success in your business for the rest of this year and beyond.

*Larry Rybacki*SIG - 0058003  
Confidential  
FOIA Exempt

CX 1138-004

**CX 1142**

**From:** VP (Victor Pais - CRM)  
**Sent:** Friday, February 08, 2008 06:12:07 PM  
**To:** SB1 (Siddharth Bhattacharji-CRM); Mitchell Rona; TB2 (Tom Brakefield - ALX); 'SS1 (Sean Salins-CRM)'; 'SH1 (Sunil Handa-CRM)'; 'GR1@sigmaco.com'  
**Cc:** 'Larry Rybacki'; SB2 (Stuart Box - CRM)  
**Subject:** VP to SB1 : QRR -- DG + FTG from Union

Attn : SB1

I am unaware of LR's comment attributed to RT about opposition in Tyler's camp about selling to SIGMA -- though it's still easily understandable. (remember how many of us felt about selling to Star!) This is where the PCA interest -- from Ruffner and Rick -- may be different from Sales interest...

Just some addl inputs :

1. Fulton will be ready very soon! Since ACIPCO has now received their internal go ahead, they want ASD started instantly and both SB2 + MR1 are doing cartwheels to please ACIPCO.
2. Fulton has sufficient whse space to house DGs and also pack. As of now, we may not plan keeping much non-ACIPCO in the ASD -- as it's really inside ACIPCO's own facility, large as it is.
3. I suspect -- from some comment from someone inside BF -- that the reason Joe priced TBs lower with the DGPs as compared to loose TBs alone is to make the captive TB bsns thru the DGPs more secure. As other TB suppliers are not in a position to offer DGPs, his plan made sense -- if not his service! Also, I think he found it was a good way to get the MOST of the of the labor, with the inevitable down time.
4. We still need to meet and have a clear POA and response to Tyler for the FTGs.

Rgds,

*Victor Pais*  
**SIGMA Corp**  
609-758-0800 x 555  
609-529-2020 (cell)  
[vp@sigmaco.com](mailto:vp@sigmaco.com)

---

**From:** SB1 (Siddharth Bhattacharji-CRM)  
**Sent:** Friday, February 08, 2008 5:07 PM  
**To:** VP (Victor Pais - CRM); Mitchell Rona; TB2 (Tom Brakefield - ALX); 'SS1 (Sean Salins-CRM)'; 'SH1 (Sunil Handa-CRM)'; 'GR1@sigmaco.com'

**Cc:** 'Larry Rybacki'; SB2 (Stuart Box - CRM)  
**Subject:** sb1 to vp: DG from Union

ATT: VP                      2/8

I missed the msg from Rick that you forwarded on 2/1. Since I did not know about his response, I was guided by LR's update of his conversation with Rick wherein he stated that "people inside Tyler were not too keen to supply us domestic fgs but RP felt he owed it to you ..."

As far as the DGP/MGP is concerned, using Fulton is a good idea. I would still work with BF and seek to bring improvement in their set up which I think is possible since our volume will get their attention. Till Fulton is off and running, we can use both sources. Instead of having dual inventory, will there be space in ASD to keep DG?

We must not forget that we have an in house expert in pkgd acc mgmt in KW1 who had a line working in ALX for years and can draw on his experience for the benefit of Fulton/BF. We also need to check the pricing from BF -- for some reason, their TB pricing inside a pkgd acc was quoted cheaper than the price of the loose TB.

Rgds/

Siddharth

---

**From:** VP (Victor Pais - CRM)  
**Sent:** Friday, February 08, 2008 10:21 AM  
**To:** SB1 (Siddharth Bhattacharji-CRM); Mitchell Rona; TB2 (Tom Brakefield - ALX); 'SS1 (Sean Salins-CRM)'; 'SH1 (Sunil Handa-CRM)'; 'GR1@sigmaco.com'  
**Cc:** 'Larry Rybacki'; SB2 (Stuart Box - CRM)  
**Subject:** VP to SB1 : Possible sourcing opportunities from Tyler -- FTGs + DG...

Attn : SB1

I am surprised by your reference to "Tyler not responding to our offer to consider buying domestic DM from Tyler with SIGMA label..." -- as we did get a specific price from Rick @ Tyler -- @ an attractive \$1220/ST, though for a small range of 3" - 8" -- and I had copied you all my quick response to Rick to acknowledge his offer!

Please check if you received it or not? I was planning to discuss about this opportunity so we have a specific POA and get back to Tyler with a more definitive response -- but, I have been busy finalizing PCA/RST and I didn't get a chance. Fol is my addl resp :

1. Tyler price is an interesting and revealing price -- which means their VARIABLE cost is still only 61 C/lb! It doesn't seem to have changed from the price they gave to USP 5 years back! This price @ about 65C/lb landed in our warehouse compares @ about 73C/lb from CMP/A1 and 66C/lb from RBE, India.

2. Of course, it is for an very limited 'AA' high volume items in the 4"-8" range -- but, I am sure the 12"/16" may be added at a still competitive price. We should definitely respond with at least a buy @ about 200 - 300 MT/month -- to reduce our AIC in addition to the important relationship (re)building opportunity!

3. I was going to suggest to you to consider Tyler/Union for DG too after you recently apprised me of our uncertainty and pricing problem with CMP/BH. In all my previous discussions with David/Ruffner, they have always stressed their 'super attractive cost' in their DISA made DGs and their huge capacity in their 2 DISA M/Cs -- so much they wouldn't consider sourcing DGs from A2 and wouldn't even consider outsourcing the special ACC-PACK for the MJ-FLOKS!

4. I expect they will be eager to supply DGs @ about 900/ST. I am not sure what our current cost from CMP/BH is.

5. As for DGPs, instead of trying to correct BF's poor operational efficiency, I suggest we consider packing DGPs ourselves at the nearby Fulton facility -- which will be newly 'acquired' by SIGMA-OEM, at a 'virtual' level -- w/o actual acquisition. Fulton team is extremely efficient and have managed several ACC-PACK operations for ACIPCO and GRIFFIN and now we will have additional 'capacity'. SB2 can easily dovetail this operation into his supervision of ASD-Plus.

Regards,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

vp@sigmaco.com

---

**From:** SB1 (Siddharth Bhattacharji-CRM)

**Sent:** Thursday, February 07, 2008 10:37 PM

**To:** VP (Victor Pais - CRM); Mitchell Rona; TB2 (Tom Brakefield - ALX); SS1 (Sean Salins-CRM);

SH1 (Sunil Handa-CRM); GR1@sigmaco.com

**Cc:** 'Larry Ryback'

**Subject:** sb1 to OEM5 plus: possible source of DG

ATT: OEM 5 + SS1+SH1 +GR1            2/7

Larry called me today to tell me that he had recd a call from Rick Tatman, GM of Tyler. He was responding to a e-mail from VP offering to buy DM made domestically by Tyler/Union. Though they have not decided on that yet, they are keen to supply us DG.

This is very welcome news since we have a looming problem in developing a good quality DG supplier now that the pig prices in China (and even India) makes a price from a good fdy

uncompetitive. We could always source from no-name fdys in China and India to bring in a very competitively priced DG or DGP, but the risks of quality problems is very high.

Therefore the approach frm Tyler is most welcome.

This is what I propose:

aa. MR1 to call Rick and tell him we have a choice of buying their design with our name +their UL # on it and if we do that we need a dwg of their DG so that it can be cleared by our EPQ. Otherwise, we can supply our dwg and they have to make patterns to our print and we have to go through the SAP process, etc. This can be handled by EPQ with help from SB2.

bb. SB2 can work up likely cost of Union Disa produced DG so we can make an offer (or counter offer) based on US production costs and not China purchase price since the latter is higher.

cc. SH1 to split his NTB of DG for balance of 2008 by subtracting what we will order -5 and -6 from China. From the remaining qty, we can give a good initial order to Tyler.

dd. The real benefit from the Tyler supplied DG is not in loose DG sales but in DGP pricing. Unfortunately we are stuck with Birmingham Fasteners to make the packs domestically. I say "stuck" because of their shoddy service. BF is very competitive with their TB – around 3 to 5% cheaper than China on the popular TB35/TB40 /TB45 sizes. To make the best use of the Tyler opportunity, we have to take more control on the BF packaging operations. The nice thing now is that the DG will be produced close to Birmingham, the TB in Birmingham and the MG is not a problem. Freight costs will be minimized. The challenge will be organize the packaging activity in BF to our standards. If the DG is a go, I will make a visit to BF along with SB2 and we will work out in detail how BF will handle the work and where our local Birmingham crew can keep a supply chain eye on BF – something we never did earlier. But the opportunity now and the enhanced infrastructure we are putting in Birmingham allows us this control.

ee. MR1>> After you have made initial contact with Rick, please direct him to me. I will finalize the pricing and the purchase plan and then we will have EPQ/SB2 to do the SAP, etc.

Rgds/

Siddharth

**CX 1145**

**From:** VP (Victor Pais - CRM)  
**Sent:** Thursday, January 24, 2008 10:39:08 AM  
**To:** m20@sigmaco.com  
**Subject:** VP to RMs : MULTIPLIER REVIEW  
**Attachments:** MULTIPLIER REVIFW-BY TFERRY-1207-12408.xls

Attn : RMs      CC : M20

Now that TYLER has started publishing their planned 'MULTIPLIER MAP' by each state, SB1 and I were concerned about if the new multipliers would in fact present a real improvement over SIGMA's actual current MULT levels. To do so in a rational manner, Raju first analyzed all the FTG sales in 12/07 for each territory and identified all sales at each MULT levels to see the spread and also compute the WEIGHTED AVG MULT for each our territories. The attached spreadsheet provides valuable insights as to where our selling prices are -- most @ very, very low multipliers!

I have also posted whatever NEW multipliers announced by Tyler and known as of to-date (as per CS1's separate msg of today).

When we compare 'apples to apples', the Tyler's NEW multipliers do NOT provide much of an improvement in many Territories -- with reasonable improvement in just CA, IA, LA, MA, IL, WV, NC and parts of TX, but, only marginal or no improvement in many territories like OH, AR, and FL, and even a lowering in some like MD and ID. It's likely that Tyler did wish to make a definite effort to improve the multiplier levels -- but, may have based their choices for the NEW multipliers on the actual documented competitive pricing that they are known to procure proof for, from the customers. Unfortunately, the illogical pricing approach used by Star -- and hence SIGMA -- for 'Plant quotes' with lower 'special' multipliers may have biased Tyler's decisions in pegging the NEW multipliers at where they are. Though Tyler is beginning to pay attention to PW jobs too, they just don't understand why PW jobs need to be given LOWER pricing -- when in fact, for Soil Pipe, Tyler and CP are known to offer HIGHER prices, since they feel the Distributors don't commit their resources to stock and usually order direct job-site shipments!

**I HAVE URGED LARRY TO INITIATE A NEW COMMITTED AND SERIOUS EFFORT TO NORMALIZE ALL PRICING FOR FITTINGS -- AT SAME LEVELS -- PW AS WELL AS OTHER ORDERS, TO ELIMINATE THE CONFUSION WE ARE CREATING WITH CUSTOMERS AND COMPETITORS, LEADING TO LOWER OVERALL PRICING LEVELS!**

Though Tyler's NEW multipliers are discouraging, this is both a lesson and an opportunity fro SIGMA and Star to develop a patient and disciplined Marketing approach and demonstrate to Tyler that we are capable of being part of a stable and profitability conscious industry. This is the 'leadership capital' we created when we

acquired PCI and reduced the supply base to just 3 -- but, so far, we have NOT been astute enough to derive any returns from this capital!

Let's ***get-it-done*** in 08...

Best regards,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

**THIS DOCUMENT IS  
PRODUCED IN NATIVE**

Multiplier Analysis - Dec07 - ALX

Salesman	Territory	Below 18	18	19	20	21	22	23	24	25	26	27	28	29	30	Above 30	Grand Total	Wtd. AVG Territory Multiplier	TYL's NEW MULT as of 1/24	
BS	AL-BS	\$345	\$273	\$24,364	\$17,840	\$1,404	\$30,182	\$11,888	\$82,240	\$15,682	\$341	\$1,013	\$3,048	\$188,619					0.227	
		0%	0%	1.3%	9%	1%	16%	6%	44%	8%	0%	1%	2%	100%						
	GA-BS	\$8,412	\$682	\$2,967	\$23,507	-\$3,217	\$47,870	\$16,445	\$32,926	\$379	\$6,732	\$6,943	\$1,243	\$5,177	\$150,547				0.225	
		6%	0%	2%	16%	-2%	32%	11%	22%	0%	4%	5%	1%	3%	100%					
HB	TN-BS		\$273		-\$4,704		\$8,267	\$27	\$9,723	\$1,747	\$850			\$1,735	\$1,083	\$692	\$19,691		0.251	
			1%		-24%		42%	0%	49%	9%	4%			9%	5%	4%	100%			
	TN-W			\$388	\$48	\$155		\$1,631	\$12,648		\$301			\$2,654		\$5,861	\$23,686		0.269	
				2%		0%	1%	7%	53%		1%			11%		25%	100%			
HSE	MS-HB		\$94		\$48	\$1,290	\$4,061	\$485	\$7,070		\$18,476	\$186			\$1,592	\$6,234	\$39,535		0.230	
			0%	0%	0%	3%	10%	1%	18%		47%	0%			4%	16%	100%			
	PH-FL				\$97		\$1,075	\$725	\$7,913	\$4,624	\$1,973				\$3,512	\$327	\$20,803		0.248	
						0%	5%	3%	38%	22%	9%				17%	2%	100%			
HSE	FL-HSE		\$558		\$145	\$1,290	\$5,136	\$1,210	\$14,983	\$4,624	\$20,449	\$186			\$5,103	\$6,560	\$60,338		0.260	
			1%	0%	0%	2%	9%	2%	25%	8%	34%	0%			8%	11%	100%			
											\$14,604	\$426					\$15,031		0.260	
											97%	3%								
HSE	HSE-ALX		\$167	\$3,500	\$1,312	\$17,410	\$12,479	\$3,623	\$6,694	\$31,510	\$80				\$92	\$16,769	\$191,673		0.146	
			0%	2%	1%	8%	21%	6%	11%	52%	0%				0%	9%	100%			
HSE	HSE		\$167	\$3,500	\$1,312	\$17,410	\$12,479	\$3,623	\$6,694	\$31,510	\$80				\$92	\$16,769	\$206,704		0.150	
			0%	2%	1%	8%	21%	6%	11%	52%	0%				0%	9%	100%			
JM	FL-JM				\$47	\$736	\$12,479	\$3,623	\$6,694	\$31,510	\$280				\$122	\$4,643	\$60,134		0.250	
					0%	1%	21%	6%	11%	52%	0%				0%	8%	100%			
JM	JM		\$167	\$3,500	\$1,312	\$17,410	\$12,479	\$3,623	\$6,694	\$31,510	\$280				\$122	\$4,643	\$60,134		0.250	
			0%	2%	1%	8%	21%	6%	11%	52%	0%				0%	8%	100%			
KP	GA-KP		\$152						\$19,095	\$1,233	\$228	\$1,976					\$22,685		0.243	
			1%						84%	5%	1%	9%					100%			
KP	NC-KP		\$3,692	\$30,115	\$2,393	\$50,687	\$48,545	\$9,449	\$48,551	\$2,432	\$16,375	\$311			\$60	\$2,281	\$216,111		0.223	
		1%	2%	14%	1%	23%	22%	4%	22%	1%	7%	0%			0%	1%	100%			
KP	SC-KP		\$515		\$38,154		\$3,755	\$707	\$19,965	\$1,948	\$3,014	\$56			\$213	\$16,649	\$87,292		0.244	
		1%			44%		4%	1%	23%	2%	3%	0%			0%	19%	100%			
KP	KP		\$3,692	\$30,268	\$40,548	\$53,002	\$52,300	\$10,156	\$87,611	\$5,613	\$228	\$21,165	\$367		\$273	\$18,930	\$326,088		0.229	
		1%	9%	9%	12%	16%	16%	3%	27%	2%	0%	6%	0%		0%	6%	100%			
KS	FL-KS		\$15,065	\$4,849	\$6,466	\$60	\$4,929	\$2,669	\$14,678	\$165,140	\$6,402	\$705	\$145		\$4,141	\$3,502	\$28,751		0.242	
		7%	2%	2%	3%	0%	2%	1%	6%	72%	3%	0%	0%		2%	2%	100%			
KS	KS		\$15,065	\$4,849	\$6,466	\$60	\$4,929	\$2,669	\$14,678	\$165,140	\$6,402	\$705	\$145		\$4,141	\$3,502	\$28,751		0.242	
		7%	2%	2%	3%	0%	2%	1%	6%	72%	3%	0%	0%		2%	2%	100%			
KS	Total Sales		\$133,841	\$20,246	\$66,335	\$85,209	\$70,839	\$161,161	\$48,369	\$262,522	\$236,228	\$65,919	\$29,766	\$1,000	\$5,631	\$12,309	\$1,264,558		0.215	
		11%	2%	5%	7%	6%	13%	4%	21%	19%	5%	2%	0%		1%	5%	100%			

Multiplier Analysis - Dec07 - CHI

Salesman	Territory	Below 21	22	23	24	25	26	27	28	29	30	31	32	Above 32	Grand Total	Wtd.AVG Territory Multiplier	TYL's NEW MULT as of 1/24		
BA	KY		\$10,486 15%		\$32,011 47%	\$538 1%	\$5,550 8%		\$492 1%	\$2,907 4%	\$4,778 7%	\$2,574 4%	\$2,973 4%	\$5,899 9%	\$68,207 100%	0.258	0.25		
	OH-BA	\$608 1%	\$30,619 35%	\$18,379 21%	\$28,435 33%		\$1,676 2%	\$819 1%	-\$330 -0%	\$1,037 1%	\$1,032 1%	\$3,900 4%		\$1,032 1%	\$87,207 100%			0.256	0.25
	WV				\$10,960 100%										\$10,960 100%				
BA Sales		\$608 0%	\$41,106 25%	\$18,379 11%	\$71,405 43%	\$538 0%	\$7,226 4%	\$819 0%	\$162 0%	\$3,943 2%	\$5,810 3%	\$6,474 4%	\$2,973 2%	\$6,932 4%	\$166,374 100%	0.245	0.25		
BA % Total Sales		\$1,553 3%	-\$11,187 -21%	\$1,439 3%	\$15,165 29%	\$24,981 48%	\$8,177 16%	\$3,134 6%	\$5,521 11%	\$395 1%	\$2,726 5%	\$50 0%	\$50 0%	\$216 0%	\$52,169 100%			0.262	0.25
CK2	OH-CK2	\$276 2%	\$4,120 24%		\$8,369 48%	\$5,116 29%					-\$522 -3%				\$17,359 100%	0.235			
CK2 Sales		\$1,828 3%	-\$7,067 -10%	\$1,499 2%	\$23,534 34%	\$30,097 43%	\$8,177 12%	\$3,134 5%	\$5,521 8%	\$395 1%	\$2,204 3%	\$50 0%	\$50 0%	\$216 0%	\$69,528 100%			0.254	
CK2 % Total Sales	S,IL					\$4,429 83%	-\$939 -18%	\$4,362 82%	-\$2,889 -54%					\$460 9%	\$5,335 100%	0.253	0.32		
JD	IL	\$916 1%			\$228 0%	\$34,958 25%	\$16,418 12%	\$143 0%	\$25,491 18%	\$5,413 4%	\$1,212 1%	\$708 1%	\$36,707 26%	\$17,426 12%	\$139,620 100%			0.253	0.32
JD Sales	MI		\$2,189 6%	\$8,420 24%	\$8,239 24%		\$533 2%	\$3,788 11%	\$10,847 31%	\$542 2%					\$34,672 100%	0.304			
JD % Total Sales		\$916 1%	\$2,189 1%	\$8,420 5%	\$8,467 5%	\$34,958 20%	\$16,951 10%	\$3,931 2%	\$36,338 21%	\$5,955 3%	\$1,325 1%	\$708 0%	\$36,707 21%	\$17,426 10%	\$174,292 100%			0.293	
JW	MIN				\$4,108 95%		\$2,336 5%								\$4,344 100%	0.240			
JW Sales	ND								-\$125 -14%		\$608 70%			\$388 45%	\$871 100%			0.367	
JW % Total Sales	WI		\$13,108 31%		\$476 1%		\$2,100 5%	\$5,990 14%			\$14,954 36%			\$5,019 12%	\$41,646 100%	0.272			
KL							\$2,336 5%	\$5,990 13%	-\$125 -0%		\$15,562 33%			\$5,408 12%	\$46,862 100%			0.270	
KL Sales																0.265			
KL % Total Sales																		0.265	
Total Sales		\$3,352 1%	\$36,228 8%	\$41,346 9%	\$107,991 23%	\$70,021 15%	\$33,751 7%	\$18,236 4%	\$39,007 8%	\$10,293 2%	\$24,812 5%	\$7,182 2%	\$39,730 9%	\$30,442 7%	\$462,391 100%	0.265			
Total % Total Sales																		0.265	

Multiplier Analysis - Dec07 - CRM

Salesman	Territory	Below 20	20-25	26	27	28	29	30	31	32	33	34 Above 34	Grand Total	Wtd. AVG Territory Multiplier	TYL's NEW MULT as of 1/24	
DL	MAR	\$-30 0%	-\$5,555 21%	-\$11,022 41%	\$115 0%	-\$6,664 25%		-\$486 2%	-\$1,144 4%	-\$745 3%	-\$1,978 7%	\$743 -3%	-\$26,767 100%	0.273		
	ONT		\$4,229 5%	\$20,584 26%	\$14,399 18%	\$380 0%	\$15,243 19%	\$1,109 1%	\$463 1%	\$5,279 7%		\$7,588 10%	\$8,902 11%	\$78,175 100%	0.293	
DL Sales		-\$30 -0%	-\$1,326 -3%	\$9,562 19%	\$14,514 28%	-\$6,284 -12%	\$15,243 30%	\$623 1%	-\$681 -1%	\$4,533 9%	-\$1,978 -4%	\$8,331 16%	\$51,409 100%	0.305		
	DL % Total Sales		\$482 1%		\$80 0%	\$700 1%	\$3,814 4%	\$16,482 18%	\$6,431 7%	\$16,622 19%	\$34,744 39%	\$1,575 2%	\$8,799 10%	\$89,730 100%	0.322	0.28
HB	MD															
	VA		\$8,555 6%	\$3,096 2%	\$595 0%	\$22,185 15%	\$1,733 1%	\$86,306 59%		\$12,638 9%		\$5,791 4%	\$4,264 3%	\$145,163 100%	0.298	
HB Sales			\$9,037 4%	\$3,096 1%	\$675 0%	\$22,885 10%	\$5,548 2%	\$102,788 44%	\$6,431 3%	\$29,261 12%	\$34,744 15%	\$7,365 3%	\$13,063 6%	\$234,892 100%	0.307	
	HB % Total Sales			\$535 3%		-\$231 -2%	\$883 4%			\$4,679 30%	\$1,270 8%	\$783 5%	\$7,812 51%	\$15,411 100%	0.355	
JB Sales	QUE															
	DE		\$195 1%	\$8,782 49%		\$108 1%	-\$286 -2%			-\$275 -2%	\$194 1%	\$8,992 50%	\$268 1%	\$17,978 100%	0.295	
JB % Total Sales																
	LI											\$19,627 100%	\$19,627 100%	0.412		
KF2	NJ		\$664 1%	\$1,283 3%		\$3,057 7%		\$3,369 7%	\$1,025 2%	\$22,952 50%		\$2,956 6%	\$10,397 23%	\$45,703 100%	0.327	
	NYC		\$157 0%		\$2,225 2%		\$5,441 4%	\$2,681 2%		\$10,825 9%	\$3,030 2%	\$11,222 9%	\$90,897 72%	\$126,479 100%	0.369	
KF2 Sales	NY-S		\$2,718 6%					\$3,164 7%		\$11,808 25%	\$16,373 34%	\$279 1%	\$47,980 100%	0.236		
		\$13,640 28%	\$3,734 1%	\$10,065 4%	\$2,225 1%	\$3,165 1%	\$5,155 2%	\$9,214 4%	\$1,025 0%	\$45,310 18%	\$19,597 8%	\$23,449 9%	\$121,189 47%	\$257,767 100%	0.324	
KF2 % Total Sales	NE		\$5,842 7%	\$10,440 13%	\$14,885 18%	\$842 1%		\$7,896 10%	\$940 1%	\$3,018 4%		\$2,015 2%	\$80,671 100%	0.197	0.31	
	NY-N		\$1,062 13%					\$3,218 40%			\$117 1%	\$3,714 46%	\$8,111 100%	0.314		
MR2 Sales	PA							\$11,113 13%	\$940 1%	\$3,018 3%	\$1,117 0%	\$5,728 6%	\$88,782 100%	0.204		
	TS							\$4,310 42%	\$4,310 42%	\$1,223 12%	\$1,890 19%	\$1,951 19%	\$10,200 100%	0.321		
TS Sales								\$4,310 42%		\$1,223 12%	\$1,890 19%	\$1,951 19%	\$10,200 100%	0.321		
	TS % Total Sales							\$4,310 42%		\$1,223 12%	\$1,890 19%	\$1,951 19%	\$10,200 100%	0.321		
Total Sales		\$48,404 7%	\$18,349 3%	\$33,696 5%	\$32,675 5%	\$20,807 3%	\$26,529 4%	\$128,047 19%	\$7,715 1%	\$88,024 13%	\$53,751 8%	\$41,818 6%	\$658,460 100%	0.294		
	Total % Total Sales															

Multiplier Analysis - Dec07 - HTN

Salesman	Territory	Below 18	18	19	20	21	22	23	24	25	26	27	28	29	30 Above 30	Grand Total	Wtd. AVG Territory Multiplier	TYL'S NEW MULT as of 1/24	
AR	HSE-HTN	\$47 2%										\$2,393 82%			\$473 16%	\$2,914 100%	0.278		
	PR	Sales	\$5,890	\$7,125	\$2,969	\$1,946						\$4,752	\$7,547	\$13,282	\$493	\$1,381	\$71,438	0.221	
		% Total Sales	8%	10%	4%	17%						7%	11%	19%	1%	2%	100%		
	SOB	Sales				\$393							\$631	\$6,580	\$7,503	\$81,017	\$112,563	0.362	
% Total Sales					0%	3%						0%	6%	7%	11%	100%			
GM1	TX-SE	\$5,937	\$7,125	\$2,969	\$11,946							\$10,470	\$19,862	\$7,996	\$82,871	\$186,915	0.290		
		3%	4%	2%	6%							3%	11%	4%	7%	44%	100%		
	Sales	\$8,042	\$239	\$2,827	\$30,748	\$4,238	\$28,195	\$9,273	\$24,698	\$3,790	\$5,467	\$1,704	\$26,002	\$1,008	\$1,704	\$153,323	0.237	0.28	
	% Total Sales	5%	0%	2%	20%	3%	18%	6%	16%	2%	4%	1%	2%	1%	1%	17%	100%		
TX-SW	Sales				\$18,458							\$2,086	\$6,303		\$2,096	\$115,507	0.248	0.28	
	% Total Sales				16%							2%	5%		2%	100%			
GM1 Sales	IA	\$8,042	\$6,375	\$239	\$2,827	\$19,174	\$30,748	\$12,090	\$51,645	\$32,937	\$53,782	\$5,876	\$11,770	\$1,008	\$3,801	\$28,516	\$268,830	0.242	
		3%	2%	0%	1%	7%	11%	1%	4%	19%	12%	20%	2%	4%	0%	1%	11%	100%	
	Sales				\$91							\$332	\$18		\$67	\$30,984	0.245	0.28	
	% Total Sales				1%							1%	0%		0%	3%	100%		
JD	KS	\$3,153	\$3,153		\$1,216	\$3,373	\$3,373	\$621	\$146	\$7,750	\$111				\$79	\$1,116	\$17,564	0.230	
		18%	18%		7%	19%		4%	1%	44%	1%				0%	6%	100%		
	Sales				\$3,600											\$947	\$30,984	0.245	
	% Total Sales				12%											3%	100%		
MC	NB	\$292	\$4,277				\$11,267								\$116	\$2,951	\$18,676	0.241	
		0%	4%				60%								1%	16%	2%	100%	
	Sales				\$4,277											\$320	\$18,676	0.241	
	% Total Sales				8%											2%	100%		
MC Sales	OK	\$292	\$5,725		\$1,216	\$3,373	\$11,357	\$1,011	\$146	\$40,803	\$7,376	\$332	\$18	\$116	\$3,096	\$2,382	\$80,105	0.240	
		0%	4%		2%	4%	14%	1%	0%	51%	9%	0%	0%	0%	4%	3%	100%		
	Sales				\$34,572										\$645	\$3,064	\$59,310	0.249	
	% Total Sales				58%										6%	6%	100%		
SM3	TX-N	\$4,277	\$4,277			\$1,169	\$123	-\$1,661	-\$785	\$1,962	\$1,156	\$7,361	\$31,544	\$4,257	\$7,049	\$53,451	0.277		
		8%	8%			2%	0%	-3%	-1%	4%	2%	14%	59%	2%	13%	100%			
	Sales															\$17,995	0.262		
	% Total Sales															9%	100%		
SM3 Sales	AR	\$604	\$4,277		\$1,216	\$3,373	\$11,357	\$1,011	\$146	\$40,803	\$7,376	\$332	\$18	\$116	\$3,096	\$2,382	\$80,105	0.262	
		0%	4%		2%	4%	14%	1%	0%	51%	9%	0%	0%	0%	4%	3%	100%		
	Sales																\$59,310	0.268	0.27
	% Total Sales																100%		
WA	LA	\$604	\$4,277		\$1,216	\$3,373	\$11,357	\$1,011	\$146	\$40,803	\$7,376	\$332	\$18	\$116	\$3,096	\$2,382	\$80,105	0.244	
		0%	4%		2%	4%	14%	1%	0%	51%	9%	0%	0%	0%	4%	3%	100%		
	Sales																\$53,451	0.244	
	% Total Sales																100%		
WA Sales	NM	\$604	\$4,277		\$1,216	\$3,373	\$11,357	\$1,011	\$146	\$40,803	\$7,376	\$332	\$18	\$116	\$3,096	\$2,382	\$80,105	0.249	
		0%	4%		2%	4%	14%	1%	0%	51%	9%	0%	0%	0%	4%	3%	100%		
	Sales																\$53,451	0.244	
	% Total Sales																100%		
WA Total Sales	Total Sales	\$14,876	\$24,395	\$13,089	\$7,013	\$24,014	\$132,687	\$19,610	\$92,630	\$109,494	\$94,039	\$25,087	\$70,095	\$14,696	\$44,531	\$134,360	\$820,616	0.255	
		2%	3%	2%	1%	3%	16%	2%	11%	11%	13%	3%	9%	2%	5%	16%	100%		
	Sales																\$85,831	0.249	
	% Total Sales																100%		

Multiplier Analysis - Dec07 - ONT

Salesman	Territory	Below 23	23	24	25	26	27	28	29	30	31	32	33	34	Above 34	Grand Total	Wtd. AVG Territory Multiplier	TYL's NEW MULT as of 1/24	
CK1	HI	Sales % Total Sales										\$1,555 15%		\$8,532 83%	\$221 2%	\$10,309 100%	0.337		
	HSE-CAN	Sales % Total Sales					\$5,352 34%								\$9,936 63%	\$15,726 100%		0.362	
	HSE-ONT	Sales % Total Sales										\$10,233 79%			\$2,773 21%	\$13,006 100%			0.342
	NV	Sales % Total Sales	\$25,183 18%		\$5,991 4%	\$1,004 1%	\$758 1%	\$611 0%	\$80,966 57%	\$8,731 6%	\$1,257 1%	\$16,261 11%	\$918 1%	\$141,679 100%	0.290				
CK1 Sales			\$25,183 14%	\$5,991 3%	\$1,004 1%	\$758 0%	\$611 0%	\$80,966 45%	\$8,731 5%	\$1,257 2%	\$16,261 14%	\$918 8%	\$141,679 100%	0.301					
	JS3	Sales % Total Sales				\$7,247 12%									\$4,139 7%	\$58,575 100%	0.312		
JS3 Sales			\$49 0%												\$2,099 98%	\$2,148 100%	0.466		
	UT	Sales % Total Sales													\$981 69%	\$1,413 100%		0.391	
WY																	0.317		
	AZ	Sales % Total Sales		\$5,534 2%	\$714 0%	-\$1,811 -1%	\$25,296 8%	\$1,658 1%	\$3,517 1%	\$20,428 7%	\$135,013 43%	\$4,059 1%	\$11,882 4%	\$313,186 100%	0.308				
JT	CA-S	Sales % Total Sales	\$43,544 9%	\$119,659 24%	-\$1,287 -0%	\$3,621 1%	\$17,818 4%	\$45,066 9%	-\$1,441 -0%	\$53,247 11%	\$12,529 3%	\$184,083 38%	\$4,458 1%	\$230 0%	\$9,401 2%	\$490,036 100%	0.271	0.33	
	W-Cda	Sales % Total Sales	\$33,605 4%	\$125,193 16%	-\$573 -0%	\$1,810 0%	\$43,114 5%	\$104,279 13%	\$2,076 0%	\$110,869 14%	\$32,956 4%	\$319,096 40%	\$8,517 1%	\$230 0%	\$21,283 3%	\$803,222 100%		0.285	
RM2			\$2,263 1%							\$348 0%		\$181 0%			\$259,231 99%	\$261,951 100%	0.465		
	CA-N	Sales % Total Sales	\$1,997 1%	\$15,349 5%	\$24,511 7%	\$24,605 7%	-\$770 -0%	\$8,261 2%	-\$130 -0%	\$38,025 11%	\$4,475 1%	\$146,198 44%	\$430 0%	\$430 0%	\$43,276 13%	\$334,794 100%		0.301	0.33
TC	W-NV	Sales % Total Sales							\$6,264 9%	\$17,202 25%	\$1,283 2%			\$44,938 64%	\$69,799 100%	0.326			
			\$1,997 0%	\$15,349 4%	\$24,511 6%	\$24,605 6%	-\$770 -0%	\$8,261 2%	\$6,134 7%	\$55,226 14%	\$5,759 1%	\$146,198 36%		\$45,368 11%	\$43,388 11%		\$404,593 100%	0.305	
WP2	ID	Sales % Total Sales													\$8,015 105%	\$7,664 100%	0.364		0.33
	MT	Sales % Total Sales													\$224 -23%	\$-959 100%		0.238	
OR																	0.396		
																		0.386	
WA																	0.389		
																		0.313	
WP2 Sales																			
WP2 % Total Sales																			
Total % Total Sales																			

G7 Multiplier Analysis - Dec'07

GROUP		Below 18	18-20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	Above 36	Grand Total
CONSOLIDATED	Sales % Total Sales	\$469 0%	\$6,780 5%	\$39,088 28%	\$535 0%	\$15,584 11%	\$10,324 7%	\$14,033 10%	\$23,327 17%	\$4,435 3%	\$17,998 13%		\$8,265 6%	\$184 0%	\$710 1%					-\$522 -0%	\$141,210 100%
EMCO	Sales % Total Sales	\$83,323 27%				\$144 0%		\$202 0%	-\$4,078 -1%	\$2,185 1%	\$652 0%	\$6,546 2%	\$1,227 0%		\$11,227 4%		\$9,432 3%	\$260 0%	\$50,796 17%	\$142,650 47%	\$304,566 100%
FERGUSON	Sales % Total Sales	\$1,563 0%	\$54,773 8%	\$35,045 5%	\$88,491 14%	\$66,536 10%	\$53,066 8%	\$102,327 16%	\$30,982 5%	\$17,586 3%	\$20,113 3%	\$10,179 2%	\$14,819 2%	\$47,642 7%	\$67,534 10%	\$4,973 1%	\$2,938 0%	\$1,977 0%	\$7,175 1%	\$20,730 3%	\$648,450 100%
HDS	Sales % Total Sales	\$4,530 0%	\$68,979 6%	\$60,492 5%	\$78,715 6%	\$9,867 1%	\$163,520 13%	\$120,768 10%	\$79,916 7%	\$57,960 5%	\$43,251 4%	\$93,600 8%	\$146,102 12%	\$28,394 2%	\$99,037 8%	\$7,190 1%	\$38,353 3%	\$10,141 1%		\$110,786 9%	\$1,221,602 100%
MAINLINE SUPPLY	Sales % Total Sales	\$16,497 8%	\$19,571 10%	\$46,948 23%	\$27,161 13%	\$7,318 4%	\$25,885 13%	\$6,196 3%	\$7,294 4%		\$199 0%									\$46,096 23%	\$203,164 100%
OEM	Sales % Total Sales						\$989 12%		\$761 9%	\$819 10%		\$1,334 16%								\$4,228 52%	\$8,130 100%
TDG	Sales % Total Sales		\$998 0%	\$263 0%	\$2,189 0%	\$25,351 5%	\$39,270 8%	\$64,254 13%	\$15,396 3%	\$8,245 2%	\$22,115 4%	\$4,212 1%	\$36,076 7%	\$72,533 14%	\$101,212 20%	\$11,164 2%	\$15,823 3%	\$11,962 2%	\$4,789 1%	\$67,941 13%	\$503,791 100%
WINWATER	Sales % Total Sales		\$9,537 11%			\$182 0%	\$9,243 10%	\$41,253 46%	\$2,169 2%	\$456 1%			\$8,576 10%		\$11,718 13%	\$3,369 4%				\$2,371 3%	\$88,873 100%
Others	Sales % Total Sales	\$241,321 12%	\$128,333 6%	\$32,055 2%	\$94,242 5%	\$22,508 1%	\$142,605 7%	\$63,939 3%	\$118,323 6%	\$73,914 4%	\$132,463 6%	\$57,725 3%	\$132,846 7%	\$65,041 3%	\$158,809 8%	\$166,602 8%	\$41,493 2%	\$5,170 0%	\$92,067 5%	\$273,753 13%	\$2,043,206 100%
Total Sales		\$347,703 7%	\$288,970 6%	\$213,890 4%	\$291,333 6%	\$147,489 3%	\$444,901 9%	\$412,971 8%	\$274,091 5%	\$165,600 3%	\$236,791 5%	\$173,596 3%	\$347,911 7%	\$213,794 4%	\$450,247 9%	\$193,298 4%	\$108,039 2%	\$29,509 1%	\$154,827 3%	\$668,034 13%	\$5,162,993 100%

**MULTIPLIERS BY TERRITORY - Dec'07**

Region	Territory	Multiplier	TYL's NEW	Region	Territory	Multiplier	TYL's NEW	Region	Territory	Multiplier	TYL's NEW
CRM	MAR	0.273		HTN	AR	0.268	0.27	ONT	AZ	0.308	
	DE	0.295			HSE-HTN	0.278			CA-N	0.301	0.33
	LI	0.412			IA	0.242	0.28		CA-S	0.271	0.33
	MD	0.322	0.28		KS	0.230			CO	0.312	
	NE	0.197	0.31		LA	0.241	0.27		HI	0.337	
	NJ	0.327			MO	0.245			HSE-CAN	0.362	
	NYC	0.369			NB	0.241			HSE-ONT	0.342	
	NY-N	0.314			NM	0.249			ID	0.364	0.33
	NY-S	0.236			OK	0.249			MT	0.238	
	ONT	0.293			PR	0.221			NV	0.290	
	PA	0.321			SOB	0.362			OR	0.396	
	QUE	0.355			TX-N	0.277	0.28		UT	0.466	
	VA	0.298			TX-SE	0.237	0.28		W.NV	0.326	
	<b>CRM Total</b>		<b>0.294</b>			TX-SW	0.248		0.28	WA	0.386
				<b>HTN Total</b>	<b>0.255</b>		W-Cda	0.465			
							WY	0.391			
				<b>ONT Total</b>	<b>0.313</b>						
CHI	IL	0.304	0.32	ALX	AL-BS	0.227		ALX			
	IN	0.262	0.25		FL-HSE	0.260	0.25				
	KY	0.258	0.25		FL-JM	0.250	0.25				
	MI	0.254			FL-KS	0.242	0.25				
	MN	0.240			GA-BS	0.225					
	ND	0.367			GA-KP	0.243					
	OH-BA	0.236	0.25		HSE-ALX	0.146					
	OH-CK2	0.235	0.25		MS-HB	0.267					
	S.IL	0.253	0.32		NC-KP	0.223					0.25
	WI	0.272			PH-FL	0.248					0.25
	WV	0.240	0.28		SC-KP	0.244					
					TN-BS	0.251					
	<b>CHI Total</b>		<b>0.265</b>			TN-W	0.269				
	<b>SIG 5 Multiplier</b>		<b>0.265</b>			<b>ALX Total</b>	<b>0.215</b>				

**CX 1149**

**From:** Mitchell Rona [mr1@sigmaco.com]  
**Sent:** Friday, August 22, 2008 12:23:01 AM  
**To:** OEM5  
**Subject:** MR to OEM5 Re: Short talk with Rick Tatman

Guys,

Rick was upset by the numbers in Florida and California based on what he has seen from us and Star.

He said the .26 and .30 respectively were available from us both without any second thought.

Just FYI

*Mitchell Rona*  
P- 800-999-2550 x235  
C- 609-915-1694

SIG - 0059439  
Confidential  
FOIA Exempt

CX 1149-001

**CX 1163**

**From:** VP (Victor Pais - CRM)  
**Sent:** Friday, August 15, 2008 01:42:30 AM  
**To:** BMITCH1UK@aol.com  
**Cc:** Tony Elliott - SAL; SB1 (Siddharth Bhattacharji-CRM)  
**Subject:** VP to BM : Dutco update...  
**Attachments:** Victor to Naga \_ Follow up with a promising J\_V opportunity....msg; XINDIA-  
 XXP-McWANE-STRATEGIC PLAN-80408.doc

Bill,

I apologize for not responding with updates and/or replies to your messages and queries. While I have always had a busy schedule due to both my nature of constant search for new opportunities and even just improvements of our systems and such, this year has been a highly 'dense' with many different challenges and priorities all hitting at same time. Much more attention is warranted for what once was 'routine' in Sales or Supply Chain, as both are under severe strain. That said, we are holding our own and even staying close to the Plan, while the whole industry is hurting some severely.

In any case, here is an update on Dutco :

1. I had invited Naga to AWWA primarily to introduce him to Induron, manufacturer of Protecto-401, a proprietary sewer lining product for DI Pipe, that has now become the AWWA standard as all other alternatives used previously by the 4 DI pipe producers ended up with frequent failures. P-401 is ceramic epoxy product with 'sphere' technology and due to this feature and the way it's developed and applied with a 40 mil lining, P-401 has stood the test of time and has had practically NO failure despite the unpredictable behavior of sewage lines and over 40 Million feet of DI pipe over the past over 20 years.

That's all I can say about it as it is quite technical and if you deem it to have any potential for EU/Eastern EU etc, you can pursue it as it can be quite a profitable niche. But, I am not sure if EU uses DIP for any sewer lines or just PVC? P-401 is good only in DIP...

Naga liked the special appeal of P-401 and even suggested a few additional applications like coating for the under the MH cover due to toxic vent gases and possibly in Large Valves. At my request, he did bring some UAE specs with him which are being studied by Induron. But, I have not heard back from Naga in over 2 months and of course, I too hadn't followed up, as I thought I would do so after he returned from his vacation.

While you can discuss his views on this product and follow up in any way you wish to, I need to do to anyway and I will do so in the next few days.

2. MCC : I had discussed the Carnation relationship with Naga and also wrote him a long background note, since I felt he needed to know more about them. They will not be 'as bad' as NIF -- but, I also didn't want Naga to end up with another mediocre supplier.

I had strongly suggested to Naga that while he can use them for the immediate needs, he should seriously consider setting up a JV with SCP/SIGMA and develop a new brand (SCP/SIGMA) to be promoted both thru Dutco's help and sell to others, as he himself had suggested. As you know, RFI (RBA's successor family unit) had offered us a duplicate range thru the SIGMA brand and SCP channel. But, we need Naga's blessing to go ahead. He seemed to be quite torn as to how to proceed.

I had offered to write to Naga about this plan, during Tony's visit to USA in May. But, I haven't. You can take it further.

3. You both may have seen some reference to a JV with McWane for DIP and other WW products in the ME market. As you know, I had developed a close relationship with McWane's CEO 4 years back and I stepped it up recently when I suggested that they look at India and ME as growth markets to partly make up the downturn in AWWA. If you are up for it -- since you have a long flight -- please review a confidential note I had written to Alex, our partner in India, as to the opportunities for DIP production in India and ME.

**BUT, BILL, PLEASE DO NOT MENTION ANY OF THESE INSIGHTS TO ANY ONE OUTSIDE SCP/SIGMA, AS THIS INDUSTRY IS EXTREMELY CLOSE EVEN AT A GLOBAL LEVEL AND IT CAN ONLY HURT OUR PLANS, ALL OF WHICH ARE IN THE NASCENT STAGE. PLEASE DO NOT EVEN MENTION TO TONY DEXTER, JINDAL ETC. (I HAVE ONLY BRIEFLY MENTIONED TO NAGA, AS I THOUGHT THERE MAY BE A ROLE FOR THEM.)**

While McWane are interested, they are proceeding very cautiously as they have neither any Global experience nor much appetite for green-field, long gestation time investments. They prefer acquisitive route where the returns are more predictable and hence quicker. But, as AWWA market looks to be even slower than previously thought for a comeback, McWane is surely open for Global opportunities and they are responding to my guidance, as they lack much experience themselves. They are open to work with SCP or Dutco etc.

But, McWane has had a McWane International unit for exports and now they have Tom McKinley, an experienced export person, who spent over 20 years with T & C before they disappeared. In fact, he is contacting the few regional successor units like TCG in UAE who are about \$300M in just Water & Sewer supply business.

4. I had discussed the Flanged Pipe project with Naga. He was interested -- but, more to set it up himself in UAE and then export to UK. My preference was to set it up in India or China for standard lengths and then have a finishing plant in UK and ME.

You can discuss it further.

That's all I can think of at this wee hour...

Have a safe and productive trip!

**PS : AGAIN, PLEASE DO NOT PASS ON ANY INFO FROM ME TO JINDAL, ESPECIALLY ABOUT XINDIA'S PLANS IN INDIA ETC!**

Best regards,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

---

**From:** BMITCH1UK@aol.com [mailto:BMITCH1UK@aol.com]

**Sent:** Tuesday, August 12, 2008 4:08 PM

**To:** VP (Victor Pais - CRM)

**Subject:** From BM to VP- URGENT Visit of Dutco by Tony and myself

Attn Victor

From Bill

12th August 2008

Tony and myself are visiting Naga on Saturday leaving Friday the 15th to see him on the 16th. I know you spent quite sometime with Naga at the AWWA but as yet I have not seen anything about what you discussed and what effect it will have on any co-operation for us working together. I know you are pretty busy but I would appreciate even some bullet points.

Very Best Regards

Bill

**From:** VP (Victor Pais - CRM)  
**Sent:** Thursday, May 08, 2008 11:34:18 PM  
**To:** 'nagarajan.cv@dutcotennant.com'  
**Cc:** TB2 (Tom Brakefield - ALX); SB1 (Siddharth Bhattacharji-CRM)  
**Subject:** Victor to Naga : Follow up with a promising J/V opportunity...

Dear Naga,

I hope all is well with you, your family and your business! It has really been a long time since we have been in contact -- so, I have a lot to catch up...

I have just returned home from a very productive and enlightening visit to Birmingham (the US version!) and I wanted to write to you at the earliest possible time to present you with a promising J/V opportunity...

It has to do with a small company called INDURON Coatings, a producer of special coatings and linings, both for Waterworks and Industrial applications. They have a long history of over 60 years in producing paints and coatings. Our involvement with them started with PROTECTO-401, which you may have heard about, as it is a very powerful and proven lining for DI pipe for sewer applications. While DIP with Cement lining can be used in some sewer lines, when the sewer gets highly acidic from the release of H<sub>2</sub>S, the C/L is not sufficient to prevent the corrosion, while Protecto-401, can. In USA, it has become the exclusive spec choice for sewer lining for DIP and has been endorsed by all the 4 DIP producers. It has performed very well in the USA/Canada for the past 25 years. It is produced with unique ceramic 'sphere' technology.

In addition to Protecto-401, Induron produces several other coatings for Water treatment plants, water tanks, reflective coatings (especially usable in the very hot ME markets) and can also produce any other custom coatings.

As it happens, SIGMA is in confidential discussion to acquire Induron and we are in the middle of the process. During our visit to prepare future strategic growth plans, we saw the potential in taking Induron/Protecto range to the now booming markets in ME and India, using our local relationships. I naturally thought of you for the ME market!

As it is late now -- and I am leaving for a long awaited vacation Friday morning -- I will provide you additional information later. But, you can check out their 2 websites -- under Induron and Protecto-401. I am sure you will be interested in marketing their products in the ME market and we can also discuss a J/V to produce these products thru you locally.

AS INDURON IS LOCATED IN BIRMINGHAM, WHICH IS JUST 3 HOURS AWAY FROM ATLANTA, WHERE THE AWWA CONVENTION WILL BE HELD NEXT MONTH, CAN I REQUEST YOU TO MAKE A QUICK VISIT TO THE AWWA, SO WE

CAN DISCUSS THIS OPPORTUNITY? WE WILL ALSO TAKE YOU TO VISIT  
INDURON AFTER THE AWWA.

I know this is short notice -- but, please do try and visit as this is a very promising opportunity. I also would like to discuss an option fro DI Manhole Castings from a proven source in India, who is already shipping about 500 - 600MT/mth to the 3-4 ME markets. But, they are willing to private label 'DUTCO', as we know them very closely. Pramod Neotia, our MCC Manager from India will be visiting AWWA too.

AS OUR DISCUSSIONS WITH INDURON ARE CONFIDENTIAL PENDING OUR COMPLETION OF THE TRANSACTION, PLEASE DO NOT MENTION ABOUT THESE PLANS TO ANY ONE INCLUDING BILL. OF COURSE, YOU CAN MENTION INDURON/PROTECTO --AND ALSO THE J/V PLANS, BUT, NOT OUR PLANS TO ACQUIRE THEM!

I will be in touch with my E-m. So, please respond at your earliest. I really hope you can make it to AWWA!

Best regards,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

**Σ SIGMA***Your Fitting Choice...*

---

August 4, 2008

To: **Alex PJ & Gopi***Re : A Strategic Master Plan*

Dear Alex and Gopi,

Alex, I hope all is well with you, your family and your work on various projects, such as SML, XINDIA etc. I know I have not been in touch with you directly for a while. Though we get some updates from GR, those too have been infrequent of late, as every one's plate is full and each is going about what needs to be done. But I think this is a good time to catch up. As it turns out, I have been working on *'the other side'* of our global picture of late, with XXP as the common factor, for reasons strategic to SIGMA's future itself.

The attached 2 recent messages that I had sent – one to PG/LMZ ahead of my China trip earlier this month and another to Mr. Ruffner Page, CEO of McWane, should give you certain clear insight as to some of the opportunities I thought to be feasible. So, I suggest you review them before going ahead with this update further.

*After my discussions with RP in USA and LMZ in China, I see there is real potential for a few BIG PLANS and so we need to come to a 'meeting of the minds' soon...*

I am aware that GR keeps you updated on any feedback and developments from US side on a precise and constant basis. Still, even at the cost of repetition, I would like to provide you some background, and my own insights to fill any gaps and at the very least, reiterate some important opportunities...

My motivation to consciously revive my relationship with RP is two-As you are aware, on the one hand, McWane is a primary competitor for SIGMA in the AWWA Fittings and in fact it is them whom we take on for most part. After various consolidations, this niche market of \$350 M now, is left with just 3 suppliers – McWane, SIGMA and Star. We 3 account for about 95%, with 3-4 small suppliers picking up the remaining.

McWane is a sizable manufacturer of Waterworks products – including DIP at about \$300M (25%) with their 4 plants, Valves & Hydrants at about \$250M (30%) with 3 plants, CI soil pipe at about \$250M being just 1 of the 2 remaining producers with 3 plants including 1 in Canada and about \$200M in Fittings with 3 plants including 1 in China. They have a few other lines of business outside the WW industry, with the total Sales being about \$1.5 Billion. Having charted an aggressive growth strategy with a single minded focus on consolidation of each of the product group, they have been highly profit oriented with proactive acquisitions especially when the various foundry-based units would become distressed, throughout their 80-plus years. Still family owned, they are well funded from years of utmost attention to profitability and forward looking commitment to investment in technology and infra-structure. They even started a bank and grew it rapidly and recently sold it to Royal Bank of Canada! With minimal management changes due to their private structure, they were able to focus on efficiency, productivity, growth, investment and consolidation. So, with this winning combination, they have prospered in each of the products they have been active in.

However, somehow in the area of Fittings, with the vast product range, the need for demanding service and SIGMA's tenacious and poised growth over the last 25 years, McWane has seen their market share shrink from a high of about 65% to the current 45%. SIGMA and Star obviously have grown, currently holding about 30% and 20% respectively.

[FieldPage]

While we were head to head competitors throughout our first 20 years, with hardly any contact at all, I instinctively felt if a relationship could be developed, it would only add to the stability of the industry by removing the mistrust that existed, which was reflected in the unhealthy competitive pricing that

prevailed till 2003. Being a resourceful producer, always bent on retaining their market share at all costs -- since they know too well, that the market share once lost is hard to recover -- McWane didn't and still doesn't hesitate to meet the lower import prices and took on us head on, to make sure that the competitors knew their strength and determination.

On the other hand, they are not vindictive and are all too keen to maximize their profitability, in a stable market. In each of the mature products like DIP, V&H and Soil Pipe, they have a proven record of a disciplined and responsible supplier without intimidating competitors or customers, for greedily grabbing market share. But, they are also conscious that the gradual slide in market position in any product beyond the tipping point, could eventually lead to a quick and irrevocable demise. So, they have tried to balance poise and paranoia as well as any one can!

We got the opportunity to develop a direct link with McWane, about 5 years back, when they filed a trade complaint with US Government against Chinese imports of Fittings under a special legal provision provided for in an agreement that led to USA's granting of WTO status to China in 2000. When I heard a 'rumor' in the market that they had planned to go to China and buy a foundry if they lost the petition for protection against the imports (it wasn't ADD -- but, any other relief such as tariff or quota etc), I was obviously concerned, as most likely, they would end up with A1, our large and established Fittings supplier in China!

Though we had good standing with our suppliers including A1, including an exclusive agreement, I was uncomfortable leaving Mcwane's plans for China to chance. So, instinctively, I reached out to RP, their CEO, for a direct dialog and he readily responded. Since both us share an open, talkative and transparent personality, we developed an instant rapport and ease with each other. I offered our spare capacity to them with private label and discouraged creating new capacity, which resonated with him as they too are mindful of the problems from excess capacity.

So, though it was an unorthodox move for both, we ended up creating a very trusting relationship and guided them to their China sourcing, which led to SIGMA supplying a fair amount of product for a few years. Of course, being a manufacturer, they are not comfortable with merely outsourcing and wanted to build their own Fittings foundry in China, which they did on a grand scale, investing over \$15 M, which we facilitated thru A1, our long time supplier. So, overall, this entire instinctive call generated an all round goodwill, which in turn led to tangible benefits such as higher market pricing and profits for all including SIGMA. *(I had also strongly urged them to have a production presence in India too and brought them to show 2 of our Fittings suppliers -- Him cast in Goa and Pioneer in Chennai, with the latter available for a quick acquisition at reasonable price, then -- withy GR present for these visits. Their market review then, prompted them to deem China is the place for own manufacturing and they passed on India. I reminded RP recently that he should have listened to my advice -- since he now views some production presence in India as strategic for the future, as I will elaborate later!)*

Of course, right now McWane uses their China foundry to a limited extent, as their own cost today in their US units for a good part of the product range is less than China, on a variable cost basis. So they use the China foundry for only about 10,000 MT out of their annual total need of about 45,000 MT requirements, mostly using the China production for the special high cost 'C' & 'D' items and continue to produce most of their 'A' and 'B' range from their 2 efficient USA plants. While we have always enjoyed a clear cost advantage with our strong production base in India and China over the last 25 years, that paradigm is changing dramatically with our current and still rising trends in the cost for the casting products in India and China.

[FieldPage]

*These shifting winds are part of my motivation to revive our strategic relationship with RP/McWane and find credible opportunities to stay engaged with them!*

At the same time, I have been following the opportunities in the Water Works business in the emerging markets in India and the Middle East and having heard from GR that XXP may be leaning

towards a position for XINDIA 'to go on our own' for the DIP expansion plan for XINDIA, I thought it could be an opportune time for us to generate interest in the McWane camp to capitalize on some of the new global opportunities and in the process, also draw closer to them as explained above.

Simply put, the USA economy in general and WW market in particular, have been battered and wounded significantly, as you know and any turn around is going to be very slow and very gradual, due to the extent of abuse and the inevitable back-lash from the over-reaction and corrective measures. Even otherwise, over the last 5 to 6 years, McWane hasn't seen any growth opportunity for AWWA be it through organic or even acquisitive route, as they have a good position in most of the products they are in and have grown largely thru opportunistic buys of distressed units with quick cash deals. As such, they don't normally like to pay good multiples based on earnings, as a way for their acquisition strategy nor have they had the patience to build green-field investments.

*In fact, they had tried to go on their own and reached out to Xinxing in 2005 and RP himself had tried to develop a personal relationship with LMZ – and thought he did – but, after 2 long years, neither side felt comfortable doing a J/V and couldn't see nor create any 'win win' scenario and finally agreed to part ways, somewhat 'amicably'! Of course, I attributed the break-down to the huge 'cultural divide', what with both being on opposite sides of the philosophical spectrum – one closely held and tightly controlled family ownership with no experience nor appetite for partnerships and the other, a government owned entity in China, somewhat secretive with their plans, with a nebulous, complex and undisciplined management culture. In lot of ways, they were the polar opposites! What they lacked was a much needed 'glue' by way of SIGMA's expertise to keep serious dialog moving, with alert and adept guiding of the issues and make compromises, based on credible plans in a trusting environment...*

So, in my recent few '1-on-1' meetings withy RP, I brought him up to date, not only about SIGMA's restructuring through a PE investor last year, but also our plans for XINDIA. This was a deliberate effort to give him the accurate insights about plans, rather than some one else feeding him erroneous motives on our part -- either thru ignorance or purposeful mischief – such as the new SIGMA trying to import Chinese DIP thru the J/V with XXP etc. RP/McWane keeps tabs on their competitors and customers alike and often ends up listening to baseless rumors as they have nothing else to go by!)

I then casually outlined opportunities both in India and ME, as mentioned in the attached 2 updates.

As we have also been eyeing certain opportunities in the Middle East, both through my own contacts with DUTCO – a large trading/manufacturing group in Dubai and some of our activities through our UK operation, I also mentioned to McWane that they should look at the Middle East market, starting with a processing plant, as we had once discussed with XXP when we were trying to bring US Pipe to the table. This idea hit a nerve with RP as McWane has a lot of spare capacity in their 3 DIP plants in USA and with the weak \$ currency, it was at least a feasible idea to support their plants, which is always RP's first priority.

As it happens, McWane has had a 'McWane International' activity through which they have been exporting at a modest level, some of the McWane product range – such as Valves and Hydrants, soil pipe and a few other products, as AWWA products are specified in overseas markets from time to time. However, recently, they hired a Tom McKinley (TM), a person with a lot of global Water Works experience, from his many years with T&C, a large French global Water Works Export Distribution company, once closely aligned with ST Gobain, which has since closed their global operations. So, McWane too have been entertaining certain opportunities around the world. But RP wasn't quite sure

[FieldPage]

how to structure it in any kind of strategic and consistent activity rather than a mere export operation taking advantage of certain tactical opportunities.

With my presenting him opportunities in India and the Middle East, he finally saw a sure shot way to develop a long term global presence and move forward decisively, since he trusts my grasp, instincts and most of all, a broad and fair minded business approach. After a few discussions, I was able to

outline the 3 specific opportunities – participation in a DIP plant in India, the SIGMA Fittings foundry (RP is now keen to have some India foundry production as well to complement USA and China, as he deems India could be a bit more stable and competitive in the near future.) and a J/V in the Middle East fro DIP and indeed the WW range – first to process pipe brought in from say USA, if cost efficient and then to even consider local production etc... Being a decisive person, not letting grass grow under his feet, we made quick progress in just a few weeks.

This is where I saw the need to involve XXP not just for our India plans, but also in the Middle East, as I didn't think McWane going it alone would be a prudent idea, which could rub XXP the wrong way and create an embarrassing position of SIGMA with our close partnership with XXP – since XXP already has a presence in ME. Besides, I thought this would also be an opportunity for XXP to get additional business through the front door, using the American brand, emphasis on quality, specification, marketing etc. (Since McWane was now seeking new markets including ME, 2 senior guys from McWane Global, a newly created unit RP has set up to guide their global plans, made a quick visit to ME last month and got very positive response from key WW customers including Water companies in UAE, Qatar an Bahrain. The gist was that ME market was looking at huge investment in infra-structure including WW...a western brand and market is viewed favorably...local processing /production plant is very timely as ME governments are intent on adding manufacturing activity to broaden their economies and cerate diverse and long term employment opportunities...China products are cheap, but quality concerns remain etc...)

Hence my request to FG to arrange a meeting with LMZ during my current China trip.

FG's first response to my update which he read and understood clearly, was to say that *'XXP has their own strong presence in the Middle East ... they also have signed on for a J/V with a processing plant J/V in Saudi which will also cover other parts of the Middle East...LMZ is very busy with many acquisitions in China etc...and may not have time to meet with VP this time, but he will try to get him...If not available, VP can explain his ideas to FG and FG will convey them to LMZ...'*

Though I would have abided by FG's advice if a meeting just wasn't feasible during our tight China visit, I was very keen to meet LMZ in person. I knew this time, the opportunities were real and I knew in my heart that we could make some 'big, but sound ideas' work....

So, in addition to FG, who often doesn't go far enough in trying and following up, I worked on WLM to reach LMZ. Though WLM is also a meek and somewhat cautious, I know how to motivate her and this time, it worked as LMZ called back offering to meet for lunch Sunday, 7/13/08 for lunch, after WLM conveyed briefly as to what I wanted to talk about! FG was a bit surprised himself.

But after stressing the importance of the meeting, he tried LMZ hard and I was able to meet him for about 2 hours over lunch 7/13/08. As it happened, we had lunch at the Grand Millennium hotel Xinxing's own hotel which has been completed in the Fortune Plaza right next to their building. It is quite elegant and LMZ gave us a walk through of the facilities including rooms, conference facility, a gigantic spa etc.

#### Summary of my discussions with LMZ

As the time was short and in keeping his usual direct style, after minimal pleasantries, LMZ came right to the point and asked...*'What are your suggestions for new opportunities in India? and the Middle*

[FieldPage]

East?' I am not sure if my entire advance message to him (attached here) I had sent through FG was forwarded to him or not, but FG certainly seemed to have given a brief to him as to what I wanted to discuss with LMZ. So, I gave him my assessment of the current weak market outlook in USA, our strategic plans with McWane and how I thought McWane could fit in with our plans in India – both for the DIP plans through XINDIA and Fittings and other products through SML.

I gave him a glimpse as to how I came to present the opportunities in India and the Middle East to RP, as outlined above. I knew I would get a push back about the Middle East and initially I did, as he mentioned about 'XXP's J/V for a processing plant in Saudi... which also will cover the rest of ME market...' But when I stayed my ground and explained to him as to how McWane has positive response from a few ME customers, for a 'western brand' for a DIP and a strong endorsement for a processing plant in the UAE, backed by a powerful local group who use a lot of DIP themselves etc, LMZ quickly changed his position and gave a 'green light' to go ahead and discuss with McWane and bring suitable proposals back to XXP. His position may have surprised WLM and FG, but knowing LMZ as I do now, having worked with him closely for the last 3 years, he saw a definite new niche to add one more dimension in their global outreach -- this time through McWane. Though XXP had direct dialog with McWane – LMZ with RP himself – he didn't even hang his hat on their 'direct' relationship. But, having failed in their previous direct dialog and having seen how we have guided XXP into India to a fruitful J/V, he must have sensed that I would develop and present him only a practical opportunity that would be good for all parties, instead of the time and energy that could be spent between two parties of opposite culture!

As for India, he clearly expressed his disappointment of having not been able to work with JSL in a workable partnership format and stated clearly his preference still to look for opportunities to work with the Jindal Group – he also mentioned that he didn't want to have too many 'enemies' knowing fully well that ECL already is one! FG kept referring to JSL's 'changed position' – he was referring to how JSL has now ruled out a shareholding from XINDIA in JSL's current plant in return for the upgrade. But, I pointed out to both that even XXP/XINDIA have changed their position from their original visit to JSL in March 2007 in Delhi, when LMZ had clearly stated that their strategy is to take only a minority position in any DIP plant in India, preferring to work with JSL as a strategic partner. So, I explained that BOTH have somewhat changed their original position in response to the current realities – JSL's inability to grant any benefits to XXP and XXP's realization of the strength of the Indian DIP market – and suggested that we move forward by looking for smaller strategic opportunities with JSL and assured him that JSL might not look at any of XXP's plans in India, in extreme or hostile terms, as they are more 'business like' and less jealous and paranoid than ECL...

I didn't push for any close XXP/Jindal J/V that we were once striving for -- having learnt from GR's update of your last meetings with PRJ who made it clear that accommodation of XXP through shares in JSL for the up-gradation is not feasible and on the other hand, YB/XXP seem to have adopted an even more drastic change in their position that XINDIA now would like to develop a DIP plant as a majority owner. To me, it appears that they would like to do so even if JSL had offered some small shares in JSL! So, I pointed out to LMZ that it is still possible for XINDIA to attract JSL as a minority player in the DIP plant, say at 10% to 15% and we should strive to do so, in order to foster a healthy market place. *(Though I didn't elaborate on it in the interest of time, in the future, we can set up a IDIPRA Indian DI Pipe Research Association, along the lines of DIPRA USA which breeds a harmonious environment even in a competitive setting.)*

So, all in all, LMZ gave thumbs up to invite McWane as a partner in the XINDIA/DIP J/V and also agreed for participation in McWane DIP J/V in ME – both, of course, subject to market data and feasibility etc.

But, he stressed that *'the decision about a DIP plant by XINDIA will be made after Alex completes his market study which XXP has asked him to update and present to XINDIA...'* I was not aware that

[FieldPage]

XINDIA or Alex is currently conducting any market study? It certainly makes sense as a few different new plans for additional capacity have been announced and even underway like Tata/Kubota etc and it's likely that some of the demand parameters may have changed with the recent economic uncertainty in India. But, I wasn't aware that a formal study is underway...

*If it is, is it being done internally? Or any formal project thru some one like Collabrant/Vatsa?*

Once our discussion on the specific issues I had come to discuss – primarily participation of McWane with XXP in India and XXP in Cane's ME J/V – was concluded, with LMZ endorsing both initiatives, he came on hard on me as to XINDIA progress, which I must say, which put me ill at ease, as I just didn't know where we stood with XINDIA's progress! Frankly, I have not sought out any update from GR as our ready source and from him too, there has been much less updates, as all are extremely busy since the ground breaking...

As such, I was frank with him about my not being in a position to tell him about the progress, not that he was looking to me for an updated schedule as much as to convey that he was not satisfied with the progress and implied in his own way that even the process, including communication, may also be less than satisfactory. Though he didn't mention it as such, I sensed that YB may be complaining to him about how things in India are somewhat nebulous and constantly unsettling, without a clear project plan, a credible progress update and the tenacious focus on a target completion date...

Knowing how inflexible YB often is on a few issues, I tried to convey to LMZ that while certain initial delays are unavoidable to get various permits etc. some of the delays may also be caused when YB/XXP do not provide all the relevant information such as designs, equipment schedules, cost data etc to help XINDIA complete various applications for permits and keep going forward. He simply responded by saying 'YB/XXP will not be a hindrance to any of XINDIA's needs...' Then, both FG and LMZ spent the next few minutes to stress to me 'how important XINDIA is for all our future ventures and he promised a lot more investment by XXP, Minmetals and others—if XINDIA project is managed efficiently and successfully...' LMZ became passionate when he said 'this XINDIA project is being watched very carefully by not only XXP board, but also at the Ministry etc..' He even referred to his meeting with the high Indian Minister recently, which has since brought high profile coverage and he used it to stress that he is now in the limelight to make sure that the project is progressing on schedule and completed at the earliest.

For my part, even as I expressed my inability to comment on any progress, as I simply did not have any credible latest information, I assured him that we will organize a web based project update, so that any one from India or China, or USA, can get a read on the project update without having to necessarily ask GR or Alex or YB etc. for one.

### Where do we go from here?

At this point, Alex and Gopi, it is imperative that both of you coordinate with me to make sure that we are all in the same loop and we make tangible progress on these various opportunities. As for the latter, despite having worked on several initiatives at the SML level, I am sensing that in the end we may realize tangible success in the one area that SIGMA has some expertise – Water Works and I strongly suggest that we all direct our **unified, complete** and **constant** focus on it.

Now that we have XXP's support and McWane's interest, we just develop a clear 3 to 5-year plan to present to both camps and then channel all our resources and energy to make it happen. Very simply, this will be to create a Master Plan to create a DIP + Other Than Pipe (OTP) production/supply J/V for the Indian market with attention to all relevant details of Sales, Profits, Investment and ROI and also spelling out individual roles for the various parties, with a simple yet clear structure etc. (I recently received one such outline for the proposed J/V for the ME – very succinct yet complete look

[FieldPage]

at the opportunity from start to finish. I had to sign a CA before I received it and joined the conference call – but, I can share it among us to make sure we proceed in the right direction!)

For the 'XIN PIPE' or MXP (McWane XINDAI Pipe) project, we can look at a clear Sales potential of a about \$350M to \$400 M in just 3 years with a realistic capacity of 250,000 MT (\$300 M) of DIP and about 10,000 MT (\$30 M) of Fittings, and other products of about \$30 to \$50 M. At this point with our limited management and financial resources, it is counter productive for us to focus on any other project and we need to come together to develop a credible plan in a short time, so we can present it to all concerned, get their blessing and move on.

*(Though I have combined the OTP range in this project, we can still structure the Casting/Fitting separately with just SML/McWane etc – but, with MXP in a close framework as if it's all one...)*

As for XINDIA, I urge you to immediately establish a dynamic and accurate project update mechanism, where any one of us like Siddharth or myself or FG or WLM or any one else in XXP can refer to it at will and get to understand as to the status of each part of the project and have a clear and common understanding of the completion date, instead of one of us having to ask GR and get an impromptu update which could be different from the current realities. I am sure you may already be working on this type of plan, but I have not heard or seen any reference to it. If you recall, I had stressed the need for this disciplined approach to GR soon after the ground breaking, as to how important it is make a realistic schedule and do all we can to stay with it, as Chinese and American project management is known to. In India, we have lot more variables beyond our control, but, we also are more forgiving of delays and have a tendency to 'go with the flow...' rather than work with a 'make it work at all costs...' and 'do whatever it takes...' It is imperative now that we set a clear start date for XINDIA production based on a realistic assessment of the ground realities and then make it come about -- as it may otherwise affect interest by XXP on other projects such as the DIP etc.

It is also necessary that the 4 of us now have a serious review of the entire XINDIA project and the above proposed opportunities to have a clear 'meeting of the minds' to go forward. In fact, the 4 of us actually never have reviewed as even at Bangalore in February, we spent the available time to review the SML's business plans rather than XINDIA, which was at its infancy then.

The first step ought to be a conference call with all 4 of us – and anyone else now involved in the XINDIA project, so that first I can get caught up so I can interact with McWane and XXP/FG as to the plans going forward.

But, first, please review this rather lengthy update carefully and then respond with any insights, update etc to bring me up to speed with XINDIA and other related events and developments. We can set up the conference call soon after. (But, I am not available Friday 8/8 and Saturday 8/9 as I will be in Toronto for a quick visit. I will be back Sunday afternoon. We can do so Thursday 8/7, say 10 am)

I am also planning a meeting with RP/McWane next week, to cover these and other plans.

Let's regroup and develop a clear Master Plan and more importantly, let's ***get-it-done!***

Best Regards,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

**CX 1178**



January 11, 2008

RE: Pending Price Change for Utility Fittings and Accessories

Dear Valued Customer,

Due to continued rising costs, especially within our off-shore operations, we find it necessary to increase pricing on Utility Fittings and Accessories.

As per our prior letter of October 5, 2007, we will adjust pricing by increasing multipliers while retaining our current List Price, LP-5072. Letters stating the new region specific multipliers will be mailed January 18, 2008. The increase will be 10% to 12% above the current prevailing multiplier levels on Blended Fittings and Accessories and 3% to 5% on Domestic Fittings effective February 18, 2008.

To help our distribution customers better manage their inventory valuations and compete on a more level playing field, it is our intention going forward to sell all products only off the newly published multipliers. We will continue to monitor the competitive environment and adjust regional multipliers as required to provide you with competitive pricing.

All annual municipal bid contracts will be honored per the terms of the contract. Jobs quoted prior to this announcement will be honored through March 1, 2008, with acceptable documentation provided to your local Tyler/Union sales representative.

If the current inflationary trends continue as forecasted, we anticipate the need to announce another multiplier increase within the next six months. However, we will only do so as conditions require.

We thank you for your business and as always we remain committed to providing you with quality products and service at competitive prices.

Sincerely,

A handwritten signature in cursive script that reads 'Jerry Jansen'.

Jerry Jansen  
National Sales Manager

**CX 1179**

**From:** Rick Tatman  
**Sent:** Tuesday, October 6, 2009 10:24 AM  
**To:** Laura Alvey <Laura.Alvey@tylerunion.com>  
**Subject:** Sept 22nd Announcement Q&A Rev2.doc  
**Attach:** Sept 22nd Announcement Q&A Rev2.doc

---

Laura,

Please send out to the field.

If there are customer questions that still are not addressed by this revision they should send those into you and we'll provide the appropriate response.

**Regarding Tyler Union's September 22<sup>nd</sup> Announcement**

Rev 2: 10/6/09

Question: Will Sigma be able to setup distributors that TylerUnion would not historically support?

Answer: For the most part, Yes. Within certain restrictions, Sigma has the ability to supply our domestic product to their customers. While we understand your concerns, the reality of situation is that in the absence of the MDA with TylerUnion, Sigma was going to develop their own domestic sourcing options to the extent they could. More than likely that distributor you're concerned about would have obtained some level of domestic product either from Star or from Sigma. We believe that ultimately the market will be more stable, and your business will be better off, if distributors like the one in question purchase their domestic requirements either through TylerUnion or through Sigma under our MDA.

Question: Under the MDA will Sigma be allowed to direct bid municipalities?

Answer: It is our understanding that Sigma does not intend to participate in direct bids.

Question: Under the MDA will Sigma be allowed to sell to distributors that are located in domestic only markets such as PA and certain areas of NY, MD and DE?

Answer: The MDA does not restrict Sigma from selling distributors in any specific market area. However, you need to stress to your customers that although they have access to our domestic product through Sigma.....TylerUnion is the manufacture. We were supporting domestic requirements long before ARRA surfaced and we'll be supporting domestic requirements long have the ARRA period is over with and we carry the broadest range of items in inventory to service your needs. There is no valid reason not to continue to utilize TylerUnion directly for all your domestic requirements.

Question: If a customer is buying Metal Fit product is that a violation of our policy requiring full support of the McWane brands for all domestic requirements?

Answer: If Metal Fit product is allowed on a Job, then that Job does not have a true domestic spec requirement. Our policy applies to Jobs and applications that required USA on the casting as part of their "domestic requirement".

Question: Your letter states that "Customers who elect not to support this program may forgo participation in any unpaid rebates for domestic fittings and accessories or shipment of their domestic fitting and accessory orders of Tyler Union or Clow Water products for up to 12 weeks." Does the "or" mean that customers can choose between losing their rebate or losing access to product?

Answer: No. The language of the letter was structured to allow us to apply the appropriate response based upon the unique circumstances of each situation. Losing any unpaid rebates or losing access to product for up to 12 weeks defines the potential boundaries of what that appropriate response could be.

Question: Why did Tyler Union set Sigma up as a Master Distributor of their domestic fittings and accessories?

Answer: Tyler Union recognized that ARRA projects will result in more branch locations needing to purchase domestic fitting and accessories than has historically been the case. In some cases Sigma has a unique relationship with a particular branch or distributor whereby the customer may prefer the utilize Sigma for their domestic requirements.

Question: Your announcement letter stated that "McWane will adopt a program whereby our domestic fittings and accessories will be available to customers who elect to fully support McWane branded products for their domestic fitting and accessory requirements." What does this mean?

Answer: McWane has spent almost \$600 million to modernize, improve and increase the efficiency of its domestic production facilities, including more than \$40M of investment in our ductile iron waterworks fittings operations alone. McWane produces an extensive product line of domestic fittings and accessory items. In support of that investment and long term commitment we have elected to support customer's who desire to partner with us in support of our business.

Question: If we don't want to support the Tyler Union or Clow Water brands for our domestic fitting and accessory requirements, does that mean you won't sell us anything?

Answer: The request for full support only applies to our domestic fittings and accessories. That policy does not in anyway affect our business relationship on other products such as non domestic fittings and accessories, restraints, domestic valve boxes or non domestic valve boxes.

Question: Does that mean if I don't want to use the Tyler Union or Clow Water brands for all my domestic fittings and accessories that you won't sell me any domestic fittings or accessories?

Answer: Tyler Union has an extensive product line of domestic fittings and accessories and we maintain sufficient inventory levels at all our stocking locations. As such, we and are in a strong position to serve your total needs. Just as you prefer working with contractors that support your business long term, we prefer to supply our domestic fittings and accessories into customers who have freely chosen to fully support our business.

Question: If I purchase Tyler Union's domestic fittings and accessories from Sigma can I still place orders with Tyler Union?

Answer: Yes, our policy only asks customers to fully support the Tyler Union and Clow Water brands for your domestic requirements. Customers have the option to purchase those items from either Tyler Union Clow Water or Sigma depending upon what's best for their business.

Question: Does the program to fully support the Tyler Union and Clow Water brands for domestic requirements apply on a branch by branch basis?

Answer: No, the program is intended to apply at the corporate level at each customer and therefore applies to all branches within that organization.

Question: Can I utilize another domestic fitting and accessory brand other than Tyler Union or Clow Water products and then still purchase Tyler Union or Clow Water products through Sigma?

Answer: No, Sigma will be adhering to the same distribution program and policies as the Tyler Union and Clow Water divisions of McWane.

Question: What if I need a particular item and Tyler Union doesn't have it available?

Answer: We have asked customers to support our business where Tyler Union products are readily available within normal lead times. We will apply the test of reason based upon the circumstances, but we recognize that if we don't have a particular item tooled or available to ship from one of our yards that customers need to have the option to secure that item from another source to support their contractors.

Question: I don't understand what you meant by allowing an exception "where domestic fittings and accessories are purchased from another domestic pipe and fitting manufacturer along with their ductile iron pipe"

Answer: Although McWane is a manufacture of ductile iron pipe, Tyler Union does not as a normal practice provide ductile pipe along with our fittings and accessories. We recognize that there are certain jobs or circumstances whereby ductile pipe and fittings are quoted or supplied together by a single domestic manufacture. Since we don't as a normal business practice offer that "package", our intent was not to disrupt that established business relationship where it makes sense for our customers.

Question: What if only fittings are purchased from another domestic pipe and fittings manufacture for a particular job that doesn't require ductile pipe.

Answer: This is a very unique situation. Please communicate the exact circumstances into Jerry Jansen.

Question: How does this affect my domestic rebate?

Answer: Rebates are paid based upon qualified invoice dollars. Tyler Union branded products purchases through Sigma do not qualify for Tyler Union's rebate program. Please contact Sigma for any applicable rebates that may apply on product purchases through Sigma.

Question: Is my rebate on your non domestic fittings affected by my purchasing choice on domestic products?

Answer: No, participation in our non domestic product rebate program is not affected by your decision on supporting the McWane brands for your domestic fitting and accessory requirements

Question: Will Sigma also have access to Tyler Union's domestic valve and service boxes?

Answer: No, the arrangement with Sigma is limited to fittings and accessories.

Question: How will this effect annual bids

Answer: Annual bids only apply to active distributor customers that adhere to our policies. Tyler Union reserves the right to de-activate any account based upon the best interest of our business as a whole.

**CX 1180**

**From:** Rick Tatman <rtatman@tylerunion.com>  
**Sent:** Tuesday, April 28, 2009 5:25 PM  
**To:** Leon McCullough <lmccullough@clowvalve.com>; Thomas Walton <twalton@mh-valve.com>  
**Subject:** RST is available @ 8:30 Inputs Sigma Response - Tyler/Union New List and Multipliers

---

I am available @ 8:30.

We can discuss in more detail tomorrow, but I am now highly confident that Star will follow our List Price.

That would make it highly un-likely that Sigma won't change course and follow also.

## Richard (Rick) Tatman

VP&GM Tyler/Union  
 McWane Waterworks Fittings Division  
 (903) 882-2440  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)

---

**From:** McCullough, Leon (McWane Executive Vice President) [mailto:lmccullough@clowvalve.com]  
**Sent:** Tuesday, April 28, 2009 4:29 PM  
**To:** rtatman@tylerunion.com; Walton,Thomas (McWane Sr. Vice President)  
**Subject:** RE: RST Inputs Sigma Response - Tyler/Union New List and Multipliers

Would you guys be available for a conference call tomorrow morning @ 8:30 a.m.? If yes, please call me then.  
 Leon

---

**From:** Rick Tatman [mailto:rtatman@tylerunion.com]  
**Sent:** Tuesday, April 28, 2009 11:26 AM  
**To:** Walton,Thomas (McWane Sr. Vice President)  
**Cc:** McCullough, Leon (McWane Executive Vice President)  
**Subject:** RST Inputs Sigma Response - Tyler/Union New List and Multipliers

This is probably a better verbal discussion, but let me jot down some of my thoughts.

- The List Price restructuring was the right move for our business and we should maintain that course:
  - We finally have a known and structured price for each item.
  - Our level of profitability for a given multiplier is now much more easily determined and is no longer a crap shoot on what items the customer orders
  - The compression in \$/lb list pricing makes it much more difficult to significantly under sell larger diameter items compared to the (3"-12") stocking segment.
  - In theory, the compression in margins across the entire size range should drive more stability on the (3"-12") stocking segment which both benefits our business to a greater degree and helps take away one of the barriers to distributors not wanting to hold Stock (Too large of a spread between stock order and job pricing)
- For all the reasons the restructuring makes sense for our business it goes against what the importers want:
  - They have a much higher weighting in the larger diameter segment
  - The more room they have to "Make deals" and still make "Good profits" they better the system works for their sales model.
  - They are much better at line item and job pricing than we are.

- The Wild card right now is Star. Late last week they put out a letter stating they would have a new List Price effective May 19<sup>th</sup> and that it would be posted to their website shortly. We assumed given the language and timing they would be following our List Price, but they very well may post their own List Price as an act of defiance. Star and Sigma don't like each other but they will band together against the common enemy so there is now some probability that Star may change direction and retract their list price change.

My gut feels says to stay the course and continue with the new List and Multipliers effective May 1<sup>st</sup>. If our competitors truly want higher pricing and more stability they can certainly accommodate that around our new List Price.

Worst case is that the current environment of heavy job pricing continues. In that environment, we'll at least better understand the margin level associated with any job multiplier quoted with our new List Price structure.

Also, if we are going to make any announcement on TufGrip it would probably better to do that before any olive branch is accepted. Moving Joint Restraint pricing somewhat coupled to selling levels on (3"-12") fittings is probably a good strategy for us.

i'm certainly open to discussion if anyone has strong feeling about another direction.

## Richard (Rick) Tatman

VP&GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-2440  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)

---

**From:** Walton,Thomas (McWane Sr. Vice President) [mailto:twalton@MH-Valve.com]  
**Sent:** Tuesday, April 28, 2009 9:14 AM  
**To:** rtatman@tylerunion.com  
**Cc:** McCullough, Leon (McWane Executive Vice President)  
**Subject:** RE: Sigma Response - Tyler/Union New List and Multipliers

Rick,

What do you think our strategy going forward should be?

Thanks,

Thomas

---

**From:** Rick Tatman [mailto:rtatman@tylerunion.com]  
**Sent:** Monday, April 27, 2009 5:25 PM  
**To:** McCullough, Leon (McWane Executive Vice President); Walton,Thomas (McWane Sr. Vice President)  
**Subject:** Sigma Response - Tyler/Union New List and Multipliers

Gentlemen,

This is an interesting read..... Admission of guilt for driving prices down and a renewed commitment firm multipliers and stability.

Note that they are going to stay with the current List Price. I may be reading too much into Larry's words but his message to Tyler/Union may be that I'll control my pricing and I want you pull back your list price restructuring?????

The "severe drops in list prices" Larry references is on the larger diameter items (14" – 48") where Sigma's share position is much stronger than ours. As you know we actually raised list prices on the (3"-12") segment by over 7%

Under the restructured list price the total spread in terms of \$/lb is now ~33% while under the prior list price that spread was ~250%.

Under firm multiplier pricing, the gross margins under the prior list price improve by step functions for larger diameters which is what Larry is probably trying to protect.

Note that Star announced late last week that they would have a new List Price effective May 19<sup>th</sup>. It will be interesting to see what they do in light of Sigma's announcement.

The only option I see for Sigma if they want to retain their existing list price and apply firm multipliers is to utilize a tier multiplier system like we now have for our Domestic Only Fittings.

Of course if Sigma is going to truly support stable pricing, we'd be better off having they support stable multipliers against our new restructured list price which favors our stronger product segment.

SIGMA Your Fitting Choice...

April 27, 2009

To: Our Valued Customers

Re : Pricing Review for AWWA MJ Fittings

At the outset, we thank you for your business in these uncertain and difficult times. We have always appreciated our customers' patronage and friendship -- but do so even more at this time!

The severely weakened market demand has understandably caused the prices to fall in recent months, as suppliers and the distributors alike pursue the meager market volume using lower pricing to secure business. However, while SIGMA has responded to support our customers as necessary due to competitive pressures, we are also aware of the need to be responsible as a business, to support our people and operations, so we can continue to service you adequately, both now and in the long term...

The problem of over supply and a cataclysmic drop in demand has created a market that doesn't seem to have a bottom. While none of us like to see lower pricing, we've all had a hand in it either directly or indirectly, and any semblance of responsibility and market discipline seems to have disappeared. We at SIGMA are just as much at fault as any of our competitors.

In response to this turbulent patch, our industry leader has recently announced a highly re-structured pricing plan that you are aware of, with severe drops in the list prices. While we respect their rationale, whatever it may be, we disagree with their approach, as it is likely to devalue your inventory and also adversely affect your potential margins, which will be particularly felt in these lean times. We believe this action will hurt our industry, both in the short and the long term...

At the same time, we also sense the need to reverse the unhealthy pricing spiral thru a mature, prudent and disciplined pricing approach. Despite the recent drop in our product costs from the high levels of 08, our costs of doing business have in fact risen on a 'per \$ of Sales' due to the sharp decline in market volume and the high levels of inventory we are forced to carry to support your needs on a just-in-time basis and the resulting slow turns.

**THEREFORE, WE PLAN TO CONTINUE THE EXISTING PRICE LIST FOR THE FITTINGS AND ACCESSORIES, DATED JULY 1, 2007 AND USE FIRM NEW MULTIPLIERS OFF THIS PRICE LIST, TO BRING STABILITY BACK TO OUR BUSINESS...**

The new Multipliers will be provided regionally by your SIGMA Sales team and will be effective for all orders shipped starting May 4, 2009 except for pricing committed in writing prior to April 27, 2009, which will be honored as quoted.

We hope you understand our sincere efforts to reverse the unhelpful course of the past and support our efforts to be a responsible supplier for now and for the future, given the challenging times we all face together as one industry. We also hope this effort will stabilize the value of your own inventories as well.

We thank you for your patience and support, especially during this truly unprecedented and difficult period. I believe that once all is said and done we will all come out stronger and smarter for having gone through this challenge. In the interim, thanks for helping us make the industry a little bit better. Good health to all and I wish you a strong recovery in the months and years ahead.

Best Regards,

Larry Rybacki

SIGMA Corp

508-394-9070 508-523-0127 (cell)

lryb446150@aol.com

**Richard (Rick) Tatman**

VP&GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-2440  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)

**CX 1183**

**From:** G. Ruffner Page, Jr.  
**Sent:** Tuesday, January 29, 2008 10:00 PM  
**To:** 'O'Neal, Craft' <CONeal@onealsteel.com>  
**Subject:** RE: Q4/December EVA Performance

---

We are finally seeing the bottom. Month to month comparison bookings are flat and not falling in the under ground water works business. Pricing fell hard in the DI pipe business last 3<sup>rd</sup> Q and I think the industry looking into the "abyss" and thought that volume was not the solution because pricing has stabilized in that market. The Chinese importers in water works fittings are seeking price increases are we are now in a position to resist. In fact I have offered to make "A" items for an importer at the same price they can bring in it in. also the soil pipe importers have largely quit importing due to cost increases. All good and needed news for your businesses. Volume in the above ground drain business will surely slow this year however.

It is nice to feel the solidarity within our company when the market finally stops hammering us. my goal now is to rebuild our self confidence in 2008.

As to the 16<sup>th</sup>, I will check with Penny. I am probably available in the morning but am headed to bone fish at Deep Water Cay that day for the weekend. I know I know.....

---

**From:** O'Neal, Craft [mailto:CONeal@onealsteel.com]  
**Sent:** Tuesday, January 29, 2008 9:25 AM  
**To:** G. Ruffner Page, Jr.  
**Subject:** RE: Q4/December EVA Performance

Sorry for all the messages. Thanks for the offer to help. Things are tough, but I do believe O'Neal will perform better soon. Our subs should have a very good first half of the year, so overall profitability should be better for our company in 2008.

How are things there?

Colleen has requested the family meeting be on May 16th this year. Is that date okay for you and Penny?

---

**From:** G. Ruffner Page, Jr. [mailto:RPage@mcwane.com]  
**Sent:** Monday, January 28, 2008 8:18 PM  
**To:** O'Neal, Craft  
**Subject:** FW: Q4/December EVA Performance

Looks tough. Anything I can do to help?

---

**From:** Nicholas, Shawn [mailto:snicholas@onealsteel.com]  
**Sent:** Monday, January 28, 2008 4:00 PM  
**To:** Nicholas, Shawn; Jones, Bill; Bannon, Blake; Driscoll, Bob; Risch, Carl; O'Neal, Craft; Thurman, C.T.; Simpson, Dave; Hutson, Dean; Lesley, Don; Gray, Gary; Richard, Gene; Brockman, Gerald; Clark, Harry; Smith, Henley; Head, Holman; Robertson, Jeff; Simons, Jeff; Stephen, Jeff; Roberts, Jerry; Tucker, Jerry; Huntsinger, Jim; Boudreaux, Jody; Elrod, John; Simons, John; Shackelford, Ken; Cooke, Kevin; Woolnough, Mark; Valenta, Mary; Uzzell, Melvin; Gooldrup, Mike; Brewer, Mike; Harrison, Mitchell; Browning, Norm; Jensen, Paul; Davies, Rich; Crutchfield, Ron; G. Ruffner Page, Jr.; Young, Scott; Smith, Shawn; Coulter, Steve; McCracken, Steve; Heath, Tim; Reed, Todd; Ballou, Tom; Hauntz, Kevin; Holley, Steve; Armstrong, Stephen; Travis, Ron; White, Chris; Smith, Rick; Hudson, Stan; Smothers, Duane; Regan, Tom; Saunders, Stephen; Goings, Alfred

CX 1183-001

**Subject:** Q4/December EVA Performance

All,

Attached is the 4<sup>th</sup> Quarter/December EVA Performance Report.

Shawn M Nicholas, CPA  
General Accounting Manager  
O'Neal Steel  
(205) 599-8123

CX 1183-002

**CX 1186**

**Jennifer McDaniel**

---

**From:** Rick Tatman [rtatman@tylerunion.com]  
**Sent:** Saturday, May 24, 2008 1:50 PM  
**To:** McCullough, Leon (McWane Executive Vice President); Walton, Thomas (McWane Sr. Vice President)  
**Subject:** Agree on Waiting until Data is available : DIFRA Data not available

Leon,

I would agree with your approach as does Thomas based upon our discussions in China.

Although somewhat painful to the bottom in the short term, that would re-enforce the message we've been trying to drill in which when successful will pay long term dividends.

The timing presented was just for a reference point.

*Richard (Rick) Tatman*

VP&GM Tyler/Union  
 McWane Waterworks Fittings Division  
 (903) 882-2440  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)

---

**From:** McCullough, Leon (McWane Executive Vice President) [mailto:lmccullough@clowvalve.com]  
**Sent:** Saturday, May 24, 2008 1:14 PM  
**To:** rtatman@tylerunion.com; Walton, Thomas (McWane Sr. Vice President)  
**Subject:** RE: DIFRA Data not available

I still believe we stand pat until market share info is available.  
 Leon

---

**From:** Rick Tatman [mailto:rtatman@tylerunion.com]  
**Sent:** Friday, May 23, 2008 9:20 PM  
**To:** Walton, Thomas (McWane Sr. Vice President); McCullough, Leon (McWane Executive Vice President)  
**Subject:** DIFRA Data not available

Feedback from the accounting firm was that two of the four members hadn't yet reported.

I might suspect that Star and Sigma are upset over their perception of McWane's lack of support on pricing.

I have asked the DIFRA legal counsel to contract the non reporting members.

Nearly four weeks ago all members agreed on a conference call to report by the 15<sup>th</sup>.

Having a price increase effective on June 16<sup>th</sup> would require a formal announcement next week.

Enjoy the holiday weekend.....I'm sure we'll talk on Tuesday.

*Richard (Rick) Tatman*

VP&GM Tyler/Union  
 McWane Waterworks Fittings Division  
 (903) 882-2440  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)

**CX 1187**

**Jennifer McDaniel**

---

**From:** Rick Tatman [rtatman@tylerunion.com]  
**Sent:** Wednesday, June 04, 2008 12:51 PM  
**To:** Walton,Thomas (McWane Sr. Vice President); McCullough, Leon (McWane Executive Vice President)  
**Subject:** RE: DIFRA Reporting

I would agree that since at least one member is being somewhat drug to the party.....there is certainly a risk of under reporting.

We have import data submitted as part of the 421 hearing process that we can walk forward in time using the VMA data. This will at least provide some reference point on the total market size. We can also reference the total submitted data verses the change in VMA data over the same period as another sanity check.

Slight under reporting by a few thousand tons would be hard to find without an audit, but we flush out any gross under reporting fairly quickly.

*Richard (Rick) Tatman*

VP&GM Tyler/Union  
 McWane Waterworks Fittings Division  
 (903) 882-2440  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)

---

**From:** Walton,Thomas (McWane Sr. Vice President) [mailto:twalton@MH-Valve.com]  
**Sent:** Wednesday, June 04, 2008 11:36 AM  
**To:** McCullough, Leon (McWane Executive Vice President); rtatman@tylerunion.com  
**Subject:** RE: DIFRA Reporting

Each member has the right to call an independent audit, I am not sure about having their own audit firms check data?

---

**From:** McCullough, Leon (McWane Executive Vice President)  
**Sent:** Wednesday, June 04, 2008 11:05 AM  
**To:** Walton,Thomas (McWane Sr. Vice President); rtatman@tylerunion.com  
**Subject:** RE: DIFRA Reporting

Great news, but being pessimistic on this I will take a "wait and see" attitude. Please get the data circulated promptly so we can analyze and reach a decision on pending price increase letter. I know we must have some confidence that our competitors are reporting accurately but it is entirely possible they will under report their sales. Are there any safe guards in the Association bylaws that would limit the potential for misreporting? The V&H Association has an affidavit signed by the members that their outside independent auditors have reviewed the reporting process, done a random spot check and confirmed that the reporting is correct.  
 Leon

**CX 1189**

**From:** LRyb446150@aol.com  
**Sent:** Wednesday, January 30, 2008 10:05:46 AM  
**To:** M20@sigmaco.com  
**Subject:** LR to M20-Multiplier Letter with Logo and Larry's Signature  
**Attachments:** SIGMA Multiplier Adjustment 2-25-08.doc

---

Start the year off right. [Easy ways to stay in shape](#) in the new year.



Date: January 29, 2008  
Subject: Multiplier Adjustment – February 25<sup>th</sup>, 2008  
From: Larry Rybacki

Dear Valued Customers,

As you are all aware, SIGMA Corporation was intending to put out a new list price sheet on January 2, 2008 which showed a significant increase in all our products due to the increased cost of raw materials, freight, personnel, etc. When one of our competitors chose not to have a list price increase but rather a multiplier increase, we decided to follow suit and on February 25<sup>th</sup> your new multipliers will be in effect for almost every territory. The key word is "almost" as a few of territory multipliers are below what you currently receive from us and some are in fact well below.

It is our intent to raise prices in 2008, not because we arbitrarily feel like raising them but because every manufacturer in the Waterworks Industry that has Iron products needs one. Manufacturing needs a price increase, distribution needs a price increase, and with product links such as Ductile Iron Pipe and Valve & Hydrants you've already witnessed significant changes.

We think it's unwise and irresponsible to lower multipliers and devalue your inventory, so your Regional Managers will send you new multipliers in the next few days as long as they exceed your current ones. We apologize for the confusion and lack of discipline our segment of the industry has shown as we at SIGMA Corporation are committed to make this a more profitable business for all. Thanks for your support and understanding and we wish you success throughout 2008 and beyond.

Sincerely yours,

A handwritten signature in cursive script that reads "Larry Rybacki". The signature is written in dark ink and is positioned below the typed name "Larry Rybacki".

Larry Rybacki

**CX 1190**

September 22, 2009

Dear Valued Customer,

The current market environment has been challenging to say the least and we truly appreciate and thank you for your continued business and support.

As market environments change, successful companies must react to ensure the needs of their customers as well as their business are being met.

In support of increased demand for domestic products, we are pleased to announce that McWane's domestic fittings and accessories sold under the Tyler Union or Clow Water brand names will now be available through Sigma.

McWane has made significant investments in its domestic manufacturing facilities to maintain an extensive fitting and accessory product line, produced in safe and environmentally compliant foundries. We are continuing to invest in our domestic business and will soon be announcing additional fitting and accessory items in the 36" – 48" size range.

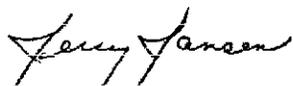
In light of this investment, effective October 1, 2009 McWane will adopt a program whereby our domestic fittings and accessories will be available to customers who elect to fully support McWane branded products for their domestic fitting and accessory requirements. This applies whether these products are purchased through Tyler Union, Clow Water or through Sigma. Exceptions are where Tyler Union or Clow Water products are not readily available within normal lead times or where domestic fittings and accessories are purchased from another domestic pipe and fitting manufacturer along with that manufacture's ductile iron pipe.

Customers who elect not to support this program may forgo participation in any unpaid rebates for domestic fittings and accessories or shipment of their domestic fitting and accessory orders of Tyler Union or Clow Water products for up to 12 weeks.

This program pertains only to domestic fittings and accessories. It does not apply to import or non-domestic fittings and accessories or to other McWane products such as pipe, valves, hydrants, restraints or valve boxes.

Please contact your local Tyler Union or Clow Water sales personnel for further information.

Sincerely,



Jerry Jansen  
National Sales Manager  
Tyler/Union



Scott Frank  
National Sales Manager  
Clow Water

**CX 1194**

R1

OEM DISTRIBUTION AGREEMENT

This Agreement is effective as of September 22, 2009, between McWane, Inc., a Delaware corporation, (hereinafter referred to as the "Company"), and Sigma Corporation ("Sigma").

WHEREAS, McWane is a manufacturer of AWWA ductile iron water works fittings and glands that are made in the United States ("Domestic Fittings") and are marketed under the Tyler, Union, Clow and Clow Water Systems brand names ("McWane Domestic Fittings"); and

WHEREAS, Sigma desires to become and McWane is willing to designate Sigma as an OEM distributor of McWane Domestic Fittings in accordance with the terms and conditions of this Agreement.

McWane and Sigma therefore agree as follows:

1. SCOPE:

a. Appointment.

McWane hereby appoints Sigma, and Sigma hereby accepts appointment, as an authorized OEM Distributor of McWane Domestic Fittings upon the terms and conditions of this Agreement.

b. Exclusivity. Sigma agrees that McWane shall be Sigma's sole and exclusive source for Domestic Fittings, with the exception that: (1) Sigma may purchase Domestic Fittings in the 30"- 48" diameter size range from other manufacturers so long as Sigma is the sole owner of the patterns for such Domestic Fittings, but only for resale to other domestic foundry manufacturers of ductile iron pipe and fittings; (2) If McWane does not own patterns for a particular Domestic Fitting, Sigma may purchase that Domestic Fitting from an alternative source, but only until such time as McWane acquires the pattern for that Domestic Fitting; and (3) Sigma may purchase Domestic Fittings from alternative sources on an order by order basis only if McWane cannot deliver McWane Domestic Fittings to the designated delivery point by the time specified in the order or within 30 days after the order has been received and processed by McWane, whichever occurs later.

c. Markets

Sigma may only resell McWane Domestic Fittings to: (1) American Cast Iron Pipe Company; and (2) Other customers, including distributors, contractors and fabricators, but excluding manufacturers of ductile iron pipe, that have agreed to purchase McWane Domestic Fittings as their sole source of Domestic Fittings when McWane Domestic Fittings are available at the time of order. McWane shall from time to time provide Sigma

with a list of customers who have not agreed to source their Domestic Fittings solely from McWane. Sigma agrees not to sell McWane Domestic Fittings to any customer so listed by McWane, or to any other customer who Sigma actually knows has purchased Domestic Fittings from a source other than McWane at any time during the previous 60 days. McWane reserves the unconditional right in its sole discretion to (i) call upon and sell McWane Domestic Fittings directly to any prospective customers or existing customers, (ii) investigate and resolve customer complaints, (iii) distribute sales and advertising information and (vii) perform other services. McWane reserves the right in its sole discretion to appoint or designate other distributors or representatives other than Sigma to sell McWane Domestic Fittings. RT

d. Pricing

McWane will sell McWane Domestic Fittings to Sigma at a discount of twenty percent (20%) off McWane's published distributor pricing in effect at the time the order is received by McWane. While Sigma may resell McWane Domestic Fittings at any price it deems appropriate, it is the unilateral policy of McWane not to appoint or continue any OEM distributor who resells McWane Domestic Fittings at a price less than 98% of McWane's published pricing on a weighted average basis for all customers and items sold during any given quarterly period, before rebates, freight and prompt payment discounts (the "Suggested Resale Price"), or who fails to establish a rebate program of 8% or greater for customers, excluding manufacturers of ductile iron pipe, who purchase more that \$200,000 annually of McWane Domestic Fittings or who stock McWane Domestic Fittings in the normal course of business. The determination of whether an OEM distributor has met these requirements shall be made in accordance with the formulas and method set forth in the attached Exhibit A. This agreement shall terminate immediately and without notice in the event that Sigma resells McWane Domestic Fittings at a price below the Suggested Resale Price, or fails to implement and maintain the Suggested Rebate for eligible customers; provided, however, that the Suggested Rebate shall not apply to customers who are domestic manufacturers of ductile iron pipe. McWane reserves the right to audit Sigma's compliance with this paragraph at any time through a third party chosen by auditor chosen by McWane.

e. Independent Contractor.

Sigma shall be conclusively deemed to be an independent contractor under this Agreement. Unless expressly provided to the contrary herein, all action taken by Sigma pursuant to this Agreement shall be at Sigma's own expense. Nothing herein contained shall constitute Sigma an agent of McWane for any purpose or authorize Sigma to assume or create any obligation or responsibility on behalf of or in the name of McWane. Neither Sigma nor McWane intend that this Agreement be construed as constituting a "franchise" or appointing Sigma as a "franchisee" for the purpose of any federal or state law regulating the rights and obligations of "franchisors" and "franchisees." Furthermore, it is expressly understood that Sigma has not paid and will not pay to McWane a franchise fee, and any monies which Sigma is required to pay to McWane shall conclusively be deemed to

constitute bona fide payments for tangible goods and services and not to constitute a "franchise fee." RT

## 2. TERMS AND CONDITIONS:

### a. Prices and Terms, Terms of Sale, Product Warranties and Limitations of Liability.

Payment terms on all orders shall be net 30 days with no discount. The minimum order shall be 10,000 pounds for immediate release in full pallet increments for each item. McWane will agree on an exception basis to accept orders in less than full pallet increments for each item; provided, however, that orders for less than full pallet increments may not exceed 20% of the total orders in any calendar quarter. There will be no freight charge for orders of 35,000 pounds or greater for immediate release to a single destination.

McWane's standard terms and conditions of sale are annexed to this Agreement as Exhibit B and are hereby incorporated by reference. Except as expressly stated herein, such terms and conditions of sale, as they may be amended from time to time by mutual agreement of the parties, together with any additional terms contained in McWane's invoices and order acknowledgments, shall govern the relationship between McWane and Sigma with respect to all items set forth in such terms and conditions of sale including without limitation terms of payment, prices, warranties, remedies and disclaimers, limitations of liabilities, shipping dates, payments, changes and drawings, cancellation, suspension, risk of loss and security, patent indemnity, taxes, compliance with statutes and regulations, governmental authorizations, general terms and conditions and quotation terms. Sigma agrees that, in connection with its sales of McWane Domestic Fittings to its customers, it will incorporate into its own terms and conditions of sale the same limitation of warranties and remedies that are set forth in Exhibit B.

### b. Sigma Independence.

Sigma will establish its own internal policies and procedures with regard to the management of its business, including by way of example and not by limitation: pricing, hiring, employee uniforms, hours and days of operation, and auditing of Sigma's financial records.

## 3. COVENANTS AND WARRANTIES OF SIGMA:

### a. Inventory.

Sigma agrees to carry at all times an inventory of McWane Domestic Fittings sufficient to provide adequate customer service. Sigma shall not be required to maintain any minimum inventory except to the extent necessary to meet the requirements of the preceding sentence, nor shall Sigma be required to make any minimum volume of

purchases within any given time period that does not correspond to the business's reasonable requirements. RT

b. Marketing Objectives.

Sigma shall recommend to McWane reasonable annual sales goals for McWane Domestic Fittings and reasonable specific annual objectives for key customer accounts, and also recommend to McWane an annual sales plan, to be reviewed quarterly. Sigma shall keep McWane informed, on at least a quarterly basis, as to any change in its sales, inventory or customer accounts that is likely to affect Sigma's performance under this Agreement.

c. Promotion and Advertisement.

Sigma shall use commercially reasonable efforts and facilities vigorously to promote, maintain and increase the sale of McWane Domestic Fittings by all legal and ethical means, including advertising and personal solicitation of customers, demonstration of models, processing of orders, relations with customers, and resolution of customer complaints, and identification of Sigma as a source of McWane Domestic Fittings in business listings, trade publications, directories, stationery and advertisements and through distribution of technical literature, catalogues, brochures and advertising matter provided by McWane. Without limiting the generality of the foregoing, Sigma shall:

(i) provide before and after sales information and assistance to customers in using McWane Domestic Fittings;

(ii) allow representatives of McWane at any reasonable time to examine Sigma's inventory of Domestic Fittings;

(iii) promptly report to McWane all suspected Product defects or safety problems and keep McWane informed of customer complaints, comments and suggestions concerning McWane Domestic Fittings; and

(iv) shall not oppose the inclusion of Buy American and other similar domestic content requirements that could affect sales of waterworks fittings in pending or existing legislation or regulations. Sigma will also not take any action designed to encourage the revocation or reduction of domestic content requirements in any existing laws, regulations, or specifications adopted by any federal, state or local governmental entity or any subdivision or affiliate thereof.

(v) take reasonable efforts to monitor its customer's sources of supply of Domestic Fittings, and shall notify McWane as soon as possible if Sigma becomes aware of any purchases of non-McWane Domestic Fittings by any such customer.

d. Service and Repair.

RT

Sigma shall provide or arrange for the provision of prompt and efficient service and repair of McWane Domestic Fittings sold by Sigma under original warranty. Sigma shall also deal with all customer inquiries and complaints related to McWane Domestic Fittings sold by Sigma, both before and after sale.

e. Financial Information.

McWane may from time to time request, and Sigma shall promptly furnish::

- (1) A letter from Sigma's lead banker stating that Sigma has sufficient financing for its day to day operations and that Sigma is not in default under any financing agreement; and  
Sufficient financial statements or additional information to enable McWane to determine Sigma's compliance with the requirements of paragraph 1d, above. Such information shall be provided to a third party auditor chosen by McWane, who shall confirm Sigma's compliance but shall otherwise maintain the confidentiality of Sigma's financial information

f. Confidential Information.

All price information and quotations received from McWane regarding McWane Domestic Fittings and customer lists and names which now or hereafter are in Sigma's possession, and all engineering data and other technical information which is furnished by McWane to Sigma, will be deemed to have been furnished in confidence and for use by Sigma only in connection with this Agreement. Sigma will take all reasonable steps to hold such information and data in confidence and to prevent the disclosure thereof to any other person without the prior written direction or approval of McWane. All such data and information will remain the property of McWane and upon the expiration or termination of this Agreement will be returned to McWane, or at McWane's election, destroyed. Sigma's obligations under this Paragraph will survive the expiration and termination of this Agreement.

McWane will take all reasonable steps to hold in confidence and to prevent the disclosure to any other person of any information provided by Sigma to McWane that Sigma designates in writing to be confidential; provided, however, that this obligation of confidentiality shall not apply to any information that is available publicly or that McWane has obtained from a source other than Sigma. McWane's obligations under this Paragraph will survive the expiration and termination of this Agreement.

g. Patents, Trademarks, and Trade Names.

This Agreement does not constitute a transfer of, or a license from McWane to Sigma to use, or for Sigma or its business to substantially associate itself with, any Company trademark or trade name or other trade names, trademarks, service marks, logos, or any related characterizations of McWane or any of its affiliates. Further, Sigma

RT

warrants that it and its business is not now and will not be substantially associated with any Company trademark or trade name or other trade names, trademarks, service marks, logos, or any related characterizations of McWane or its affiliates.

Sigma shall at all times:

(i) cooperate with McWane and use its best efforts to protect and preserve McWane 's good will with respect to McWane Domestic Fittings, and McWane 's and its affiliates' patents, trademarks and trade names;

(ii) not do anything or permit anything to occur which will infringe any patents or trademarks of McWane or its affiliates;

(iii) promptly inform McWane of any possible improper use by others of any patents, trademarks, trade names, service marks, or any related characterizations of McWane or its affiliates known to Sigma;

(iv) refrain from using promotional materials bearing the name, trademarks or trade names of McWane or its affiliates or part of any trademarks or trade names without prior written approval from McWane ; and

(v) refrain from using the name, trademarks or trade names of McWane or its affiliates on any Domestic Fittings or promotional materials not specifically authorized by McWane in writing.

h. Financial Independence:

As an independent contractor, Sigma is a financially independent entity, entirely distinct from McWane. Sigma warrants that it has other business or businesses and is not financially dependent on McWane. Sigma is not required to make any investments to participate in this Agreement, and neither Sigma nor McWane intend for there to be a community of interest in the marketing of goods or services between the two entities, and Sigma warrants that no community of interest currently exists or will come to exist. Furthermore, Sigma and McWane agree that McWane has no obligation to provide financial support to Sigma, and Sigma will neither request nor accept loans from McWane.

4. COVENANTS OF MCWANE:

a. Sales Support.

McWane shall make available to Sigma such field sales personnel as it may deem appropriate to provide support in the sale of McWane Domestic Fittings. Any employee of McWane performing support service for Sigma shall be free to contact any of McWane's or Sigma's customers to demonstrate and promote McWane Domestic Fittings. McWane shall not, however, exercise any control over Sigma's hiring and training of employees or

RT

setting of internal operating procedures.

b. Literature.

McWane will make available to Sigma at McWane's cost reasonable amounts of authorized sales literature and promotional material, but only upon the request of Sigma.

5. REPACKING OR RELABELING:

Sigma shall not relabel any McWane Domestic Fittings prior to sale without written consent from McWane. Sigma shall not remove, alter, or modify warning labels affixed by McWane to McWane Domestic Fittings prior to delivery to the final purchaser. McWane will provide Materials Safety Data Sheets and Warning Labels as required to comply with OSHA's Hazard Communications Standard (29 C.F.R.1910.1200). It is Sigma's responsibility to ensure that each of its customers is furnished with copies of applicable Materials Safety Data Sheets with the first shipment to every customer and any updated Materials Safety Data Sheets thereafter, and to affix appropriate Warning Labels to any McWane Domestic Fittings shipped by Sigma.

6. TERM AND TERMINATION:

a. Term.

The initial term of the Agreement will be one year, commencing on September 17, 2009 and expiring on September 16, 2010. This Agreement will be automatically renewed for additional consecutive terms of one year each, on the same terms and conditions. Notwithstanding the preceding sentence, either of the parties to this Agreement may terminate this agreement with or without cause by giving the other one hundred eighty (180) days advance written notice, and in such case the Agreement will terminate 180 days after such notice has been sent.

b. Additional Termination Rights.

McWane may cancel this Agreement immediately upon written notice for any of the following reasons:

(i) a violation of any of the terms of this Agreement, including without limitation any sales of McWane Domestic Fittings or other activities by Sigma that violate any of the provisions this Agreement; provided, however, that upon the first occurrence of a violation other than a violation of paragraph 1 d, Sigma shall have thirty (30) days from the date of occurrence to cure such violation to McWane's satisfaction. Sigma shall have no opportunity to cure any subsequent violations of that or any other provision of this Agreement before McWane may declare a default;

RT

(ii) any attempt by Sigma to represent that this Agreement constitutes a license from McWane to Sigma or that Sigma is in any way licensed to use any Company trademark or trade name, service mark or any related characterizations of McWane or its affiliates; or to make, use or sell any patented invention of McWane or its affiliates or to divulge any trade secrets of McWane or its affiliates without specific written authorization by McWane ; any use of the trademarks, trade names or related characterizations of McWane or its affiliates on any of Sigma's McWane Domestic Fittings or the transmittal of any trade secrets of McWane or its affiliates that are not specifically authorized in writing by McWane ;

(iii) Sigma's failure to promptly pay McWane's invoices in accordance with McWane's Standard Terms and Conditions of Sale as amended from time to time;

(iv) Sigma's becoming insolvent or bankrupt or attempting or making assignments for the benefit of its creditors; any appointment of a trustee or receiver for any substantial part of Sigma's assets;

(v) any purported assignment of this Agreement by Sigma without McWane's prior written consent; any change in ownership or control of Sigma or Sigma's business without McWane's prior written consent;

(vi) any conviction of any offense punishable by a term of imprisonment in excess of one year and related to the business of Sigma;

(vii) any breach of the representations and warranties of Sigma made to McWane in connection with this Agreement;

(viii) any failure to act in good faith and in a commercially reasonable manner in carrying out the terms of this Agreement; or

(viii) Sigma's abandonment of its rights under this Agreement.

All determinations as to the occurrence of any of the foregoing events shall be in McWane's sole discretion.

d. Sales after Termination.

The acceptance of any order from, or the sale of any McWane Domestic Fittings to Sigma after termination of this Agreement shall not be construed as a renewal or an extension hereof, nor as a waiver of termination.

e. Repurchase of McWane Domestic Fittings.

If this Agreement is terminated, McWane will have the option, but not the obligation, to repurchase from Sigma any or all McWane Domestic Fittings then in Sigma's inventory

RT

that have not been specifically identified to a resale contract at the time of termination. All such returns shall be governed by McWane's return policy, as announced from time to time in McWane's discretion. In addition, the price which McWane shall pay for such McWane Domestic Fittings will be the original cost to Sigma, less an adjustment for obsolescence and physical condition. Any inventory for which Sigma wishes credit consideration must be identified within thirty days after the effective date of termination of this Agreement. All such inventory must be received by McWane at McWane's offices, freight prepaid, before any credit will be due.

f. No Termination Compensation.

Sigma agrees that on termination of this Agreement, with or without cause, McWane will not be liable for any termination compensation whatsoever, whether based on good will established, clientele-created expenditures incurred or investments made by Sigma or otherwise.

g. Change of McWane Domestic Fittings.

McWane will have the right at all times without notice to cease to manufacture and sell, to supersede, or to withdraw from this Agreement any or all of McWane Domestic Fittings for business reasons sufficient to McWane, without any liability on the part of McWane to Sigma.

h. Use of McWane Name.

Upon termination of this Agreement, Sigma will not be entitled to use the trade names or trademarks of McWane or its divisions or affiliates for any purpose whatsoever, and shall return all unused sales materials to McWane.

7. LIMITATIONS:

In no event shall McWane or any of its affiliates be liable to Sigma or any other person for incidental, consequential or punitive damages in connection with the negotiation, execution, performance, breach or termination of this Agreement, or any act or omission undertaken hereunder.

8. MISCELLANEOUS:

a. Agreement.

This Agreement, the Exhibits hereto and McWane's Standard Terms and Conditions of Sale contain and constitute the entire agreement of the parties and cancel all prior agreements between the parties, oral or written, related to the subject matter hereto. This Agreement may not be modified except by an instrument in writing executed by both parties. In the event of a conflict within the provisions of this Agreement and McWane's

RT

Standard Terms and Conditions of Sale, the former shall prevail. No terms and conditions of Sigma shall be deemed to have any force and effect unless agreed to by McWane in a written agreement signed by a vice president and general manager of McWane, even if such terms shall be contained in any purchase order or other document submitted to McWane.

b. No Assignment.

This Agreement shall be binding upon and shall be for the benefit of the parties and their respective heirs, successors and assigns. McWane may assign all or part of its rights and delegate all or part of its duties described in this Agreement by giving written notice thereof to Sigma. As this Agreement requires the performance of personal services by Sigma, Sigma may not assign any right or delegate any duty described in this Agreement and no person may succeed to the rights and obligations of Sigma hereunder, by merger or otherwise, without McWane's prior written consent, and any purported assignment without such consent shall be void.

c. Relationship.

This Agreement will not make either party the agent or legal representative of the other for any purpose and Sigma will not transact any business or make any promises or representations in McWane's name or on McWane's behalf. It is intended that this Agreement establish only a seller-purchaser relationship between McWane and Sigma.

d. Language.

All correspondence pertaining to this Agreement or to any matter covered by this Agreement will be in the English language.

e. Dispute Resolution. As used herein, "Disputes" shall include all actions, disputes, claims, counterclaims or controversies including, without limitation, any claim based on, or arising from, an alleged tort or contract.

(1) Conciliation. The resolution of any Dispute between the parties related to the termination of this Agreement for cause other than a Dispute arising from a termination related to Sigma's breach of its obligations under paragraph 1d shall first be attempted by consultation among the parties hereto. The claiming Party (the "Claimant") shall promptly notify the other Party (the "Respondent") in a dated notice that a dispute has arisen and describe the nature of the dispute. Each party shall designate a "Representative," who shall endeavor to resolve such Dispute. The Representatives shall thereafter meet and confer at mutually agreeable time and place and negotiate in an effort to resolve the dispute without the necessity of any formal proceeding.

RT

(2) Any Dispute arising from a termination related to Sigma's breach of its obligations under paragraph 1d shall be submitted by the parties to mediation in accordance with the then current Model Procedure for Mediation of Business Disputes of the Center for Public Relations. The parties agree to bear equally the costs of the mediator or panel of mediators for such mediation. The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days.

(3) **Mandatory Arbitration of Disputes.** Any Dispute referenced in paragraph 8 e (1) and (2) above that cannot be resolved through consultation or mediation within thirty (30) days after the date of such notice of Dispute (subject to any extensions mutually agreed upon by the parties in writing), and all other Disputes related to or arising from or under this Agreement shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association ("AAA"). Defenses based on statutes of limitation, estoppel, waiver, laches and similar doctrines, that would otherwise be applicable to an action brought by a party, shall be applicable in any such arbitration proceeding, and the commencement of an arbitration proceeding with respect to this Agreement shall be deemed the commencement of an action for such purposes.

(4) **Selection of Arbitrator.** Whenever arbitration is required under this paragraph 8e, the arbitration tribunal shall consist of three (3) arbitrators, none of whom may have or have had any prior commercial, employment, or financial relationship with either party, and all of whom must be currently listed on AAA's National Roster of Commercial Arbitrators. The Claimant shall appoint one (1) arbitrator, the Respondent shall appoint one (1) arbitrator, and the two (2) arbitrators so appointed shall appoint a third arbitrator. If the Claimant and the Respondent fail to appoint one (1) arbitrator, or the two (2) arbitrators appointed fail to appoint the third arbitrator within the time period set by the then effective Rules, the relevant appointment shall be made in accordance with Rule 11 of the Rules. The panel of arbitrators shall determine the resolution of the Dispute.

(5) **Place of Arbitration.** Whenever an arbitration is required, such arbitration shall be conducted in Birmingham, Alabama. The arbitrators shall apply the internal laws of the State of Alabama, without giving effect to any choice of law provision or rule that would cause the application of the laws of any other jurisdiction. Each party consents to the exclusive jurisdiction of the courts of the State of Alabama over any challenges to arbitration hereunder.

PT

(6) Miscellaneous. Any arbitration questions arising under this Agreement shall be governed in accordance with Title 9 of the U.S. Code. The provisions of this paragraph 8e shall survive any termination, amendment or expiration of the Agreement in which this paragraph 8e is contained, unless the parties otherwise expressly agree in writing. In the event of any Dispute governed by this paragraph 8e, each of the parties shall pay all of its own expenses, and, subject to the award of the arbitrators, shall pay an equal share of the arbitrators' fees. The arbitrators shall have the power to award recovery of all costs and fees (including attorneys' fees, administrative fees, arbitrators' fees and court costs) to the prevailing party or that party which substantially prevails. This paragraph 8e may be amended, changed or modified only by the express provisions of a writing which specifically refers to this paragraph and which is signed by all the parties hereto.

(7) Basis for Arbitration. The parties hereto agree that the subject matter of this Agreement and any transactions that may be entered in connection herewith both involve and affect interstate commerce within the meaning of the commerce clause of the United States Constitution. This Agreement shall be irrevocable and is binding upon the parties and is subject to being specifically enforced.

f. Amendments.

This Agreement shall not be discharged, extended, amended or modified in any way, except by an agreement in writing signed by duly authorized representatives of both parties hereto.

g. Waiver.

Failure of either party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed to be a waiver of such provisions or of the right of such party hereafter to enforce each and every such provision.

h. Severability.

Should any clause under this Agreement be declared to be invalid, such declaration shall not affect the validity of any of the other clauses of this Agreement.

i. Governing Law.

This Agreement shall be construed and the rights of the parties hereunder shall be determined in accordance with the internal laws of the State of Alabama (excluding conflicts of laws principles).

j. Notices.

All notices to be given hereunder shall be in writing and personally delivered or sent by certified or registered mail, return receipt requested, to:

RT

Sigma Corporation:

McWane, Inc:

11910 CR 492  
Tyler, TX 75706

Attn: Vice President and General Manager

Facsimile No.: (903) 882-2347

with copies to:

McWane, Inc.  
2900 Highway 280 Ste 300  
Birmingham, AL 35223  
Attn: James M. Proctor, General Counsel  
Facsimile No.: 205-414-3170

k. Headings.

The descriptive phrases at the head of the various paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and in no way are intended to define, limit, or describe the scope or intent of the particular paragraph to which they refer.

l. Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which will be effective as of the date first set forth above.

MCWANE, INC.

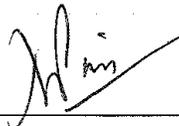
By: 

Name: RICHARD TATMAN

PT

Title: UP & GM Tyler Union

SIGMA CORPORATION

By: 

Name: VICTOR PAIS

Title: President

RT

EXHIBIT A

The formula for Computing Sigma's compliance with paragraph 1d is as follows:

Item	Customer	List Price	Published Multiplier	Qty	Sales @ List	Invoiced Amount	% of Published
1	A	\$100	0.43	17	\$731.00	\$725.15	99.20%
2	A	\$250	0.53	23	\$3,047.50	\$3,047.50	100.00%
3	A	\$400	0.53	14	\$2,968.00	\$2,890.83	97.40%
4	A	\$750	0.70	6	\$3,150.00	\$3,064.95	97.30%
1	B	\$100	0.43	12	\$516.00	\$509.29	98.70%
2	B	\$250	0.53	19	\$2,517.50	\$2,496.10	99.15%
3	B	\$400	0.53	12	\$2,544.00	\$2,544.00	100.00%
4	B	\$750	0.70	5	\$2,625.00	\$2,525.25	96.20%
1	C	\$100	0.43	23	\$989.00	\$989.00	100.00%
2	C	\$250	0.53	15	\$1,987.50	\$1,987.50	100.00%
3	C	\$400	0.53	9	\$1,908.00	\$1,888.92	99.00%
4	C	\$750	0.70	4	\$2,100.00	\$2,064.30	98.30%
Total for Period					\$25,083.50	\$24,732.80	98.60%

Sales data should include all items sold to each customer for the period. The above data is just for example purposes on how the actual % of Published Pricing should be calculated.

PT

**Exhibit B**

Attached are McWane's terms and conditions for sales of McWane Domestic Fittings:

**TERMS AND CONDITIONS OF SALE**  
McWane, Inc.

1. **ENTIRE AGREEMENT.** McWane, Inc., agrees to sell the goods covered herein (the "Goods") to Buyer on the following terms and conditions of sale (the "Terms and Conditions") which supersede any other or inconsistent terms of Buyer. This contract constitutes the entire agreement between parties with respect to the Goods, and this Agreement may not be modified, amended or waived in any way except in writing signed by an authorized representative of Seller. No representation, promise or term not set forth herein has been nor may be relied upon by Buyer. All references by Seller to Buyer's specifications and similar requirements are only to describe the products and work covered hereby and no warranties or other terms therein shall have any force or effect.
2. **QUOTATIONS.** Where this form is used by Seller to place a bid, the quotation stated herein is for prompt acceptance and is subject to change and/or withdrawal without notice. Prompt acceptance of all quotations and adherence to delivery schedules are material terms of the bid and any subsequent agreement. In cases where freight allowance is included in the quotation, Buyer is liable for any rate increase and/or additional expense over the calculated allowance resulting from compliance with Buyer's shipping instructions.
3. **ACCEPTANCE.** This order shall not be binding upon Seller until accepted by an authorized representative of Seller at its home office. Acceptance of orders, whether oral or written, is based on the express condition that Buyer agrees to all of these Terms and Conditions. Acceptance of delivery by Buyer will constitute Buyer's assent to these Terms and Conditions in their entirety.
4. **DELIVERY.** All prices are F.O.B. Seller's plant, unless otherwise specified by Seller. All shipping dates are approximate, and any time period indicated for a shipment shall not commence until receipt of Seller's information. Acceptance of shipment by designated shipper, allocation of Goods to Buyer at premises other than Seller's, delivery to Buyer's representative or designee, or mailing of an invoice to Buyer, whichever first occurs, shall constitute tender of delivery. Upon tender of delivery, title shall pass to Buyer, subject to Seller's right of stoppage in transit and to any interest of Seller reserved to secure Buyer's payment or performance, irrespective of any freight allowance or prepayment of freight.

PT

Goods held subject to Buyer's instructions, Goods for which Buyer has failed to supply shipping instructions, or in any case where Seller, in its sole discretion, determines any part of the Goods should be held for Buyer's account, Seller may invoice the Goods and Buyer agrees to make payment at the maturity of the invoice rendered. Goods invoiced and held at any location for whatever reason shall be at Buyer's risk and Seller may charge for (but is not obligated to carry) insurance, storage and other expenses incident to such delay at its prevailing rates. Partial deliveries shall be accepted by Buyer and paid for at contract prices and terms. When Buyer has declared or manifested an intention not to accept delivery, no tender shall be necessary but Seller may, at its option, give notice in writing to Buyer that Seller is ready and willing to deliver and such notice shall constitute a valid tender of delivery. In no event shall Buyer be entitled to make any deduction from any payment due hereunder by reason of loss or damage in transit. Upon the written request of Buyer, Seller, at its sole discretion, may agree as a service to Buyer to process Buyer's claim against the carrier for any loss or damage in transit, provided that such claim is received by Seller within five (5) days of the receipt of Goods. Any such claims must be accompanied by a delivery receipt, signed by carrier's agent at time of delivery, on which receipt the loss or damage has been noted. In the absence of directions, goods will be shipped by the method and via carrier Seller believes dependable. Delivery by truck will be made to nearest points reasonably accessible by truck as determined by the driver. Buyer will furnish and pay for necessary labor to unload and store Goods. Buyer shall note loss or damage on truck shipments upon delivery ticket returned to Seller. All materials received from Seller must be counted upon receipt and compared to the Seller's packing list. Any shortage must be noted on the carrier's official freight bill and be confirmed with the signature of the driver representing the delivering carrier. A copy of the freight bill listing the shortage must be forwarded to Seller within three working days to receive credit for any shortage. If the freight bill is signed without exception, the packing list will be deemed correct and no shortage claim will be honored. Contact Seller's sales correspondent immediately if no packing list is present.

5. TERMS OF PAYMENT. Terms to Buyers whose credit has been approved in writing by Seller are specified on the face of the applicable invoice. Seller shall have the right to make partial shipments. If, at any time or for any reason, Seller shall have cause to question Buyer's ability to perform, Seller may demand such assurances of Buyer's performance as Seller shall deem necessary in its discretion, including payment in advance for all shipments. If Buyer fails within 10 days of Seller's demand to provide Seller with such assurance, Seller shall be entitled to cancel any order then outstanding, receive reimbursement for its reasonable and proper cancellation charges and may proceed to collect, without limitation, any sums due and owing, its reasonable cancellation charges and all damage resulting from Buyer's default. In the event of bankruptcy or insolvency of

RT

Buyer, or in the event of any proceeding brought against Buyer, voluntarily or involuntarily, under bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time and shall receive reimbursement for its reasonable and proper cancellation charges. If Buyer fails to make payment for the Goods when due, Buyer's account shall be deemed delinquent and Buyer shall be liable to Seller for a service charge of eighteen percent (18%) per annum or the maximum allowed by law, whichever is greater, on any unpaid amount. Buyer shall be liable to Seller for all costs and expenses of collection, including court costs and reasonable attorney's fees.

6. CANCELLATION, CHANGES AND RETURNS. This order is not subject to cancellation, change or return unless agreed to in writing by an authorized representative of Seller. At Seller's option, Buyer may be charged for any costs incurred by Seller prior to or as a result of such cancellation, change or return. In this event, the seller shall be entitled to revise its prices and delivery dates to reflect such change. When Seller's agreement is obtained, Seller will accept returned material for credit if, in its sole discretion, it finds such material to be standard stock and in good condition. Such credit shall be the invoice price less 25% on acceptable goods, and less all shipping and handling charges. In all other cases, the credit in Seller's sole discretion shall be the scrap value of the Goods, less shipping and handling charges.

7. DELAY IN OR PREVENTION OF PERFORMANCE. Seller shall not be liable for any expense, loss or damage resulting from delay in delivery or prevention of performance caused by fires, floods, acts of God, strikes, labor disputes, labor shortages, lack of or inability to obtain materials, fuels, supplies or equipment, riots, accidents, transportation delays, acts or failures to act of any government or of Buyer, or any other cause whatsoever, provided that such cause is beyond the reasonable control of Seller; and Seller shall have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price to reflect increases occasioned by such delay. Acceptance by Buyer of any Goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such Goods. If delivery is delayed or interrupted for any such cause, Seller may store the Goods at Buyer's expense and risk, and Seller may charge Buyer a reasonable storage rate. If Seller is delayed in proceeding with production or otherwise because it is awaiting Buyer's approval or acceptance of designs, drawings, prints, engineering or technical data, or is awaiting Buyer's approval or acceptance of the Goods, Seller shall be entitled to an adjustment in price commensurate with any increase in Seller's cost of production and any other losses and expenses incurred by Seller attributable to such delays.

8. DEFERRED DELIVERY. Any deferred delivery request by Buyer shall be subject to Seller's written approval. If such approval is given, Seller shall have the right to charge Buyer for the completed portion of the order and to warehouse all completed Goods at Buyer's

25

expense and risk of loss. Seller also reserves the right, at its option, as to any uncompleted portion of the order to cancel said uncompleted portion in accordance with Paragraph 6 above, or to revise its prices and delivery schedules on the portion not completed to reflect its increased costs and expenses attributable to the delay.

9. WARRANTY AND LIMITATION OF LIABILITIES AND BUYER'S REMEDIES. Seller warrants that the Goods delivered hereunder will be of the kind described in the within agreement and shall be free from defects in material and workmanship under conditions of normal use. Seller reserves the right to make any modifications required by production conditions to the information set forth in Seller's catalogues and advertising literature. Seller shall not be liable or responsible, however, for (A) any defects attributed to normal wear and tear, erosion or corrosion or improper storage, use or maintenance, or (B) defects in any portion or part of the Goods manufactured by others. If (B) above is applicable, Seller will, as an accommodation to Buyer, assign to Buyer any warranties given to it by any such other manufacturers. Any claim by Buyer with reference to the Goods for any cause shall be deemed waived by Buyer unless submitted to Seller in writing within ten (10) days from the date Buyer discovered, or should have discovered, any claimed breach. Buyer shall give Seller an opportunity to investigate.

Provided that Seller is furnished prompt notice by Buyer of any defect and an opportunity to inspect the alleged defect as provided herein, Seller shall, at its option and in its sole discretion either: (i) repair the defective or non-conforming Goods, (ii) replace the nonconforming Goods, or part thereof, which are sent to Seller by Buyer within sixty days after receipt of the Goods at Buyer's plant or storage facilities, or (iii) if Seller is unable or chooses not to repair or replace, return the purchase price that has been paid and cancel any obligation to pay unpaid portions of the purchase price of nonconforming Goods. In no event shall any obligation to pay or refund exceed the purchase price actually paid. Repair and/or replacement as provided above shall be at Seller's plant and shipped FOB Plant unless otherwise agreed to by Seller. Transportation charges for the return of the Goods or part thereof to Seller shall be prepaid by Buyer unless otherwise agreed to by the Seller in writing. Seller shall, in no event, be responsible for any labor, removal or installation charges that may result from the above-described repair and/or replacement of any Goods. The foregoing warranty does not cover failure of any part or parts manufactured by others, the failure of any part or parts from external forces, including but not limited to earthquake, installation, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism or frost heave. The exclusive remedy of Buyer and the sole liability of Seller, for any loss, damage, injury or expense of any kind arising from the manufacture, delivery, sale, installation, use or shipment of the Goods and whether based on contract, warranty, tort or any other basis of recovery whatsoever, shall be, at the election of Seller, the remedies described above. The foregoing is intended as a

RT

complete allocation of the risks between the parties and Buyer understands that it will not be able to recover consequential damages even though it may suffer such damages in substantial amounts. Because this Agreement and the price paid reflect such allocation, this limitation will not have failed of its essential purpose even if it operates to bar recovery for such consequential damages.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY LAW. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, SHALL SELLER BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF USE OF THE GOODS OR OTHER PROPERTY EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, DOWNTIME, OR THE CLAIMS OF BUYER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES. SELLER SHALL NOT BE LIABLE FOR AND BUYER AGREES TO INDEMNIFY SELLER FOR ALL PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LIABILITY RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER.

In any contract by Buyer for resale of goods, buyer shall effectively disclaim, as against Seller, any implied warranty of merchantability and all liability for property damage or personal injury resulting from the handling, possession or use of the Goods, and shall exclude, as against Seller, any liability for special or consequential damages.

10. PATENTS. If any claim is made against Buyer based on a claim that any of the Goods constitute an infringement of any U.S. Letter Patent, Buyer shall notify Seller immediately. Seller shall have the right, with Buyer's assistance, if required, but at Seller's expense, to conduct settlement negotiations of any litigation. If any of the Goods are held to infringe any U.S. Letter Patent, and their use is enjoined or, if as a result of a settlement, Seller deems their continued use unadvisable and provided that Buyer has given Seller the immediate notice provided for above and has used the Goods only in accordance with the provisions of this order and shall not have altered or changed them in any material way, Seller shall, at its option and expense, procure for Buyer the right to continue using the Goods, modify the Goods so that they become non-infringing, replace the Goods with non-infringing Goods of substantially equal quality, or replace the Goods and refund the purchase price, less reasonable depreciation. The foregoing states Seller's entire liability for patent infringement.

12. ARBITRATION; DISPUTE RESOLUTION; PRESERVATION OF FORECLOSURE REMEDIES. At the option or election of Seller, any dispute, claim or controversy ("Dispute") between Seller or Buyer relating to the transactions contemplated by this agreement, including without limitation any claim based on or arising from an alleged tort, shall be resolved by binding

PT

arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). Defenses based on statutes of limitation and similar doctrines shall be applicable in any such proceeding, and the commencement of an arbitration proceeding under this Agreement shall be deemed the commencement of an action for such purposes. The arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. Each Seller and Buyer shall designate, within thirty (30) days of the receipt of the list of potential arbitrators, one of the potential arbitrators to serve, and the two arbitrators so designated shall select a third arbitrator from the eight remaining candidates.

13. WAIVER. No delay or failure by Seller to exercise any right or remedy under these Terms and Conditions shall be construed to be a waiver thereof. Waiver by Seller of any breach shall be limited to the specific breach so waived and shall not be construed as a waiver of any subsequent breach of this order or any rights hereunder without the prior written consent of Seller. This Agreement, and the Terms and Conditions contained herein, are enforceable, however, against the successors and assigns of Buyer.

14. ASSIGNMENT. Buyer may not assign this order or any rights hereunder without the prior written consent of seller. This agreement and the Terms and Conditions contained herein, are enforceable, however, against the successors and assigns of Buyer.

15. TAXES. Seller's prices do not include sales, use, excise or other similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future such tax shall be paid by Buyer, or in lieu thereof, Buyer shall provide Seller with all tax-exemption certificates required by the taxing authorities, at the time of sale.

16. CUMULATIVE NATURE OF REMEDIES. All remedies of Seller set forth herein shall be cumulative and shall be in addition to any other remedies available to Seller, whether at law, equity or otherwise.

# CX 1209

**From:** Rick Tatman <rtatman@tylerunion.com>  
**Sent:** Monday, February 23, 2009 4:52 PM  
**To:** McCullough, Leon (McWane Executive Vice President) <lmccullough@clowvalve.com>; Rick Tatman <rtatman@tylerpipe.com>; Walton,Thomas (McWane Sr. Vice President) <twalton@MH-Valve.com>; 'Jansen, Jerry' <jjansen@tylerpipe.com>  
**Cc:** Vore, Mike (Oskey National Sales Manager) <mvore@clowvalve.com>  
**Subject:** RE: Buy American

---

Leon,

Jerry and I discussed this.....

At this point we have no reasonably accurate method to estimate the impact the Stimulus spending will have on fittings sales. To our knowledge none of the agencies such as AWWA have gone public with an estimate on the incremental amount of Waterworks activity tied to Stimulus spending. We also don't have a firm read on whether Metalfit product would qualify giving HDS a supply outlet.

Everyone in the industry including HD Supply is in that same boat. Although we don't know if it's a 10% factor or a 50% factor we do know that it's not zero. In terms how Stimulus spending will affect HD Supply's thought process..... not having a firm number isn't all bad at this point as without that knowledge they can't calculate the \$ impact to their business if our Domestic rebate drops from 12% to 0% and therefore probably can't risk cutting us off.

*Richard (Rick) Tatman*

VP&GM Tyler/Union  
 McWane Waterworks Fittings Division  
 (903) 882-2440  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)

---

**From:** McCullough, Leon (McWane Executive Vice President) [mailto:lmccullough@clowvalve.com]  
**Sent:** Monday, February 23, 2009 2:50 PM  
**To:** Rick Tatman; Walton,Thomas (McWane Sr. Vice President); Jansen, Jerry  
**Cc:** Vore, Mike (Oskey National Sales Manager)  
**Subject:** Buy American

If 15% of the fitting market is historically domestic is there any way to tell in advance what the Buy American language will increase this to over the next 2-3 years. If no gauge is available what is a logical guess, 50%?

If 50% is a close approximation can we leverage our domestic fittings and require our distributors to buy 50% of their non domestic fittings from Tyler/Union.

This is in the same vain as we have been reviewing with HDS.

We need to leverage our domestic position while not driving a wedge between ourselves and our customers as this Buy American requirement will not last forever

Your thoughts?

Leon

**CX 1278**

**Jennifer McDaniel**

---

**From:** Rick Tatman [rtatman@tylerunion.com]  
**Sent:** Thursday, February 19, 2009 4:19 PM  
**To:** Thomas Walton; Leon McCullough  
**Subject:** Jan DIFRA

FYI,

Two of the DIFRA members haven't yet reported January data. I know one is Sigma and most likely the other is Star.

Per Brakefield, he suspects there may be some hard feelings over the Buy American provision.

Off the record Tom would like to see the organization continue so he may lend some support.

I'll also start working the issue through the formal channels using Wood Herron of Bradley Arant

*Richard (Rick) Tatman*

VP&GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-2440  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)

**CX 1291**

**From:** Walter Florence [wflorence@frontenac.com]  
**Sent:** Monday, January 14, 2008 12:16:56 PM  
**To:** M4-BFA  
**Cc:** Ron Kuehl  
**Subject:** FW: From Craig: TYLER/UNION NEW price increase letter  
**Attachments:** 20080114102950625.pdf  
**Importance:** High

Guys -

One of the items I wanted to follow up on when life has returned to normal for Jeff and when Victor is back from travels is the investor/board reporting package. Beyond the basic financial statements which were in good shape for the last board meeting and I know Jeff is working hard on, I personally found the STM report to be very useful during our due diligence. It communicated trends in price, volume and gave insights into the various regions highlighting operational successes and differences.

As a board, I'd like to make sure we keep track of whether these price increases are sticking or whether we (and competitors) are giving it all back in lower multipliers. Seems like an important driver of our and the industry's success this year will be tied to doing what we can to make this stick.

Anyway, Jeff and Victor, perhaps you can give some more thought to how we best track this and the other key operating metrics (like inventory turns) and report on it at the board level.

Best regards,  
Walter

-----Original Message-----

**From:** CS1 (Craig Schapiro - CRM) [mailto:CS1@sigmaco.com]  
**Sent:** Monday, January 14, 2008 9:50 AM  
**To:** SIGALL  
**Subject:** From Craig: TYLER/UNION NEW price increase letter  
**Importance:** High

Interesting new slogan added on top, only since they have started sourcing overseas, I guess....

Craig Schapiro  
SIGMA Corporation  
cs1@sigmaco.com  
800-999-2550 x238  
fax (609) 758-1158

-----Original Message-----

**From:** CS1 [mailto:cs1@sigmaco.com]  
**Sent:** Monday, January 14, 2008 10:30 AM  
**To:** CS1 (Craig Schapiro - CRM)

CX 1291-001

SIG - 0053145  
Confidential  
FOIA Exempt

Subject:

This E-mail was sent from "RNPAE6C16" (Aficio 3035).

Scan Date: 01.14.2008 10:29:50 (-0500)

CX 1291-002

SIG - 0053146  
Confidential  
FOIA Exempt



January 11, 2008

RE: Pending Price Change for Utility Fittings and Accessories

Dear Valued Customer,

Due to continued rising costs, especially within our off-shore operations, we find it necessary to increase pricing on Utility Fittings and Accessories.

As per our prior letter of October 5, 2007, we will adjust pricing by increasing multipliers while retaining our current List Price, LP-5072. Letters stating the new region specific multipliers will be mailed January 18, 2008. The increase will be 10% to 12% above the current prevailing multiplier levels on Blended Fittings and Accessories and 3% to 5% on Domestic Fittings effective February 18, 2008.

To help our distribution customers better manage their inventory valuations and compete on a more level playing field, it is our intention going forward to sell all products only off the newly published multipliers. We will continue to monitor the competitive environment and adjust regional multipliers as required to provide you with competitive pricing.

All annual municipal bid contracts will be honored per the terms of the contract. Jobs quoted prior to this announcement will be honored through March 1, 2008, with acceptable documentation provided to your local Tyler/Union sales representative.

If the current inflationary trends continue as forecasted, we anticipate the need to announce another multiplier increase within the next six months. However, we will only do so as conditions require.

We thank you for your business and as always we remain committed to providing you with quality products and service at competitive prices.

Sincerely,



Jerry Jansen  
National Sales Manager

CX 1291-003

SIG - 0053147  
Confidential  
FOIA Exempt

**CX 1331**

**Shana Gerson**

---

**From:** Laura Alvey [LAlvey@TylerPipe.com]  
**Sent:** Friday, February 16, 2007 4:05 PM  
**To:** Margaret Powell  
**Subject:** 2006 McWane DIFRA Report.xls  
**Attachments:** 2006 McWane DIFRA Report.xls

**Importance:** High

Margaret,

Attached is the McWane 2006 DIFRA Report.

Thanks,  
Laura Alvey

**Ductile Iron Pipe Research Association  
Schedule of Ductile Iron Fittings of Tons Shipped  
For the Year Ended December 31, 2006**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>
<b>Compact</b>													
3"-12"													
Mechanical Joint	2,540	3,374	3,110	2,671	3,321	3,452	2,653	3,337	2,185	1,994	1,485	1,641	31,763
Push-On Joint	182	274	205	162	211	229	197	231	160	145	132	166	2,294
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
14"-24"													
Mechanical Joint	456	420	529	411	455	523	436	538	468	332	308	285	5,161
Push-On Joint	4	8	2	17	6	10	7	0	21	10	(3)	9	91
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Over 24"													
Mechanical Joint	13	29	6	23	37	32	46	50	37	14	13	3	303
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Compact Total</b>	<b>3,195</b>	<b>4,105</b>	<b>3,852</b>	<b>3,284</b>	<b>4,030</b>	<b>4,245</b>	<b>3,339</b>	<b>4,156</b>	<b>2,871</b>	<b>2,495</b>	<b>1,935</b>	<b>2,104</b>	<b>39,611</b>
<b>Full Body</b>													
3"-12"													
Mechanical Joint	204	240	292	219	263	295	265	235	215	150	151	127	2,656
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	0	0	0	3	1	4	1	4	1	0	0	0	14
14"-24"													
Mechanical Joint	135	97	129	119	100	94	74	101	95	77	74	79	1,174
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	15	(1)	0	5	16	16	3	2	0	0	0	4	60
Over 24"													
Mechanical Joint	23	4	38	19	56	76	22	39	49	24	17	29	396
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	0	0	0	0	33	23	1	10	0	0	1	0	68
<b>Full Body Total</b>	<b>377</b>	<b>340</b>	<b>459</b>	<b>365</b>	<b>469</b>	<b>509</b>	<b>366</b>	<b>391</b>	<b>360</b>	<b>251</b>	<b>243</b>	<b>239</b>	<b>4,369</b>
<b>Special Fittings</b>													
3"-12"													
Flanged Joint	339	365	375	368	408	423	320	390	309	333	244	203	4,076
Grooved Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
14"-24"													
Flanged Joint	93	72	93	99	89	95	71	119	109	114	93	95	1,142
Grooved Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Over 24"													
Flanged Joint	9	16	5	7	10	12	9	6	6	1	6	9	96
Grooved Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Special Fittings Total</b>	<b>441</b>	<b>453</b>	<b>473</b>	<b>474</b>	<b>507</b>	<b>529</b>	<b>399</b>	<b>515</b>	<b>424</b>	<b>448</b>	<b>343</b>	<b>307</b>	<b>5,313</b>
<b>Total Fittings</b>	<b>4,013</b>	<b>4,898</b>	<b>4,784</b>	<b>4,123</b>	<b>5,006</b>	<b>5,283</b>	<b>4,104</b>	<b>5,062</b>	<b>3,655</b>	<b>3,194</b>	<b>2,521</b>	<b>2,650</b>	<b>49,293</b>
<b>Net Net Sales (\$000's) (1)</b>	<b>\$ 8,491</b>	<b>\$ 10,054</b>	<b>\$ 10,344</b>	<b>\$ 9,095</b>	<b>\$ 10,659</b>	<b>\$ 11,129</b>	<b>\$ 8,612</b>	<b>\$ 10,302</b>	<b>\$ 8,180</b>	<b>\$ 7,318</b>	<b>\$ 5,661</b>	<b>\$ 6,560</b>	<b>\$ 106,405</b>

SRHW-00489  
CX 1331-002

PUBLIC

**CX 1333**

**Shana Gerson**

---

**From:** Rick Haley  
**Sent:** Wednesday, January 31, 2007 7:33 AM  
**To:** Margaret Powell  
**Subject:** FW: Ductile Iron Fittings Research Association  
**Attachments:** 1868\_001.pdf; 1869\_001.pdf; DIFRA 2006 Draft WH 070119.xls

Would you review this before I respond to Wood? Once I hear from you, I will give Wood your contact information and request the contact information of the members, including who will provide us the information and who is to receive the monthly reports. Let me know if there is anything else that I need to request.

**Richard W. Haley**

**Sellers, Richardson, Watson, Haley & Logan, LLP**  
2100-A Southbridge Parkway, Suite 380  
Birmingham, AL 35209

PO Box 530867 Birmingham, AL 35253

Direct 205.949.2119

Fax 205.870.1502  
[Rick.Haley@srwhl.com](mailto:Rick.Haley@srwhl.com)

---

**From:** Herren, Wood [mailto:wherren@bradleyarant.com]  
**Sent:** Tuesday, January 30, 2007 6:08 PM  
**To:** Rick Haley; Greg Logan  
**Cc:** TB2 (Tom Brakefield - ALX)  
**Subject:** Ductile Iron Fittings Research Association

Rick and Greg:

Please find attached a copy of the engagement letter which has been signed by Tom Brakefield, the President of the Association. We should be good to go and the Association's members will begin reporting to your firm their monthly trade sales of ductile iron fittings.

Also attached is the excel spreadsheet that the members will use to report their monthly trade sales of ductile iron fittings. As explained in more detail below, the format used by the members to report their monthly trade sales of ductile iron fittings is different than the format you will use to report monthly aggregate sales of ductile fittings to the members.

The members will report their sales of ductile iron fittings using the subcategories, as applicable to each member, within each of the "Compact," "Full Body," and "Special Fittings" categories. You will track the information in the same manner in your records for the Association. However, for purposes of the report you will issue to the members each month showing the monthly aggregate trade sales by the members as a group, the "Restrained Joint" subcategory sales numbers should be combined with the "Push-On Joint" subcategory sales numbers in each of the "Compact" and "Full Body" categories. The "Grooved Joint" subcategory sales numbers under the "Special Fittings" category should be combined with the "Push-On Joint" subcategory

under the "Compact" category in each of the respective sizes of fittings. I have attached a copy of the reporting spreadsheet on which I have charted the consolidation of these subcategories and it should help you understand how the reporting will work.

Please call me after you have had a chance to review this e-mail and we can confirm the reporting arrangements.

Thank you,

Wood

\*\*\*\*\*

**IRS Circular 230 Notice:** To ensure compliance with IRS requirements, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

K. Wood Herren, Esq.  
Bradley Arant Rose & White LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, Alabama 35203  
Direct Dial: 205.521.8505  
Facsimile: 205.488.6505  
Mobile: 205.218.3748  
E-mail: [wherren@bradleyarant.com](mailto:wherren@bradleyarant.com)  
Web Site: [www.bradleyarant.com](http://www.bradleyarant.com)

Confidentiality Notice: This e-mail is from a law firm and may be protected by the attorney-client or work product privileges. If you have received this message in error, please notify the sender by replying to this e-mail and then delete it from your computer.



SELLERS  
RICHARDSON  
WATSON  
HALEY &  
LOGAN LLP

January 8, 2007

Board of Directors  
Ductile Iron Fittings Research Association

This letter is to explain our understanding of the arrangements for the services we are to perform of Ductile Iron Fittings Research Association (The Association) for the year ending December 31, 2007. We ask that you either confirm or amend this understanding.

We will perform an audit of The Association's financial statements as of and for the year ended December 31, 2007. We understand that the financial statements will be prepared in accordance with the cash basis of accounting which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. The objective of an audit of financial statements is to express an opinion on those statements.

Management has informed us that The Association has made expenditures of less than \$500,000 of monies received from any federal award programs. This consideration included the use of all federal funds whether received directly from a federal department or agency or as a secondary recipient from any other source, received either directly or indirectly as commodities or other tangible or intangible property from a federal award program, or participated in or received any benefits from any federal loan, loan guarantee or insurance program during the audit period requiring any federal program compliance auditing.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error, fraudulent financial reporting, or misappropriation of assets. Accordingly, a material misstatement, whether caused by error, fraudulent financial reporting or misappropriation of assets, may remain undetected. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. As a result, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit will provide a reasonable basis for our report.

An audit of financial statements also includes obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to management and the Board of Directors any significant deficiencies or material weaknesses that become known to us during the course of the audit.

An Independent Member of the RSM McGladrey network

SRHW-00533  
CX 1333-003

Ductile Iron Fittings Research Association

Page 2

If circumstances arise relating to the condition of the Association's records, the availability of sufficient, competent evidential matter, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets which in our professional judgment prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement.

As you know, management is responsible for (1) the preparation of The Association's financial statements, (2) establishing and maintaining effective internal control over financial reporting and safeguarding assets, and for informing us of all significant deficiencies in the design or operation of such controls of which it has knowledge, (3) properly recording transactions in the records, (4) identifying and ensuring that The Association complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations, (5) the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control and others where the fraud could have a material effect on the financial statements, (6) informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, regulators, or others, (7) making all financial records and related information available to us and (8) for adjusting the financial statements to correct material misstatements. At the conclusion of our audit, we will request certain written representations from management about the financial statements and matters related thereto. We will also require that management affirm to us that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity. We will also determine that certain matters related to the conduct of the audit are communicated to management, including (1) fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential), (3) disagreements with management and other serious difficulties encountered in performing the audit, and (4) various matters related to the entity's accounting policies and financial statements.

Management is responsible for establishing and maintaining internal controls, including ongoing monitoring activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position, results of operations, and cash flows in conformity with the cash basis of accounting. Management is also responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee the tax services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Ductile Iron Fittings Research Association

Page 3

The Association hereby indemnifies Sellers, Richardson, Watson, Haley & Logan, LLP and its partners and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of The Association's management, regardless of whether such person was acting in The Association's interest. This indemnification will survive termination of this letter.

During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. The Association will determine that all such data, if necessary, will be so reflected. Accordingly, the Association will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Association personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with management. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Our fees are based upon the time required by the individuals assigned to the engagement, plus direct expenses. We estimate that our fees for this audit engagement and information return, which includes out-of-pocket expenses, will not exceed \$10,000. The quoted fee for the year ended December 31, 2007, will be the maximum for the work described in this letter unless the scope of the engagement is changed, the assistance of The Association has agreed to furnish is not provided, or unexpected conditions are encountered. No changes will be made in the maximum agreed to amount without discussion with you regarding the proposed change. All other provisions of this letter will survive any fee adjustment. We will submit our bill for these services promptly upon rendering the report.

In addition to performing the above described services, we will compile on a monthly basis, the data submitted by the members reporting their respective sales of ductile iron fittings and will prepare and issue to the members' monthly reports showing the aggregate sales of ductile iron fittings using the reporting format attached hereto as Exhibit A for \$450 per month.

In the event we are requested or authorized by The Association or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for The Association, The Association will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Professional standards and our firm policies require that we perform certain additional procedures whenever our reports are included, or we are named as accountants, auditors, or "experts" in a document used in a public or private offering of equity or debt securities. Accordingly, the Association agrees that it will not include our reports, or otherwise make reference to us, in any public or private securities offering without first obtaining our consent. Any request to consent is also a matter for which separate arrangements will be necessary. After obtaining our consent, the Association also agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed.

It is agreed by The Association and Sellers, Richardson, Watson, Haley & Logan, LLP or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of The Association shall be asserted more than two years after the date of the last audit report issued by Sellers, Richardson, Watson, Haley & Logan, LLP.

Ductile Iron Fittings Research Association

Page 4

This letter constitutes the complete and exclusive statement of agreement between Sellers, Richardson, Watson, Haley & Logan, LLP and Ductile Iron Fittings Research Association, superseding all proposals, oral or written, and all other communication, with respect to the terms of the engagement between the parties.

If this letter defines the arrangements as the Association understands them, please sign and date the enclosed copy and return it to us.

Very truly yours,

SELLERS, RICHARDSON, WATSON, HALEY & LOGAN, LLP

BY: Richard W. Haley  
Richard W. Haley, Partner

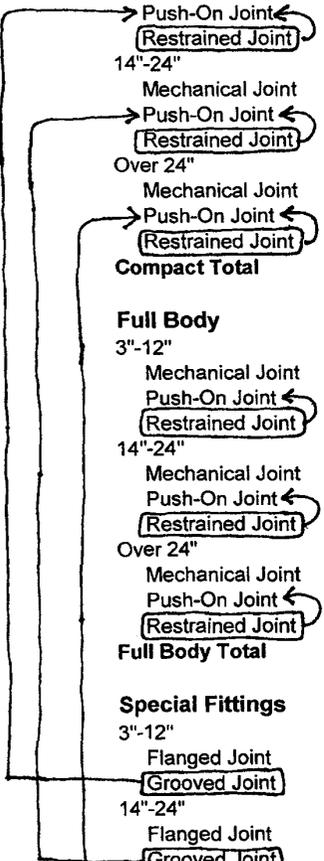
Confirmed on behalf of Ductile Iron Fittings Research Association:

Tom Brakefield, President

REV DAVID C. BROWN

**Ductile Iron Fitting Research Association**  
**Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped)**  
**For the Year Ended December 31, 2006**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>
<b>Compact</b>													
3"-12"													
Mechanical Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
14"-24"													
Mechanical Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Over 24"													
Mechanical Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Compact Total</b>	<b>0</b>												
<b>Full Body</b>													
3"-12"													
Mechanical Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
14"-24"													
Mechanical Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Over 24"													
Mechanical Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Full Body Total</b>	<b>0</b>												
<b>Special Fittings</b>													
3"-12"													
Flanged Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Grooved Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
14"-24"													
Flanged Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Grooved Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Over 24"													
Flanged Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Grooved Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Special Fittings Total</b>	<b>0</b>												
<b>Total Fittings</b>													
<b>Trade Tons Shipped</b>	<b>0</b>												
<b>Net Net Sales (\$000's) (1)</b>	<b>\$ -</b>												



SRHW-00537  
CX 1333-007

NOTE 1: "Net Net Sales" is Gross Sales less freight, less credits, less programs and less cash discounts.

SRHW-00538  
CX 1333-008

**Ductile Iron Fitting Research Association**  
**Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped)**  
**For the Year Ended December 31, 2006**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>
<b>Compact</b>													
3"-12"													
Mechanical Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
14"-24"													
Mechanical Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Over 24"													
Mechanical Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Compact Total</b>	<b>0</b>												
<b>Full Body</b>													
3"-12"													
Mechanical Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
14"-24"													
Mechanical Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Over 24"													
Mechanical Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Full Body Total</b>	<b>0</b>												
<b>Special Fittings</b>													
3"-12"													
Flanged Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Grooved Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
14"-24"													
Flanged Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Grooved Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Over 24"													
Flanged Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Grooved Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Special Fittings Total</b>	<b>0</b>												
<b>Total Fittings</b>													
Trade Tons Shipped	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Net Net Sales (\$000's) (1)</b>	<b>\$ -</b>												

SRHW-00539  
CX 1333-009

NOTE 1: "Net Net Sales" is Gross Sales less freight, less credits, less programs and less cash discounts.

**CX 1343**

**Shana Gerson**

---

**From:** Courtney Davis [cjdavis@USPIPE.com]  
**Sent:** Thursday, July 08, 2010 9:37 AM  
**To:** Bree Holland; Margaret Powell  
**Subject:** US Pipe Fittings Shipments - June 2010  
**Attachments:** DIPRA\_Fittings\_SRWHL\_Report\_2010\_6.xls

Please let me know if you have any difficulty opening or viewing the attached.

Thanks,  
Courtney

**Ductile Iron Fitting Research Association**  
**Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped)**  
**For the Year Ended December 31, 2007**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>
<b>U. S. Pipe &amp; Foundry Company, LLC</b>													
2"-12"													
Flanged	2.7	2.1	1.6	2.7	1.6	2.7	4.6	2.2	5.4	1.5	9.0	0.9	37
All Other	68.2	72.1	30.6	55.9	66.5	85.6	52.5	76.3	45.2	45.5	44.6	31.5	674
14"-24"													
Flanged	2.9	0.9	0.1	1.7	4.9	3.2	3.5	0.1	2.3	0.7	16.9	8.5	46
All Other	67.1	48.2	74.8	89.4	47.9	36.4	38.6	40.8	54.1	47.2	56.8	37.1	638
> 24"													
Flanged	0.1	0.1	0.1	6.5	1.3	1.5	1.4	3.2	4.8	3.6	0.1	11.0	34
All Other	113.0	84.4	64.8	47.2	87.4	60.7	58.1	102.5	112.7	54.2	87.8	86.5	959
<b>Total Trade Tons Shipped</b>	<b>254</b>	<b>208</b>	<b>172</b>	<b>203</b>	<b>210</b>	<b>190</b>	<b>159</b>	<b>225</b>	<b>224</b>	<b>153</b>	<b>215</b>	<b>175</b>	<b>2,389</b>

**Ductile Iron Fitting Research Association  
 Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped)  
 For the Year Ended December 31, 2008**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>
<b>U. S. Pipe &amp; Foundry Company, LLC</b>													
2"-12"													
Flanged	1.4	3.6	2.6	1.6	10	8	4	8	10	23	16	29	116
All Other	33.6	24.2	36.1	62.1	102	99	112	119	81	94	51	52	867
14"-24"													
Flanged	2.2	2.7	2.6	6.0	5	26	41	29	11	6	20	21	174
All Other	40.5	73.0	59.7	44.5	78	52	102	92	79	44	73	51	791
> 24"													
Flanged	0.0	0.2	6.3	9.6	43	76	27	40	28	7	94	33	364
All Other	73.7	51.7	145.8	99.5	183	235	121	154	125	213	117	213	1,732
<b>Total Trade Tons Shipped</b>	<b>151</b>	<b>155</b>	<b>253</b>	<b>223</b>	<b>420</b>	<b>497</b>	<b>408</b>	<b>443</b>	<b>334</b>	<b>388</b>	<b>372</b>	<b>399</b>	<b>4,044</b>

SRHW-00701  
 CX 1343-003

**Ductile Iron Fitting Research Association**  
**Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped)**  
**For the Year Ended December 31, 2009**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>
<b>U. S. Pipe &amp; Foundry Company, LLC</b>													
2"-12"													
Flanged	35.7	14.5	11.1	14.7	16.9	11.3	19.5	13.7	16.7	19.0	7.3	11.7	192.1
All Other	67.5	45.4	68.0	121.7	37.6	77.1	76.6	65.9	74.0	66.5	52.7	58.0	811.0
14"-24"													
Flanged	19.5	9.9	6.9	13.6	14.1	27.6	14.7	17.0	45.1	33.4	9.0	7.1	218.1
All Other	37.8	61.8	73.9	73.5	61.6	62.2	62.3	101.7	84.8	45.1	29.2	45.2	739.0
> 24"													
Flanged	59.6	12.2	88.1	43.2	32.9	21.9	27.0	71.8	46.4	63.8	25.7	51.2	543.7
All Other	190.9	205.2	253.7	198.5	117.3	202.4	353.7	194.4	191.9	111.8	127.8	153.1	2,300.6
<b>Total Trade Tons Shipped</b>	<b>411.0</b>	<b>349.0</b>	<b>501.6</b>	<b>465.2</b>	<b>280.4</b>	<b>402.4</b>	<b>553.9</b>	<b>464.5</b>	<b>458.9</b>	<b>339.6</b>	<b>251.7</b>	<b>326.3</b>	<b>4,804.5</b>

**Ductile Iron Fitting Research Association  
 Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped)  
 For the Year Ended December 31, 2010**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>
<b>U. S. Pipe &amp; Foundry Company, LLC</b>													
2"-12"													
Flanged	5.9	7.7	17.2	20.4	12.5	33.8							97.6
All Other	41.4	49.7	94.7	64.3	64.2	81.5							395.7
14"-24"													
Flanged	10.9	18.7	9.6	15.7	28.9	21.0							104.8
All Other	46.0	29.0	41.2	62.5	43.1	79.3							301.2
> 24"													
Flanged	41.0	79.5	20.9	16.3	68.0	49.2							275.1
All Other	84.8	77.1	131.9	345.4	99.7	205.3							944.2
<b>Total Trade Tons Shipped</b>	<b>230.0</b>	<b>261.8</b>	<b>315.5</b>	<b>524.6</b>	<b>316.4</b>	<b>470.2</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>2,118.5</b>

SRHW-00703  
 CX 1343-005

**Ductile Iron Fitting Research Association  
Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped) - 2010**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total Year</u>
<b>Total DIFRA - 2008</b>													
2"-12"													
Flanged	35.7	14.5	11.1	14.7	16.9	11.3	19.5	13.7	16.7	19.0	7.3	11.7	192.1
All Other	67.5	45.4	68.0	121.7	37.6	77.1	76.6	65.9	74.0	66.5	52.7	58.0	811.0
14"-24"													
Flanged	19.5	9.9	6.9	13.6	14.1	27.6	14.7	17.0	45.1	33.4	9.0	7.1	218.1
All Other	37.8	61.8	73.9	73.5	61.6	62.2	62.3	101.7	84.8	45.1	29.2	45.2	739.0
> 24"													
Flanged	59.6	12.2	88.1	43.2	32.9	21.9	27.0	71.8	46.4	63.8	25.7	51.2	543.7
All Other	190.9	205.2	253.7	198.5	117.3	202.4	353.7	194.4	191.9	111.8	127.8	153.1	2,300.6
<b>Total Trade Tons Shipped</b>	<b>411.0</b>	<b>349.0</b>	<b>501.6</b>	<b>465.2</b>	<b>280.4</b>	<b>402.4</b>	<b>553.9</b>	<b>464.5</b>	<b>458.9</b>	<b>339.6</b>	<b>251.7</b>	<b>326.3</b>	<b>4,804.5</b>
	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>

SRHW-00704  
CX 1343-006

**CX 1378**

**From:** Mike Walsh  
**Sent:** Thursday, June 17, 2010 06:48:14 PM  
**To:** Harry Bair; 'DENNIS LOUGHEAD'; Mike Roy; Jean Boucher; Susan Van Hook; James Funck; Kevin Flanagan; Ken Stephenson; Julie Bell; Richard Hueth  
**Cc:** 'lryb446150@aol.com'; Jim McGivern; Tom Brakefield  
**Subject:** price increase from Tyler?!

To: CRM sales team  
From: Mike Walsh  
Date: June 17, 2010  
RE: price increase from Tyler?!

I spoke with Larry late today. He told me that Tyler has started sending out a price increase letter today. Multiplier for the majority of the country is going to .29. He asked for all of us to follow up with our customers to get a copy of the letter sent to your regions from Tyler.

Four months ago when the most recent price increase was announced (to .27) it was Larry's feeling that if that increase stuck....that we would see another one in June...and if today's information is correct then Larry's prediction was correct! Maybe that is a good sign for the Celtics because he is betting heavy on them tonite.

In all seriousness...if this is true then it is a huge victory in war we have been fighting. We have lost some battles along the way but we needed to do that in order to win the war. All of you in the field and in the office have been battling for the past 4 months and I honestly feel that our discipline and tenaciousness was a large contributing factor to the success in getting the pricing up. I send my sincere thanks to all for working so hard to get the pricing up and keep it from deteriorating. We had a game plan. We stuck to it. It has worked. And now it has turned into a big victory.

So...here is what we need to do:

- A. Make sure Larry's letter has gone out to EVERYONE. We can't miss anyone.
- B. Get a copy of the Tyler letters for each state. We will need them all. Scan and circulate.

Kevin...we need to see what the LI and NYC letter says. We are all aware that Tyler can make mistakes.  
Harry...lets see what they decide to do in PA.  
Dennis...Let me know what Bibby is thinking about.  
Jean...see what has been announced in in QUE.

Great Job everyone! Another victory!

Mike

**CX 1384**

**From:** Ken Stephenson  
**Sent:** Tuesday, June 22, 2010 11:30:36 AM  
**To:** precastharry@aol.com; Mike Walsh; Harry Bair; Dennis Loughhead; Mike Roy; Jean Boucher; Susan Van Hook; James Funck; Kevin Flanagan; Julie Bell; Richard Hueth  
**Cc:** Larry Rybacki; Jim McGivern; Tom Brakefield  
**Subject:** RE: price increase from Tyler?!

Mike/Harry.

I had one of our customers call Tyler. He said they told him there will be no change in PA. He didn't say if they we're going on a new price list or not though so he is going back and checking on that. He hasn't gotten anything from star yet either.

Kenny

---

**From:** precastharry@aol.com [mailto:precastharry@aol.com]  
**Sent:** Tuesday, June 22, 2010 11:27 AM  
**To:** Mike Walsh; Harry Bair; Dennis Loughhead; Mike Roy; Jean Boucher; Susan Van Hook; James Funck; Kevin Flanagan; Ken Stephenson; Julie Bell; Richard Hueth  
**Cc:** Larry Rybacki; Jim McGivern; Tom Brakefield  
**Subject:** Re: price increase from Tyler?!

Mike,

I still have not heard anything. I have someone calling Tyler to find out current pricing in Pa.

I will let you know.

Harry

-----Original Message-----

**From:** Mike Walsh <MWalsh@sigmaco.com>  
**To:** Mike Walsh <MWalsh@sigmaco.com>; Harry Bair <HBair@sigmaco.com>; DENNIS LOUGHEAD <dough7686@rogers.com>; Mike Roy <MRoy@sigmaco.com>; Jean Boucher <repc.oem@qc.aira.com>; Susan Van Hook <SVanHook@sigmaco.com>; James Funck <JFunck@sigmaco.com>; Kevin Flanagan <KFlanagan@sigmaco.com>; Ken Stephenson <KStephenson@sigmaco.com>; Julie Bell <JBell@sigmaco.com>; Richard Hueth <RHueth@sigmaco.com>  
**Cc:** Iryb446150@aol.com; Jim McGivern <JMcGivern@sigmaco.com>; Tom Brakefield <TBrakefield@sigmaco.com>  
**Sent:** Tue, Jun 22, 2010 10:05 am  
**Subject:** RE: price increase from Tyler?!

I heard from Kevin...LI is up to .29.

I heard from both Jean Boucher and Dennis. No price increase from Bibby or Star. We will lead one in all of ECDA.

SIGTP00006839  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1384-001

Harry and Kenny...Any word from PA? Has Tyler sent a letter out to those customers yet? If not is possible they plan to keep it at .40. See what you guys can find out and let us all know.

Thanks,  
Mike

---

**From:** Mike Walsh  
**Sent:** Thursday, June 17, 2010 6:48 PM  
**To:** Harry Bair; 'DENNIS LOUGHEAD'; Mike Roy; Jean Boucher; Susan Van Hook; James Funck; Kevin Flanagan; Ken Stephenson; Julie Bell; Richard Hueth  
**Cc:** 'lryb446150@aol.com'; Jim McGivern; Tom Brakefield  
**Subject:** price increase from Tyler?!

To: CRM sales team  
From: Mike Walsh  
Date: June 17, 2010  
RE: price increase from Tyler?!

I spoke with Larry late today. He told me that Tyler has started sending out a price increase letter today. Multiplier for the majority of the country is going to .29. He asked for all of us to follow up with our customers to get a copy of the letter sent to your regions from Tyler.

Four months ago when the most recent price increase was announced (to .27) it was Larry's feeling that if that increase stuck....that we would see another one in June...and if today's information is correct then Larry's prediction was correct! Maybe that is a good sign for the Celtics because he is betting heavy on them tonite.

In all seriousness...if this is true then it is a huge victory in war we have been fighting. We have lost some battles along the way but we needed to do that in order to win the war. All of you in the field and in the office have been battling for the past 4 months and I honestly feel that our discipline and tenaciousness was a large contributing factor to the success in getting the pricing up. I send my sincere thanks to all for working so hard to get the pricing up and keep it from deteriorating. We had a game plan. We stuck to it. It has worked. And now it has turned into a big victory.

So...here is what we need to do:

- A. Make sure Larry's letter has gone out to EVERYONE. We can't miss anyone.
- B. Get a copy of the Tyler letters for each state. We will need them all. Scan and circulate.

Kevin...we need to see what the LI and NYC letter says. We are all aware that Tyler can make mistakes.  
Harry...lets see what they decide to do in PA.  
Dennis...Let me know what Bibby is thinking about.  
Jean...see what has been announced in in QUE.

Great Job everyone! Another victory!

Mike

**CX 1395**

**From:** AR1 (Al Richardson-HTN)  
**Sent:** Friday, May 15, 2009 01:06:41 PM  
**To:** VP (Victor Pais-CRM); M20; GR1 (Gopi Ramanathan-CRM)  
**Cc:** SB2 (Stuart Box - CRM); Walter Florence; Ron Kuehl  
**Subject:** RE: VP to SB1 (CC : M20) : Response on your Korea sourcing plan -- with strategic look @ other options...

Hi Victor,

In short or QRR, I have been selling imported pipe fittings and accessories for 25 years. And I will most likely be selling them for at least 15 to 20 more. I do feel that a BA environment seems to be escalating in the US along with some of the international territories with close proximity. Having a dual or multiple sources including the US for product used in the Iron Sector of the Waterworks industry would put Sigma in a Great Situation. Over the years myself and others have always thought that if we had a domestic source we could do some damage to our competition. In my early years, NAPPCO did source primarily from KOREA and the quality was superb but it was still imported.

As for Sigma's Future I think it is a great idea to examine the possibility of producing product domestically. For Me and those behind me!

I am open for a conference call regarding BA, but unavailable from 1 on Tuesday until Thursday afternoon.

Thanks

Al Richardson

SW Regional Manager

Houston, TX

281-987-1200

800-999-0109

281-987-0200 Fax

---

**From:** VP (Victor Pais-CRM)  
**Sent:** Thursday, May 14, 2009 4:37 PM  
**To:** M20; GR1 (Gopi Ramanathan-CRM)  
**Cc:** SB2 (Stuart Box - CRM); Walter Florence; Ron Kuehl

SIGTP00009022  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1395-001

**Subject:** VP to SB1 (CC : M20) : Response on your Korea sourcing plan -- with strategic look @ other options...

**Σ SIGMA  
Choice...**

***Your Fitting***

May 14, 2009

To: SB1

***Re : BA - Korea and other options***

***Note : I have discussed most of the following response with SB1 and MR1 this morning as we were reviewing Mitchell's Bham visit earlier this week.***

Thank you for your succinct update of 5/11 below on the Korea option for us to offer a BA alternative for ARRA use. On the whole, we may have to pursue the Korea option, as well, as Star already has a leg up on us by a couple of months. But, we can certainly catch up with them and as we have done in the last few years, when we have fallen behind like in PRP, FL etc. we can not only catch up with them, but also surpass them, as on the whole we have more all round resources.

I also want to present the following insights and 'food for thought' as we develop a new sourcing alternative, at some new investment :

1. The Korea option will greatly help us present a credible and competitive alternative for the BA use, to McWane in Fittings and PRP, if we proceed with that as well. As we know, the Korea option does have certain limits such as the eligibility in only the 37 states + even there for jobs on projects of over \$7.4 M. Due to Korea's familiarity with AWWA industry in general and their prowess in Castings and Fittings in particular, we can have a reliable substitute in a fairly short amount of time and at a relatively manageable investment, though it could be sizable under our current circumstances at about \$1 M, when all is said and done, if we have to have the full range of Fittings and even a decent range of PRP at some point.
2. However, as we develop a BA option to meet the ARRA needs, it is also necessary to look beyond the ARRA. As we know, the BA provision has been inserted into the other Federal grants/loans to the SRF outside the ARRA which can have a bigger and more lasting impact. We are also aware of the BA sentiment slowly spreading and becoming a part of American life and business, at least in certain quarters, where exploration of the sentiment is rife as in the AWWA industry. In addition, due to an unrelated but a threat nevertheless, ECL is also bent on becoming a market spoiler in the AWWA industry thru DI pipe and likely other products, the DIPRA consortium who represent the DIP and V & II could also promote more of the BA sentiment, but with a twist – specifying 'domestic' ('DA' as I call it) without the exemptions provided for by the Section 1605 of ARRA etc.
3. In short, there is a need for us to consider developing a DA option – which in turn could kill 2 birds with 1 shot, by meeting the BA requirement as well. It is important to do so, since we are about to invest efforts and funds to develop a brand new sourcing paradigm in Korea and just about everything has to be done from scratch.

SIGTP00009023  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1395-002

The relative merits of the BA (Korea) and DA through a domestic production are amply clear. In short, the 'BA/Korea' option is more of a defensive posture, while the 'DA/domestic' option is definitely a proactive/offensive move.

As for Fittings, the current DIFRA market size of about 100,000 ST may include about 10%-12% using the 'DA' option, on the strength of the few specific markets like PA, NJ etc which are still 'domestic'. This market is expected to drop to 80,000 ST – 85,000 ST in 09 and pick up to about 90,000 to 95,000 ST in 2010. But, the 'DA' segment may swell to about 25% - 30% of the entire market due to the ARRA/BA and other BA drivers. So, having a DA Fittings capability will open up this somewhat larger 30% new niche for SIGMA, which we can leverage much more effectively than McWane thru our relationships and other Marketing, Management and Strategic strengths.

We can then challenge McWane much more aggressively and somewhat on an equal footing.

4. The DA option for PRP may make more sense as in any case we have the flexibility to produce only the gland body for SLD/SLC in USA while using the bolts and inserts from China. The argument for a DA version for PRP is more compelling as it could give us a strong impetus for making a play for a much larger market share, as compared to the BA/Korea option.

As GF so sensibly put it at the RMR last week, with a domestic 'DA' version, we could make a play for 30% of about \$200 M PRP market or about \$50 M to \$60 M leveraging our strong relationships at the G7 levels – especially at the G3 -- and the current preference by each of the G3 to broad base their supply base, beyond EBBA/Ford.

It is important to discuss and review **both the costs and benefits** -- as without question, the DA option will call for higher investment, but will also offer us a higher market potential, as the Import/Domestic combination is quite potent, strategically!

5. We are all aware of our ability to look at the DA version on the strength of the broad EPQ expertise we now have with SB2, SB1 and GR1, with inputs from SMD from the Marketing, Design and other features. This DA option will be more in SIGMA's proven 'virtual' manufacturing mode – with production and even assembly sub-contracted by identifying suitable shops that may already be out there – looking for additional work, rather than a fully integrated/owned format preferred by EBAA/McWane etc. At the current dire circumstances, we may even be able to tap into the surplus capacity of not just the casting, but also the assembly operations and not have to make any huge commitment to fixed costs.
6. In the case of Fittings, we naturally will have more work to do in order to meet the entire range of S-M-L and with the much wider complexity of production, machining and finishing operations. Stuart gave us a preliminary glimpse into this challenge when we asked him for an outline of this feasibility for production of domestic fittings.

Here, we would be better off teaming up with Metalfit as they own/have access to a complete range of DM and DFF patterns, which can be used for casting in a suitable USA foundry. As for the latter, Stuart has suggested Eureka foundry in Chattanooga and we also have a shot at ACIPCO's foundry in Prior, OK, which may be able to produce up to 30". (We have had some preliminary discussions with ACIPCO at the high levels and there is some interest as long as we manage most of the operations, as ACIPCO does NOT want to be in the production of Fittings!)

7. One feasible modified version of this 'DA' option is to produce the castings in a US foundry (say Prior, OK or Eureka or both, depending on size range) and then move them to Metalfit in Monterrey – for machining, lining and painting and packing. Though it adds to the freight expense, these finishing operations are extremely expensive in USA and may turn out to be the 'bottleneck'. (We need to study the intricacies in the blended production format to qualify for the DA status!)
8. For Fittings, as a practical plan, it may be better to focus on the 'M' size in Korea, the S range consider the DA version in USA while for the L, we may be able to live for at least a year on the waiver route as there is no clear domestic supplier.

The above are my initial thoughts having gone over them over the last 2 or 3 weeks as we were following the various market trends here while you were looking at the options overseas. I suggest we should have an M12 (with SMD) conference call so that we can discuss the merits of this both on a short term and long term basis. These decisions could well decide and re-orient SIGMA's long term strategy in a very bold and reassuring way to the customers and put some of our competitors like McWane, EBAA and even Star on the defensive and on notice.

Best Regards,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

**From:** SB1 (Siddharth Bhattacharji-CRM)

**Sent:** Monday, May 11, 2009 3:12 PM

**To:** GR1 (Gopi Ramanathan-CRM); SS1 (Sean Salins-CRM); RM6

**Cc:** VP (Victor Pais-CRM); LR (Larry Rybacki); TB2 (Tom Brakefield-ALX)

**Subject:** sb1 to M11: korea sourcing plan

To: PIP+ ENGG + M11

From: SB1

Re: Korea Sourcing

Date: May 11, 2009

This is a report of my findings after visiting Korea.

Star has planned its production in Korea for the range 3" to 48" in DM. They plan on developing 346 patterns, out of which 117 patterns are in production. The pattern work started in April and I saw some patterns of 18, 20, 24 bends and DML48. I also saw some cores of DMB890. They intend to produce 3 thru 12 in a machine molding line in HJ and 14 thru 48 in RS line in MC. The RS line uses RS for molding and cores. We have experience with both foundries when they produced for us in SISKO. At that time, HJ and MC made large size fittings for us using sweep and partial modular patterns.

Looking at the patterns that were scattered around the machine shop, it seems Star has a PPP that is designed around actual orders that they must need to furnish on jobs since the PPP did not seem to be based on popular sizes first. This means that they could have taken some big exposure on supplying ARRA compliant ftgs based on their ability to get ftgs from Korea.

SIGTP00009025

CONFIDENTIAL-FTC Docket No. 9351

FOIA Exempt/Protected by Court Order

The procedures used by Star is similar to what we had in SISKO. The ftgs will be cast at HJ and MC and will be machined by YB Kim at his machine shop called Kyung Ho Tech (KHT). They will cement line, paint, pack and export to Star. Star has arranged to send NSF61 paint to KHT and has applied for NSF61 approval for HJ and MC. They did not mention anything about UL and FM at HJ.

Qualification of the castings have started and Star is planning to make their first shpt of Korean ftgs end of May.

Both HJ and MC were very open about their work for Star and openly said they want to work with SIGMA. However each has signed a 3 way exclusive agreement that binds HJ and MC with KHT to work exclusively with Star. The agreement has all sorts of penalties if the Koreans want to sell fittings, glands and pipe restraints to any company other than Star, but there is no minimum purchase commitment in tons or dollars! I have advised HJ and MC all the pitfalls of the agreement that they have signed and both immediately called Star's agent asking for changes to the agreement. Star has responded that they wait till 5/22 when a team from Star will be in Korea. I told them that their best opportunity to push Star is now since Star is working to a close deadline and they should simply stop all development work and ask Star to cancel the current agreement immediately. Then hold out hope to discuss a fresh agreement when they come in late May. At first they were unwilling to talk tough to Star, meanwhile hoping they could start some work with us on the quiet. But I said the agreement was so lopsided that Star did not have to give them any tonnage and could still prevent them from producing for SIGMA or force them to pay a penalty of \$250,000 if they sold to SIGMA or others. Then HJ agreed to send an ultimatum to Star and said they will advise us within 7 days (from 5/9) if they succeeded to throw out the exclusive agreement.

Our relationship with HJ and MC is very good as they both retain very positive opinion of our business relationship of the past and they will try their best to cancel the agreement. KHT is in a different position since they convinced HJ and MC to sign the agreement, but the owner of KHT is YB Kim – a former partner in SISKO and he was also very keen to help us with finding new machine shops and pattern shops but he requested his role be kept secret since he cannot afford to upset Star.

In addition to the ftgs development, Star has started work to produce their wedge restraints in Korea. KHT said they are developing the entire range 3 thru 48 and the bolts and wedges in Korea. He did not have details on where these are being developed. He was also not clear about any development activity on the PVL range.

Since I did not want to rely on HJ and MC being able to throw off the restrictive agreement with Star, we proceeded with exploring an alternate option. We met with Korea Cast Iron Pipe Co (KCIP), the largest DIP producer in Korea. They have a George Fisher line making fittings and an RS line for larger fittings beyond 300mm (12"). They also have a line making the KP gland exclusively. Of late their sales of castings to auto companies has dropped and they have some capacity in the G/Fisher line and in their large size (30" and above). We also met with a Sung Lim Castec (SLC) a RS foundry about 2 hrs drive west from Busan that is owned by BK Kim. Though they have never made ftgs, BK Kim has experience of making ftgs while working for KCIP. SLC has made valve bodies in 20" size. They have a RS line, two 1Mt furnaces working in tandem and a large shot blasting machine which can handle upto 3MT casting. They are adept at using wooden partial patterns – just like MC. The remote location of SLC could be a logistical problem but it can also mean cheaper labor. SLC is well connected with the excellent highway system to Busan.

SIGTP00009026  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1395-005

With the help of our PIP and OEM team, we had prepared a tentative list of 342 small fittings (3-16), 94 medium fittings (18 – 24) and 66 large fittings (30 – 48). Further work needs to be done on this list by breaking them into DM, XM and DFF and in the size ranges 3-12, 14-24, 30-48. My thought is to postpone the development of the DP in Korea since there is no domestic producer of Trim Tyton and the relative complexity of this item will delay the rest of the items.

For purpose of discussions, I broke the tentative list into 250 patterns in 12 and under and 150 patterns in 14 and above. To save costs, we can make most of the 14" plus range patterns in wood and the 12" and below in Aluminum. We showed drawings of our range and asked 2 pattern shops to estimate the time to make the 200 metal patterns. They said they could start delivering the first set of metal patterns 25 days after receiving the drawings in 3D-CAD. Though they can work with CAD, they would prefer 3D-CAD for ease of use. They can complete the 200 metal patterns in 2 months.

The wooden patterns take about half the time needed to make a metal pattern. These would be made by YB Kim and he said he could have all the 200 patterns done within the same 2 months time frame.

We can receive a quote on the cost of the patterns within 4 days of sending the drawings. The tooling cost would be for patterns and core boxes.

ENGG needs to review the final item list of items and indicate which patterns need to be made in metal and which in wood. Also it may be possible to save costs by having an item made with a metal pattern but the core made from a wooden core box. Certain patterns like offsets, though in the 12" and under range will need to be made in RS and may not need a metal pattern.

We had detailed discussion with KCIP at a second meeting. It was led by Mr. TH Kim (MD) who is the son of the Chairman. THK is heading their export division, speaks English well and is quite different from his father. He seems very keen to develop a business relationship with SIGMA and start exports to the US. The KCIP engineers had made detailed list of items that they wanted to produce. They wanted to make fittings the 3-12 and the 30-48 ranges and they had no capacity in the medium size RS line. In the ranges they had selected, they did not want to make certain configurations like 90 deg bends. We told them that they needed to make all the ftgs in a range and THK agreed to invest in the flasks and match plates required to supply all the configurations. We supplied them some drawings of 90 deg bends, tees and crosses which can be used by them to prepare quotations.

They will make the castings and SYC will arrange for the machining, cement lining and painting as well as export packing and exports. We explained our system to adjust for exchange rate changes using month end exchange rates after the change exceeds more than 3% in either direction. Like all exporters, they are nervous about the exchange rate since they believe that the Korean Won is going to get stronger from the current 1260 to between 1100 and 1150 by next year. I also said that we don't make automatic adjustment for raw material costs but will do so if the situation warrants.

We explained our MTR and SCM systems and they agreed to cooperate on both.

We have a clear plan in Korea which will be supported by KCIP and SLC to make ftgs from 3 thru 48 size range. A starting plan of 100MT in the 3 thru 12 and 100MT in the 14 thru 48 range can be easily accommodated. In fact we can bump up the 3 thru 12 to 150MT per month and the 14 thru 48 to 150MT

with ease. Ftgs can start being shipped 60 days from when we take the decision and we can have the complete range of 400 patterns ready for production in August 2009.

Our plan of action for Korea:

1. Plan to make the 3-12 at KCIP or HJ; 14-24 at SLC or MC; and 30-48 in KCIP.
2. Prepare a pattern list indicating which patterns and core boxes will be in metal and which in wood.
3. Make a PPP based on usage and urgent "D" items needed to qualify for ARRA projects.
4. Have 3D-CAD versions of all dwgs in the PPP ready to send the pattern makers.
5. Get quotes from pattern makers and decide on production of tooling.
6. Wait for pricing from KCIP and SLC.
7. HJ and MC can get rid of their exclusive agreement with Star.
8. We already have the pricing from HJ and MC to Star and same can be offered to us.
9. Send SYC the list of ports where we will import so they can obtain their best rates locally in Korea.
10. Negotiate the best contract rate from Busan, Korea to all our inward ports with shipping lines, based on 175 cntrs.
11. Send NSF 61 paint to Korea.
12. Get UL/FM/NSF 61 approvals for KCIP and NSF61 for SLC.

We did not discuss in great detail about our plans to make OneLoks in Korea. We can plan to have the SLDE/SLCE bodies made in Korea and have them import the break-off bolts and wedges from SFT, and assemble them for export to us. We should cost out two options – produce ALL our small size requirements in a high volume machine like a DISA and see what the unit cost of a SLDE/SLCE will be; and produce what is needed to supply ARRA projects (say 10 to 15% of small size) and find the unit cost for the lower production; and cost the 14 thru 48 range using RS process.

Just a footnote, that ftgs and restraints from Korea will attract a duty rate – similar to China.

Rgds/  
Siddharth Bhattacharji  
**SIGMA Corporation**  
700 Goldman Drive  
Cream Ridge, NJ 08550

Ph: 609-758-0800 Fax: 609-758-1163 E Mail: sb1@sigmaco.com

SIGTP00009028  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1395-007

**CX 1396**

**From:** Mike Walsh  
**Sent:** Friday, June 25, 2010 09:14:04 AM  
**To:** Mike Roy; Susan Van Hook; Kevin Flanagan; Richard Hueth; Ken Stephenson; Harry Bair; Julie Bell  
**Subject:** FW: New Sigma Price Increase Letter  
**Attachments:** Sigma Price Increase 6-24-2010.pdf

We need to get this letter out today. Each of you need to handle your respective customers. MW

---

**From:** lryb446150@aol.com [mailto:lryb446150@aol.com]  
**Sent:** Thursday, June 24, 2010 5:24 PM  
**To:** Iona Shenoy; Chris King; Mike Walsh; Al Richardson; Greg Fox; David Pietryga; Mitchell Rona; Steve Goodwyn  
**Subject:** New Sigma Price Increase Letter

FYI

Cindy Dayotas  
Sigma / Allcast Corporation  
[lryb446150@aol.com](mailto:lryb446150@aol.com)

SIGTP00005143  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1396-001

---

**Σ SIGMA**

*Your Fitting Choice...*

---

June 24, 2010

To: Sigma Customers in the following territories:

MA, CT, ME, VT, NH, RI, NY, NJ, DE, MD, VA, WV, NC, SC,  
GA, FL, AL, MS, TN, KY, OH, IN, IL, MI, WI, MN, IA, MO, AR,  
LA, TX, OK, KS, NE, SD, ND, WY, CO, NM, CA, AZ, HI, and  
Puerto Rico

Re: The New Multipliers take effect July 1, 2010.

Dear Sigma Customers,

As I stated in my previous letter about the rising costs of producing product overseas, we at Sigma Corporation will be increasing our multipliers to a .29 in the above mentioned territories. The new multipliers will be off our current list prices and will be as follows:

.29 for MJ Push On and Flanged Fittings C110 and C153 (3"- 48")

.29 for Glands and Accessories (3"- 48")

P.O.A. 401 lined and any other special coated Fittings.

Our Domestic Fitting prices remain in effect.

All annual municipal bid contracts will be honored per the terms of the contract. Any job quoted prior to today's letter will be honored through July 31, 2010 provided orders for immediate release have been received prior to July 31, 2010. Thank you for your support and we look forward to working with all of you for many years to come.

Sincerely yours,

  
Larry

SIGTP00005144  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1396-002

**CX 1406**

**From:** Craig Schapiro  
**Sent:** Friday, June 18, 2010 06:01:56 PM  
**To:** SIGALL  
**Subject:** FW: Star - New Fitting Multipliers

Craig Schapiro  
SIGMA Corporation  
(800) 999-2550 x238  
OEM AWWA Waterworks

---

**From:** Star Pipe Products [mailto:marketing@starpipelineproducts.com]  
**Sent:** Friday, June 18, 2010 5:52 PM  
**To:** Craig Schapiro  
**Subject:** Star - New Fitting Multipliers



*June 18, 2010*

**TO:** *Star Pipe Customers in the following trading areas:  
AL, AR, AZ, CA, CO, CT, DE, FL, GA, HI, IA, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN,  
MO, MS, NC, ND, NE, NH, NJ, NM, NY, OH, OK, PR, RI, SC, SD, TN, TX, VA, VT, WI,  
WV, WY*

**RE:** *New Multipliers for Fittings and Accessories Effective July 1, 2010*

*To Our Valued Customers:*

*The following multipliers will be effective July 1, 2010 and will apply to our AWWA  
"Utility Fittings & Accessories Price List" (UPI.09.02). The Price List is on our  
website at [www.starpipelineproducts.com](http://www.starpipelineproducts.com).*

**IMPORT**

**Size**

**Multiplier**

SIGTP00006846  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

Utility Fittings C110 and C153	3" - 48"	.29
Accessories	3" - 48"	.29
Protecto 401 Lined Fittings	All Sizes	POA

*Please provide your local Territory Manager with documentation regarding any existing quotations. Municipal and Annual Contracts will be honored per the terms of the contract, not to exceed one year.*

*We remain committed to earning your business.*

*Regards,*



*Dan McCutcheon*



This message was sent from Star Pipe Products to cs1@sigmaco.com. It was sent from: Star Pipe Products, 4018 Westhollow Pkwy, Houston, TX 77082. You can modify/update your subscription via the link below.

**Email Marketing by**  
[Small illegible text]

 [Manage your subscription](#) 

**CX 1413**

**From:** Victor Pais  
**Sent:** Tuesday, June 08, 2010 01:50:32 PM  
**To:** M20  
**Cc:** Jim Stohr; Joel Wilmsmeyer; Kane Connor; Mike Walsh; Scott Marlow; Tom Paquette  
**Subject:** VP to LR : Price Increase Letter  
**Attachments:** MID-YEAR PRICE INCREASE LETTER-060810.docx  
**Importance:** High

Larry,

Since our price increase letter at this point is largely a 'heads up' to the customers and the market about our intention to follow suit when Star or others take a definitive action on price increases, I thought the attached revised letter would be more effective. As you can see, it captures the 2 specific actions signaled by Star while adding a few 'wishful thoughts' of our own thrown in, hopefully to create some momentum and traction...

We must note that while increases on F&A and PRPs are our obvious focus, there has been increase on the costs of MCC as well, which get reflected and enacted thru increase in 'floor' prices. Of course, this mechanism has largely frayed as suppliers offer discounts off the FP levels, due to the current weak market demand. Yet, the raw material and labor costs for MCC spiked sharply in Feb – April period. Though some of these pressures have abated a bit, our suppliers, mainly CEC, had to cover themselves for the raw material to produce our new orders, which took a spurt as we were adjusting our lower OHI levels and slightly revived ASPs! Fortunately, due to SB1's dogged patient negotiation, we have mitigated much of this increase and secured a fairly positive pricing package for the recent MCC purchases. ( These discounts will be reflected in our AIC over the next few days and should help the respective PCA for June!)

Yet, the import market overall would have experienced a certain increase in MCC costs and as such, I urge each region to reflect a modest increase of say 4% on A items and 6% on others, from 6/15/10. Though MCC market is fragmented and somewhat free-ranging, I am confident SIGMA's lead thru regional general price increase letters, followed by increased price quotes will be readily followed by the regional MCC suppliers.

So, I suggest LR finalizes the attached letter and all regions/SST circulate it ASAP.

So, let's *get-it-done!*

Regards,

*Victor Pais*

**SIGMA** Corp.  
 609-758-0800 x 555 (W)  
 609-529-2020 (C)  
 vp@sigmaco.com

SIGTP00006788  
 CONFIDENTIAL-FTC Docket No. 9351  
 FOIA Exempt/Protected by Court Order

CX 1413-001

---

**From:** Jim McGivern  
**Sent:** Monday, June 07, 2010 9:42 PM  
**To:** Victor Pais; M20  
**Subject:** RE: VP to LR : Price Increase Letter

Larry

I agree with Victor's comments. On the fittings it will be interesting to hear the views of the RMs and Tom. I would say Victor is right about a multiplier increase on the fittings but others may have a different perspective.

Why are we waiting until mid July? Can we not say July 1? I look forward to other comments and then getting the letter out tomorrow.

Regards  
Jim

---

**From:** Victor Pais  
**Sent:** Monday, June 07, 2010 6:09 PM  
**To:** M20  
**Subject:** VP to LR : Price Increase Letter  
**Importance:** High

Larry,

The plan to increase LIST for PRP is sound and we should go ahead with it, to follow Star's published move.

For P-401, I am not sure who is leading the pricing? Is it C&B? In any case, all involved including Star will have to follow too...

For any FTGs, it will be a confusing situation if we raise LISTS. Even if Star and other suppliers like SIP etc follow suit, what happens if McW doesn't? There will be confusion in the market...

Also, at present, FTG List is all inclusive – S, M and L size all in one. Changing some and not others will be confusing. SB1 likely suggested raising the multipliers...

This may need additional thought – but, I applaud your efforts to improve pricing...  
Regards,

*Victor Pais*

**SIGMA** Corp.  
609-758-0800 x 555 (W)  
609-529-2020 (C)  
vp@sigmaco.com

---

**From:** lryb446150@aol.com [mailto:lryb446150@aol.com]  
**Sent:** Monday, June 07, 2010 4:37 PM  
**To:** M20  
**Subject:** Price Increase Letter

Guys,

SIGTP00006789  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1413-002

Before I send this out I want your feedback.

Larry

SIGTP00006790  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1413-003

Σ SIGMA*Your Fitting Choice...*

June 7, 2010

To: Sigma Customers

Fm: Larry Rybacki

Sub: New list prices on PRP, 401 and Large Diameter Fittings

Dear Valued Customer,

As we enter the mid year, we at Sigma Corporation hope that you, your company, and your families are doing well as we meander through another difficult year.

In order to continue providing you with the level of service that you've been accustomed to, we at Sigma Corporation plan to make a few adjustments to our pricing of a few of our products, to reflect the recent cost trends in the raw material, currency exchange, transportation, health care and other operational expenses. The following is a summary of these changes :

1. The List Prices of all of our Restrained Joint Products will be increased by about 12%.
2. The List Prices of our Protecto 401 Lined products will be increased by about 12%.
3. The Net Prices of our Municipal Castings including Valve Boxes and Meter Boxes will be increased, at a regional basis.
4. The multipliers for Domestic and Non-domestic Restraints will be revised.
5. The multipliers for Non-Domestic Fittings will be revised.

The List Price increases will be published in our website by the start of AWWA – June 20, 2010. The new prices will be in effect Monday July 1, 2010 with no exceptions.

Thank you for your support and friendship and with a little luck we'll find the next 6 months better than the last.

Sincerely yours,

Larry

**CX 1460**

**From:** TB2 (Tom Brakefield-ALX)  
**Sent:** Thursday, February 11, 2010 01:14:34 PM  
**To:** GF1 (Greg Fox - ALX); MW (Mike Walsh-CRM); CK1 (Chris King-ONT); AR1 (Al Richardson-HTN)  
**Subject:** FW: VP to SB1 : follow up of Domestic material po's with Tyler

guys fyi...if any one else has a similiar situation please let VP know with all the details possible ...tb2

---

**From:** CS1 (Craig Schapiro-CRM)  
**Sent:** Thursday, February 11, 2010 9:08 AM  
**To:** VP (Victor Pais-CRM); 'DAVE PIETRYGA'; TB2 (Tom Brakefield-ALX); JMG (Jim McGivern); RM6; Larry Rybacki  
**Subject:** RE: VP to SB1 : follow up of Domestic material po's with Tyler

Dave - can you ask Joe and Charlie to put the details together for VP? Theirs were the 2 major issues....

Craig Schapiro  
SIGMA Corporation  
(800) 999-2550 x238  
OEM AWWA Waterworks

---

**From:** VP (Victor Pais-CRM)  
**Sent:** Thursday, February 11, 2010 9:54 AM  
**To:** DAVE PIETRYGA; CS1 (Craig Schapiro-CRM); TB2 (Tom Brakefield-ALX); JMG (Jim McGivern); RM6; Larry Rybacki  
**Subject:** VP to SB1 : follow up of Domestic material po's with Tyler

Attn :SB1

OEM also has similar service issue. Their CSR seems to be helpful -- but, also seems to lack any ability to provide quality answers beyond what she may have been advised.

I suggest we find a way to officially communicate and seek response from RT himself and I suggest that MR does it as he was the Operational conduit for this dialog. But, we need to find a way to capture our concerns in a proper and respectful way, with details of back orders and a tactful way to convey the discrepancy in the service and information provided by Tyler to us and the customers.

I can draft such an official letter that can be filled in with specific examples of service concerns -- without being petty or petulant -- and you can then review it before sending it out thru MR...

When MR/CS1 discusses their similar difficulty with me 2/9, I had advised them to approach Tyler thru Stuart or TB who could approach Kent Brown, the Union Plant Manager or even Tom Walton. Of course, we need to be sympathetic to their caution for any such dialog even on service issues under the present circumstances...

Please advise...

SIGTP00018597  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1460-001

Regards,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

---

**From:** DAVE PIETRYGA [mailto:davepie@msn.com]

**Sent:** Thursday, February 11, 2010 8:53 AM

**To:** CS1 (Craig Schapiro-CRM); TB2 (Tom Brakefield-ALX); JMG (Jim McGivern); RM6; Larry Rybacki; VP (Victor Pais-CRM)

**Subject:** FW: Domestic material po's

All,

Please read Bill's comments below. Our customers are becoming very impatient with us on the flow of information and material availability from U/T. It seems that U/T tells us one thing, and our customers something else.

On one occasion in Michigan, we placed an order with Tyler on Jan. 18. They gave us the standard 4 to 6 week lead time. When we finally nailed down an exact ship date, they told us a date of Feb. 10. Our customer, growing tired of us putting them off, called Tyler on Feb. 2nd, and had the material delivered to jobsite on Feb. 5th.

In the instance below Tyler tells us certain material for this job won't be available till Feb. 26, but when the customer called them himself, they told him the material was available for immediate shipment. He is struggling with who is telling him the truth, and we can only go by what they tell us.

I don't know if this is a disconnect within Tyler, but it is not doing much for our reputation, and our abilities to service our customers needs.

I know we need to be patient, but I am struggling to find answers, and so are my customers.

It is also troubling when I probably still have 7 or 8 full trucks of material on order with them and they put 4 skids of material on our truck for drop-off along the way.

Let me know if there is something I can do to help this process. I think this MDA will be a great thing for Sigma once we get over this first rough spot, but we have to maintain our customers trust.

Thanks,

Dave Pietryga  
Midwest Regional Manager  
Sigma Corporation

---

SIGTP00018598  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1460-002

Subject: Re: Domestic material po's  
 To: bill.goodart@hdsupply.com; dp2@sigmaco.com; kc1@sigmaco.com  
 CC: ray.seigworth@hdsupply.com; sb4@sigmaco.com  
 From: kylefamilydell@sbcglobal.net  
 Date: Thu, 11 Feb 2010 12:38:53 +0000

Bill, I will let you know as soon as we can. We have to contact Tyler for this info, which has been the problem all along. I assure you we will do everything within our control to expedite your orders. Thanks again, Charlie. Sent via BlackBerry by AT&T

---

**From:** "Goodart, Bill [HDS]" <Bill.Goodart@hdsupply.com>  
**Date:** Thu, 11 Feb 2010 07:35:09 -0500  
**To:** <kylefamilydell@sbcglobal.net>  
**Cc:** Seigworth, Ray [HDS]<ray.seigworth@hdsupply.com>  
**Subject:** Domestic material po's

Good morning charlie,  
 In reference to several conversations that we have had over the past couple of days about domestic fittings, I need to know the status of all material on the following po's.

4534815  
 4536990  
 4535356  
 4504657

Some of these have had partial shipments, but I need to know the status of all material whether none of it has shipped, or if it is a backorder of a partial shipment...

I need this asap.....our conversations over the past couple of days have been quite troubling to me over the status of this material..when we were approached by sigma in january, being given the ability to pre-order material it was done under the premise that sigma would be able to handle the orders. Up until now, sigma had fulfilled this promise quite well..now i am being told sigma doesn't have the material, sigma can't get answers about the material, some of the material is out 3-6 weeks, and so forth...I entrusted sigma with the orders of 5 branches in the indiana district, and am now being told there is nothing we can do about this.....as you can understand, we have customers who placed orders with us in good faith and they expect their material...I know there are other entitys involved in this matter, but please re-install my faith in our partner(sigma).....I have been given conflicting statements about the status of this material from sigma and from the end producer.....who do I believe????

Thanks  
 Bill goodart

Bill Goodart  
 Senior Buyer  
 HD Supply Waterworks  
 7281 E. 30th Street/46219 317-545-6088 fax 317-549-3383  
 1680 Expo Lane/46214 317-271-1463 fax 317-271-2026  
 Indianapolis, In  
 bill.goodart@hdsupply.com

**One Team Driving Customer Success and Value Creation**

**CONFIDENTIALITY NOTICE:**

This message is for intended addressee(s) only and may contain confidential, proprietary or privileged information, exempt from disclosure, and subject to terms at: <http://www.hdsupply.com/email/>.

SIGTP00018599  
 CONFIDENTIAL-FTC Docket No. 9351  
 FOIA Exempt/Protected by Court Order

CX 1460-003

SIGTP00018600  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1460-004

**CX 1467**

**From:** TB2 (Tom Brakefield - ALX)  
**Sent:** Friday, February 16, 2007 11:05:34 PM  
**To:** RK2 (Raju Kakani-CRM)  
**Subject:** FW: Raju to TB2: DIFRA report  
**Attachments:** DIFRA 2006 Draft.xls

raju this looks fine to me and i believe you have accounted for all the "strings" so the net sales & tonnage numbers would be correct. please make sure vp,sb1,lr look at this before sending i may have missed something thx again, tb2

---

**From:** RK2 (Raju Kakani-CRM)  
**Sent:** Thursday, February 15, 2007 4:06 PM  
**To:** TB2 (Tom Brakefield - ALX)  
**Cc:** VP (Victor Pais - CRM); 'LRyb446150@aol.com'; SB1 (Siddharth Bhattacharji-CRM); FS1 (Fred Stevens-CRM)  
**Subject:** Raju to TB2: DIFRA report

Tom,  
Please see attached 2006 and Jan'07 DIFRA report.

This is after applying all non US filters to the weights and dollar sales data . 401 and plant sales are NOT deducted.

Fred quickly gave me the 2006 Rebate + Commissions + Fright amount (\$2,421,769)

I have taken monthly fitting sales and arrived at the monthly percentages over the total sales. This percentage has been applied to the total rebates & discounts amount. This is just to arrive at the monthly R&D (rebates & discounts ) amount.

This method was adopted as monthly R&D break up is not practical to compute

Finally I computed the NET NET (per DIFRA format) sales by subtracting the monthly R&D amount from the monthly fitting sales.

Fred may come out with a percentage of R&D (after considering the non participation of TDG) which can be applied to report on a monthly basis.

Please let me know if this is acceptable with you. You may want to discuss with DIFRA about our methodology.

---

**Regards,**  
**Raju Kakani**  
Sigma Corporation

SIGTP00002341  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1467-001

Tel: (609) 758-0800 x223  
Efax: (309) 403-6537  
Email: [rk2@sigmaco.com](mailto:rk2@sigmaco.com)

SIGTP00002342  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1467-002

**THIS DOCUMENT IS  
PRODUCED IN NATIVE**

SIGTP00002343  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1467-003

Ductile Iron Fitting Research Association  
 Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped)  
 For the Year Ended December 31, 2006

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
<b>Compact</b>													
3'-12"													
Mechanical Joint	1,113	1,290	1,025	1,044	1,197	1,403	1,190	1,464	1,287	1,211	904	792	13,920
Push-On Joint	116	106	129	95	145	189	201	197	124	112	136	125	1,675
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
14"-24"													
Mechanical Joint	222	220	335	337	375	329	260	389	312	291	200	192	3,463
Push-On Joint	8	8	12	15	9	16	8	24	8	11	9	4	130
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Over 24"													
Mechanical Joint	63	83	123	98	139	108	145	94	91	58	88	103	1,193
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Compact Total</b>	<b>1,523</b>	<b>1,707</b>	<b>1,624</b>	<b>1,588</b>	<b>1,865</b>	<b>2,046</b>	<b>1,804</b>	<b>2,168</b>	<b>1,822</b>	<b>1,683</b>	<b>1,336</b>	<b>1,216</b>	<b>20,381</b>
<b>Full Body</b>													
3'-12"													
Mechanical Joint	138	119	168	37	100	126	150	102	68	107	82	119	1,314
Push-On Joint	1	5	15	9	57	2	5	17	11	30	1		152
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
14"-24"													
Mechanical Joint	113	38	57	34	46	34	63	57	34	45	23	42	585
Push-On Joint		1			12	1				9			22
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Over 24"													
Mechanical Joint	41	33	66	36	39	44	29	36	28	15	21	12	400
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Full Body Total</b>	<b>292</b>	<b>196</b>	<b>306</b>	<b>117</b>	<b>254</b>	<b>207</b>	<b>246</b>	<b>210</b>	<b>141</b>	<b>206</b>	<b>127</b>	<b>173</b>	<b>2,474</b>
<b>Special Fittings</b>													
3'-12"													
Flanged Joint	356	351	321	293	387	527	388	437	363	352	296	281	4,353
Grooved Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
14"-24"													
Flanged Joint	92	111	135	115	120	130	146	173	113	134	93	106	1,468
Grooved Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Over 24"													
Flanged Joint	38	22	67	37	34	35	55	16	56	52	13	19	444
Grooved Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Special Fittings Total</b>	<b>486</b>	<b>483</b>	<b>522</b>	<b>445</b>	<b>542</b>	<b>692</b>	<b>590</b>	<b>626</b>	<b>532</b>	<b>538</b>	<b>402</b>	<b>406</b>	<b>6,264</b>
<b>Total Fittings</b>													
<b>Trade Tons Shipped</b>	<b>2,301</b>	<b>2,386</b>	<b>2,452</b>	<b>2,150</b>	<b>2,661</b>	<b>2,945</b>	<b>2,640</b>	<b>3,004</b>	<b>2,495</b>	<b>2,427</b>	<b>1,866</b>	<b>1,795</b>	<b>29,120</b>
<b>Net Net Sales (\$000's) (1)</b>	<b>\$ 5,259,390</b>	<b>\$ 5,515,640</b>	<b>\$ 6,145,142</b>	<b>\$ 5,301,040</b>	<b>\$ 6,399,994</b>	<b>\$ 6,953,376</b>	<b>\$ 6,257,551</b>	<b>\$ 7,158,453</b>	<b>\$ 5,951,567</b>	<b>\$ 5,576,586</b>	<b>\$ 4,285,378</b>	<b>\$ 4,315,663</b>	<b>\$ 69,119,779</b>
NOTE 1: "Net Net Sales" is Gross Sales less freight, less credits, less programs and less cash discounts.													
ave sales price/ton	\$2,286.02	\$2,311.76	\$2,506.38	\$2,465.61	\$2,405.13	\$2,361.23	\$2,370.13	\$2,383.24	\$2,385.51	\$2,297.92	\$2,296.83	\$2,404.84	\$2,373.62

**Ductile Iron Fitting Research Association**  
**Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped)**  
**For the Year 2007**

	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>
<b>Compact</b>													
3"-12"													
Mechanical Joint	913	0	0	0	0	0	0	0	0	0	0	0	913
Push-On Joint	80	0	0	0	0	0	0	0	0	0	0	0	80
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
14"-24"													
Mechanical Joint	288	0	0	0	0	0	0	0	0	0	0	0	288
Push-On Joint	8	0	0	0	0	0	0	0	0	0	0	0	8
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Over 24"													
Mechanical Joint	184	0	0	0	0	0	0	0	0	0	0	0	184
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Compact Total</b>	<b>1,474</b>	<b>0</b>	<b>1,474</b>										
<b>Full Body</b>													
3"-12"													
Mechanical Joint	122	0	0	0	0	0	0	0	0	0	0	0	122
Push-On Joint	2	0	0	0	0	0	0	0	0	0	0	0	2
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
14"-24"													
Mechanical Joint	65	0	0	0	0	0	0	0	0	0	0	0	65
Push-On Joint	1	0	0	0	0	0	0	0	0	0	0	0	1
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Over 24"													
Mechanical Joint	61	0	0	0	0	0	0	0	0	0	0	0	61
Push-On Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Restrained Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Full Body Total</b>	<b>251</b>	<b>0</b>	<b>251</b>										
<b>Special Fittings</b>													
3"-12"													
Flanged Joint	294	0	0	0	0	0	0	0	0	0	0	0	294
Grooved Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
14"-24"													
Flanged Joint	111	0	0	0	0	0	0	0	0	0	0	0	111
Grooved Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
Over 24"													
Flanged Joint	38	0	0	0	0	0	0	0	0	0	0	0	38
Grooved Joint	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Special Fittings Total</b>	<b>443</b>	<b>0</b>	<b>443</b>										
<b>Total Fittings</b>													
<b>Trade Tons Shipped</b>	<b>2,168</b>	<b>0</b>	<b>2,168</b>										
<b>Net Net Sales (\$000's) (1)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

NOTE 1: "Net Net Sales" is Gross Sales less freight, less credits, less programs and less cash discounts.

**CX 1473**

**SUMMARY OF FIRST MEETING  
TO ESTABLISH TRADE ASSOCIATION  
FOR DUCTILE WATER WORKS FITTINGS**

At about noon on Friday, March 18, 2005, a meeting was held at the law offices of Bradley Arant Rose & White LLP to explore the possibilities and issues involved in establishing a new trade association relating to ductile fittings for the water works industry. In alphabetical order, the attendees of the principals were Tom Brakefield (on behalf of Sigma Company, of which he is National Sales Manager), Gary Crawford (on behalf of U.S. Pipe, of which he is Vice President Sales), and David W. Green (on behalf of McWane, Inc., of which he is Executive Vice President, Soil Pipe and Utility Product Group). A representative of ACIPCO had been invited but had not been able to attend. Lawyer in attendance were Thad G. Long, Michael D. McKibben, and K. Wood Herren, all of Bradley Arant Rose & White LLP.

There appeared to be a consensus that the AWWA was not a satisfactory vehicle for dealing with current and foreseeable needs of those manufacturing and/or selling fittings in the U.S. for the water works industry, partly because it is a large umbrella organization where the needs of a single market segment can get lost and partly because of the long timeframes needed to revise standards and take other actions. Some possible examples of areas which might be addressed by a new and more narrowly focused trade association would be:

- (1) Establishing procedures to eliminate radioactivity from metal sources used for making water works fittings;
- (2) Refining standardizations which go beyond the basic threshold standards established by AWWA;
- (3) Dealing with country-of-origin marking issues, such as the fact that separately sold components currently must be marked but when incorporated into an assembly do not have to be marked; and
- (4) Considering quality control issues.

Next, the potential composition of members eligible to vote was discussed. It was assumed that, if they approved of the association after its contours were better defined, the initial membership would probably include all major factors in the industry, including McWane, Sigma, U.S. Pipe and ACIPCO. It was also suggested that Star and PCI would be potential members and also possibly Metal Fittings (Mexican company). Other names mentioned were Griffin and East Jordan, although it was uncertain as to whether the latter two companies were still marketing water works ductile fittings. A question was raised as to how to define eligibility for voting membership, and several criteria were discussed:

- (1) At a minimum all members would have to currently meet the minimum AWWA standards and commit, subject to possible verification, to meet the minimum AWWA standards in the future;
- (2) Meeting and committing to meet WHO standards;
- (3) There could be minimal standards of financial creditworthiness;

- (4) Sales of ductile water works fittings in the U.S would have to reach some minimal level, probably expressed in terms of a fairly low percentage share of the U.S. market in ductile water works fittings (perhaps something in the 3%-5% range). This would be determined by an independent CPA firm who would not report to the membership any figures, but would only report that a membership applicant either did or did not meet the percentage criteria; and
- (5) Such other criteria for membership as are designed to assure that the voting membership of the Board have some minimal level of interest in the subject and participation and knowledge of issues affecting the industry, without excluding anyone who is a bona fide serious player in the industry.

There was an apparent consensus that voting membership should be open to those who manufacture domestically, and to those who do not, as long as the other criteria for voting membership are met. However, it was agreed that safeguards could be considered to avoid a situation where multiple sellers who simply re-brand products originating from a common manufacturing source are not be awarded multiple memberships. In the latter case, a solution might be to admit to membership the seller who makes at least a plurality of the U.S. sales originating with that common manufacturing source.

Of course, it was contemplated that there would likely be non-voting membership classifications which would be open essentially to everyone with any interest in the business of the association. They would be under a different dues structure and could perhaps participate in some of the work of the Association, either in an advisory capacity or as observer or as full participants, but there might be areas of Association work in which they would not be able to participate. These issues would have to be worked out as the details of the Association were considered and debated in greater depth.

There was some discussion of a committee structure of the Association. There was some thought that perhaps the DIPRA committee structure might be a good starting point. Others pointed out that, because DIPRA tended to work under broad umbrella committees, it might be more appropriate for the new Association to designate its own set of committees based on what it felt were most appropriate to its work. Suggestions of possible committees were: (1) environmental (with health and safety as possible subcommittees); (2) technical; (3) publicity; (4) standards and advertising; (5) operations; (6) finance and budget; (7) marketing; and (8) Executive Committee. It was noted that, while it was good to think through the committee system in advance of organizing the new Association, it would be a simple matter to make changes if experience showed committees needed to be combined, separated, eliminated, added or otherwise modified. Presumably, changes in standing committees would have to be approved by the full Board, or at least by the Executive Committee (if there is one), as opposed to ad hoc committees which could be appointed and terminated by the President or Chair.

Discussion followed as to the timeframe for setting up the Association. Bradley Arant committed, as a bottom-line proposition, to move as quickly as the businesses were

able to move in terms of agreement on the purposes and goals and need for such an Association. With that in mind, Bradley Arant committed to have general minutes of this meeting prepared (the present document) which would be distributed to the organizing members for their comments no later than Tuesday, March 22, 2005. Upon receiving comments, the minutes would be edited to reflect the thinking of the core membership, and then Bradley Arant would disseminate the refined minutes, probably via email, to a potential membership list that the organizers would provide to Bradley Arant, together with a cover memo requesting that the recipients respond in writing with some expression of interest in participating further in the planning phase, with of course no obligation to join the ultimate Association, if any, resulting from the planning. Some of the organizers were to make inquiries of some potential prospects to determine whether they were yet even sellers or manufacturers of ductile fillings for water works applications, as there was a belief expressed that some potential members had exited the industry and would have no further interest.

Within two to three weeks, Bradley Arant (largely Wood Herren) would produce incorporation papers and bylaws suitable to the non-profit status of the proposed Association, tailored to the ideas and input received from the various organizers. After the organizers had had a chance to study these draft organizational papers, it was contemplated that a further organizational meeting would be scheduled at which the details of the bylaws would be ironed out.

Thad G. Long  
March 21, 2005

**CX 1479**

**Long, Thad G.**

---

**From:** Long, Thad G.  
**Sent:** Friday, April 25, 2008 4:46 PM  
**To:** 'Tom Brakefield'; 'TB2@sigmaco.com'; 'VP (Victor Pais - CRM)'; 'Dan McCutcheon'; 'rtatman@tylerunion.com'; 'Gary Crawford'  
**Cc:** Herren, K. Wood; McKibben, Michael D.  
**Attachments:** DIFRA Input Output Format Rev 2 xls (3).xls

Gentlemen:

This morning there was a conference telephone call to discuss certain issues relating to DIFRA member reporting of data, in which the participants were Tom Brakefield and Victor Pais (Sigma), Tick Tatman (Tyler-McWane) and Dan McCutcheon (Star). Gary Crawford of U.S. Pipe was out of the country but had previously said he would accept whatever decision was made concerning these reporting issues. The subjects of the telephone call were: (1) the format of the reporting forms and reporting standards for assuring that data were being reported in a consistent manner across the various reporting companies; and (2) the geographic area of sales to be included in the reporting data. A consensus was reached on all these outstanding issues, and I am undertaking in this email to summarize the conclusions reached and to integrate them with previous decisions and reiterate them in a single comprehensive summarizing email herein.

1. **Reporting Area Geographically, and Reporting Subject (Shipments, not Sales).** The geographic extent covered by the reporting would include **shipments in tons (short tons - 2,000#)** of the **entirety of the United States and Puerto Rico**, but excluding all of the rest of the world. For example, neither Canada nor Mexico, nor Central America, nor South America nor the Caribbean would be included, but Alaska, Hawaii and Puerto Rico would be included. Please note that SHIPMENT figures should be used, rather than sales figures, since sales can be canceled and never shipped, and sales could reflect items whose shipping date is so far in the future as not to reflect reliably current economic activity in the products. Reporting forms have been attached.

2. **Elimination of Duplications in Reporting.** Reporting companies would exclude, from reported shipments, all shipments to other DIFRA members who also report. Thus if member A ships to member B, member A would subtract out of its report whatever the shipments were to member B; but when member B ships the items it has purchased from member A, member B would report those shipments. In that manner, there will be no duplication of shipments of the same items from two companies which each make shipments of the same physical items. To elaborate further, if a DIFRA member ships to another ductile iron fittings supplier which is NOT a DIFRA member (such as a smaller importer of ductile iron fittings), the shipping member WOULD report that shipment, because there would be no duplication in any of the reported sales data, since the purchaser in this example is not a DIFRA member and would not be participating in supplying data.

3. **Definition.** "Non-Flange fittings" mean mean all types of fittings, specialty or otherwise, which are not flanged fittings, such as MJ, restrain, grooved and flanged configurations (such as MJ & flange, TJ & flange, etc.)

4. **Commencement of Reporting, Timeframes, and Reporting Deadlines.** It was determined in the conference call that reports would be submitted by all DIFRA members no later than May 15, 2008 (which would reflect data for April 2008 and for prior time periods as will be indicated below), and that monthly reports would thereafter be made by the 15th calendar date of each month for data referable to the immediately preceding calendar month. The initial reports which would be filed by May 15, 2008 would also reflect some "catch-up" data for the years 2006 and 2007. For the year 2006, it is necessary only to report annual aggregate data for that entire year. For the year 2007, monthly data should be reported to that year-to-year variations can be ascertained relative to 2008. At this time, DIFRA has elected to utilize the accounting firm of Sellers Richardson Watson Haley & Logan LLP CPA, 2100 Southbridge Parkway, Birmingham, AL 35209, to compile the data and to report back to each member, monthly, aggregate data only with no information provided as to sales by any single company. The data should normally be sent to the attention of Rick Haney at Sellers Richardson, unless otherwise advised.

I would appreciate your comments on the reporting forms and the criteria which govern the filling out of the forms, as set forth above. I look forward to hearing from you when you have had an opportunity to review this email and its attachments to be sure I am accurately reflecting the decisions you have made. Thanks. My best. Thad Long

4/25/2008

DIFRA-000081

CX 1479-001

Thad G. Long

For Attorney Profile click below

Thad G. Long

4/25/2008

DIFRA-000082

CX 1479-002

Ductile Iron Fitting Research Association  
Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped)  
For the Year Ended December 31, 2006

Member Name	total <u>2006</u>
2"-12"	
Flanged	0
All Other	0
14"-24"	
Flanged	0
All Other	0
> 24"	
Flanged	0
All Other	0
<b>Total Trade Tons Shipped</b>	<hr/> <b>0</b>

DIFRA-000083

4/25/2008

CX 1479-003

**Ductile Iron Fitting Research Association**  
**Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped)**  
**For the Year Ended December 31, 2007**

<u>Member Name</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>
2"-12"													
Flanged	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other	0	0	0	0	0	0	0	0	0	0	0	0	0
14"-24"													
Flanged	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other	0	0	0	0	0	0	0	0	0	0	0	0	0
> 24"													
Flanged	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Trade Tons Shipped</b>	<b>0</b>												

DIFRA-000084

4/25/2008

CX 1479-004

**Ductile Iron Fitting Research Association  
 Schedule of Ductile Iron Waterworks Fittings (Trade Tons Shipped)  
 For the Year Ended December 31, 2008**

<b>Member Name</b>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>
<b>2"-12"</b>													
Flanged	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>14"-24"</b>													
Flanged	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>&gt; 24"</b>													
Flanged	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Trade Tons Shipped</b>	<b>0</b>												

DIFRA-000085

4/25/2008

CX 1479-005

# CX 1514

**From:** precastharry@aol.com  
**Sent:** Thursday, September 24, 2009 04:35:50 PM  
**To:** MW (Mike Walsh-CRM)  
**Subject:** Fwd: HD Chantilly

Mike,

Hopefully you had a chance to look at this.

Thanks

Harry

-----Original Message-----

**From:** precastharry@aol.com  
**To:** MW@Sigmaco.com  
**Sent:** Thu, Sep 24, 2009 1:18 pm  
**Subject:** HD Chantilly

Mike,

I have been asked by Barry Nickolson for help on a job they just got that was released after 8 months. They quoted this in Jan and need a .23 multiplier for this one only. I have told them no due to the trust agreement we have with Tyler but they don't care. They need help.

It's your call. I am not sure what they will do if we don't help. Probably go to Star.

Let me know asap as I have been putting this off since last Friday.

Harry

By the way it is only around a \$5,000 job. No restraints.

# CX 1519

**From:** VP [vp@sigmaco.com]  
**Sent:** Tuesday, December 29, 2009 02:30:18 PM  
**To:** GF1 (Greg Fox-ALX); TB2 (Tom Brakefield-ALX); VP (Victor Pais-CRM); JMG (Jim McGivern)  
**Cc:** Larry Rybacki; RM6; CS1 (Craig Schapiro-CRM)  
**Subject:** VP to GF: TylerUnion Price Increase

Greg,

I am glad to comply - but, I haven't seen a ltr from Tyler for either blended or dom Ftgs, though I did see a msg to OEM alerting them abt the incr for the MDA..

Can someone fwd me a Tyler customer ltr with both incr?

Also, has anyone seen a ltr from Star?

Rgds, Victor

Regards  
Victor Pais

---

**From:** "GF1 (Greg Fox-ALX)" <GF1@sigmaco.com>  
**Date:** Mon, 28 Dec 2009 17:20:00 -0500  
**To:** TB2 (Tom Brakefield-ALX)<TB2@sigmaco.com>; VP (Victor Pais-CRM)<VP@sigmaco.com>; JMG (Jim McGivern)<JMG@sigmaco.com>  
**Cc:** Larry Rybacki<lryb446150@aol.com>; RM6<RM6@sigmaco.com>; CS1 (Craig Schapiro-CRM)<CS1@sigmaco.com>  
**Subject:** GF1 -> TB2/VP/JMG: TylerUnion Price Increase

Tom / Victor / Jim -

I copied Larry on a regional email that I circulated to the ALX team notifying them of Union/Tyler's price increase announcements on both domestic & non-domestic fittings.

In a response, he sent the message below.

I believe that he is making a general request for someone within Sigma to initiate a price increase letter of our own. I leave it to you guys to determine who & what should be done.

Greg

---

**From:** lryb446150@aol.com [mailto:lryb446150@aol.com]  
**Sent:** Monday, December 28, 2009 3:42 PM

**To:** GF1 (Greg Fox-ALX); RA1 (Russell Axon-ALX); GL2 (Gloria Lamborne-ALX); SM1 (Scott Marlow-ALX); KR1 (Kim Robinson-ALX); DS1 (David Swindell-ALX); KS3 (Kevin Stine); GD1 (Greg Danais - ORL); GW1 (Greg Wilkerson-ALX); BW2 (Ben Ware - ORL); SM3 (Steve Myers); JG2 (Joel Goff-ALX); KP3 (Kevin Pennington)  
**Cc:** CS1 (Craig Schapiro-CRM); MR1 (Mitchell Rona-CRM)  
**Subject:** Re: TylerUnion Price Increase

Somebody, Tom Victor or Jim get the price increase letter out ASAP. Sign my name if you want-thanks guys!

Sent from my Verizon Wireless BlackBerry

---

**From:** "GF1 (Greg Fox-ALX)" <GF1@sigmaco.com>  
**Date:** Mon, 28 Dec 2009 14:58:54 -0500  
**To:** RA1 (Russell Axon-ALX)<ra1@sigmaco.com>; GL2 (Gloria Lamborne-ALX)<gl2@sigmaco.com>; SM1 (Scott Marlow-ALX)<sm1@sigmaco.com>; KR1 (Kim Robinson-ALX)<kr1@sigmaco.com>; DS1 (David Swindell-ALX)<ds1@sigmaco.com>; KS3 (Kevin Stine)<ks3@sigmaco.com>; GD1 (Greg Danais - ORL)<gd1@sigmaco.com>; GW1 (Greg Wilkerson-ALX)<gw1@sigmaco.com>; BW2 (Ben Ware - ORL)<bw2@sigmaco.com>; SM3 (Steve Myers - HTN)<sm3@sigmaco.com>; JG2 (Joel Goff-ALX)<jg2@sigmaco.com>; KP3 (Kevin Pennington)<kp3@sigmaco.com>  
**Cc:** CS1 (Craig Schapiro-CRM)<CS1@sigmaco.com>; MR1 (Mitchell Rona-CRM)<MR1@sigmaco.com>; Larry Rybacki<lryb446150@aol.com>  
**Subject:** FW: TylerUnion Price Increase

To All -

Under the terms and agreements of our Master Distribution Agreement with Union/Tyler, we will mirror the multiplier and implementation dates of this letter.

We have no latitude for exceptions.

Greg

---

**From:** MR1 (Mitchell Rona-CRM)  
**Sent:** Monday, December 21, 2009 7:42 PM  
**To:** OEM5; RM6; CS1 (Craig Schapiro-CRM)  
**Cc:** SS1 (Sean Salins-CRM); BSA (Billie Sue Atkinson-Csik - CRM)  
**Subject:** FW: TylerUnion Price Increase

Guys,

This brings all domestic to one national multiplier.

Thanks,

Mitchell

SIGTP00028027  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

# CX 1521

**From:** CS1 (Craig Schapiro-CRM)  
**Sent:** Tuesday, February 23, 2010 04:32:57 AM  
**To:** MR1 (Mitchell Rona-CRM); RM6  
**Cc:** M5; SB2 (Stuart Box - CRM); SS1 (Sean Salins-CRM); GR1 (Gopi Ramanathan-CRM)  
**Subject:** RE: MR to All Re: Tyler Domestic Business

we are still quoting as much for acipco as we were 3 months ago. they are VERY busy w/ DOM. Mitchell - Mike is correct. Please look at the printout i had left for you. They are backed up in EVERYTHING, including 4-24" "A" items...

Craig Schapiro  
 SIGMA Corporation  
 (800) 999-2550 x238  
 OEM AWWWA Waterworks

---

**From:** MR1 (Mitchell Rona-CRM)  
**Sent:** Monday, February 22, 2010 11:35 PM  
**To:** RM6  
**Cc:** M5; CS1 (Craig Schapiro-CRM); SB2 (Stuart Box - CRM); SS1 (Sean Salins-CRM); GR1 (Gopi Ramanathan-CRM)  
**Subject:** MR to All Re: Tyler Domestic Business

Guys,

I have spoken quickly with Rick about the production delays.

He said they are behind on the middle range of lower volume items say 10" thru 16". These are not the disa high volume items or the large size but the horizontal molding line for the lower volume items.

This medium line does about 5.5 tons and hour running 11 hours a day. This is 60 tons a day. This is 4 days per week. They can change the tool 32 times a day. This is their bottleneck.

His question is after we get our beat the increase orders do we expect the business to hold up. Is quoting still strong or might we have met the ARRA demand backlog.

1. In speaking with Mike Walsh he felt Tyler was not just behind on lower volume but also A items.
2. Mike also felt that he might not need another truckload based on present trends until maybe April or May? How do you guys feel about that in your own region?
3. Tyler just wants to know how to help complete the backlog without gearing up for a market that will flatten out after they clear the deck. We not owe them anything in the way of commitment but your feedback will be helpful.

SIGTP00018408  
 CONFIDENTIAL-FTC Docket No. 9351  
 FOIA Exempt/Protected by Court Order

CX 1521-001

Thanks,

Mitchell

SIGTP00018409  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1521-002

**CX 1562**

---

**From:** Rick Tatman [rtatman@tylerunion.com]  
**Sent:** Friday, July 18, 2008 9:16 PM  
**To:** McCullough, Leon (McWane Executive Vice President); Walton, Thomas (McWane Sr. Vice President)  
**Cc:** Rick Tatman  
**Subject:** Revised DIFRA Numbers & 2nd Quarter Executive Report  
**Attachments:** 2Q 2008 Fittings Dashboard.ppt; 2Q 2008 TylerUnion Executive Summary.doc; Revised DIFRA Output Analysis.xls

Attached is the 2<sup>nd</sup> Quarter Dashboard & Executive Summary report.

Also, as the revised historical DIFRA reports just came in this morning, I have also updated the summary file we looked at prior including a variance analysis between the two sets of numbers.

You'll see that there was only a negligible change to the baseline 2006 data with the most significant data change occurring in 2007 for the 2"-12" non-flanged category.

The 2007 change increased McWane share by slightly less than 1 point.

Since the 2006 base point changed by less than 300 tons, I feel more confident in the accuracy of the revised data.

Note, one of the charts on the Dashboard plots Tyler/Union's tonnage compared to DIFRA, VMA and DIPRA

June DIFRA data should be out next week as will the DIPRA data.

Let me know if you have any questions.

Enjoy the weekend!

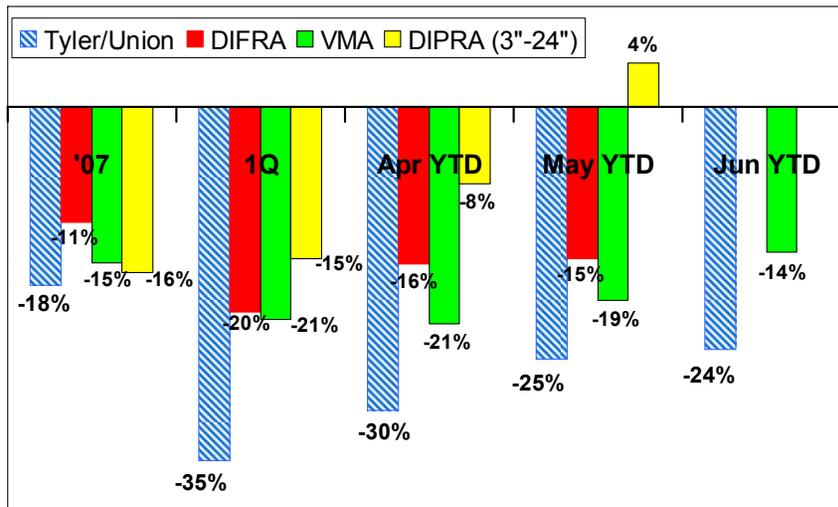
*Richard (Rick) Tatman*

VP&GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-2440  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)

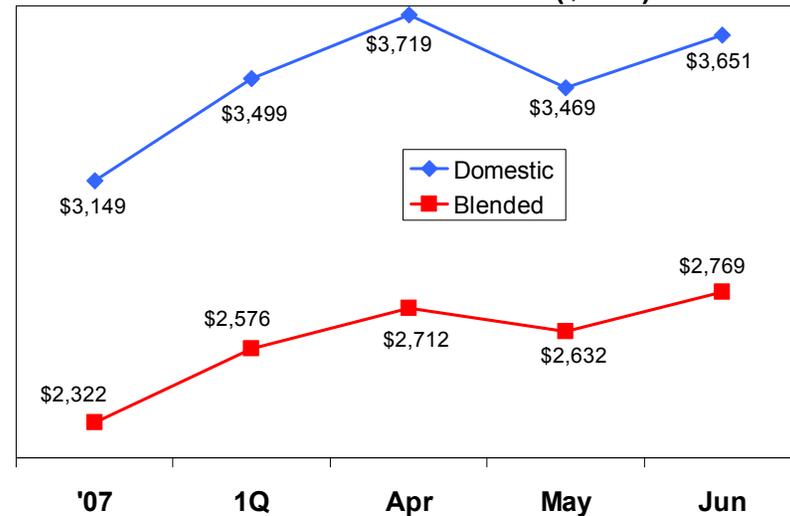


# Fittings Dashboard Page 1/2

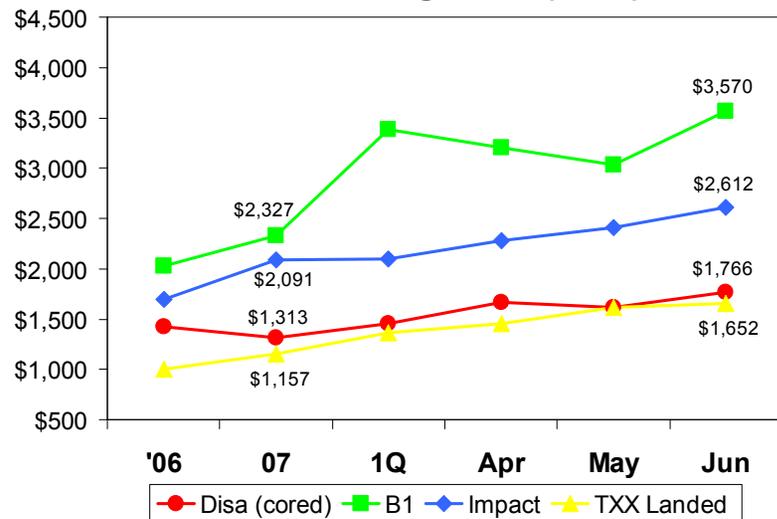
### Fittings vs Industry Benchmarks



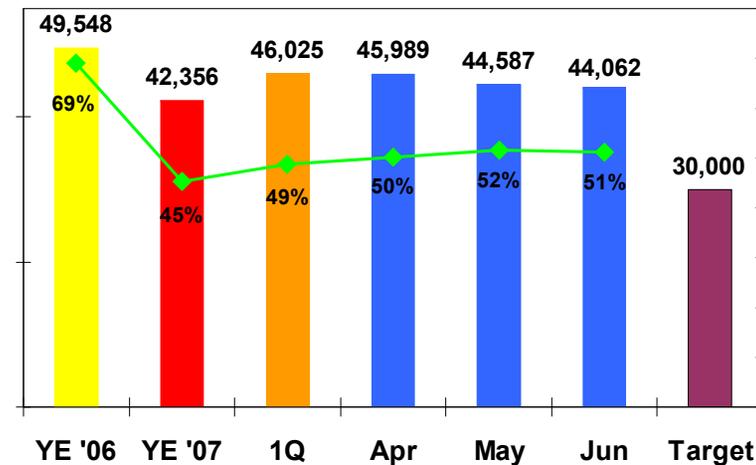
### Gross Invoice Price (\$/ton)



### Manufacturing Costs (\$/ton)



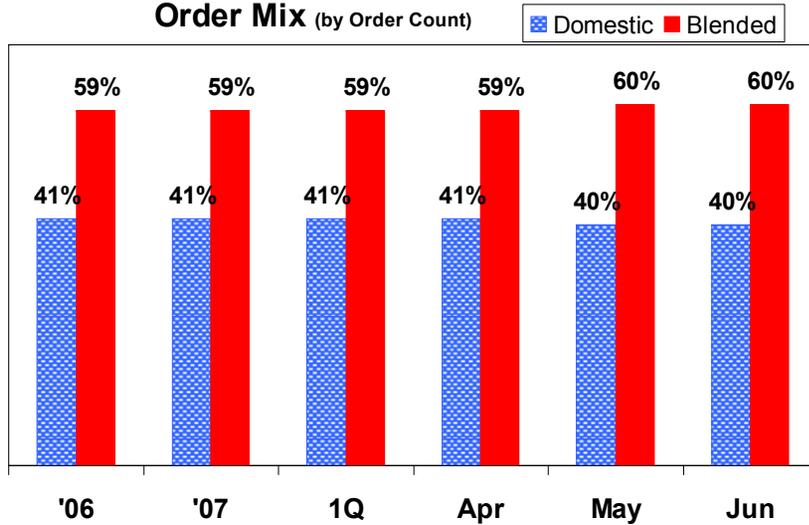
### Total Fitting Inventory (tons) Mix (% Domestic content)



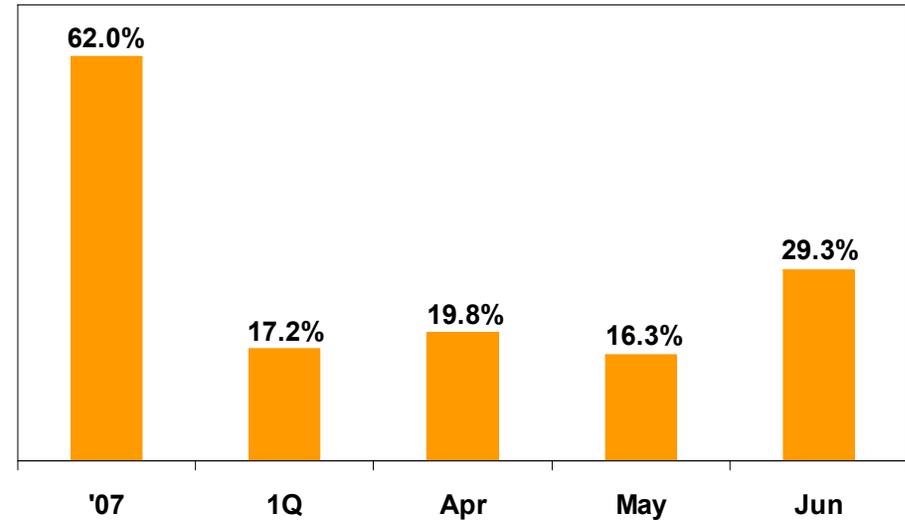


# Fittings Dashboard Page 2/2

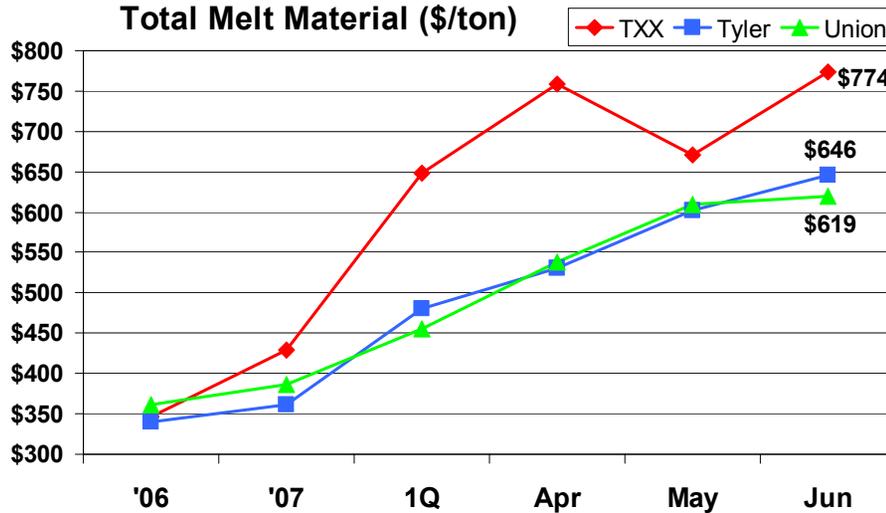
**Order Mix (by Order Count)**



**% Domestic Product in Blended Order Shipments**



**Total Melt Material (\$/ton)**



<i>Disa</i>	'06	'07	YTD	2Q Trend
Good Tons/hr	4.2	5.5	6.6	+
Scrap	1.8%	1.4%	1.2%	+
Downtime	19.6%	13.7%	10.4%	-
Lbs per Mold	35	37	50	Flat
<i>B1</i>	'06	'07	YTD	2Q Trend
Good Tons/hr	1.3	1.4	1.3	+
Scrap	10.9%	12.5%	11.5%	++
Downtime	23.0%	16.4%	17.4%	+
Lbs per Mold	605	625	656	+
<i>Impact</i>	'06	'07	YTD	2Q Trend
Good Tons/hr	8.4	9.8	9.5	-
Scrap	2.8%	1.2%	1.5%	Flat
Downtime	14.3%	9.0%	6.2%	++
Lbs per Mold	197	212	203	-

## Tyler/Union Executive Report – 2<sup>nd</sup> Quarter 2008

### Financial Performance

June YTD pre-reserve income of \$6.9M was up \$5.4M compared to 2007 despite revenues being down 11% and Idle Plant charges of \$2.8M. Change in performance was driven by a 9 point improvement in gross profits coupled with an incremental inventory revaluation of 1.0M compared to 2007. Improvement in gross profit was primarily driven by two factors: a lower percentage of higher cost domestic fittings shipped against blended sales; and valve boxes turning from negative to positive margin business with the introduction of the sourced product and price actions on domestic orders. Pending any unforeseen changes, an additional \$1.6M of inventory valuation remains to be booked at year-end and the Ferguson rebate accrual has a balance of \$0.5M after finishing the prior rebate program.

Pre-reserve income for TXX was -\$0.85M June YTD and is expected to remain in the negative territory for the balance of the year as we manage the transfer price more for cash flow than income.

### Sales/Market/Competitive Environment

Sales volume on fittings continues to be a growing concern. When measured against DIFRA we are lagging by 10 points May YTD and against VMA units we are lagging 10 points June YTD. Note the June DIFRA data was not yet available. On a positive note, the spread with both DIFRA and VMA shows a recovery of about 5 points from the March YTD numbers.

Of our major accounts, TDG is down 40% followed by HDS down 30%, WinWater down 20% and Ferguson down 3%. All major accounts showed some recovery during the 2<sup>nd</sup> Quarter with the total Trade sales @ -24% compared to -35% for March YTD. Sigma was officially out of the TDG program for 2007, so we believe the TDG numbers are strongly influenced by members re-supporting Sigma this year.

Ferguson has now replaced HD Supply as our #1 account representing about 26% of total distribution sales. However, we expect sales to drop off for the next several months due to their large purchase volumes in May and the end of their fiscal year in July.

We continue to track the level of confirmed discounting and job pricing within our competitive action file. The level of activity appears to have slowed over the past several months probably driven by a combination of rising costs putting more pressure on price and more creative use of programs.

Both Sigma & Star have communicated support of the July 14<sup>th</sup> price increase although Sigma's communication method was much less public or open from what they have historically done. The Sales team is picking up spotted branch inputs, mostly in the Southeast, of still being able to place orders at the old multipliers, but it will be mid-August until we can make an accurate assessment on the adherence level to published pricing.

## **Manufacturing/Inventory/Order Fulfillment**

The inventory balance for fittings continued to fall slightly each month during the 2<sup>nd</sup> Quarter and is now within 1,700 tons of the prior year end level. As of June we have terminated our BCH orders and do not anticipate renewing activity until potentially after 2009. This will reduce supply by 300 tons/month starting in August which will allow us to better manage overall inventory levels. Domestic plants will remain on the prior 143 day schedule and TXX will remain scheduled for about 15,000 tons annually or 60% of their capacity.

The scaling back of non-domestic supply will cause us to re-look at our product management for blended shipments which will need to have a higher percentage of domestic content. With the Disa near cost competitive with TXX, we need to develop an analytical model to help us optimize the balance between production schedules, inventory balances and product costs to determine by product category what our shipping mix should be for blended sales.

Order fulfillment performance or the customer's perception of our relative performance is an area that will need more time, attention and resource dollars. Although in general our performance on the standard metrics being measured has not degraded, I sincerely believe that we have a significant competitive disadvantage in this area. The current projects being scoped for feasibility are: product or pallet bar coding; using Elmira as a satellite yard; re-engineering the material placement and process flow within the Tyler yard and use of consignment for select location.

## **Tyler/Union Integration**

A major step in the integration process was completed the end of June with the transition of Union Foundry to ASI (Order entry, Receiving, Scheduling, Inventory Control) and MAS 200 (General Ledger, Accounts Payable, Payroll). There are certainly issues to be resolved, but in comparison to other system changes I have experienced, this one went reasonably well. It is our intent to publish a single Blue Book starting with July.

## **Dashboards**

This executive report included a dashboard format that will allow you to quickly pulse performance on eight key metrics that are not readily found in the Blue Book. Please let me know if there are different metrics you would like to see in my 3<sup>rd</sup> Quarter report.

Sincerely,

*Richard Tatman*

Richard (Rick) Tatman  
VP&GM Tyler/Union

Initial DIFRA Report Summary - Per Revised Reports

Total Tonnage	DIFRA	McWane	% Share	Tyler/Union	% Share	Clow	% Share
2006	134,334	73,762	54.9%	71,611	53.3%	2,151	1.6%
2007	118,953	60,629	51.0%	59,020	49.6%	1,609	1.4%
April YTD	33,550	15,304	45.6%	14,769	44.0%	535	1.6%

Flanged	DIFRA	McWane	% Share	Tyler/Union	% Share	Clow	% Share
2006	24,349	9,708	39.9%	8,234	33.8%	1,474	6.1%
2007	21,421	8,270	38.6%	7,647	35.7%	623	2.9%
April YTD	6,615	2,507	37.9%	2,310	34.9%	197	3.0%

Other	DIFRA	McWane	% Share	Tyler/Union	% Share	Clow	% Share
2006	109,985	64,052	58.2%	63,375	57.6%	677	0.6%
2007	97,532	52,359	53.7%	51,373	52.7%	986	1.0%
April YTD	26,935	12,796	47.5%	12,458	46.3%	338	1.3%

2006	DIFRA	McWane	% Share	Tyler/Union	% Share	Clow	% Share
2"-12" Flanged	17,626	7,878	44.7%	7,037	39.9%	841	4.8%
2"-12" Other	85,044	53,616	63.0%	53,276	62.6%	340	0.4%
Total 2" -12"	102,670	61,494	59.9%	60,313	58.7%	1,181	1.2%
14"-24" Flanged	5,533	1,593	28.8%	1,136	20.5%	457	8.3%
14"-24" Other	19,215	9,176	47.8%	8,911	46.4%	265	1.4%
Total 14"-24"	24,748	10,769	43.5%	10,047	40.6%	722	2.9%
Over 24' Flanged	1,190	237	19.9%	61	5.1%	176	14.8%
Over 24" Other	5,726	1,260	22.0%	1,188	20.7%	72	1.3%
Total Over 24"	6,916	1,497	21.6%	1,249	18.1%	248	3.6%

2007	DIFRA	McWane	% Share	Tyler/Union	% Share	Clow	% Share
2"-12" Flanged	15,477	6,524	42.2%	6,218	40.2%	306	2.0%
2"-12" Other	74,870	43,295	57.8%	42,708	57.0%	587	0.8%
Total 2" -12"	90,347	49,819	55.1%	48,926	54.2%	893	1.0%
14"-24" Flanged	4,875	1,560	32.0%	1,297	26.6%	263	5.4%
14"-24" Other	17,328	7,817	45.1%	7,521	43.4%	296	1.7%
Total 14"-24"	22,203	9,377	42.2%	8,818	39.7%	559	2.5%
Over 24' Flanged	1,069	186	17.4%	132	12.3%	54	5.1%
Over 24" Other	5,334	1,247	23.4%	1,144	21.4%	103	1.9%
Total Over 24"	6,403	1,433	22.4%	1,276	19.9%	157	2.5%

April YTD	DIFRA	McWane	% Share	Tyler/Union	% Share	Clow	% Share
2"-12" Flanged	4,618	1,863	40.3%	1,773	38.4%	90	1.9%
2"-12" Other	20,171	10,262	50.9%	10,073	49.9%	189	0.9%
Total 2" -12"	24,789	12,125	48.9%	11,846	47.8%	279	1.1%
14"-24" Flanged	1,624	574	35.3%	494	30.4%	80	4.9%
14"-24" Other	5,111	2,098	41.0%	1,976	38.7%	122	2.4%
Total 14"-24"	6,735	2,672	39.7%	2,470	36.7%	202	3.0%
Over 24' Flanged	373	70	18.8%	43	11.5%	27	7.2%
Over 24" Other	1,653	436	26.4%	409	24.7%	27	1.6%
Total Over 24"	2,026	506	25.0%	452	22.3%	54	2.7%

Variance to Original Data Submitted

Total Tonnage	Original Data	Revised Data	Variance
2006	134607	134,334	-273
2007	121087	118,953	-2,134
April YTD	33881	33,550	-331

Flanged	Original Data	Revised Data	Variance
2006	24374	24,349	-25
2007	21829	21,421	-408
April YTD	6643	6,615	-28

Other	Original Data	Revised Data	Variance
2006	110233	109,985	-248
2007	99258	97,532	-1,726
April YTD	27238	26,935	-303

2006	Original Data	Revised Data	Variance
2"-12" Flanged	17623	17,626	3
2"-12" Other	85228	85,044	-184
Total 2" -12"	102851	102,670	-181
		0	
14"-24" Flanged	5532	5,533	1
14"-24" Other	19213	19,215	2
Total 14"-24"	24745	24,748	3
Over 24' Flanged	1219	1,190	-29
Over 24" Other	5792	5,726	-66
Total Over 24"	7011	6,916	-95

2007	Original Data	Revised Data	Variance
2"-12" Flanged	15859	15,477	-382
2"-12" Other	76539	74,870	-1,669
Total 2" -12"	92398	90,347	-2,051
14"-24" Flanged	4875	4,875	0
14"-24" Other	17327	17,328	1
Total 14"-24"	22202	22,203	1
		0	0
Over 24' Flanged	1095	1,069	-26
Over 24" Other	5392	5,334	-58
Total Over 24"	6487	6,403	-84

April YTD	Original Data	Revised Data	Variance
2"-12" Flanged	4647	4,618	-29
2"-12" Other	20449	20,171	-278
Total 2" -12"	25096	24,789	-307
		0	
14"-24" Flanged	1625	1,624	-1
14"-24" Other	5113	5,111	-2
Total 14"-24"	6738	6,735	-3
		0	
Over 24' Flanged	371	373	2
Over 24" Other	1676	1,653	-23
Total Over 24"	2047	2,026	-21

Share Positions

McWane Share	Original	Revised	Variance
2006	54.8%	54.9%	0.1%
2007	50.1%	51.0%	0.9%
April YTD	45.2%	45.6%	0.4%

**CX 1564**

---

**From:** Rick Tatman [rtatman@tylerunion.com]  
**Sent:** Wednesday, April 16, 2008 5:09 PM  
**To:** Walton, Thomas (McWane Sr. Vice President); McCullough, Leon (McWane Executive Vice President)  
**Subject:** Tyler/Union Quarterly Report  
**Attachments:** 1Q 2008 Fittings Dashboard.ppt; 1Q 2008 TylerUnion Executive Summary.doc

I wanted to put out this quarterly report to supplement the normal information published in the Blue Books.

The attached Dashboard file graphically tracks some of the key metrics I look at and can quickly give you a pulse on the business.

If needed, the attached written report goes into more detail.

If you find these of value I'll keep putting them out on a quarterly basis.

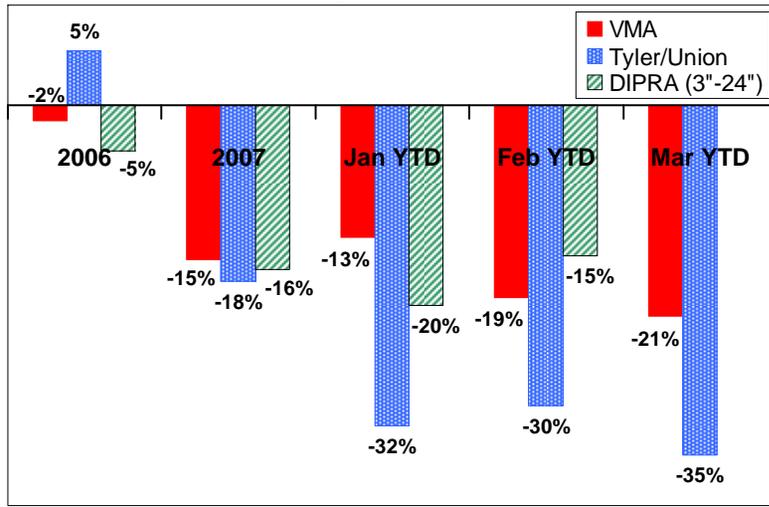
*Richard (Rick) Tatman*

VP&GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-240  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)

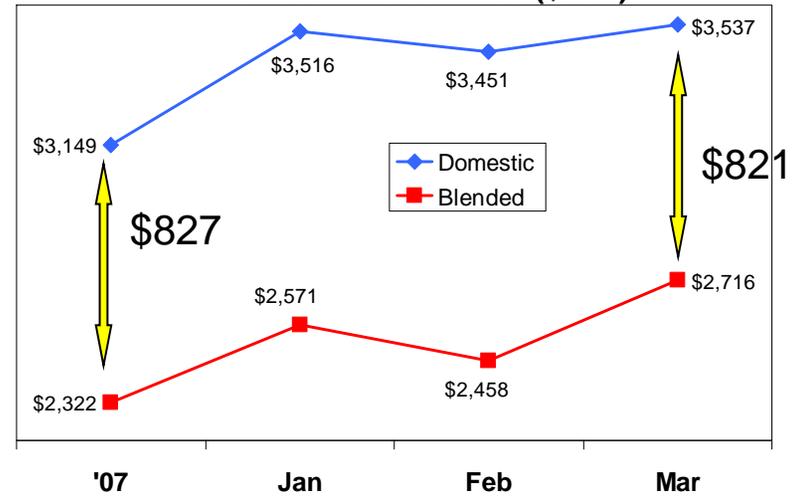


# Fittings Dashboard Page 1/2

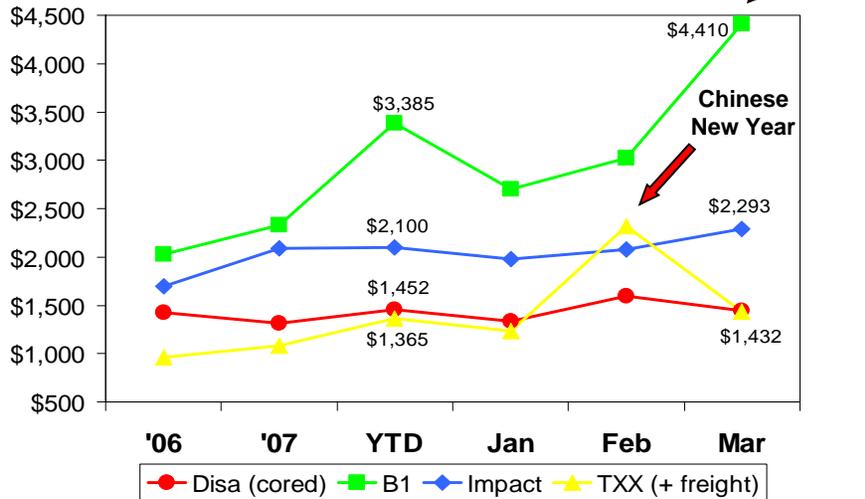
**Fittings vs VMA & DIPRA**



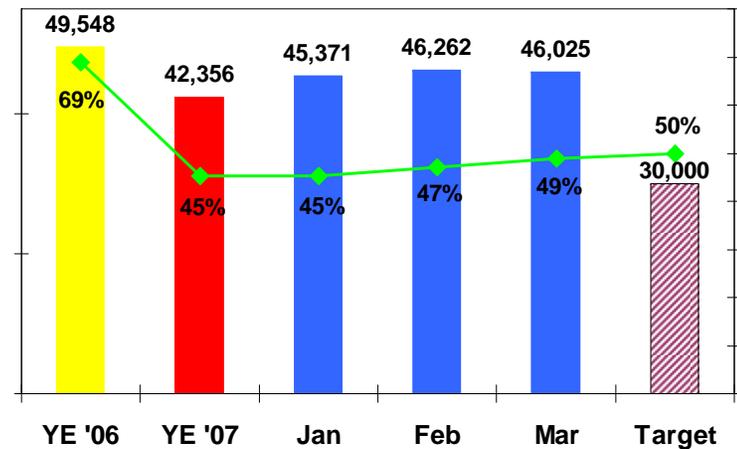
**Gross Invoice Price (\$/ton)**



**Manufacturing Costs (\$/ton)**



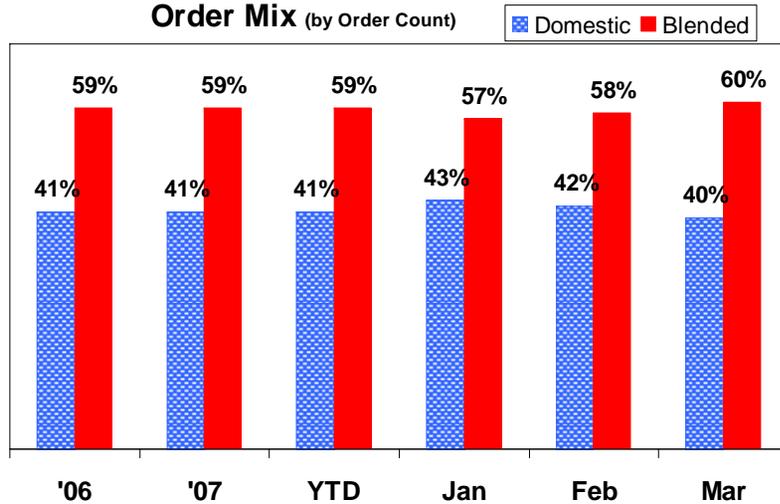
**Total Fitting Inventory (tons)  
Mix (% Domestic content)**



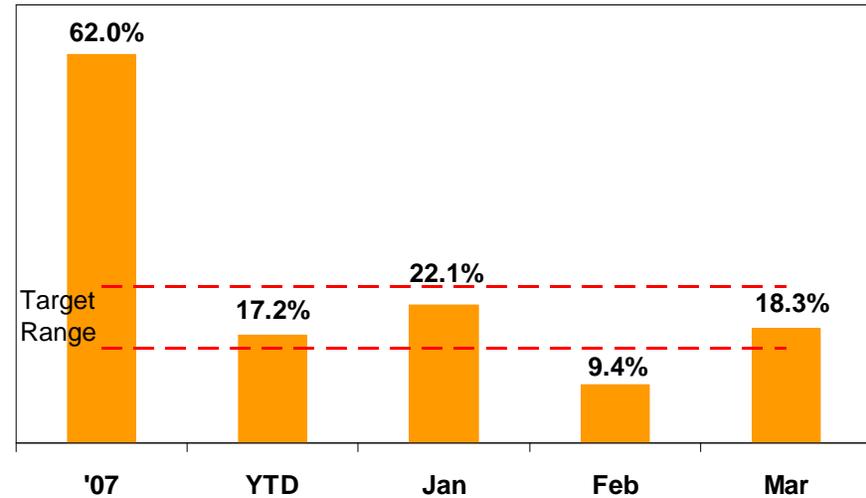


# Fittings Dashboard Page 2/2

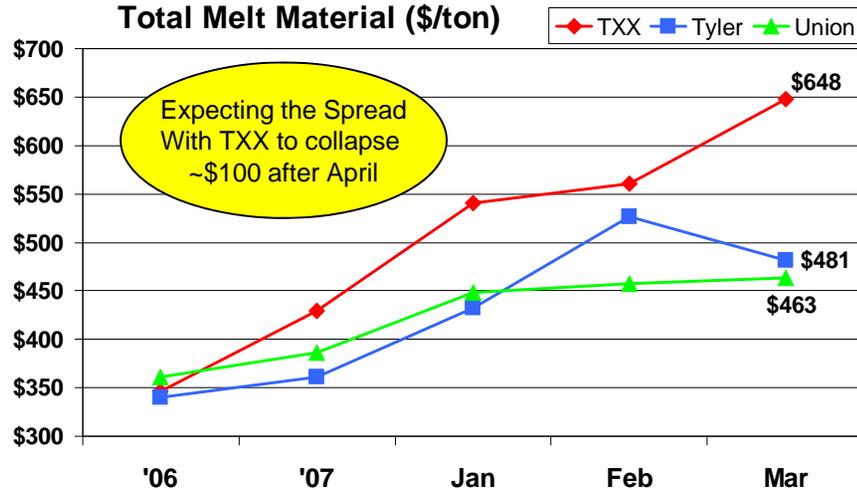
**Order Mix (by Order Count)**



**% Domestic Product in Blended Order Shipments**



**Total Melt Material (\$/ton)**



<i>Disa</i>	'06	'07	YTD
Good Tons/hr	4.2	5.5	6.5
Scrap	1.8%	1.4%	1.4%
Downtime	19.6%	13.7%	9.6%
Lbs per Mold	35	37	50
<i>B1</i>	'06	'07	YTD
Good Tons/hr	1.3	1.4	1.2
Scrap	10.9%	12.5%	16.9%
Downtime	23.0%	16.4%	18.1%
Lbs per Mold	605	625	633
<i>Impact</i>	'06	'07	YTD
Good Tons/hr	8.4	9.8	9.7
Scrap	2.8%	1.2%	1.5%
Downtime	14.3%	9.0%	7.6%
Lbs per Mold	197	212	212

} Shift to Larger Fittings from Historical

## Tyler/Union Executive Report for 1<sup>st</sup> Quarter 2008

### Financial Performance

Per reserve income of \$4.6M was up \$2.1M compared to 1<sup>st</sup> Quarter 2007, despite revenues being down 24% and Idle Plant charges of \$1.5M. Change in performance was driven by a 9.3 point improvement in gross profits coupled with an inventory revaluation of \$4.1M which was \$1.1M incremental. The gross profit improvement was primarily driven by two factors: a lower percentage of higher cost domestic fittings shipped against blended sales; and valve boxes turning from negative to positive margin business with the introduction of the sourced product and price actions on domestic orders. Pending any unforeseen changes, an additional \$1.6M of inventory valuation remains to be booked at year-end.

### Sales/Market/Competitive Environment

Sales volume on fittings continues to be a growing concern. When measured against both VMA and DIPRA data, we have given up significant share during the first quarter with fitting tonnage lagging VMA unit volume by 14 points.

Of our major accounts, TDG is down 54% followed by HDS down 34%, WinWater down 23% and Ferguson down 16%. Sigma was officially out of the TDG program for 2007, so the high erosion in TDG's volume may be due to members re-supporting Sigma this year.

Ferguson outpacing the general market is enhanced by Newport News actively working with branches to hit one of the higher rebate tiers within their program that expires May 31<sup>st</sup>. We will have to be very careful in the structure of our next program that it doesn't allow Ferguson to shift tonnage back for the balance of the year to hit Sigma's calendar year based incentive points.

Based upon our competitive feedback log, the level of multiplier discounting by both Star and Sigma appears to have died down significantly. As we understand it, both have removed pricing authority from the front line sales team and pushed it up higher within their organizations. Discounting is still available, but it now requires a more structured decision process. In an effort to drive some volume, they also both selectively honored prior job pricing beyond their published March 1<sup>st</sup> cut-off date. Our hard stance on that date certainly appears to have cost us some short term tonnage.

Somewhat off-setting the higher degree of price stabilization is greater flexibility with extending terms. Several confirmed inputs have terms ranging from (1.5% 75days) to (2% 90 days) available to select accounts. HD Supply is at (1.5% 90 days) with Star and (2% 75 days) with Sigma, while Sigma has Mainline at (2% 90days).

With costs continuing to rise in China, Sigma has recently been putting out feelers on executing another price increase. Their communications appear to be testing our acceptance or resistance to supporting their prior announced then retracted January list price increase. With a nominal increase of about 25%, I don't believe that pricing can be supported in the market with any discipline, especially coupled with the February multiplier increases in the 7% range. I am pretty sure they understand our published position on supporting a list price change, so I suspect they will instead put out a multiplier increase sometime in May.

### **Manufacturing/Inventory**

Inventory for fittings grew almost 3,700 tons during the quarter despite extensive idle days at both the Tyler and Union plants. For the year we currently have both Tyler and Union scheduled for only 144 production days with 10 hours per shift. Under that domestic production and our scaled back non-domestic supply plan we could hold inventory levels flat with sales down 18% from last year.

Our original plan to reduce inventory by 5,000 tons doesn't appear to be viable at this point without taking more drastic actions. We will take a hard assessment of our sales forecast after the close of May and take appropriate actions to achieve the required year end inventory targets.

One potential action would be to scale back or eliminate the 300 tons we are sourcing from BCH per month. Aside from the impact to that already strained relationship, a reduction in BCH tonnage would force us to shift higher priced Impact product within blended sales to keep our inventory mix within balance. This of course would have a corresponding negative impact on gross profits. It is probably worth noting under a normal (2006) selling volume environment, our company owned capacity with the GFD off-line would be about 10,000 tons short of demand. This assumes two shifts for Disa production and single shifts for both the Impact and B1.

To date the GFD shutdown and pattern transition has gone very well. The Impact has been able to absorb about 20 patterns per week without a noticeable degradation in performance metrics.

As a result of the integration we are starting to see much more cost effective production planning in regards to which items are scheduled on each machine and how our item mix for non-domestic orders is determined. Having one person responsible for scheduling and inventory management for the entire business certainly appears to be the correct structure.

## Tyler/Union Integration

As discussed prior, we are fundamentally integrating Tyler and Union into a single Tyler/Union business with the plants acting as cost centers rather than profit centers. This is essentially being done to drive operational efficiencies and improve service levels now that neither plant produces a full product line. The major task items involved are as follows:

- ✓ Customer Service Realignment
- Branding:
  - ✓ New Logo
  - ✓ New website [www.tylerunion.com](http://www.tylerunion.com) Check it out!
- System Integration
  - ASI (Order entry, Receiving, Scheduling, Inventory Control)
  - MAS 200 (General Ledger, Accounts Payable, Payroll)
  - Kronos (Time Keeping)

A cross functional team staffed by personnel from both Tyler and Anniston has been meeting weekly since last October. The Customer Service Realignment and Branding tasks have been completed so the team is now focusing on execution of the System Integration. We had originally planned to integrate the ASI and MAS systems at separate times, but the team's consensus was to integrate both systems together which pushed the target date out until June to accommodate the required expanded training scope.

Although it was not the primary intention of the business integration, once completed we will have expanded opportunities to reduce base costs through consolidation of like tasks or have greater flexibility to address the pending issues associated with a high percentage of employees reaching retirement age within the next five years.

## Dashboards

As part of this executive report I have included a dashboard format that will allow you to quickly pulse our performance on eight key metrics. Those particular metrics are items that I track that aren't necessarily reported within the Blue Book format. Please let me know if there are different metrics you would rather see and I can make the change in my next report.

Sincerely,

*Richard Tatman*

Richard (Rick) Tatman  
 VP&GM Tyler/Union  
 McWane Waterworks Fittings Division  
 (903) 882-240  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)

# **CX 1565**

---

**From:** Rick Tatman [RTatman@TylerPipe.com]  
**Sent:** Wednesday, January 30, 2008 4:53 PM  
**To:** McCullough, Leon (McWane Executive Vice President); Walton, Thomas (McWane Sr. Vice President)  
**Subject:** Advantages and Disadvantages of selling Disa items to Sigma

As requested. We can discuss as needed.

Potential Advantages:

1. Awareness within Sigma that our costs on the Disa are competitive with China. There is a theory that our ability to stabilize the market is tied to our competitor's perception of our cost structure and our ability to sustain aggressive pricing if our share position is threatened.
2. Perception in the marketplace that our Disa costs are competitive with China. I believe this was Ruffner's comment "The more distribution and end users know that they are using our production capacity, the more they will be know that the arbitrage opportunity is gone."
3. Our inventory on Disa items is very high and we're struggling to load the schedule. Putting the right patterns in China will help solve the problem over time, but for the remainder of the year it will be a struggle to load the schedule even with the GFD down.
4. The proposed pricing is above our variable costs so the tonnage would absorb a portion of the fixed plant costs making a positive impact to the bottom line.
5. Being able to load the Disa's schedule with more long run items should have a positive impact on its operating performance.

Potential Disadvantages:

1. Risk that Sigma could sell the product to fill Domestic Only stocking orders which would result in both a loss of sale and margin for Tyler/Union
2. Risk that Sigma would leverage A1 to lower prices and thereby improving their overall COGS position
3. If Sigma has the perception that their cost advantage is gone, will that accelerate their desire to shift sourcing to lower cost regions such as Vietnam?
4. Perception within Star that Sigma and McWane are teaming up. It may be more difficult for them to support stability if something plays on their old fear that McWane wants to drive them out of business
5. Pricing proposed supports some coverage of Fixed costs.....but there's not enough \$ in there to absorb any field claims.

Cost Inputs:

1. I just received the actual Jan numbers on Coke and Pig which show additional inflation over Dec. The updated estimate on Sigma's landed cost from A1 is \$1,252/ton
2. Jerry estimates the Disa cost on these "A" items to be: \$1,249/ton of which \$1,104 is variable and \$235 is fixed.
3. Freight costs from Anniston to Sigma's yards are going to run \$40 to \$140/ton depending upon location. As such we probably won't be shipping any product west of Kansas City.

Victor,

For your consideration I'd like to propose providing Sigma with 3" – 8" Ductile Iron Waterworks fittings @ \$1,220 per ton FOB Anniston, AL. Terms would be 30 days net with no discounts allowed.

As some tooling modifications are required to incorporate the Sigma branding, we'd limit the availability to the top 12-20 items and require a substantial minimum volume commitment.

There are probably other commercial or legal issues I'd need to check on prior to being able to make a firm commitment. Prior to going through that exercise, I'd like to receive your feedback on the conditions above.

Regards,

*Richard (Rich) Tatman*

VP & GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-2440

No virus found in this outgoing message.

Checked by AVG Free Edition.

Version: 7.5.516 / Virus Database: 269.19.15/1249 - Release Date: 1/29/2008 9:51 AM

No virus found in this outgoing message.

Checked by AVG Free Edition.

Version: 7.5.516 / Virus Database: 269.19.15/1249 - Release Date: 1/29/2008 9:51 AM

No virus found in this incoming message.

Checked by AVG Free Edition.

Version: 7.5.516 / Virus Database: 269.19.16/1251 - Release Date: 1/30/2008 9:29 AM

No virus found in this outgoing message.

Checked by AVG Free Edition.

Version: 7.5.516 / Virus Database: 269.19.16/1251 - Release Date: 1/30/2008 9:29 AM

**CX 1566**

---

**From:** Rick Tatman [RTatman@TylerPipe.com]  
**Sent:** Thursday, January 31, 2008 5:23 PM  
**To:** McCullough, Leon (McWane Executive Vice President); Walton, Thomas (McWane Sr. Vice President)  
**Subject:** Star following Tyler Maps

Per the e-mail chain below Star is following the Tyler Multiplier Maps also effective Feb 18th. Also note comment on NO UTILITY PROJECT PRICING NATION WIDE that was sent to HDS regional reps. The proof will be if they actually hold to what they say.

Note that Star has our actual Maps which isn't a bad thing.

We heard a similar announcement is out from Sigma but we've yet to receive a copy.

**From:** Bud Leider  
**Sent:** Wednesday, January 30, 2008 1:18 PM  
**To:** 'Rob.Hixon@HDSUPPLY.com'; 'don.taylor@hdsupply.com'  
**Subject:** FW: Tyler Map Import/Blended Multipliers

FYI,

Star is raising or matching all fitting numbers to match Tyler effective Feb 18th. Accessories will not always follow map in some markets where there are bolt only producers selling at lower numbers. NO UTILITY PROJECT PRICING NATION WIDE.

Bud Leider 281 794 1585

-----  
**From:** Matt Minamyer  
**Sent:** Tuesday, January 29, 2008 10:18 AM  
**To:** Bud Leider; Michael Berry; Neil McGillivray; Pete Lisowski; Ramon Prado; Shaun Smith  
**Cc:** Dan McCutcheon; Pam Garey  
**Subject:** FW: Tyler Map Import/Blended Multipliers

Make sure you notice that there are two maps. One for blended fittings and one for accessories.

-----  
**From:** Pete Lisowski  
**Sent:** Monday, January 28, 2008 7:37 PM  
**To:** Matt Minamyer  
**Cc:** Dan McCutcheon; Bud Leider; Shaun Smith; Ramon Prado; Michael Berry  
**Subject:** Tyler Map Import/Blended Multipliers

Peter L. Lisowski  
Northeast Division Manager  
cell: 713-416-4658  
office: 330-343-6953

Confidential

McWane-002065

CX 1566-001

fax: 330-602-4632  
email: [petel@starpipelineproducts.com](mailto:petel@starpipelineproducts.com)

No virus found in this incoming message.  
Checked by AVG Free Edition.  
Version: 7.5.516 / Virus Database: 269.19.17/1253 - Release Date: 1/31/2008  
9:09 AM

No virus found in this outgoing message.  
Checked by AVG Free Edition.  
Version: 7.5.516 / Virus Database: 269.19.17/1253 - Release Date: 1/31/2008  
9:09 AM

**CX 1571**

---

**From:** Rick Tatman [rtatman@tylerunion.com]  
**Sent:** Wednesday, February 27, 2008 4:36 PM  
**To:** McCullough, Leon (McWane Executive Vice President)  
**Subject:** FW: RST Response on Two things

Leon,

For your information.....

*Richard (Rick) Tatman*

VP&GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-240  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)

---

**From:** Ruffner Page [<mailto:rpage@mcwane.com>]  
**Sent:** Wednesday, February 27, 2008 9:14 AM  
**To:** <[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)>  
**Subject:** Re: RST Response on Two things

Great and understand. Let me know about the Consolidated contact step by step so I can report to Phillip. I will see you at TXX next week?

On Feb 26, 2008, at 11:30 PM, "Rick Tatman" <[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)> wrote:

Ruffner,

I don't believe Sigma will pursue the fitting option at this point. Our quote should have been very close to what we believe their current landed costs are. For a cost neutral situation they probably wouldn't disrupt their current supply base. However, supplying that quote should reinforce the point that with the DISA and our TXX facility we're in a very different competitive cost game than what they've been used to with us.

We are in active discussions in regard to supplying Glands off the DISA and have sent some evaluation samples. Their interest appears to be genuine and Glands doesn't pose the issue Fittings had with being re-sold into Domestic Spec applications. I owe them a Gland quote when I get back. Thomas and I need to spend some time on what that number should be after I obtain some additional cost data from TXX as a reference.

I'll take any sales lead I can get these days so we'll be sure to make contact with Consolidated.

Regards,

Richard (Rick) Tatman  
VP&GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-240  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)

-----Original Message-----

From: G. Ruffner Page, Jr. [<mailto:RPage@mcwane.com>]

Confidential

McWane-002443

CX 1571-001

Sent: Monday, February 25, 2008 6:47 PM  
To: [rtatman@tylerpipe.com](mailto:rtatman@tylerpipe.com)  
Cc: [twalton@mh-valve.com](mailto:twalton@mh-valve.com)  
Subject: Two things

Rick,

Hope your travels as going well.

I need your follow up on the quotation we gave Sigma. Are they interested?  
Volume?

Phillip periodically runs into one of owners of Consolidated, a distributor based in Bhm that has offices in Nashville and Southeast. They buy McWane pipe but have been a fitting importer for years. Howard Kerr, the owner we know, said for someone to call on his new President (name unknown) of Consolidated to discuss switching back to Tyler/Union. May be a wild goosc chase but I need you to have someone make the sales call and report back to me how it went.

Thanks and look forward to seeing you at TXX.

R

**CX 1576**

**From:** Rick Tatman <rtatman@tylerunion.com>  
**Sent:** Tuesday, June 17, 2008 6:26 PM  
**To:** butch.doane@ferguson.com  
**Cc:** Bill.Thees@ferguson.com  
**Subject:** Tyler/Union July 14th Price announcement  
**Attach:** Util Mult Map-BLENDED-7-14-08.pdf; TylerUnion price announcement July 14 - FEI.doc; Util Mult Map-ACCESSORIES-7-14-08.pdf

---

Butch,

Per the attached documents we are announcing a price increase effective July 14<sup>th</sup>.

Individual letters are being sent to the branches, but I wanted to provide you with an overall view for the entire market.

The increase is significantly smaller than what I believe others have proposed, but we believe this level is rational given all factors considered.

I'll try to call tomorrow to address any questions.

Regards,

*Richard (Rick) Tatman*

VP&GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-2440  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)





June 17, 2008

Mr. Butch Doane  
Manager of Sourcing - Ferguson Waterworks  
12500 Jefferson Avenue  
Newport News VA 23602

RE: July 14, 2008 Price Change for Utility Fittings and Accessories

Dear Butch,

As per our prior letter of May 7, 2007, we will increase pricing effective July 14, 2008 by adjusting multipliers from our List Price, LP-5072.

The attached maps display the specific regional multipliers for Blended Fittings, and Accessories that will be applicable to your purchases. Letters confirming the new region specific multipliers will be distributed to the branches by June 18, 2008. The weighted average increase on Blended Fittings and Accessories is approximately 8%, while the increase on Domestic Fittings is significantly less, re-affirming our commitment to support Domestic specifications.

All annual municipal bid contracts will be honored per the terms of the contract. Jobs quoted prior to today's announcement will be honored through July 31, 2008, provided that (1) no shipping restrictions apply and (2) all required job documentation is supplied to your local Tyler/Union sales representative by July 25, 2008.

This increase does not fully absorb the level of cost inflation that has occurred over the past few months, especially within our off-shore operations. As such, we will continue to assess market & competitive conditions in addition to our internal operating metrics and advise you if additional actions will be required before year end.

We thank you for your business and as always we remain committed to providing you with quality products and service at competitive prices.

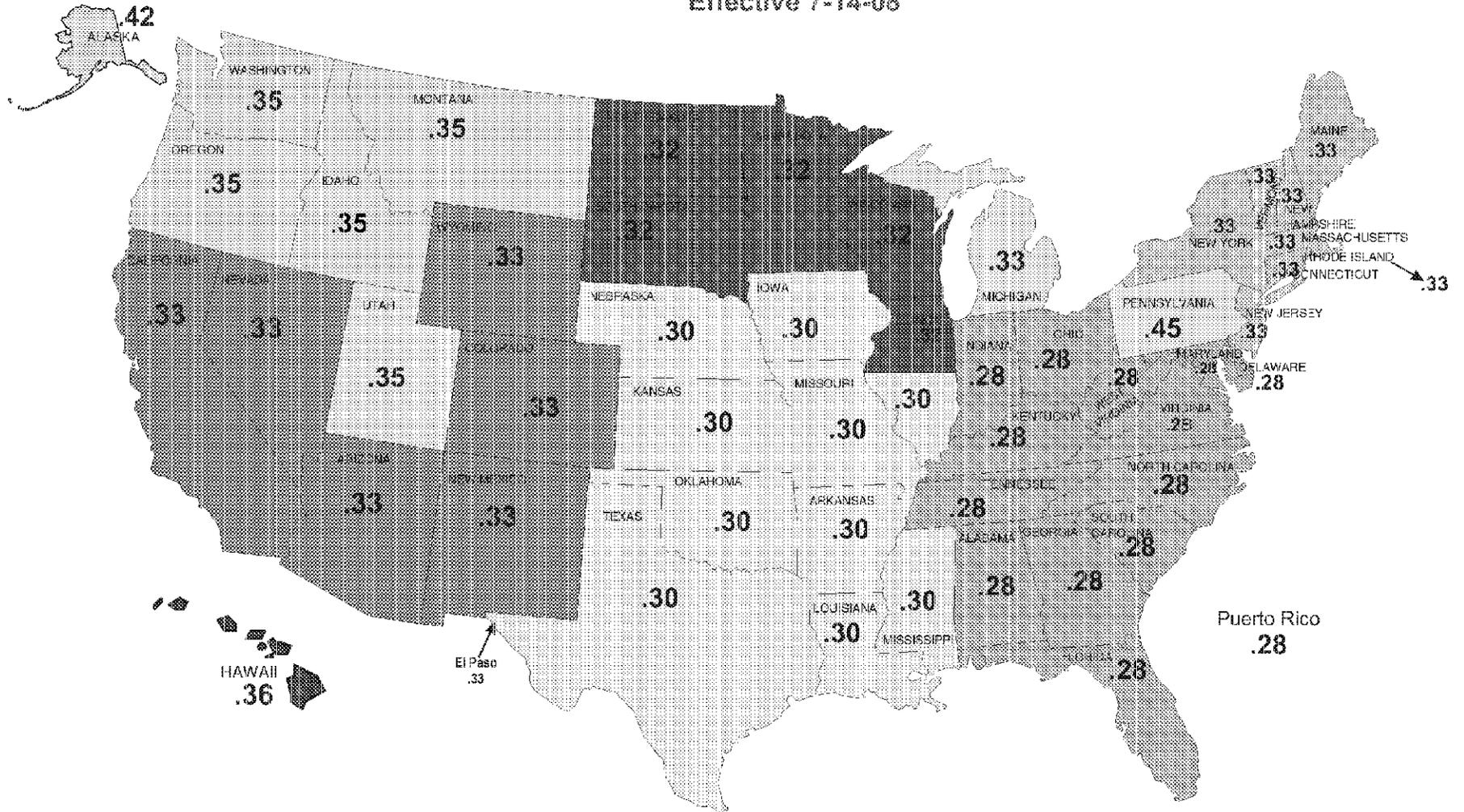
Sincerely,

A handwritten signature in cursive script that reads 'Jerry Hansen'.

Jerry Jansen  
National Sales Manager

# Utility Accessories Multiplier Map LP-5072

Effective 7-14-08



**CX 1583**

IDE LAUNCHES



Hello Log In | Register

Advanced Search

Search

Subscribe: Newsletter Magazine

Home Community Drinking Water Wastewater Urban Stormwater Industrial Water Water Utility Mgmt Environmental World Regions Buyers Guide

Welcome to WaterWorld

Print Email Save A A A A

Tweet 0 Like 0 Share

Advertisement

### Distribution Plays Critical Role in Water Industry Supply Chain

By Deron Johnson

Whether you are a contractor, a municipality or water district, or a manufacturer; you have experienced the value that a waterworks distributor adds to the supply chain. While a manufacturer builds value into the product that they produce, it is the distributor working in concert with the manufacturer that gets the right product to the right place at the right time. In these difficult times, when everyone is trying to do more with less, the value that a distributor brings has never been more important.

#### Market Knowledge

Your local distributor is, well, local. No other organization has more real-time knowledge about the needs of the designers, builders, and owners of today's water systems. While the general principles of a quality water system do not vary greatly as the geography changes, your specific needs are affected by many factors such as population, weather, geology, and water quality. Your local distributor can assist with product specifications, training, and problem solving. As an extension of all the manufacturers that they represent, the distributor can become a one call (or visit) source for all of your waterworks needs.

#### Material Acquisition

Most projects today have become more complex with more components. As a result, the demands made on contractors, water districts, and municipalities during the material acquisition process have become more burdensome. A buyer is now faced with acquiring tens or even hundreds of items made by dozens of manufacturers. Distributors are knowledgeable on a wide variety of product lines and represent a wide variety of manufacturers. With these capabilities, a distributor can streamline the purchasing, handling, and logistics of their incoming material. Freeing up the utility's or contractor's personnel to focus on what they do best, installing and running their water system.

#### We Need What? When?

As our water and sewer infrastructure ages, the likelihood of a break or system failure increases. When that break occurs at 2:00 in the morning or in a major intersection at 2:00 in the afternoon, time becomes your biggest enemy. What size is the line? What is it made of? Where are the people and equipment needed to fix the problem? While a manufacturer may have exactly what you need in their facility, it may take a day or two to get the material. It is your local distributor that steps in with their expertise, inventory, and ability to respond quickly to an emergency.

Many projects today encompass rehabilitation of existing lines or involve work in the vicinity of existing lines. Many times contractors are surprised by what they just hit or just found once they started digging. At times like this, the contractor's best friend is the local distributor that has the necessary parts to get the problem solved immediately.

#### The Hub In The Wheel

In today's market, it is not just all about getting your products to the marketplace, it is also about providing expertise, service, and solutions. It is about the value that you bring your trading partners and your customers. Distributors provide manufacturers additional resources to sell their product - sales personnel, local knowledge and inventory, training and hands-on support and in many cases, access to markets that would not be directly available to them. Contractors, engineers, and utilities are provided local product support and inventory, technical and field assistance, centralized product acquisition, and immediate emergency response. Most importantly, distributors allow their customers to operate more cost-effectively.

Whatever your role, the next time you are involved with a waterworks project, think about how your job would be affected without the assistance of your local distributor. How many vendors would you have to call? How many deliveries would you have to coordinate? Would product availability affect your ability to complete the job on-time, under budget?

The distributor is the link in the supply chain that ensures that the right material gets to the right place at the right time, in the right quantity.

*About the Author: Deron Johnson has served on the WASDA Board of Directors for the past six years, and will assume the role of President in the spring of 2011. Johnson is currently the Vice President of Dana Kepner Co., a Denver-based waterworks supply company.*

[More WaterWorld Current Issue Articles](#)  
[More WaterWorld Archives Issue Articles](#)

#### Latest Articles

[Iron water metering technology to help Hong Kong better manage water resources](#) (Oct 28, 2011)



- [Florida, feds announce major effort to restore River of Grass](#) (Oct 28, 2011)
- [EPA develops new planning approach to improve water quality in U.S. cities](#) (Oct 28, 2011)
- [WWEMA requests OMB action on Coast Guard ballast water rule](#) (Oct 28, 2011)
- [Monteco merges water, composites businesses under new corporation](#) (Oct 28, 2011)
- [Addendum to Monterey Peninsula water supply study released](#) (Oct 27, 2011)
- [Sewer rehab company Insituform completes internal reorganization, forms new parent company](#) (Oct 27, 2011)
- [Solar project to provide carbon free water supply for district](#) (Oct 27, 2011)
- [Membrane industry will grow to \\$2.8 billion, says Lux](#) (Oct 27, 2011)
- [High mercury in Yukon River could be from permafrost, study says](#) (Oct 27, 2011)

Water World Article Categories:

- [Drinking Water](#)
- [Wastewater](#)
- [Stormwater / Urban Water](#)
- [Water Utility Management](#)

- [Environmental](#)
- [World Regions](#)
- [Industrial Water](#)
- [Current Issue](#)



**DESALINATION COMPANY OF THE YEAR**



[Subscribe](#) | [Contact Us](#) | [Resources](#) | [Advertising](#) |  
[PennWell](#) | [Privacy Policy](#) | [Terms & Conditions](#) | [About Us](#) | [Site Map](#) | [RSS](#) | [Webmaster](#)  
[PennWell Websites](#) | [PennWell Events](#)

Copyright © 2011: PennWell Corporation

**CONFIDENTIAL EXHIBIT**  
**REDACTED IN ENTIRETY**

**CX 1651**

**CX 1691**

---

**From:** Ramon Prado  
**Sent:** Wednesday, September 17, 2008 3:03 PM  
**To:** Matt Minamy  
**Subject:** RE: South East - Aug 08 - Division.xls

Ramon Prado  
Southeastern Division Manager  
Star Pipe Products  
Office: (281) 582-8420  
Cell: (281) 787-0979  
Fax: (281) 368-5369

---

**From:** Matt Minamy  
**Sent:** Wednesday, September 10, 2008 6:43 AM  
**To:** Ramon Prado  
**Subject:** South East - Aug 08 - Division.xls

Hi Ra,

What the heck can we do? [Ramon Prado] We have climbed our way back into contention and Ferguson attrition should be mostly gone now. Are we being aggressive enough?[Ramon Prado] I think we are doing better since figuring out that Sigma was cheating on the fitting deal.

Looks like Ryan is doing OK. Is that from the Lynn deal?[Ramon Prado] Yes primarily.

Are you're guys on the projects? [Ramon Prado] Yes. Are they project pricing to get every order?[Ramon Prado] Yes.

Are they on top of the market pricing, real or imagined?[Ramon Prado] Yes - they all know where their competition is selling and we are there too.

Thanks,

Matt

**CX 1694**

---

**From:** Chris Antos [cantos@mainlinesupply.net]  
**Sent:** Thursday, September 04, 2008 4:46 PM  
**To:** Shaun Smith  
**Cc:** dkupish@mainlinesupply.net; bsheehan@mainlinesupply.net; Matt Minamyers  
**Subject:** RE: BPU Pricing

Shaun,

It is HD in Blue Springs.

This is a current bid last week, and they are with acc.

They are selling pipe/valves/hydrants cheap but not to the levels of MJ fittings.

We do not lower the pricing in Kansas City, I am concerned they are using their rebate money to price these jobs, or they are getting a better multiplier.

What do you guys think?

Thanks

Chris Antos  
General Manager  
Midwest Region



**PH#(913) 287-1280**

**FX# (913) 287-1620**

---

**From:** Shaun Smith [mailto:shauns@starpipeproducts.com]  
**Sent:** Thursday, September 04, 2008 2:47 PM  
**To:** Chris Antos  
**Cc:** dkupish@mainlinesupply.net; bsheehan@mainlinesupply.net; Matt Minamyers  
**Subject:** RE: BPU Pricing

*Chris,*

*Thanks for the info. It could be a number of things. It is interesting the HD (Blue Springs, I'm assuming) wrote in Star, because Jerry Hughes has made it very clear to me that Tyler is their partner which is the same for Winwater. Both of these guys would be getting the standard .30 number from us. Is this an old contract price or did it just bid, with or without accy's? We have seen Sigma cheat on larger projects in other parts of the country and have responded accordingly when we see something. As you know, we will always cover you in these situations, just what to make sure we don't have a bidding mistake or HD and WW just getting stupid in the market. Are they taking other products cheap (pipe/valves/hydrants)?*

*What do you and Bob suggest? I'm open to suggestions ☺*

*Thanks,*

*Shaun H. Smith  
Southwestern Division Manager  
Star Pipe Products*

4018 Westhollow Pkwy.  
Houston, TX 77082  
Office - 281-584-4241  
Mobile - 281-787-1223

---

**From:** Chris Antos [<mailto:cantos@mainlinesupply.net>]  
**Sent:** Thursday, September 04, 2008 2:31 PM  
**To:** Shaun Smith  
**Cc:** [dkupish@mainlinesupply.net](mailto:dkupish@mainlinesupply.net); [bsheehan@mainlinesupply.net](mailto:bsheehan@mainlinesupply.net)  
**Subject:** BPU Pricing

Shaun,

Dave picked up some pricing from BPU in Kansas City, Kansas. I am a little concerned because I do not believe we are all dealing with the same cost.

36EA 4" X 12" MJ SOLID SLEEVES Winwater 45.63 HD Supply 45.55 Cost: 43.80  
This is all that was on this bid. Winwater bid it 4%, HD took it for 3 ½%. Winwater wrote in Tyler, HD wrote in Star

5EA 6" X 4" SEB REDUCER Winwater 52.40 HD Supply 40.25 Cost: 38.70  
This is all that was on the bid. HD Supply is at 3 ½%. All bidders wrote in Star.

My cost were figured at a .30 multiplier.  
Please review and let me know what you think.

Thanks Chris

Chris Antos  
General Manager  
Midwest Region  
  
**PH#(913) 287-1280**  
**FX# (913) 287-1620**

# CX 1695

---

**From:** Shaun Smith  
**Sent:** Monday, August 18, 2008 8:34 AM  
**To:** Mark McIntire; Tomas Carlin; Matt Minamy; Blake Wegener; Barry Foster  
**Cc:** brent@infraengineering.com; 'Jon Vaccaro'; 'Josh McIntire'  
**Subject:** RE: Weekly Report  
**Attachments:** image001.jpg

*Gentlemen,*

*Mark brings up a valid point other than the weather they are fighting in the Midwest ☺*

*I know you guys are. We need to stay on the high road, but with our relationships, we should be able to react when necessary. I know it sometimes becomes a difficult discussion, but because of how manufactures/distributors/contractors have acted over the years with (I need a better price!) it created this spiraling price erosion that needed to stop. It doesn't help that the market is soft, but let's be as diligent as we can gathering the proper data needed if the other suspects are cheating. We will react, just need to make sure it is real.*

*I will discuss with Matt what to do, if anything about the Tulsa Joint restraint market.*

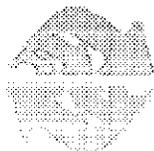
*Shaun H. Smith  
 Southwestern Division Manager  
 Star Pipe Products  
 4018 Westhollow Pkwy.  
 Houston, TX 77082  
 Office - 281-584-4241  
 Mobile - 281-787-1223*

---

**From:** Mark McIntire [<mailto:mark@infraengineering.com>]  
**Sent:** Monday, August 18, 2008 8:23 AM  
**To:** Shaun Smith  
**Cc:** [brent@infraengineering.com](mailto:brent@infraengineering.com); 'Jon Vaccaro'; 'Josh McIntire'  
**Subject:** RE: Weekly Report

Other than the huge amts of rain we are still receiving we have been monitoring the progress through the year. I do see we are going to have some issue maintaining our restraint biz if we aren't going to be more flexible, since there are 20 other Megalug manufacturers out there vying for what use to be EBAA's share. I would think it would be expected for us to lose an order or two initially with the price increases with Star sticking to the Tyler speech and Tyler crawfishing every chance they get. The Boys and I are staying on it and will report any issues. MM

**Mark McIntire**  
**Ph 816-588-8700**  
**Fx 816-746-8264**



**MCINTIRE MANAGEMENT GROUP**

Representing only the Best

---

**From:** Shaun Smith [<mailto:shauns@starpipelineproducts.com>]  
**Sent:** Monday, August 18, 2008 8:12 AM  
**To:** Tomas Carlin; Blake Wegener; Barry Foster; Mark McIntire  
**Subject:** Weekly Report

*Gentlemen,*

*Take a good look at your report; we are on a slower pace for August. Let's not lose our momentum. Make sure we are not getting picked off by any of the other manufacturers and let me know if nay concerns we may be facing.*

*Thx,*

*Shaun H. Smith  
Southwestern Division Manager  
Star Pipe Products  
4018 Westhollow Pkwy.  
Houston, TX 77082  
Office - 281-584-4241  
Mobile - 281-787-1223*

# CX 1696

---

**From:** Shaun Smith  
**Sent:** Monday, April 21, 2008 11:29 AM  
**To:** Matt Minamyer  
**Cc:** Niki Sparks  
**Subject:** A.R.4.18.08

### Weekly Activity Report

**Date:** April 21, 2008

**Name:** Shaun Smith

**Week Ending:** 4-18-08

**HD/ACT Houston** – Courtesy call to follow up with what TC has been explaining about castings and others. No new news, other than what Brian has been telling us in regards to Tommy. Tommy will and has started spending more time there.

**Pipeline of Texas** – Tag Lewis – This guy is a jerk, but we offered to set him up with an account in TX at the appropriate numbers and he is still giving Pete a hard time. I am going to follow up with him this week.

**Projects:**

**Bessemer Phases 1 & 2** – 100K Fittings/joint Restraint

**Wetmore KS.** Kings construction got this. **HD** is going to sell this. Mike Murphy (HD- Out of Olathe). They will be using Star and this has 6” 401 fittings on it. Shawn Coleman is taking care of it out of Blue Springs.

**Ozan Creek** – \$2m worth of material for HD N. Little Rock. This job will finally begin shipping this week.

**Norman, OK** - 48” waterline (1.5 miles) coming up for bid in late May, probably early June

**Trends:**

**Barry** – Getting better, but mostly slower still.

**Tommy** – We had a satisfactory week. We are ahead for the month, but it would be nice to make some ground being that we had a horrible March.

**Blake** – Still pretty slow. AR has had more rain and more flooding than N. TX. Jobs are around but shipping is at a stand still.

**MMG** - Slow – Plant work is taking off

**Major Events / Happenings:**

**HD Supply Peiham** – Koury getting ready to place order for Bessemer Phases 1 & 2. Should be \$100K, plus. *[Shaun Smith] Nice!!* They are going to ship this job from Bham Branch (Shane). They both are already saying they need price help? Have told them the deal, meeting this week with Shane. Will call you most likely. *[Shaun Smith] You know the gig, ask them why? If they give you proof the other guys are cheating, then we will match!*

**HD Little Rock** – Robert placed the order for just shy of \$20k on Thursday.

**Competition Update and/or New Information:**

**Castings** – Sigma – Tulsa valve box – Star \$45 – Sigma \$38 (600 in stock)

**Successes or issues from your sales people:**

**Tommy –**

**Ferguson –** Kyle sent in an 11K direct for COH ring and covers. Justin also has sent in some orders, but they were both complaining that it has really slowed down over there! Belinda told me that Jay really has his thumb on them about stock orders to come from Tyler.

**Blake –**

**City of Springdale, AR –**I met with Rick, who is the head P.E. They call for fittings to be AWWA approved. I asked him if a company was working on a particular job in the area would our fittings be approved. He said yes, there should be no problem as long as we meet the AWWA specs. All products in AR must be approved by the department of health, specifically the division of engineers. No one has told me this and I think this is a great start. Ray Davis is the man who runs the NW region for the state. The state is broken up into regions and has a representative to control spec issues. If we are approved through the state that would be a huge victory for us and give us some big ammunition to approach these cities to be written into the specs. I will let you know what I come up with. *[Shaun Smith] Absolutely, Find out all of the representatives of this group and let's try and meet with them when I am with you.*

**Barry –**

**Summit Supply Tuscaloosa –** Randall Marshall should finish order for Fayette this week (\$18K).

**HD Supply Jackson –** Brian is going to order Canton Project from us. Should be this week (\$15 – 20K).

**Summit Supply Jackson –** 2 more weeks for Bay St. Louis (\$50 – 60K or more).

**Winwater Baton Rouge –** Brian to order Baton Rouge project from us, probably next week (\$10-15 K).

**CX 1697**

---

**From:** Matt Minamyer  
**Sent:** Wednesday, September 10, 2008 7:19 AM  
**To:** Mark McIntire; Shaun Smith  
**Subject:** RE: HD Omaha  
**Attachments:** image001.jpg

Hi Guys,

Mark makes sense. We should try to protect the market but stop before the point where our cusotemrs think we are not interested in protecting them with the correct price.

Can we make it a temporary buy or do we need to just go down and stay there? (I know what Mark wants to do ☺)

Do we announce it with a letter?

If we deliver this message to our cusotermns correctly we look pretty smart, so the odds are long but we can do it! ☺

I would go to them and strategize as a partner and come up with a plan that they helped build and then get on down the road.

Thanks,

Matt

---

**From:** Mark McIntire [<mailto:mark@infraengineering.com>]  
**Sent:** Tuesday, September 09, 2008 4:02 PM  
**To:** Shaun Smith  
**Cc:** Matt Minamyer; 'Josh McIntire'; [brent@infraengineering.com](mailto:brent@infraengineering.com); 'Jon Vaccaro'  
**Subject:** HD Omaha

Tyler has slid back to a .28 in Omaha, per Joe McLaughlin at HD. Municipal took the Omaha annual bid a month after the price increase below a .30 and called out Tyler. I think with the market in NE being soooo bad if we don't protect our partner we may loose them. I know we would like to keep the market up but Tyler and Sigma keep cheating and costing our partners projects in a baddddd market, where they are down substantially already. I think we need to go to a .28 with HD. We also need to rethink our VB attitude. We will loose a lot of fitting and restraint biz by not playing the VB games.

Sigma is using a VB as a loss leader to pull in orders for fittings and restraints. Let me know, but I think after the beating our partners took last year for us trying to lead the market, we are going to loose market share by continuing the tough stance. Tyler got to where they are by being staunch and arrogant. I don't want to be looking back a year from now with a 2% increase and 25% less biz. We, Star, didn't get to where we are by setting market and being sluggish to react. We got to where we are by killing them all and letting God sort em out. We have good relationships in our market but relationships will only get us the last look so long. MM

**Mark McIntire**  
**Ph 816-588-8700**  
**Fx 816-746-8264**



**MCINTIRE MANAGEMENT GROUP**

Representing only the Best

**CX 1698**

---

**From:** Shaun Smith  
**Sent:** Wednesday, October 22, 2008 4:25 PM  
**To:** Matt Minamyers; Dan McCutcheon  
**Subject:** RE: QUOTE 10707007

I agree with Matt about protecting HD. We need to sit down with Brian and get the commitment before we react.

I'm not sure about the market being already there. It may be there with ACT and we can make assumptions about Tyler/Ferguson, but we really haven't lost business with HD. This all got exposed with these 30" N. Harris county jobs and the fact that ACT quit buying from us. They are also supporting SIP fittings...

I really only think this will affect the Houston market, but I am catching Sigma cheating more and more. We just took a 36" job in Tulsa with Ferguson, 55K fittings and restraint - .24....

Do we also go to Ferguson? I have mixed feelings about them going to Tyler and then the whole TX market goes boom!

Maybe we just cut a deal with ACT, see if he really buys and then go to HD and cut them a deal. We are watching the projects, we just didn't watch these projects with ACT and they got two of the three because Sigma dropped their pants.

Can you smell the smoke, my brains on overdrive or is that overload:)

Shaun H. Smith  
Southwestern Division Manager  
Star Pipe Products  
4018 Westhollow Pkwy.  
Houston, TX 77082  
Office - 281-584-4241  
Mobile - 281-787-1223

-----Original Message-----

**From:** Matt Minamyers  
**Sent:** Wednesday, October 22, 2008 10:41 AM  
**To:** Dan McCutcheon  
**Cc:** Shaun Smith  
**Subject:** RE: QUOTE 10707007

The big numbers for ACT are from stock thru Brian.

This will affect our margins more than the market but apparently, the market is there now as ACT has stopped buying.

We should also give HDS the number for the same period of time as they are very loyal.

The speech would be "We have figured out that Sigma is giving this number to ACT so we want to protect you for three months".

We lose margin on HDS and gain volume from ACT. We need to do the math to see it if we make more money doing it.

We need to get the volume commitment from ACT and then crunch the numbers.

Thanks,

Matt

-----Original Message-----

From: Dan McCutcheon  
Sent: Wednesday, October 22, 2008 10:08 AM  
To: Matt Minamyer; Shaun Smith  
Subject: RE: QUOTE 10707007

Nice. Should we only give the hot number on projects? Or does the volume come through ACT on stock orders? If you give them a .25, what do you give everyone else? Do we end up dragging down the whole state?

-----Original Message-----

From: Matt Minamyer  
Sent: Wednesday, October 22, 2008 9:59 AM  
To: Shaun Smith  
Cc: Dan McCutcheon  
Subject: FW: QUOTE 10707007

Hi Shaun,

Nice work!

As we talked about Monday, I think it is time that we slap Sigma around a little in South Texas.

Let's go roll it up a little by buying some ACT business and any other of their honey wholes and still covering HDS.

How about a .25 on stock orders on both for the rest of the year to ACT and HDS?

Dan - Your thoughts?

Thanks,

Matt

-----Original Message-----

From: Shaun Smith  
Sent: Wednesday, October 22, 2008 8:19 AM  
To: Matt Minamyer  
Subject: FW: QUOTE 10707007

Good morning Matt,

FYI:

Bob Nelson called for the attached 30" inquiry. We gave him a .26 on both fittings/restraints. Got the fittings, Sigma got the restraints. Sigma was around a .2457 on the restraints and fittings we were the same. This was an attempt by me to get something going with them. I spoke to Bob this morning and thanked him for the order and had a nice conversation (because his ego is delicate) and he appreciated the call and he explained to me that he is going to take the low numbers and purchase accordingly. He did say that he would

have other opportunities for us and Greg at Sigma asked for the whole order, but he told him that he wasn't low and he is not going to play the back and forth game.

This is info we need to consider if we are going to try and get Brian to start throwing stock orders our way. We also need to discuss how this will affect the STX market. Maybe we can get Brian aside at WASDA to have this conversation.

Shaun H. Smith  
Southwestern Division Manager  
Star Pipe Products  
4018 Westhollow Pkwy.  
Houston, TX 77082  
Office - 281-584-4241  
Mobile - 281-787-1223

-----Original Message-----

From: colletteer@starpipelineproducts.com [mailto:colletteer@starpipelineproducts.com]  
Sent: Wednesday, October 22, 2008 7:42 AM  
To: Shaun Smith  
Subject: QUOTE 10707007

Shaun-  
This is quote for ACT-BOB

Need the Acrobat Reader?  
Visit <http://www.adobe.com> and click on the 'Get Acrobat Rea



# CX 1699

---

**From:** Shaun Smith  
**Sent:** Tuesday, October 28, 2008 8:14 PM  
**To:** Matt Minamyer  
**Cc:** Niki Sparks  
**Subject:** A.R.10.24.08

Matt - Is this what you are looking for?

---

**Weekly Activity Report**

**Date:** October 28, 2008

**Name:** Shaun Smith

**Week Ending:** 10-24-08

---

1. **HD Supply/Homestead** gave 220 PRC1120's... **120K** worth of restraints to Sigma because we were out of them!
2. **Ferguson/Lewisville Valley Ridge Line A** –7680 ft. of 30" DI & PVC pipe. Awarded to Rodman Construction. Wrapped this job up on Friday with a PO worth **\$71,203.40**. Matched Sigma price of a .27 fittings/restraints
3. **Western Industrial/Dana Kepner** - Lubbock 34<sup>th</sup> St. Water Line –total value is **\$159,541.35**. Fittings accounted for \$91,000.50 and JR accounted for \$68,540.85.
4. **HD Little Rock** – I closed the TUL Alliance Contract 6 job in Tupelo, MS for **\$31k**. I gave Robert a .26 on the fittings and JR to compete with Sigma. They have another job in Cabot coming up in a couple weeks with 44 24" fittings and a couple restraints all 401 lined. This will be a good job for us and I will know more this week when I am in AR and can speak to Glen or Robert.
5. **HD Oklahoma City** – **100K** FBE job, no restraints - .27 to compete with Ferguson/Tyler
6. **Ferguson Tulsa** – **ODOT project 55K** fittings/restraints 24" down matched .24 from Sigma another 15K coming this week
7. **ACT Houston** – Better communication – Need to schedule lunch with Brian to close year end business and some of the 30" business they have
8. **Competition** - My team is in major attack mode – as reported, we are seeing cheating all over from Sigma – they have been instructed not to lose any orders. We have had a good couple of weeks; just keep hearing slowing in the market.

**CX 1702**

---

**From:** Rick Tatman [RTatman@TylerPipe.com]  
**Sent:** Saturday, December 22, 2007 4:05 AM  
**To:** McCullough, Leon (McWane Executive Vice President)  
**Cc:** Walton, Thomas (McWane Sr. Vice President)  
**Subject:** DIWF List Price Change

Leon,

I just wanted to put something on your radar in case it comes up before we have a chance to speak.

Sigma recently posted a new List Price effective Jan 2<sup>nd</sup> and they've been pulsing sources trying to see if Tyler/Union will follow.

Like the last one, the % increases vary greatly by item with no apparent pattern.

Star previously announce their intent to publish a new LP effective Jan 2<sup>nd</sup> and now they've just posted a letter stating the effective date has been changed to Feb 4<sup>th</sup>. Unlike Sigma Star has yet to post any actual LP numbers. I believe they are waiting to see what Tyler/Union will do before actually posting numbers or printing books.

As you may recall, our Nov multiplier increase announcement stated that our intent was to manage any future required market pricing with multiplier adjustments rather than LP changes.

Given both the change in the Tyler/Union leadership structure and the accelerated inflation in China compared to Domestic cost, I believe we're in a unique position to help drive stability and rational pricing with the proper communication and actions.

I have a concept that I believe will work if properly executed. There are some additional data points to review, but I should be in a position to discuss with you in detail during the sales meeting or potentially before if needed. I don't believe with our silence and Star's push announcement that Sigma will hold to their Jan 2<sup>nd</sup> effective date so we have some time to get it right.

Enjoy the holiday.

*Richard (Rich) Tatman*

VP & GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-2440

**CX 1726**

**From:** GF1 (Greg Fox - ALX)  
**Sent:** Thursday, March 06, 2008 06:31:09 AM  
**To:** AR1 (Al Richardson-HTN)  
**Subject:** RE: HD in Arkansas pricing from Tyler

Al -

Jim should not write that last sentence!

Greg

---

**From:** AR1 (Al Richardson-HTN) [mailto:ar1@sigmaco.com]  
**Sent:** Thursday, March 06, 2008 6:21 AM  
**To:** RM6; Larry Rybacki  
**Cc:** VP (Victor Pais - CRM); SB1 (Siddharth Bhattacharji-CRM)  
**Subject:** FW: HD in Arkansas pricing from Tyler

Hi Guys,

I doubt I am sending you information that you have not heard yourself. Just trying to see if you guys are hearing some of the same things.

Thanks

Al Richardson  
SW Regional Manager  
Houston, TX  
281-987-1200  
800-999-0109  
281-987-0200 Fax

-----Original Message-----

**From:** JS1 (Jim Stohr-HTN)  
**Sent:** Wednesday, March 05, 2008 3:16 PM  
**To:** 'AR1 (Al Richardson-HTN)'  
**Subject:** HD in Arkansas pricing from Tyler

Al,

We have 2 reliable sources in Arkansas with 2 separate HD locations telling us that Shane Dubose with Tyler is giving them a .23 multiplier. This is the same Tyler salesman that was in the MO, NB, IA territory last year and killed the pricing. I am also to understand that Shane still handles the HD in Blue Springs MO and I was told last week that our .27 was not competitive but assumed it was a Star deal, now I think it was Tyler and Shane. The customer in AR even confirmed that our price and Star was the same. We have refused to match pricing at this time but need your assistance to see if we can get this ceased or should we lower ourselves to the rogue Tyler salesman's tactics. This is a market that should actually be .30 but Tyler has it set at .27 but are obviously not living up to that.

Please give us your thoughts. Can Larry make a call and see if this can be stopped.

Jim Stohr  
Branch Manager  
Sigma Corporation  
Houston, TX  
800-999-0109

SIGTP00040718  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1726-002

**CX 1734**

**From:** GF1 (Greg Fox - ALX)  
**Sent:** Thursday, May 08, 2008 10:56:39 AM  
**To:** GD1 (Greg Danais - ORL); 'KS3 (Kevin Stine)'; DB3 (Debbie Baker-ALX); LM1 (Linda Moen - ALX); GW1 (Greg Wilkerson-ALX); 'JM2 (Jim Moeller)'; JG2 (Joel Goff-ALX); 'GL2 (Gloria Lamborne-ALX)'; KR1 (Kim Robinson-ALX); 'DS1 (David Swindell-ALX)'; RA1 (Russell Axon-ALX); KP3 (Kevin Pennington); RM4 (Richard Mabe-ALX); WM1 (Wilson Moore-ALX); 'SM3 (Steve Myers - HTN)'  
**Subject:** FW: Tyler Union Price Increase  
**Attachments:** TylerUnionAnnouncementMay72008.pdf

FYI -

I am certain we will delay our announced increases to mirror their dates.

In addition, I'm certain we'll match their multipliers once published.

Greg

**From:** xal83@sprintpcs.com [mailto:xal83@sprintpcs.com]  
**Sent:** Thursday, May 08, 2008 10:48 AM  
**To:** m20@sigmaco.com  
**Subject:** FW: Tyler Union Price Increase

---

**From:** DW3 (Dan Workman-HTN) <dw3@sigmaco.com>  
**Sent:** Thursday, May 08, 2008 10:40 AM  
**To:** JS1 (Jim Stohr-HTN) <js1@sigmaco.com>; AR1 (Al Richardson-HTN) <ar1@sigmaco.com>  
**Subject:** Tyler Union Price Increase

***DIDN'T KNOW IF YOU HAD THIS YET.***

***J. Daniel Workman***

***Sales  
Sigma Corporation  
Ph. 281-987-1200  
Fax 281-987-0200  
dw3@sigmaco.com***

SIGTP00032817  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1734-001



May 7, 2008

To: All Tyler Union Distribution Customers

RE: Pricing for Utility Fittings and Accessories

Dear Valued Customer,

You have likely heard or read about continued increases in factors of production impacting both domestic and global operations. The foundry industry has been hit particularly hard with sharp increases in scrap iron, alloys and transportation costs. While the financial impact to our business is real, we also recognize there are restrictions as to the level and timing at which pricing can be accommodated in the market.

We are sending this general communication to our waterworks distribution customers to more clearly define our intention in regards to future pricing actions.

Before announcing any price actions, we carefully analyze all factors including: domestic and global inflation, market and competitive conditions within each region, as well as performance against our own internal metrics. We anticipate being able to complete our analysis by the end of May. At that point, we will send out letters to each specific region detailing changes, if any, to our current pricing policy.

For planning purposes only, we expect for regions with a change that multipliers will increase in the range of 6% up to 16% effective June 16<sup>th</sup>.

Sincerely,

A handwritten signature in black ink that reads 'Jerry Jansen'. The signature is fluid and cursive, with the first and last names clearly legible.

Jerry Jansen  
National Sales Manager

SIGTP00032818  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1734-002

**CX 1745**

**From:** JM (Jeff Marcus-CRM)  
**Sent:** Friday, August 07, 2009 03:41:18 PM  
**To:** 'm4@sigmaco.com'  
**Cc:** Walter Florence; Ron Kuehl  
**Subject:** SIG Mega Plan Sent to Ares  
**Attachments:** MEGA PLAN-COVER LETTER to BANK PRESENTATION-080409.doc; ARES GROUP 080709.ppt

Jeff Marcus  
Sigma Corporation  
Chief Financial Officer  
[jm@sigmaco.com](mailto:jm@sigmaco.com)  
Tel: (609) 758 0800 ext 281  
Fax: (609) 758 1399

---

**From:** JM (Jeff Marcus-CRM)  
**Sent:** Friday, August 07, 2009 3:40 PM  
**To:** 'Jim DeCillo'  
**Cc:** Karen DeCastro  
**Subject:** SIG Mega Plan

8/7

Jim,

Here is the complete plan and cover note for distribution to Monroe and Orchard.

I have simultaneously sent to the senior group with the following request for consideration:

Leverage Ratio:

9/09 - 6/10 @ 6.875

9/10 @ 6.25

12/10 @ 5.75.

Fixed Charge Ratio:

9/09 - 12/10 @ 1.00.

I have also disclosed that we are an ambitious debt reduction plan both via reduced inventory and cost cutting and with a possible debt buy back.

SIG - 0003469  
Confidential  
FOIA Exempt

CX 1745-001

The senior group is sending 9 representatives in person on Wed the 12th and a few more will be on the phone. With your group following it will certainly be a Mega bank day!

Have a good weekend and reach out to me as needed.

Jeff Marcus  
Sigma Corporation  
Chief Financial Officer  
[jm@sigmaco.com](mailto:jm@sigmaco.com)  
Tel: (609) 758 0800 ext 281  
Fax: (609) 758 1399

SIG - 0003470  
Confidential  
FOIA Exempt

CX 1745-002

**Σ SIGMA***Your Fitting Choice...*

---

**To: Our Banking Partners...**

August 4, 2009

Senior Group: PNC Bank, Wells Fargo, TD North Bank  
IDB, 5<sup>th</sup>/3rd Bank, Cathay Bank

Term B Group: ARES Capital, Orchard Capital, Monroe Capital

***Re: Presentation of our Revised Plans...introducing MEGA PLAN'***

Dear Partners,

First, I wish to take this opportunity on behalf of our partners at Frontenac Capital and SIGMA Management to thank you for your support since our closing October 10, 2007. Our journey since has been an interesting one in that almost from the start, we have faced the head winds from the steady weakness experienced by the US economy since late 2007, further exasperated by the major financial downturn in September 2009. The ensuing turmoil and disruption in all segments of the economy have made any planning even in the short term difficult and despite our deliberate and diligent Business Plan which we presented to you earlier this year for 09, the sustained weakness in our economy in general and the Water and Sewer industry in particular, have required us to make a significant revision in our Plan after a serious mid-year review of our operations, based on the first half results.

As you all would agree, the weakness and volatility in the markets have continued to challenge our Sales even as we have made significant adjustments in all aspects of our operations in a spirited and proactive manner, to improve our overall productivity, using our cohesive Team strength to embrace these changes willingly and efficiently. At this point, we felt a review of all our projections and Business Plans was only prudent and over the last about 2 months, we embarked on just such an exercise to develop revised plans – but with even more attention to detail, caution and diligence to make these projections more realistic and reasonable.

In fact, since we see the recovery both in the overall economy and our industry to be a slower one, we chose to do stretch our revised plans over an 18-month span going all the way to December 2010. We dubbed our revised plan 'Mega Plan' as it covers not only the longer 2-year time frame, but also focuses on a 2-tiered strategy to focus on strengthening the CORE business while also identifying a few small, proven options to add a fair level of synergic NEW business.

Through this narrative, we wish to present to you a comprehensive insightful review of our operations during the first half, our outlook and plans for the future and our specific requests for your support -- to provide you additional insightful and relevant inputs to go with our package of projections.

**Review of first half year operations**

As you are aware, our original plan for 09 called for a growth Sales target of \$238.5 M with a target EBITDA of \$25.0M. This was based on a detailed Sales target culled from the personal visits Larry and I made to each of our 6 regions which are structured as independent profit centers, back in December 08 and the conversations with each of our territory Sales Managers and other inputs. Without any new threats on the horizon from the BA (Buy America) and market pricing, we had expected the Margins to improve a bit over 08 on the strength of the now lower product costs.

While we had fully expected the Q1 to be weak and had budgeted accordingly, we had expected a certain amount of modest but sure recovery, starting from Q2 both due to historic seasonal bounce

SIG - 0003471  
Confidential  
FOIA Exempt

CX 1745-003

[FieldPage]  
 and a recovery from the previous 6 months of weakness, partly aided by the eagerly anticipated ARRA stimulus bill...

Though our modest Q1 targets were met, our expectations for Q2 and beyond, were not. In our January 09 Board meeting we had decided that April/May would be the right time to gage the trend for 09 and after 2 months of consistently weak Sales in April and May, we chose to go back to the drawing board and develop a revised plan, based on fresh set of assumptions supported by the current trends and the outlook that we culled from our extensive interaction with several sources, especially our diverse customer base, many of whom were in the same boat having to revise their forecasts continually down. Besides, the overall decline in market volume, we also faced some uncertainty from the BA requirement of the ARRA stimulus bill and a new pricing system from McWane, our primary competitor for Fittings. As for the former, we have started a review of our options to produce a limited range of domestic production, utilizing the extensive idle capacity of iron foundries, even as we are negotiating with McWane for a suitable 'buy sell' agreement, leveraging our relationship, from our past such accommodation for their global sourcing needs.

As for the new pricing, the market seems to have adjusted to their new system and the net impact of the change has been a decline of about just 4% on a blended basis.

With the market stabilizing somewhat albeit at a weaker level and with the pricing and margins also reflecting similar trends, we thought it was the right time to attempt a 'Run Rate Analysis (RRA)' to assess the steady level at which our CORE Business could be pegged at and over several weeks, we simulated just such an RRA model, which was actually used to project the Sales levels for the second half of 09 as well as for each quarter of 2010. The RRA started with the volumes in tons for each of our sub-products of our 6-part product range and at the specific Regional level. We also analyzed the current pricing trends from the actual most recent June realization and applied the respective Average Selling Price/MT (ASP) to the Volumes to project the Sales for the next 4 quarters, based on modest seasonal and regional adjustments.

On the Operational Expenses side too, we had very reliable data on the strength of our thorough Profit Center Accounting (PCA) system, in effect since 2001. We applied the expense trends adjusted for any relevant factors with a bearing on the second half, with a conservative tilt to develop the financial projections for 09, which in turn were used to also prepare a preliminary version of a realistic plan for 2010.

#### Brief Profile of our 'MEGA PLAN':

Our 'Mega Plan' approaches our future Business Plans on 2 fronts – both separate and independent -- as follows:

##### **1. Part 1: CORE Business**

Using the RRA model to quantify the future outlook, our primary focus is to stabilize our CORE Business and to find any and all ways to optimize the Sales even amidst the market weakness that is expected to linger on for a while even as it registers slow recovery. Greater emphasis will be put on each of our current products as well as 1 or 2 small and newer products that we had added to our range, where we have not had the kind of penetration that we are capable of, by leveraging our various synergies including customer relationships.

Having prepared a preliminary version with 5 months data for our Board meeting 7/15/09, we have since updated projections for 09, using the actual 1<sup>st</sup> half data and with additional attention to detail, we forecasted and budgeted every expense for the 2<sup>nd</sup> six months on the cautious side and in great detail. We chose to do so on the conservative side with projections of a few larger items such as the Customer Rebates as well as provision for Bad Debt and few other such expense items.

[FieldPage]

The conclusions from the above diligent analysis point to the contraction of our business by about 20% from 08 in Sales (and the Plan) and a drop of about 2% in overall Gross Margins (GM) due to competitive factors and with the adjustments of the variable costs such as freight and rebates, the

impact of these market weakness on the net Gross Profit was a drop of about \$13.5M from 08 and \$18.0M from the Plan.

Part of this drop was offset by our diligent work on the non-variable Overhead expenses, wherefrom we realized a strong savings (including bonuses) of about \$7.0M over 08 levels and \$5.5M better than Plan as a result of various prudent cost saving measures implemented throughout our operations. The net result is a drop in EBITDA of about \$6.5M over 08 and about \$12.5M M from the Plan. *(Our internal plans for 09 for our Sales Team call for slightly higher Sales in the \$198 M to \$200 M range, which may boost the EBITDA by up to \$1.0 M.)*

While the Sales and profits have been weaker than planned, our performance in inventory and expense reduction has surpassed our expectations. Since we were aware of the market weakness, we had also put in place many effective steps to manage our Supply Chain to realize significant reduction in our Inventory and our efforts were suitably rewarded as our inventory has reduced by about \$15M in just the first 6 months to about \$75M and we plan to continue this trend all the way down to about \$65M by the end of 09. *(An incentive Team bonus based on inventory reduction has been introduced for the first time in SIGMA and is being received favorably by our Sales and Operational teams.)*

Largely due to the Inventory reduction and along with a few other steps, our total debt has been only reduced by about \$13M in the 1<sup>st</sup> 6 months and we plan to reduce it further by an additional \$10M - \$11 M by the end of 09.

Our preliminary projection for 2010 calls for a Sales of about \$210M from our CORE business with an EBITDA of \$16M. We also plan to reduce the total debt to about \$77M by Dec 2010 or an additional drop of about \$10M in 2010, on the strength of reduction of the Inventory to about \$55M.

*So, all in all, over the last 6 months, we have 'right sized' SIGMA in several respects while retaining our CORE strengths to sustain and stabilize our CORE Business over the next 18 months with modest growth and position the business to grow as the market steadily recovers and grows in the years to come.*

## 2. **Part 2 : Opportunities for New Business:**

While we certainly plan to focus on the CORE Business to optimize the operations in each aspect of it, continuing the various adjustments we have made over the last several months, we also concluded that it is only strategic for us to explore a few options to add meaningful **NEW** Business to offset some of the loss in our CORE Business, which may be recovered over a slow 2 or 3 year span. At the same time, we realized too that typical 'acquisitions' of synergic businesses as we had planned after our restructuring with Frontenac, 18 months back, was not much of an option due to our limited resources, dramatically changed capital market conditions and the difficulty in assessing the valuation of a mature business in an uncertain year like the current one.

So, we developed a 'modified' option that we call 'Strategic Business Additions (SBAs)' whereby we have identified and nurtured 3 specific opportunities, all of which have a few aspects in common, such as:

1. *They are all relatively small in size at somewhat of an embryonic stage with substantial potential to grow.*

[FieldPage]

2. *They are all 'buyer-friendly' opportunities with familiar ownership structure to allow accommodation in valuation and/or terms of payment.*
3. *All of them have a lower requirement of working capital and with reasonable proven earnings, they would be accretive to SIG's performance and help us de-leverage our current financial profile, as the projections clearly demonstrate.*
4. *Most of all, they are all highly synergic to allow SIGMA's vast resources to be channeled to realize significant growth in the next 2 or 3 years by leveraging our national Marketing footprint, close Customer Relationships, Distribution structure and our Sourcing strengths.*

The 3 'SBA' opportunities that we have identified and nurtured all fit the above criteria and due to our closeness to the owners, we have had extensive, meaningful discussions leading to agreements in principle with sufficient amount of financial information already in hand, without even having had to resort to the commonly accepted practice of Confidentiality Agreements! *However, we have refrained from concluding any final Purchase Agreements as we first wish to notify our Banking Partners as to these plans and their merits.*

While more detailed information is available through our package as to the projections for each of these additions and their contribution both individually and collectively to our earnings and the ratios -- as a quick summary, we are in a position to conclude all 3 additions that will add about \$20M of NEW Sales with a current EBITDA of about \$3.0M at current Sales, with a potential to grow up to \$35M and EBITDA potential of \$6M by 2012, due to the upside each one offers, especially with SIGMA synergies. We expect to complete all 3 of them all with a combined down payment of about \$7M which will be mostly met through new equity from shareholders for up to about \$5M and the remaining small balance from the advances from the eligible additional working capital from the current assets, since we have sufficient availability in our overall line and in the Inventory sub-limit too. No Seller's Note will be part of these agreements, but they all will have reasonable earn-out provisions subject to healthy growth in EBITDA.

These additions offer SIGMA a sound opportunity to grow our Sales to about \$235M and EBITDA of close to \$20M in 2010.

So, all in all, we believe these additions are prudent and will help SIGMA diversify its product, customer and market footprint to allow SIGMA to grow at a more robust rate even with a slow recovery. Due to the special circumstances with familiarity, culture and closeness, we believe one of these 3 additions – UNISOURCE – could be closed by even 9/30/09 and the second – Unique (UFF) – by 10/31/09 and the 3<sup>rd</sup> – SIMEX – by 2/28/10 with all the necessary Due Diligence and audit process implemented as required by our Board Audit Committee guidelines. We request our Banking Partners to approve our Mega Plan in its entirety, even when it is processed in parts.

We close with our collective appreciation for the close relationship we enjoy with our extended bank group and your confidence and support during the recent trying times. Over the past 24 years since our inception, SIGMA has grown with challenges and have consistently weathered the storms to emerge stronger and more nimble, as we have an experienced, loyal and poised management structure and a mature team culture, to go with our strengths such as our diverse product and market footprint and proven customer and supplier relationships.

We are ready for the future...

Best Regards,

SIG - 0003474  
Confidential  
FOIA Exempt

CX 1745-006

[FieldPage]

*Victor Pais*  
*President*

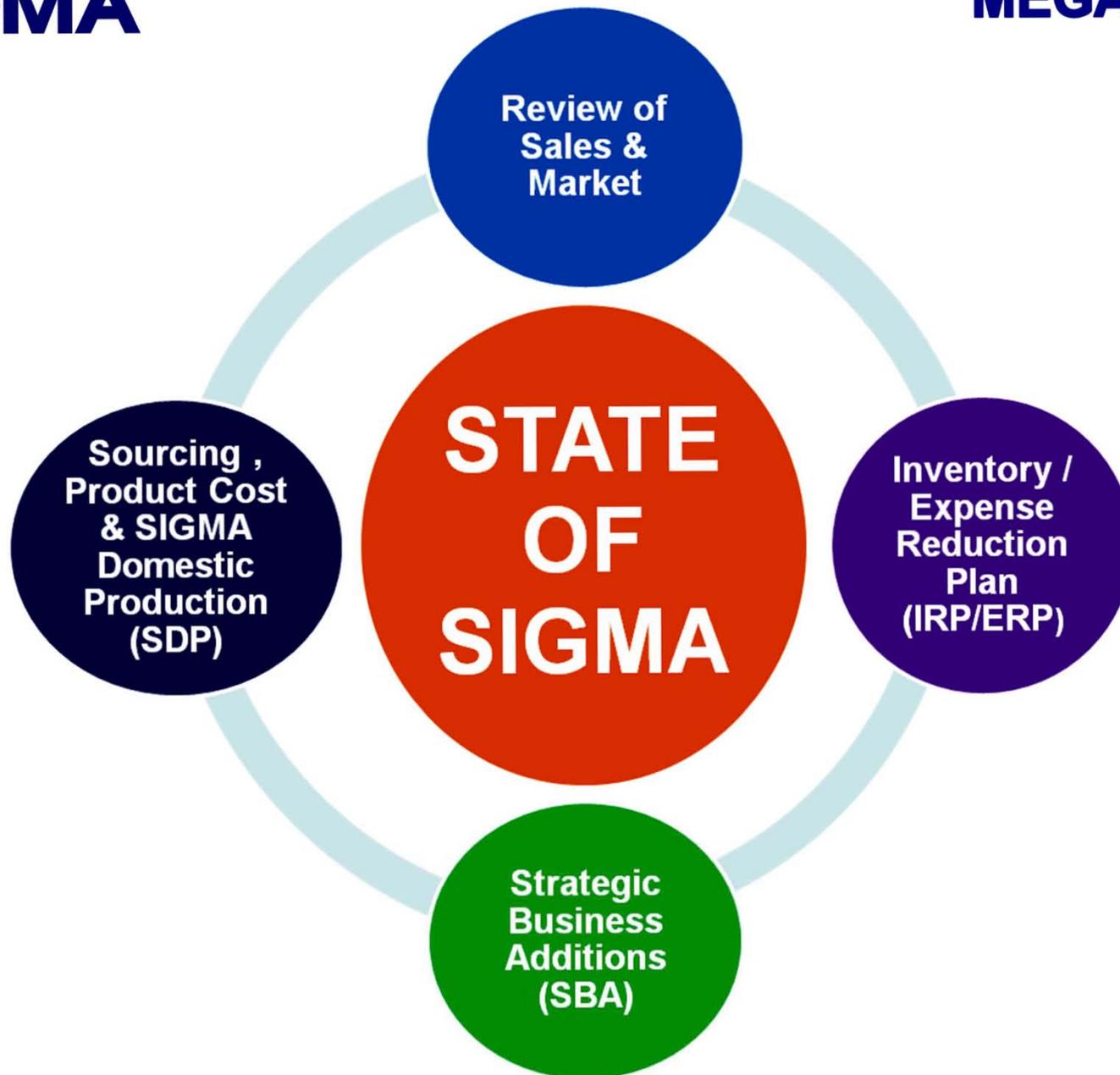
SIG - 0003475  
Confidential  
FOIA Exempt

# Sigma International Group

SIG

# ARES Group

August 7, 2009



# Mid Year Strategic Review

*presenting ....*

# **MEGA PLAN**

*A blue print for 18 months – July 2009- Dec 2010*



## MID YEAR REVIEW OF CORE BUSINESS

- **Market volume drop of about 20% - 25% over 08.**
- **Gross Margin drop of about 2% over 08 average.**
- **Fittings price drop of average 4% since Mc Wane's New Pricing Strategy.**
- **All in all prices have stabilized.**
- **Significant reduction in Overhead Operational Expenses – at \$5.0M / year.**
- **Continuing declining trend in Inventory with a drop of \$15.0M by 6/09.**
- **'Right - Sizing' of business is being achieved.**
- **Repositioning of SIGMA to grow over a wider product and market range.**



'MEGA PLAN'

**MEGAPLAN-09**

**2 – TIER GROWTH STRATEGY**

A yellow rectangular box with a red border containing the text "2 – TIER GROWTH STRATEGY". Two red arrows originate from the bottom center of the box and point outwards to the left and right.



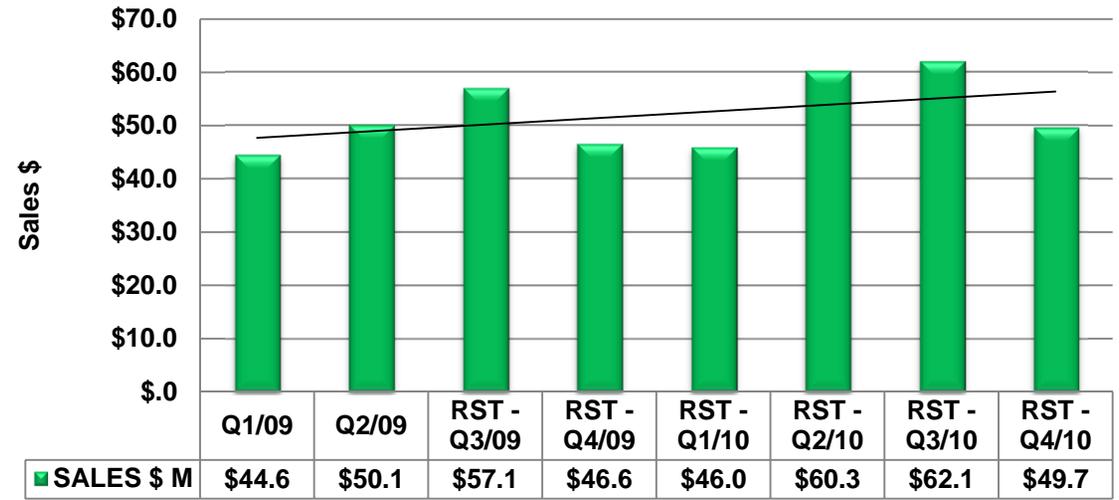
RRA SNAPSHOT

MEGAPLAN-09

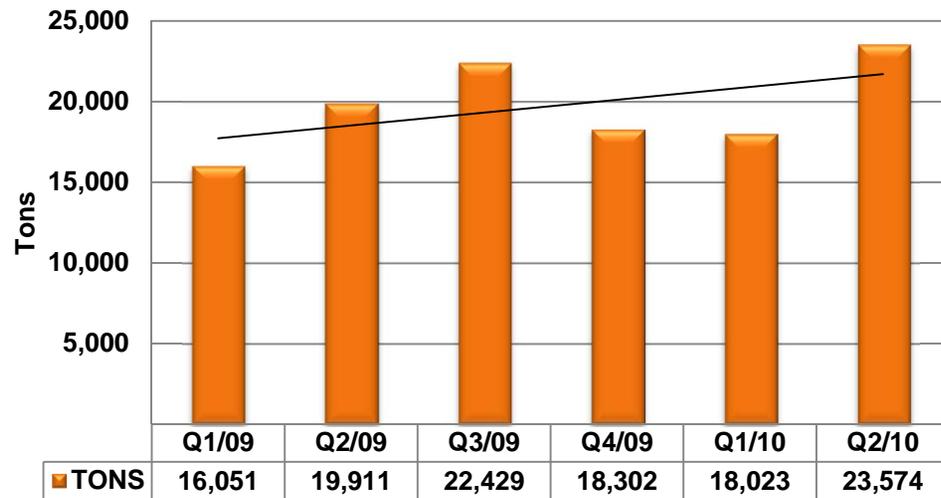
ASP (All Products)



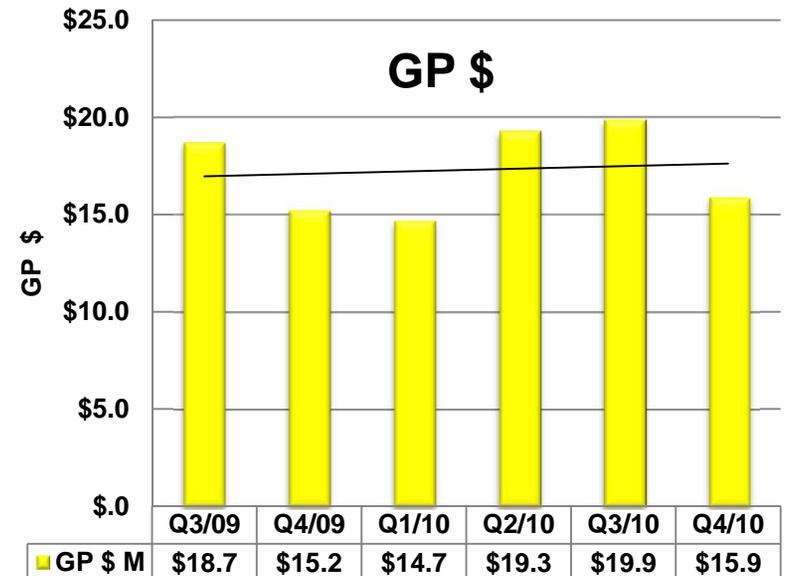
SALES \$ M (All Products)



TONS (All Products)



GP \$



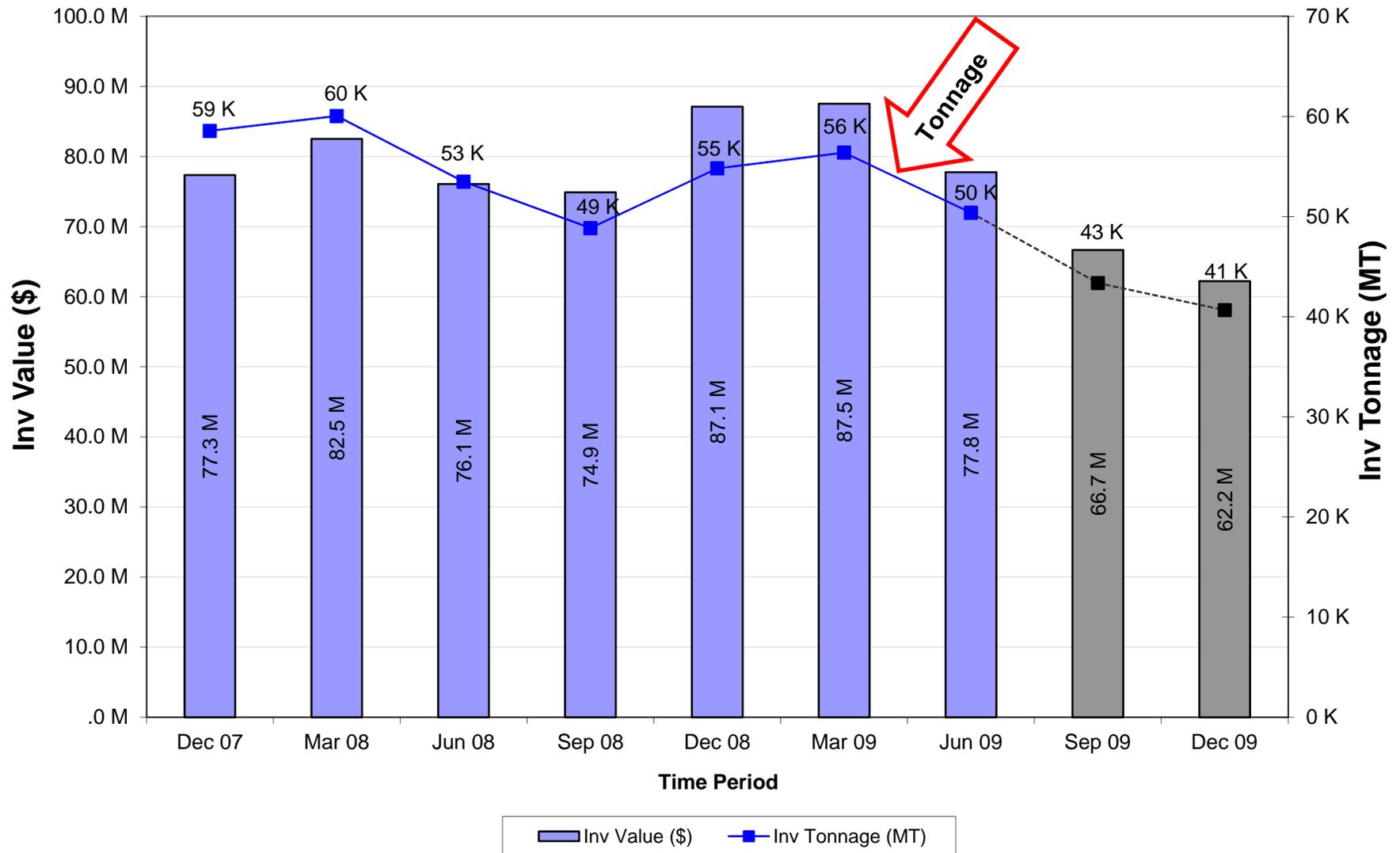


## SALES REVIEW: 2008 Vs 2009 COMPARISON

REGION	2008					2009						COMPARISON		
	H1	% 2008	H2	% 2008	2008	H1 (Actual)	% RST 2009	H2 (From RRA)	%RST 2009	RST09 (RRA)	RST09 - (Original)	H1-09 > H1-08	RST-09 > 2008	RST-RRA > RST (Org)
CRM	\$18.8	55.0%	\$15.4	45.0%	\$34.2	\$12.9	43.5%	\$16.9	56.5%	\$29.8	\$33.6	-31.3%	-13.0%	-11.3%
CHI	\$9.8	48.5%	\$10.4	51.5%	\$20.2	\$9.5	47.0%	\$10.7	53.0%	\$20.2	\$21.4	-3.0%	0.1%	-5.6%
HTN	\$18.3	54.8%	\$15.1	45.2%	\$33.3	\$13.8	47.6%	\$15.2	52.4%	\$29.0	\$31.8	-24.5%	-13.0%	-8.8%
ONT	\$18.5	56.5%	\$14.2	43.5%	\$32.7	\$10.3	45.7%	\$12.2	54.3%	\$22.5	\$33.8	-44.5%	-31.3%	-33.4%
ALX	\$32.6	55.5%	\$26.1	44.5%	\$58.8	\$23.0	47.9%	\$25.0	52.1%	\$48.0	\$56.0	-29.5%	-18.3%	-14.3%
SIG 5	\$98.0	54.7%	\$81.2	45.3%	\$179.3	\$69.5	46.5%	\$80.0	53.5%	\$149.5	\$176.6	-29.1%	-16.6%	-15.3%
OEM	\$29.8	50.8%	\$28.9	49.2%	\$58.8	\$25.2	51.4%	\$23.8	48.6%	\$49.0	\$57.9	-15.6%	-16.6%	-15.4%
SIG 6	\$127.9	53.7%	\$110.2	46.3%	\$238.0	\$94.7	47.7%	\$103.8	52.3%	\$198.5	\$234.5	-25.9%	-16.6%	-15.4%
SSF						\$.01	3.3%	\$.2	96.8%	\$.2	\$4.0			-95.0%



# Inventory Trend (2007-2009)



**Mega Plan ... New Business**

*presenting ....*

**'SBA'**

**(Strategic Business Additions)**

**Profile**

## 2 – TIER GROWTH STRATEGY

### Core Business

Stabilize around RRA levels

Maximize Sales and Market Share

Greater attention to Sales Planning @ Territory, Product customer level

Closer monitoring of Actual vs targets

'Domestic' niche thru 'SDP'  
Constant attention to Product Cost Reduction

Tight watch over expense control / productivity

Team focus to Inventory / Debt reduction

### New Business

Small 'buyer friendly' prospects

Compatible and synergic market / customer, product range

Relatively embryonic market position, to lower valuation

Sufficient potential to grow

Reasonable upfront price and favorable payment terms

Relatively quick and smooth integration

Opportunity to redistribute Sales force from Core to New business

Broaden product range to optimize growth in a slow recovery environment

**'SBA' PROFILE**  
**(Strategic Business Additions)**

	Unique Fittings & Flanges (UFF)	SIMEX	UNISOURCE
<b>Location</b>	Houston, TX	Guadalajara, Mexico	Freehold, NJ
<b>Nature of business</b>	Distribution of fittings, Valves, & related products for fire protection (FP)	Distribution of AWWA range of fittings, Valves and MCC	OEM supply of Pump, Valves, Plumbing etc.,
<b>Market</b>	National	Mexico (National)	OEM (Select)
<b>Years in business</b>	5 (in FP) ,12 overall	5	18
<b>Sourcing</b>	China, India, Korea, Indonesia	China, India, Mexico	China
<b>Growth Potential</b>	<b>Very High</b>	<b>Moderate</b>	<b>High</b>



Contd

...



**'SBA' PROFILE**  
(Strategic Business Additions)

# MEGAPLAN-09

	Unique Fittings & Flanges (UFF)		SIMEX		UNISOURCE			Combined SBA-3	
<b>1. 2009 Profile ( Prelim)</b>									
Sales	\$ 4.6M		\$8.2M		\$6.7M			\$19.5M	
EBITDA (Recast may be higher)	\$1.1M		\$1.2M		\$0.7M			\$3.0M	
Inv	\$2.5M		\$0.8M		\$0.4M			\$3.7M	
A / R	\$0.7M		\$1.5M		\$0.6M			\$2.8M	
W / C Coverage	Yes		No		Yes				
<b>2. Future Outlook</b>									
Year	2010	2011	2010	2011	2010	2011		2010	2011
Sales	\$8.0M	\$13.0M	\$9.5M	\$10.5M	\$10.0M	\$13.5M		\$27.5	\$37.0M
EBITDA	\$1.7M	\$2.6M	\$1.4M	\$1.6M	\$1.0	\$1.6M		\$4.1M	\$5.8M
<b>3. Valuation &amp; Capital (all preliminary estimates --- subject to further review)</b>									
Likely Price	\$5.0M		\$5.5M		\$2.25M			\$12.75M	
Earn out (for 2010 / 2011)	Yes - \$2.5M		Yes - \$2.0M		Yes - \$1.0M			\$5.5M	
Down payment	\$4.0M		\$2.5M		\$0.75M			\$7.25M	
Seller Note	Yes		Yes		Yes				
W/C Support	\$1.5M		No *		\$0.5M			\$2.0M	
Net Equity / W/C as self	\$2.5M		\$2.5M		\$0.25M			\$5.25	
* W/C as self financed through owner funds / retained earnings									



## INDEX TO FINANCIAL SCHEDULES

## Page

- 1 Financial Terms
- 2 PCA - Core Business - 2009
- 3 PCA - Core Business - 2010
- 4 PCA - Strategic Business Additions - 2010
- 5 PCA - Core & SBA's - 2010
- 6 Balance Sheet - Core Business - 2009
- 7 Balance Sheet - Core Business - 2010
- 8 Balance Sheet - Core & SBA's - 2010
- 9 Borrowing Base Summary - Core 2009
- 10 Borrowing Base Summary - Core 2010
- 11 Borrowing Base Summary - Core & SBA's -2010
- 12 Covenant Tests- Core Business - 2009
- 13 Covenant Tests - Core Business - 2010
- 14 Covenant Tests - Core & SBA's - 2010

## Sigma Financial Acronyms

### SFA

<b>PCA</b>	<b>Profit Center Accounting</b>
<b>DIRECT OPERATING EXPENSES</b>	
<b>DOE(1)</b>	<b>Variable Sales Expenses</b>
<b>NGM</b>	<b>Net Gross Margin (After DOE 1)</b>
<b>DOE(2)</b>	<b>Fixed Sales Expenses</b>
<b>DOE(3)</b>	<b>Fixed Warehouse Expenses</b>
<b>COMMON OPERATING EXPENSES</b>	
<b>COE (1)</b>	<b>Common Sales &amp; Marketing Overhead</b>
<b>COE (2)</b>	<b>Corp Payroll+Benefits+Taxes</b>
<b>COE(3)</b>	<b>Purchasing+Inventory+Production</b>
<b>COE (4)</b>	<b>Main Office Overhead</b>
<b>COE (5)</b>	<b>Professional Fees</b>
<b>COE (6A)</b>	<b>Bank Charges</b>
<b>COE (7A)</b>	<b>Discount Earned/Other</b>
<b>STRATEGIC BUSINESS ADDITIONS</b>	
<b>SBA (1)</b>	<b>Unisource</b>
<b>SBA (2)</b>	<b>Unique</b>
<b>SBA (3)</b>	<b>Simex</b>



**SIGMA INTERNATIONAL GROUP, INC**  
**CORE BUSINESS: 2009**

**MEGAPLAN-09**

**AMP : REVISED PCA-09-PLAN -- EBITDA**  
**('Absolutely MINIMUM Plan')**

	Q1	Q2	CUM-6/09	Q3	CUM-9/09	Q4	CUM-12/09	
<b>SIG-6</b>		<i>MT--&gt;</i>	<i>Q3 &gt; Q2--&gt;</i>	<i>10.1%</i>	<i>Q4 &gt; Q3--&gt;</i>	<i>-17.2%</i>		
<b>SALES</b>	\$ 44,490,148	\$ 50,238,468	\$ 94,728,616	\$ 55,180,785	\$ 149,909,401	\$ 45,687,314	\$ 195,596,715	100.0%
<b>GM%</b>	31.8%	32.7%	32.3%	32.6%	32.4%	32.8%	32.5%	
<b>GP\$</b>	\$ 14,154,867	\$ 16,411,874	\$ 30,566,741	\$ 17,975,724	\$ 48,542,465	\$ 14,997,473	\$ 63,539,939	32.5%
<b>DOE1(%)</b>	9.6%	10.3%	10.0%	11.3%	10.5%	10.9%	10.6%	
<b>DOE1(\$)</b>	\$ 4,285,776	\$ 5,152,958	\$ 9,438,734	\$ 6,254,054	\$ 15,692,788	\$ 4,959,049	\$ 20,651,837	
<b>NGM (\$)</b>	\$ 9,869,091	\$ 11,258,916	\$ 21,128,007	\$ 11,721,670	\$ 32,849,677	\$ 10,038,424	\$ 42,888,102	
<b>NGM (%)</b>	22.2%	22.4%	22.3%	21.2%	21.9%	22.0%	21.9%	
<b>DOE2</b>	\$ 2,135,151	\$ 2,157,872	\$ 4,293,023	\$ 2,178,255	\$ 6,471,278	\$ 2,106,829	\$ 8,578,107	4.4%
<b>DOE3</b>	\$ 2,415,899	\$ 2,383,153	\$ 4,799,052	\$ 2,479,693	\$ 7,278,745	\$ 2,371,973	\$ 9,650,718	4.9%
<b>DOE2+DOE3</b>	\$ 4,551,050	\$ 4,541,025	\$ 9,092,075	\$ 4,657,948	\$ 13,750,023	\$ 4,478,802	\$ 18,228,825	9.3%
<b>ROP</b>	\$ 5,318,041	\$ 6,717,891	\$ 12,035,932	\$ 7,063,722	\$ 19,099,654	\$ 5,559,622	\$ 24,659,277	
	12.0%	13.4%	12.7%	12.8%	12.7%	12.2%	12.6%	
<b>COE1 (CSM)</b>	\$ 583,756	\$ 605,770	\$ 1,189,526	\$ 505,614	\$ 1,695,140	\$ 477,375	\$ 2,172,515	1.1%
<b>COE2 (CORP COE)</b>	\$ 1,391,913	\$ 1,227,237	\$ 2,619,150	\$ 1,362,831	\$ 3,981,981	\$ 1,367,931	\$ 5,349,912	2.7%
<b>COE3 (PIP)</b>	\$ 422,386	\$ 371,677	\$ 794,063	\$ 484,500	\$ 1,278,563	\$ 484,500	\$ 1,763,063	0.9%
<b>COE4 (G&amp;A)</b>	\$ 138,977	\$ 145,650	\$ 284,627	\$ 136,242	\$ 420,869	\$ 136,242	\$ 557,111	0.3%
<b>COE5 (PROF SVC)</b>	\$ 260,901	\$ 279,308	\$ 540,209	\$ 247,662	\$ 787,871	\$ 247,662	\$ 1,035,533	0.5%
<b>COE6A (BANK CH)</b>	\$ 75,065	\$ 95,991	\$ 171,056	\$ 85,527	\$ 256,583	\$ 85,527	\$ 342,110	0.2%
<b>COE7A (DISC EARNED)</b>	\$ (41,285)	\$ 25,069	\$ (16,216)	\$ (7,500)	\$ (23,716)	\$ (7,500)	\$ (31,216)	0.0%
<b>TOT COE - bef INT+ DEP</b>	\$ 2,831,713	\$ 2,750,702	\$ 5,582,415	\$ 2,814,876	\$ 8,397,291	\$ 2,791,737	\$ 11,189,028	5.7%
<b>EBITDA (CURRENT) -- w/o TPB-09</b>	\$ 2,486,328	\$ 3,967,189	\$ 6,453,517	\$ 4,248,846	\$ 10,702,363	\$ 2,767,885	\$ 13,470,249	6.9%
<b>Street Furniture</b>		\$ (114,466)	\$ (114,466)	\$ (57,233)	\$ (171,699)	\$ (57,233)	\$ (228,932)	-0.1%
<b>Real Estate</b>		\$ 527,108	\$ 527,108	\$ 263,554	\$ 790,662	\$ 263,554	\$ 1,054,216	0.5%
<b>Carryover / Add backs</b>		\$ 129,908	\$ 129,908		\$ 129,908		\$ 129,908	0.1%
<b>EBITDA (TTM-ADJ) --w/o TPB-09</b>	\$ 2,486,328	\$ 4,509,739	\$ 6,996,067	\$ 4,455,167	\$ 11,451,234	\$ 2,974,206	\$ 14,425,441	7.4%
<b>Bonus - Invy</b>			\$ 0			\$ 375,000	\$ 375,000	0.2%
<b>Bonus - TPB</b>			\$ 0			\$ 548,915	\$ 548,915	0.3%
<b>EBITDA</b>	\$2,486,328	\$4,509,739	\$6,996,067	\$4,455,167	\$11,451,234	\$2,050,291	\$13,501,525	6.9%

DRAFT FORM AND NOT INTENDED TO CONSTITUTE A REPRESENTATION.



**SIGMA INTERNATIONAL GROUP, INC**  
**CORE BUSINESS: 2010**

MEGAPLAN-09

**PLAN SUMMARY -- PCA + EBITDA + COMPARISON with 09**

	Q1	Q2	CUM-6/10	Q3	CUM-9/10	Q4	CUM-12/10	PCA-PROJ-09	10>09		
<b>SIG-6</b>			Q3 > Q2-->	3.0%	Q4 > Q3-->	-20.0%					
SALES	\$ 46,062,067	\$ 55,371,068	\$ 101,433,135	\$ 59,032,200	\$ 160,465,335	\$ 49,225,760	\$ 209,691,095	100.0%	\$ 195,596,715	100.0%	7.2%
GM%	32.1%	32.1%	32.1%	32.2%	32.1%	32.2%	32.1%		32.5%		
GP\$	\$ 14,783,930	\$ 17,756,746	\$ 32,540,676	\$ 18,997,101	\$ 51,537,777	\$ 15,841,299	\$ 67,379,076	32.1%	\$ 63,539,939	32.5%	6.0%
DOE1(%)	10.0%	10.0%	10.0%	10.1%	10.0%	10.1%	10.0%		10.6%		
DOE1(\$)	\$ 4,595,596	\$ 5,531,930	\$ 10,127,526	\$ 5,915,564	\$ 16,043,091	\$ 4,926,640	\$ 20,969,731	10.0%	\$ 20,651,837		1.5%
NGM (\$)	\$ 10,188,334	\$ 12,224,816	\$ 22,413,150	\$ 13,081,537	\$ 35,494,686	\$ 10,914,659	\$ 46,409,345		\$ 42,888,102		8.2%
NGM (%)	22.1%	22.1%	22.1%	22.2%	22.1%	22.2%	22.1%		21.9%	0.0%	
DOE2	\$ 2,165,972	\$ 2,165,972	\$ 4,331,944	\$ 2,165,972	\$ 6,497,916	\$ 2,165,972	\$ 8,663,888	4.1%	\$ 8,578,107	4.4%	1.0%
DOE3	\$ 2,436,806	\$ 2,436,806	\$ 4,873,613	\$ 2,436,806	\$ 7,310,419	\$ 2,436,806	\$ 9,747,225	4.6%	\$ 9,650,718	4.9%	1.0%
DOE2+DOE3	\$ 4,602,778	\$ 4,602,778	\$ 9,205,557	\$ 4,602,778	\$ 13,808,335	\$ 4,602,778	\$ 18,411,113	8.8%	\$ 18,228,825	9.3%	1.0%
ROP	\$ 5,585,556	\$ 7,622,037	\$ 13,207,593	\$ 8,478,758	\$ 21,686,351	\$ 6,311,881	\$ 27,998,232	13.6%	\$ 24,659,277		13.5%
	12.1%	13.8%	13.0%	14.4%	13.5%	12.8%			12.6%		
COE1 (CSM)	\$ 548,560	\$ 548,560	\$ 1,097,120	\$ 548,560	\$ 1,645,680	\$ 548,560	\$ 2,194,240	1.0%	\$ 2,172,515	1.1%	1.0%
COE2 (CORP COE)	\$ 1,350,853	\$ 1,350,853	\$ 2,701,706	\$ 1,350,853	\$ 4,052,558	\$ 1,350,853	\$ 5,403,411	2.6%	\$ 5,349,912	2.7%	1.0%
COE3 (PIP)	\$ 445,173	\$ 445,173	\$ 890,347	\$ 445,173	\$ 1,335,520	\$ 445,173	\$ 1,780,694	0.8%	\$ 1,763,063	0.9%	1.0%
COE4 (G&A)	\$ 140,671	\$ 140,671	\$ 281,341	\$ 140,671	\$ 422,012	\$ 140,671	\$ 562,682	0.3%	\$ 557,111	0.3%	1.0%
COE5 (PROF SVC)	\$ 261,472	\$ 261,472	\$ 522,944	\$ 261,472	\$ 784,416	\$ 261,472	\$ 1,045,888	0.5%	\$ 1,035,533	0.5%	1.0%
COE6A (BANK CH)	\$ 86,383	\$ 86,383	\$ 172,766	\$ 86,383	\$ 259,148	\$ 86,383	\$ 345,531	0.2%	\$ 342,110	0.2%	1.0%
COE7A (DISC EARNED)	\$ (7,882)	\$ (7,882)	\$ (15,764)	\$ (7,882)	\$ (23,646)	\$ (7,882)	\$ (31,528)	0.0%	\$ (31,216)	0.0%	1.0%
TOT COE - bef INT+ DEP	\$ 2,825,230	\$ 2,825,230	\$ 5,650,459	\$ 2,825,230	\$ 8,475,689	\$ 2,825,230	\$ 11,300,918	5.4%	\$ 11,189,028	5.7%	1.0%
EBITDA (CURRENT) -- w/o TPB-09	\$ 2,760,326	\$ 4,796,808	\$ 7,557,134	\$ 5,653,529	\$ 13,210,663	\$ 3,486,651	\$ 16,697,314	8.0%	\$ 13,470,249	6.9%	24.0%
Street Furniture (break even)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ (228,932)	-0.1%	
Real Estate	\$ 263,554	\$ 263,554	\$ 527,108	\$ 263,554	\$ 790,662	\$ 263,554	\$ 1,054,216	0.5%	\$ 1,054,216	0.5%	
Carryover / Add backs			\$ -		\$ -		\$ -	0.0%	\$ 129,908	0.1%	
EBITDA (TTM-ADJ) --w/o TPB-09	\$ 3,023,880	\$ 5,060,362	\$ 8,084,242	\$ 5,917,083	\$ 14,001,325	\$ 3,750,205	\$ 17,751,530	8.5%	\$ 14,425,441	7.4%	23.1%
Bonus - Invy			\$ 0			\$ 500,000	\$ 500,000	0.2%	\$ 375,000	0.2%	
Bonus - TPB			\$ 0			\$ 750,000	\$ 750,000	0.4%	\$ 548,915	0.3%	
EBITDA	\$ 3,023,880	\$ 5,060,362	\$ 8,084,242	\$ 5,917,083	\$ 14,001,325	\$ 2,500,205	\$ 16,501,530	7.9%	\$ 13,501,525	6.9%	22.2%
	\$ 11,015,197		\$ 6,505,458		\$ 2,050,291						
TTM	\$ 14,039,077		\$ 14,589,700		\$ 16,051,615		\$ 16,501,530				

DRAFT FORM AND NOT INTENDED TO CONSTITUTE A REPRESENTATION.



**SIGMA INTERNATIONAL GROUP, INC**  
**SUMMARY of STRATEGIC BUSINESS ADDITIONS**

MEGAPLAN-09

	Q1	Q2	CUM-6/10	Q3	CUM-9/10	Q4	CUM-H2/10	CUM-12/10	
<b>1. UNISOURCE :</b>									
SALES	\$ 1,500,000	\$ 1,750,000	\$ 3,250,000	\$ 2,750,000	\$ 6,000,000	\$ 3,000,000	\$ 5,750,000	\$ 9,000,000	100.0%
GM%	18.0%	20.0%		18.0%		18.0%			
GP\$	\$ 270,000	\$ 350,000	\$ 620,000	\$ 495,000	\$ 1,115,000	\$ 540,000	\$ 1,035,000	\$ 1,655,000	18.4%
DOE1%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	
DOE1\$	\$ 15,000	\$ 17,500	\$ 32,500	\$ 27,500	\$ 60,000	\$ 30,000	\$ 57,500	\$ 90,000	1.0%
NGP\$	\$ 255,000	\$ 332,500	\$ 587,500	\$ 467,500	\$ 1,055,000	\$ 510,000	\$ 977,500	\$ 1,565,000	17.4%
NGM%	17.0%	19.0%	18.1%	17.0%	17.6%	17.0%	17.0%	17.4%	
DOE2	\$ 150,000	\$ 180,000	\$ 330,000	\$ 200,000	\$ 530,000	\$ 225,000	\$ 425,000	\$ 755,000	8.4%
DOE3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
DOE2 + DOE3	\$ 150,000	\$ 180,000	\$ 330,000	\$ 200,000	\$ 530,000	\$ 225,000	\$ 425,000	\$ 755,000	8.4%
ROP	\$ 105,000	\$ 152,500	\$ 257,500	\$ 267,500	\$ 525,000	\$ 285,000	\$ 552,500	\$ 810,000	9.0%
	7.0%	8.7%	7.9%	9.7%	8.8%	9.5%	9.6%	9.0%	
<b>2. UNIQUE (UFF)</b>									
SALES	\$ 1,500,000	\$ 1,750,000	\$ 3,250,000	\$ 2,250,000	\$ 5,500,000	\$ 2,750,000	\$ 5,000,000	\$ 8,250,000	100.0%
GM%	30.0%	28.0%		28.0%		30.0%			
GP\$	\$ 450,000	\$ 490,000	\$ 940,000	\$ 630,000	\$ 1,570,000	\$ 825,000	\$ 1,455,000	\$ 2,395,000	29.0%
DOE1%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	
DOE1\$	\$ 52,500	\$ 61,250	\$ 113,750	\$ 78,750	\$ 192,500	\$ 96,250	\$ 175,000	\$ 288,750	3.5%
NGP\$	\$ 397,500	\$ 428,750	\$ 826,250	\$ 551,250	\$ 1,377,500	\$ 728,750	\$ 1,280,000	\$ 2,106,250	25.5%
NGM%	26.5%	24.5%	25.4%	24.5%	25.0%	26.5%	25.6%	25.5%	
DOE2	\$ 100,000	\$ 120,000	\$ 220,000	\$ 120,000	\$ 340,000	\$ 150,000	\$ 270,000	\$ 490,000	5.9%
DOE3	\$ 50,000	\$ 65,000	\$ 115,000	\$ 75,000	\$ 190,000	\$ 90,000	\$ 165,000	\$ 280,000	3.4%
DOE2 + DOE3	\$ 150,000	\$ 185,000	\$ 335,000	\$ 195,000	\$ 530,000	\$ 240,000	\$ 435,000	\$ 770,000	9.3%
ROP	\$ 247,500	\$ 243,750	\$ 491,250	\$ 356,250	\$ 847,500	\$ 488,750	\$ 845,000	\$ 1,336,250	16.2%
	16.5%	13.9%	15.1%	15.8%	15.4%	17.8%	16.9%	16.2%	
<b>3. SIMEX</b>									
SALES		\$ 2,400,000	\$ 2,400,000	\$ 2,750,000	\$ 5,150,000	\$ 2,500,000	\$ 5,250,000	\$ 7,650,000	100.0%
GM%		26.0%	26.0%	26.5%		25.5%			
GP\$		\$ 624,000	\$ 624,000	\$ 728,750	\$ 1,352,750	\$ 637,500	\$ 1,366,250	\$ 1,990,250	26.0%
DOE1%		4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	
DOE1\$		\$ 96,000	\$ 96,000	\$ 110,000	\$ 206,000	\$ 100,000	\$ 210,000	\$ 306,000	4.0%
NGP\$		\$ 528,000	\$ 528,000	\$ 618,750	\$ 1,146,750	\$ 537,500	\$ 1,156,250	\$ 1,684,250	22.0%
NGM%		22.0%	22.0%	22.5%	22.3%	21.5%	22.0%	21.8%	
DOE2		\$ 125,000	\$ 125,000	\$ 125,000	\$ 250,000	\$ 125,000	\$ 250,000	\$ 375,000	4.9%
DOE3		\$ 60,000	\$ 60,000	\$ 70,000	\$ 130,000	\$ 70,000	\$ 140,000	\$ 200,000	2.6%
DOE2 + DOE3		\$ 185,000	\$ 185,000	\$ 195,000	\$ 380,000	\$ 195,000	\$ 390,000	\$ 575,000	7.5%
ROP		\$ 343,000	\$ 343,000	\$ 423,750	\$ 766,750	\$ 342,500	\$ 766,250	\$ 1,109,250	14.5%
		14.3%	14.3%	15.4%	14.9%	13.7%	14.6%	14.5%	
SALES	\$ 3,000,000	\$ 5,900,000	\$ 8,900,000	\$ 7,750,000	\$ 16,650,000	\$ 8,250,000	\$ 16,000,000	\$ 24,900,000	100.0%
GM%	24.0%	24.8%	24.5%	23.9%		24.3%	24.1%		
GP\$	\$ 720,000	\$ 1,464,000	\$ 2,184,000	\$ 1,853,750	\$ 4,037,750	\$ 2,002,500	\$ 3,856,250	\$ 6,040,250	79.0%
DOE1%	2.3%	3.0%	2.7%	2.8%	4.0%	2.7%	2.8%	4.0%	
DOE1\$	\$ 67,500	\$ 174,750	\$ 242,250	\$ 216,250	\$ 458,500	\$ 226,250	\$ 442,500	\$ 684,750	9.0%
NGP\$	\$ 652,500	\$ 1,289,250	\$ 1,941,750	\$ 1,637,500	\$ 3,579,250	\$ 1,776,250	\$ 3,413,750	\$ 5,355,500	70.0%
NGM%	21.8%	21.9%	21.8%	21.1%	21.5%	21.5%	21.3%	21.8%	
DOE2	\$ 250,000	\$ 425,000	\$ 675,000	\$ 445,000	\$ 1,120,000	\$ 500,000	\$ 945,000	\$ 1,620,000	21.2%
DOE3	\$ 50,000	\$ 125,000	\$ 175,000	\$ 145,000	\$ 320,000	\$ 160,000	\$ 305,000	\$ 480,000	6.3%
DOE2 + DOE3	\$ 300,000	\$ 550,000	\$ 850,000	\$ 590,000	\$ 1,440,000	\$ 660,000	\$ 1,250,000	\$ 2,100,000	27.5%
ROP	\$ 352,500	\$ 739,250	\$ 1,091,750	\$ 1,047,500	\$ 2,139,250	\$ 1,116,250	\$ 2,163,750	\$ 3,255,500	42.6%
	11.8%	12.5%	12.3%	13.5%	12.8%	13.5%	13.5%	13.1%	

DRAFT FORM AND NOT INTENDED TO CONSTITUTE A REPRESENTATION.



**SIGMA INTERNATIONAL GROUP, INC**  
**CORE BUSINESS + SBA'S: 2010**

**MEGAPLAN-09**

**PLAN SUMMARY -- PCA + EBITDA + COMPARISON with 09**

	Q1	Q2	CUM-6/10	Q3	CUM-9/10	Q4	CUM-12/10		PCA-PROJ-09	10>09	
<b>SIG6 + SBA</b>											
SALES	\$ 49,062,067	\$ 61,271,068	\$ 110,333,135	\$ 66,782,200	\$ 177,115,335	\$ 57,475,760	\$ 234,591,095	100.0%	\$ 195,596,715	100.0%	19.9%
GM%	31.6%	31.4%	31.5%	31.2%	31.4%	31.0%	31.3%		32.5%		
GP\$	\$ 15,503,930	\$ 19,220,746	\$ 34,724,676	\$ 20,850,851	\$ 55,575,527	\$ 17,843,799	\$ 73,419,326	31.3%	\$ 63,539,939	32.5%	15.5%
DOE1(%)	9.5%	9.3%	9.4%	9.2%	9.3%	9.0%	9.2%		10.6%		
DOE1(\$)	\$ 4,663,096	\$ 5,706,680	\$ 10,369,776	\$ 6,131,814	\$ 16,501,591	\$ 5,152,890	\$ 21,654,481	9.2%	\$ 20,651,837	10.6%	4.9%
NGM (\$)	\$ 10,840,834	\$ 13,514,066	\$ 24,354,900	\$ 14,719,037	\$ 39,073,936	\$ 12,690,909	\$ 51,764,845		\$ 42,888,102		20.7%
NGM (%)	22.1%	22.1%	22.1%	22.0%	22.1%	22.1%	22.1%		21.9%		
DOE2	\$ 2,415,972	\$ 2,590,972	\$ 5,006,944	\$ 2,610,972	\$ 7,617,916	\$ 2,665,972	\$ 10,283,888	4.4%	\$ 8,578,107	4.4%	19.9%
DOE3	\$ 2,486,806	\$ 2,561,806	\$ 5,048,613	\$ 2,581,806	\$ 7,630,419	\$ 2,596,806	\$ 10,227,225	4.4%	\$ 9,650,718	4.9%	6.0%
DOE2+DOE3	\$ 4,902,778	\$ 5,152,778	\$ 10,055,557	\$ 5,192,778	\$ 15,248,335	\$ 5,262,778	\$ 20,511,113	8.7%	\$ 18,228,825	9.3%	12.5%
ROP	\$ 5,938,056	\$ 8,361,287	\$ 14,299,343	\$ 9,526,258	\$ 23,825,601	\$ 7,428,131	\$ 31,253,732	13.6%	\$ 24,659,277	15.0%	26.7%
			13.0%		13.5%						
COE1 (CSM)	\$ 548,560	\$ 548,560	\$ 1,097,120	\$ 548,560	\$ 1,645,680	\$ 548,560	\$ 2,194,240	0.9%	\$ 2,172,515	1.1%	1.0%
COE2 (CORP COE)	\$ 1,350,853	\$ 1,350,853	\$ 2,701,706	\$ 1,350,853	\$ 4,052,558	\$ 1,350,853	\$ 5,403,411	2.3%	\$ 5,349,912	2.7%	1.0%
COE3 (PIP)	\$ 445,173	\$ 445,173	\$ 890,347	\$ 445,173	\$ 1,335,520	\$ 445,173	\$ 1,780,694	0.8%	\$ 1,763,063	0.9%	1.0%
COE4 (G&A)	\$ 140,671	\$ 140,671	\$ 281,341	\$ 140,671	\$ 422,012	\$ 140,671	\$ 562,682	0.2%	\$ 557,111	0.3%	1.0%
COE5 (PROF SVC)	\$ 261,472	\$ 261,472	\$ 522,944	\$ 261,472	\$ 784,416	\$ 261,472	\$ 1,045,888	0.4%	\$ 1,035,533	0.5%	1.0%
COE6A (BANK CH)	\$ 86,383	\$ 86,383	\$ 172,766	\$ 86,383	\$ 259,148	\$ 86,383	\$ 345,531	0.1%	\$ 342,110	0.2%	1.0%
COE7A (DISC EARNED)	\$ (7,882)	\$ (7,882)	\$ (15,764)	\$ (7,882)	\$ (23,646)	\$ (7,882)	\$ (31,528)	0.0%	\$ (31,216)	0.0%	1.0%
TOT COE - bef INT+ DEP	\$ 2,825,230	\$ 2,825,230	\$ 5,650,459	\$ 2,825,230	\$ 8,475,689	\$ 2,825,230	\$ 11,300,918	4.8%	\$ 11,189,028	5.7%	1.0%
EBITDA (CURRENT) -- w/o TPB-09	\$ 3,112,826	\$ 5,536,058	\$ 8,648,884	\$ 6,701,029	\$ 15,349,913	\$ 4,602,901	\$ 19,952,814	8.5%	\$ 13,470,249	6.9%	48.1%
Street Furniture (break even)			\$ -		\$ -		\$ -	0.0%	\$ (228,932)	-0.1%	
Real Estate	\$ 263,554	\$ 263,554	\$ 527,108	\$ 263,554	\$ 790,662	\$ 263,554	\$ 1,054,216	0.4%	\$ 1,054,216	0.5%	
Carryover / Add backs			\$ -		\$ -		\$ -	0.0%	\$ 129,908	0.1%	
EBITDA (TTM-ADJ) --w/o TPB-09	\$ 3,376,380	\$ 5,799,612	\$ 9,175,992	\$ 6,964,583	\$ 16,140,575	\$ 4,866,455	\$ 21,007,030	9.0%	\$ 14,425,441	7.4%	45.6%
Bonus - Invy						\$ 500,000	\$ 500,000	0.2%	\$ 375,000	0.2%	
Bonus - TPB						\$ 750,000	\$ 750,000	0.3%	\$ 548,915	0.3%	
EBITDA	\$ 3,376,380	\$ 5,799,612	\$ 9,175,992	\$ 6,964,583	\$ 16,140,575	\$ 3,616,455	\$ 19,757,030	8.4%	\$ 13,501,525	6.9%	46.3%
PRIOR YEARS EBITDA	\$ 11,015,197		\$ 6,505,458		\$ 2,050,291						
TTM CURRENT	\$ 14,391,577		\$ 15,681,450		\$ 18,190,865		\$ 19,757,030				

DRAFT FORM AND NOT INTENDED TO CONSTITUTE A REPRESENTATION.



**SIGMA INTERNATIONAL GROUP, INC**  
**CORE BUSINESS: 2009**

MEGAPLAN-09

	Dec 2008	Mar 2009	June 2009	Sept 2009	Dec 2009
<b>CURRENT ASSETS:</b>					
ACCOUNTS RECEIVABLE, NET	\$20,303,201	\$27,806,461	\$25,770,429	\$31,786,994	\$25,468,193
INVENTORY (Incl In Transit)	\$96,691,233	\$90,063,896	\$80,303,431	\$71,248,431	\$72,558,431
INVENTORY RESERVES	(\$26,460,076)	(\$26,196,050)	(\$26,278,012)	(\$26,278,012)	(\$20,278,012)
PREPAID + OTHER CURRENT	\$3,621,454	\$3,198,031	\$2,771,865	\$2,771,865	\$2,771,865
<b>TOTAL CURRENT ASSETS</b>	<b>\$94,155,812</b>	<b>\$94,872,338</b>	<b>\$82,567,713</b>	<b>\$79,529,278</b>	<b>\$80,520,476</b>
MACHINERY + EQUIPMENT	\$3,573,104	\$3,686,742	\$3,549,948	\$3,492,948	\$3,435,948
REAL ESTATE	\$9,325,063	\$9,050,484	\$8,976,334	\$8,976,334	\$8,976,334
<b>TOTAL OTHER ASSETS</b>	<b>\$102,173,618</b>	<b>\$102,023,793</b>	<b>\$101,614,135</b>	<b>\$101,507,905</b>	<b>\$101,401,675</b>
<b>TOTAL ASSETS</b>	<b>\$209,227,597</b>	<b>\$209,633,358</b>	<b>\$196,708,130</b>	<b>\$193,506,465</b>	<b>\$194,334,433</b>
<b>CURRENT LIABILITIES:</b>					
NOTES PAYABLE - BANK	\$56,964,871	\$62,840,846	\$46,873,732	\$40,325,957	\$35,915,238
CURRENT PORTION OF TERM DEBT	\$3,214,286	\$4,285,714	\$4,285,714	\$4,285,714	\$4,285,714
ACCOUNTS PAYABLE	\$25,789,818	\$19,358,519	\$18,758,809	\$21,471,953	\$21,066,953
ACCRUED EXPENSES	\$5,373,481	\$5,448,993	\$5,558,218	\$4,694,043	\$5,947,186
OTHER CURRENT LIABILITIES	(\$1,581,949)	(\$1,601,482)	(\$76,553)	(\$76,553)	\$1,710,457
<b>TOTAL CURRENT LIABILITIES</b>	<b>\$89,760,507</b>	<b>\$90,332,590</b>	<b>\$75,399,921</b>	<b>\$70,701,116</b>	<b>\$68,925,549</b>
<b>LONG TERM LIABILITIES</b>					
NOTES PAYABLE - TERM (A)	\$21,353,445	\$20,282,016	\$17,565,887	\$17,565,887	\$17,142,857
NOTES PAYABLE - TERM (B)	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000
DIVIDENDS PAYABLE	\$6,112,500	\$10,362,500	\$11,687,500	\$12,937,501	\$14,187,502
LONG TERM DEBT	\$5,915,221	\$6,040,646	\$5,862,101	\$5,862,101	\$5,862,101
OTHER L/T DEBT	\$4,434,769	\$4,434,769	\$4,434,769	\$4,434,769	\$4,434,769
<b>TOTAL LONG TERM DEBT</b>	<b>\$67,815,935</b>	<b>\$71,119,932</b>	<b>\$69,550,256</b>	<b>\$70,800,257</b>	<b>\$71,627,228</b>
<b>SHAREHOLDERS EQUITY:</b>					
CAPITAL STOCK	\$64,798,110	\$64,798,110	\$68,237,765	\$68,237,765	\$68,237,765
DIVIDENDS DECLARED	(\$6,112,500)	(\$10,362,500)	(\$11,687,500)	(\$12,937,501)	(\$14,187,502)
RETAINED EARNINGS	(\$7,034,456)	(\$6,254,774)	(\$4,792,313)	(\$3,295,173)	(\$268,608)
<b>TOTAL SHAREHOLDERS' EQUITY</b>	<b>\$51,651,154</b>	<b>\$48,180,836</b>	<b>\$51,757,952</b>	<b>\$52,005,091</b>	<b>\$53,781,655</b>
<b>TOTAL LIABILITIES &amp; SHAREHOLDERS EQUITY</b>	<b>\$209,227,597</b>	<b>\$209,633,358</b>	<b>\$196,708,130</b>	<b>\$193,506,465</b>	<b>\$194,334,433</b>

DRAFT FORM AND NOT INTENDED TO CONSTITUTE A REPRESENTATION.



**SIGMA INTERNATIONAL GROUP, INC**  
**CORE BUSINESS: 2010**

MEGAPLAN-09

	Dec 2009	Mar 2010	June 2010	Sept 2010	Dec 2010
<b>CURRENT ASSETS:</b>					
ACCOUNTS RECEIVABLE, NET	\$25,468,193	\$27,992,672	\$33,038,832	\$33,822,621	\$28,164,426
INVENTORY	\$72,558,431	\$72,280,431	\$71,665,431	\$66,730,431	\$65,345,431
INVENTORY RESERVES	(\$20,278,012)	(\$20,278,012)	(\$20,278,012)	(\$20,278,012)	(\$20,278,012)
PREPAID + OTHER CURRENT	\$2,771,865	\$2,936,211	\$2,936,211	\$2,936,211	\$2,936,211
<b>TOTAL CURRENT ASSETS</b>	<b>\$80,520,476</b>	<b>\$82,931,302</b>	<b>\$87,362,462</b>	<b>\$83,211,251</b>	<b>\$76,168,056</b>
MACHINERY + EQUIPMENT	\$3,435,948	\$3,378,948	\$3,321,948	\$3,264,948	\$3,207,948
REAL ESTATE	\$8,976,334	\$8,976,334	\$8,976,334	\$8,976,334	\$8,976,334
<b>TOTAL OTHER ASSETS</b>	<b>\$101,401,675</b>	<b>\$101,131,098</b>	<b>\$101,024,868</b>	<b>\$100,918,638</b>	<b>\$100,812,408</b>
<b>TOTAL ASSETS</b>	<b>\$194,334,433</b>	<b>\$196,417,682</b>	<b>\$200,685,612</b>	<b>\$196,371,171</b>	<b>\$189,164,746</b>
<b>CURRENT LIABILITIES:</b>					
NOTES PAYABLE - BANK	\$35,915,238	\$41,359,031	\$43,452,798	\$39,214,739	\$32,981,024
CURRENT PORTION OF TERM DEBT	\$4,285,714	\$4,285,714	\$4,285,714	\$4,285,714	\$4,285,714
ACCOUNTS PAYABLE	\$21,066,953	\$20,726,453	\$22,826,453	\$21,356,453	\$21,026,453
ACCRUED EXPENSES	\$5,947,186	\$5,447,638	\$5,011,419	\$4,991,675	\$4,972,724
OTHER CURRENT LIABILITIES	\$1,710,457	\$276,007	\$276,007	\$276,007	\$1,250,012
<b>TOTAL CURRENT LIABILITIES</b>	<b>\$68,925,549</b>	<b>\$72,094,844</b>	<b>\$75,852,392</b>	<b>\$70,124,589</b>	<b>\$64,515,928</b>
<b>LONG TERM LIABILITIES</b>					
NOTES PAYABLE - TERM (A)	\$17,142,857	\$16,071,428	\$14,999,999	\$13,928,570	\$12,857,141
NOTES PAYABLE - TERM (B)	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000
DIVIDENDS PAYABLE	\$14,187,502	\$14,187,502	\$14,187,502	\$14,187,502	\$14,187,502
LONG TERM DEBT	\$5,862,101	\$5,862,101	\$5,862,101	\$5,862,101	\$5,862,101
OTHER L/T DEBT	\$4,434,769	\$4,434,769	\$4,434,769	\$4,434,769	\$4,434,769
<b>TOTAL LONG TERM DEBT</b>	<b>\$71,627,228</b>	<b>\$70,555,799</b>	<b>\$69,484,370</b>	<b>\$68,412,941</b>	<b>\$67,341,512</b>
<b>SHAREHOLDERS EQUITY:</b>					
CAPITAL STOCK	\$68,237,765	\$68,237,765	\$68,237,765	\$68,237,765	\$68,237,765
DIVIDENDS DECLARED	(\$14,187,502)	(\$14,187,502)	(\$14,187,502)	(\$14,187,502)	(\$14,187,502)
RETAINED EARNINGS	(\$268,608)	(\$283,223)	\$1,298,587	\$3,783,377	\$3,257,043
<b>TOTAL SHAREHOLDERS' EQUITY</b>	<b>\$53,781,655</b>	<b>\$53,767,040</b>	<b>\$55,348,850</b>	<b>\$57,833,640</b>	<b>\$57,307,305</b>
<b>TOTAL LIABILITIES &amp; SHAREHOLDERS EQUITY</b>	<b>\$194,334,433</b>	<b>\$196,417,683</b>	<b>\$200,685,612</b>	<b>\$196,371,170</b>	<b>\$189,164,745</b>

DRAFT FORM AND NOT INTENDED TO CONSTITUTE A REPRESENTATION.



**SIGMA INTERNATIONAL GROUP, INC  
CORE BUSINESS + SBA'S: 2010**

MEGAPLAN-09

	Mar 2010	June 2010	Sept 2010	Dec 2010
<b>CURRENT ASSETS:</b>				
ACCOUNTS RECEIVABLE, NET	\$29,784,496	\$36,588,716	\$38,415,062	\$33,307,421
INVENTORY	\$75,583,231	\$76,649,571	\$72,304,721	\$71,571,171
INVENTORY RESERVES	(\$20,278,012)	(\$20,278,012)	(\$20,278,012)	(\$20,278,012)
PREPAID + OTHER CURRENT	\$2,936,211	\$2,936,211	\$2,936,211	\$2,936,211
<b>TOTAL CURRENT ASSETS</b>	<b>\$88,025,926</b>	<b>\$95,896,486</b>	<b>\$93,377,982</b>	<b>\$87,536,791</b>
MACHINERY + EQUIPMENT	\$3,378,948	\$3,321,948	\$3,264,948	\$3,207,948
REAL ESTATE	\$8,976,334	\$8,976,334	\$8,976,334	\$8,976,334
<b>TOTAL OTHER ASSETS</b>	<b>\$103,381,098</b>	<b>\$103,474,868</b>	<b>\$103,368,638</b>	<b>\$103,262,408</b>
<b>TOTAL ASSETS</b>	<b>\$203,762,307</b>	<b>\$211,669,637</b>	<b>\$208,987,902</b>	<b>\$202,983,481</b>
<b>CURRENT LIABILITIES:</b>				
NOTES PAYABLE - BANK	\$45,252,295	\$48,080,843	\$44,857,510	\$39,183,781
CURRENT PORTION OF TERM DEBT	\$4,285,714	\$4,285,714	\$4,285,714	\$4,285,714
ACCOUNTS PAYABLE	\$20,726,453	\$22,826,453	\$21,356,453	\$21,026,453
ACCRUED EXPENSES	\$5,447,638	\$5,011,419	\$4,991,675	\$4,972,724
OTHER CURRENT LIABILITIES	\$276,007	\$276,007	\$276,007	\$1,250,012
<b>TOTAL CURRENT LIABILITIES</b>	<b>\$75,988,107</b>	<b>\$80,480,436</b>	<b>\$75,767,360</b>	<b>\$70,718,684</b>
<b>LONG TERM LIABILITIES</b>				
NOTES PAYABLE - TERM (A)	\$16,071,428	\$14,999,999	\$13,928,570	\$12,857,141
NOTES PAYABLE - TERM (B)	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000
DIVIDENDS PAYABLE	\$14,187,502	\$14,187,502	\$14,187,502	\$14,187,502
LONG TERM DEBT	\$5,862,101	\$5,862,101	\$5,862,101	\$5,862,101
OTHER L/T DEBT	\$4,434,769	\$4,434,769	\$4,434,769	\$4,434,769
<b>TOTAL LONG TERM DEBT</b>	<b>\$70,555,799</b>	<b>\$69,484,370</b>	<b>\$68,412,941</b>	<b>\$67,341,512</b>
<b>SHAREHOLDERS EQUITY:</b>				
CAPITAL STOCK	\$71,487,765	\$73,987,765	\$73,987,765	\$73,987,765
DIVIDENDS DECLARED	(\$14,187,502)	(\$14,187,502)	(\$14,187,502)	(\$14,187,502)
RETAINED EARNINGS	(\$81,863)	\$1,904,566	\$5,007,338	\$5,123,021
<b>TOTAL SHAREHOLDERS' EQUITY</b>	<b>\$57,218,400</b>	<b>\$61,704,829</b>	<b>\$64,807,601</b>	<b>\$64,923,284</b>
<b>TOTAL LIABILITIES &amp; SHAREHOLDERS EQUITY</b>	<b>\$203,762,307</b>	<b>\$211,669,636</b>	<b>\$208,987,902</b>	<b>\$202,983,481</b>

DRAFT FORM AND NOT INTENDED TO CONSTITUTE A REPRESENTATION.

**SIGMA INTERNATIONAL GROUP, INC**  
**CORE BUSINESS: 2009**

	July	Aug	Sept	Oct	Nov	Dec
NET A/R	\$31,534,760	\$33,478,476	\$32,869,468	\$33,736,684	\$30,568,510	\$26,550,667
INELLIGIBLES / RESERVES	\$6,306,952	\$6,695,695	\$6,573,894	\$6,747,337	\$6,877,915	\$6,637,667
AVAILABILITY (85%)	\$21,443,637	\$22,765,364	\$22,351,239	\$22,940,945	\$20,137,006	\$16,926,050
INVENTORY	\$76,231,765	\$72,465,098	\$71,248,431	\$68,848,431	\$68,848,431	\$72,558,431
INELLIGIBLES	\$3,075,293	\$2,962,293	\$2,925,793	\$2,853,793	\$2,853,793	\$2,785,093
AVAILABILITY	\$42,869,692	\$40,728,644	\$40,037,066	\$38,672,858	\$38,672,858	\$40,887,176
BORROWING CAPACITY	\$64,313,329	\$63,494,007	\$62,388,304	\$61,613,803	\$58,809,864	\$57,813,226
LOAN BALANCE	\$47,926,037	\$44,991,311	\$40,325,957	\$38,209,887	\$36,103,376	\$35,915,238
NET AVAILABILITY	\$16,387,293	\$18,502,696	\$22,062,347	\$23,403,916	\$22,706,488	\$21,897,988

DRAFT FORM AND NOT INTENDED TO CONSTITUTE A REPRESENTATION.

**SIGMA INTERNATIONAL GROUP, INC  
CORE BUSINESS: 2010**

	Mar	June	Sept	Dec
NET A/R	\$29,075,146	\$34,121,306	\$34,905,095	\$29,246,900
INELLIGIBLES / RESERVES	\$5,815,029	\$6,824,261	\$6,981,019	\$7,311,725
AVAILABILITY (85%)	\$19,771,099	\$23,202,488	\$23,735,464	\$18,644,899
INVENTORY	\$69,734,038	\$69,119,038	\$64,184,038	\$62,799,038
INELLIGIBLES	\$2,092,021	\$2,073,571	\$1,925,521	\$1,883,971
AVAILABILITY - 58.6% (Max @ \$ 50MM)	\$39,638,222	\$39,288,644	\$36,483,491	\$35,696,229
BORROWING CAPACITY	\$59,409,322	\$62,491,132	\$60,218,955	\$54,341,128
LOAN BALANCE	\$41,359,031	\$43,452,798	\$39,214,739	\$32,981,024
NET AVAILABILITY	\$18,050,290	\$19,038,334	\$21,004,217	\$21,360,104

**DRAFT FORM AND NOT INTENDED TO CONSTITUTE A REPRESENTATION.**

**SIGMA INTERNATIONAL GROUP, INC  
CORE BUSINESS + SBA'S: 2010**

	Mar	June	Sept	Dec
NET A/R	\$30,866,970	\$37,671,190	\$39,497,536	\$34,389,895
INELLIGIBLES / RESERVES	\$5,815,029	\$8,324,261	\$8,481,019	\$8,811,725
AVAILABILITY (85%)	\$21,294,150	\$24,944,890	\$26,364,040	\$21,741,445
INVENTORY	\$73,036,838	\$74,103,178	\$69,758,328	\$69,024,778
INELLIGIBLES	\$2,092,021	\$2,873,571	\$2,725,521	\$2,683,971
AVAILABILITY - 58.6%	\$41,573,663	\$41,740,550	\$39,281,225	\$38,875,713
BORROWING CAPACITY	\$62,867,813	\$66,685,440	\$65,645,265	\$60,617,158
LOAN BALANCE	\$45,252,295	\$48,080,843	\$44,857,510	\$39,183,781
NET AVAILABILITY	\$17,615,518	\$18,604,597	\$20,787,755	\$21,433,377

**DRAFT FORM AND NOT INTENDED TO CONSTITUTE A REPRESENTATION.**



**SIGMA INTERNATIONAL GROUP, INC**  
**CORE BUSINESS: 2009**

1. Maximum Leverage	12/31/08	03/31/09	06/30/09	09/30/09	12/31/09
EBITDA Recast	\$20,774,495	\$19,565,591	\$15,427,986	\$13,984,040	\$13,501,525
Total Bank Debt	\$111,532,602	\$117,408,576	\$98,560,987	\$92,013,212	\$87,179,462
Total Bank Debt / Recast EBITDA	5.37	6.00	6.39	6.58	6.46
<b>Maximum - PNC / ARES</b>	5.50	<b>6.50</b>	<b>6.50</b>	<b>6.00</b>	<b>5.75</b>
Compliance	Yes	Yes	Yes	No	No

2. Fixed Charge Coverage Ratio	12/31/08	03/31/09	06/30/09	09/30/09	12/31/09
EBITDA Recast	\$20,774,495	\$19,565,591	\$15,427,986	\$13,984,040	\$13,501,525
Deduct:					
Non Financed Capital Expenditures	\$1,237,939	\$1,237,939	\$417,201	\$135,004	\$5,537
Taxes	\$2,258,895	\$2,103,085	\$840,085	\$123,600	\$81,600
Dividends + Distributions					
<b>NUMERATOR</b>	<b>\$17,277,661</b>	<b>\$16,224,567</b>	<b>\$14,170,700</b>	<b>\$13,725,436</b>	<b>\$13,414,388</b>
Interest Paid	\$9,515,026	\$8,506,107	\$9,010,770	\$9,017,063	\$9,063,411
Principal Payments	\$4,665,170	\$3,519,170	\$3,139,159	\$2,067,731	\$1,419,332
Management Fee	\$248,000	\$200,000	\$272,000	\$200,000	\$200,000
<b>DENOMINATOR</b>	<b>\$14,428,196</b>	<b>\$12,225,277</b>	<b>\$12,421,929</b>	<b>\$11,284,794</b>	<b>\$10,682,743</b>
Fixed Charge Coverage Ratio	1.20	1.33	1.14	1.22	1.26
Minimum - PNC / ARES	1.05 / 1.00	1.10 / 1.05	1.10 / 1.05	1.10 / 1.05	1.10 / 1.05
Compliance	Yes	Yes	Yes	Yes	Yes

DRAFT FORM AND NOT INTENDED TO CONSTITUTE A REPRESENTATION.



## MEGAPLAN-09

**SIGMA INTERNATIONAL GROUP, INC  
CORE BUSINESS: 2010**

1. Maximum Leverage	03/31/10	06/30/10	09/30/10	12/31/10
EBITDA Recast	\$14,039,077	\$14,589,700	\$16,051,615	\$16,501,530
Total Bank Debt	\$91,551,827	\$92,574,165	\$87,264,676	\$79,959,533
Total Bank Debt / Recast EBITDA	6.52	6.35	5.44	4.85
<b>Maximum - PNC</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>
Compliance	No	No	No	No
<b>Maximum - ARES</b>	<b>4.65</b>	<b>4.50</b>	<b>4.25</b>	<b>4.25</b>
Compliance	No	No	No	No
<b>2. Fixed Charge Coverage Ratio</b>				
EBITDA Recast	\$14,039,077	\$14,589,700	\$16,051,615	\$16,501,530
Deduct:				
Non Financed Capital Expenditures	\$0	\$100,000	\$100,000	\$100,000
Taxes	\$1,504,450	\$1,934,450	\$2,434,450	\$2,934,450
Dividends + Distributions				
NUMERATOR	\$12,534,627	\$12,555,250	\$13,517,165	\$13,467,080
Interest Paid	\$9,801,373	\$9,221,467	\$9,025,222	\$8,780,879
Principal Payments	\$2,490,760	\$2,565,887	\$3,637,315	\$4,285,714
Management Fee	\$200,000	\$200,000	\$200,000	\$200,000
DENOMINATOR	\$12,492,133	\$11,987,354	\$12,862,537	\$13,266,593
Fixed Charge Coverage Ratio	1.00	1.05	1.05	1.02
Minimum - PNC / ARES	1.10 / 1.05	1.10 / 1.05	1.10 / 1.05	1.10 / 1.05
Compliance	No	No/Yes	No/Yes	No

**DRAFT FORM AND NOT INTENDED TO CONSTITUTE A REPRESENTATION.**



**SIGMA INTERNATIONAL GROUP, INC  
CORE BUSINESS + SBA'S: 2010**

<b>1. Maximum Leverage</b>	<b>03/31/10</b>	<b>06/30/10</b>	<b>09/30/10</b>	<b>12/31/10</b>
<b>EBITDA Recast</b>	\$14,397,877	\$15,652,840	\$18,187,905	\$19,756,520
<b>Total Bank Debt</b>	\$95,445,090	\$97,202,209	\$92,907,447	\$86,162,289
<b>Total Bank Debt / Recast EBITDA</b>	6.63	6.21	5.11	4.36
<b>Maximum - PNC</b>	4.00	4.00	4.00	4.00
<b>Compliance</b>	No	No	No	No
<b>Maximum - ARES</b>	4.65	4.50	4.25	4.25
<b>Compliance</b>	No	No	No	No
<b>2. Fixed Charge Coverage Ratio</b>				
<b>EBITDA Recast</b>	\$14,397,877	\$15,652,840	\$18,187,905	\$19,756,520
<b>Deduct:</b>				
<b>Non Financed Capital Expenditures</b>	\$0	\$100,000	\$100,000	\$100,000
<b>Taxes</b>	\$1,638,690	\$2,338,437	\$3,250,424	\$4,178,436
<b>Dividends + Distributions</b>				
<b>NUMERATOR</b>	\$12,759,187	\$13,214,403	\$14,837,481	\$15,478,084
<b>Interest Paid</b>	\$9,824,572	\$9,274,641	\$9,121,577	\$8,925,906
<b>Principal Payments</b>	\$2,490,760	\$2,565,887	\$3,637,315	\$4,285,714
<b>Management Fee</b>	\$200,000	\$200,000	\$200,000	\$200,000
<b>DENOMINATOR</b>	\$12,515,332	\$12,040,528	\$12,958,892	\$13,411,620
<b>Fixed Charge Coverage Ratio</b>	1.02	1.10	1.14	1.15
<b>Minimum - PNC / ARES</b>	1.10 / 1.05	1.10 / 1.05	1.10 / 1.05	1.10 / 1.05
<b>Compliance</b>	No	Yes	Yes	Yes

**DRAFT FORM AND NOT INTENDED TO CONSTITUTE A REPRESENTATION.**

**CX 1746**

**From:** Mike Walsh  
**Sent:** Tuesday, August 17, 2010 10:00:35 AM  
**To:** Ken Stephenson  
**Subject:** RE: Rats

yes. that was the plan. inventory was always the thing that held them back. Remember...if customers are buying from Star...we cannot sell them domestic any more.

---

**From:** Ken Stephenson  
**Sent:** Tue 8/17/2010 8:22 AM  
**To:** Mike Walsh  
**Subject:** Rats

Mike,

I have a quick update for you on rats. They are now delivering domestic fittings in the market. They we're seen delivering to WW in Farm. I have also been told by a custom south of NJ that they are selling domestic fittings at a .44. Have you heard any of this yet?

Rgds,  
Kenny

**CONFIDENTIAL EXHIBIT**  
**REDACTED IN ENTIRETY**

**CX 1748**

# CX 1800

**From:** Rick Tatman <Rick.Tatman@tylerunion.com>  
**Sent:** Monday, November 23, 2009 3:19 PM  
**To:** Leon G. McCullough <Leon.McCullough@clowvalve.com>; Thomas Walton <Thomas.Walton@mh-valve.com>  
**Subject:** Hajoca on hold

---

We have put all Hajoca orders on hold for domestic fittings and accessories.

Sigma has been advised to do the same per the terms of our MDA.

Jeff Otterstedt and Scott Frank have also been advised

*Richard S Tatman*

VP & GM - Tyler/Union  
(903) 882-2440  
[rick.tatman@tylerunion.com](mailto:rick.tatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)

---

**From:** Leon G. McCullough  
**Sent:** Monday, November 23, 2009 2:35 PM  
**To:** Rick Tatman; Thomas Walton  
**Cc:** Allan Boscacci  
**Subject:** Hajoca

Guys,

Discussed with Sean Kelly and he understands that we will discontinue selling Hajoca domestic fittings since they are supporting Star's domestic line. The Lansdale, Pa. branch does not report directly to Sean but he understands Lansdale will be also cut off on domestic. They had hoped to be able to buy Tyler/Union domestic at a higher price but I advised this was not an option.

I offered to keep an open door policy and that if they had issues with Star's domestic fittings capability that we would welcome the opportunity to review our offering to Hajoca.

Sean said he does have concerns about potential acquisitions and how we would treat them going forward. If they elect to acquire a strong distributor supporting Tyler/Union I asked that Sean contact me rather than not pursuing the purchase. I didn't know that anything would change but we should at least discuss any significant issues for a possible solution.

Leon

# CX 1801

**From:** MR1 (Mitchell Rona-CRM) <MR1@sigmaco.com>  
**Sent:** Tuesday, December 15, 2009 8:32 AM  
**To:** Rick Tatman <Rick.Tatman@tylerunion.com>  
**Subject:** RE: Hajoca

---

Rick,

Sigma confirms we are clear about Hajoca.

When further notice occurs please alert us.

Thanks,

Mitchell

**From:** Rick Tatman [mailto:Rick.Tatman@tylerunion.com]  
**Sent:** Monday, December 14, 2009 6:36 PM  
**To:** MR1 (Mitchell Rona-CRM)  
**Subject:** Hajoca  
**Importance:** High

Mitchell,

Per our prior conversation, Hajoca's Tuisa branch has elected to support another brand for some of their Domestic fitting needs.

After careful consideration, we have elected not to supply any of the Hajoca branches with our domestic product.

Per the terms of our MDA I need you to acknowledge that Sigma will also not supply any Hajoca branch with Domestic fittings or accessories until further notice.

*Richard S Tatman*

**VP & GM - Tyler/Union**  
(903) 882-2440  
[rick.tatman@tylerunion.com](mailto:rick.tatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)

# CX 1803

---

**From:** Rick Tatman  
**Sent:** Thursday, February 04, 2010 9:18 PM  
**To:** Pitts, Roy; Jerry Jansen  
**Subject:** Hajoca 2009 Tyler Utility Rebates

Roy,

Jerry is traveling so I'll response since I'm in the office.

Our records show Hajoca is due a 4Q rebate of \$3,563 on non Domestic fittings purchases along with an Annual rebate of \$3,092.

You are correct in that we held just the 4Q Domestic fitting rebate.

*Richard S Tatman*

VP & GM - Tyler/Union  
(903) 862-2440  
[rick.tatman@tylerunion.com](mailto:rick.tatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)

---

**From:** Pitts, Roy [<mailto:RPitts@hajoca.com>]  
**Sent:** Thursday, February 04, 2010 2:48 PM  
**To:** Jerry Jansen  
**Cc:** Rick Tatman  
**Subject:** 2009 Tyler Utility Rebates

Jerry – hope all is well. Would you please forward me a summary of the rebates we are owed for 2009. I'm aware that our decision to sell Star products in Tuisa resulted in us losing access to Tyler's domestic line, but it was also my understanding that we are due any rebates earned before the final decision was made. Would you please confirm this and let me know the amount of rebate we've earned and provide a summary of the purchases by Profit Center so we can be sure the amounts get correctly allocated.

Jerry – we will need this information the by next Monday as we would like to accrue for these amounts before we close our books for 2009. Please let me know how soon I can expect a response – and of course, call me with any questions.

Thanks!!

Roy Pitts  
Director - Vendor Relations  
Hajoca Corporation  
Ardmore, PA  
PA Phone 610-649-1430 ext. 275  
VA Phone 703-858-5637  
FAX 484-708-1321

---

Confidentiality Notice: Information in this message, including any attachments, is intended only for the personal and confidential use of the recipient(s) above named. The information contained in this message may be privileged and confidential, may constitute a trade secret, may be subject to the attorney-client privilege and may otherwise be protected from disclosure. If you are not the intended recipient of this message, or an agent responsible for delivering it to an intended recipient, you are hereby notified that you have received this message in error, and that any review, dissemination, disclosure, distribution, or copying of this message is strictly prohibited. If you received this message in error, please notify the sender immediately, delete this message and destroy any hard copy print-outs. We have taken precautions to minimize the risk of transmitting software viruses, but we advise you to carry your own virus checks on any attachment to this message. We cannot accept liability for any loss or damage caused by software viruses.

Confidential

McWane-018406

CX 1803-001

# CX 1851

**From:** GF1 (Greg Fox - ALX)  
**Sent:** Monday, June 16, 2008 07:46:56 AM  
gw1@sigmaco.com; LM1 (Linda Moen - ALX); GD1 (Greg Danais - ORL);  
'ks3@sigmaco.com'; jg2@sigmaco.com; GL2 (Gloria Lamborne-ALX); KR1 (Kim  
**To:** Robinson-ALX); RA1 (Russell Axon-ALX); DS1 (David Swindell-ALX); SM1 (Scott  
Marlow-ALX); JM2 (Jim Moeller); WM1 (Wilson Moore-ALX); 'KP3 (Kevin  
Pennington)'; RL1 (Ramey Leviner - RCK); RM4 (Richard Mabe-ALX); JF1 (Jeff  
Fox-ALX)  
**Cc:** Larry Rybacki  
**Subject:** Price Increase

To All -

As you know, we had expected to implement a price increase today (Monday, June 16th) on fittings and accessories.

This anticipated increase was planned to mirror Union/Tyler's increase effective this day as well. However, Union/Tyler, despite an earlier announcement of their intention, has not notified to the marketplace the timeframe or the specifics of their increase.

Therefore, we are forced to delay our increase until we ascertain the specifics of Union/Tyler's increase from the market. Our increase will match U/T's both in amount and implementation date.

All customers will have a reasonable amount of time to place pre-increase purchase orders prior to the effective date of the increase.

Greg

**CX 1852**

**From:** VP (Victor Pais-CRM)  
**Sent:** Wednesday, December 30, 2009 08:39:46 PM  
**To:** M11  
**Cc:** CS1 (Craig Schapiro-CRM); RK2 (Raju Kakani-CRM)  
**Subject:** VP to RM6 : Our price increase letters to the customers  
**Attachments:** PRICE INCREASE LETTER-123009-CHI.pdf; PRICE INCREASE LETTER-123009-ONT.pdf; PRICE INCREASE LETTER-123009-ALX.pdf; PRICE INCREASE LETTER-123009-HTN.pdf; PRICE INCREASE LETTER-123009-CRM.pdf

Attn : RM6

Please find our version of the Customer Letter to announce the price increase. As it's best to circulate the announcement at the respective Regional level, I chose to make 5 different variations of the same letter, with the appropriate contact info and with just the states/territories relevant to each region listed in the respective letter, even though the same pricing is applicable to all the 39 states for the import pricing (43 for the domestic).

To respect the timing of the year, I also used the opportunity to express our appreciation to the customers before mentioning the price increase. Also, I chose to include the increase for both the Import and Domestic fittings in the same letter, while Tyler sent 2 different letters.

Please review the letter ( I have attached all the 5 versions) and advise if any change is required. If not, please use the relevant letter to your region to advise all the customers in the appropriate territories listed at the top of the letter.

Please note that the pricing for 11 states (mostly in the Western/NW and PA) as listed in my earlier message was already higher than the previous 0.25 (and even the new 0.27) and as such, is likely expected to remain the same. This needs to be verified. Also, we understand the pricing for the Domestic Fittings has been now rendered same for all 50 states, to remove the small difference that existed for the few states thus far.

CS1--> Please also post these letters on to our website.

*Victor Pais*  
**SIGMA Corp**  
609-758-0800 x 555  
609-529-2020 (cell)  
[vp@sigmaco.com](mailto:vp@sigmaco.com)

SIGTP00052830  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1852-001

21699 Torrence  
Sauk Village, IL-60411.



CORPORATION

TEL: 888-999-0420  
FAX: 708-758-6790  
internet: [www.sigmaco.com](http://www.sigmaco.com)  
Email: [CHI-SALES@sigmaco.com](mailto:CHI-SALES@sigmaco.com)

December 30, 2009

Attention: **SIGMA Customers in the Midwestern region of:**

1. OH 2. IN 3. IL 4. MI 5. WI 6. MN  
7. SD 8. ND 9. WV 10. KY

Re: Price Increase effective January 22, 2010.

Dear Customer,

At the outset, as we close another year, we wish to thank each person in your organization for your trust, support and business for SIGMA. We value all of them, especially during this challenging year, as our industry experienced a dramatic downturn, along with much of the US economy.

At SIGMA, we managed to weather the storm with a great sense of poise and teamwork, trusting in our diverse capabilities and resources and your continued loyal support. Thanks to the many meaningful and measured actions we took to respond to the challenges, we are in even a better position to service you in 2010 and beyond!

We take this opportunity to announce a modest price increase in our multipliers off the existing price list for our range of AWWA Ductile Iron Fittings and Accessories, effective January 22, 2010, as follows: *(All multiplier pricing is off SIGMA Price List effective May 12, 2009.)*

1. **NON-DOMESTIC:**

- |  |   |      |
|--|---|------|
| 1. All AWWA Fittings in C153/C110 (3 to 48") | : | 0.27 |
| 2. All Accessories (3 to 48")                | : | 0.27 |

2. **DOMESTIC:** *(As per our Master Distribution Agreement)*

- |   |   |      |
|---|---|------|
| 1. All AWWA Fittings in C153/C110 (3 to 12")  | : | 0.46 |
| 2. All AWWA Fittings in C153/C110 (14 to 24") | : | 0.58 |
| 3. All AWWA Fittings in C153/C110 (30 to 48") | : | 0.70 |
| 4. All Accessories (3" to 24")                | : | 0.46 |

The new pricing will apply to orders received after the effective date of January 22, 2010. All annual municipal bid contracts will be honored per terms of each such contract.

Please contact your SIGMA Sales representative for further queries and clarifications.

We once again thank you for your business and relationship and wish you a healthy and profitable New Year.

Best Regards,

 **Larry Rybacki**

SIGTP00052831  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1852-002

316 So. Bon View  
Ontario, CA-91761.



TEL: 800-688-6230  
FAX: 909-391-2033  
internet: [www.sigmaco.com](http://www.sigmaco.com)  
Email: [ONT@sigmaco.com](mailto:ONT@sigmaco.com)

December 30, 2009

Attention: SIGMA Customers in the Western region of :  
1. CO 2. WY

Re: Price Increase effective January 22, 2010.

Dear Customer,

At the outset, as we close another year, we wish to thank each person in your organization for your trust, support and business for SIGMA. We value all of them, especially during this challenging year, as our industry experienced a dramatic downturn, along with much of the US economy.

At SIGMA, we managed to weather the storm with a great sense of poise and teamwork, trusting in our diverse capabilities and resources and your continued loyal support. Thanks to the many meaningful and measured actions we took to respond to the challenges, we are in even a better position to service you in 2010 and beyond!

We take this opportunity to announce a modest price increase in our multipliers off the existing price list for our range of AWWA Ductile Iron Fittings and Accessories, effective January 22, 2010, as follows: *(All multiplier pricing is off SIGMA Price List effective May 12, 2009.)*

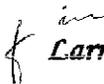
1. **NON-DOMESTIC:**
  1. All AWWA Fittings in C153/C110 (3 to 48") : 0.27
  2. All Accessories (3 to 48") : 0.27
2. **DOMESTIC:** *(As per our Master Distribution Agreement)*
  1. All AWWA Fittings in C153/C110 (3 to 12") : 0.46
  2. All AWWA Fittings in C153/C110 (14 to 24") : 0.58
  3. All AWWA Fittings in C153/C110 (30 to 48") : 0.70
  4. All Accessories (3" to 24") : 0.46

The new pricing will apply to orders received after the effective date of January 22, 2010. All annual municipal bid contracts will be honored per terms of each such contract.

Please contact your SIGMA Sales representative for further queries and clarifications.

We once again thank you for your business and relationship and wish you a healthy and profitable New Year.

Best Regards,

 **Larry Rybacki**

SIGTP00052832  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1852-003

Highway 22 West  
Alexander City, AL-35010



TEL: 256-234-2514  
FAX: 256-234-4933  
Internet: [www.sigmaco.com](http://www.sigmaco.com)  
Email: [RPS-SALES@sigmaco.com](mailto:RPS-SALES@sigmaco.com)

December 30, 2009

Attention: **SIGMA Customers in the Southeastern region of :**  
1. NC 2. SC 3. GA 4. AL 5. FL 6. MS 7. TN

Re: Price Increase effective January 22, 2010.

Dear Customer,

At the outset, as we close another year, we wish to thank each person in your organization for your trust, support and business for SIGMA. We value all of them, especially during this challenging year, as our industry experienced a dramatic downturn, along with much of the US economy.

At SIGMA, we managed to weather the storm with a great sense of poise and teamwork, trusting in our diverse capabilities and resources and your continued loyal support. Thanks to the many meaningful and measured actions we took to respond to the challenges, we are in even a better position to service you in 2010 and beyond!

We take this opportunity to announce a modest price increase in our multipliers off the existing price list for our range of AWWA Ductile Iron Fittings and Accessories, effective January 22, 2010, as follows: *(All multiplier pricing is off SIGMA Price List effective May 12, 2009.)*

1. **NON-DOMESTIC:**
  1. All AWWA Fittings in C153/C110 (3 to 48") : 0.27
  2. All Accessories (3 to 48") : 0.27
2. **DOMESTIC:** *(As per our Master Distribution Agreement)*
  1. All AWWA Fittings in C153/C110 (3 to 12") : 0.46
  2. All AWWA Fittings in C153/C110 (14 to 24") : 0.58
  3. All AWWA Fittings in C153/C110 (30 to 48") : 0.70
  4. All Accessories (3" to 24") : 0.46

The new pricing will apply to orders received after the effective date of January 22, 2010. All annual municipal bid contracts will be honored per terms of each such contract.

Please contact your SIGMA Sales representative for further queries and clarifications.

We once again thank you for your business and relationship and wish you a healthy and profitable New Year.

Best Regards,

Larry Rybacki

SIGTP00052833  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1852-004

5000 Askins  
Houston, TX-77093.



TEL: 800-999-0109  
FAX: 281-987-0200  
Internet: [www.sigmaco.com](http://www.sigmaco.com)  
Email: [HTN@sigmaco.com](mailto:HTN@sigmaco.com)

December 30, 2009

Attention: **SIGMA Customers in the Southwestern region of:**

1. IA 2. MO 3. AR 4. LA 5. TX 6. OK  
7. KS 8. NE 9. NM 10. PR (Puerto Rico)

1

Rc: Price Increase effective January 22, 2010.

Dear Customer,

At the outset, as we close another year, we wish to thank each person in your organization for your trust, support and business for SIGMA. We value all of them, especially during this challenging year, as our industry experienced a dramatic downturn, along with much of the US economy.

At SIGMA, we managed to weather the storm with a great sense of poise and teamwork, trusting in our diverse capabilities and resources and your continued loyal support. Thanks to the many meaningful and measured actions we took to respond to the challenges, we are in even a better position to service you in 2010 and beyond!

We take this opportunity to announce a modest price increase in our multipliers off the existing price list for our range of AWWA Ductile Iron Fittings and Accessories, effective January 22, 2010, as follows: *(All multiplier pricing is off SIGMA Price List effective May 12, 2009.)*

1. **NON-DOMESTIC:**

- |  |   |      |
|--|---|------|
| 1. All AWWA Fittings in C153/C110 (3 to 48") | : | 0.27 |
| 2. All Accessories (3 to 48")                | : | 0.27 |

2. **DOMESTIC:** *(As per our Master Distribution Agreement)*

- |   |   |      |
|---|---|------|
| 1. All AWWA Fittings in C153/C110 (3 to 12")  | : | 0.46 |
| 2. All AWWA Fittings in C153/C110 (14 to 24") | : | 0.58 |
| 3. All AWWA Fittings in C153/C110 (30 to 48") | : | 0.70 |
| 4. All Accessories (3" to 24")                | : | 0.46 |

The new pricing will apply to orders received after the effective date of January 22, 2010. All annual municipal bid contracts will be honored per terms of each such contract.

Please contact your SIGMA Sales representative for further queries and clarifications.

We once again thank you for your business and relationship and wish you a healthy and profitable New Year.

Best Regards,

 **Larry Rybacki**

SIGTP00052834  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1852-005

P.O. Box 300  
700 Goldman Dr.  
Cream Ridge, NJ 08514.



CORPORATION

TEL: (609) 758-0800  
FAX: (609) 758-1158  
Internet: [www.sigmaco.com](http://www.sigmaco.com)  
Email: [CRM-SALES@sigmaco.com](mailto:CRM-SALES@sigmaco.com)

December 30, 2009

Attention: **SIGMA Customers in the Northeastern region of:**  
1. ME 2. VT 3. NJ 4. MA 5. RI 6. CT  
7. NY 8. NJ 9. DE 10. MD 11. VA

Re: Price Increase effective January 22, 2010.

Dear Customer,

At the outset, as we close another year, we wish to thank each person in your organization for your trust, support and business for SIGMA. We value all of them, especially during this challenging year, as our industry experienced a dramatic downturn, along with much of the US economy.

At SIGMA, we managed to weather the storm with a great sense of poise and teamwork, trusting in our diverse capabilities and resources and your continued loyal support. Thanks to the many meaningful and measured actions we took to respond to the challenges, we are in even a better position to service you in 2010 and beyond!

We take this opportunity to announce a modest price increase in our multipliers off the existing price list for our range of AWWA Ductile Iron Fittings and Accessories, effective January 22, 2010, as follows: *(All multiplier pricing is off SIGMA Price List effective May 12, 2009.)*

1. **NON-DOMESTIC:**

- |  |   |      |
|--|---|------|
| 1. All AWWA Fittings in C153/C110 (3 to 48") | : | 0.27 |
| 2. All Accessories (3 to 48")                | : | 0.27 |

2. **DOMESTIC:** *(As per our Master Distribution Agreement)*

- |   |   |      |
|---|---|------|
| 1. All AWWA Fittings in C153/C110 (3 to 12")  | : | 0.46 |
| 2. All AWWA Fittings in C153/C110 (14 to 24") | : | 0.58 |
| 3. All AWWA Fittings in C153/C110 (30 to 48") | : | 0.70 |
| 4. All Accessories (3" to 24")                | : | 0.46 |

The new pricing will apply to orders received after the effective date of January 22, 2010. All annual municipal bid contracts will be honored per terms of each such contract.

Please contact your SIGMA Sales representative for further queries and clarifications.

We once again thank you for your business and relationship and wish you a healthy and profitable New Year.

Best Regards,

*Larry Rybacki*

SIGTP00052835  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 1852-006

**CX 1853**

**From:** VP (Victor Pais-CRM)  
**Sent:** Tuesday, February 16, 2010 08:52:45 AM  
**To:** M20  
**Cc:** JS1 (Jim Stohr-HTN); SM1 (Scott Marlow-ALX); KC1 (Kane Connor - CHI); JW1 (Joel Wilmsmeyer-ONT)  
**Subject:** VP to AR : McWane

Al,

I am aware of the various -- yours and others -- concerns about Tyler's deliveries. At a general level, this seems to be a industry wide (and even global) trend, whereby after an aggressive cutbacks of Inventories, customers and market are caught flat-footed with very low availability and finding the shrunken capacity somewhat inelastic!

At 'normal' times, these concerns could have been taken care of thru a simple call to the right level. But, as we all know, now is not the 'normal' time and we need to exercise certain restraint and patience with our follow up.

My suggestion was to compile our specific concerns and have MR write to RT @ Tyler in the capacity of an orderly follow up of our open orders. Also, since most of the production related problems/issues are dealt with by just Union foundry, my suggestion was for SB2 or TB2 to approach Tom Walton, again in an operational capacity to address the specific issues.

Most of all, we need to know if the delays are due to their bottleneck with cleaning their once huge stocks lying at both Tyler, TX and Anniston, AL which are said to be old and need substantial clean up (confirmed to me to be an issue by Leon McCullough himself) OR is it due to increased demand spiking the need for higher production but affected by the lowered capacity?

*SB1--> Please advise if we can move forward along this POA? If so, I can draft a letter and have MR send it out to RT.*

Regards,

*Victor Pais*  
**SIGMA Corp**  
609-758-0800 x 555  
609-529-2020 (cell)  
[vp@sigmaco.com](mailto:vp@sigmaco.com)

---

**From:** AR1 (Al Richardson-HTN)  
**Sent:** Tuesday, February 16, 2010 7:47 AM  
**To:** VP (Victor Pais-CRM)  
**Cc:** M20; JS1 (Jim Stohr-HTN)  
**Subject:** McWane  
**Importance:** High

Hi Victor,

Can we get an update on the McWane situation on delivery? We placed a lot of orders in Jan to beat the price increase but at this time have recd very little of the orders. We are in need of this material.

Also - You should have seen my message regarding Neenah and the possibility of buy VB's from them. Neenah is telling me that Rick Tapman and McWane felt it was a conflict. I thought you had mentioned that McWane was not concerned about it. But it seems that they are due to them telling Neenah it is a conflict. As you know all of our warehouses are in need of these VB's and we could move so boxes for them. Your thoughts?

Thanks

Al Richardson

SW Regional Manager

Houston, TX

281-987-1200

800-999-0109

281-987-0200 Fax

# CX 1984

**From:** SB1 (Siddharth Bhattacharji-CRM)  
**Sent:** Monday, June 15, 2009 06:41:17 PM  
**To:** 'James P. Smith'; Bill Newman; 'Kit Lunney'  
**Cc:** VP (Victor Pais-CRM); LR (Larry Rybacki); TB2 (Tom Brakefield-ALX); MR1 (Mitchell Rona-CRM); GR1 (Gopi Ramanathan-CRM)  
**Subject:** siddharth to jim+BA team: update from san diego convention

ATT: SDA            cc: BA Team            6/15/09

We had a meeting with a select group of distributors from CA, NH/ME, WV, CO, to talk about the BA. While each had a different opinion on how much of their current bids were ARRA - a fact that showed how government money is being spent, all were convinced that they see a growth in customers demanding a domestic product because of the law , but more important, the sentiment was in favor of buying domestic. The talking points from Kit were well received.

Many distributors were uncertain if the recipients will make the effort to file for waivers or simply take the easy road of buying domestic. We need to check "who is the recipient" – since one opinion is that the recipient is the owner of the project being financed with ARRA/SRF money, but another opinion is that the recipient is the successful contractor who will ultimately receive money from the EPA. Please clarify what EPA means by a recipient.

There was a lot of discussion on what will be covered by the 5% waiver. The news that EPA will bring out a clarification that ftgs will be specifically excluded from the incidental items was met with a lot of sorrow since the distributors had felt that the 5% waiver would allow them to sell the imported fittings. We need to decide if we shd put in our comments to EPA that ftgs should be included in the 5% waiver.

The distributors are very worried with the BA and how badly it is being implemented by EPA. They want to help in any way to explain to EPA the supply situation in the market and the need to open it up for imported fittings. We explained the waiver process and they are willing to work with the recipients to ask questions from EPA. But we have to clarify who is a "recipient".

We spoke with Peter Prescott who is willing to use his good offices with Susan Collins to set up an appointment. We can do so if it will help in strengthening the resolve in the Senate not to allow the BA rules in the new Trust Fund that is going into conference committee. Can you provide guidance on what to propose to Sen. Collins and how useful she can be in the process? Also who are the members in the conf committee?

Please also advise if we need to restart reaching out to Sen. Menendez?

Rgds/

Siddharth Bhattacharji  
SIGMA Corporation  
700 Goldman Drive  
Cream Ridge, NJ 08550

SIG - 0001573  
Confidential  
FOIA Exempt

CX 1984-001

Ph: 609-758-0800 Fax: 609-758-1163 E Mail: sb1@sigmaco.com

SIG - 0001574  
Confidential  
FOIA Exempt

CX 1984-002

# CX 1991

**From:** SB1 (Siddharth Bhattacharji-CRM)  
**Sent:** Friday, February 06, 2009 03:59:49 PM  
**To:** VP (Victor Pais-CRM)  
**Subject:** sb1 to vp: my edits on the white paper  
**Attachments:** ARRA-BA-WHITE PAPER-020609 - sb1.doc

Siddharth Bhattacharji  
**SIGMA Corporation**  
700 Goldman Drive  
Cream Ridge, NJ 08550

Ph: 609-758-0800 Fax: 609-758-1163 E Mail: sb1@sigmaco.com

SIG - 0007134  
Confidential  
FOIA Exempt

CX 1991-001

## A WHITE PAPER

### Concerns for PUBLIC INTEREST with BA (Buy American) provision in the HR1/SR1 Bills and proposed modification

- While we are supportive of the Buy American Act of 1933 which has been very effective for the last 75 years, the current version of BA as proposed in the ARRA has some excessive aspects that will lead to unintended distortions.
- The problem with this version is that it is overbroad in its reach and makes no accommodation for existing market conditions and may be misused to push prices beyond reasonable increases.
- Over the last 30 years, the production of thousands of manufactured products has gone through significant re-structuring to include overseas production of component or finished product in response to evolving economical and environmental factors. The sweeping BA provisions of the current Bill, is an attempt to reverse a trend of 30 years in an abrupt, destructive and expensive fashion in the name of quick and urgent action.
- The largest concern out of the broad BA provision is the creation of an anti competitive and harmful situation when a single producer and its affiliates ends up controlling all supply to the entire market.

Unlike steel products which are mostly fungible, the monopolistic situation is expected to be common in manufactured goods where product differentiation and features can create niche markets dominated by one domestic supplier.

- We also share the widely felt concern about the excessive cost differential provided for domestic products through the '25% premium' on the cost of the entire project. This can create several instances of price escalation and manipulation for individual manufactured goods with excessive premiums as high as 50% to 80%, as the 25% cover applies over the entire project cost and such premiums can be commanded by sole suppliers created by this Act..
- So, we respectfully propose 2 meaningful modifications entirely driven by the issue of public interest :
  1. To seek an exemption from the BA provision, when it leaves a single domestic manufacturer *and its affiliates as a sole supplier; and*
  2. Limit the cost differential for domestic products to 10% over the cost of an imported product instead of masking the actual cost differential within the much larger total project cost.

# CX 1993

**From:** SB1 (Siddharth Bhattacharji-CRM)  
**Sent:** Monday, June 08, 2009 04:48:57 PM  
**To:** SB1 (Siddharth Bhattacharji-CRM); SB2 (Stuart Box - CRM); VP (Victor Pais-CRM); OEM5  
**Cc:** GR1 (Gopi Ramanathan-CRM); CS1 (Craig Schapiro-CRM)  
**Subject:** sb1 to sb2: REVISED - TWO GDMB2445 go to San Diego!

ATT: SB2 + SG1 6/8/09

VP liked the finish so much, he wants us to display both the fgs. One will be painted/lined/coated per earlier email and the second will be displayed bare.

Rgds/

Siddharth

---

**From:** SB1 (Siddharth Bhattacharji-CRM)  
**Sent:** Monday, June 08, 2009 4:46 PM  
**To:** SB2 (Stuart Box - CRM); VP (Victor Pais-CRM); OEM5  
**Cc:** GR1 (Gopi Ramanathan-CRM); CS1 (Craig Schapiro-CRM)  
**Subject:** sb1 to sb2: GDMB2445 goes to San Diego!

ATT: SB2 6/8/09

The fitting looks GREAT!

Please cement line, tar coat inside and give it a nice black enamel coat outside. I am copying this to SG1 to coordinate its delivery and installation as a show sample.

Rgds/

Siddharth

---

**From:** SB2 (Stuart Box - CRM)  
**Sent:** Monday, June 08, 2009 4:35 PM  
**To:** SB1 (Siddharth Bhattacharji-CRM); VP (Victor Pais-CRM); OEM5  
**Cc:** GR1 (Gopi Ramanathan-CRM)  
**Subject:** RE: Sb1 to OEM5: QRR-McWane's Agreement and SDP

Attn: SB1,

I am at m26 in ALX today. The fittings arrived this morning and look very good. I have a few pictures attached. I suggest we coat with black enamel and do not cement line. Or I can process like a normal fitting C/L tar in and out. Or I can C/L tar in and black enamel out. The fittings can be ready Wednesday for shipment to AWWA if you let me know how you want is it painted by tomorrow

midday. I will be back at M26 tomorrow so I can supervise the final processing of the fitting.

Stuart

---

**From:** SB1 (Siddharth Bhattacharji-CRM)  
**Sent:** Monday, June 08, 2009 4:18 PM  
**To:** SB2 (Stuart Box - CRM); VP (Victor Pais-CRM); OEM5  
**Cc:** GR1 (Gopi Ramanathan-CRM)  
**Subject:** RE: Sb1 to OEM5: QRR-McWane's Agreement and SDP

ATT: SB2            6/8/09

Pl keep me updated on the GDMB2445.

Rgds/

Siddharth

---

**From:** SB2 (Stuart Box - CRM)  
**Sent:** Sunday, June 07, 2009 10:31 PM  
**To:** SB1 (Siddharth Bhattacharji-CRM); VP (Victor Pais-CRM); OEM5  
**Cc:** GR1 (Gopi Ramanathan-CRM)  
**Subject:** RE: Sb1 to OEM5: QRR-McWane's Agreement and SDP

Let's roll !!

BTW the (2) GDMB2445's are cast, drilled, and on their way to ALX for cement lining and coating. They will be ready by Wed and can be shipped to the AWWA show if we have the go ahead. Please let me know. I will send some pictures of the markings once they arrive in ALX and advise if the MJ bells are in tolerance.

Thanks,

Stuart

---

**From:** Siddharth Bhattacharji [mailto:SB1@sigmaco.com]  
**Sent:** Friday, June 05, 2009 11:14 PM  
**To:** VP (Victor Pais-CRM); OEM5  
**Cc:** GR1 (Gopi Ramanathan-CRM); SB2 (Stuart Box - CRM)  
**Subject:** Sb1 to OEM5: QRR-McWane's Agreement and SDP

I am glad the uncertainty is over and we can hit the untravelled road - once again!

Rgds

Regards  
Siddharth Bhattacharji

---

**From:** "VP (Victor Pais-CRM)"  
**Date:** Fri, 5 Jun 2009 17:28:13 -0400  
**To:** OEM5<OEM5@sigmaco.com>  
**Subject:** VP to OEM5 : McWane's Agreement to Sell Sigma Domestic Product  
**Attn :**'SDP' team

The attached is McWane's offer to sell us BA product. It's little more than a patronizing accommodation, to facilitate us access to the BA product, at best. But, it doesn't allow any GM if we are to sell at the same price as their Multipliers for the BA.

Given the rising use of the BA spec for the ARRA, SRF and WTF ( Water Trust fund) etc, it's time we seriously went ahead with our SDP plans. I can definitely try to increase the GMs -- but, it won't be any more than 10% at best. Unfortunately, these decisions seem to have been left to Rick Tatman, who is highly clinical, GE-style and sees NO strategic value in a closer relationship with SIGMA.

Let's re-group and get serious to develop a thorough and detailed "SDP" plan -- production choices, processes, machining/processing, range, time line etc...

Regards,

*Victor Pais*  
**SIGMA Corp**  
609-758-0800 x 555  
609-529-2020 (cell)  
vp@sigmaco.com

---

**From:** Rick Tatman [mailto:rtatman@tylerunion.com]  
**Sent:** Friday, June 05, 2009 12:44 PM  
**To:** MR1 (Mitchell Rona-CRM)  
**Subject:** Agreement to Sell Sigma Domestic Product

Mitchell,

Hopefully you arrived safe and sound without too much of jet lag

As I assume you are still staying somewhat connected to work, attached is a letter regarding a broader agreement to sell Sigma Domestic product beyond the prior ACIPCO arrangement.

SIG - 0014883  
Confidential  
FOIA Exempt

CX 1993-003

We'll talk when you get back.

*Richard (Rick) Tatman*

VP&GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-2440  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)

SIG - 0014884  
Confidential  
FOIA Exempt

CX 1993-004

# CX 1996

**From:** SB1 (Siddharth Bhattacharji-CRM)  
**Sent:** Wednesday, February 11, 2009 04:24:45 PM  
**To:** 'jims@sda-inc.com'  
**Cc:** VP (Victor Pais-CRM); TB2 (Tom Brakefeild-ALX); LR (Larry Rybacki)  
**Subject:** siddharth to jim: monitoring the proposed changes to laws at state level

Jim 2/11/09

We need to prepare for the unwelcome fall out from the BA laws that our competition will mount a campaign in some states to adopt the same provisions in the new BA preferences in the ARRP. Can you advise if there are services that monitor the legislative calendars and activities in all 50 states to give us a head's up about any changes to their state procurement procedures or policies?

I knew of one company called Multi-States but we never did anything with them. Any suggestions from you will be welcome.

Rgds/

Siddharth Bhattacharji  
**SIGMA Corporation**  
700 Goldman Drive  
Cream Ridge, NJ 08550

Ph: 609-758-0800 Fax: 609-758-1163 E Mail: sb1@sigmaco.com

SIG - 0015677  
Confidential  
FOIA Exempt

CX 1996-001

**CONFIDENTIAL EXHIBIT**  
**REDACTED IN ENTIRETY**

**CX 1997**

# CX 2068

**Jennifer McDaniel**

---

**From:** G. Ruffner Page, Jr.  
**Sent:** Wednesday, June 18, 2008 9:09 AM  
**To:** 'McCullough, Leon (McWane Executive Vice President)'  
**Subject:** RE: Initial DIFRA Output reports

This just reflects the lack of support and feedback we got from distribution as they wanted us to hold high price levels and buy under neath us. They are just as guilty as competition of stealing market share.

---

**From:** McCullough, Leon (McWane Executive Vice President) [mailto:lmccullough@clowvalve.com]  
**Sent:** Wednesday, June 18, 2008 9:03 AM  
**To:** G. Ruffner Page, Jr.  
**Subject:** FW: Initial DIFRA Output reports

Ruffner,

The share numbers are pretty dismal and significantly less than I would have thought. My perception was that we would be closer to 50%, trying to reach for 60%, while in reality we have to get to 50% and determine what it will take to reach 60%. Internally 60% is the long range objective.

We are announcing a weighted average 8% price increase today with an effective date of July 14, 2008. Sigma & Star were seeking an increase in the 25% range which we will not support as they continue to take share with special pricing on both the backside and the front side of projects.

My gut feel is that we will be seeing increased cost pressures from China that will impact Sigma/Star more than us and that we will continue to support modest price increases while they ask for substantial increases. I believe that until they feel prolonged profit margin pressures they will continue their historical practice of undisciplined market pricing. Until we see at least minor market share improvement I am in favor of no price increase support in the utility fittings market. Even if we see minor improvement in the next months I believe any price increase support from Tyler/Union will be minimal.

These are just a few quick thoughts after reviewing the market share data and may change as we discuss among the group.

Leon

---

**From:** Rick Tatman [mailto:rtatman@tylerunion.com]  
**Sent:** Tuesday, June 17, 2008 3:20 PM  
**To:** McCullough, Leon (McWane Executive Vice President); Walton, Thomas (McWane Sr. Vice President); 'Jerry Jansen'  
**Subject:** Initial DIFRA Output reports

Attached is the DIFRA report along with a simple summary and comparison file I threw together in Excel for your reference.

Initial observations:

1. 2006 baseline total DIFRA tonnage tracks very well with what we would have expected based upon walking the 2001 market data from the 421 hearings forward using the change in VMA units
2. Our share loss for 2007 and Apr YTD 2008 is actually larger than what I expected. Note the DIFRA tonnage is not down as much over those period as the VMA unit data
3. The "backed into" non DIFRA tonnage appears to be on the lower end of what we would have expected
4. All points above suggest that data is accurate within reason which was probably the resistance to sending it out before we announced any price.
5. The larger than expected share loss will make the task of getting it back more difficult, but of course will make victory all the more sweeter in terms of the incremental financial benefits.

*Richard (Rick) Tatman*

VP&GM Tyler/Union  
 McWane Waterworks Fittings Division  
 (903) 882-2440

# CX 2118

**From:** VP (Victor Pais - CRM)  
**Sent:** Monday, October 22, 2007 04:28:22 PM  
**To:** A1-Mr. Yin Baohai (yinchina@public.bta.net.cn); A1--Mr. Yin Zhenhao (chinayin@public.bta.net.cn)  
**Cc:** liuguang; SB1 (Siddharth Bhattacharji-CRM); MR1 (Mitchell Rona-CRM); 'WLM (Limei Wang-CRM)'  
**Subject:** VP to Mr Yin : An update about the corporate changes at McWane...

**Σ SIGMA**

***Your Fitting Choice...***

October 19, 2007

To: A1

Dear Mr. Yin,

***Re : Corporate Changes in McWane Company***

Thank you for your best wishes after our announcement closing the transaction that I had talked to you about earlier in the year. We look forward to continue our steady growth and as our 'first ever' partner we look forward to getting even closer to you.

This is an update about McWane that I have been planning to send you for the last several weeks. It's likely that you may have heard some or all of this update as you also have your own direct contacts with McWane – but, I would like to brief you since I heard about them directly from the president of McWane.

Last month, I had a long meeting with Mr. Ruffner Page (RP), President of the entire McWane Inc. During this meeting, I was surprised to hear from him directly, several major changes that he has initiated to respond to the weak market conditions. Of course, at this point, these changes are publicly known in the AWWA industry but you may not have heard about all the changes and their reasons for them :

1. David Green (DG) was relieved of all responsibilities as Executive Vice President of McWane Co and President of the "Tyler" Group in charge of the 'SPUD (Soil Pipe and Utility Products Division) business unit. -- which included all DIWF Fittings and Soil Pipe and related products. McWane is known to make quick decisions, with very little notice to the employees and the public as they believe in efficiency and do not let any indecisiveness hurt their business. So, DG was first told of these changes by RP only on August 3, 07! Within a couple of weeks, he was completely relieved of all his responsibilities for the Tyler/SPUD unit. The sales of this SPUD unit was close to \$400 M.

Initially, McWane tried to find an alternative position for DG within the McWane organization. But after about a month, they could not fit him in any position and he is now completely out of McWane Co entirely. I have talked to DG a few weeks back as we have continued to be close friends and have mutual respect. Though DG had somewhat of a firm and unfriendly nature, I was one of the few who had managed to get along with him as we were able to understand each other and find ways to gain the mutual trust. He was surprisingly calm about RP's sudden decision and did not seem upset about the change though he seemed disappointed that he could not be more effective in his responsibilities, to please McWane.

SIGTP00001083  
 CONFIDENTIAL-FTC Docket No. 9351  
 FOIA Exempt/Protected by Court Order

CX 2118-001

2. RP explained that the change was not due to the personal performance of DG alone, but due to the need for a major restructuring of the McWane organization, to be more efficient and manage their overall capacity more effectively.

As you may know, McWane has several operating units, such as DIP (about \$350 M with 4 plants), V & H (Valve & Hydrants -- about \$300 M with 5 or 6 plants), the SPUD (about \$400M with DIWF's 3 units and Soil Pipe with 3-4 plants) and a couple of other units outside the AWWA. Each business unit is headed by a Group President. The SPUD unit that was managed by DG had an unusual mix – it had an AWWA range (DIWF) and a Plumbing product range (Soil Pipe and Fittings). They are both different businesses in different industries, with different customer base with only a few common customers.

The primary reasons DG was given charge of the entire 'SPUD' unit, was his ability to turn around any inefficient and unprofitable manufacturing operations and he was given the challenge to improve the Tyler foundry, which had major problems related to environment, workers safety, productivity etc. in the 2002-03 period. The Tyler foundry had 2 workshops – North plant producing the Soil Pipe and Fittings and was very profitable due to low costs, relatively minimal competition and hence high prices. The South plant produces DIWF Fittings only, which had a problem due to their higher costs and lower market prices. But DG did a very good job to streamline the production and bringing the cost down in both units and for a while was a very successful Group President within McWane!

However, during the last 2 years his performance declined, largely because of the market and competitive factors. In the DIWF, largely due to Star's low pricing and DG's decision to respond aggressively with equally low pricing as the import pricing, Tyler's profits and volume went down. In the soil pipe too, there are 2 or 3 new import suppliers including Star and DG/Tyler again responded with low prices to make sure that import suppliers do not grow. In addition, DG's aloof and somewhat technical nature did not give him good market insights and all in all, McWane felt that the entire SPUD division may have been too much responsibility for DG trying to balance different industries and several plants.

3. So, now RP decided to separate the Water Works part of the SPUD – the DIWF and combine it with the V & H business unit, which of course is sold to the same customers as DIWF as a part of AWWA package. In addition, the V & H President has been very successful with customer and industry relationships and the V & H business is very profitable and so RP found more confidence in combining DIWF with the V & H.

On the other hand, Tyler's Soil Pipe business along with the North plant of Tyler and the Soil Pipe plants McWane owns in Canada, under the Bibby name, have been merged to create a separate soil pipe/plumbing products division along with AB & I, another Soil Pipe company McWane bought recently. AB & I has a Soil Pipe plant in California and is known for its low costs.

4. Another reason RP explained this restructuring was required was to share the foundry capacity within the AWWA group producing parts for each other, without the rivalry between 2 different units, as before, with each asking RP for investment in new equipment for their own needs! Similarly, the 3 soil pipe plants also needed to share between themselves to reduce costs to manage their capacity better, instead of competing between themselves. As AWWA business outlook is looking to be weaker for the next 2 or 3 years, McWane has seen the need for cost cutting and they felt this realignment was very much required.
5. Apart from DG there are some other personnel changes. Tom Leonard (TL) that you know very well will no longer be involved in the DIWF Fittings business as he has been assigned as the #2 in the Soil Pipe/plumbing business. He will have the opportunity to succeed as the President of that group in a few years.

6. For the DIWF business, the top person will be Leon McCullough, who has been the long time President of the V & H business of McWane. He will be assisted by Tom Walton (TW), who is the Plant Manager for McWane's M & H plant, producing V & H product range. Since McWane has the Union Foundry producing DIWF in the same town as M & H, Tom Walton will also manage the Union Foundry plant. Previously, these 2 plants in same town were under different team leaders!

Another person called Rick Tapman who is relatively new to the McWane organization will be the Plant Manager of the Tyler Pipe south (DIWF).

7. We are not sure who will manage the Tyler Xian Xian (A2) plant -- but we understand Rick Tapman (RT) will be the person with Tom Walton also involved to supervise the business. We understand TW is planning a visit to China soon and due to our relations with McWane, we are exploring some sourcing opportunities in their V & H product range also. So far, McWane's V & H President had resisted purchasing any non-domestic parts for the V & H range, preferring to produce all in their own foundries. But, as McWane now wants to steadily reduce capacity and save costs, we expect some opportunities from their M & H business also. RP has personally promised me to get some opportunities for this business if they cannot produce any of the parts in their own foundries.
8. None of these changes will have any impact on McWane's plans for sourcing Fittings through SIGMA. However, McWane has had a very high inventory since all 3 of the foundries -- Tyler + Union + A2 -- were producing at a high level even though they were not gaining the market share and were in fact losing a little each year. So, after 3 years, they have very high inventory -- about 10,000 to 15,000 MT more than the level that they would like to have and hence, we are not sure of the volume that they can buy from us in the future.

If you have any questions or any doubts, please contact us. Please also note that I have a strong personal relationship with Ruffner Page as we have helped each other in many ways and he is a person, who if he trusts some one, will be open for not only discussion but any business opportunity if it is in the interest of both McWane and the industry. Though the above information is common now, please treat this message with discretion, as some of the observations in it are entirely my own.

Best Regards,

*Victor Pais*

**SIGMA Corp**

609-758-0800 x 555

609-529-2020 (cell)

[vp@sigmaco.com](mailto:vp@sigmaco.com)

SIGTP00001085

CONFIDENTIAL-FTC Docket No. 9351

FOIA Exempt/Protected by Court Order

CX 2118-003

# CX 2119

**From:** VP (Victor Pais - CRM)  
**Sent:** Thursday, December 13, 2007 09:18:10 AM  
**To:** 'Chris & Larry Rybacki'; SB1 (Siddharth Bhattacharji-CRM)  
**Subject:** VP to M3 : Ruffner's resp for my Request for a meeting...  
**Importance:** High

Guys,

I had sensed this to be coming. Some things have happened over the past few weeks since we last met in Sept during which he was disappointed at our failure to get a better landscape -- but, he was still cordial. Perhaps, he has now done a thorough competitive review and has decided that an aggressive offensive strategy is the best form of defense -- which may call for using any and all options they have to strengthen their vulnerable positions including those they hurt us, such as acq of MTF, entry into PRP, keeping FTG price down during our rise in costs etc

We will have to try other options to get their attention!

Rgds, Victor

-----Original Message-----

**From:** G. Ruffner Page, Jr. [mailto:RPage@mcwane.com]  
**Sent:** Wednesday, December 12, 2007 10:29 PM  
**To:** VP (Victor Pais - CRM)  
**Cc:** James M. Proctor  
**Subject:** Re: Victor to Ruffner : Request for a meeting...

Victor,

I am not upset in the least and do not believe in or act on rumors. I also do not think it worthwhile nor wise for use to meet. If you have a specific topic to discuss, please share that with me in writing so there is no confusion about the purpose of meeting.

Have a Happy Holiday season and enjoy your family and friends during the time of fellowship.

R

----- Original Message -----

**From:** VP (Victor Pais - CRM) <vp@sigmaco.com>  
**To:** G. Ruffner Page, Jr.  
**Sent:** Wed Dec 12 15:59:43 2007  
**Subject:** Victor to Ruffner : Request for a meeting...

Ruffner,

You must be both busy and upset with me -- as I have not received a response from you for my 4 messages on your cell V-mail. I can understand the former, but not the latter -- after all I have tried to do in good faith, to see it all tarnished by an unfounded rumor...

But, I am not one for letting these challenges keep me from doing the RIGHT thing -- which is why I am requesting you a special meeting any of the 1st 3 days next week -- Monday (12/17), Tuesday (12/18) or Wednesday (12/19). I would highly prefer a lunch meeting so your office time is not wasted...

Thanking you in advance.

Best Regards

Victor Pais  
SIGMA Corp  
609-758-0800 x 555  
609-529-2020 (cell)  
vp@sigmaco.com <mailto:vp@sigmaco.com>

SIGTP00058131  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 2119-002

**CX 2145**

---

**From:** Charlie Nowlin  
**Sent:** Friday, July 11, 2008 8:36 PM  
**To:** Jody Hall  
**Subject:** FW: 2008 vs. 2007 - Tyler / Union Combined  
**Attachments:** Tyler Union Var analysis.xls; Variance Analysis.doc

---

**From:** John Springer [mailto:[jspringer@tylerpipe.com](mailto:jspringer@tylerpipe.com)]  
**Sent:** Tuesday, July 08, 2008 12:08 PM  
**To:** Kent Brown; Thomas Walton; Rick Tatman; Leon McCullough  
**Cc:** Russ Patterson; Andy Payant; Charlie Nowlin  
**Subject:** 2008 vs. 2007 - Tyler / Union Combined

Discussion and spreadsheets are attached.

Comments: Document Produced in Native Format

Tyler Pipe Company  
Instructions for Preparing Variance Analysis Report

- 1 Change date in heading.
- 2 Input Sales & Gross Profit numbers (units, prior gross profit, sell price, and full cost).
- 3 Input YTD Idle Plant expense on Row 34 & 35.
- 4 Force rounding difference in C-20
- 5 Input Selling, Shipping, Administration, Other Income, Other Expense and Idle Plant in applicable cells on Summary worksheet.

Tyler / Union  
Waterworks Division  
Variance Analysis  
YTD June, 2008 vs. YTD June, 2007

Note: Trade Sales:	Domestic Utility Fit.	N.D. Utility Fit.	Glands	Domestic Valve Box.	N.D. Valve Box.	Other Castings	Total
Volume Variance:							
Units Sold - Prior	27,118	7,775	3,244	4,527	-	16	42,680
Units Sold - Current	13,798	12,589	1,925	2,972	709	40	32,032
Inc (Dec)	(13,320)	4,814	(1,319)	(1,556)	709	24	
Gross Profit - Prior	140	653	420	19	-	188	
Volume Variance	(1,863,893)	3,144,399	(554,693)	(29,703)	-	4,571	700,681
Price Variance:							
Sell Price - Prior	2,144	1,849	2,037	1,615	-	830	
Sell Price - Current	2,737	2,002	2,086	1,671	940	1,066	
Inc (Dec)	594	153	49	56	940	235	
Units Sold - Current	13,798	12,589	1,925	2,972	709	40	
Price Variance	8,189,149	1,926,034	94,778	165,840	666,608	9,451	11,051,860
Cost Variance:							
Full Cost per Ton/Unit - Prior	2,004	1,195	1,617	1,596	-	642	
Full Cost per Ton/Unit - Current	2,283	1,326	1,810	1,635	904	875	
Inc (Dec)	(280)	(131)	(194)	(39)	(904)	(233)	
Units Sold - Current	13,798	12,589	1,925	2,972	709	40	
Cost Variance	(3,859,039)	(1,647,654)	(372,539)	(115,005)	(641,075)	(9,357)	(6,644,668)
Gross Profit Variance	2,466,217	3,422,779	(832,454)	21,132	25,533	4,666	5,107,873
Gross Profit Change per Fin.Stmts. Variance	2,466,209 8	3,422,779 -	(832,454) -	21,132 (0)	25,533 -	4,666 -	5,107,865 8
Current Idle Plant Allocation	(2,849,875)		-	-			(2,849,875)
Prior Idle Plant Allocation	(2,169,467)		-	-			(2,169,467)

Tyler / Union  
Waterworks Division  
Variance Analysis  
YTD June, 2008 vs. YTD June, 2007

<b>Trade Sales:</b>	Domestic Utility Fit.	N.D. Utility Fit.	Glands	Valve Box.	N.D. Valve Box.	Other Castings	Total
Units Sold - Prior	27,118	7,775	3,244	4,527	-	16	42,680
Units Sold - Current	13,798	12,589	1,925	2,972	709	40	32,032
Volume Variance	\$ (1,863,893)	\$ 3,144,399	\$ (554,693)	\$ (29,703)	\$ -	\$ 4,571	700,681
Price Variance	\$ 8,189,149	\$ 1,926,034	\$ 94,778	\$ 165,840	\$ 666,608	\$ 9,451	\$ 11,051,860
Cost Variance	\$ (3,859,039)	\$ (1,647,654)	\$ (372,539)	\$ (115,005)	\$ (641,075)	\$ (9,357)	\$ (6,644,668)
Idle Plant	\$ (680,408)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (680,408)
Trade Gross Profit Variance	\$ 1,785,809	\$ 3,422,779	\$ (832,454)	\$ 21,132	\$ 25,533	\$ 4,666	\$ 4,427,465
Intercompany Gross Profit Variance	\$ (223,429)	\$ 479,160	\$ (252,750)	\$ 86,511	\$ (152,868)	\$ -	\$ (63,376)
Operating Expense Variance							
Selling Variance							\$ (493,544)
Shipping Variance							\$ (266,085)
Administration Variance							\$ 21,816
Total Oper.Exp.Variance							\$ (737,813)
Oper.Profit Variance							\$ 3,626,276
Other Income Variance							\$ 32,399
Other Expense Variance							\$ 1,720,865
Special Reserve							\$ (285,867)
Pre-Tax Profit Variance							\$ 5,093,673

July 8, 2008

**Variance Analysis Discussion**  
**Waterworks Division**  
**Tyler / Union Combined**

From: John Springer

Pre-tax profits on a year-to-date basis through June 30, 2008 of \$6,591K were \$5,093K higher than the pre-tax profits for the same period of the prior year. Major contributors to the change from the prior year include:

- A) **Utility Fittings** have contributed an additional \$5,209K of gross profits. This is in spite of a 24% reduction in volume. Pricing gains, primarily on the domestic product, have contributed an additional \$10,115K of gross profits. Increased product costs of both domestic and non-domestic product, as well as \$680K of higher expenses associated with idle plant, have eroded profits by \$6,187K. Although volume overall is down, we have increased the sales volume of the more profitable non-domestic product. This has contributed an additional \$1,280K of profits over and above the profits lost from the 49% drop in domestic volume.
- B) **Valve Box** profits from trade sales have managed to remain relatively flat with the prior year, although volume is down by 19%.
- C) Gross Profits derived from **Glands** have fallen by \$832K in 2008 due to a 41% drop in volume and a 12% increase in cost.
- D) **Inventory Adjustments** (increasing the inventory values based upon the prior year's actual costs) resulted in approximately \$1,000K more profits in 2008 than the prior year.

Detailed and Summary Reports are attached for your review. Please let me know if you have any questions. Thank you.

John

**CX 2172**

---

**From:** Fielding, Glenn [HDS - NWW]  
**To:** Mills, Linda [HDS - NWW]; Parker, Ben [HDS - NWW]  
**Sent:** 1/11/2008 8:54:39 AM  
**Subject:** FW: Tyler/Union Price Increase Announcement  
**Attachments:** TylerUnion Price Increase Letter 01 11 08.pdf

Here it is

---

**From:** Rick Tatman [mailto:RTatman@TylerPipe.com]  
**Sent:** Thursday, January 10, 2008 10:52 PM  
**To:** Webb, Jerry [HDS]; Fielding, Glenn [HDS - NWW]; Mack, Joseph [HDS]  
**Subject:** Tyler/Union Price Increase Announcement

Jerry, Glenn and Joe

Attached is our price increase letter than will be going out on Friday.

I think some of the key points are:

- The % change is significantly lower than the List Price change Sigma posted on their website which appears to be in the range of ~25% on average
- We are going to maintain our List Price Book and make the adjustment with multipliers
- The lower % for Domestic Product reflects both lower cost inflation in the US compared to China and our desire to support Domestic Specifications
- Distributors are ultimately better served with adherence to published pricing as instability and the corresponding price erosion only reduces your profitability

I will be happy to answer any questions or provide clarification if needed.

*Richard (Rick) Tatman*

VP & GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-2440



January 11, 2008

RE: Pending Price Change for Utility Fittings and Accessories

Dear Valued Customer,

Due to continued rising costs, especially within our off-shore operations, we find it necessary to increase pricing on Utility Fittings and Accessories.

As per our prior letter of October 5, 2007, we will adjust pricing by increasing multipliers while retaining our current List Price, LP-5072. Letters stating the new region specific multipliers will be mailed January 18, 2008. The increase will be 10% to 12% above the current prevailing multiplier levels on Blended Fittings and Accessories and 3% to 5% on Domestic Fittings effective February 18, 2008.

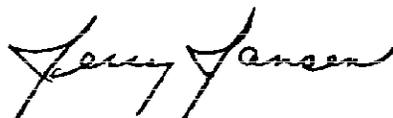
To help our distribution customers better manage their inventory valuations and compete on a more level playing field, it is our intention going forward to sell all products only off the newly published multipliers. We will continue to monitor the competitive environment and adjust regional multipliers as required to provide you with competitive pricing.

All annual municipal bid contracts will be honored per the terms of the contract. Jobs quoted prior to this announcement will be honored through March 1, 2008, with acceptable documentation provided to your local Tyler/Union sales representative.

If the current inflationary trends continue as forecasted, we anticipate the need to announce another multiplier increase within the next six months. However, we will only do so as conditions require.

We thank you for your business and as always we remain committed to providing you with quality products and service at competitive prices.

Sincerely,



Jerry Jansen  
National Sales Manager

**CX 2252**

**From:** CS1 (Craig Schapiro - CRM) [CS1@sigmaco.com]  
**Sent:** Friday, June 27, 2008 09:44:20 PM  
**To:** m20@sigmaco.com  
**Subject:** From Craig: New Multipliers - Star Pipe Products

Looks like STAR is sending their version of the TYLER letters...

Craig Schapiro  
SIGMA Corporation  
(800)999-2550 x238  
[cs1@sigmaco.com](mailto:cs1@sigmaco.com)  
FAX 609-758-1158

---

**From:** Star Pipe Products [mailto:marketing@starpipelineproducts.com]  
**Sent:** Fri 6/27/2008 5:22 PM  
**To:** CS1 (Craig Schapiro - CRM)  
**Subject:** New Multipliers - Star Pipe Products



*June 27, 2008*

**RE: Multiplier Changes - Effective July 14, 2008 (CT, MA, ME, MI, NH, NJ, NY, RI, VT, AZ, CA, NM, El Paso-TX)**

*To Our Valued Customers:*

*The following is a breakdown of our current price lists and the new multipliers that will take effect Monday, July 14, 2008.*

<u>Product Description</u>	<u>Price List</u>	<u>Multiplier</u>
» Utility Fittings C110 & C153	UPL.07.02 (blue)	.33
» Accessories	UPL.07.02 (blue)	.33
» Joint Restraint Products	JRPL.08.01B (purple)	No Change
» AWWA Grooved Products	GRVPL.07.02 (yellow)	CALL*
» Ceramic Epoxy Lined Fittings	UPL.07.02 (blue)	CALL*

*(\* please contact your local Star representative for pricing)*

SIGTP00016290  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

*The new multipliers will apply to all orders received on or after Monday, July 14, 2008. Any order received prior to that date will be price protected provided no shipping restrictions apply.*

*Please provide your local Territory Manager with documentation regarding any municipal bids before July 14, 2008. Municipal contracts will be honored through the term of the contract, provided the documentation includes quantities and delivery dates.*

*We remain committed to earning your business.*

*Regards,*



*Matt Minamy  
National Sales Manager*



This message was sent from Star Pipe Products to csl@sigmaco.com. It was sent from: Star Pipe Products, 4018 Westhollow Pkwy, Houston, TX 77082. You can modify/update your subscription via the link below.



[Manage your subscription](#)

SIGTP00016291  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 2252-002

**CX 2253**

**From:** GF1 (Greg Fox - ALX)  
**Sent:** Monday, July 07, 2008 03:21:43 PM  
**To:** RA1 (Russell Axon-ALX); GL2 (Gloria Lamborne-ALX); SM1 (Scott Marlow-ALX); KR1 (Kim Robinson-ALX); DS1 (David Swindell-ALX); LM1 (Linda Moen - ALX); gw1@sigmaco.com; RM4 (Richard Mabe-ALX); jg2@sigmaco.com; 'KP3 (Kevin Pennington)'; 'ks3@sigmaco.com'; GD1 (Greg Danais - ORL); 'SM3 (Steve Myers - HTN)'; JM2 (Jim Moeller)  
**Subject:** Fitting / Accessory Price Increase Confirmation Letters  
**Attachments:** Price Increase Southeast - July 14 2008.pdf; Price Increase Mississippi - July 14 2008.pdf

To All -

The attached two letters will be win faxed to the marketplace on Tuesday, July 8th.

I believe it's a confirmation of what the market already knows.

Greg

SIGTP00094741  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 2253-001

P.O. Box 519  
Alexander City, AL 35011  
Email: RPS@sigmaco.com  
www.sigmaco.com



TEL: (256) 234-2514  
(800) 824-4513  
FAX: (256) 234-4956

Date: July 7, 2008

Re: Fitting & Accessory Multiplier Adjustment in Alabama,  
Georgia, Florida, Tennessee, North Carolina and South Carolina

Dear Valued Customer:

Although delayed from previous announcements, Sigma Corporation plans a price increase on its fittings and accessories.

*This increase will be effective July 14, 2008.*

As of that date, C110 and C153 Fittings and Accessories will be priced at the following levels:

**x. 28 against Sigma's list price book dated July 2007**

All municipal bids will be honored through the length of the contract.

We thank you for your past and future support of Sigma.

Sincerely,

  
Greg Fax  
Southeast Regional Manager  
Sigma Corporation

SIGTP00094742  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 2253-002

P.O. Box 519  
Alexander City, AL 35011  
Email: RPS@sigmaco.com  
www.sigmaco.com



TEL: (256) 234-2514  
(800) 824-4513  
FAX: (256) 234-4956

Date: July 7, 2008

Re: Fitting & Accessory Multiplier Adjustment in Mississippi

Dear Valued Customer:

Although delayed from previous announcements, Sigma Corporation plans a price increase on its fittings and accessories.

*This increase will be effective July 14, 2008.*

As of that date, C110 and C153 Fittings and Accessories will be priced at the following levels:

**x. 30 against Sigma's list price book dated July 2007**

All municipal bids will be honored through the length of the contract.

We thank you for your past and future support of Sigma.

Sincerely,

A handwritten signature in black ink that appears to read "Greg".

Greg Fox  
Southeast Regional Manager  
Sigma Corporation

SIGTP00094743  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 2253-003

**CX 2254**

---

**From:** Matt Minamyer  
**Sent:** Thursday, June 19, 2008 4:40 PM  
**To:** Matt Minamyer; Bud Leider; Michael Berry; Neil McGillivray; Pete Lisowski; Ramon Prado; Shaun Smith; Susan Schepps  
**Cc:** Pam Garey; Linda Meiers; Blake Harrison; Dale Andrews; Dan McCutcheon; Donna Beyer; Sue Palmer; Roger Johnson; Kay Ellis; Bill Silva  
**Subject:** RE: Mult Change plan for your review

TO ALL:

It looks like we are getting ready to go through another round of multiplier increases.

Below are specific instructions on how we will handle this. It includes how to set up the pricing and how tall of should act.. Please make sure you understand the plan.

The dates below are wrong as it was for the last go round but the procedures and the stakes are the same.

Let's all do a good job.

If anyone has a suggestion for a change please let me know.

Thanks,

Matt

---

**From:** Matt Minamyer  
**Sent:** Wednesday, January 23, 2008 3:09 PM  
**To:** Bud Leider; Michael Berry; Neil McGillivray; Pete Lisowski; Ramon Prado; Shaun Smith  
**Cc:** Pam Garey; Linda Meiers; Blake Harrison; Dale Andrews; Dan McCutcheon; Donna Beyer; Sue Palmer; Niki Sparks  
**Subject:** FW: Mult Change plan for your review

TO: ALL

We are getting ready for the multiplier changes. Below are all the procedures that we can think of that we have to follow in order for this to work. Please read it carefully as there are a lot of things that have to happen correctly.

If we all communicate and do our part, this should work.

Please call Matt for pricing questions and Linda, Pam, or Dale for procedure questions.

Below this E-mail is the first letter I sent to the DM's with instructions on our game plan. All DM's need to understand both parts of this E-mail and guide their TM's.

If we hold our mouths correctly, and do our due diligence, we will look like professionals. If we get sloppy, it will show.

Thanks for your help.

Matt

---

Here is the procedure for mult changes as best as we can figure out, for now.

- The DM Gets the Tyler multiplier letter as soon as possible and forwards it to Linda immediately.
- The DM will receive from Dale no later than this Friday (01-25-08) a multiplier report that will be tabbed by DM/State/ and sorted high mult to low mult.
- The DM will highlight any "Exceptions" on the spreadsheet and send it back to Linda no Later than next Friday (02-01-08)
  - o An "Exception" is defined as any customer who will not be taking the new state multiplier, whether it is higher or lower.
    - Any multipliers that the DM wants to be lower than the state mult. has to be approved by Matt (or Dan if Matt is not available) and changed with a pink.
    - Any exceptions higher than the state mult will remain at the current level.
    - We will make all accessories the same as fittings. If we need to change accessories then the DM does it via a pink that goes through Matt.
    - No mult change on grooved
    - FBE carries the same mult as CL. Any exceptions are done with a pink.
    - P401 will have the correct PL on the mult letters we send out but there will be no mult.
- Any mult that the DM wants to be lower than the state mult has to be done with a pink and approved by Matt.
- Any mult that the DM want to be higher than the state mult should be highlighted on the mult report and Dale will not change those.
  - o . (I know I am repeating this but it is important)
- Linda will receive the Tyler multiplier letters from the DM's and the multiplier report from the DM's. She then gets with Blake and they prepare multiplier letters for all customers who are getting a multiplier change.
  - o They will note all exceptions on the report from the DM's and not mail letters to those customers.
  - o It will be a generic letter by state (or trading area if there are more than one mult. In one state.)
- Blake will prepare the letters for Sue and Niki to snail mail.
  - o Blake will E-mail the letter from our existing data base of customer E-mails.
  - o .Blake and Linda will coordinate with regard to exclusions on the email distribution
  - o All TM's and DM's will get a copy of all letters in their territories/Divisions.
  - o All CSR's will get a copy of the mult letters.
- Linda will forward the mult report that she gets from the DM's to Dale.
- Dale will prepare the mult changes in Prelude to take affect on 2-18-08. She will not make any hard changes in Prelude until the evening of the 17<sup>th</sup>.
  - o Dale will note the exceptions that the DM's highlighted on the mult report and not change those account multipliers.
  - o *Plant accounts will be changed to match existing Utility accounts.*
- Blake will E-mail the generic multiplier letter to Matt and Matt will edit it for this mailing.
  - o It will list all the current PL's and will indicate multipliers for MJ, PO, FL, and FBE fittings.
  - o The letter will reference P401 and Grooved PL's but no multipliers.

- Instead we will note for them in the letter to call their sales person for a mult on P401 and Grooved.
- Pam will run a report for all existing project pricing and their termination dates to send to the DM's.
- The DM's will prepare their customers to take this material by March 1<sup>st</sup> or the pricing will expire.
  - Any exceptions have to go through Matt.
- Pam will terminate all projects upon notification from a TM or DM.
- The CSR's will be pro-active in telling our customers that the multipliers will be changing.
  - They will keep a record of who they told, company, date, and time.
- The TM's and DM's will follow the procedure below to make sure they are telling their customers that it is coming and that we can no longer project price.
- Donna will check with Susan for her advice on what to do with Fabricator Products.
- Susan will coordinate with the DM's on Plant only and house accounts.

---

**From:** Matt Minamyer

**Sent:** Tuesday, January 22, 2008 10:56 AM

**To:** Bud Leider; Michael Berry; Neil McGillivray; Pete Lisowski; Ramon Prado; Shaun Smith

**Cc:** Dan McCutcheon; Susan Schepps; Pam Garey; Linda Meiers; Donna Beyer

**Subject:** McWane/Tyler Multipliers and our Plan

To: All DM's

The Tyler multiplier letters are hitting the streets. We need to be able to react quickly to be at the right prices.

I will be putting out some instructions on our plans to change state multipliers in the case that we don't get much advance warning.

**Our goal is to take a price increase and to stop project pricing.**

For now here is the plan:

- Once we know what a state or area's multiplier is, if it goes up, we will change to that number. If it goes down, we will discuss it.
  - Later today we will E-mail the procedure for multiplier changes. It will be simple (So that you all can understand it ☺)
- We will not be project pricing unless we see firm documentation that there is a project price or a buy plan that is off of the state multiplier.
- **All project pricing has to go through me.**
  - Tell your TM's not to ask unless they have solid documentation. I have to be very strict on this as we will not be the ones to drag the market down.
  - You and your TM's need to be able to tell your customers that we need written documentation with project names, dates, and pricing before we move off of the buy plan. This is an effort to do the right thing for the industry.
- Your TM's need to start cleaning up their existing project pricing. **The Tyler letter states that they will honor their existing project pricing only until March 1<sup>st</sup>. We will do the same.** If we go past that it will cause disruptions and may result in the increases to be soft or not hold at all.
  - Start preparing yourselves and your TM's to hold strong and get their projects ordered and shipped before March 1<sup>st</sup>.
  - Train them that this is what is best for the industry and that we need to be part of the effort to help our industry. We will not part of damaging the industry due to lack of discipline. We all need to be able to

explain this to our customers and to take it to whatever level of management within that customer's organization that is required.

- o I'm all good with you guys using me as the bad guy. (Stop snickering! ☺)

You need to know that we are strong in revenue and profit. We will have no problems weathering any price wars, even if they are prolonged. What we are doing is what is right for the industry. So, don't think we need the price increases, as that is not the case. A price increase will be good for us on the short and long term profit situation but are not vital to our strength. The truth is that we would come out of a price war stronger than ever and with a bigger market share, but we don't think the industry needs that right now.

Deal from strength and commitment and always take the high road when discussing the industry and our competitors. If we do this, we will emerge as the most solid partner in the industry.

Let me know if you have any questions as it is important that we manage this correctly. I know this will take major effort but that is where we need to be focused until the crazy pricing levels out. Make this your priority.

Thanks,

Matt

*Matt Minamyer  
National Sales Manager  
Star Pipe Products  
4018 Westhollow Parkway  
Houston, TX 77082  
(281) 558-3000 Office  
(713) 301- 8734 Cell  
mattm@starpipeproducts.com*

**CX 2255**

**From:** Star Pipe Products [marketing@starpipelineproducts.com]  
**Sent:** Friday, June 27, 2008 3:39 PM  
**To:** Outside Sales  
**Subject:** New Multipliers - Star Pipe Products



June 27, 2008

**RE: Multiplier Changes - Effective July 14, 2008 (DE, IN, KY, MD, NC, OH, SC, TN, VA, WV)**

*To Our Valued Customers:*

*The following is a breakdown of our current price lists and the new multipliers that will take effect Monday, July 14, 2008.*

<u>Product Description</u>	<u>Price List</u>	<u>Multiplier</u>
» Utility Fittings C110 & C153	UPL.07.02 (blue)	.28
» Accessories	UPL.07.02 (blue)	.28
» Joint Restraint Products	JRPL.08.01B (purple)	No Change
» AWWA Grooved Products	GRVPL.07.02 (yellow)	CALL*
» Ceramic Epoxy Lined Fittings	UPL.07.02 (blue)	CALL*

*(\* please contact your local Star representative for pricing)*

*The new multipliers will apply to all orders received on or after Monday, July 14, 2008. Any order received prior to that date will be price protected provided no shipping restrictions apply.*

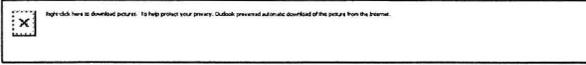
*Please provide your local Territory Manager with documentation regarding any municipal bids before July 14, 2008. Municipal contracts will be honored through the term of the contract, provided the documentation includes quantities and delivery dates.*

*We remain committed to earning your business.*

*Regards,*



*Matt Minamyer*  
*National Sales Manager*



This message was sent from Star Pipe Products to [OutsideSales@starpipelineproducts.com](mailto:OutsideSales@starpipelineproducts.com). It was sent from: Star Pipe Products, 4018 Westhollow Pkwy, Houston, TX 77082. You can modify/update your subscription via the link below.



 [Manage your subscription](#)

**CX 2260**

**UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION**

<hr/>	)	
<b>In the Matter of</b>	)	
	)	
<b>McWANE, INC.,</b>	)	
	)	
<b>a corporation,</b>	)	<b>DOCKET NO. 9351</b>
	)	
<b>Respondent.</b>	)	
<hr/>	)	

**EXPERT REPORT OF LAURENCE SCHUMANN, PH.D.**

Expert Report of Laurence Schumann, Ph.D.

Table of Contents

I. Introduction ..... 1

    A. Qualifications ..... 1

    B. Background ..... 2

    C. Assignment..... 6

    D. Summary of My Opinions..... 7

II. The Fittings Markets ..... 9

    A. Relevant Product Markets ..... 10

    B. Geographic Market..... 16

    C. Market Structure..... 17

    D. Pricing ..... 20

    E. The Fittings Market From 2007 Through 2011 ..... 23

III. McWane, Sigma, and Star Fixed Prices for Ductile Iron Fittings ..... 25

    A. Oligopoly and Collusion ..... 25

    B. The Fittings Market is Highly Susceptible to Collusion ..... 34

    C. McWane, Sigma, and Star Explicitly Colluded ..... 38

    D. Conclusion..... 55

IV. McWane Used its Monopoly Power in the “Made in America” Fittings Market to Delay Efficient Entry by Star and Further Sustain Its Monopoly..... 57

    A. The Economics of Exclusive (or Restrictive) Dealing..... 57

    B. The Need For Distribution Services Affects Entry in the MA Fittings Market. 63

    C. McWane Used Its Monopoly Power to Restrict Star’s Access to Distribution for Its MA Fittings ..... 65

    D. Conclusion..... 78

V. McWane Entered the MDA to Eliminate Risk of Independent Sigma Entry; Had Sigma Entered, Competition Would Have Been Enhanced..... 80

VI. Conclusions..... 83

Appendix A..... 85

Appendix B..... **Error! Bookmark not defined.**

**Expert Report of Laurence Schumann****I. Introduction****A. Qualifications**

1. I am an economist on the staff of the Federal Trade Commission (“FTC”). In 1986, I earned a Ph.D. in economics from the University of Virginia, where I had earned a B.A. in economics in 1980. My field of specialization is the economics of industrial organization, and throughout my career I have applied industrial organization economics to issues of competition and regulatory analysis.

2. I first joined the staff of the FTC in September 1985. In March 1996, I left the FTC to become a private economic consultant. I rejoined the staff of the FTC in March 2008. During the spring of 1990, I returned to the University of Virginia to teach a course covering the law and economics of antitrust. More recently, I have lectured on the economics of antitrust at international technical assistance workshops and conferences sponsored jointly by the FTC, the U.S. Agency for International Development, and, in certain cases, additional organizations devoted to international economic development.<sup>1</sup> I have authored or coauthored a number of articles that have been published in peer-reviewed journals, and I have previously provided expert economic testimony in Federal District Court and in private arbitration proceedings. A more extensive summary of my professional accomplishments can be found in my *curriculum vitae*, a copy of which is attached as Appendix A to this report.

3. My testimony in this matter reflects my own independent analysis and opinions. As a testifying expert economist retained by the FTC staff, I receive no compensation besides

---

<sup>1</sup> The FTC’s international technical assistance program provides training in antitrust policy, economics, and investigational methods to the staffs of competition enforcement agencies in countries with underdeveloped or transitional economies.

**Confidential – Subject to Protective Order**

that which I otherwise receive as a government employee. Further, I have reached the highest step of the highest pay grade for which I am eligible as a career federal employee. I cannot receive a promotion or any other increase in compensation in exchange for my testimony or for any particular opinion expressed in my testimony.

**B. Background**

4. This matter concerns certain business practices and conduct of the sellers of ductile iron pipe fittings (“Fittings”) in the United States. Ductile iron is a strong yet highly flexible and elastic form of cast iron in which graphite nodules in the iron take on a spherical shape, unlike the flakes of graphite found in gray iron, the most common form of cast iron. Ductile iron is formed by adding magnesium to the iron, which causes the graphite in the iron to form the spherical nodules that provide ductile iron with its unique properties.<sup>2</sup> Ductile iron is used in the manufacture of pipes, fittings, and related products used in waterworks, principally for the construction and repair of clean water and sewage treatment and transportation systems.

5. Three companies – McWane, Inc. (“McWane”), Sigma Corporation (“Sigma”), and Star Pipe Products, Ltd. (“Star”) – supply over 90 percent of the Fittings sold in the U.S.<sup>3</sup> Each serves waterworks customers and their contractors through distributors, which account for roughly 95% of their Fittings sales.<sup>4</sup>

---

<sup>2</sup> QIT-Fer et Titane Inc, *Ductile Iron Data for Design Engineers*, Revised and Reprinted (Montreal: Rio Tinto Iron & Titanium, Inc., 1998), pp. 2-9 – 2-11 (available from [metalwebnews.org/ftp/didata.pdf](http://metalwebnews.org/ftp/didata.pdf) and The Ductile Iron Society (<http://www.ductile.org/didata/default.htm>)). Also see Ductile Iron Pipe Research Association, [www.dipra.org](http://www.dipra.org), “About Ductile Iron Pipe,” <http://www.dipra.org/benefits-of-dip/benefits-of-di-pipes/>.

<sup>3</sup> SIG – 0002517 – 2528, p. 2520 (“In fittings there are effectively 3 – McWane, Sigma, and Star . . .”). Mr. Tatman testified that McWane, Sigma, and Star together represented 92 percent of Fittings shipments (Tatman IH, July 21, 2010, pp. 102 – 103 and p. 135. Also see TU-FTC-0010086 – 10089, p. 10087, “2009 Narrative for Long Range Plan;” TU-FTC-0010434 – 10489, p. 10436, “2009 Budget Waterworks Division, Tyler/Union, Rick Tatman;” TU-FTC-0012192, “2011 - 2012 Budget Planning Forecast,” Tab - HDS FEI Growth.

<sup>4</sup> McWane, Sigma, and Star formed the Ductile Iron Fittings Association (DIFRA), the bylaws of which require that “At least ninety-five percent of [a member’s] sales of ductile iron fittings must be to a distributor.” (SIG-0033693-712, p. 702.)

## Confidential – Subject to Protective Order

6. McWane operates or has operated a number of subsidiaries that manufacture (or have manufactured) Fittings in the U.S. Its primary Fittings business unit is Tyler Union, which, until relatively recently was two separate business units that McWane had acquired, the Tyler Pipe Company and the Union Foundry Company. Tyler Xian Xian is a McWane business unit that manufactures Fittings in China, and Clow Water Systems is a McWane unit that sells ductile iron pipe and fittings. To avoid confusion, I will refer to all of McWane’s Fittings businesses collectively as McWane.

7. McWane manufactures Fittings in the U.S. and China. Star and Sigma have traditionally been importers of Fittings from China, India, and Mexico.<sup>5</sup>

8. After several years of discussions, McWane, Sigma, and Star formed a trade association, the Ductile Iron Fittings Research Association (“DIFRA”) in 2007.<sup>6</sup> They were joined by U.S. Pipe, a ductile iron pipe manufacturer that no longer manufactured (and still does not manufacture) Fittings.<sup>7</sup> The primary activity of DIFRA was the collection of data on the tons of Fittings shipped monthly by its members and the dissemination of monthly reports containing the aggregated shipments data (the “DIFRA Reports”) to its members.

9. In June of 2008, DIFRA first obtained Fittings shipments data from all of its members. The first submission to DIFRA consisted of total 2006 Fittings shipments and monthly Fittings shipments for all of 2007 and through April of 2008.<sup>8</sup> The monthly DIFRA

---

<sup>5</sup> Rona Deposition, May 18, 2012, p. 37. In addition to China, India, and Mexico, Star imports Fittings from Brazil and Korea (McCutcheon Deposition, May 16, 2012, pp. 9 – 10).

<sup>6</sup> SIG-0033727 – 33731. Pages 33728 – 33731 consist of DIFRA’s Articles of Incorporation. DIFRA was incorporated January 12, 2007, but did not begin operating until early 2008.

<sup>7</sup> U.S. Pipe resold fittings with its pipes that were manufactured by others, primarily Sigma, but also McWane, Star, and other small foundries. In our calculations of total shipments and market shares, shipments by U.S. Pipe of Fittings that they had purchased from McWane, Sigma, and Star were not included to avoid double counting because they were included in McWane, Sigma, and Star shipments.

<sup>8</sup> DIFRA-000497 – 000508. The shipments data collected by DIFRA consisted of shipments in tons.

## Confidential – Subject to Protective Order

Reports would allow McWane, Sigma, and Star to determine the monthly changes in their respective market share as well as the combined market share of the two other Fittings suppliers. Accordingly, during periods in which Fittings volume was falling, the Fittings data would allow each supplier to obtain some indication of whether its shipment volume was falling because of decreased demand, which would be indicated by a stable market share, or if its volume was falling because its rivals were cutting prices, which would be indicated by a declining market share.

10. DIFRA continued collecting monthly data and disseminating monthly Reports through the January 15, 2009 DIFRA Report, which provided the aggregated shipments data through December 2008.<sup>9</sup> Thereafter, Sigma and Star declined to provide further shipments data to DIFRA,<sup>10</sup> and DIFRA ceased operating.<sup>11</sup>

11. On February 17, 2009, President Obama signed the American Recovery and Reinvestment Act of 2009 (“ARRA”).<sup>12</sup> The ARRA allocated multiple billions of dollars for waterworks projects,<sup>13</sup> but those projects were nearly always limited to the use of only American made iron and steel products.<sup>14</sup> Before passage of the ARRA, 15 – 20 percent of the Fittings sold in the United States were for projects specifying domestic-only Fittings.<sup>15</sup>

---

<sup>9</sup> SRHW-00007 – 00020, p. 00008.

<sup>10</sup> In May 2009, Sigma again provided its data to DIFRA in a failed effort to reinvigorate it.

<sup>11</sup> In the words of Richard Tatman, McWane’s vice-president and general manager in charge of its waterworks fittings business, “DIFRA went defunct after 2008.” Tatman IH, July 21, 2010, p. 94.

<sup>12</sup> Pub. L. No. 111-5.

<sup>13</sup> See H.R. 1, American Recovery and Reinvestment Act of 2009 (ARRA), §3; Division A.

<sup>14</sup> Section IV below contains more details of the ARRA.

<sup>15</sup> According to McWane, “Adjusting for that tonnage shows that the actual volume of domestic fittings sold to jobs that (at least at the time of that bid) preferred domestic fittings was roughly 20% of the total fittings sold in the U.S. during the 2007-09 period, and only slightly higher in 2010.” Memorandum of McWane, Inc. Responding to Commission Staff Questions Regarding the Competitiveness of the Ductile Iron Waterworks Fittings Market in the United States, May 10, 2011, p. 12. Mr. Tatman testified that before the ARRA, sales of Fittings for

## Confidential – Subject to Protective Order

12. In reaction to the ARRA, Star announced in June 2009 that it was introducing a line of “Made in America” Fittings. McWane then implemented a program with the intent to block or delay Star’s entry.<sup>16</sup> On September 22, 2009, McWane announced in a letter to distributors that it was adopting “a program whereby our [i.e., McWane’s] domestic fittings and accessories will be available to customers who elect to *fully support* McWane branded products for their domestic fitting and accessory requirements.”<sup>17</sup> By “fully supporting” McWane’s domestic Fittings, distributors were expected to purchase all of their domestic Fittings from McWane.<sup>18</sup> Distributors that elected to not support this program faced the potential of the loss of rebates and access to McWane domestic fittings and accessories.

13. Sigma too concluded following the enactment of ARRA that it had to be in the business of selling Made-in-America Fittings.<sup>19</sup> Although McWane had initially rejected Sigma’s request to supply its domestic Fittings,<sup>20</sup> in September 2009, McWane agreed to sell domestic fittings to Sigma pursuant to a Master Distribution Agreement (“MDA”). Although McWane offered a 20 percent discount to Sigma under the MDA, this discount only offered Sigma a very small, but at least nonnegative, gross margin. Sigma was not happy with this as

---

projects specifying domestic-only Fittings had been 15 – 18 percent. See Tatman IH, July, 21, 2010, pp. 47 – 48, 50, 54, 65, and elsewhere; McWane-007526, slide 11.

<sup>16</sup> See, for example, TU-FTC-0255547 – 255548, p. 255547 (“If their claims are ahead of their actual capabilities we need to make sure that they [Star] don’t reach any critical market mass that will allow them to continue to invest and receive a profitable return.”).

<sup>17</sup> TU-FTC-0010345. Emphasis added.

<sup>18</sup> McWane informed distributors that it viewed purchases of McWane-branded domestic Fittings from Sigma to also reflect support for McWane’s domestic Fittings. Consequently, distributors that purchased all of the domestic Fittings either directly from McWane or indirectly through Sigma’s sales of McWane-branded domestic Fittings (or both) were considered by McWane to be “fully supporting” its domestic Fittings.

<sup>19</sup> Rona Deposition, May 18, 2012, pp. 219-221; Pais Deposition, May 31, 2012, pp. 345-349.

<sup>20</sup> McWane had offered to sell domestic Fittings to Sigma at a 5 percent discount off of its own prices. (SIG-0001557-1559) However, this discount was so small that Sigma would have lost money on every domestic Fittings sale that it made. Later analysis by McWane indicated that a discount to Sigma 4 times higher than its original 5 percent offer would still result in Sigma’s *gross margin* being only 5.7 percent, suggesting that, at best, Sigma might barely break even with respect to its operating income. (TU-FTC-0031557) McWane’s original offer to Sigma of a 5 percent discount was not taken seriously by Sigma’s management. (SIG-0001557-1559)

**Confidential – Subject to Protective Order**

well as other terms that McWane required the MDA to include, but Sigma concluded that working with McWane through the MDA was, at least in the near term, a preferred alternative to manufacturing its own domestic Fittings, and was “likely to have the intended effect of marginalizing Star whose ability to deliver jobs will be highly suspect, at least over the next 12 months or so.”<sup>21</sup>

**C. Assignment**

14. I have been asked by the staff of the FTC’s Bureau of Competition to perform an economic analysis and provide opinions on the competitive effects of certain actions performed by McWane, Sigma, and Star. In particular, I have been asked to analyze the competitive implications of:

- A. The communications among McWane, Sigma, and Star in 2008;
- B. The formation of DIFRA and the exchange of aggregate tons shipped data by McWane, Sigma, and Star;
- C. McWane’s imposition of its “full support program” on distributors of domestically manufactured Fittings; and
- D. The MDA.

15. In performing my analysis, I have reviewed business documents provided by McWane, Sigma, Star, and third-parties, including DIFRA, other suppliers of pipe and Fittings, waterworks distributors, and foundries. I have also reviewed Investigational Hearings and depositions of McWane, Sigma, and Star executives, and executives of third-party pipe and fitting suppliers, waterworks distributors, and foundries. I have reviewed the complaints issued by the FTC and the consents agreed to by Sigma and Star. I have also reviewed presentations

---

<sup>21</sup> SIG-0005011 – 5019, p 5013. The last paragraph on page 5012 discusses the difficulties, risks, and costs of entry, which led Sigma to prefer the alternative MDA despite viewing it as “not entirely to our liking” and “comes with a few other restrictions . . . .”

**Confidential – Subject to Protective Order**

and white papers submitted by the parties to the Bureau of Competition’s staff and management and the pleadings submitted in this litigation. I have interviewed executives from a major waterworks distributor, an independent foundry, and Star. I have read or reviewed relevant economics literature, and I have read or reviewed various books on water distribution systems, water and wastewater engineering, and ductile iron pipe and fittings. Appendix B at the end of my report provides a list of all of the materials that I considered when performing my economic analysis and reaching my opinions.

16. I am continuing to examine material obtained through discovery in this proceeding. Depositions were still being taken as late as June 5 and one or more of the parties to events charged in the Commission’s Complaint even now appear to be still producing documents in response to subpoenas. Based on this material, and on any new information relevant to this litigation that comes to my attention subsequent to the filing of this report, I reserve the right to revise or augment my analyses and opinions as I find appropriate.

**D. Summary of My Opinions**

17. Based on the materials that I have reviewed and the economic analysis presented in this report, I have formed the following opinions:

- (a) Sigma, Star and McWane communicated with one another by a variety of methods for the purpose of “stabilizing” falling prices and raising prices to higher levels. During certain periods of time, Fittings prices increased as a result of this communication.
- (b) Sigma, Star, and McWane established DIFRA, the Fittings trade association, for the express purpose of fostering coordination and collusion through the exchange of competitively sensitive information. Participation in the DIFRA information

**Confidential – Subject to Protective Order**

exchange, along with certain communications among the companies, directly resulted in a price-fixing accord.

- (c) McWane exercised monopoly power to impose a restrictive dealing, “full support” policy for the purpose of preventing or delaying Star’s efficient entry into the domestically manufactured Fittings market. By impeding Star’s access to distribution, McWane erected a significant antitrust barrier to entry. As a result, McWane maintained its monopoly power by preventing the degree of competition between McWane and Star that otherwise would have occurred. McWane’s exercise of monopoly power caused customers to endure periods in which prices were higher than they otherwise would have been and reduced consumer welfare.
- (d) McWane offered Sigma the MDA to avoid the prospect of Sigma’s entry into the domestic production of Fittings. If Sigma, like Star, would have entered into the domestic production of Fittings had McWane not agreed to the MDA, or to terms acceptable to Sigma, the MDA eliminated competition between McWane and Sigma that would have acted to lower prices and enhance consumer welfare.

## II. The Fittings Markets

18. McWane sells Fittings manufactured in the United States and China to wholesale waterworks distributors throughout the United States. Star and Sigma have traditionally been importers of Fittings from China, India, and Mexico.<sup>22</sup> Since 2009, Star has been selling small quantities of Fittings that it manufactures in the United States through agreements with independent foundries.<sup>23</sup> Before the fourth quarter of 2009, McWane was the sole manufacturer of Fittings of 24 inches or less in the United States.<sup>24</sup>

19. The competitive analysis of a firm's conduct is undertaken within the context of a relevant antitrust market. A relevant antitrust market has two dimensions, a relevant product and a relevant geographic market. The relevant product market reflects consumers' ability and willingness to substitute away from one product to another. The relevant geographic market reflects consumers' ability and willingness to substitute the purchase of the product away from one sourcing area to another. As discussed below, my economic analysis concerns two relevant product markets. The first relevant product market consists of Fittings sold for use without regard to country of origin. The second relevant product market consists of Fittings sold for use when American manufacture is required. That market is relevant for review because a

---

<sup>22</sup> Rona Deposition, May 18, 2012, p. 37. In addition to China, India, and Mexico, Star has imports Fittings from Brazil and Korea. (McCutcheon Deposition, May 16, 2012, pp. 9 – 10).

<sup>23</sup> Q011SP0000282 – 0000285, STAR0000001\_FTC Docket No. 9351\_Confidential.xlsx, e-mail of Thursday, April 26, 2012 7:04 PM from Nicole Williams, counsel for Star, to Michael Bloom (on identifying domestic fittings), e-mail of Friday, April 27, 2012 12:22 PM from Nicole Williams, counsel for Star, to Michael Bloom (on domestic and imports shipments).

<sup>24</sup> See Respondent McWane's Objections and Responses to Complaint Counsel's Requests for Admissions (June 8, 2012) at ¶ 12, p. 10. ACIPCO had been a manufacturer of Fittings (that is, narrow and medium-wide Fittings), but exited in 1995 (narrow) and 2006 (medium). Burns Deposition, May 17, 2012, p. 26. Since that time, it has manufactured only wide-width Fittings of 30 inches or more. Ibid. U.S. Pipe also was once a manufacturer of Fittings, but it exited in 2006 when it closed its Chattanooga facility. Morton Deposition, May 30, 2012, p. 10. U.S. Pipe no longer produces any Fittings. Ibid. Griffin Pipe Products also exited the production of MA Fittings. Kuhrts Deposition, May 24, 2012, pp. 11-13.

hypothetical monopolist can target this subset of Fittings customers for discriminatorily high prices. In all events, the relevant geographic is national.

**A. Relevant Product Markets**

20. A relevant product market consists of a set of close substitute goods or services such that a hypothetical monopolist would need to own all of them to implement profitably a “small but significant and nontransitory increase in price” (“SSNIP”). If a sufficient number of customers would turn to another close substitute product not owned by the hypothetical monopolist and defeat the hypothetical monopolist’s attempt to impose a SSNIP, then that additional close substitute would be added to the market. Having added that close substitute to the market, we would repeat the exercise to see if still another close substitute could defeat the hypothetical monopolist’s attempt to impose a SSNIP. When no additional product exists that consumers could turn to defeat a SSNIP, then all of the substitute products hypothetically owned by our hypothetical monopolist would compose the set of products that define the relevant product market.<sup>25</sup>

**The Fittings Market<sup>26</sup>**

21. Ductile iron is a type of cast iron primarily used to transport drinking water and sewage under high pressure conditions in municipal distribution systems and treatment plants. Fittings are attached to the ends of pipes for a variety of reasons. These include changing flow direction, connecting pipes of different sizes, merging two pipelines to one or branching-off one

---

<sup>25</sup> For discussions of the hypothetical monopolist test applied in the case of mergers, see U.S. Department of Justice and Federal Trade Commission, *Horizontal Merger Guidelines*, August 19, 2010, Section 4 “Market Definition,” pp. 7 – 14. One might wish to also review the Federal Trade Commission & U.S. Department of Justice, *Horizontal Merger Guidelines*, Issued April 2, 1992 & Revised April 8, 1997, pp. 4 – 10.

<sup>26</sup> Unless otherwise noted, the “Fittings market” consists of Fittings sold without regard to country of origin.

## Confidential – Subject to Protective Order

pipeline to two, and attaching, plugging, or capping pipes, valves, fire hydrants, or water meters.<sup>27</sup>

22. In high-pressure waterworks applications, Fittings are not only used with ductile iron pipes, but also with polyvinyl chloride (“PVC”) pipe and high-density polyethylene (“HDPE”) pipe, two types of plastic pipe.<sup>28</sup> PVC and HDPE fittings, however, are not used with ductile iron pipe in similar high-pressure waterworks applications.<sup>29</sup>

23. Because Fittings are nearly always used with PVC or HDPE pipe in high-pressure waterworks applications, and Fittings are always used with ductile iron pipe<sup>30</sup> in high-pressure waterworks applications, neither PVC fittings nor HDPE fittings (or fittings of any other material) constrain Fittings prices.<sup>31</sup> Because no substitute for Fittings exists for use in high-pressure waterworks applications at any price within any relevant range, the appropriate product market definitions in this case are limited to Fittings.

---

<sup>27</sup> See “Memorandum of McWane, Inc. Responding to Commission Staff Questions Regarding the Competitiveness of the Ductile Iron Waterworks Fittings Market in the United States,” May 10, 2011 (White Paper submitted to the FTC Staff), p. 5.

<sup>28</sup> Davis, Mackenzie L., *Water and Wastewater Engineering: Design Principles and Practice*. New York: McGraw-Hill, 2010: pp. 17-11 – 17-12. HD Supply interview, April 12, 1012. Keep in mind that “Fittings” refers strictly to ductile iron pipe fittings. Ductile iron pipe fittings are used with PVC and HDPE pipe in high-pressure waterworks applications, not PVC or HDPE pipe fittings (although these fittings may be used with PVC or HDPE pipe for other applications within a waterworks system or plant).

<sup>29</sup> Davis, *Water and Wastewater Engineering*, p. 17-11, and HD Supply Interview, April 12, 2012.

<sup>30</sup> Tatman IH, July 21, 2010, pp. 28-30.

<sup>31</sup> HD Supply interview, April 12, 2012; Sheley Deposition, April 24, 2012, p. 65; Webb Deposition, May 30, 2012, pp. 63-64.

### Common Types of Pipe Fittings



24. Fittings are produced in a wide range of shapes and diameters, which reflect the wide range of applications (paragraph 21) and the wide range of pipe diameters. The diameter of the pipe used in a waterworks project (or a section of a waterworks project) depends on issues related to pipeline design, engineering, and applications.<sup>32</sup> A fitting must have a diameter appropriate for the pipe to which it is to be attached, and a shape or design appropriate for its intended function (for example, changing the direction of the pipeline’s flow by 90 degrees). For example, if a 90 degree bend is specified because a plant design requires that at a specific point the flow of water must be redirected by 90 degrees, a contractor or distributor cannot substitute a 22.5 degree bend or a straight reducer (which connects two pipes with different diameters).

25. Accordingly, based on this “demand side” analysis, one could view Fittings of different sizes and types as being in different product markets. Thus, I could separately analyze

---

<sup>32</sup> Davis, *Waste and Wastewater Engineering*, “Pipe Network Design,” pp. 17-10 – 17-22.

**Confidential – Subject to Protective Order**

the impact of McWane's conduct on each type of Fittings of 24 inch diameter and less, the sizes and types of Fittings that I conclude are implicated by the collusive and monopolistic conduct alleged in the Complaint.

26. In this instance, however, it is neither necessary nor desirable to analyze the competitive effects of the allegedly anticompetitive conduct at issue here for each of these markets. Doing so would be an extended redundant exercise that would provide no more useful information about the competitive implications of the conduct than an analysis of the collection of Fittings having a diameter of 24" and less. For example, if we analyze the competitive effects of McWane's, Sigma's, and Star's business practices with respect to a 4-inch, 90-degree bend, mechanical joint compact Fitting and perform the same analysis for 14-inch, push-on tee compact Fittings, the two analyses are essentially the same. For both products, the factors relevant for a competitive analysis are essentially identical. The primary suppliers, McWane, Sigma, and Star are the same; the customers, primarily waterworks products distributors, are the same; the materials and other inputs required to manufacture the products are the same;<sup>33</sup> and the competitive effects of the allegedly anticompetitive practices will be the same.

27. Accordingly, the competitive analysis of the business practices at issue in this matter will be identical for each size and shape of fitting of 24 inches or less. Thus, rather than redundantly performing the same analysis and finding the same competitive results for each fitting of a specific diameter and shape, I analyze Fittings with a diameter of 24 inches or less as if they were part of a single product market.

---

<sup>33</sup> They will both require identical inputs such as scrap iron, magnesium, and so forth. They both also require patterns, but the individually sized and shaped products will require individually sized and shaped patterns. This, however, is not relevant to an economic analysis of the allegedly anticompetitive conduct. The patterns can be supplied by the same suppliers and manufactured with the same materials.

## Confidential – Subject to Protective Order

28. I do not include fittings with diameters of more than 24 inches (“large Fittings”) in the relevant product market for two reasons. First, as I have noted, I conclude that large diameter Fittings are not implicated by McWane’s, Sigma’s, and Star’s conduct. Second, the competitive analysis of large diameter Fittings necessarily differs from that of small- and medium-diameter Fittings. American Cast Iron Pipe Company (“ACIPCO”), a significant producer of ductile iron pipe that also produces large diameter Fittings, is not a producer of Fittings of 24 inches and smaller diameter, nor does ACIPCO have any interest in extending its product scope to include small and medium diameter Fittings.<sup>34</sup>

29. Finally, I note that producers tend to recognize the validity of grouping Fittings into size ranges for the purpose of their own planning and budget analyses. McWane, for example, groups all fittings into three size-based categories (and “Others”) in its analyses that go into its budgets and planning documents.<sup>35</sup> In addition, when McWane, Sigma, and Star set up DIFRA’s information exchange, they determined that shipments information could be usefully aggregated in small, medium, and large diameter categories, with small and medium Fittings being Fittings of 24 inches in diameter and below and large being Fittings of 30 inches and above.<sup>36</sup> Thus, grouping Fittings with different sizes and shapes into distinct size categories is consistent with industry practice. Therefore, for the purpose of my analysis, I group all fittings of 24 inches in diameter and less as a single relevant market as I have explained.

---

<sup>34</sup> Burns Deposition, May 17, 2012, p. 71. (Jerry Burns is the Division Sales Manager for the ductile iron pipe division of ACIPCO.)

<sup>35</sup> See TU-FTC-0250796, TU-FTC-0011768, TU-FTC-0012192, TU-FTC-0107346. The size-based categories used by McWane are 2 through 12 inches, 14 through 24 inches, and 30 through 36 inches, and Other.

<sup>36</sup> They further divided each size category into “flanged” and “all other”; however, for the purpose of my economic analysis, differentiating flanged fittings from all other fittings would again add redundancy, diminish the expositional efficiency and clarity, but provide no benefit to the analysis.

**Confidential – Subject to Protective Order**

30. In all events, I wish to emphasize that combining Fittings of 24 inches and less into a single market does not affect the economic analysis of the conduct at issue in this matter. The identical results would be reached if I separately analyzed each size and shape of Fittings — just many, many times over. Accordingly, hereafter the references to Fittings or the Fittings market will denote ductile iron pipe fittings with diameters of 24 inches or less.

**Made-In-America Fittings**

31. Domestically manufactured Fittings and imported Fittings are virtually identical in all respects. Both are manufactured with the same materials to meet the same ANSI/AWWA standards.<sup>37</sup> Accordingly, except for those projects in which only domestically manufactured Fittings can meet the specifications, domestically manufactured Fittings and imported Fittings are near perfect substitutes. Indeed, McWane sells blended Fittings consisting of bundles of both domestic and imported Fittings that are priced to compete with the imported fittings of its rivals.<sup>38</sup>

32. Before 2009, 15 to 20 percent of Fittings were sold for use in waterworks projects specifying that the Fittings be made in America.<sup>39</sup> For some municipalities, regional or state authorities, or private businesses, requiring that a waterworks project include the specification of Made-In-America (“MA”) Fittings reflects a matter of strong preference and policy. For other municipalities or state agencies, the specification of MA Fittings was (and, in certain states still is) a matter of law. For example, since 1978, in the Commonwealth of Pennsylvania, only iron

---

<sup>37</sup> ANSI refers to the American National Standards Institute, a private non-profit organization that oversees and accredits standards developed standard-developing industry organizations, government agencies, consumer groups, and others. AWWA refers to the American Water Works Association, “an international nonprofit educational association dedicated to safe water.” According to the AWWA, “AWWA Standards Committees have developed more than 160 Standards that provide industry-approved technical guidance for 24 categories of products and processes in municipal water supply.” See [www.awwa.org](http://www.awwa.org) and follow its links to information posted under “About AWWA” and “About AWWA Standards” (under “Professional and Technical Resources”).

<sup>38</sup> Tatman Deposition, May 10, 2012, pp. 46-47.

<sup>39</sup> See footnote 155.

**Confidential – Subject to Protective Order**

and steel products made in America can be used in all construction, repair, and maintenance contracts let by public bodies, including the Commonwealth, its political subdivisions, and authorities.<sup>40</sup>

33. The specification of MA Fittings creates a second market, based on price discrimination concerns. For most high-pressure waterworks applications, Fittings manufactured in the United States or abroad compete in the same relevant Fittings product market. McWane sells domestically produced product into this market at prices set by the import product. However, Fittings manufactured abroad cannot substitute for Fittings manufactured domestically whenever MA Fittings is specified. Accordingly, I conclude that two distinct markets are relevant in this matter: a Fittings market consisting of both domestic and imported Fittings and a MA Fittings market consisting of Fittings sold for use in projects in which MA Fittings are specified.<sup>41</sup>

**B. Geographic Market**

34. The relevant geographic market is defined in a manner analogous to the definition of product market. When defining the relevant geographic market for cases in which suppliers deliver their products or services to customers' locations, one starts with a hypothetical firm that is a monopolist seller of the relevant product in a particular location. If the hypothetical monopolist were to impose a SSNIP on the product and a sufficient number of customers would respond by purchasing the product from another location and, as a result, defeat the SSNIP, then

---

<sup>40</sup> The Pennsylvania Steel Products Procurement Act, 73 Pa. Stat. §§ 1881-1887. The definition of "steel products" includes cast iron products. When required by law, such as in Pennsylvania or under the ARRA, public waterworks projects will require MA Fittings under virtually all circumstances. Nonetheless, in certain cases, some negotiations over the extent of a MA Fittings specification may occur.

<sup>41</sup> When MA Fittings are specified because of a preference, rather than law, it is possible that, should the price of MA fittings be sufficiently high, Sigma or Star may convince those responsible for the specification to change it and allow imported fittings. Nonetheless, those water utilities that are bound by law to use MA Fittings establish a distinct discrimination market.

**Confidential – Subject to Protective Order**

this other substitute location should be added to relevant geographic market. Next we consider whether our hypothetical monopolist seller in these two locations could profitably impose a SSNIP, or whether a sufficient number of customers would purchase the product from another substitute location and defeat the SSNIP. When customers can no longer turn to a substitute location to defeat a SSNIP, then the relevant geographic market is the region composed of all the locations in which our hypothetical firm is a monopolist seller of the product.

35. Because Fittings suppliers ship their products nationally from multiple locations, a local distributor can substitute the Fittings of one manufacturer for those of another from virtually any locality in the country. Accordingly, the relevant geographic market is national in scope.<sup>42</sup>

**C. Market Structure**

36. Table 1 provides market shares for McWane, Sigma, and Star, as well as the Herfindahl-Hirschman Index (“HHI”), the standard measure of market concentration. As a group, McWane, Sigma, and Star, account for more than 95 percent of the Fittings sold in the United States.<sup>43</sup>

---

<sup>42</sup> Star and Sigma operate more distribution centers than McWane, and differences in freight costs could make one or more suppliers less attractive substitutes in certain localities. Nonetheless, with the suppliers shipping nationally, this issue does not appear to be of any significance, nor has the issue of price discrimination based strictly on the locations of suppliers and their local distributors.

<sup>43</sup> To avoid double counting, Sigma’s sales do not include its sales of MA Fittings, which are attributed to McWane.

**Table 1**  
**Market Shares and Market Concentration**  
**Domestic and Imported Fittings**  
**24 Inches and Less**

	2007	2008	2009	2010	2011
McWane	47.7%	43.0%	45.5%	50.8%	46.2%
Sigma	32.7%	34.8%	31.9%	26.8%	26.3%
Star	16.5%	19.2%	19.7%	19.4%	24.5%
<i>HHI</i>	3,624	3,430	3,471	3,676	3,428

Notes: Sales are based on tons. I removed Sigma's sales of domestic product, because they were attributed to and accounted for in McWane's sales. McWane, Sigma, and Star's market shares total 97% of U.S. shipments of ductile iron pipe fittings of 24 inches or less. Based on McWane's testimony and documents, I assume that McWane, Sigma, and Star's combined tons of ductile iron pipe fittings of all sizes represent 92% of the total tonnage of domestic and imported ductile iron fittings sold in the U.S. I assume that the remaining 8% includes ACIPCO's sales of 30 inches and above fittings that it produces plus the sales of the small fringe. Using this assumption, and by calculating the total sales of McWane, Sigma, Star, and ACIPCO, I back-out the sales of the other sellers. To be conservative, I attribute this entire share to sales in fittings up to 24 inches in diameter. (ACIPCO's produces no fittings under 30 inches, so such fittings are excluded from all calculations.) This gives the others a 3% share of fittings of 24 inches and less.

See TU-FTC-0010086 – 10089, p. 10087, “2009 Narrative for Long Range Plan”; TU-FTC-0010434 – 10489, p. 10436, “2009 Budget Waterworks Division, Tyler/Union, Rick Tatman”; TU-FTC-0012192, “2011 - 2012 Budget Planning Forecast,” Tab - HDS FEI Growth; Tatman IH, July 21, 2010, p. 102.

Sources: Sigma sales: ItemDescriptions.xls (Sigma); FTC-SIGMA-000001 (Audit Data).mdb; email of Thursday, May 10, 2012 9:20 PM from Jason Leckerman, counsel for Sigma, to Michael Bloom (for info on identifying domestic product). Star sales: STAR0000001\_FTC Docket No. 9351\_Confidential.xlsx; STAR0182054\_FTC Docket No. 9351\_Confidential.xlsx; DALLAS\_2862759\_1.XLS (Star). McWane sales: McWane-007664.xlsx through McWane-007685.xlsx; ACIP000018.xlsx and ACIP000019.xlsx; e-mail of Friday, April 6, 2012 3:23 PM from William Lavery, counsel for McWane, to Linda Holleran (data dictionary).

37. A small group of fringe suppliers import Fittings into the United States. The fringe importers include Serampore Industries (“SIP”), NAPAC, and Genesis Imports and starting in 2009, Electrosteel.<sup>44</sup>

<sup>44</sup> Tatman IH, July 21, 2010, p. 102 – 103 and McWane-007404, slide 7 (although the document, as produced, is dated “1/6/08” on each slide, it is an update from February 9, 2009 (see McWane-007403, an e-mail in which the updated presentation was attached). Mr. Tatman testified that these importers and “half a dozen other very small regional players” (p. 103) sold Fittings in the period of time in which DIFRA operated.

<b>Table 2</b>				
<b>MA Fittings Shipments and Market Shares</b>				
<b>Domestic Fittings 24 Inches and Under</b>				
	<u>Shipments</u>		<u>Market Shares</u>	
	McWane	Star	McWane	Star
<b>2010</b>	20,641	1,012	95.3%	4.7%
<b>2011</b>	11,269	1,145	90.8%	9.2%

Note: Shipments and shares are based on tons. McWane's sales include its sales to Sigma; Sigma is not in the table because it resold McWane's product

Sources: Star sales: e-mail of Friday, April 27, 2012 12:22 PM from Nicole Williams, counsel for Star, to Michael Bloom (that almost always, when domestic material was shipped, it was required); STAR0000001\_FTC Docket No. 9351\_Confidential.xlsx; STAR0182054\_FTC Docket No. 9351\_Confidential.xlsx; DALLAS\_2862759\_1.XLS (Star); e-mail of Thursday, April 26, 2012 7:04 PM from Nicole Williams, counsel for Star, to Michael Bloom (for info on identifying domestic fittings). McWane sales: McWane-007664.xlsx through McWane-007685.xlsx; 2006 Non Dom Mult Maps.pdf McWane-007636 - 007641; 2007 Non Dom Mult Maps.pdf McWane-007642 – 007644; 2008 Non Dom Mult Maps.pdf McWane-007647 – 007650; 2009 Non Dom Mult Maps.pdf McWane-007654 – 007655; 2010 Non Dom Mult Maps.pdf McWane-007658 – 007659; 2011 Non Dom Mult Map.pdf McWane-007661; 2012 Non Dom Mult Map.pdf McWane-007663; e-mail of Wednesday, April 18, 2012 1:33 PM from William Lavery, counsel for McWane, to Linda Holleran (for method to identify domestic sales); e-mail of Monday, May 14, 2012 9:36 AM from William Lavery, counsel for McWane, to Michael Bloom (for DC multipliers that are not represented on multiplier maps); e-mail of Friday, April 6, 2012 3:23 PM from William Lavery, counsel for McWane, to Linda Holleran (data dictionary).

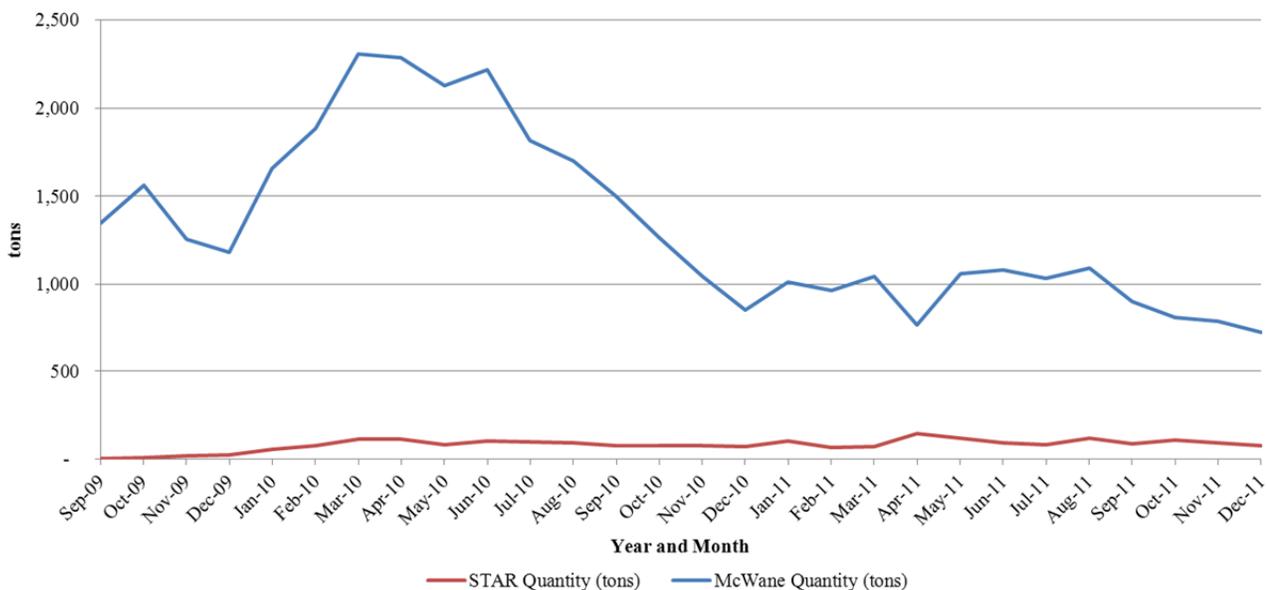
38. The market structure of the MA Fittings market is quite different from that of the Fittings market. For a number of years before 2009, McWane was the sole manufacturer of Fittings in the United States.<sup>45</sup> All Fittings for use in projects specifying MA materials could only be purchased from McWane. That changed in October 2009, when Star first shipped

<sup>45</sup> See Answer of Respondent McWane Inc. to the Federal Trade Commission's Administrative Complaint (Feb. 2, 2012) at ¶ 40.

Fittings manufactured in the United States under tolling contracts with a number of U.S. foundries.<sup>46</sup>

39. As indicated in Table 2, in 2010, Star’s shipments in tons represented 4.7 percent of total MA Fittings shipments, and grew to 9.2 percent in 2011.<sup>47</sup> However, Star saw very little change in its 2011 shipments (1,145 tons) from those of 2010 (1,012 tons).

**Figure 1**  
**Domestic-Only\* Fittings Sales (in Tons) by Month**  
**Diameter 24 Inches and Under**



\* Domestic-Only Sales exclude McWane sales of domestic Fittings sold as part of domestic/import blends.

Note: McWane’s sales include its sales to Sigma; Sigma is not in the figure, because it resold McWane’s product.  
 Sources: Star sales: e-mail of Friday, April 27, 2012 12:22 PM from Nicole Williams, counsel for Star, to Michael Bloom (that almost always, when domestic material was shipped, it was required); STAR0000001\_FTC Docket No. 9351\_Confidential.xlsx; STAR0182054\_FTC Docket No. 9351\_Confidential.xlsx; DALLAS\_2862759\_1.XLS (Star); e-mail of Thursday, April 26, 2012 7:04 PM from Nicole Williams, counsel for Star, to Michael Bloom (for info on identifying domestic fittings). McWane sales: McWane-007664.xlsx through McWane-007685.xlsx; 2006 Non Dom Mult Maps.pdf McWane-007636-007641; 2007 Non Dom Mult Maps.pdf McWane-007642-007644; 2008 Non Dom Mult Maps.pdf McWane-007647-007650; 2009 Non Dom Mult Maps.pdf McWane-007654-007655; 2010 Non Dom Mult Maps.pdf McWane-007658-007659; 2011 Non Dom Mult Map.pdf McWane-007661; 2012 Non Dom Mult Map.pdf McWane-007663; e-mail of Wednesday, April 18, 2012 1:33 PM from William Lavery, counsel for McWane, to Linda Holleran (for method to identify domestic sales); e-mail of Monday, May 14, 2012 9:36 AM from William Lavery, counsel for McWane, to Michael Bloom (for DC multipliers that are not represented on multiplier maps); e-mail of Friday, April 6, 2012 3:23 PM from William Lavery, counsel for McWane, to Linda Holleran (data dictionary).

**D. Pricing**

40. Waterworks projects are local: Typically, a municipality, regional water district, or residential or commercial construction company hires a contractor to extend water and sewer

<sup>46</sup> Star had trivial shipments in September 2009.

<sup>47</sup> Sigma sales of MA Fittings have been attributed to McWane to avoid double counting.

**Confidential – Subject to Protective Order**

lines to a new residential or commercial development or to construct a new water or sewage treatment plant. Accordingly, waterworks products distributors tend to be local, although the entities may be local offices of national companies. The sales data produced by Sigma, Star, and McWane contains shipments to more than 630 distinct waterworks distributors (*not* branch distribution centers) operating in the United States during 2010.<sup>48</sup> Most of these waterworks distributors are small, local companies with just one or a few distribution yards. But a number of regional distributors with local distribution centers in several states play an important role in Fittings distribution. Finally, there are two very large distributors, HD Supply and Ferguson. They are large, national companies that distribute waterworks products throughout the country. Yet, they sell their waterworks products to contractors and municipalities through local branches. HD Supply operates approximately 215 branches that distribute waterworks products at the local level.<sup>49</sup> Ferguson operates 161 branches throughout the country.<sup>50</sup>

41. The Fittings suppliers sell to distributors through a complex institutional process. A supplier's prices depend first on the supplier's list prices and the supplier's "multipliers." Each supplier publishes list prices for the fittings it sells. Each distributor nominally pays prices based on a discount off of the list prices. The discounts vary by state and region of the country and are publicly announced as "multipliers" that equal 1 minus the discount. Thus, if a particular distributor is located in a state in which distributors receive a 70 percent discount off of a supplier's list price, the multiplier is 0.30. The product of the multiplier and the list price is the

---

<sup>48</sup> McWane reported having 242 unique customers in "Memorandum of McWane, Inc. Responding to Commission Staff Questions Regarding the Competitiveness of the Ductile Iron Waterworks Fittings Market in the United States," May 10, 2011 [White Paper submitted to the FTC Staff], p. 16, footnote 58. Sources for 2010 total number of unique distributors: Sigma sales: FTC-SIGMA-000001 (Audit Data).mdb; Star sales: STAR0000001\_FTC Docket No. 9351\_Confidential.xlsx, STAR0182054\_FTC Docket No. 9351\_Confidential.xlsx, DALLAS\_2862759\_1.XLS (Star); McWane sales: McWane-007664.xlsx through McWane-007685.xlsx.

<sup>49</sup> Webb Deposition, May 30, 2012, p. 59.

<sup>50</sup> Thees Deposition, June 1, 2012, p. 11.

**Confidential – Subject to Protective Order**

nominal price of a supplier's fittings, the price a distributor would pay for each fitting if pricing were actually conducted as fittings suppliers would like them to be – completely transparent and stable.<sup>51</sup> McWane published different multiplier maps for its blended fittings, bundles of domestic and imported fittings that compete against imported fittings in the Fittings market, and its domestic fittings, which are sold in the MA Fittings market.<sup>52</sup> It has also published multiplier maps designated for its “program participants” and maps that are not.

42. These nominal prices of fittings can change through either changes in the set of list prices or changes in multipliers. Multipliers tend to change more frequently than list prices. For example, in April 2009 McWane announced that new list prices, LP-5091, would replace the then current list prices, LP-5072, effective May 1, 2009.<sup>53</sup> LP-5072 had been announced on June 4, 2007 and had become effective July 2, 2007.<sup>54</sup> After LP-5072 became effective July 2, 2007, new sets of multipliers became effective later that July, in November 2007, in February 2008, and in July 2008.<sup>55</sup>

43. The price that a distributor actually pays for Fittings tends to differ from the nominal price for a number of reasons. These include: 1.) Special buy programs for some

---

<sup>51</sup> Tatman Deposition, May 10, 2012, pp. 36-37 (describing McWane's preference for stable prices). TU-FTC-0032393 is a spreadsheet that McWane created to analyze of the May 1, 2009 change in its prices that would result from the adoption of both its new set of list prices, LP-5091, and new multipliers that also became effective on May 1, 2009. By following the formulas in the spreadsheet, one can follow how prices change when new multipliers are used with an existing set of list prices, when existing multipliers are used with new list prices, and when new multipliers are used with new list prices.

<sup>52</sup> McWane distinguished between “domestic fittings” and “blended fittings” through its May 1, 2009 set of multiplier maps. (McWane-001633-35.) By no later than January 22, 2010, McWane began publishing multiplier maps distinguishing “non-domestic fittings” from “domestic fittings.” (McWane-015035-37.) From at least the beginning of 2006, McWane has published separate maps with different multipliers for domestic fittings and for non-domestic fitting or blended fittings. That McWane's publishes a separate map for domestic with different multipliers is consistent with my conclusion that there is a distinct domestic market.

<sup>53</sup> TU-FTC-0010299.

<sup>54</sup> TU-FTC-0010293.

<sup>55</sup> McWane-007642; TU-FTC-0010310; TU-FTC-0023404; TU-FTC-0023405; TU-FTC-0023299; McWane-123857. In addition, McWane issued new multipliers limited to Idaho and Montana in April 2008. TU-FTC-0250841.

**Confidential – Subject to Protective Order**

customers; 2.) Project discounts and “one-time pricing”; 3.) Corporate rebates and sometimes branch rebates; 4.) Cash discounts; and 5.) Freight terms.<sup>56</sup> McWane’s rebate programs can include quarterly rebates and annual rebates offered or negotiated with individual distributors, in the cases of high volume distributors,<sup>57</sup> or offered as general programs to others.

44. A major factor that works to undermine price transparency is “project pricing” or “job pricing.”<sup>58</sup> These are additional discounts that suppliers or their sales representatives offer to win bids on specific waterworks projects. This sort of discounting played a key role in the alleged collusive activity of McWane, Star, and Sigma.

**E. The Fittings Market From 2007 Through 2011**

45. The demand for Fittings is based primarily on the demand for new residential construction, coupled with the demand for public water and sewer systems and treatment plants.<sup>59</sup> As indicated in the graph below, the recent housing recession served to significantly depress the demand for Fittings over the 2007-2009 period, although the demand is clearly seasonal. Peak demand clearly falls materially from 2007 to 2008 and then from 2008 to 2009. With the stimulus spending in 2010, demand increased somewhat above what would be expected from the depressed housing market.

---

<sup>56</sup> Bhutada Deposition, May 14, 2012, pp. 17 – 18, 104-06, 109-10.

<sup>57</sup> TU-FTC-0032360; TU-FTC-0011285; TU-FTC-0010147; TU-FTC-0010145; TU-FTC-0010201; McWane-010391; TU-FTC-0020902.

<sup>58</sup> See SIGTP00000024 – 25, p. 25; SIG-0055257 – 58, p. 58; TU-FTC-0011435 – 48, p. 38; SPP006965-66.

<sup>59</sup> McCullough IH, August 12, 2010, pp. 121 – 122 (housing starts); United States International Trade Commission, *Certain Ductile Iron Waterworks Fittings From China*, V-5 - V-6 (2003).

Figure 2



Sources: Housing starts: <http://www.census.gov/construction/c30/totpage.html>. Sigma sales: ItemDescriptions.xls (Sigma); FTC-SIGMA-000001 (Audit Data).mdb; e-mail of Thursday, May 10, 2012 9:20 PM from Jason Leckerman, counsel for Sigma, to Michael Bloom (for info on identifying domestic product); SIG - 0023918. (Note: I removed Sigma's sales of domestic products, because they were attributed to and accounted for in McWane's sales.) Star sales: STAR0000001\_FTC Docket No. 9351\_Confidential.xlsx, STAR0182054\_FTC Docket No. 9351\_Confidential.xlsx, DALLAS\_2862759\_1.XLS (Star). McWane sales: McWane-007664.xlsx through McWane-007685.xlsx, e-mail of Friday, April 6, 2012 3:23 PM from William Lavery, counsel for McWane, to Linda Holleran (data dictionary).

### III. McWane, Sigma, and Star Fixed Prices for Ductile Iron Fittings

#### A. Oligopoly and Collusion

46. The market for the sale of Fittings in the United States is an oligopoly.

Oligopolies are markets characterized by a few large firms selling all or most of the market's output. As I discussed in the previous section, the dominant sellers, McWane, Sigma, and Star, supply more than 95 percent of the Fittings sold in the United States,<sup>60</sup> and each firm is acutely aware that its pricing and output policies are interdependent with the pricing and output policies of the two other firms.<sup>61</sup>

47. Because there are few firms in an oligopoly, each firm's profit maximizing price and output decision depends on the price, output, and strategic behavior of each of the other firms in the market. Thus, to maximize its profits, an oligopolist must account, in its strategic decision-making, for the likely strategic reactions of other oligopolists. By recognizing their mutual interdependence, firms in oligopolies may be able to develop strategies through observations associated with their ongoing interactions in the market that tend to promote cooperative behavior and diminish competitive behavior. This sort of strategic behavior by firms in an oligopoly may allow them to jointly obtain prices and profits that exceed competitive levels.<sup>62</sup>

48. The term that economists use to denote strategies and business practices that promote cooperation for the purpose of jointly obtaining anticompetitive outcomes is

---

<sup>60</sup> See Table 1. As previously described, Fittings refers to ductile iron pipe fittings of 24 inches in diameter or less.

<sup>61</sup> McCutcheon IH, October 12, 2010, pp. 383-387 (describing a relatively high level of transparency for rivals' transaction prices).

<sup>62</sup> As noted by David Colander, "In oligopolies all decisions, including pricing decisions, are strategic decisions. Collusion is much easier." Colander, David C., *Microeconomics*, 8<sup>th</sup> ed. (Boston: McGraw-Hill Irwin, 2010), p. 367.

**Confidential – Subject to Protective Order**

“coordinated interaction.” The 2010 *Horizontal Merger Guidelines* defines coordinated interaction as conduct by multiple firms that is profitable for each only as a result of the accommodating reactions of the others. These reactions can dampen a firm’s incentive to offer customers better deals by undercutting the extent to which such a move would win business away from rivals. “They also can enhance a firm’s incentive to raise prices by assuaging the fear that such a move would lose customers to rivals.”<sup>63</sup> As further described in the 2010 Horizontal Merger Guidelines,

Coordinated interaction includes a range of conduct. Coordinated interaction can involve the explicit negotiation of a common understanding of how firms will compete or refrain from competing. Such conduct typically would itself violate the antitrust laws. Coordinated interaction also can involve a similar common understanding that is not explicitly negotiated but would be enforced by the detection and punishment of deviations that would undermine the coordinated interaction. Coordinated interaction alternatively can involve parallel accommodating conduct not pursuant to a prior understanding. Parallel accommodating conduct includes situations in which each rival’s response to competitive moves made by others is individually rational, and not motivated by retaliation or deterrence nor intended to sustain an agreed-upon market outcome, but nevertheless emboldens price increases and weakens competitive incentives to reduce prices or offer customers better terms. Coordinated interaction includes conduct not otherwise condemned by the antitrust laws.<sup>64</sup>

49. There is a fundamental conflict that tends to undermine coordinated interaction by firms in an oligopoly. Jointly, the firms can obtain higher profits through coordination and accommodation. However, if any given firm believes that its rivals have decided to follow strategies to maintain high prices and profits jointly, then it can further increase its profits by secretly shaving its prices and taking business (and profits) away from its rivals. Yet, as firms in

---

<sup>63</sup> 2010 *Horizontal Merger Guidelines*, Section 7, p. 24. The 2010 *Horizontal Merger Guidelines* concern the approach that the Antitrust Division of the Department of Justice and the Federal Trade Commission take to the investigation and enforcement of antitrust laws with respect to mergers. Nonetheless, this description of coordinated interaction reflects current economic research and consensus on the strategic and potentially anticompetitive behavior of firms in oligopolies generally and is not limited to just merger analysis.

<sup>64</sup> *Ibid.* Section 7, pp. 24 – 25.

## Confidential – Subject to Protective Order

the oligopoly maximize their profits through secret price cutting, market prices fall lowering every firm's prices and profits.

50. Reaching and sustaining coordinated interaction requires that several challenges be overcome. Although speaking specifically of cartelization, Margaret C. Levenstein and Valerie Y. Suslow group into three categories the challenges facing all sellers seeking to coordinate:

- A. Selecting and coordinating the behavior of cartel participants on mutually consistent, collusive strategies;
- B. Monitoring the behavior of cartel participants to detect and deter defections from these collusive strategies; and
- C. Preventing entry (or expansion) by non-cartel firms.<sup>65</sup>

51. George Stigler, in his seminal 1964 article, "A Theory of Oligopoly," significantly advanced the analysis of coordinated interaction.<sup>66</sup> Stigler provided a theory of oligopoly that identified characteristics of markets, products, and firms that promote or impede successful coordination, and thus, the characteristics that make coordinated interaction, including collusion, more or less likely. First, Stigler observed that coordinated interaction requires more

---

<sup>65</sup> Levenstein, Margaret C. and Valerie Y. Suslow, "What Determines Cartel Success," *Journal of Economic Literature* XLIV (2006), pp. 43 – 95. Levenstein and Suslow survey and analyze a large number of economic studies of cartels. They report that the one paper in their survey that looked at cartel duration found that they lasted on average about 5 years, but with a fairly high variance. Although concentration tended to aid cartel stability, industry associations facilitated cartel formation in less concentrated industries, and by increasing profitability, cartels helped marginal firms survive, which then tended to reduce concentration. Demand instability, particularly unanticipated shocks, undermined cartel stability, but commonly known cyclical fluctuations had little impact on cartel stability. Levenstein and Suslow concluded that, "Successful cartels develop mechanisms for sharing information, making decisions, and manipulating incentives through self-imposed carrots and sticks." (p. 86) Also see, Connor, John M., *Price-Fixing Overcharges: Revised 2<sup>nd</sup> Edition* (2010), Social Science Research Network ("SSRN"), available at <http://ssrn.com/abstract=1610262>.

<sup>66</sup> Stigler, George J., "A Theory of Oligopoly," *Journal of Political Economy* 72 (1964) pp. 44-61. For an extensive discussion of Stigler's "A Theory of Oligopoly" and the influence that it still has on antitrust analysis and enforcement policy, see Carlton, Dennis W. and Sam Peltman, "Introduction to Stigler's Theory of Oligopoly," *Competition Policy International* 6, Autumn 2010, pp. 238 – 251.

## Confidential – Subject to Protective Order

than just recognition of interdependence among rivals to succeed. After Stigler, others, particularly George Hay and Daniel Kelly, further analyzed the features of oligopolistic markets that render them more or less conducive to coordination.<sup>67</sup>

52. According to Stigler, Hay and Kelly, and others, these features include: 1.) High concentration; 2.) Few rivals; 3.) Product homogeneity; 4.) Inelastic demand; 5.) Price transparency; 6.) Trade association; 7.) Information exchange; 8.) Unconcentrated buyers; 9.) Barriers to entry; and 10.) Industry social structure.<sup>68</sup> With respect to “Industry Social Structure,” Hay and Kelly wrote,

In the formative stages of a conspiracy, unless it is organized under the aegis of an organization such as the NRA, someone must take the lead in making the contacts and organizing the meetings. Given the illegality of such arrangements some competitors must be coaxed into joining, and a dominant individual will often overcome the inertia and take the lead.<sup>69</sup>

53. Although characteristics such as these may make coordinated interaction more likely, not all of these characteristics are necessary for successful coordination to occur. The critical element that Stigler emphasizes for coordination is not really a characteristic of a market, product, or firm so much as a function of them: the ability to enforce consensus. Stigler notes that if any member of a price agreement can secretly violate it, the firm will gain more profits by doing so than by conforming to it. According to Stigler,

It is, moreover, surely one of the axioms of human behavior that all agreements whose violation would be profitable to the violator must be enforced. The literature of collusive agreements, ranging from the pools of the 1880’s to the electrical conspiracies of recent times, is replete with instances of the collapse of

---

<sup>67</sup> Hay, George A. and Daniel Kelly, “An Empirical Survey of Price Fixing Conspiracies,” *The Journal of Law and Economics* 17 (1974), pp. 13 – 38.

<sup>68</sup> The list here is not intended to be exhaustive, and virtually any undergraduate textbook on Industrial Organization will contain a chapter on coordinated interaction (or collusion) that discusses the many market, product, and firm characteristics that may be conducive to coordination.

<sup>69</sup> Hay and Kelly, p. 16.

**Confidential – Subject to Protective Order**

conspiracies because of "secret" price cutting. . . . But no conspiracy can neglect the problem of enforcement.<sup>70</sup>

Because no conspiracy can neglect the problem of enforcement, no conspiracy can neglect the problem of identifying instances or patterns of secret price cutting.

54. Stigler advanced the idea that cartel participants can track changes in sales patterns to detect (and thus deter) competitive pricing in the marketplace. Stigler's model suggests that detection of competitive conduct [i.e., price cutting] is easiest when information on prices and sales is readily available. It is also possible to infer the likelihood of pro-competitive conduct from the totality of the evidence. Such an inference is more likely when the number of buyers served by each competitor is relatively stable (customer switching leads to inference of discount pricing, even though little market share may be lost), the market is relatively stable (buyers grow or shrink slowly, so they are less likely to switch suppliers for reasons unrelated to discounts), and the industry is relatively static (few new buyers exist to disrupt historical business relationships). If pro-competitive conduct can be readily identified and punished, it is less likely to occur in the first place.

55. The limited number of firms in an oligopoly may make it feasible for the firms to communicate and come to mutual understandings through a series of reactions to changes in price or other strategic factors (e.g., capacity or technology). Such communication may allow the rival firms to reach agreements intended to maximize joint profits without explicitly colluding through meetings, phone calls, or other direct means. As Hay and Kelly suggest above (see paragraph 52), with just a few large firms in an oligopoly, social interactions prompted by a dominant or popular personality or by social events at industry conventions or trade shows may give rise to the sort of casual, informal communication that can lead to understandings regarding

---

<sup>70</sup> Stigler, "A Theory of Oligopoly," p. 46.

## Confidential – Subject to Protective Order

prices and pricing behavior. It is important to note that these communications move beyond the purely tacit mechanisms envisioned in independent pricing decisions. By taking explicit actions to communicate in any way, shape, or form prior to unilaterally setting competitive variables, firms may be able to increase the probability of sustaining prices above the competitive level.

56. Barriers to entry prevent or delay competition from entrants that might otherwise undermine coordinated behavior among incumbent firms. As discussed in more detail in Section IV,<sup>71</sup> antitrust barriers to entry may not fully preclude firms from becoming new suppliers in a market, but they delay the growth of entrants and the time they need to reach a minimum efficient scale. By doing so, antitrust barriers to entry impede entrants ability to attain competitive significance in the market.<sup>72</sup>

57. Informal or social communication can promote cooperative behavior by rivals in an oligopoly in a number of ways. It can create personal relationships among managers of rival firms that promote high degrees of predictability and trust. And despite the characterization of informal communication as “cheap talk,” Joseph Farrell and Matthew Rabin agree that “talk is cheap” in that “it does not *directly* affect payoffs,” but observe that

given that people respond to it, talk definitely affects payoffs. A misinformed listener will do something that is not optimal for himself and, if their interests are sufficiently aligned, this is bad for the speaker too. In a nutshell, this is how cheap talk can be informative in games, even if players ruthlessly lie when it suits them.<sup>73</sup>

---

<sup>71</sup> See paragraphs 130 – 132 in Section IV.

<sup>72</sup> For a discussion of the term “antitrust barrier to entry” see Schmalensee, Richard, “Sunk Costs and Antitrust Barriers to Entry,” *The American Economic Review*, 94, Papers and Proceedings of the One Hundred Sixteenth Annual Meeting of the American Economic Association, San Diego, CA, January 3-5, 2004 (May 2004), pp. 471-475, p. 471; McAfee, Preston R., Hugo M. Mialon, and Michael A. Williams, “What Is a Barrier?,” *The American Economic Review*, 94, Papers and Proceedings of the One Hundred Sixteenth Annual Meeting of the American Economic Association, San Diego, CA, January 3-5, 2004 (May, 2004), pp. 461-465.

<sup>73</sup> Farrell, Joseph and Matthew Rabin, “Cheap Talk,” *Journal of Economic Perspectives* 10 (Summer 1996), pp. 103 – 118. Quoted from page 104 (italics added).

**Confidential – Subject to Protective Order**

Thus, informal communication, although perhaps just “cheap talk,” may convey information that reduces uncertainty and promotes coordination because it helps “align” the interests of otherwise rivalrous firms. By doing so, the talk increases the likelihood that price increases can be successfully imposed and maintained.

58. Uncertainty regarding the behavior of rivals can lead to price cutting by encouraging firms to cheat on their rivals before their rivals can cheat on them. That is, the lack of trust in rivals (as well as the lack of an enforceable agreement) creates or enhances the uncertainty that each firm in an oligopoly faces with respect to the likelihood that a rival will cheat. By promoting trust through the personal relationships that casual social interactions encourage and by promoting casual communication, even if it is only “cheap talk,” informal communication reduces uncertainty with respect to rivals’ willingness to secretly cut prices, which acts to maintain high prices, which lowers consumer welfare.

59. Firms in a market may also agree on the adoption of certain practices that assist in the creation or maintenance of supra-competitive pricing. Participation in trade association activities may facilitate coordination, including collusion. At the same time, some of these activities can be efficient and beneficial both to firms and consumers. For example, trade associations can support research leading to improved products or lower-cost methods of production. Trade associations may establish standards that benefit consumers by ensuring compatibility or safety, while promoting price competition. Trade associations can also provide training and other professional development activities for members’ employees, expose members to existing production technologies and competing suppliers through trade shows, and promote members’ goods or services to consumers.

## Confidential – Subject to Protective Order

60. Nonetheless, the creation of a trade association may also facilitate collusion by facilitating the exchange of competitively sensitive information and facilitating more general communication among executives of the rival firms in an oligopoly. Indeed, the relationship between trade associations and collusion is a long noted empirical regularity. As discussed by Joseph E. Harrington, Jr.,

It has been documented that trade associations are used as a cover for cartel meetings, and more to the point, trade associations have been created for that express purpose. For example, the Amino Acid Manufacturers International Association was formed by members of the lysine cartel (Connor 2001) and the Oklahoma Highway Department only started receiving identical bids at procurement auctions some time after the Asphalt Refiners Association was formed (Funderburk 1974).<sup>74</sup>

More recently, trade associations facilitated price fixing in the citric acid industry and the vitamin industry.<sup>75</sup>

61. Game theory provides economists with additional tools to model and analyze strategic coordination among sellers within an oligopoly. Game theory has been defined as, “a mathematical method for analyzing strategic interaction.”<sup>76</sup> In industrial organization, game theory is particularly well-suited for modeling and analyzing oligopoly because recognition of mutual interdependence gives rise to profit-maximizing strategies that must incorporate expectations of the profit-maximizing strategies of rivals. By allowing economists to formally

---

<sup>74</sup> Harrington, Joseph E. Jr., “Detecting Cartels,” *Handbook of Antitrust Economics*, ed. Paolo Buccirossi, (Cambridge: The MIT Press, 2008), Chapter 6, pp. 213 – 258. The section quoted is on p. 220. Citations incorporated in the quote are: Connor, J.M., *Global Price Fixing: Our Customers are the Enemy* (Boston: Kluwer Academic, 2001) and Funderburk, D. R., “Price Fixing in the Liquid-asphalt Industry: Economic Analysis Versus the ‘Hot Document,’” *Antitrust Law and Economics Review* (1974), pp. 61 – 74. Also see Levenstein, and Suslow, footnote 65 above.

<sup>75</sup> See Connor, John M., *Global Price Fixing* 2<sup>nd</sup> ed. (Berlin: Springer-Verlag, 2008). Connor provides detailed descriptions of the Citric Acid Cartel, the Lysine Cartel, and the Vitamin Cartel.

<sup>76</sup> The quote is from the Royal Swedish Academy of Sciences press release announcing its decision to award the 1994 Nobel Prize in Economics to John C. Harsanyi, John F. Nash Jr., and Reinhard Selten. They received the award based on their pioneering analysis of the principal aspect of game theory, the concept of equilibrium, which is used to make predictions about the outcome of strategic interaction. See [http://www.nobelprize.org/nobel\\_prizes/economics/laureates/1994/press.html](http://www.nobelprize.org/nobel_prizes/economics/laureates/1994/press.html).

## Confidential – Subject to Protective Order

model these strategic interactions among rival oligopolists, game theory has given rise to an extensive literature studying how characteristics of markets and changes in those characteristics, may affect equilibrium prices and consumer welfare.

62. Although game theory can incorporate strategic decision making into its models, its use has certain limitations. The Cournot and Bertrand models of oligopoly, two very early models of oligopoly based on game theory, are “static” single-period games that cannot analyze how repeated interaction affects outcomes.<sup>77</sup> Modern oligopoly theory, therefore, has developed through the analysis of models of repeated games (“supergames”) in which oligopolists compete in period after period. By allowing economists to analyze equilibrium strategies over more than a single period, multi-period models provide economists with the tools to develop models that better predict behavior in actual oligopoly markets.

63. One weakness of supergames, however, is that they may allow for an infinite number of equilibriums, some of which may be welfare reducing (i.e., anticompetitive) and others of which may be welfare enhancing (pro-competitive). In addition, the conclusions that are drawn from the models can be very sensitive to small changes in assumptions or parameters of the model. Nevertheless, game theory has provided, and still provides, helpful insight into the effect on prices of different strategies applied in markets having varying characteristics, particularly game theoretic models of oligopoly. They highlight that oligopolists who alter the “rules” of their interaction to facilitate speedier detection and punishment of defectors from the industry profit-maximizing price are more likely than otherwise to gain and maintain supra-

---

<sup>77</sup> Cournot assumed that an oligopolist sets its output level under the assumption that its rivals’ output will not change. Bertrand assumed that an oligopolist sets its price under the assumption that its rivals’ prices will not change. Although the models appear similar and were both based on the same assumptions of homogeneous goods, a constant marginal cost, and a simple linear demand curve, the equilibrium prices and quantities obtained by the two models are very different. The Cournot equilibrium price and output level lies between the monopoly price and output level and the competitive price and output level, depending on how many firms sell in the oligopoly market. The Bertrand equilibrium is the competitive price and output level.

## Confidential – Subject to Protective Order

competitive prices.<sup>78</sup> As Stigler, and others, have suggested, economic analysis of market behavior can allow us to detect these problematic agreements.<sup>79</sup>

**B. The Fittings Market is Highly Susceptible to Collusion**

64. I previously identified market and product conditions and business practices that are conducive to coordination, including explicit collusion. The extensive record in this matter indicates that the Fittings market exhibits many of these characteristics. Accordingly, I conclude that the Fittings market is highly susceptible to collusion.

65. High Concentration: The Fittings market is characterized by very high concentration. As discussed in Section II above and shown in Table 1, the HHI in the Fittings market is very high. For each year over the period 2007 – 2011 the HHI exceeded 3400,<sup>80</sup> and an HHI above 2,500 is classified by federal antitrust enforcement agencies as reflecting a highly concentrated market.<sup>81</sup>

66. Few Rivals: The Fittings market is characterized by few sellers of any significance. McWane, Sigma, and Star supply over 95 percent of Fittings sold in the United

---

<sup>78</sup> For a discussion of infinitely repeated games and strategies and parameters that promote compliance with collusive understandings among rivals in an oligopoly, see Pepall, Lynne, Daniel J. Richards, and George Norman, *Industrial Organization: Contemporary Theory and Practice*, 2<sup>nd</sup> ed. (Mason, OH: South-Western – Cengage Learning, 2002), pp. 368 – 374.

<sup>79</sup> See Coate, Malcolm B., “Alive and Kicking: Collusion Theories in Merger Analysis at the Federal Trade Commission,” *Competition Policy International* 4 (Autumn 2008), pp. 145 – 174, at pages 150 – 151.

<sup>80</sup> See Table 1.

<sup>81</sup> For a discussion of the degrees of concentration as measured by the HHI, see the *Horizontal Merger Guidelines*, pp. 18 – 19. Although, this particular discussion of the HHI is in the context of merger analysis, the HHI is generally used by economists to measure market concentration for any research or analysis in which market concentration is relevant – not just merger analysis and not just antitrust analysis. Merger analysis incorporates the HHI because mergers raise concentration, and, “The higher the post-merger HHI and the increase in the HHI, the greater are the Agencies’ potential competitive concerns. . . .” (p. 19). It is the link between high concentration and the potential for coordinated interaction, particularly in homogeneous product markets, that raises the competitive concerns.

**Confidential – Subject to Protective Order**

States. The remaining amount, less than 5 percent, is divided among a number of small, fringe companies.<sup>82</sup>

67. Unconcentrated Buyers: Although just a few firms import or produce Fittings, their distributor-customers are often small, local companies. McWane alone has over 240 distinct distributor-customers,<sup>83</sup> and McWane, Star, and Sigma together sold to over 630 distinct distributors (not branches) during 2010.<sup>84</sup> HD Supply and Ferguson are exceptions. These are large national companies that together have about a 50 percent share of the distribution market.<sup>85</sup>

68. Product Homogeneity: Fittings of any particular size or shape are homogeneous commodity products manufactured to meet industry-wide standards.<sup>86</sup> One supplier's 4-inch, 90-degree bend, mechanical joint compact Fittings are virtually identical to any other supplier's 4-inch, 90-degree bend, mechanical joint compact Fittings. Therefore, no incumbent could maintain a nominal consensus price while effectively cheating through the pricing of distinct product features or bundles of features. Nor could an incumbent conceal effective cheating through the addition of new features, the improvement of existing features, or otherwise improving quality, while outwardly appearing to maintain a consensus price.

69. Inelastic Demand: The demand for ductile-iron fittings is highly inelastic over the range of prices germane to Fittings transactions. This is because, for water distribution and

---

<sup>82</sup> See Table 1.

<sup>83</sup> See "Memorandum of McWane, Inc. Responding to Commission Staff Questions Regarding the Competitiveness of the Ductile Iron Waterworks Fittings Market in the United States," May 10, 2011 [White Paper submitted to the FTC Staff], p. 16, footnote 58. McWane sales data contained over 300 customers (by unique customer number) over the 2007 – 2011 period. McWane-007664.xlsx – McWane-007685.xlsx.

<sup>84</sup> See Sigma sales: FTC-SIGMA-000001 (Audit Data).mdb, email of Thursday, May 11, 2012 10:26 AM from Jason Leckerman, counsel for Sigma, to Michael Bloom (for info on identifying domestic product); Star sales: STAR0000001\_FTC Docket No. 9351\_Confidential.xlsx, STAR0182054\_FTC Docket No. 9351\_Confidential.xlsx, DALLAS\_2862759\_1.XLS (Star); McWane-007664.xlsx through McWane-007685.xlsx.

<sup>85</sup> Thees IH, November 16, 2010, pp. 87-88.

<sup>86</sup> Standards for Fittings were developed jointly by the American National Standards Institute and the American Water Works Association.

## Confidential – Subject to Protective Order

treatment systems, no economically relevant or practical substitute for ductile-iron fittings exists. Moreover, Fittings costs represent a very small share of the overall cost of constructing a waterworks system or plant—approximately 5 percent of the total project cost.<sup>87</sup> Finally, decisions to build or repair waterworks systems or treatment plants depend on many factors unrelated to the cost of Fittings. These include such things as 1.) The age and condition of existing water works facilities and pipelines; 2.) The size of the plant to be built; 3.) The rate of growth in the municipality; 4.) The state of local real estate markets, municipal budgets, and so forth.<sup>88</sup>

70. Inelastic demand for Fittings indicates that the rewards from price cutting are likely to be small and the rewards from collusion are likely to be large. As noted by Hay and Kelly, “The more inelastic is industry demand, the greater are the potential rewards to the price fixers.”<sup>89</sup>

71. Price Transparency: Transparency of pricing also is conducive to coordination. In particular, transparency of pricing is one way of providing a relatively sure means for rivals to detect cheating on any consensus price, which increases the risk of its punishment and thereby creates a disincentive for such cheating in the first instance. Although list prices and “multipliers” are published, the prices that distributors actually pay are often very different from those implied by the list prices and multipliers.<sup>90</sup> Fittings suppliers offer various types of

---

<sup>87</sup> Tatman Deposition, May 10, 2012, p. 18 (McWane estimates Fittings represent 5% of the cost of a waterworks job).

<sup>88</sup> McCullough IH, August 12, 2010, pp. 121-122 (housing starts); United States International Trade Commission, *Certain Ductile Iron Waterworks Fittings From China*, V-5 - V-6 (2003).

<sup>89</sup> Hay and Kelly, p. 15.

<sup>90</sup> As I discussed in Section II, nominally, waterworks distributors are charged a price for Fittings that reflects a discount off of the supplier’s list price. The multiplier is 1 minus the discount. That is, if a distributor receives a 60 percent discount, then the price they are nominally expected to pay is 40 percent of the supplier’s list price. The multiplier in this case is .40.

**Confidential – Subject to Protective Order**

discounts and rebate programs to distributors. Project pricing, in which a supplier's sales representatives offers additional discounts to distributors to help them win bids for specific projects, has been a common problem often blamed for price "instability."<sup>91</sup>

72. Trade Association: Trade associations can be beneficial to both the firms in an industry and consumers. However, trade associations also may facilitate collusion and have been associated with past price fixing conspiracies. DIFRA, the trade association created by Fittings suppliers, is central to the allegations of collusion by McWane, Star, and Sigma.

73. Barriers to Entry: Antitrust barriers to entry may fully preclude firms from becoming new suppliers in a market, or they may delay the growth of entrants and their ability to attain competitive significance. In the Fittings market, distributors provide manufacturers with critical services necessary for success in the market. Building a network of distributors can be a long and arduous task. Existing distributors already have business relationships with incumbent firms, and agreeing to sell the Fittings of a previously unknown firm can pose significant risks to distributors until the entrant has proven its quality and reliability. For an entrant, the time and cost of negotiating sales agreements with a large number of individual distributors located in cities and counties throughout the U.S. limits the speed of entry. Accordingly, this need to develop a network of local distributors could facilitate collusion by acting to keep concentration high, with McWane, Sigma, and Star as the only suppliers of any significance in the market.

74. Industry Social Structure: The Fittings market also exhibits regular interaction and communication among suppliers' senior executives. Certain senior executives at McWane, Sigma, and Star have known each other for many years. Sigma's president, Victor Pais, started

---

<sup>91</sup> SIGTP00000025 – 26, at 26; SIG-0055257 – 58, at 58; TU-FTC-0011435 – 48, at 38; SPP006965-66.

**Confidential – Subject to Protective Order**

Star Pipe and initially was its only employee.<sup>92</sup> Mr. Pais has known Star’s president and CEO, Ramesh Bhutada since 1977.<sup>93</sup> In 1985, Mr. Pais, along with his partner, Siddharth Bhattacharji, founded Sigma.<sup>94</sup> Mr. Pais also has a “mutually trusting and mutually respectful”<sup>95</sup> relationship with Ruffner Page, the CEO of McWane. The two met numerous times in 2007 and 2008 to discuss business opportunities and challenges.<sup>96</sup> The record describes dinners between Star and Sigma executives and McWane and Sigma executives.<sup>97</sup> The record indicates that Mr. Pais is particularly interested in socially engaging executives of McWane and Star to “make peace” and stabilize the markets.<sup>98</sup>

**C. McWane, Sigma, and Star Explicitly Colluded**

75. McWane, Sigma, and Star took advantage of the characteristics of Fittings and the Fittings market to embark on a course of action that allowed them to collude explicitly. As a result of these actions, McWane, Sigma, and Star at times successfully raised and maintained prices above those that would have otherwise prevailed. As economic theory predicts, cheating ultimately caused the cartel to collapse, but consumers were harmed, nonetheless.

76. Reaching this collusive agreement appears to have involved a multi-stage process in which the firms first agreed to reduce or eliminate discounting. Then they agreed to exchange

---

<sup>92</sup> Pais IH, July 23, 2010, pp. 7–8.

<sup>93</sup> Ibid. at p. 8.

<sup>94</sup> Ibid. at pp. 8–9.

<sup>95</sup> SIG-0002602-610, p. 605.

<sup>96</sup> Pais and Page met numerous times in 2007 and 2008 to discuss business opportunities and challenges. Pais Deposition, May 31, 2012, see e.g. pp. 18-22, 197 – 251; Page Deposition, May 24, 2012, see e.g. pp. 28-35, 80-93, 106-110, 183-190, 240, and 245-254.

<sup>97</sup> See e.g. Tatman (McWane) dinner with McCutcheon (Star) on Mar. 27, 2008, Tatman Tr; numerous meetings between Pais (Sigma) and Page (McWane), Pais Deposition, May 31, 2012, pp. 197-251; Pais (Sigma) lunch with McCutcheon (Star) on Feb. 19, 2008, SIG-0058408 and SIG-0053608.

<sup>98</sup> See SIG-0058000-03 at 00 (“We need to earn their TRUST and CONFIDENCE in our plan to improve the industry.”); SIGTP00016204-06 (“This is a huge step by SIGMA and Star, in being able to demonstrate our willingness and commitment to strengthen our industry and signal our willingness to grow in an [sic] responsible manner.”); McCutcheon IH, October 12, 2010, pp. 226–230.

**Confidential – Subject to Protective Order**

output information and they collusively fixed prices. The exchange of output information facilitated the agreement by providing the firms a method to assure themselves that rivals actually implemented and maintained the collusively agreed to prices. The agreement collapsed, possibly driven by further declines in demand and discord over the ARRA's Buy American provision.

77. Executives from McWane, Sigma, and Star regularly communicated with each other on strategies to sustain higher Fittings pricing. Their communication was overt at times, taking place at in-person meetings, during conversations over the phone, in e-mails, at trade shows, and over dinner.<sup>99</sup> At other times, the communication was indirect; the firms used price announcements that they would send to customers as a means of sending messages surreptitiously to one another. The communication succeeded in establishing terms of a consensus effort to reduce or eliminate discounting, and the actions undertaken by the firms constituted adherence to it. As discussed in Section II, competition in the Fittings market generally involves discounts off of a nominal price (itself established by the product of the published multiplier and the published list price for the fitting). Multipliers and list prices are transparent, while the various discounts are confidential.<sup>100</sup>

---

<sup>99</sup> See McCutcheon IH, vol. 2, May 4, 2011, pp. 219 -231; SIG-0054525 (e-mail from Mitchell Rona to Siddharth Bhattacharji and Victor Pais discussing conversation with Rick Tatman, at 526: "He said he hears that some of the new prices in the market are being compromised with deals. He hopes the market will improve and hopes do our part.") Also see, SIG – 0059439 (e-mail from Mitchell Rona to his colleagues at Sigma discussing conversation with Rick Tatman) "Rick was upset by the numbers in Florida and California based on what he has seen from us and Star. He said the .26 and .30 [multipliers] respectively were available from us both without any second thought," McCutcheon Dep. 227:22 – 228:8; McCutcheon IH 257:7 – 258:18 (testifying about having a conversation with Rick Tatman about new price lists); Second Declaration of Factual Statement of Dan McCutcheon (May 25, 2011).

<sup>100</sup> Distributors also may obtain rebates based their quarterly or annual purchases from a specific supplier. Larger distributors may negotiate individually with suppliers to obtain better rebate terms. Thirty-two small distributors formed a buying group, The Distribution Group ("TDG"), to obtain a negotiating position on rebates similar to those of the national distributors, HD Supply and Ferguson.

## Confidential – Subject to Protective Order

78. In late 2007, Sigma announced a price increase that would be effective January 2, 2008.<sup>101</sup> Whereas Star quickly followed,<sup>102</sup> McWane held back to the others' dismay.<sup>103</sup> On December 20, 2007 Sigma announced that it was putting its previously announced price increase on hold, indicating that it was doing so because McWane had not followed with a price increase of its own.<sup>104</sup> This pricing episode appears to have inspired McWane executives to consider ways to exploit their mutual dependence through communications with its rivals.<sup>105</sup>

79. On January 30, 2008, Rick Tatman sent an e-mail to Leon McCullough discussing the potential advantages and disadvantages of selling 3 inch to 8 inch Fittings to Sigma at \$1,220 per pound.<sup>106</sup> The first item listed under the heading "Potential Advantages" is

Awareness within Sigma that our costs on the Disa are competitive with China[.] There is a theory that our ability to stabilize the market is tied to our competitor's perception of our cost structure and our ability to sustain aggressive pricing if our share position is threatened.<sup>107</sup>

80. Mr. McCullough replied with an e-mail containing his comments written following each individual item listed.<sup>108</sup> After the first item under "Potential Advantages," he wrote, "This is a good thing,"<sup>109</sup> and on February 1, 2008, Mr. Tatman sent an e-mail to Sigma's Victor Pais with the offer he had described to Mr. McCullough two days before.<sup>110</sup>

---

<sup>101</sup> See SIGTP00000011; McWane-002051.

<sup>102</sup> See McWane-002051; SIGTP00000024.

<sup>103</sup> Ibid.

<sup>104</sup> SIGTP00000011.

<sup>105</sup> McWane-002051; TU-FTC-0011435-448, at 438.

<sup>106</sup> McWane-002061.

<sup>107</sup> McWane-002061; see also McWane-002443-44 (Tatman email to Page ("supplying that quote should reinforce the point that with the DISA and our TXX facility we're in a very different competitive cost game than what they've been used to with us.")).

<sup>108</sup> McWane-002063-64.

<sup>109</sup> Ibid. at p. 002063.

<sup>110</sup> SIG-0053397.

## Confidential – Subject to Protective Order

81. Although negotiating the deal took some time, word of Sigma's purchase of fittings from McWane and its competitive implications were clearly conveyed to Star as well. Star's Dan McCutcheon viewed the sale exactly as Mr. Tatman expected. In an e-mail to other Star executives he wrote:

Sigma recently bought 8 t/l's from tyler [McWane] because sigma said "they could buy them for 15% cheaper from tyler than they could get them from china". After the 8t/l's, tyler would not take any more orders. My Guess is tyler took these orders to try to make a point. During the negotiation, tyler stated that they are now the low cost producer and said they could prove it. I think there is some exaggeration in this statement, but I believe the core point.<sup>111</sup>

82. That McWane offered to sell Fittings to Sigma, but, at the same time, refused to consider further orders, might at first appear odd given the difficulty in making any Fittings sales on account of the steep decline in demand. However, as explained above by Mr. Tatman, the purpose of the sale was not to just generate revenue, but to convey to Sigma and Star the implied threat that if they did not agree to transparently reduce their own discounting, McWane's lower costs would allow it to price very aggressively.<sup>112</sup>

83. In seeking the pricing agreement with Star and Sigma, McWane intended to take advantage of the cost pressures facing Sigma and Star on account of the high and rising inflation in China and the rising cost of iron throughout Asia. Because Star and Sigma imported the Fittings that they sold (mostly from China, in the case of Star, and from China and India, in the case of Sigma), the sharply increasing prices in Asia had a disproportionate effect on their costs. Although Tyler imported Fittings manufactured at its Tyler Xian Xian foundry in China, much of

---

<sup>111</sup> SPP020918 – 20919, p. 20918.

<sup>112</sup> McWane-002061-62.

## Confidential – Subject to Protective Order

its production was still in the United States, which was not experiencing the degree of inflation that was occurring in China and India.<sup>113</sup>

84. In effect, McWane managed to communicate its potential power to both of its rivals by making relatively trivial sales to one rival and waiting for that rival to tell the other.

85. McWane understood its cost advantage as well as Sigma's and Star's needs for a price increase.<sup>114</sup> In fact, the sale of Fittings to Sigma followed from a plan McWane had developed to use those advantages to increase prices and drive price stability in the Fittings market.

86. On December 22, 2007, Rick Tatman, McWane VP and General Manager of its Waterworks Fittings Division, emailed his superiors at McWane, including EVP Leon McCullough, explaining his "concept" to "drive stability and rational pricing with the proper communications and actions."<sup>115</sup> This "concept" is detailed in a McWane PowerPoint presentation prepared by Tatman and discussed with his bosses McCullough and Thomas Walton.<sup>116</sup> In it, Tatman describes the necessary communications and actions for McWane to secure industry-wide price increases.<sup>117</sup> These communications and actions are directed to the attainment of supra-competitive pricing outcomes beyond those attainable through unilateral action in recognition of pricing interdependence. One slide in the presentation listed the specific message that McWane intended to convey to Sigma and Star as well as to the Fittings market as a whole:

---

<sup>113</sup> See, for example, McWane-002051, email of December 22, 2007 from Rick Tatman, McWane VP and General Manager of its Waterworks Fittings Division, to McWane EVP Leon McCullough.

<sup>114</sup> Tatman Deposition, May 10, 2012, pp. 82 – 83.

<sup>115</sup> McWane-002051.

<sup>116</sup> Tatman Deposition, May 10, 2012, pp. 67 – 71.

<sup>117</sup> TU-FTC-0011435 – 448, at 438.

## Desired Message to the Market & Competitors

- Tyler/Union will be consistent and follow through with what we've formally communicated.**
- T/U will encourage/drive both price stability and transparency.**
- T/U will adjust multipliers as required to remain competitive within any given market area.** (Consistent Job Pricing will be met with general market actions)
- For 2008, we will support net price increases but will do so in stepped or staged increments. A prerequisite for supporting the next increment of price is reasonable stability and transparency at the prior level.**

Due to their now more desperate need for price, I believe that Sigma and Star will mimic and verbally follow any program we publish. However the keys to actual success are:

1. T/U being consistent with what we say for an extended period (> 3 months)
2. Sigma & Star's mgt pulling price authority away from front line sales and customer service personnel to add discipline to the process
3. Support from our major customers to abandon the current process of branches calling multiple suppliers to auction for price. (We'll need face to face meetings)
4. The Big 3 not allowing 3<sup>rd</sup> tier suppliers like Serampore to disrupt the process

87. The document also contained two alternative “rough drafts” of what would be McWane’s January 11, 2008 letter to customers regarding price increases that would be effective February 18, 2008. These draft letters, as well as the final January 11, 2008 letter, contained language clearly intended as a message to Sigma and Star signaling that McWane would not be discounting off their soon to be published list prices, and that additional price increases might be forthcoming if the competitive environment justified raising prices. The McWane presentation indicates that McWane would not increase prices further unless Sigma and Star stopped using discounts to win market share from McWane, and that it intended convey that message to its two competitors by means of its price announcement, which it knew Star and Sigma would easily obtain. Here, the communication is indirect, via public price announcements, but the

## Confidential – Subject to Protective Order

communication among competitors is clear, McWane’s rivals must cooperate or prices will not increase further. Such communication moves beyond purely the unilateral actions that a firm is expected to undertake in an oligopoly.

88. Star and Sigma each quickly responded to McWane’s January customer letter and price increase by announcing price increases that matched McWane’s<sup>118</sup> and by taking overt measures to reduce project pricing,<sup>119</sup> including the removal of project pricing authority from line personnel.<sup>120</sup> In so doing, they indirectly communicated back to McWane that they were of one mind, and that further price increases may be imposed without the ordinary risk of market share loss due to cheating on the consensus price.<sup>121</sup> Thus, McWane, Sigma, and Star agreed that Sigma and Star would take measures to reduce or eliminate conduct that undermined cooperative pricing in return for the prospect of future price increases soon thereafter.

89. Sigma documents are rife with references to forgoing profits attainable through project pricing to assure McWane that it could be as forward looking and disciplined as required to enable the imposition and maintenance of supra-competitive prices.<sup>122</sup> And Sigma senior

---

<sup>118</sup> SIG – 0053393-94; SPP009151-52; TU-FTC-0261470-71 (“Star is raising or matching all fittings numbers to match Tyler effective Feb 18<sup>th</sup>.”); SIG – 0061257-58.

<sup>119</sup> ESP0004665; SPP009151; SIG – 0058464-66; MESP0009348 (“no more project pricing after March 1<sup>st</sup>”); TU-FTC-0261470 (Star announcement to HD Supply “NO UTILITY PROJECT PRICING NATIONWIDE.”).

<sup>120</sup> ESP0004665; TU-FTC-0010942-65 at 0010965.

<sup>121</sup> None of this was lost on McWane. See, for example, TU-FTC-0010113-15, a Tyler/Union (McWane) Executive Report for 1<sup>st</sup> Q 2008, noting that Star and Sigma project discounting “appears to have died down significantly,” that apparently “both have removed pricing authority from the front line . . . , and expressing confidence that Sigma “understand[s] our published position on supporting a list price change . . . .”

<sup>122</sup> See, for example, SIG-0058464, email of January 24, 2008 from Victor Pais to other Sigma senior managers advocating the abandonment of project pricing “TO ELIMINATE THE CONFUSION WE ARE CREATING WITH CUSTOMERS AND COMPETITORS . . . .” (emphasis added) And referring to McWane’s price increase announcement as, “both a lesson and an opportunity for SIGMA and Star to develop a patient and disciplined Marketing approach and demonstrate to Tyler [McWane] that we are capable of being part of a stable and profitability conscious industry.” See also Rybacki Deposition, May 14, 2012, p. 229 (when asked if he recalled in January 2008, that Mr. Pais was asking him to make a committed and serious effort to normalize pricing, Mr. Rybacki testified that “Because Star’s pricing was ruining the market; and as a result, it was upsetting the gorilla in the room, which was Tyler, because they’re the biggest, McWane’s the biggest, and it was obviously hurting us as

## Confidential – Subject to Protective Order

managers communicated with Star senior managers to persuade them that Star too needs to reform its conduct to assure McWane that pricing to maximize industry profits will be a win-win proposition, despite McWane's historic losses of market share to Star's and/or Sigma's cheating on the consensus price.<sup>123</sup>

90. In taking the actions "desired" by McWane, Star would be acting against its self-interest absent an agreement to increase industry prices. Star's strategy had been to grow share by project pricing.<sup>124</sup> Star knew that in the absence of an agreement, Star would lose market share if it stopped offering discounts.<sup>125</sup> As Star's Matt Minamyler explained in an email to other Star senior managers, "Our goal is to take a price increase and to stop project pricing."<sup>126</sup> But at the same time, he explains,

don't think we need the price increases, as that is not the case. A price increase will be good for us on the short and long term profit situation but are not vital to our strength. The truth is that we would come out of a price war stronger than ever and with a bigger market share, but we don't think the industry needs that right now.<sup>127</sup>

Minamyler also stated, "What we are doing is what is right for the industry."<sup>128</sup>

91. When asked in an investigational hearing whether advising its personnel and its customers that there will be no more project pricing was, "an unusual step for Star," Minamyler's

---

well; and that's the reason why we he wanted us to normalize or try to standardize on the list and multiplier to create some kind of stability . . . ."

<sup>123</sup> McCutcheon IH, October 12, 2010, pp. 226-30; see also Declaration of Factual Statement by Dan McCutcheon (April 28, 2010) (discussing "pressure" on Star to join DIFRA). See also SIG – 0058464-66; SIGTP00016204-06.

<sup>124</sup> McCutcheon Deposition, May 16, 2012, pp. 152-153 (project pricing was a core part of Star's strategy).

<sup>125</sup> Minamyler Deposition, May 9, 2012, pp. 118 – 120.

<sup>126</sup> ESP0004665 – 4666, p. 4665.

<sup>127</sup> *Ibid.*

<sup>128</sup> *Ibid.*

## Confidential – Subject to Protective Order

superior, Dan McCutcheon, testified that it was, “irrational” and “bizarre.”<sup>129</sup> In a Declaration provided to FTC staff, dated May 25, 2011, Mr. McCutcheon further explained:

Project pricing is a significant part of Star’s competitive Strategy and, as the smallest competitor in the market, Star could not afford to cease project pricing and remain competitively viable.<sup>130</sup>

Nevertheless, Star informed its customers that it was ceasing project pricing.<sup>131</sup>

92. Through its sales force, McWane monitored the incidence of project pricing and found that “discounting by both Star and Sigma appears to have died down significantly” and that “both have removed pricing authority from the front line sales team and pushed it up higher within their organizations. Discounting is still available, but it now requires a more structured decision process...”<sup>132</sup>

93. As I previously observed, when McWane announced its January 2008 price increase it held out to Star and Sigma the prospect of further 2008 price increases. Any further price increases, however, would be contingent on Star and Sigma promptly adopting McWane’s increase and thereafter maintaining stable and transparent pricing policies.<sup>133</sup> But despite Star and Sigma’s agreement, McWane feared that it would not be able to detect cheating on the consensus price. Moreover, although the list prices and multipliers are transparent, the actual transaction prices are not,<sup>134</sup> and given the potential for further declines in new housing starts and

---

<sup>129</sup> McCutcheon IH, October 12, 2010, p. 452; see also McCutcheon Deposition, May 16, 2012, pp. 152–53; Leider Deposition, May 31, 2012, p. 79-80; Berry Deposition, June 1, 2012, p. 96.

<sup>130</sup> Second Declaration of Factual Statement of Dan McCutcheon (May 25, 2011), ¶ 13.

<sup>131</sup> MESP0009348 and McWane-002065-66.

<sup>132</sup> McWane-000668-72 (Fittings Dashboard and Tyler/Union Executive Report for 1st Quarter 2008).

<sup>133</sup> See McWane-002051; TU-FTC-0011435; ESP0004665; SIG-0058464; SIG-0058000; TU-FTC-0255098-104; TU-FTC-0010321; SIG-0034424; SIGTP00016204; TU-FTC-0010081; SPP000086; MESP0010393.

<sup>134</sup> See Section II, paragraphs 43 – 44.

**Confidential – Subject to Protective Order**

other construction, McWane would not be able to tell the extent to which its declining sales resulted from an overall decline in the market, cheating by Star or Sigma, or both.

94. The lack of price transparency in conjunction with declining demand ensured that McWane would not be able to overcome what Levenstein and Suslow described as the second impediment to reaching and sustaining collusive agreements, adequately “monitoring the behavior of cartel participants to detect and deter defections from these collusive strategies.”<sup>135</sup> It therefore refused to risk a second 2008 price increase without further assurance from Star and Sigma that they would not take advantage of another McWane price increase by again undercutting McWane’s prices to grow their sales. For this assurance, McWane required both Sigma and Star to provide sales data to DIFRA before taking further price increases.

95. Trade associations have long been associated with the creation of collusive schemes and conspiracies.<sup>136</sup> Although trade associations may enhance efficiency through such activities as standard setting, consumer education, or research and development of more efficient technologies or best practices, they also may collect and disseminate competitively sensitive information, and promote social interaction among competitors that can foster cooperation or conspiracy.

96. DIFRA’s Articles of Incorporation state that it is organized for numerous beneficial purposes. These include: 1.) To provide members with opportunities for “seminars, publications, and other programs and activities” for their education, advancement and for the improvement of the industry; 2.) To “advocate and publicize the needs, interests and merits of the ductile iron fittings industry to industry, the public, and the government;” 3). “To assist in the development and establishment of standards with respect to the ductile iron fittings industry;”

---

<sup>135</sup> Levenstein and Suslow, p. 44.

<sup>136</sup> See for example, Hay and Kelly, pp. 29-38.

## Confidential – Subject to Protective Order

and 4.) “To plan and conduct research and test programs for ductile iron fittings and other products of interest to the ductile iron fittings industry.”<sup>137</sup> The record reflects that DIFRA failed to perform any of these activities over the two-year period of DIFRA’s effective life, from DIFRA’s incorporation on January 12, 2007<sup>138</sup> until the organization effectively ceased operating in January 2009.<sup>139</sup> DIFRA’s only activity was the collection of monthly Fittings shipments data from its individual members, and the distribution of the aggregated monthly Fittings shipment data back to them.<sup>140</sup>

97. Tom Brakefield, who at the time was a Sigma employee, had been president of DIFRA, but is currently not sure if he still is because, “for all practical purposes, the Ductile Iron Fittings Research Association has been defunct for the last three and a half years.”<sup>141</sup> In his deposition, Mr. Brakefield indicated the members were interested in standardization, but never actually did anything about it:

Q. What actions did DIFRA take to promote the standardization of the fittings?

A. I don’t think we got -- we didn’t take any action. We didn’t get to that.

Q. Did DIFRA form a committee to evaluate standards for fittings?

A. There was discussion of committees being formed and organized and staffed by member people, but none of that took place at all.<sup>142</sup>

Other witnesses involved with DIFRA agreed. With the exception of the collection of members’ shipments data and the distribution of the aggregated shipments data back to its members,

DIFRA accomplished nothing.<sup>143</sup>

---

<sup>137</sup> SIG-0033727 – 33731, The DIFRA Certificate and Articles of Incorporation, January 12, 2007. The purposes of the organization are found on pages 33728 – 33729.

<sup>138</sup> SIG-0033727 – 33731, p. 33727.

<sup>139</sup> Deposition of Tom Brakefield Volume 1, May 4, 2012, p. 10.

<sup>140</sup> The first set of Fittings shipment data collected from its members and later disseminated to them in an aggregated form covered consisted of annual 2006 shipments, and monthly covering the period January 2007 through April 2008. DIFRA finished collecting this first set of data with the submission of Star on June 5, 2008 (Q006SP0000805) and it sent the aggregated data to members on June 17, 2008 (Q006SP0000810).

<sup>141</sup> Brakefield Deposition Vol. 1, May 4, 2012, p. 10; Tatman IH, July 21, 2010, p. 94.

<sup>142</sup> Brakefield Deposition Vol. 1, May 4, 2012, p. 95.

**Confidential – Subject to Protective Order**

98. Mr. Brakefield testified that enthusiasm for DIFRA “really dropped” after the passage of the ARRA in mid-February 2009.<sup>144</sup> Conflicts were raised within DIFRA by the ARRA because it required that the Fittings used in ARRA funded projects be made in America, and, at that time, McWane was the only domestic manufacturer of Fittings. However, Mr. Brakefield testified that DIFRA ceased operating in December 2008 or January 2009, before the passage of the ARRA, but coincident with the decisions of DIFRA’s members to cease submitting shipping data to DIFRA.

99. The DIFRA members appear to have made no effort whatsoever to accomplish any of the stated purposes of DIFRA. It is just not credible, in my opinion, to assert that during the period that DIFRA members were deciding what sales or shipments data members would provide, how the spreadsheet template for the data should be designed, and then submitting their data and reviewing DIFRA’s shipments reports, the members of DIFRA were incapable of setting-up a single committee for any of the many standard-setting activities they supposedly planned; or, for that matter, to create a single committee to do just one of any of the many beneficial activities that DIFRA’s Articles of Incorporation describe as the purposes of the organization.

100. The record strongly indicates that McWane’s, Sigma’s, and Star’s support for DIFRA was expressly for the purpose of monitoring compliance with their price agreements and revealing cheating. This monitoring mechanism was achieved through the only activity DIFRA

---

<sup>143</sup> Rybacki Deposition, May 14, 2012, pp. 184-185; Pais IH, July 23, 2010, pp. 59-61.

<sup>144</sup> Brakefield Deposition Vol. 1, May 4, 2012, p. 125.

**Confidential – Subject to Protective Order**

ever undertook, the collection and dissemination of Fittings shipment data provided to DIFRA by McWane, Sigma, and Star.<sup>145</sup>

101. Victor Pais provided an excellent description of how the DIFRA data could be used to help enforce a collusive agreements and fix prices:

One of the advantages we enjoy in our competitive environment is what we had achieved in the past few years – a consolidation in each of the product ranges. In Fittings, there are effectively 3 – McWane, SIGMA, and Star – and all suffer from the same challenges and there seems to be a great desire to improve the pricing and each one has demonstrated thru a reasonable amount of discipline, even being protective of our respective market share. This is where the monthly market size data produced by DIFRA, an industry association that SIGMA helped to form, with 4 supplier members from Fittings (one, U.S. Pipe, actually is not a producer anymore, but a small player buying almost all of their needs from SIGMA), helps maintain the pricing discipline, as the market and market share data point to a relatively consistent and stable market pattern. It has helped all of us not to allow the sharp market decline to be mistaken as a “loss of market share,” which mostly causes price reaction. Our GMs have continued to be strong, throughout the year, even as the volumes have been weak. In fact, the recent reduction in our GMs is more due to the increase in raw material prices which finally caught up with our blended inventory cost in Q3 and Q4, rather than pricing swings!<sup>146</sup>

102. Oddly enough, though Mr. Pais describes DIFRA’s role in maintaining “pricing discipline,” by preventing a sharp market decline from being mistaken as a loss of market share, an activity not mentioned as a purpose of the organization in its Articles of Incorporation, he fails to mention a single activity actually listed in the Articles of Incorporation as a purpose for DIFRA’s existence. He says nothing of standard setting, seminars, publications, research programs, or any plans for these activities in the future.

103. With market demand, and therefore prices, falling during the 2008 – 2009 period, collusive behavior required that McWane, Sigma, and Star be able to distinguish between declining revenue caused by decreased demand and declining revenue caused by cheating. The

---

<sup>145</sup> U.S. Pipe also provided shipment data, but it neither manufactured nor imported Fittings. Instead, U.S. Pipe purchased Fittings, primarily from Sigma, for resale with the pipes it manufactured.

<sup>146</sup> SIG-0002517 – 2528 at 25220.

## Confidential – Subject to Protective Order

key to doing so was the market share numbers that each of the three suppliers could calculate from the DIFRA data. If a supplier experienced falling revenues, but stable market share, then the decline in revenue would follow from the decline in overall demand rather than cheating. But, if falling revenue was accompanied by falling market share, then one or more of the rivals must have been cheating.

104. This use of the DIFRA data to monitor rivals' cooperation with collusive prices was never more evident than it was with the release of McWane's June 2008 multiplier increase. In late April 2008, SIGMA sent letters to customers located in different regions of the country announcing that, effective May 19, it would be raising its multipliers "as high as 10 multiplier points" depending on a customer's location.<sup>147</sup> On April 25, 2008, executives from McWane, SIGMA, and Star participated on a conference call to finalize the DIFRA sales reporting rules. They agreed that by May 15, 2008 all would have submitted annual sales data for 2006 and monthly sales data for January 2007 through April 2008. Then on May 7, Star began informing its customers of its own multiplier increases effective May 19, 2008.<sup>148</sup>

105. McWane, however, chose to wait and not announce any price increase until after the receipt of the DIFRA Report. When he learned that Sigma was announcing price increases, Mr. Tatman drafted a letter that would "align with the approach of waiting until the DIFRA data is available before announcing any price actions" and eliminate any "misperceptions [that were] starting to circulate."<sup>149</sup>

106. In a May 7, 2008 letter to distributors (and Sigma and Star), McWane stated,<sup>150</sup>

---

<sup>147</sup> SPP000083 – 000085, p. 000084.

<sup>148</sup> See ESP0002164, ESP0002166, and ESP0002168.

<sup>149</sup> TU-FTC-0255098-104, pp. 98 and 99.

<sup>150</sup> TU-FTC-0023311, emphasis added.

## Confidential – Subject to Protective Order

Dear Valued Customer,

You have likely heard or read about continued increases in factors of production impacting both domestic and global operations. The foundry industry has been hit particularly hard with sharp increases in scrap iron, alloys and transportation costs. While the financial impact to our business is real, we also recognize there are restrictions as to the level and timing at which pricing can be accommodated in the market.

We are sending this general communication to our waterworks distribution customers to more clearly define our intention in regards to future pricing actions.

*Before announcing any price actions, we carefully analyze all factors including: domestic and global inflation, market and competitive conditions within each region, as well as performance against our own internal metrics. We anticipate being able to complete our analysis by the end of May. At that point, we will send out letters to each specific region detailing changes, if any, to our current pricing policy.*

For planning purposes only, we expect for regions with a change that multipliers will increase in the range of 6% up to 16% effective June 16<sup>th</sup>.

Sincerely,

Jerry Jansen  
National Sales Manager

107. Although McWane, Sigma, and Star earlier had agreed on a timetable for submitting their shipments data to DIFRA, Star failed to provide its shipments data as scheduled. However, just hours after it received McWane's May 7 letter, Star emailed the DIFRA members that it would submit its data. McWane's letter also caused Star and Sigma to suspend their announced price increases.

108. On June 5, 2008, Star finally sent its sales data to DIFRA. In an e-mail informing DIFRA president Tom Brakefield that it had submitted its data to DIFRA, Star's Dan McCutcheon quoted McWane's May 7 letter verbatim,

Good morning Mr. President. I just sent our info in. Sorry it took us so long, but we were "carefully analyzing all factors including: domestic and global inflation,

**Confidential – Subject to Protective Order**

market and competitive conditions within each region, as well as performance against our own internal metrics.” (Does that look familiar?)<sup>151</sup>

109. On June 17, DIFRA disseminated its first monthly report. In less than an hour, McWane’s Tatman performed a brief analysis of the data which he circulated to his boss McCullough, who forwarded it on to McWane’s CEO.<sup>152</sup> Later that same day, McWane announced a price increase, and shortly afterwards Sigma and Star did too.<sup>153</sup>

110. By participating in the DIFRA monthly shipments reports, McWane, Sigma, and Star allowed all three Fittings rivals to monitor changes in their respective market shares and detect secret price cutting. The very day that DIFRA released its first shipments report, McWane rewarded its two rivals by announcing a price increase.<sup>154</sup> The increase was a direct result of DIFRA participation. Shortly thereafter, Star and Sigma followed suit with announcements of their own price increases.<sup>155</sup> Thus, the DIFRA reports worked exactly as predicted. By providing McWane, Sigma, and Star with the sum of their respective shipments each month, each of three firms could monitor their market shares and determine if declines in revenue were the result of declines in demand or price cutting by rivals.

111. In January 2009, when DIFRA sent its members the December 2008 aggregate shipments report, McWane’s Rick Tatman wrote Thomas Walton and Leon McCullough, “December was clearly our worst share performance for the year!”<sup>156</sup> In Mr. Tatman’s “DIFRA Market Share Analysis” based on the December 2008 DIFRA data, Mr. Tatman found that

---

<sup>151</sup> SIG-0033880.

<sup>152</sup> TU-FTC-0266469.

<sup>153</sup> TU-FTC-0010081; MESP0010393; SPP000086-87.

<sup>154</sup> See TU-FTC-0010331 – 0010332; TU-FTC-0010083 – 10084.

<sup>155</sup> SPP024887 - SPP024888 and SPP000087. Star’s and Sigma’s announcements of their price increases indicated that they would both become effective the very same day as McWane’s, July 14, 2008.

<sup>156</sup> TU-FTC-0031718.

## Confidential – Subject to Protective Order

McWane's December 2008 market share was 41.2 percent, compared to 44.4 percent in December 2007. McWane's market share for all of 2008 was 46.1 percent, compared to 51.0 percent for all of 2007 and 54.9 percent for 2006. Total industry tons had fallen from 134,334 tons in 2006, to 118,953 tons for 2007, to 99,262 tons for 2008.<sup>157</sup> Although the aggregate shipment figures DIFRA data clearly showed that demand had fallen considerably over the 2006 through 2008 period, Mr. Tatman used the data just as Mr. Pais predicted, to determine that McWane's declining revenue was not the result of just declining demand, but also the result of price cutting by Sigma and Star, as evident from McWane's lower market share.<sup>158</sup>

112. In mid-April 2009, McWane announced a new price list and a new set of multipliers, both of which would become effective May 1, 2009. The events that occurred following this announcement illustrate McWane's, Sigma's and Star's total lack of inhibition with respect to communicating directly with rivals to fix prices.

113. Victor Pais, Sigma's President, was particularly upset with McWane's new price list,<sup>159</sup> and he showed no qualms about calling his competitors to discuss how Fittings should be priced. He called Dan McCutcheon, Star's Vice President for Sales to try to persuade Star to continue its use of the July 2007 price list,<sup>160</sup> and he appears to have called SIP's VP of Business Development, Bharat Agarwal, for the same purpose.<sup>161</sup>

---

<sup>157</sup> TU-FTC-0266255 – 0266263, p. 266257.

<sup>158</sup> See TU-FTC-0266472; SIG-0001553-56; see also SIGTP00016204-06.

<sup>159</sup> Rybacki Deposition, May 14, 2012, pp. 193-98; Pais Deposition, May 31, 2012, pp. 325-327.

<sup>160</sup> Declaration of Factual Statement By Dan McCutcheon, April 28, 2010.

<sup>161</sup> *Ibid.*, Appendix A. Mr. McCutcheon wrote in his Declaration, "Victor was very angry about the new price list and insisted that Star Pipe publish a letter to the market stating that we will not follow McWane's new price list. He told me that I was the only one who was not agreeing to this strategy, and that I should sign a letter stating that we would all be using the July 2007 price list where import prices were much higher." Appendix A of Mr. McCutcheon's Declaration consists of a letter sent by Mr. Agarwal addressed to "Our Valued Customers" announcing SIP's intention to use the July 2007 prices. See Q010SP0000375 – 383, p. 0375.

**Confidential – Subject to Protective Order**

114. On April 22, 2009, Star announced that it would revise its price list, effective May 19, 2009, but it did not indicate whether it planned to follow McWane or what changes it planned to make.<sup>162</sup> Star VP Dan McCutcheon testified that his conversation with Sigma's Pais had left him unsure of whether McWane would go forward with its announced price changes.<sup>163</sup>

115. To eliminate this uncertainty, Star's McCutcheon telephoned McWane's Tatman. As Mr. McCutcheon as testified, "In light of my concerns, I contacted Rick Tatman at McWane to confirm McWane's intention to issue a new price list on May 1, 2009."<sup>164</sup> And, "I did have a doubt in the back of my mind – I wanted to make sure before we moved ahead and printed all these price lists, so I called Rick just to make sure."<sup>165</sup> Star's McCutcheon went on:

So, I picked up the phone and I called him. And I said, I'm only going to ask you one question, are you guys going to come out with a new price list, because I'm getting ready to approve it and spend \$25,000 to do it. And he said, we absolutely are, and he says, I'm so sure that I'll pay the \$25,000 if we don't. And I said, I appreciate that, nice talking to you, and hung up the phone.<sup>166</sup>

116. Having assured one another they were going ahead with their new pricing, McWane implemented its price changes on May 1, 2009 as it had previously announced it would do, followed shortly thereafter by Star, which adopted substantially the same prices.<sup>167</sup>

**D. Conclusion**

117. The Fittings market is practically a textbook example of anticompetitive facilitating practices and collusion in an oligopoly. Interdependence leading to agreements to facilitate coordination and collusion, collusion in fact, and then cheating, detection, and finally

---

<sup>162</sup> TU-FTC-0031768

<sup>163</sup> Second Declaration of Factual Statement of Dan McCutcheon, May 25, 2011, ¶ 16; McCutcheon Dep. 227:22 – 228:19.

<sup>164</sup> Second Declaration of Factual Statement of Dan McCutcheon, May 25, 2011, ¶ 17.

<sup>165</sup> McCutcheon Deposition, May 16, 2012, pp. 227 – 228.

<sup>166</sup> McCutcheon IH, May 4, 2011, pp. 257 – 258; McCutcheon Deposition, May 16, 2012, pp. 229 – 231.

<sup>167</sup> See McWane's price list, McWane 014242 - 451, and Star's price list, McWane 018123 - 268.

**Confidential – Subject to Protective Order**

collapse. The only real surprise that characterized the Fittings cartel is just how brazen the price fixing was.

118. Senior executives at McWane, Sigma, and Star regularly communicated with one another, both directly and indirectly, in attempts to end or reduce discounting and stabilize falling prices. They used their trade association, DIFRA, to exchange shipment data so that they could monitor their market shares to detect price cutting, and McWane refused to increase its prices until both Sigma and Star had submitted their shipments data to DIFRA. Star was the last of the three to submit its data to DIFRA, and on the very day that DIFRA sent to its members the report based on this data, McWane announced its price increase, which was soon followed by similar price increases by Sigma and Star. In my opinion, the communication among the three rivals and the use of DIFRA to exchange shipments data directly resulted in these price increases.

119. The events surrounding McWane's announcement of its May 1, 2009 price list illustrates the flagrant discussions of prices among McWane, Sigma, and Star executives. They appear to show no hesitation when it comes to picking-up the phone and calling a rival to discuss prices, and, if called by a rival, they appear quite willing to have these discussions.

#### **IV. McWane Used its Monopoly Power in the “Made in America” Fittings Market to Delay Efficient Entry by Star and Further Sustain Its Monopoly**

##### **A. The Economics of Exclusive (or Restrictive) Dealing**

120. McWane imposed a form of “exclusive dealing” on waterworks distributors for the express purpose of delaying or preventing Star from entering the MA Fittings market. By unilaterally imposing this form of vertical restraint on waterworks distributors, McWane acted to maintain its monopoly position and monopoly power whenever local, state, or federal regulations required that waterworks projects use only domestically manufactured Fittings and when customers otherwise exhibited a strong preference for MA Fittings.

121. Economists use the term “vertical” to refer to different stages in the production and distribution of a given product. Raw materials suppliers, parts suppliers, manufacturers, distributors, and retailers describe firms that are vertically related. Stages of production that precede any given stage are described as being “upstream” and stages of production that follow any given stage are described as being “downstream.” Economists describe a firm that operates at more than one level of a product’s production or distribution as a “vertically integrated” firm. For example, a manufacturer that also produces parts for the goods it manufactures or operates an in-house distribution system is vertically integrated.<sup>168</sup> A firm may be vertically integrated in numerous upstream or downstream markets, or essentially not vertically integrated at all.<sup>169</sup>

---

<sup>168</sup> Firms that produce products that compete against one another at the same vertical stage of production are horizontally related. A horizontal merger, for example, is the acquisition of a competitor. In contrast, a vertical merger is the acquisition of a supplier or customer.

<sup>169</sup> Literally, every firm is vertically integrated to some, though perhaps trivial, degree. An extensive economic literature explores the factors that determine firms’ decisions to rely on markets for goods or services that it uses (buying inputs such as fabricated parts from third-party manufacturers or services such as customer assistance through third-party call centers) or relying on vertical integration. More generally, “the theory of the firm” explains why society relies on firms rather than markets to organize economic activity in certain situations and not others. Central to the modern theory of the firm is the role that transaction costs play. Ronald H. Coase explained that the use of the marketplace involves costs and these costs not only help determine the size and nature of firms, but also markets and market structure. If the cost of buying from other firms is relatively low, for example, the firm is more likely to buy inputs from other firms than produce them itself. Economies from vertical integration such as reducing

## Confidential – Subject to Protective Order

122. Vertical restrictions are arrangements between firms at different stages of production that limit the ability of an “upstream” supplier or “downstream” customer to operate its business in a certain manner, usually in exchange for access to either the goods or services of the other firm. Many different types of vertical restrictions can be agreed to by vertically related firms. These include territorial restrictions in which a distributor or retailer agrees to operate in specific geographic areas in exchange for the right to sell a manufacturer’s products; supply restrictions in which a manufacturer agrees to purchase a minimum amount of an input (or all of its requirements) from a particular supplier; and resale price maintenance, in which a manufacturer might supply goods or services to a retailer for resale to consumers under the restriction that the retailer agrees to sell the good or service for no less than a price specified by the manufacturer (minimum resale price maintenance) or no greater than a price specified by the manufacturer (maximum resale price maintenance).

123. Vertical restrictions can be efficient, reducing costs by eliminating “free riding” by retailers, manufacturers, or consumers; protecting manufacturers’ reputations; or preventing post-contractual opportunism. As a result, a vertical restriction can result in greater output and lower prices for consumers.<sup>170</sup>

124. Vertical restrictions, however, are not always benign. As noted by Carlton and Perloff, “in some cases, vertical restrictions (and vertical integration) can be used for

---

uncertainty in the supply inputs or coordinating interrelated stages of production of inputs and final products (producing pig iron so that the molten iron can be immediately used to make steel) represent costs of using the marketplace to obtain the inputs. See Coase, Ronald H., “The Nature of the Firm,” *Economica* 4 (1937), pp. 386 – 405 and Williamson, Oliver E., *Markets and Hierarchies – Analysis and Antitrust Implications: A Study of the Economics of Internal Organization* (New York: The Free Press, 1975).

<sup>170</sup> Carlton, Dennis W. and Jeffrey M. Perloff, *Modern Industrial Organization*, 4th ed. (Boston: Pearson Addison Wesley, 2005) pp. 426-27.

**Confidential – Subject to Protective Order**

anticompetitive purposes. For example, they may be used to cartelize an industry or prevent entry, or otherwise harm rivals by raising rivals' costs."<sup>171</sup>

125. Exclusive dealing is a vertical restraint in which “a manufacturer prevents its distributors from selling competing brands.”<sup>172</sup> Typically, under exclusive dealing, firms compete for the right to be the exclusive supplier or seller of a product to a specific customer. Although a particular retailer or distributor may carry just a single manufacturer's product, consumers obtain the benefit of competition among competing manufacturers to obtain the exclusive supply contract. Consumers may also obtain the benefits from competing retailers or distributors, even if each one sells exclusively the products manufactured by just one of multiple competing suppliers.

126. As is the case generally with vertical restrictions, exclusive dealing arrangements can be efficient and can foster competition. They can prevent “free riding” that discourages manufacturers or retailers from investing in promotion and other output enhancing activity.<sup>173</sup> For example, an exclusive supply contract may allow a manufacturer to invest in promoting a retailer's sales or service, which may allow the manufacturer to more effectively compete against other manufacturers selling through other retailers. If the retailer, instead, sold the brands of many manufacturers, then, should any single manufacturer invest resources in promoting the retailer's sales or service, consumers attracted to the retailer by the manufacturer's promotional activities could, once in the retailer's store, purchase a brand of the product produced by a competing manufacturer, but sold by the same retailer. In this case, the manufacturer providing the promotional activities would be essentially providing free promotion to his competitor. To

---

<sup>171</sup> Ibid., p. 429 (footnote and chapter reference in original is omitted).

<sup>172</sup> Ibid., p. 672.

<sup>173</sup> Ibid., p. 424.

## Confidential – Subject to Protective Order

avoid doing so, the manufacture may choose to forgo otherwise economically efficient promotional activities.<sup>174</sup>

127. Exclusive dealing can also create incentives for retailers to be more knowledgeable about a manufacturer's products and better promote and service their sales.<sup>175</sup>

128. Just as a vertical contract can be thought of as a somewhat less restrictive form of vertical merger, a "restrictive" supply contract can be thought of as a somewhat less restrictive form of an exclusive supply contract. A restrictive supply contract may not outright preclude the purchase of an input from one of the supplier's competitors, the restrictions impose costs or otherwise create incentives for the input buyer to purchase exclusively from the contracted supplier. Thus, though not literally exclusive dealing, to the extent that both forms of supply contract achieve the same end, the economic analysis of "restrictive" dealing is essentially the same as that of exclusive dealing.

129. Although restrictive dealing may benefit competition, it, like other vertical restraints, may also be used to enhance or maintain market power. Restrictive dealing can raise barriers to entry by raising distribution costs. As Carlton and Perloff note, "[A]n incumbent can make it difficult or impossible for a rival to enter by tying up scarce distribution channels. Exclusive dealing is one way for manufacturers to tie up distribution."<sup>176</sup> Entry is particularly difficult when economies of scale require an entrant to obtain a certain level of output in order to reach minimum efficient scale. In such a case, an incumbent manufacturer does not need to "tie up" all distributors through restrictive arrangements, just enough that any manufacturer

---

<sup>174</sup> Ibid.

<sup>175</sup> Ibid., p. 419.

<sup>176</sup> Ibid., p. 430. Carlton and Perloff also note that this sort of strategic behavior can only work if channels of distribution are limited. As I discuss below, water works distributors are essentially the only channel through which Fittings are sold.

## Confidential – Subject to Protective Order

attempting to enter would not be able to obtain sufficient distribution services necessary to manufacture and sell that quantity of output required to reach the minimum efficient scale of production.<sup>177</sup>

130. The economic concept of “barrier to entry” has had a somewhat controversial history in its application to antitrust. McAfee, Mialon, and Williams defined what they called an “economic barrier to entry” as “a cost that must be incurred by a new [sic] entrant and that incumbents do not or have not had to incur.”<sup>178</sup> However, antitrust analysis and enforcement policies focus strictly on how merger- and non-merger-related business practices affect consumers and consumer welfare. Accordingly, even if, in the long-run, any firm can replicate what incumbents have done and enter the market, if consumers are materially injured during that intervening period by a diminution of competition, the business practice is deemed anticompetitive.

131. The focus of antitrust analysis on consumer welfare gives rise to a more broadly defined concept of an entry barrier, what McAfee *et al.* refer to as an *antitrust barrier to entry*, “a cost that delays entry and thereby reduces [consumer] welfare relative to immediate but

---

<sup>177</sup> Thousands of different sizes and shapes of Fittings may be used in waterworks projects, but only 100 fittings account for 80 percent of the Fittings sold in the United States and less than 300 fittings account for more than 90 percent (see McWane-007527). Accordingly, even when rarely used sizes and shapes are manufactured as needed, fixed warehouse and inventory costs for both fittings and the patterns used to make molds for the fittings will add to economies of scale in production. Nonetheless, increased production also may significantly lower costs as a firm grows from a relatively small manufacturer to a larger manufacturer. Greater production levels make the use of the most efficient equipment more economical; accordingly, as the scale of production grows, costs decline through the adoption of more efficient production equipment (Interview with Charles Frazier, May 25, 2012). For further discussion of anticompetitive exclusive contracts see, Rasmusen, Eric B., J. Mark Ramseyer, and John S. Wiley, Jr., “Naked Exclusion,” *American Economic Review*, December 1991, pp. 1137 – 1145; Segal, Ilya R. and Michael D. Whinston, “Naked Exclusion: Comment,” *American Economic Review*, March 2000, pp. 296 – 309; and Simpson, John and Abraham L. Wickelgren, “Naked Exclusion, Efficient Breach, and Downstream Competition,” *American Economic Review*, September 2007, pp. 1305 – 1320.

<sup>178</sup> McAfee, Preston R., Hugo M. Mialon, and Michael A. Williams, “What Is a Barrier to Entry?,” *The American Economic Review*, 94, Papers and Proceedings of the One Hundred Sixteenth Annual Meeting of the American Economic Association, San Diego, CA, January 3-5, 2004 (May, 2004), pp. 461-465.

## Confidential – Subject to Protective Order

equally costly entry.”<sup>179</sup> The effect of the singular role of consumer welfare on the concept of barriers to entry is further noted by Richard Schmalensee, “I argue that U.S. antitrust is concerned with consumers’ surplus, not overall economic welfare, and that this choice of objective has important implications for the proper definition and assessment of ‘antitrust barriers to entry’ . . . .”<sup>180</sup>

132. Accordingly, a business practice that delays efficient entry creates an antitrust barrier to entry that may result in harm to consumers.<sup>181</sup> If, absent the business practice, the output of an entrant would grow more quickly than otherwise, allowing the entrant to attain a minimum efficient scale sooner, then the competitive impact of the entrant on prices and, consequently, on consumer welfare, will be achieved sooner. By impeding the ability of the entrant to grow sales, such a business practice ensures that consumers pay higher prices for longer periods of time.<sup>182</sup> In addition, if adoption of the most efficient production methods requires achieving a minimum scale, then business practices that impede the growth of an entrant and hence represent an antitrust barrier to entry, harm consumers further by delaying the

---

<sup>179</sup> McAfee *et al.*, p. 463. McAfee *et al.* define an antitrust barrier to entry as reducing “social” welfare, which is what economists generally are concerned with, but not antitrust enforcement policies. The key distinction between an antitrust barrier to entry and an economic barrier to entry is not affected by the specific concept of welfare in this context, however. The economic barrier to entry concerns the long-run ability of a firm not currently operating in a market to do so in reaction to the presence economic profits. In contrast, an antitrust barrier to entry is a short-run concept. It concerns factors that delay entry and, therefore, allow mergers or other business practices to raise prices above those that would prevail in their absence, imposing costs on consumers that lower consumer welfare even if entry forces prices to return to otherwise prevailing levels in the long-run.

<sup>180</sup> Schmalensee, Richard, “Sunk Costs and Antitrust Barriers to Entry,” *The American Economic Review*, 94, Papers and Proceedings of the One Hundred Sixteenth Annual Meeting of the American Economic Association, San Diego, CA, January 3-5, 2004 (May, 2004), pp. 471-475, p. 471.

<sup>181</sup> An antitrust barrier to entry is expected to prevent market forces from deterring anticompetitive effects. Thus, *de minimis* delays in entry are not relevant for antitrust purposes. By efficient entry, I am referring to entry at a minimum efficient scale that allows consumers to obtain the maximum benefits possible from entry. If immediate entry can occur, but only at a scale too small to be competitively significant because a business practices delays the ability of an entrant to obtain the minimum efficient scale, then post-entry, prices will remain high.

<sup>182</sup> Under the *Horizontal Merger Guidelines*, for example, an entrant facing constraints that limit its competitive effectiveness or prevent rapid expansion will not meet the “sufficiency” requirement for entry to be viewed as easy.

**Confidential – Subject to Protective Order**

entrant's adoption of lower-costs methods of production. With higher costs than otherwise, the ability of the entrant to lower its prices, expand its output, and compete more vigorously with incumbent firms is constrained, further harming consumers.

**B. The Need For Distribution Services Affects Entry in the MA Fittings Market**

133. Wholesale waterworks distributors provide services that are crucial to the success of a Fittings supplier. Waterworks distributors operate locally, either as independent local companies, regional companies with multiple local branches, or large national companies with local branches throughout the country. Through local operations and the provision of other services, waterworks distributors provide substantial benefits to Fittings suppliers, benefits that substantially lower suppliers' costs.<sup>183</sup> Distributors are compensated for these services through their margin on the fittings product.

134. Each local waterworks distribution operation maintains inventories to service local contractors and municipalities. This reduces the working capital required of Fittings suppliers and reduces the substantial investments in local warehouses and distribution facilities that suppliers would require if they sold directly to all of the many local contractors that construct, expand, and repair waterworks plants and transportation systems for cities and counties throughout the country.<sup>184</sup>

135. Distributors also lower supplier's costs by handling billing and invoicing to local contractors and municipalities,<sup>185</sup> and assume the credit risk from dealing with local contractors.

---

<sup>183</sup> McCutcheon IH, October 12, 2010, pp. 41– 42; Bhutada IH, October 12, 2010, pp. 9-15, 19-20; TU-FTC-0024813 – 815, p. 815; Tatman IH, July 21, 2010, p. 72; McCullough IH, August 12, 2010, pp. 75-78; Pais IH, July 23, 2010, pp. 42- 43.

<sup>184</sup> Ibid.

<sup>185</sup> Sheley IH, January 11, 2011, p. 120.

**Confidential – Subject to Protective Order**

136. Waterworks distributors supply contractors and municipalities with a full range of products required for the construction of clean water or sewage treatment plants and clean water or sewage transportation pipelines. The products they supply include ductile iron pipes, fittings, valves, fire hydrants, and accessories, as well as steel and plastic waterworks products and other miscellaneous products used in the construction and maintenance of waterworks projects.

137. Accordingly, one important service provided by a waterworks distributor that benefits both the distributor's customers and its Fittings suppliers is the provision of "one-stop-shopping" to contractors and municipalities.<sup>186</sup> Because the distributor packages bundles of different types of products made from different materials for sale to contractors and municipalities, manufacturers and import suppliers of waterworks products do not need to provide this service themselves. They can specialize in one or more related line of waterworks products and not necessarily be at a competitive disadvantage relative to a manufacturer or import supplier with a more diverse line of different products made from different materials. A supplier of Fittings, for example, may use the services of a waterworks distributor to sell its Fittings alongside ductile iron, PVC, and HDPE pipes or other products manufactured or imported by other firms. Accordingly, a Fittings supplier does not need to manufacture, import, or purchase ductile iron, PVC, or HDPE pipes to package with its Fittings, and it may even realize certain efficiencies from specialization that it could not obtain (or avoid certain costs from diversification that it might incur) if it were to try to diversify into the supply of waterworks products made from PVC, HDPE, or other materials with which it has no history or experience.

---

<sup>186</sup> McCutcheon IH, October 12, 2010, pp. 41- 42; Bhutada IH, October 12, 2010, pp. 19-20.

**Confidential – Subject to Protective Order**

138. Thus, the services of waterworks distributors are a vital input into the supply of Fittings. Without the benefits provided by waterworks distributors, the costs of participating in the domestic manufacturing of Fittings, or in the supply of imported Fittings, could well be substantially higher than they are now.

139. If a Fittings supplier were prevented from obtaining the services of distributors outright, it would face an absolute, long-term “economic barrier to entry.” Moreover, a business practice that limits an entrant’s access to distributors will limit the ability of the firm to sell its products and grow its business. Accordingly, even if access to distribution is not blocked absolutely, an incumbent’s business practice that limits an entrant’s access to distributors will delay the entrant’s ability to grow its sales to the point to which it can have a significant competitive impact on the market.

140. In addition, by constraining the ability of an entrant to grow its sales, such a business practice could significantly delay the point in time at which an entrant will obtain the scale necessary to adopt the most efficient production processes, to the extent that efficient production technologies require a minimum scale of production to implement. In either or both cases, actions by incumbent firms that limit an entrant’s access to distribution create an antitrust barrier to entry. Consequently, consumers are harmed by having to pay higher prices for longer periods of time than otherwise.

**C. McWane Used Its Monopoly Power to Restrict Star’s Access to Distribution for Its MA Fittings**

141. McWane executives have testified that, before 2009, waterworks projects that required domestically manufactured Fittings represented approximately 15 to 20 percent of its sales.<sup>187</sup> In February 2009, in the midst of what some commentators have called “the Great

---

<sup>187</sup> See footnote 155; Tatman IH, July 21, 2010, p. 47.

## Confidential – Subject to Protective Order

Recession,” Congress passed the ARRA, which allocated approximately \$840 billion to spur economic growth and end the recession,<sup>188</sup> and included allocations totaling \$7.4 billion for waterworks projects.<sup>189</sup> These funds, however, could be used for waterworks projects only if the iron, steel, and manufactured goods used in these projects were made in America.<sup>190</sup>

142. The record indicates that the executives of McWane, Sigma, and Star anticipated that the ARRA’s MA requirement could have a significant impact on both McWane’s domestic and imported Fittings sales.<sup>191</sup> As the sole manufacturer of MA Fittings, McWane would be the only Fittings supplier that could offer a full line of imported and domestic Fittings. McWane, Sigma, and Star believed that McWane could leverage its business relationships with distributors purchasing MA Fittings from McWane to increase its sales of imported Fittings for projects that did not require that fittings be made in America.<sup>192</sup> Thus, McWane’s position as a monopoly supplier of MA Fittings could create unique opportunities for it to sell more of its imported

---

<sup>188</sup> <http://www.recovery.gov/Transparency/fundingoverview/Pages/fundingbreakdown.aspx> . Originally, ARRA expenditures were estimated as \$787 billion. This figure was revised to \$840 billion in 2011.

<sup>189</sup> The ARRA allocated \$4 billion to the Environmental Protection Agency (“EPA”) Clean Water State Revolving Fund and \$2 billion for grants under section 1452 of the Safe Drinking Water Act (see PUBLIC LAW 111-5—FEB. 17, 2009; 123 STAT. p. 169). The ARRA also allocated an additional \$1.4 billion for the cost of direct loans and grants for the rural water, waste water, and waste disposal programs authorized by sections 306 and 310B and described in section 381E(d)(2) of the Consolidated Farm and Rural Development Act (PUBLIC LAW 111-5—FEB. 17, 2009; 123 STAT. page 118).

<sup>190</sup> The ARRA allows for fund recipients to seek a waiver on the made in America provisions, but only when: 1.) Iron, steel, and manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; 2.) Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or 3.) Applying the Buy American requirements of ARRA would be inconsistent with the public interest. (See United States Environmental Protection Agency, *Memorandum From James A. Hanlon, Director, Office of Wastewater Management and Cynthia C. Dougherty, Director, Office of Ground Water and Drinking Water To Water Management Division Directors*, April 28, 2009, p. 4.

<sup>191</sup> McCutcheon IH, October 12, 2010, pp. 101 – 107; SIG-0008050- 8057, p. 8053; SIG-0006431-6433, p. 6432 (Buy American “is a very serious and unexpected handicap and the problem will only get worse as our distributors will align themselves with McWane (the sole domestic fittings supplier) to retain their ability bid on the domestic only jobs. In the process of this alignment, we may lose a portion of the market that is not restricted to domestic simply because McWane will demand a larger share of the business.”); see Tatman IH, July 21, 2010, pp. 154-157.

<sup>192</sup> *Ibid.*

## Confidential – Subject to Protective Order

Fittings through expanded business relationships with distributors.<sup>193</sup> Any expansion of McWane's sales of imported (or blended) Fittings that it would obtain on account of its position as the only domestic manufacturer of Fittings would represent sales lost by Sigma, Star, and fringe importers.

143. The ARRA, therefore, created an incentive for Sigma and Star to enter into domestic production of Fittings, and both companies took steps to study and consider domestic entry. McWane also analyzed the implications of supplying their competitors with MA Fittings and the possibility that Star or Sigma might enter the domestic market. But as late as May 2009, McWane remained confident in its position as the monopoly supplier of MA Fittings, as reflected in a May 29 email from McWane's VP and General Manager for its Fittings business, Rick Tatman, to his boss, Leon McCullough, in which Tatman wrote, "Regardless of whether we structure a relationship with Sigma, Tyler/Union [i.e., McWane] would remain the only true viable source of domestically produced DWIF 3" – 24" . . . ."<sup>194</sup>

144. On June 15, 2009, Star announced the introduction of their "new American Made line of Waterworks Fittings . . . ."<sup>195</sup> at the annual convention of the American Water Works Association. McWane executives expressed considerable apprehension over the prospect of Star entering the MA Fittings market. In an e-mail to Rick Tatman shortly after Star's announcement of its entry, McWane Senior Vice President Thomas Walton wrote, "Whether we end up with Star as a complete or incomplete domestic supplier *my chief concern is that the domestic market gets creamed from a pricing standpoint* just like the non-domestic market has

---

<sup>193</sup> See Tatman IH, July 21, 2010, pp. 154-157.

<sup>194</sup> TU-FTC-0031766 – 31767, p. 31766. Mr. Tatman's use of DWIF in this context is a typographical error. Mr. Tatman uses the acronym DIWF for "ductile iron waterworks fittings," which are the same as "ductile iron pipe fittings."

<sup>195</sup> See Q002SP0000395 – 396; TU-FTC-0031773 – 31774; and SIG-0029504 – 29505.

## Confidential – Subject to Protective Order

been driven down in the past. That would dramatically affect our profit potential.”<sup>196</sup> Mr. Tatman replied, “*If their [i.e., Star’s] claims are ahead of their actual capabilities we need to make sure that they don’t reach any critical market mass that will allow them to continue to invest and receive a profitable return.* The difficulty and expense of doing so is somewhat proportional to their product availability and supply costs both of which we have yet to get hard data on.”<sup>197</sup> McWane was bent on preventing Star’s entry into the MA market in part because “Star would not be a responsible competitor. . . .”<sup>198</sup>

145. On September 22, 2009, before Star began shipping its domestic Fittings, McWane announced that effective October 1, 2009 it was implementing a new domestic fitting and accessory program.<sup>199</sup> The program required any waterworks distributor that wished to sell McWane domestic Fittings and accessory products “to fully support McWane branded products for their domestic fitting and accessory requirements.”<sup>200</sup> Distributors that failed to purchase only McWane domestic fittings (i.e., to “fully support” McWane domestic products) “may forgo participation in any unpaid rebates for domestic fittings and accessories” or face delays in shipments of as many as 12 weeks.<sup>201</sup>

146. McWane carefully wrote the program announcement with the words “may” and “or,” and there was a mix of interpretations McWane’s announcement in the marketplace; but McWane itself concluded that “the market has interpreted the communication in the more hard

---

<sup>196</sup> TU-FTC-0031436 – 31437, p. 31436 (emphasis added).

<sup>197</sup> TU-FTC-0255547 – 255548, p. 255547 (emphasis added).

<sup>198</sup> McWane-000264, slide 4.

<sup>199</sup> TU-FTC-0010345.

<sup>200</sup> Ibid.

<sup>201</sup> Ibid.

## Confidential – Subject to Protective Order

line “will” sense.”<sup>202</sup> And that, apparently, is how McWane wanted its program announcement to be understood. In fact, McWane told its sales representatives to quietly convey just that message to its distributors: “What are we going to do if a customer buys Star domestic? We are not going to sell them our domestic ... Once they use Star, they can’t EVER buy domestic from us.”<sup>203</sup>

147. Almost immediately after the release of the September 22, 2009 announcement by McWane of its “full support” program, distributors that had already requested quotes from Star for domestic Fittings withdrew their requests and told Star that they were no longer interested in purchasing domestic Fittings from the company.<sup>204</sup> Ramesh Bhutada testified that before McWane’s announcement, it had received requests for quotes for domestic fittings worth approximately \$10 million.<sup>205</sup> The requests were from the two largest waterworks distributors in the country, HD Supply and Ferguson, important regional distributors, such as members of TDG, Mainline, and Winwater, and a variety of independent waterworks distributors.<sup>206</sup> Other distributors have testified that they had intended to purchase some of their domestic fittings requirements from Star, but after McWane’s announcement, they decided not to submit requests for quotes from Star.<sup>207</sup>

---

<sup>202</sup> TU-FTC-0255188 – 255192, p. 255189.

<sup>203</sup> TU-FTC-0240054-056, p. 055; Pitts IH, October 29, 2010, pp. 76-79, 137-139.

<sup>204</sup> Bhutada Deposition, May 14, 2012, pp. 79-80, 87; E00000787; Q007SP0000118-119; Q011SP0000279; McCutcheon Deposition, May 16, 2012, pp. 245-246; HDSWW001395; Webb IH, November 19, 2010, pp. 198-199; Thees Deposition, June 1, 2012, p. 77; Berry Deposition, June 1, 2012, pp. 131-133.

<sup>205</sup> Bhutada Deposition, May 14, 2012, pp. 79-80.

<sup>206</sup> *Ibid.*, at p. 80; Tatman IH, July 21, 2010, pp.267, 278-279; Bhutada Deposition, May 14, 2012, pp. 79-80, 87; E00000787; Q007SP0000118-119; Q011SP0000279; McCutcheon Deposition, May 16, 2012, pp. 245-246; HDSWW001395; Webb IH, November 19, 2010, pp. 198-199; Thees Deposition, June 1, 2012, p. 77; Berry Deposition, June 1, 2012, pp. 131-133.

<sup>207</sup> Sheley Deposition, April 24, 2012, p. 135; Prescott Deposition, May 8, 2012, p. 113; Sheley IH, January 11, 2011, pp. 96-97, 142; Morrison IH, February 2, 2011, pp. 72-76, 83-85; Thees IH, November 16, 2010, pp. 160-163.

**Confidential – Subject to Protective Order**

148. On September 23, 2009, HD Supply, the largest waterworks distributor in the country, sent a memorandum to all of its district managers, branch managers, and operations managers instructing them to only buy MA Fittings from McWane or Sigma.<sup>208</sup> Ferguson, the second largest distributor in the country also instructed its district managers and branches to purchase MA Fittings from only McWane and Sigma.<sup>209</sup> Together HD and Ferguson distribute approximately 50 percent of the Fittings sold in the United States.<sup>210</sup>

149. With HD Supply, Ferguson, and regional distributors such as members of TDG, Winwater, and Mainline abiding by McWane's "full support" program, McWane denied Star access to a large portion of the market, and likely among the most efficient means of distribution, the large U.S. and regional, multi-branch distributors.<sup>211</sup>

150. Hajoca experienced the full impact of McWane's "full support" policy. Hajoca has a unique business model. Each of its local branches operates as if they were a local company, with the local manager having the same responsibilities that the owner of a local business would have.<sup>212</sup> Hajoca uses this business model not just for its waterworks distribution business, but for a variety of businesses it owns, all of which have the characteristic of requiring local operations to provide service in local markets.<sup>213</sup> Accordingly, Hajoca's branch managers in its waterworks distribution business had full responsibility for the branch, including choosing suppliers.<sup>214</sup>

---

<sup>208</sup> HDSWW001395.

<sup>209</sup> Thees Deposition, June 1, 2012, p. 77.

<sup>210</sup> Thees IH, November 16, 2010, pp. 87-88.

<sup>211</sup> See *Ibid.* at pp. 89-92; see also McCutcheon IH, October 12, 2010, pp. 49-55.

<sup>212</sup> Pitts IH, Oct. 29, 2010, pp. 68-70; HAJ000043.

<sup>213</sup> Hajoca's other businesses include residential and commercial plumbing, heating and air condition sales and service, pool suppliers, and industrial pipe, valves and fittings. See [www.hajoca.com](http://www.hajoca.com).

<sup>214</sup> Pitts IH, October 29, 2010, p. 68-70; HAJ000043.

## Confidential – Subject to Protective Order

151. Hajoca refused to alter its business model after McWane announced its “full support” program.<sup>215</sup> At that time two Hajoca locations needed MA Fittings. One was in Oklahoma and the other in Pennsylvania.<sup>216</sup> Historically the Pennsylvania branch had purchased all of its fittings from McWane because McWane was the only supplier of domestic fittings and in Pennsylvania state law requires the use of domestically produced iron and steel products for all public construction, repair, and maintenance projects.<sup>217</sup>

152. The Hajoca Oklahoma branch decided to purchase domestic fittings from Star. McWane then informed Hajoca that they would be cut-off and lose their rebate for domestic fittings if they did not comply with the “full support” program.<sup>218</sup> Hajoca stood by its own corporate policy to allow individual branches to choose their suppliers.<sup>219</sup>

153. McWane then informed Hajoca that their branches no longer had access to their domestic line of fittings. Hajoca negotiated with McWane to allow any outstanding orders for domestic fittings from the Pennsylvania branch to be placed by December 4, 2009.<sup>220</sup> McWane allowed a little leeway on the date, but no new orders were allowed after approximately December 23, 2009.<sup>221</sup> McWane also instructed Sigma not to sell MA Fittings to Hajoca, as

---

<sup>215</sup> Pitts Deposition, April 11, 2012, p. 24.

<sup>216</sup> HAJ000055-56.

<sup>217</sup> Pitts IH, October 29, 2010, p. 57.

<sup>218</sup> HAJ000058-59.

<sup>219</sup> Pitts IH, October 29, 2010, pp. 68-70.

<sup>220</sup> HAJ000046.

<sup>221</sup> Roy Pitts testified that McWane gave an extension of “a week or two” after Rick Tatman returned from China (December 9, 2010), which would have extended the date out to about December 23, 2009. Pitts IH, October 29, 2010, pp. 123-124.

## Confidential – Subject to Protective Order

required by the MDA.<sup>222</sup> In addition to cutting off its MA Fittings to all Hajoca branches, McWane withheld the Hajoca's fourth quarter 2009 domestic rebate for fittings.<sup>223</sup>

154. Hajoca did not regain access to McWane MA Fittings until the following April.<sup>224</sup> McWane ultimately relented and supplied Hajoca branches, except the Oklahoma branch, with MA Fittings even though the Oklahoma branch continued to buy from Star. Nevertheless, Hajoca was denied MA Fittings from McWane for the period of time during which ARRA funded waterworks projects were at their peak.<sup>225</sup>

155. Groeniger & Company is a family-owned waterworks distribution company that operated nine branches before being acquired by Ferguson in 2011.<sup>226</sup> Michael Groeniger, the former owner of Groeniger & Company, testified that before McWane's September 22, 2009 announcement of its "full support" policy for domestic fittings, Groeniger awarded two big domestic-only projects to Star.<sup>227</sup> Mr. Groeniger testified that Star handled these jobs very well, and that he was pleased with the quality of Star's service.<sup>228</sup> Shortly after the McWane policy came out, McWane raised its price on a municipal contract Groeniger had with San Jose Water Company.<sup>229</sup> McWane imposed its price increase despite the traditional industry practice of

---

<sup>222</sup> TU-FTC-0257648-49.

<sup>223</sup> HAJ000045.

<sup>224</sup> Pitts Deposition, April 11, 2012, pp. 155-158; HAJ00001.

<sup>225</sup> See Figure 1. McWane ultimately relented and settled its dispute with Hajoca. McWane may not thereafter have punished other distributors that purchased Star MA Fittings as harshly. This could be explained by two factors: First, by no later than the end of January 2010, approximately one month after cutting-off Hajoca, McWane knew of the FTC's investigation in this matter (Mr. Tatman sent McWane executives a presentation for use as a reference during a February 24, 2010 conference call with FTC staff, McWane-007527 and McWane-007526. The presentation was first created on January 29, 2010). Second, McWane wanted compliance with its policy—not to have violators who they must punish. One well-publicized punishment of a well-known firm can have a substantial deterrence effect on others, reducing the likelihood that they will violate the policy.

<sup>226</sup> Groeniger Deposition, May 11, 2012, p. 125.

<sup>227</sup> *Ibid.*, pp. 217-218.

<sup>228</sup> *Ibid.*, pp. 224-225.

<sup>229</sup> *Ibid.*, p. 95.

## Confidential – Subject to Protective Order

honoring any municipal contracts already in place at agreed upon prices.<sup>230</sup> Although McWane ultimately lowered its price, for six months Groeniger, was forced to pay higher than previously agreed-upon prices to service the San Jose contract.<sup>231</sup>

156. To Groeniger, McWane’s “full support” policy, and the threats implied by it, was not unlike a similar policy that McWane had imposed in the 1980’s.<sup>232</sup> Mr. Groeniger testified that back in the 80s, McWane had cut Groeniger off from supply for at least a year and possibly as many as three.<sup>233</sup> McWane wanted Groeniger to purchase more of its products, and when Groeniger didn’t increase its purchases, McWane cut them off.<sup>234</sup>

157. At the time that McWane announced this domestic program, it sold virtually 100 percent of domestically manufactured Fittings. Any distributor hoping to supply Fittings for a waterworks project funded with ARRA grants or loan guarantees had to purchase from McWane at that time. Accordingly, at that time and continuing until Star was well-positioned to satisfy substantially all of its needs, any distributor that purchased Star Fittings that could have been purchased from McWane would incur substantial risks. If a distributor had to wait for months for a McWane shipment after having purchased domestic Fittings from Star, the delay could severely harm its business relationship with a contractor. Accordingly, distributors have testified that they viewed McWane’s September 22, 2009 program announcement as essentially a McWane imposed exclusive distribution requirement.<sup>235</sup>

---

<sup>230</sup> Ibid., pp. 92-93.

<sup>231</sup> Ibid., p. 94.

<sup>232</sup> Ibid., pp. 102-104.

<sup>233</sup> Ibid., p. 106. Mr. Groeniger testified, “Year, two years. Maybe three.”

<sup>234</sup> Ibid., p. 104.

<sup>235</sup> HDSWW001395; Coryn Deposition, May 16, 2012, p. 114; Prescott Deposition, May 8, 2012, pp. 120-121; Webb Deposition, May 30, 2012, pp. 93-94; Sheley Deposition, April 24, 2012, p. 165; Morton Deposition, May 30, 2012 pp. 144-146; USP-FTC\_00000008-9; Berry Deposition, June 1, 2012, pp. 164-165.

**Confidential – Subject to Protective Order**

158. By restricting Star's access to distribution, McWane's "full support" program would, as Mr. Tatman described, "make sure that they don't reach any critical market mass that would allow them to continue to invest and receive a profitable return."<sup>236</sup> Although McWane's "full support" program did not completely prevent Star from selling domestic Fittings, the evidence indicates that distributors that had expressed interest in buying considerable quantities of Star's domestic Fittings before September 22, 2009 withdrew their requests shortly after this date on account of McWane's new policy.<sup>237</sup> Moreover, with HD Supply and Ferguson, which together account for approximately 50 percent of the sales of Fittings nationwide, informing their branches to not purchase domestic fittings from Star on account of the "full support" program, Star was denied access to a large share of the market. With some of the larger regional distributors also being unwilling to purchase domestic fittings from Star's access to the MA Fittings market was greatly limited, slowing its growth and lessening its ability to reach an efficient scale of production. With higher costs and less output than otherwise, McWane's "full support" policy lessened Star's ability to compete with McWane. As a result, prices were higher than otherwise and consumers were harmed.

159. McWane has argued that an efficient rationale for its "full support" program was to avoid "free-riding" by Star and waterworks distributors that would allow Star to focus production on only the most popular fittings while taking advantage of McWane's investments to obtain less popular fittings when necessary.<sup>238</sup> The disingenuous nature of McWane's "free

---

<sup>236</sup> TU-FTC-0255547 – 255548, p. 255547.

<sup>237</sup> Bhutada Deposition, May 14, 2012, p. 79-80; E00000787; Q007SP000118-119; Q011SP0000279; McCutcheon Deposition, May 16, 2012, pp. 245-246; HDSWW001395; Webb IH, November 19, 2010, pp. 198-199; Thees Deposition, June 1, 2012, p. 77; Berry Deposition, June 1, 2012, pp. 131-133.

<sup>238</sup> See "Memorandum of McWane, Inc. Responding to Commission Staff Questions Regarding the Competitiveness of the Ductile Iron Waterworks Fittings Market in the United States," May 10, 2011 [White Paper submitted to the FTC Staff], p. 28

**Confidential – Subject to Protective Order**

riding” rationale for its “full support” policy is evident by the fact that had “free riding” by Star and distributors been a legitimate concern, McWane could have eliminated any potential for it to occur in a much less restrictive, exclusionary and anticompetitive way. Rather than requiring “full support” over a distributor’s entire purchases of domestic Fittings, McWane could have adopted a policy in which “full support” for its domestic products was required for any project in which any McWane Fittings was used. Such a program would have eliminated any potential for free riding; yet, would have allowed Star to participate in any project through any distributor as long as it was willing and able to supply all domestic fittings specified, which it claimed it was.<sup>239</sup> Such a policy would have ensured that Star or its distributors could not “cherry pick,” while not restricting Star’s access to the one input necessary for any manufacturer to enter the MA Fittings market: distribution.

160. McWane could implement its “full support” policy only because it had the monopoly power to do so. Had McWane faced efficient competition by other incumbent manufacturers of Fittings, it could not have imposed such a restrictive dealing policy on distributors that would have been unwilling to voluntarily purchase domestic Fittings from only McWane. If distributors felt harmed by McWane’s policy, they could have turned to another incumbent supplier of domestic Fittings, had any existed.

161. Any distributor that wanted to only purchase domestic Fittings from McWane was always free to do so. McWane chose to implement the policy even though the distributors would not have chosen to do so themselves. Where economists find efficient exclusive (or restrictive) dealing, both parties benefit because these agreements are generally voluntarily agreed to. A retailer may agree to stock only one brand of a product, but only because the manufacturer offers

---

<sup>239</sup> TU-FTC-0250485.

## Confidential – Subject to Protective Order

the retailer a better deal than any other manufacturer of the product. The manufacturer voluntarily agrees to charge the retailer less (or provide better service, or better quality, or other benefits to the retailer) because it gets the benefits from exclusivity, which may include not only sole access to the retailer's customers, but also the retailer's dedication and enthusiasm for the brand, promotion of the brand, better customer service, or any other "point of sale" benefits the retailer would have incentives to provide the manufacturer, if it were the only brand of the particular product that the retailer stocked.<sup>240</sup>

162. Thus, it is not mere coincidence that McWane's "full support" policy did not cover imported Fittings. As discussed previously, Fittings is a homogeneous product. If McWane had told distributors that they would lose unpaid rebates and have limited access to McWane's products unless they provided "full support" to McWane's imported Fittings, distributors could have easily purchased virtually identical Fittings supplied by Sigma, Star, or any number of the small fringe importers. I strongly suspect that Sigma, Star, or any other importer would have been quite willing to make sales at McWane's expense to distributors that were not willing to "fully support" McWane's imported Fittings.

163. Although Star has obtained some sales, these sales are far below its current ability to supply domestic Fittings, and not sufficient for it to obtain the scale necessary to justify the capital expenditures necessary to build or buy a cost-efficient foundry of its own. Testimony from investigational hearings indicates that Fittings production faces significant economies of scale. For example, McWane's Leon McCullough testified:

24 Q. And what if the tonnage in the Union foundry  
25 went down to say 5,000 tons for a year?

---

<sup>240</sup> Benjamin Klein and Andres Lerner, "The Expanded Economics of Free Riding: How Exclusive Dealing, Prevents Free-Riding and Creates Undivided Loyalty," 74 *Antitrust Law Journal*, 474, 491-496 (2007).

## Confidential – Subject to Protective Order

1 A. It would get extremely difficult. I mean,  
2 just -- all of a sudden you got to cover more fixed  
3 overhead. Your costs goes up. I mean, the more the  
4 industry shrinks, the more our business shrink; the more  
5 our cost goes up, the more uncompetitive we become, the  
6 fewer people we have working for us and the more people  
7 that are on the street, and I mean that's a bad  
8 scenario.<sup>241</sup>

McWane's Richard Tatman concurred with Mr. McCullough, describing significant economies of scale in the production of Fittings:

19 A. The problem with the foundries, they're all  
20 built to run a certain size. And if you go to Union  
21 Foundry, the meld operation is called a cupola. When  
22 you start it up, you got to run it. It's set to put  
23 out so much -- so much iron there. We almost have  
24 to -- whether we run the plant, we almost have to run  
25 so many hours a shift, and we almost have to run so  
1 much equipment.<sup>242</sup>

164. Thus, the testimony of McWane executives as well their statements in documents written during the course of business indicates both that the production of Fittings entails significant economies of scale and that the express purpose of imposing exclusive dealing on distributors was to "eliminate Star as a domestic supplier of fittings."<sup>243</sup>

165. Although McWane may not have (yet) eliminated Star from the domestic Fittings market, its "full support" program has delayed Star's ability to enter the MA Fittings market with competitively significant sales. Moreover, with the economies of scale necessary to obtain a minimum efficient size for its own foundry, Star could lower its costs significantly. The scale to justify a foundry would allow Star to obtain the efficiencies offered by high-volume manufacturing equipment. Equally important, it would enable Star to avoid the inefficiencies

---

<sup>241</sup> McCullough IH, August 12, 2010, pp. 95–96.

<sup>242</sup> Tatman IH, July 21, 2010, pp. 61-62.

<sup>243</sup> McWane-017936.

**Confidential – Subject to Protective Order**

caused by its continued use of others' foundries to manufacture its MA Fittings. These inefficiencies include, among other things, costs of identifying, negotiating with, qualifying, and maintaining and replacing multiple foundry-sources; increased quality control, logistical, and other costs of using multiple foundries located at distance from one another; and others.<sup>244</sup>

166. By using its market power to impede Star's growth, McWane also has managed to maintain a level of monopoly power that Star otherwise would have diminished. Accordingly, the ultimate result of McWane's use of its monopoly power to impose its "full support" policy has been to keep the prices of domestic Fittings manufactured for the MA Fittings market higher than otherwise and reducing consumer welfare.

**D. Conclusion**

167. McWane's "full support" program resulted in Star immediately losing sales by distributors fearing the loss of rebates and access to McWane's MA Fittings. HD Supply and Ferguson, the two largest distributors in the country, and other distributors refused to purchase MA Fittings from Star as a direct result of the "full support" policy. By denying Star the services of distributors that represented such a large share of the U.S. market, McWane erected a barrier to entry the impeded Star's growth and its ability to most efficiently manufacture MA fittings.

168. McWane could not have imposed a "full support" policy without its exercising monopoly power. By implementing its "full support" policy, McWane has been able to maintain monopoly power for longer than otherwise, resulting in higher prices than otherwise.

---

<sup>244</sup> Bhutada Deposition, May 14, 2012, pp. 73-75, 126-131. McCutcheon Deposition, May 16, 2012, pp. 141-142.

**Confidential – Subject to Protective Order**

169. By impeding Star's access to distribution and thereby its growth, McWane's "full support" program lowered the degree of competition that otherwise would have existed between McWane and Star. The result was higher prices and lower consumer welfare.

## Confidential – Subject to Protective Order

**V. McWane Entered the MDA to Eliminate Risk of Independent Sigma Entry; Had Sigma Entered, Competition Would Have Been Enhanced**

170. McWane entered the MDA with Sigma to eliminate the risk that Sigma would enter into the MA Fittings market as Star was doing. Had Sigma entered independently, competition would have been enhanced, and consumer welfare increased.

171. After passage of the ARRA, Sigma assured its customers that it would be able to supply them with domestic Fittings.<sup>245</sup> McWane reacted by weighing the risk of independent Sigma entry against supplying Sigma with its domestic Fittings, which McWane regarded as “a choice of evils as having more Domestic suppliers doesn’t really increase the size of the pie.”<sup>246</sup> On August 18, McWane’s Tatman wrote McWane VPs McCullough and Walton, saying he was “not picking up any strong sense that they [Sigma] have a strong alternate path at this point that they’d be willing to invest significant \$ into.”<sup>247</sup> “As such,” Tatman advised, he would “not throw too much \$ at this insurance policy [the MDA] . . . .”<sup>248</sup> On September 17, apparently having concluded that the risk of Sigma investing in an alternate path justified the payment of *some* insurance premium, McWane entered the MDA with Sigma.<sup>249</sup>

172. I have been asked by the staff of the Bureau of Competition to consider the competitive effects of the MDA under the assumption that Sigma would have entered into the MA Fittings market as a domestic manufacturer had the MDA not been signed. Under this assumption, the MDA reduced competition in the MA Fittings market that otherwise would have lowered prices and increased consumer welfare.

---

<sup>245</sup> Pais IH, July 23, 2010, pp. 140 - 145.

<sup>246</sup> TU-FTC-0258025.

<sup>247</sup> TU-FTC-0265821 – 827, p. 0265821.

<sup>248</sup> *Ibid.*

<sup>249</sup> SIG-00001-21

## Confidential – Subject to Protective Order

173. If Sigma would have entered into the domestic production of Fittings *but for* the MDA, then the MDA would not be characterized properly as a vertical supply agreement in which McWane acted as a supplier of domestic Fittings to a downstream distributor, Sigma. Instead, it would be a characterized properly as a horizontal agreement between McWane and Sigma that imposed significant restrictions on competition between the two companies.

174. The MDA greatly restricted the prices at which Sigma could resell McWane’s domestic Fittings. The MDA stated that Sigma could sell McWane’s domestic Fittings “at any price it deems appropriate [although] it is the unilateral policy of McWane not to appoint or continue any OEM distributor who resells McWane Domestic Fittings at a price less than 98% of McWane’s published pricing on a weighted average basis for all customers and items sold during any given quarterly period....”<sup>250</sup> That is, Sigma could regularly discount McWane’s Fittings by no more than 2 percent below McWane’s published pricing, irrespective of market conditions, competition from Star for a specific project, or any other factor that might cause Sigma to offer a distributor a price more than 2 percent below McWane’s published prices. The MDA also required Sigma to offer a rebate program of 8 percent or greater rebate to any customer that purchased more than \$200,000 annually of McWane domestic Fittings or that stocked McWane’s domestic Fittings in the normal course of business.<sup>251</sup>

175. The MDA not only controlled Sigma’s pricing, but also McWane’s. Sigma expressly requested that the same rules on pricing and customers that the MDA required of it apply to McWane.<sup>252</sup> Moreover, McWane sales managers and production executives explicitly requested their salespeople to abide by the restrictions placed on Sigma. “We can’t be moving

---

<sup>250</sup> SIG-00001 - SIG-00021, p. 00002.

<sup>251</sup> SIG-00001 - SIG-00021, p. 00002.

<sup>252</sup> SIG – 0003947.

**Confidential – Subject to Protective Order**

domestic numbers with our MDA with Sigma. We need to stay stable so let's keep focused on what is happening out there.”<sup>253</sup> “Sigma (and in theory Tyler Union [McWane]) is supposed to sell within 98% of the published levels.”<sup>254</sup>

176. McWane recognized that having multiple suppliers of domestic Fittings would not significantly increase the overall size of the MA Fittings market, and that an increase in net tonnage of its sales of domestic Fittings for the MA Fittings market would be unlikely.<sup>255</sup> The demand for fittings is derived from the demand for new sewage treatment plants or clean water treatment plants, or new or replacement water and sewage transportation systems. With the price of fittings representing only 5 percent or so of the cost of waterworks projects, prices for Fittings could be well above competitive levels without having a significant effect on the demand for Fittings.

177. At any given time, multiple suppliers of MA Fittings for use in ARRA projects or any other waterworks projects in which they are specified would have been competing for a share of a nearly fixed quantity of MA Fittings demanded for waterworks projects. Star's entry alone raised the concern that the domestic market would “get creamed from a pricing standpoint.”<sup>256</sup> Had Sigma also entered the MA Fittings market prices would likely have fallen substantially below the prices McWane had commanded as the sole producer of MA Fittings.

178. Thus, if Sigma had entered into the domestic production of Fittings rather than agreeing to the MDA, consumer welfare would have increased because of the enhanced degree

---

<sup>253</sup> Tu-FTC-0245518 – 245519, p. 235518 (e-mail from Jerry Jansen to Greg Adams and Marla Drake, October 4, 2009)

<sup>254</sup> TU-FTC-0249663 (e-mail from Rick Tatman to Leon G. McCullough and Thomas Watson, December 13, 2009).

<sup>255</sup> McWane-000264, slide 4.

<sup>256</sup> TU-FTC-0031436 – 31437, p. 31436

of competition in the MA Fittings market that Sigma's entry would have engendered and the resulting lower prices.

**VI. Conclusions**

179. Based on my economic analysis, I conclude that Sigma, Star and McWane communicated with one another by a variety of methods for the purpose of "stabilizing" falling prices and raising prices to higher levels. During certain periods of time Fittings prices increased as a result of this communication.

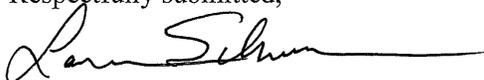
180. I also conclude that McWane, Sigma, and Star formed DIFRA for the purpose of uncovering cheating and "stabilizing" falling prices. To achieve this end, executives from McWane, Sigma, and Star not only used information exchanged through DIFRA, but also communicated with each other. This communication led to McWane raising price upon receipt of the DIFRA data, a price increase that Sigma and Star followed.

181. I further conclude that McWane used its monopoly power in the domestic production of Fittings to prevent or delay Star's efficient entry into the MA Fittings market. It accomplished this end by unilaterally imposing restrictive dealing on distributors, greatly diminishing Star's access to distribution for its products. By exercising its monopoly power in this way, I conclude that McWane was able to maintain monopoly power that otherwise would have been diminished by Star.

**Confidential – Subject to Protective Order**

182. Lastly, I conclude that, based on the assumption that Sigma would have entered the MA Fittings market but for McWane's offer of the MDA, McWane and Sigma used the MDA to restrict discounting by both firms and to prevent the enhanced degree of competition in the MA Fittings market that Sigma's entry would have engendered.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Laurence Schumann", with a long horizontal flourish extending to the right.

Laurence Schumann, Ph.D.

**Appendix A****LAURENCE SCHUMANN, PhD**

FEDERAL TRADE COMMISSION  
BUREAU OF ECONOMICS  
600 PENNSYLVANIA AVE., NW  
WASHINGTON, DC 20580

**• Education**

- PhD in Economics, University of Virginia (1986)
- BA *with Distinction*, Major in Economics, University of Virginia (1980)

**Current Position****Federal Trade Commission****Economist, Bureau of Economics**

March 2008 – Present

**Coordinator – Bureau of Economics Competition Advocacy Program**

December 2008 – September 2010

**Technical Assistance Missions:**

Hue, Vietnam

Competition Law Enforcement: Experiences from Vietnam and the United States, May 13, 2011

Nha Trang, Vietnam

Regional Training Workshop: Legal and Economic Framework for Merger Analysis, May 9 – 11, 2010

Budapest, Hungary

Competition Economics Regional Training Conference, June 1 – 3, 2010

Nairobi, Kenya

Workshop On Antitrust Enforcement And Economics, September 22-24, 2009

**Economist, Bureau of Economics**

September 1985 – March 1996

**Previous Positions****LECG**

Senior Managing Economist

June 2006 – February 2008

**CRA International**

Principal

January 2004 – May 2006

**Glassman-Oliver Economic Consultants**

Vice President

March 1996–January 2004

## Confidential – Subject to Protective Order

**Expert Testimony**

Confidential Medical Device Arbitration. *Hearing testimony, deposition, and expert report* (2004).

*Solaia Technologies LLC v. Rockwell Automation, Inc. et al.* (Civil Action No. 03 C 0566), U.S. District Court for the District of Illinois, Eastern Division. *Expert report* (2003).

*United States of America v. Boston Scientific Corporation* (Civ. No. 00-12247-PBS), U.S. District Court for the District of Massachusetts. *Trial testimony, deposition, and expert report* (2002).

*Sony Electronics, Inc. et al. v. Soundview Technologies, Inc.* (Lead No.: 3:00CV754 (JBA)), U.S. District Court for the District of Connecticut. *Expert Report and affidavit* (2002).

*Angelo Prieto, Trustee of the Brett M. Davis Insurance Trust, and Brett M. Davis, Individually v. John Hancock Mutual Life Insurance Company, Jim Engram, Individually and Jim Engram & Associates* (Civil Action No. 3:97-CV-2441-H), U.S. District Court for the Northern District of Texas, Dallas Division. *Expert report* (2000).

*Sacramento Municipal Utility District v. Campbell Soup Company*, American Arbitration Association. *Hearing testimony and deposition* (1999).

*Easy Gardner Inc. v. Dalen Products, Inc.* (Civil Action No. W97-CA261), U.S. District Court for the Western District of Texas, Waco Division. *Expert report* (1998).

*Bayou Steel Corporation v. United Steelworkers of America et al.* (Civil Action No. 95-496-RPM) U.S. District Court for the District of Delaware. *Expert report and deposition* (1997).

*Federal Trade Commission v. Boston Scientific Corporation* (Civil Action No. 1:95 CV00198) United States District Court for the District of Columbia. *Expert report* (1995).

**Publications**

“Discriminatory Dealing With Downstream Competitors: Evidence From the Cellular Industry.” (with David Reiffen and Michael R. Ward), *The Journal of Industrial Economics* 48, September 2000.

“In the Matter of Weyerhaeuser Company: The Use of a Hold-Separate Order in a Merger with Horizontal and Vertical Effects.” (with James D. Reitzes and Robert P. Rogers), *The Journal of Regulatory Economics* 11, May 1997.

“Patterns of Abnormal Returns and the Competitive Effects of Horizontal Mergers.” *The Review of Industrial Organization* 8, December 1993.

“The Competitive Effects of Horizontal Mergers in the Hospital Industry: A Closer Look.” (With Michael G. Vita), *The Journal of Health Economics* 10, October 1991.

“State Regulation of Takeovers and Shareholder Wealth: The Case of New York’s 1985 Takeover Statutes.” *The RAND Journal of Economics* 19, winter 1988.

“Industry Structure with Fluctuating Demand.” (With David E. Mills), *The American Economic Review* 75, September 1985. Reprinted in *Small Firms and Economic Growth*,

## Confidential – Subject to Protective Order

Zoltan J. Acs, ed., 1996, Elgar Reference Collection, International Library of Critical Writings in Economics, vol. 61.

- **Research Reports and Other Papers**

“*An Economic Analysis Of The Draft Small Open-Flame Regulation Of Upholstered Furniture.*” (with Lloyd E. Oliver). Report submitted to the staff of the U.S. Consumer Product Safety Commission, February 2001.

“*Case Studies of the Price Effects of Horizontal Mergers.*” (With Robert P. Rogers and James D. Reitzes), Federal Trade Commission, Bureau of Economics Staff Report, April 1992.

“Comment on Weidenbaum and Vogt’s ‘Takeovers and Stockholders: Winners and Losers.’” (With Robert Stoner), *California Management Review* (published as a letter to the editor), spring 1988.

“The Effects of FTC Antitrust Challenges on Rival Firms 1981-1987: An Analysis of the Use of Stock Returns to Determine the Competitive Effects of Horizontal Mergers.” Federal Trade Commission, Bureau of Economics Staff Report, November 1989.

- **Teaching Experience**

- **University of Virginia, Department of Economics**

Visiting Lecturer, The Law and Economics of Antitrust Policy, January 1990–May 1990

Instructor, Intermediate Microeconomics, August 1983–May 1984

Teaching Assistant, Graduate Econometrics, January 1983–May 1983

Teaching Assistant, Introductory Economics, August 1982–December 1982

Teaching Assistant, Introductory Economics, August 1981–May 1982

- **Journal Referee**

The Journal of Industrial Economics

The Journal of Law and Economics

The Journal of Law, Economics, & Organization

The RAND Journal of Economics

## Appendix B

### Materials Considered

#### Books

- Carlton, Dennis W. and Perloff, Jeffrey M., *Modern Industrial Organization*, 4th ed. (Boston: Pearson Addison Wesley, 2005).
- Colander, David C., *Microeconomics*, 8th ed. (Boston: McGraw-Hill Irwin, 2010).
- Connor, J.M., *Global Price Fixing: Our Customers are the Enemy* (Boston: Kluwer Academic, 2001).
- Connor, John M., *Global Price Fixing* 2nd ed. (Berlin: Springer-Verlag, 2008).
- Davis, Mackenzie L., *Water and Wastewater Engineering: Design Principles and Practice* (New York: McGraw-Hill, 2010).
- Pepall, Lynne, Daniel J. Richards, and George Norman, *Industrial Organization: Contemporary Theory and Practice*, 2nd ed. (Mason, Ohio: South-Western – Cengage Learning, 2002).
- Williamson, Oliver E., *Markets and Hierarchies – Analysis and Antitrust Implications: A Study of the Economics of Internal Organization* (New York: The Free Press, 1975).

#### Articles

- Asker, John, "Diagnosing Foreclosure due to Exclusive Dealing," (October 14, 2005).
- Baker, Jonathan, "Market Definition: An Analytical Overview" (2006).
- Baker, Jonathan, "Two Sherman Act Section 1 Dilemmas: Parallel Pricing, The Oligopoly Problem, and Oligopoly Problem and Contemporary Economic Theory" 38 *Antitrust Bulletin*, 143, (1993).
- Carlton, Dennis and Peltzman, Sam, "Introduction to Stigler's Theory of Oligopoly" 6 *Competition Policy International*, 237 (2010).
- Carlton, Dennis W., Robert H. Gertner, and Andrew M. Rosenfield, "Communication Among Competitors: Game Theory And Antitrust," 5 *George Mason Law Review*, 423 (1996-1997).
- Coase, Ronald H., "The Nature of the Firm," 4 *Economica*, 386 (1937).
- Coate, Malcolm, "Alive and Kicking: Collusion Theories in Merger Analysis at the Federal Trade Commission."
- Connor, John M., "Price-Fixing Overcharges: Revised 2nd Edition," SSRN (2010), Available at: <http://ssrn.com/abstract=1610262>.
- Farrell, Joseph and Matthew Rabin, "Cheap Talk," 10 *Journal of Economic Perspectives*, 103 (1996).
- Funderburk, D. R., "Price Fixing in the Liquid-Asphalt Industry: Economic Analysis Versus the 'Hot Document,'" *Antitrust Law and Economics Review* (1974), pp. 61 – 74.
- Grout, Paul A. and Silvia Sondegger, "Predicting Cartels," Office of Fair Trading, (March 2005).
- Harrington, Joseph E. "How do Cartels Operate," (March 27, 2006).
- Harrington, Joseph E., "Posted Pricing As A Plus Factor," 7 *Journal of Competition & Economics*, 1 (2011).

## Confidential – Subject to Protective Order

- Harrington, Joseph E., “Detecting Cartels,” Handbook of Antitrust Economics, ed. Paolo Buccirossi, 213 (2008).
- Harrington, Joseph E., EARIE Presentation, "The Anatomy of a Cartel Price Path: Theory Meets Practice," (August 27,2006).
- Hay, George A. and Daniel Kelly, “An Empirical Survey of Price Fixing Conspiracies,” 17 Journal of Law and Economics, 13 (1974).
- Kaplow, Louis, "An Economic Approach To Price Fixing," 77 Antitrust Law Journal, 343 (2011).
- Kaplow, Louis, "Direct Versus Communications-Based Prohibitions on Price Fixing," 3 Journal of Legal Analysis, 449 (2011).
- Kirby, Alison "Trade Associations as Information Exchange Mechanisms," 19 RAND Journal of Economics, 138 (1988).
- Klein, Benjamin and Andres Lerner, “The Expanded Economics of Free Riding: How Exclusive Dealing, Prevents Free-Riding and Creates Undivided Loyalty,” 74 Antitrust Law Journal, 474 (2007).
- Kovacic, William E., "The Identification and Proof of Horizontal Agreements Under The Antitrust Laws," 38 Antitrust Bulletin, 5 (1993).
- Kovacic, William E., Robert C. Marshall, and Leslie M. Marx, "Plus Factors and Agreement in Antitrust Law," 110 Michigan Law Review, 393 (2011).
- Lafontaine, Francine "Exclusive Contracts and Vertical Restraints: Empirical Evidence and Public Policy," (September 2005).
- Levenstein, Margaret C. and Valerie Y. Suslow, “What Determines Cartel Success,” 44 Journal of Economic Literature, (2006).
- McAfee, Preston R., Hugo M. Mialon, and Michael A. Williams, “What Is a Barrier to Entry?,” 94 The American Economic Review, 461 (2004).
- Posner, Richard A., "Information and Antitrust: Reflections on the Gypsum and Engineers Decisions," 67 Georgetown Law Review, 1188 (1978-1979).
- Posner, Richard A., "Oligopoly and the Antitrust Laws: A Suggested Approach," 21 Stanford Law Review, 1562 (1969).
- Rasmusen, Eric B., J. Mark Ramseyer, and John S. Wiley, Jr., “Naked Exclusion,” American Economic Review, 1137 (1991).
- Schmalensee, Richard, “Sunk Costs and Antitrust Barriers to Entry,” 94 American Economic Review, 471 (2004).
- Segal, Ilya R. and Michael D. Whinston, “Naked Exclusion: Comment,” 90 American Economic Review, 296 (2000).
- Simpson, John and Abraham L. Wickelgren, “Naked Exclusion, Efficient Breach, and Downstream Competition,” 97 American Economic Review, 1305 (2007).
- Stigler, George J., “A Theory of Oligopoly,” 72 Journal of Political Economy, 44 (1964).
- Wright, Joshua D., "An Evidence-Based Approach to Exclusive Dealing and Loyalty Discounts," Online Magazine for Global Competition Policy, (July, 2009), Available at: [http://ssrn.com/abstract\\_id=1434406](http://ssrn.com/abstract_id=1434406).
- Yao, Dennis A. and Susan S. DeSanti, "Game Theory and the Legal Analysis of Tacit Collusion," 38 Antitrust Bulletin, 113 (1993).



**Confidential – Subject to Protective Order**

12.05.17 Hays, Michael	Depo Tr and Exhibits
12.05.17 Teske, Thomas	Depo Tr and Exhibits
12.05.18 Rona, Mitchell	Depo Tr and Exhibits
12.05.22 McCullough, Leon	Depo Tr and Exhibits
12.05.22 Backman, Alan	Depo Tr and Exhibits
12.05.24 Page, Ruffner	Depo Tr and Exhibits
12.05.24 Kuhrts, Douglas	Depo Tr and Exhibits
12.05.25 Bharat, Agarwal	Depo Tr and Exhibits
12.05.29 Bhattacharji, Siddarth	Depo Tr and Exhibits
12.05.29 Nowlin, Charles	Depo Tr and Exhibits
12.05.30 Morton, Thomas	Depo Tr and Exhibits
12.05.30 Napoli, Vincent	Depo Tr and Exhibits
12.05.30 Webb, Jerry	Depo Tr and Exhibits
12.05.31 Crawford, Gary	Depo Tr and Exhibits
12.05.31 Leider, Leroy	Depo Tr and Exhibits
12.05.31 Pais, Victor	Depo Tr and Exhibits
12.05.31 Long, Thad	Depo Tr and Exhibits
12.05.31 Walton, Thomas	Depo Tr and Exhibits
12.06.01 Berry, Michael	Depo Tr and Exhibits
12.06.01 Thees, William	Depo Tr and Exhibits

**Correspondence**

- 2010.05.03 Sigma White Paper
- 2010.09.30 Sigma White Paper
- 2010.10.20 Sigma WP (DIFRA)
- 2010.10.20 Sigma WP (MDA)
- 2011.05.10 McWane White Paper
- 2011.05.12 McWane White Paper
- 2010.06.01 6:32 pm E-mail to Renner from Stargard
- 2011.05.26 Letter to Renner from Stargard re: Available DIWF distributors
- 2012.03.06 Letter to Lavery from Hitsky re: Enclosing US Pipe production
- 2012.03.21 Letter to Brock from Lavery re: US Pipe Documents
- 2012.04.06 3:23 pm E-mail to Holleran from Lavery
- 2012.04.06 3:49 pm E-mail to Holleran from Lavery
- 2012.04.18 1:33 pm E-mail to Holleran from Lavery
- 2012.04.26 7:04 pm E-mail to Bloom from Williams re: Sales Transaction Spreadsheets (FTC-DIPF-03557)
- 2012.04.27 12:22 pm E-mail to Bloom from Williams re: Sales Transaction Spreadsheets (FTC-DIPF-03550)
- 2012.05.10 9:20 am E-mail to Bloom from Leckerman re: Questions re Sigma Product Descriptions (FTC-DIPF-03571)
- 2012.05.10 9:35 pm E-mail to Bloom from Leckerman re: CONFIDENTIAL-- FTC Docket #9351 - Sample Rebate Data from SIGMA (FTC-DIPF-03572)
- 2012.05.14 9:36 am E-mail to Bloom from Lavery

## Confidential – Subject to Protective Order

**Data**

DALLAS\_2862759\_1.XLS (Star)  
 DALLAS\_2864221\_2.XLS (Star)  
 DALLAS\_2873056\_1.XLS  
 Fitting Purchases - 2003 - USP-FTC\_00000018  
 Fitting Purchases - 2004 - USP-FTC\_00000019  
 Fitting Purchases - 2005 - USP-FTC\_00000020  
 Fitting Purchases - 2006 - USP-FTC\_00000021  
 Fitting Purchases - 2007 - USP-FTC\_00000022  
 Fitting Purchases - 2008 - USP-FTC\_00000023  
 Fitting Purchases - 2009 - USP-FTC\_00000024  
 Fitting Purchases - 2010 - USP-FTC\_00000025  
 Fittings sales - USP-FTC\_00000026  
 FTC-SIGMA-000001 (Audit Data).mdb  
 Itemdescription.xls  
 mcwane\_sales\_data\_2008\_2010\_q1.dta  
 McWane-007664.xlsx through McWane-007685.xlsx  
 STAR0000001\_FTC Docket No. 9351\_Confidential.xlsx  
 STAR0000008\_FTC Docket No. 9351\_Confidential.xls  
 STAR0182054\_FTC Docket No. 9351\_Confidential.xlsx

**Company**

Star Pipe  
 Star Pipe  
 Star Pipe  
 US Pipe/Mueller  
 Sigma  
 Sigma  
 McWane  
 McWane  
 Star Pipe  
 Star Pipe  
 Star Pipe

**Commission Documents/ALJ Filings**

- Subpoena Duces Tecum Issued to DIFRA, 2010-08-06
- Transcript of Scheduling Conf of 2012.02.13
- McWane-Star - ALJ Designation
- McWane-Star FTC Press Release
- McWane-Star Complaint
- Sigma - Decision and Order
- Sigma - Statement of Commissioner Rosch
- Sigma Agreement
- Sigma Complaint
- Sigma Press Release
- Subpoena Duces Tecum Issued to McWane, 2010-03-17
- Subpoena Duces Tecum Issued to McWane (Modification), 2010-04-02
- Subpoena Duces Tecum Issued to McWane (Modification), 2010-04-30
- Subpoena Ad Testificandum Issued to Tatman (McWane), 2010-06-21
- Subpoena Duces Tecum Issued to Sigma, 2010-03-17
- Subpoena Duces Tecum Issued to Sigma (Modification), 2010-04-01
- Subpoena Duces Tecum Issued to Star, 2010-03-17
- Subpoena Duces Tecum Issued to Star (Modification), 2010-04-02
- McWane's Answer to the Federal Trade Commission's Administrative Complaint, 2012.02.02
- McWane's Responses to CC's RFAs, 2012.06.08

## Confidential – Subject to Protective Order

**Miscellaneous**

- The Pennsylvania Steel Products Procurement Act, 73 Pa. Stat. §§ 1881-1887
- US EPA, Memorandum From James A. Hanlon, Director, Office of Wastewater Management and Cynthia C. Dougherty, Director, Office of Ground Water and Drinking Water To Water Management Division Directors, April 28, 2009
- 2012.02.09 Complaint in Water Line Supply v. McWane
- 2010 FTC/DOJ Horizontal Merger Guidelines
- 1997 FTC/DOJ Horizontal Merger Guidelines
- H.R. 1, American Recovery and Reinvestment Act of 2009 (ARRA), Public Law 111-5, Feb. 17, 2009
- Ductile Iron Pipe Research Association, www.dipra.org, “About Ductile Iron Pipe,” <http://www.dipra.org/benefits-of-dip/benefits-of-di-pipes/>
- QIT-Fer et Titane Inc, Ductile Iron Data for Design Engineers, Revised and Reprinted (Montreal: Rio Tinto Iron & Titanium, Inc., 1998), available from [metalwebnews.org/ftp/didata.pdf](http://metalwebnews.org/ftp/didata.pdf) and The Ductile Iron Society (<http://www.ductile.org/didata/default.htm>)
- <http://www.awwa.org>
- <http://www.census.gov/construction/c30/totpage.html>
- <http://www.hajoca.com>
- [http://www.nobelprize.org/nobel\\_prizes/economics/laureates/1994/press.html](http://www.nobelprize.org/nobel_prizes/economics/laureates/1994/press.html)
- <http://www.recovery.gov/Transparency/fundingoverview/Pages/fundingbreakdown.aspx>
- HD Supply Interview (Jerry Webb and others), Elkridge, MD, April 12, 1012
- Frazier and Frazier Interview (Charles Frazier), May 25, 2012
- Star Pipe Interview (Rishi Bhutada), May 25, 2012

**Documents (Beginning Bates Number)**

ACIP000003  
 ACIP000018  
 ACIP000019  
 DIFRA-000496  
 DIFRA-000497  
 DIFRA-000498  
 E00000787  
 E00002878  
 E00002879  
 E00006631  
 E00006633  
 E00006640  
 E00006642  
 E00007035  
 E00007132  
 E00014599  
 E00016058  
 E00017339  
 E00020779  
 E00020779  
 E00025630  
 E00026239

**Company**

ACIPCO  
 ACIPCO  
 ACIPCO  
 DIFRA  
 DIFRA  
 DIFRA  
 Star Pipe  
 Star Pipe

## Confidential – Subject to Protective Order

E00044444	Star Pipe
E00046819	Star Pipe
E00047705	Star Pipe
E00047705	Star Pipe
E00047856	Star Pipe
E00048297	Star Pipe
E00063548	Star Pipe
E00064106	Star Pipe
E00064108	Star Pipe
E00064110	Star Pipe
E0010379	Star Pipe
ESP00001138	Star Pipe
ESP0001102	Star Pipe
ESP0001105	Star Pipe
ESP0001113	Star Pipe
ESP0001122	Star Pipe
ESP0001138	Star Pipe
ESP0001468	Star Pipe
ESP0001988	Star Pipe
ESP0002164	Star Pipe
ESP0002166	Star Pipe
ESP0002168	Star Pipe
ESP0002170	Star Pipe
ESP0002172	Star Pipe
ESP0002174	Star Pipe
ESP0002176	Star Pipe
ESP0002178	Star Pipe
ESP0002185	Star Pipe
ESP0002310	Star Pipe
ESP0002578	Star Pipe
ESP0002933	Star Pipe
ESP0002937	Star Pipe
ESP0002976	Star Pipe
ESP0003012	Star Pipe
ESP0003036	Star Pipe
ESP0003054	Star Pipe
ESP0003083	Star Pipe
ESP0003092	Star Pipe
ESP0003143	Star Pipe
ESP0003145	Star Pipe
ESP0004665	Star Pipe
FEI-00000002	Ferguson
FEI-00002420	Ferguson
HAJ00001	Hajoca
HAJ000043	Hajoca
HAJ000045	Hajoca

Confidential – Subject to Protective Order

HAJ000046	Hajoca
HAJ000053	Hajoca
HAJ000055	Hajoca
HAJ000058	Hajoca
HDSWW000001	HD Supply
HDSWW000002	HD Supply
HDSWW000005	HD Supply
HDSWW000006	HD Supply
HDSWW000008	HD Supply
HDSWW000018	HD Supply
HDSWW000019	HD Supply
HDSWW000023	HD Supply
HDSWW000031	HD Supply
HDSWW000033	HD Supply
HDSWW000035	HD Supply
HDSWW000039	HD Supply
HDSWW000042	HD Supply
HDSWW000044	HD Supply
HDSWW000048	HD Supply
HDSWW000053	HD Supply
HDSWW000054	HD Supply
HDSWW000055	HD Supply
HDSWW000056	HD Supply
HDSWW000057	HD Supply
HDSWW001395	HD Supply
McWane-000002	McWane
McWane-000044	McWane
McWane-000053	McWane
McWane-000057	McWane
McWane-000061	McWane
McWane-000098	McWane
McWane-000149	McWane
McWane-000177	McWane
McWane-000263	McWane
McWane-000264	McWane
McWane-000353	McWane
McWane-000367	McWane
McWane-000387	McWane
McWane-000423	McWane
McWane-000449	McWane
McWane-000668	McWane
McWane-001199	McWane
McWane-001295	McWane
McWane-001337	McWane
McWane-001338	McWane
McWane-001339	McWane

Confidential – Subject to Protective Order

McWane-001532	McWane
McWane-001564	McWane
McWane-001623	McWane
McWane-001633	McWane
McWane-002051	McWane
McWane-002053	McWane
McWane-002057	McWane
McWane-002058	McWane
McWane-002061	McWane
McWane-002063	McWane
McWane-002065	McWane
McWane-002123	McWane
McWane-002124	McWane
McWane-002125	McWane
McWane-002346	McWane
McWane-002357	McWane
McWane-002441	McWane
McWane-002443	McWane
McWane-002537	McWane
McWane-002545	McWane
McWane-002660	McWane
McWane-002693	McWane
Mcwane-002701	McWane
McWane-003527	McWane
McWane-005120	McWane
McWane-005127	McWane
McWane-006982	McWane
McWane-007396	McWane
McWane-007403	McWane
McWane-007404	McWane
McWane-007408	McWane
McWane-007420	McWane
McWane-007472	McWane
McWane-007526	McWane
McWane-007527	McWane
McWane-007528	McWane
McWane-007636	McWane
McWane-007642	McWane
McWane-007647	McWane
McWane-007654	McWane
McWane-007658	McWane
McWane-007661	McWane
McWane-007663	McWane
McWane-008871	McWane
McWane-008877	McWane
McWane-009447	McWane

Confidential – Subject to Protective Order

McWane-009851	McWane
McWane-010391	McWane
McWane-013785	McWane
McWane-013885	McWane
McWane 014242	McWane
McWane-014477	McWane
McWane-014478	McWane
McWane-014479	McWane
McWane-014480	McWane
McWane-014481	McWane
McWane-014766	McWane
McWane-014929	McWane
McWane-015035	McWane
McWane-017096	McWane
McWane-017097	McWane
McWane-017098	McWane
McWane-017099	McWane
McWane-017100	McWane
McWane-017936	McWane
McWane 018123	McWane
McWane-018576	McWane
McWane-018917	McWane
McWane-018918	McWane
McWane-018919	McWane
McWane-018931	McWane
McWane-018933	McWane
McWane-020208	McWane
McWane--021672	McWane
McWane-021730	McWane
McWane-021731	McWane
McWane-021783	McWane
McWane-021815	McWane
McWane-021823	McWane
McWane-021826	McWane
McWane-022094	McWane
McWane-024626	McWane
McWane-025793	McWane
McWane-026143	McWane
McWane-049391	McWane
McWane-080882	McWane
McWane-081013	McWane
McWane-083995	McWane
McWane-083995	McWane
McWane-114691	McWane
McWane-123857	McWane
McWane-184638	McWane

Confidential – Subject to Protective Order

McWane-184638	McWane
McWane-215911	McWane
McWane-264005	McWane
MESP0000334	Star Pipe
MESP0000346	Star Pipe
MESP0000405	Star Pipe
MESP0000580	Star Pipe
MESP0000590	Star Pipe
MESP0000598	Star Pipe
MESP0000729	Star Pipe
MESP0002125	Star Pipe
MESP0002842	Star Pipe
MESP0003704	Star Pipe
MESP0004043	Star Pipe
MESP0005028	Star Pipe
MESP0005162	Star Pipe
MESP0005208	Star Pipe
MESP0005560	Star Pipe
MESP0006559	Star Pipe
MESP0009348	Star Pipe
MESP0010300	Star Pipe
MESP0010381	Star Pipe
MESP0010393	Star Pipe
MESP0010418	Star Pipe
MESP0010500	Star Pipe
MESP0012118	Star Pipe
MESP0012240	Star Pipe
MESP0012240	Star Pipe
Q001SP0000001	Star Pipe
Q001SP0000971	Star Pipe
Q002SP0000328	Star Pipe
Q002SP0000347	Star Pipe
Q002SP0000348	Star Pipe
Q002SP0000351	Star Pipe
Q002SP0000361	Star Pipe
Q002SP0000385	Star Pipe
Q002SP0000395	Star Pipe
Q003SP0000070	Star Pipe
Q003SP0000110	Star Pipe
Q005SP0000002	Star Pipe
Q006SP0000052	Star Pipe
Q006SP0000111	Star Pipe
Q006SP0000145	Star Pipe
Q006SP0000147	Star Pipe
Q006SP0000148	Star Pipe
Q006SP0000789	Star Pipe

## Confidential – Subject to Protective Order

Q006SP0000791	Star Pipe
Q006SP0000805	Star Pipe
Q006SP0000810	Star Pipe
Q006SP0000811	Star Pipe
Q006SP0000818	Star Pipe
Q006SP0000826	Star Pipe
Q006SP0000832	Star Pipe
Q006sp0000845	Star Pipe
Q006SP0000853	Star Pipe
Q006SP0000886	Star Pipe
Q006SP0000890	Star Pipe
Q006SP0000892	Star Pipe
Q006SP0000897	Star Pipe
Q006SP0000904	Star Pipe
Q006sp0000907	Star Pipe
Q006SP0000922	Star Pipe
Q006SP0000922	Star Pipe
Q006SP0000929	Star Pipe
Q006SP0000933	Star Pipe
Q006SP0000940	Star Pipe
Q006SP0000950	Star Pipe
Q006SP0000963	Star Pipe
Q006SP0000964	Star Pipe
Q006SP0000966	Star Pipe
Q006SP0001021	Star Pipe
Q0075SP0000316	Star Pipe
Q007SP0000056	Star Pipe
Q007SP0000056	Star Pipe
Q007SP0000118	Star Pipe
Q007SP000118	Star Pipe
Q010SP0000067	Star Pipe
Q010SP0000375	Star Pipe
Q010SP0000390	Star Pipe
Q010SP0000594	Star Pipe
Q011SP0000002	Star Pipe
Q011SP0000214	Star Pipe
Q011SP0000220	Star Pipe
Q011SP0000226	Star Pipe
Q011SP0000237	Star Pipe
Q011SP0000253	Star Pipe
Q011SP0000276	Star Pipe
Q011SP0000277	Star Pipe
Q011SP0000279	Star Pipe
Q011SP0000280	Star Pipe
Q011SP0000282	Star Pipe
Q011SP0000288	Star Pipe

Confidential – Subject to Protective Order

Q011SP0000288	Star Pipe
Q011SP0000292	Star Pipe
Q011SP0000306	Star Pipe
Q011SP0000315	Star Pipe
Q011SP0000704	Star Pipe
Q011SP0000706	Star Pipe
Q012SP0000003	Star Pipe
Q012SP0000026	Star Pipe
Q012SP0000065	Star Pipe
Q012SP0000479	Star Pipe
Q014SP0000001	Star Pipe
Q014SP0000137	Star Pipe
Q014SP0000176	Star Pipe
Q014SP0000196	Star Pipe
Q014SP0000538	Star Pipe
Q014SP0001173	Star Pipe
SIG-00001	Sigma
SIG-0000640	Sigma
SIG-0000686	Sigma
SIG-0000778	Sigma
SIG-0000799	Sigma
SIG-0000825	Sigma
SIG-0001027	Sigma
SIG-0001415	Sigma
SIG-0001429	Sigma
SIG-0001505	Sigma
SIG-0001510	Sigma
SIG-0001523	Sigma
SIG-0001524	Sigma
SIG-0001526	Sigma
SIG-0001545	Sigma
SIG-0001553	Sigma
Sig-0001556	Sigma
SIG-0001557	Sigma
SIG-0001559	Sigma
SIG-0001559	Sigma
SIG-0001814	Sigma
SIG-0002046	Sigma
SIG-0002079	Sigma
SIG-0002497	Sigma
SIG-0002517	Sigma
SIG-0002517	Sigma
SIG-0002517	Sigma
SIG-0002563	Sigma
SIG-0002591	Sigma
SIG-0002602	Sigma

Confidential – Subject to Protective Order

SIG-0002611	Sigma
SIG-0002627	Sigma
SIG-0002680	Sigma
SIG-0002793	Sigma
SIG-0002815	Sigma
SIG-0002863	Sigma
SIG-0003123	Sigma
SIG-0003149	Sigma
SIG-0003150	Sigma
SIG-0003184	Sigma
SIG-0003213	Sigma
SIG-0003224	Sigma
SIG-0003227	Sigma
SIG-0003508	Sigma
SIG-0003947	Sigma
SIG-0004963	Sigma
SIG-0005011	Sigma
SIG-0005229	Sigma
SIG-0005602	Sigma
SIG-0005624	Sigma
SIG-0005644	Sigma
SIG-0005750	Sigma
SIG-0005839	Sigma
SIG-0005856	Sigma
SIG-0005899	Sigma
SIG-0005974	Sigma
SIG-0006049	Sigma
SIG-0006230	Sigma
SIG-0006230	Sigma
SIG-0006431	Sigma
SIG-0006592	Sigma
SIG-0006769	Sigma
SIG-0006850	Sigma
SIG-0006852	Sigma
SIG-0006973	Sigma
SIG-0007076	Sigma
SIG-0007142	Sigma
SIG-0007771	Sigma
SIG-0007852	Sigma
SIG-0008015	Sigma
SIG-0008049	Sigma
SIG-0008050	Sigma
SIG-0008065	Sigma
SIG-0008133	Sigma
SIG-0008179	Sigma
SIG-0008207	Sigma

Confidential – Subject to Protective Order

SIG-0008278	Sigma
SIG-0008749	Sigma
SIG-0008818	Sigma
SIG-0009054	Sigma
SIG-0009657	Sigma
SIG-0009756	Sigma
SIG-0009760	Sigma
SIG-0009779	Sigma
SIG-0009844	Sigma
SIG-0009845	Sigma
SIG-0009857	Sigma
SIG-0009894	Sigma
SIG-0009956	Sigma
SIG-0009975	Sigma
SIG-0010898	Sigma
SIG-0011038	Sigma
SIG-0011253	Sigma
SIG-0013004	Sigma
SIG-0013281	Sigma
SIG-0014008	Sigma
SIG-0014343	Sigma
SIG-0014344	Sigma
SIG-0014852	Sigma
SIG-0016570	Sigma
SIG-0016744	Sigma
SIG-0016773	Sigma
SIG-0016817	Sigma
SIG-0017142	Sigma
SIG-0017303	Sigma
SIG-0018232	Sigma
SIG-0018577	Sigma
SIG-0018808	Sigma
SIG-0019672	Sigma
SIG-0019673	Sigma
SIG-0020035	Sigma
SIG-0022881	Sigma
SIG-0023115	Sigma
SIG-0023804	Sigma
SIG-0023918	Sigma
SIG-0025354	Sigma
SIG-0025767	Sigma
SIG-0025783	Sigma
SIG-0025847	Sigma
SIG-0025856	Sigma
SIG-0026585	Sigma
SIG-0026888	Sigma

Confidential – Subject to Protective Order

SIG-0027588	Sigma
SIG-0029504	Sigma
SIG-0030706	Sigma
SIG-0030709	Sigma
SIG-0031214	Sigma
SIG-0031373	Sigma
SIG-0031590	Sigma
SIG-0031981	Sigma
SIG-0031982	Sigma
SIG-0031983	Sigma
SIG-0031984	Sigma
SIG-0031985	Sigma
SIG-0031999	Sigma
SIG-0032461	Sigma
SIG-0032491	Sigma
SIG-0033417	Sigma
SIG-0033569	Sigma
SIG-0033686	Sigma
SIG-0033693	Sigma
SIG-0033698	Sigma
SIG-0033713	Sigma
SIG-0033723	Sigma
SIG-0033727	Sigma
SIG-0033727	Sigma
SIG-0033753	Sigma
SIG-0033768	Sigma
SIG-0033851	Sigma
SIG-0033854	Sigma
SIG-0033863	Sigma
SIG-0033880	Sigma
SIG-0033889	Sigma
SIG-0033893	Sigma
SIG-0033895	Sigma
SIG-0033899	Sigma
SIG-0033927	Sigma
SIG-0033929	Sigma
SIG-0033939	Sigma
SIG-0033947	Sigma
SIG-0033950	Sigma
SIG-0033951	Sigma
SIG-0034036	Sigma
SIG-0034050	Sigma
SIG-0034210	Sigma
SIG-0034406	Sigma
SIG-0034420	Sigma
SIG-0034424	Sigma

Confidential – Subject to Protective Order

SIG-0034453	Sigma
SIG-0034500	Sigma
SIG-0034503	Sigma
SIG-0034765	Sigma
SIG-0034806	Sigma
SIG-0034827	Sigma
SIG-0034860	Sigma
SIG-0036980	Sigma
SIG-0037389	Sigma
SIG-0038617	Sigma
SIG-0039631	Sigma
SIG-0039632	Sigma
SIG-0040121	Sigma
SIG-0040241	Sigma
SIG-0040326	Sigma
SIG-0052160	Sigma
SIG-0052897	Sigma
SIG-0053116	Sigma
SIG-0053145	Sigma
SIG-0053328	Sigma
SIG-0053393	Sigma
SIG-0053393	Sigma
SIG-0053397	Sigma
SIG-0053404	Sigma
SIG-0053608	Sigma
SIG0054441	Sigma
SIG-0054441	Sigma
SIG-0054525	Sigma
SIG-0055257	Sigma
SIG-0055257	Sigma
SIG-0055497	Sigma
SIG-0055586	Sigma
SIG-0055830	Sigma
SIG-0056075	Sigma
SIG-0056509	Sigma
SIG-0057822	Sigma
SIG-0057840	Sigma
SIG-0057850	Sigma
SIG-0057961	Sigma
SIG-0057981	Sigma
SIG-0057983	Sigma
SIG-0057997	Sigma
SIG-0058000	Sigma
SIG-0058090	Sigma
SIG-0058149	Sigma
SIG-0058296	Sigma

## Confidential – Subject to Protective Order

SIG-0058408	Sigma
SIG-0058464	Sigma
SIG-0058464	Sigma
SIG-0058519	Sigma
SIG-0059185	Sigma
SIG-0059439	Sigma
SIG-0059921	Sigma
SIG-0060075	Sigma
SIG-0060408	Sigma
SIG-0060494	Sigma
SIG-0060579	Sigma
SIG-0060590	Sigma
SIG-0060605	Sigma
SIG-0060609	Sigma
SIG-0060688	Sigma
SIG-0060922	Sigma
SIG-0061257	Sigma
SIG-0061257	Sigma
SIG-0064003	Sigma
SIG-0068486	Sigma
SIG-0068502	Sigma
SIG-0068520	Sigma
SIG-0068525	Sigma
SIG-0068559	Sigma
SIG-0068560	Sigma
SIGTP00000011	Sigma
SIGTP00000024	Sigma
SIGTP00000025	Sigma
SIGTP00002343	Sigma
SIGTP00008831	Sigma
SIGTP00016204	Sigma
SIGTP00077529	Sigma
SPP000083	Star Pipe
SPP000086	Star Pipe
SPP000087	Star Pipe
SPP000566	Star Pipe
SPP000595	Star Pipe
SPP001585	Star Pipe
SPP001586	Star Pipe
SPP001587	Star Pipe
SPP001588	Star Pipe
SPP001596	Star Pipe
SPP001611	Star Pipe
SPP001653	Star Pipe
SPP001913	Star Pipe
SPP002005	Star Pipe

Confidential – Subject to Protective Order

SPP002165	Star Pipe
SPP006965	Star Pipe
SPP007112	Star Pipe
SPP007839	Star Pipe
SPP007943	Star Pipe
SPP007945	Star Pipe
SPP008017	Star Pipe
SPP008727	Star Pipe
SPP008831	Star Pipe
SPP009151	Star Pipe
SPP009416	Star Pipe
SPP009419	Star Pipe
SPP009421	Star Pipe
SPP009483	Star Pipe
SPP009486	Star Pipe
SPP009546	Star Pipe
SPP009547	Star Pipe
SPP009721	Star Pipe
SPP010967	Star Pipe
SPP012897	Star Pipe
SPP012920	Star Pipe
SPP013388	Star Pipe
SPP014402	Star Pipe
SPP014428	Star Pipe
SPP014993	Star Pipe
SPP015973	Star Pipe
SPP016030	Star Pipe
SPP016044	Star Pipe
SPP017011	Star Pipe
SPP017525	Star Pipe
SPP020348	Star Pipe
SPP020358	Star Pipe
SPP020918	Star Pipe
SPP021044	Star Pipe
SPP021051	Star Pipe
SPP024268	Star Pipe
SPP024598	Star Pipe
SPP024604	Star Pipe
SPP024887	Star Pipe
SPP030425	Star Pipe
SPP030731	Star Pipe
SPP033438	Star Pipe
SPP033444	Star Pipe
SRHW-00001	Sellers Richardson
SRHW-00007	Sellers Richardson
SRHW-00007	Sellers Richardson

Confidential – Subject to Protective Order

SRHW-00021	Sellers Richardson
SRHW-00035	Sellers Richardson
SRHW-00587	Sellers Richardson
SRHW-00679	Sellers Richardson
Star Pipe Products-Organization Chart	Star Pipe
TU-FTC000166	McWane
TU-FTC-0010002	McWane
TU-FTC-0010026	McWane
TU-FTC-0010041	McWane
TU-FTC-0010081	McWane
TU-FTC-0010083	McWane
TU-FTC-0010086	McWane
TU-FTC-0010086	McWane
TU-FTC-0010100	McWane
TU-FTC-0010107	McWane
TU-FTC-0010113	McWane
TU-FTC-0010145	McWane
TU-FTC-0010147	McWane
TU-FTC-0010182	McWane
TU-FTC-0010183	McWane
TU-FTC-0010185	McWane
TU-FTC-0010186	McWane
TU-FTC-0010196	McWane
TU-FTC-0010197	McWane
TU-FTC-0010201	McWane
TU-FTC-001021	McWane
TU-FTC-0010260	McWane
TU-FTC-0010280	McWane
TU-FTC-0010290	McWane
TU-FTC-0010292	McWane
TU-FTC-0010293	McWane
TU-FTC-0010294	McWane
TU-FTC-0010299	McWane
TU-FTC-0010307	McWane
TU-FTC-0010310	McWane
TU-FTC-0010321	McWane
TU-FTC-0010329	McWane
TU-FTC-0010331	McWane
TU-FTC-0010333	McWane
TU-FTC-0010335	McWane
TU-FTC-0010345	McWane
TU-FTC-0010346	McWane
TU-FTC-0010348	McWane
TU-FTC-0010350	McWane
TU-FTC-001037	McWane
TU-FTC-0010381	McWane

Confidential – Subject to Protective Order

TU-FTC-0010382	McWane
TU-FTC-0010383	McWane
TU-FTC-0010385	McWane
TU-FTC-0010386	McWane
TU-FTC-0010398	McWane
TU-FTC-0010434	McWane
TU-FTC-0010434	McWane
TU-FTC-0010549	McWane
TU-FTC-0010617	McWane
TU-FTC-0010666	McWane
TU-FTC-0010680	McWane
TU-FTC-0010710	McWane
TU-FTC-0010738	McWane
TU-FTC-0010775	McWane
TU-FTC-0010849	McWane
TU-FTC-0010864	McWane
TU-FTC-0010942	McWane
TU-FTC-0011047	McWane
TU-FTC-0011111	McWane
TU-FTC-0011127	McWane
TU-FTC-0011164	McWane
TU-FTC-0011180	McWane
TU-FTC-0011285	McWane
TU-FTC-0011335	McWane
TU-FTC-0011343	McWane
TU-FTC-0011430	McWane
TU-FTC-0011435	McWane
TU-FTC-0011438	McWane
TU-FTC-0011666	McWane
TU-FTC-0011768	McWane
TU-FTC-0012192	McWane
TU-FTC-0012252	McWane
TU-FTC-0012339	McWane
TU-FTC-0012369	McWane
TU-FTC-0012394	McWane
TU-FTC-0012742	McWane
TU-FTC-0013278	McWane
TU-FTC-0013632	McWane
TU-FTC-0013697	McWane
TU-FTC-0018383	McWane
TU-FTC-0018411	McWane
TU-FTC-0020832	McWane
TU-FTC-0020861	McWane
TU-FTC-0020902	McWane
TU-FTC-0023297	McWane
TU-FTC-0023299	McWane

Confidential – Subject to Protective Order

TU-FTC-0023301	McWane
TU-FTC-0023302	McWane
TU-FTC-0023307	McWane
TU-FTC-0023311	McWane
TU-FTC-0023404	McWane
TU-FTC-0023405	McWane
TU-FTC002391	McWane
TU-FTC-0023910	McWane
TU-FTC-0024014	McWane
TU-FTC-0024014	McWane
TU-FTC-0024187	McWane
TU-FTC-0024497	McWane
TU-FTC-0024743	McWane
TU-FTC-0024813	McWane
TU-FTC-0030041	McWane
TU-FTC-0031335	McWane
TU-FTC-0031393	McWane
TU-FTC-0031394	McWane
TU-FTC-0031420	McWane
TU-FTC-0031424	McWane
TU-FTC-0031425	McWane
TU-FTC-0031436	McWane
TU-FTC-0031446	McWane
TU-FTC-0031507	McWane
TU-FTC-0031508	McWane
TU-FTC-0031551	McWane
TU-FTC-0031555	McWane
TU-FTC-0031557	McWane
TU-FTC-0031560	McWane
TU-FTC-0031605	McWane
TU-FTC-0031617	McWane
TU-FTC-0031718	McWane
TU-FTC-0031720	McWane
TU-FTC-0031725	McWane
TU-FTC-0031726	McWane
TU-FTC-0031736	McWane
TU-FTC-0031762	McWane
TU-FTC-0031766	McWane
TU-FTC-0031768	McWane
TU-FTC-0031773	McWane
TU-FTC-0032049	McWane
TU-FTC-0032074	McWane
TU-FTC-0032084	McWane
TU-FTC-0032327	McWane
TU-FTC-0032360	McWane
TU-FTC-0032392	McWane

Confidential – Subject to Protective Order

TU-FTC-0032393	McWane
TU-FTC-0032427	McWane
TU-FTC-0032428	McWane
TU-FTC-0032428	McWane
TU-FTC-0032429	McWane
TU-FTC-0032493	McWane
TU-FTC-0032494	McWane
TU-FTC-0032495	McWane
TU-FTC-0032501	McWane
TU-FTC-0032541	McWane
TU-FTC-0032558	McWane
TU-FTC-0091765	McWane
TU-FTC-0101815	McWane
TU-FTC-0102166	McWane
TU-FTC-0102524	McWane
TU-FTC-0103041	McWane
TU-FTC-0103111	McWane
TU-FTC-0107154	McWane
TU-FTC-0107346	McWane
TU-FTC-0107504	McWane
TU-FTC-0107662	McWane
TU-FTC-0107820	McWane
TU-FTC-0107978	McWane
TU-FTC-0108136	McWane
TU-FTC-0108294	McWane
TU-FTC-0110859	McWane
TU-FTC-0125133	McWane
TU-FTC-0125134	McWane
TU-FTC-0132547	McWane
TU-FTC-0163788	McWane
TU-FTC-0163968	McWane
TU-FTC-0200572	McWane
TU-FTC-0218152	McWane
TU-FTC-0231548	McWane
TU-FTC-0233217	McWane
TU-FTC-0233279	McWane
TU-FTC-0234251	McWane
TU-FTC-0238748	McWane
TU-FTC-0239034	McWane
TU-FTC-0239749	McWane
TU-FTC-0240054	McWane
TU-FTC-0240055	McWane
TU-FTC-0244866	McWane
TU-FTC-0244866	McWane
TU-FTC-0245234	McWane
TU-FTC-0245518	McWane

Confidential – Subject to Protective Order

TU-FTC-0245552	McWane
TU-FTC-0246052	McWane
TU-FTC-0246052	McWane
TU-FTC-0246531	McWane
TU-FTC-0246531	McWane
TU-FTC-0248184	McWane
TU-FTC-0248306	McWane
TU-FTC-0248573	McWane
TU-FTC-0248739	McWane
TU-FTC-0248835	McWane
TU-FTC-0248887	McWane
TU-FTC-0248890	McWane
TU-FTC-0248892	McWane
TU-FTC-0248965	McWane
TU-FTC-0249035	McWane
TU-FTC-0249050	McWane
TU-FTC-0249093	McWane
TU-FTC-0249109	McWane
TU-FTC-0249663	McWane
TU-FTC-0250151	McWane
TU-FTC-0250485	McWane
TU-FTC-0250576	McWane
TU-FTC-0250614	McWane
TU-FTC-0250627	McWane
TU-FTC-0250659	McWane
TU-FTC-0250711	McWane
TU-FTC-0250777	McWane
TU-FTC-0250796	McWane
TU-FTC-0250818	McWane
TU-FTC-0250822	McWane
TU-FTC-0250835	McWane
TU-FTC-0250841	McWane
TU-FTC-0250996	McWane
TU-FTC-0252244	McWane
TU-FTC-0253049	McWane
TU-FTC-0253059	McWane
TU-FTC-0253060	McWane
TU-FTC-0253212	McWane
TU-FTC-0253235	McWane
TU-FTC-0253281	McWane
TU-FTC-0255096	McWane
TU-FTC-0255098	McWane
TU-FTC-0255099	McWane
TU-FTC-0255100	McWane
TU-FTC-0255105	McWane
TU-FTC-0255154	McWane

Confidential – Subject to Protective Order

TU-FTC-0255157	McWane
TU-FTC-0255164	McWane
TU-FTC-0255181	McWane
TU-FTC-0255188	McWane
TU-FTC-0255249	McWane
TU-FTC-0255267	McWane
TU-FTC-0255284	McWane
TU-FTC-0255286	McWane
TU-FTC-0255496	McWane
TU-FTC-0255497	McWane
TU-FTC-0255530	McWane
TU-FTC-0255547	McWane
TU-FTC-0255547	McWane
TU-FTC-0255716	McWane
TU-FTC-0255770	McWane
TU-FTC-0255789	McWane
TU-FTC-0256407	McWane
TU-FTC-0256408	McWane
TU-FTC-0256487	McWane
TU-FTC-0256507	McWane
TU-FTC-0257225	McWane
TU-FTC-0257648	McWane
TU-FTC-0257657	McWane
TU-FTC-0257762	McWane
TU-FTC-0257851	McWane
TU-FTC-0258025	McWane
TU-FTC-0258026	McWane
TU-FTC-0258195	McWane
TU-FTC-0258217	McWane
TU-FTC-0258218	McWane
TU-FTC-0258394	McWane
TU-FTC-0258520	McWane
TU-FTC-0258948	McWane
TU-FTC-0258988	McWane
TU-FTC-0258994	McWane
TU-FTC-0258996	McWane
TU-FTC-0258997	McWane
TU-FTC-0259468	McWane
TU-FTC-0260477	McWane
TU-FTC-0261470	McWane
TU-FTC-0261564	McWane
TU-FTC-0262075	McWane
TU-FTC-0262682	McWane
TU-FTC-0262702	McWane
TU-FTC-0262803	McWane
TU-FTC-0264044	McWane

## Confidential – Subject to Protective Order

TU-FTC-0264533	McWane
TU-FTC-0265429	McWane
TU-FTC-0265575	McWane
TU-FTC-0265601	McWane
TU-FTC-0265821	McWane
TU-FTC-0265841	McWane
TU-FTC-0265981	McWane
TU-FTC-0266018	McWane
TU-FTC-0266186	McWane
TU-FTC-0266187	McWane
TU-FTC-0266189	McWane
TU-FTC-0266200	McWane
TU-FTC-0266224	McWane
TU-FTC-0266253	McWane
TU-FTC-0266255	McWane
TU-FTC-0266317	McWane
TU-FTC-0266338	McWane
TU-FTC-0266340	McWane
TU-FTC-0266344	McWane
TU-FTC-0266349	McWane
TU-FTC-0266351	McWane
TU-FTC-0266363	McWane
TU-FTC-0266364	McWane
TU-FTC-0266372	McWane
TU-FTC-0266400	McWane
TU-FTC-0266469	McWane
TU-FTC-0266472	McWane
TU-FTC0300000	McWane
TU-FTC0300009	McWane
TU-FTC-0700000	McWane
TU-FTC-0700100	McWane
TU-FTC-0700400-402	McWane
TU-FTC-256507	McWane
Tyler LP-5091_002	McWane
US Pipe Chattanooga Tooling - USP-FTC_00000016	US Pipe/Mueller
US Pipe Metalfit Tooling - USP-FTC_00000017	US Pipe/Mueller
USP-FTC_00000008	US Pipe/Mueller
USP-FTC_00000181	US Pipe/Mueller

**CERTIFICATE OF SERVICE**

This is to certify that on June 15, 2012, I served via courier delivery a copy of the expert report related materials to:

Joseph A. Ostoyich  
William C. Lavery  
*Baker Botts L.L.P.*  
The Warner  
1299 Pennsylvania Ave., N.W.  
Washington, D.C. 20004  
(202) 639-7700  
[joseph.ostoyich@bakerbotts.com](mailto:joseph.ostoyich@bakerbotts.com)  
[william.lavery@bakerbotts.com](mailto:william.lavery@bakerbotts.com)

This is to certify that on June 15, 2012, I served via electronic delivery a copy of the foregoing expert report to:

Joseph A. Ostoyich  
William C. Lavery  
*Baker Botts L.L.P.*  
The Warner  
1299 Pennsylvania Ave., N.W.  
Washington, D.C. 20004  
(202) 639-7700  
[joseph.ostoyich@bakerbotts.com](mailto:joseph.ostoyich@bakerbotts.com)  
[william.lavery@bakerbotts.com](mailto:william.lavery@bakerbotts.com)

J. Alan Truitt  
Thomas W. Thagard III  
*Maynard Cooper and Gale PC*  
1901 Sixth Avenue North  
2400 Regions Harbert Plaza  
Birmingham, AL 35203  
(205) 254-1000  
[atruitt@maynardcooper.com](mailto:atruitt@maynardcooper.com)  
[tthagard@maynardcooper.com](mailto:tthagard@maynardcooper.com)

*Counsel for Respondent McWane, Inc.*

June 15, 2012

By:



Michael J. Bloom  
Federal Trade Commission  
Bureau of Competition

**CX 2272**

**From:** Long, Thad G. [TLONG@bradleyarant.com]  
**Sent:** Tuesday, March 18, 2008 06:27:30 PM  
**To:** TB2 (Tom Brakefield - ALX)  
**Cc:** McKibben, Michael D.; Herren, K. Wood  
**Subject:** RE: DIFRA Meeting

Tom, if you have specific agenda items, please let me know. Obviously, one item is how and when to commence the reporting of individual data. Whether it is feasible to do this reporting - and, indeed, whether it is really feasible to have a trade association - depends a lot on whether you have more than three members. With four, you can just barely justify it, I think. With less than four, it gets pretty difficult. We can talk about all this, of course. Thanks and best regards. Thad

Thad G. Long  
Attorney Profile at website below  
[http://www.bradleyarant.com/attorney\\_prof.cfm?g35203=50021](http://www.bradleyarant.com/attorney_prof.cfm?g35203=50021)

-----Original Message-----

**From:** Tom Brakefield [mailto:tb2@sigmaco.com]  
**Sent:** Tuesday, March 18, 2008 3:39 PM  
**To:** Long, Thad G.; Rick Tatman; Dan McCutcheon; Crawford, Gary; Murray, Jimmy; Rybacki, Larry; Siddharth,  
**Cc:** Herren, K. Wood; McKibben, Michael D.  
**Subject:** Re: DIFRA Meeting

Tad I plan to be there. Thx Tom Brakefield

-----Original Message-----

**From:** Long, Thad G.  
**To:** Rick Tatman  
**To:** Brakefield, Tom  
**To:** Dan McCutcheon  
**To:** Crawford, Gary  
**To:** Murray, Jimmy  
**To:** Rybacki, Larry  
**To:** Siddharth,  
**Cc:** Herren, K. Wood  
**Cc:** MCKIBBEN, MIKE  
**Sent:** Mar 18, 2008 3:33 PM  
**Subject:** DIFRA Meeting

As we get closer to the time of the DFRA meeting, Thursday, March 27, at 1:30 p.m. at our offices, I wanted to get a count of who was planning to attend. Could you please respond and let me know. I will send out a formal announcement, with directions to our offices for those who might not know, and perhaps a rough agenda. My best. Thad Long

Thad G. Long  
For Attorney Profile click below  
Thad G.  
Long

***CX 2327***

---

**From:** Walton,Thomas (McWane Sr. Vice President)  
**Sent:** Monday, December 31, 2007 6:57 AM  
**To:** Rick Tatman  
**Cc:** jjansen@TylerPipe.com; McCullough, Leon (McWane Executive Vice President)  
**Subject:** RE: Draft Presentation for 1Q 2008 DIWF LP Review.ppt

Rick,

I like your strategy of only giving them half of what they want to try and prevent cheating and fire sales. Also I am a little concerned over a 20%+ price increase in the market that is a tough psycholological issue. What would the overall average percent increase amount too? That 4% discount for full truck loads is that something that everyone does? If so who started it first? I do not really like that.

Thanks,

Thomas

---

**From:** Rick Tatman [<mailto:RTatman@TylerPipe.com>]  
**Sent:** Tuesday, December 25, 2007 9:16 PM  
**To:** McCullough, Leon (McWane Executive Vice President)  
**Cc:** [jjansen@TylerPipe.com](mailto:jjansen@TylerPipe.com); Walton,Thomas (McWane Sr. Vice President)  
**Subject:** Draft Presentation for 1Q 2008 DIWF LP Review.ppt

I received an error message on the original message due to the size of the attached PowerPoint file of > 5MB. I saved the presentation as a .pdf file which is attached to this message. You'll have to scroll to view the full content of each slide.

Rick

Leon,

See attached slides on a concept we might want to discuss in regards to our pricing strategy for utility fittings. This is a draft presentation as there's additional analysis required before a final recommendation could be made.

Our past attempts to drive stable pricing haven't been too successful. However, our new leadership structure coupled with China inflation out pacing domestic costs may provide a unique opportunity for success provided our strategy and execution is correct.

Please let me know if this concept is something you want me to scope further.

*Richard (Rick) Tatman*  
VP & GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-2440

**CX 2336**

**From:** Star Pipe Products [marketing@starpipelineproducts.com]  
**Sent:** Wednesday, February 06, 2008 11:28 PM  
**To:** Outside Sales  
**Subject:** New Multipliers - Star Pipe Products



February 6, 2008

**RE: Multiplier Changes - Effective February 18, 2008**

To Our Valued Customers:

The following is a breakdown of our current price lists and the new multipliers that will take effect Monday, February 18, 2008.

<u>Product Description</u>	<u>Price List</u>	<u>Multiplier</u>
» Utility Fittings C110 & C153	UPL.07.02 (blue)	.25
» Accessories	UPL.07.02 (blue)	.25
» Joint Restraint Products	JRPI.06.03 (gray)	No Change
» AWWA Grooved Products	GRVPI.07.02 (yellow)	CALL*
» Ceramic Epoxy Lined Fittings	UPL.07.02 (blue)	CALL*

(\* please contact your local Star representative for pricing)

The new multipliers will apply to all orders received on or after Monday, February 18, 2008. Any order received prior to that date will be price protected provided no shipping restrictions apply.

Please provide your local Territory Manager with documentation regarding any municipal bids before February 18, 2008. Municipal contracts will be honored through the term of the contract, provided the documentation includes quantities and delivery dates.

We remain committed to earning your business.

Regards,



Matt Minamy  
National Sales Manager



This message was sent from Star Pipe Products to OutsideSales@starpipelineproducts.com. It was sent from: Star Pipe Products, 4018 Westhollow Pkwy, Houston, TX 77082. You can modify/update your subscription via the link below.



[Manage your subscription](#)

**CX 2349**

**From:** Rick Tatman <rtatman@tylerunion.com>  
**Sent:** Thursday, April 23, 2009 5:56 PM  
**To:** Walton,Thomas (McWane Sr. Vice President) <twalton@MH-Valve.com>  
**Subject:** Star New Utility Price List

---

We assume they are following us but we should know for sure by the end of next week.

Richard (Rick) Tatman  
VP&GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-2440  
rtatman@tylerunion.com  
www.tylerunion.com

>  
> April 22, 2009  
>  
> RE: Price List Change - Effective May 19, 2009  
>  
> To Our Valued Customers:  
>  
> Star Pipe will update our AWWA Fitting and Accessory Price List with an  
> effective date of 5/19/09. The new price list will be on the website  
> shortly @ [<http://www.starpipeproducts.com/index.asp>]  
> www.StarPipeProducts.com. Hard copies will be distributed upon request by  
> our sales and customer services departments.  
>  
> Our Territory Managers will be contacting you with the multipliers that  
> apply to the new AWWA Fittings Price List. Please inform them of existing  
> quotations and annual contracts before May 19, 2009.  
>  
> We remain committed to earning your business.  
>  
> Regards,  
>  
> Matt Minamyer  
> National Sales Manager  
> Star Pipe Products  
>  
>  
>

**CX 2352**

---

**From:** Greg Adams [gadams@tylerunion.com]  
**Sent:** Friday, May 01, 2009 3:46 PM  
**To:** jjansen@tylerunion.com; dallen@tylerunion.com  
**Cc:** 'Marla Drake'  
**Subject:** Star  
**Attachments:** \_AVGcert.txt

Matt Minamyer just called me to ask if we went ahead with our list price today. I told him yes and that is all I told him made me pretty uncomfortable but I thought you guys should know.

Thanks,

Greg Adams  
Tyler Union  
Plant Sales  
713-594-3799 cell  
903-882-2185 fax  
[gadams@tylerunion.com](mailto:gadams@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)

Confidential

McWane-048517

CX 2352-001

**CX 2353**

Exhibit CX2353

Rptr: G. Brooks  
Brooks Court Reporting

WOLF Meeting @ Oskaloosa 8/20/09  
L.M., R.T., M.W., J.J., K.B., T.W.

- JERRY JENSEN IS CONCERNED ABOUT SETTING UP INDEPENDENTS BECAUSE OF THE FAVORITISM IT WILL CAUSE WITH HD SUPPLY & FERGUSON. JERRY SEEMS TO WANT TO DEFLECT TO PROTECTING HD & FERG.
- WHAT WE ASKED FOR FROM HD WAS NOT ENOUGH @ A FIRST PR OF 309 TONS.
- L.M. STATES THAT THE DEAL IS DONE W/ FERGUSON AND THEY ARE GOING TO GIVE US WHAT THEY WANT. HE ONLY WANTS TO KNOW WHAT ADDITIONAL TONS WE WANT FROM HD SUPPLY. L.M. ALSO STATES THAT WE ARE GOING TO EXTEND THE RESERVE PROVISIONS TO HD & FERGUSON FOR THE NEXT THREE YEARS. PREVIOUSLY AS THEY LEAST TODAY, AND WE ARE GOING TO DO THIS NOW THIS YEAR.
- L.M. THE BIGGEST RISK THAT WE HAVE IN REDUCING THE RESERVE PROVISIONS IS THE ANGER THAT WE WOULD CAUSE IN OUR CUSTOMERS AN HD & FERGUSON'S EXPECTATIONS ON RESERVE PROVISIONS AND OTHER THINGS.

8/22/09

IT WOULD FORCE STAN AND SIGMUND TO DO THIS ALSO BUT IT WOULD GIVE THEM AN EXCUSE TO BASH OUR REPUTATION IN THE MARKET. WE WILL LOSE TOO MUCH BUSINESS BECAUSE OUR CUSTOMERS WILL HATE US.

• WE WANT HD TO INCREASE THEIR ~~OWN~~ SHARE TO 35%, 40%, & 45% FROM THEIR EXISTING 30%.

• LM. THINKS ~~THAT~~ THAT SINCE WE ARE STUCK WITH THE REBATE PROGRAMS WE SHOULD TRY TO GET AS MUCH MARKET SHARE OUT OF HD & FERG. AS POSSIBLE.

\* LM. THINKS THAT THIS WILL NOT "COME OFF THE TABLE" THAT HD & FERG. WILL NOT GIVE STAN & SIGMUND WHAT WE ARE DOING.

• WE ARE GOING TO ASK HD TO GIVE US MORE SHARE AND TRY THEM THAT IF THEY DROP MARKET AND SURRENDER THAT SHOULD GIVE US WHAT WE NEED.

• LM SAYS IT IS "IMPERATIVE" THAT WE GIVE FIELD SALESMEN SOME "LATITUDE" TO ADJUST

8/2/09

MARKET PRICING.

## FERGUSON CONSIGNED INVENTORY

- LM WANTS TO DO CONSIGNED INV. OUT OF FERG. STOCKTON CA. DC. INSTEAD OF 6 FERGUSON SITES.

PRIME FERG. CHARGES US  $\approx 70\%$  TO USE DC'S, BRANCHES ARE CHARGED SOMETHING FROM DC?

RICK THINKS THAT IN THREE + YRS WE WILL/COULD HAVE 50+ CONSIGNMENT INVENTORY LOCATIONS WITH WHAT WE CAN STRATEGIC CUSTOMERS WHO WOULD GIVE US 70% OF THEIR BUSINESS.

- 
- IF WE DO CONSIGNED INV. OR DC'S GET CN. TO MAKE SURE THAT THE COST ARE SETUP SEPARATE ~~AND~~ SO THAT THE EXTRA COST CAN BE TRACKED, AND SO WE CAN SEE WHAT IT IS DOING TO US.
-

NEWARK FORT - USING NEWARK TARDIS. 8/2/09  
 STEVE WERNINGER

- NEWARK WANTS TO MEET AGAIN W/ R.A. & L.M.

~~STARR~~

<sup>LM</sup>  
 \* WHAT TO SENSITIVE TO PUT PRESSURE ON  
 STARR, LM. HOPEFULLY TO DRIVE STARR OUT  
 OF BUSINESS. WOULD RATHER HAVE CONVERSATION  
 OTHER THAN STARR.

LM THINKS THAT WE SHOULD SEND SIGMA  
 AS AN INSURANCE POLICY AND TO CONTINUE  
 TO PUT PRESSURE ON STARR.

LM STATES THAT HE IS CERTAIN THAT  
 HD & FERGUSON KNOWS THAT WE ARE  
 NEGOTIATING WITH SIGMA TO SEND THE  
 DOMESTIC FITTINGS.

LM APPROVED ROCK'S RECOMMENDATION ~~and~~  
 PAGE OF HIS POWER POINT PRESENTATION  
 ON SENDING SIGMA.

**CX 2355**

**From:** Rick Tatman <rtatman@tylerunion.com>  
**Sent:** Wednesday, June 24, 2009 10:56 PM  
**To:** Walton,Thomas (McWane Sr. Vice President) <twalton@MH-Valve.com>  
**Subject:** RE: Competition

---

I agree that at this stage the chance for profitable cohabitation with Star owning a pc of the Domestic market is slim. Their actions in soil pipe are a good indication.

We still need to better gage the extent and breath of their program. If their claims are ahead of their actual capabilities we need to make sure that they don't reach any critical market mass that will allow them to continue to invest and receive a profitable return. The difficulty and expense of doing so is somewhat proportional to their product availability and supply costs both of which we have yet to get hard data on.

I don't sense that Sigma is yet fully committed and they will be watching our response very closely to assess their strategy and probability of financial success.

Longer term our mfg cost will go down as the market recovers and Stars will most likely go up as jobbing foundries won't take business near variable cost with other options available. However, that state is probably at least 2011. From what we've seen their costs right now won't be much different than our fully burdened costs when idle plant is included.

Our product breath is probably our biggest strenght

---

**From:** Walton,Thomas (McWane Sr. Vice President) [mailto:twalton@MH-Valve.com]  
**Sent:** Wednesday, June 24, 2009 3:49 PM  
**To:** Rick Tatman  
**Cc:** McCullough, Leon (McWane Executive Vice President)  
**Subject:** FW: Competition

---

**From:**  
**Sent:** Wednesday, June 24, 2009 3:41 PM  
**To:** Rick Tatman  
**Cc:** McCullough, Leon (McWane Executive Vice President)  
**Subject:** RE: Competition

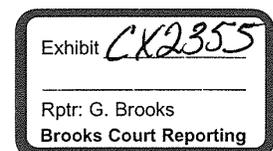
Rick,

Whether we end up with Star as a complete or incomplete domestic supplier my chief concern is that the domestic market gets creamed from a pricing standpoint just like the non-domestic market has been driven down in the past. That would dramatically effect our profit potential. Further, I have a sense there is a slim to none possibility that we would ever be able to sell Star domestic product at this point, one I do not think they would ever trust us and, two they seem to be so far down the road that I do not think they will be willing to turn back. I do agree whole heartedly that we need to evaluate our options and plot a comprehensive strategy going forward.

I look forward to your thoughts.

Thanks,

Thomas




---

**From:** McCullough, Leon (McWane Executive Vice President)

**Sent:** Wednesday, June 24, 2009 2:54 PM  
**To:** Rick Tatman  
**Cc:** Walton,Thomas (McWane Sr. Vice President)  
**Subject:** Competition

Rick,

Your thoughts on:

Star developing a line of domestic fittings, full line-short line-? New tooling or relocate from elsewhere? Auto molding equipment tooling? Who pays for tooling, perhaps a hungry foundry with some cash/credit amortizes over a quantity commitment? Are we developing a list of potential foundry operations Star is aligning with, if not we should?

Sigma's reaction to this and their future positioning, develop their own line as Star does,? Align with McWane? Establish buy/sell relationship with Star that is better than our last offer?

Tyler/Union position short term/long term on sharing distribution of our domestic fitting line. Just because we share our blended fittings does not require us to share our domestic, especially if the competition is a short line domestic supplier. How is best to manage this with our customers. It is better to develop our strategy now and share with our customers so they know what to expect. This will take some thinking and discussion among the group but it needs to begin now.

What specifying agencies must they have approval from, UL/FM, NSF, AWWA and how hard to obtain?

I'm sure there are other considerations that need to be looked at but I wanted to tee the ball up now so we are looking at this situation from a lot of different angles.

Leon

**CX 2358**



**LP-5091**  
**Effective: May 1, 2009**  
 Replaces LP-5072  
 Dated July 2, 2007

**LIST PRICES**

Product ..... Pages

**JOINT RESTRAINT PRODUCTS**

TUFGrip WEDGE RESTRAINTS ..... 2-3  
 SET SCREW RETAINER GLANDS ..... 4  
 SURE STOP 350 LOCKING GASKETS ..... 4  
 TUFGrip CLAMPS ..... 4  
 ASSEMBLY INSTRUCTIONS & SPECIFICATIONS ..... 5-7  
 MJ FIELD LOK RESTRAINT SYSTEM ..... 8

**STANDARD COATINGS**

Standard coat outside, cement lined and seal coat inside.

DUCTILE IRON C153 MECHANICAL JOINT FITTINGS ..... 9-22

ACCESSORIES

ACCESSORY PACKS C153 ..... 23  
 ACCESSORY PACKS C110 ..... 24  
 GLANDS ..... 25  
 GASKETS ..... 26  
 T-BOLTS & NUTS ..... 27  
 TAPPING SLEEVES MJ COMPACT ..... 28

DUCTILE IRON C110 FULL BODY MECHANICAL JOINT FITTINGS ..... 29-50

UNION-TITE (PUSH ON) C153 FITTINGS ..... 51-58

DUCTILE IRON C110 FLANGE FITTINGS ..... 59-74

GRAY IRON MUNICIPAL CASTINGS ..... 75-86

**PRICING NOTE:**

"With Accessories" prices are shown for assistance in preparing quotations only. For your convenience, we will calculate the appropriate accessories on orders. However, all invoices will list fittings and accessories net prices separately.

Product ..... Pages

**SPECIAL COATINGS**

**FUSION-BOND EPOXY COATED & LINED FITTINGS**

Mechanical Joint C153 ..... 87-100  
 Union-Tite C153 ..... 101-109  
 Flanged C110 ..... 110-125

**PRIME COATED:** Prime outside 140-1211 Potl Pox Plus, cement-lined and seal coat inside.

FLANGE C110 DI ..... 127-138

**BARE FITTINGS (Uncoated & Unlined)**

MJ C153 DI ..... 139-151  
 MJ C110 DI ..... 152-173  
 FLANGE C110 DI ..... 174-190

**DOUBLE CEMENT LINED:** Seal coat outside, double thickness cement lined and seal coat inside.

MJ C153 DI ..... 191-195  
 MJ C110 DI ..... 197-205

**TERMS & CONDITIONS** ..... 207-209

**WEBSITE INFORMATION** ..... 210

**WEIGHTS:**

All weights in this list price sheet are estimates for shipping purposes only, and exclude accessories. Consult Tyler or Union catalogs for weights of individual product.

NOTE - For Tapped Tees, Plugs and Caps Only: We stock 2" IPT Taps only. For all tap sizes other than 2" IPT up to a 4" maximum add \$250.00 to the list price shown for corresponding 2" tapped fitting. Special tapped fittings are non-cancellable and non-returnable. Contact CSR for details

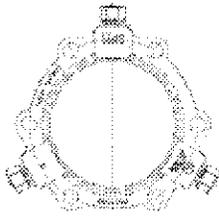
S = From Stock to 2 weeks  
 N = Non-Stock; Check for availability.

Visit our website: [www.tylerunion.com](http://www.tylerunion.com)

LP-5091

**JOINT RESTRAINT PRODUCTS**

Tyler Union



**MECHANICAL JOINT RESTRAINT GLAND**

**MJ TLD TUFgrip™ KIT for DI PIPE**

KIT UPCode 670610	SIZE	SHIP CODE	PART NUMBER	KIT LIST PRICES	APPROX KIT WEIGHT
114352	3"	S	TLD-3	63.75	10.5
114154	4"	S	TLD-4	70.00	11.8
114161	6"	S	ILD-6	98.00	17.8
114178	8"	S	TLD-8	118.75	20.3
114185	10"	S	TLD-10	188.00	32.5
114192	12"	S	TLD-12	231.25	40.4
114208	14"	S	ILD-14	316.25	53.6
114215	16"	S	TLD-16	413.75	66.3
114222	18"	S	TLD-18	565.00	72.2
114239	20"	S	TLD-20	687.50	83.8
114246	24"	S	ILD-24	812.50	106.9
461289	30"	S	TLD-30	2102.50	290.0
461333	36"	S	TLD-36	2737.50	327.0
461319	42"	S	TLD-42	3691.25	512.0
461326	48"	S	TLD-48	4985.00	597.0

**MJ TLD TUFgrip™ GLAND for DI PIPE**

GLAND UPCode 670610	SIZE	SHIP CODE	PART NUMBER	GLAND LIST PRICES	APPROX GLAND WEIGHT
113805	3"	S	TLD-3	46.25	6.5
113812	4"	S	TLD-4	48.75	7.1
113829	6"	S	ILD-6	69.50	11.2
113836	8"	S	TLD-8	87.50	13.1
113843	10"	S	TLD-10	152.50	26.0
113850	12"	S	TLD-12	186.25	31.5
113867	14"	S	ILD-14	242.50	43.3
113874	16"	S	TLD-16	341.25	54.1
113898	18"	S	TLD-18	485.00	59.8
113904	20"	S	TLD-20	598.75	69.8
113911	24"	S	ILD-24	705.00	90.4
456186	30"	S	TLD-30	1915.00	248.0
458869	36"	S	TLD-36	2450.00	277.0
456209	42"	S	TLD-42	3691.25	448.0
456216	48"	S	TLD-48	4985.00	519.0

**MJ TLD TUFgrip™ KIT for PVC PIPE**

KIT UPCode 670610	SIZE	SHIP CODE	PART NUMBER	KIT LIST PRICES	APPROX KIT WEIGHT
-	3"	S	TLP-3	81.25	-
114253	4"	S	TLP-4	81.25	12.2
114260	6"	S	TLP-6	109.50	18.3
114277	8"	S	TLP-8	138.75	20.8
114284	10"	S	TLP-10	241.25	33.4
114291	12"	S	TLP-12	272.00	42.0
114307	14"	S	TLP-14	440.00	55.4
114314	16"	S	TLP-16	535.00	68.4
114321	18"	S	TLP-18	647.50	74.8
114338	20"	S	TLP-20	788.75	86.9
114345	24"	S	TLP-24	917.50	109.8
461302	30"	S	TLP-30	2331.25	293.0
461357	36"	S	TLP-36	3060.00	331.0

**MJ TLD TUFgrip™ GLAND for PVC PIPE**

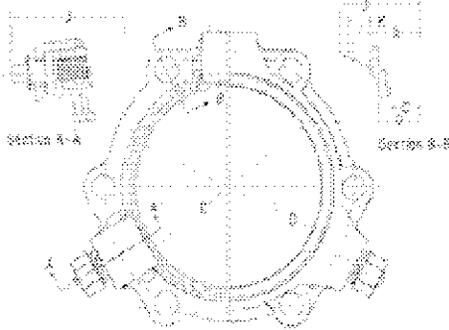
GLAND UPCode 670610	SIZE	SHIP CODE	PART NUMBER	GLAND LIST PRICES	APPROX GLAND WEIGHT
113928	3"	S	TLP-3	61.25	7.0
113935	4"	S	TLP-4	61.25	8.3
113942	6"	S	TLP-6	78.50	12.4
113959	8"	S	TLP-8	106.25	14.9
113973	10"	S	TLP-10	200.00	25.7
113980	12"	S	TLP-12	221.00	34.1
113997	14"	S	TLP-14	342.50	45.1
114000	16"	S	TLP-16	456.25	56.2
114017	18"	S	TLP-18	567.50	62.4
114024	20"	S	TLP-20	700.00	72.9
114031	24"	S	TLP-24	813.75	93.2
456193	30"	S	TLP-30	2061.00	251.0
458876	36"	S	TLP-36	2689.00	281.0

**MJ TLD TUFgrip™ TRANSITION KIT  
for IPS PVC PIPE**

KIT UPCode 670610	SIZE	SHIP CODE	PART NUMBER	KIT LIST PRICES	APPROX KIT WEIGHT
114420	3"	S	TLP-3	81.25	11.0
114437	4"	S	TLP-4	81.25	12.2
114444	6"	S	TLP-6	109.50	18.3
114451	8"	S	TLP-8	138.75	20.8
114468	10"	S	TLP-10	241.25	33.4
114475	12"	S	TLP-12	272.00	42.0



## Reference Dimensions



## TUF Grip™ Restraint Dimensions

Size inches	C	D	E	F	J	K
3	4.08	4.88	6.19	7.67	9.82	3/4
4	4.93	5.92	7.50	8.98	10.67	7/8
6	7.03	8.02	9.50	10.98	12.77	7/8
8	9.18	10.17	11.75	13.23	14.92	7/8
10	11.23	12.22	14.00	15.70	16.97	7/8
12	13.33	14.32	16.25	17.95	19.07	7/8
14	15.44	16.40	18.75	20.43	21.18	7/8
16	17.54	18.50	21.00	22.88	23.28	7/8
18	19.64	20.60	23.25	25.43	25.38	7/8
20	21.74	22.70	25.50	27.50	27.48	7/8
24	25.94	26.90	30.00	32.00	31.68	7/8

## TUF Grip™ Advantages

- UL Listed and FM approved for PVC and Ductile Iron Pipe sizes 4 - 12 inch
- Allows disassembly just like a standard mechanical joint
- Eliminates cumbersome thrust blocks
- Wedges and bolts are immersion E-coated for corrosion resistance
- Sizes 3" through 24"
- Available packaged with accessories
- Accommodates out of round pipe

## Suggested Specifications apply to Ductile and PVC TUF Grip™

Restraint glands shall be designed for use with and conform to the applicable requirements of ANSI / AWWA C111.A21.11. Restraint gland product identification shall have traceability. Restraint glands shall have a minimum safety factor of 2:1. Restraint glands shall employ a single tooth wedge design and utilize torque limiting nuts requiring no more than 60 ft-lbs of torque to actuate wedges. Restraint devices shall accept out of round pipe. Restraint devices shall not utilize stops, shall have a bolt and threaded wedge that can not be removed prior to assembly. Mechanical Joint restraints shall be listed by Underwriters Laboratories in sizes 4" - 12", and have a Factory Mutual approval in sizes 4" - 12". Speciality tools will not be required for installation. Restraint glands shall be Tyler / Union TUF Grip™ or approved equal.

**Ductile TUF Grip™** will restrain pipe conforming to the requirements of ANSI/AWWA/C151/A21.51. Ductile Iron Pipe gripping wedges shall be heat treated and hardened to a BHN range of 370-470.

**PVC TUF Grip™** will restrain pipe manufactured to AWWA C900 / C905 pipe and have working pressure ratings equal to the pressure rating for which they are used. Restraint glands shall accommodate 3" - 12" IPS without the removal of spacers or other modification of the device and conform to the requirements of ASTM 1674.

**LP-5091 JOINT RESTRAINT PRODUCTS Tyler Union**

UPCode 670610	Ship Code	Size	List Price	Weight	UPCode 670610	Ship Code	Size	List Price	Weight
------------------	--------------	------	---------------	--------	------------------	--------------	------	---------------	--------

**TUFG RIP SERRATED PIPE RESTRAINERS**

**300C KITS FOR DUCTILE OD PIPE**

S	4	95.00	15
S	6	116.00	19
S	8	180.00	31
S	10	315.00	51
S	12	340.00	55

**300C KITS FOR IPS OD PIPE**

S	4	95.00	15
S	6	116.00	19
S	8	180.00	31
S	10	315.00	51
S	12	340.00	55

**300C-AF KITS FOR DUCTILE OD PIPE**

S	4	65.00	16
S	6	76.00	20
S	8	110.00	32
S	10	202.00	52
S	12	217.00	56

**300C-AF KITS FOR IPS OD PIPE**

S	4	65.00	16
S	6	76.00	20
S	8	110.00	32
S	10	202.00	52
S	12	217.00	56

**360C KITS FOR PVC PIPE**

S	4	107.00	14
S	6	130.00	17
S	8	212.00	30
S	10	347.00	46
S	12	407.00	50

**SET-SCREW MJ RETAINER GLANDS**

**MJ D.I. RETAINER GLAND ONLY C110\*\***

053774	S	3	28.00	5
053781	S	4	27.00	6
053798	S	6	45.00	11
053804	S	8	56.50	13
053811	S	10	105.50	18
053828	S	12	144.00	23
053835	S	14	178.50	45
053842	S	16	204.00	51
053859	S	18	247.00	62
053866	S	20	293.00	73
053873	S	24	373.50	93

**DI RETAINER GLAND ACCESSORY PACK C110 \*\***

365624	S	3	44.00	7
365631	S	4	44.00	9
365648	S	6	70.00	12
365655	S	8	83.00	17
365662	S	10	140.00	21
365679	S	12	182.00	23
085348	S	14†	236.00	54
085355	S	16†	270.00	65
085362	S	18†	316.00	76
085379	S	20†	371.00	95
085386	S	24†	468.00	120

† Not packaged

**SURE STOP 350 LOCKING GASKETS (SBR)**

For use with Tyton® Joint Bells

S	4	35.00	.5
S	6	50.00	.5
S	8	67.00	.5
S	10	97.00	1.0
S	12	111.00	1.0
S	14	225.00	1.5
S	16	262.00	1.5
S	18	317.00	2.0
S	20	367.00	2.0
S	24	512.00	2.0

TYTON® is a registered trademark of U.S. Pipe and Foundry Company

\*ANSI/AWWA C111/A21.11  
\*\*Not included in AWWA Standards

**TUF Grip SERRATED PIPE RESTRAINER CLAMPS**

TUF Grip 300C Serrated Clamps											
PIPE RESTRAINERS 300C SPECIFICATIONS											
Serrated clamp pipe restrainers for restraining AWWA C900 PVC and IPS PVC pipe spigot to bell.											
Nominal Size	Pressure Rating	PVC Pipe With Ductile Iron Pipe OD		PVC Pipe With Steel Pipe (IPS) OD		300 Clamps Included	Restraint Rods & Nuts		Clamping Bolts & Nuts		Wt (approx.) (LBS)
		psi	O.D.	ITEM CODE	O.D.		ITEM CODE	QTY	SIZE	QTY	
4	*	4.80	300C-4-DI	4.50	300C-4-IPS	2	2	3/4" x 17"	4	5/8" x 3-1/2"	15
6	*	6.90	300C-6-DI	6.63	300C-6-IPS	2	2	3/4" x 17"	4	5/8" x 4"	19
8	*	9.05	300C-8-DI	8.63	300C-8-IPS	2	2	3/4" x 17"	4	3/4" x 5"	31
10	*	11.10	300C-10-DI	10.75	300C-10-IPS	2	4	3/4" x 24"	4	7/8" x 5"	51
12	*	13.20	300C-12-DI	12.75	300C-12-IPS	2	4	3/4" x 24"	4	7/8" x 5"	55

TUF Grip 300C-AF Serrated Clamps											
PIPE RESTRAINERS 300C-AF SPECIFICATIONS											
Serrated clamp pipe restrainers for restraining AWWA C900 PVC and IPS PVC pipe to Mechanical Joint and Push On-Joint ductile iron anchor fittings.											
Nominal Size	Pressure Rating	PVC Pipe With Ductile Iron Pipe OD		PVC Pipe With Steel Pipe (IPS) OD		300 Clamps Included	Restraint Rods & Nuts		Clamping Bolts & Nuts		Wt (approx.) (LBS)
		psi	O.D.	ITEM CODE	O.D.		ITEM CODE	QTY	SIZE	QTY	
4	*	4.80	300C-AF-4-DI	4.50	300C-AF-4-DI-IPS	2	4	3/4" x 8"	4	5/8" x 3-1/2"	16
6	*	6.90	300C-AF-6-DI	6.63	300C-AF-6-DI-IPS	2	4	3/4" x 8"	4	5/8" x 4"	20
8	*	9.05	300C-AF-8-DI	8.63	300C-AF-8-DI-IPS	2	4	3/4" x 8"	4	3/4" x 5"	32
10	*	11.10	300C-AF-10-DI	10.75	300C-AF-10-DI-IPS	2	8*	3/4" x 8"	4	7/8" x 5"	52
12	*	13.20	300C-AF-12-DI	12.75	300C-AF-12-DI-IPS	2	8*	3/4" x 8"	4	7/8" x 5"	56

\* Restraint to Push On-Joint anchor fittings is only recommended through 8 inches in diameter.  
 note: 3/4" x 7" Tee Head Bolts are available as separate accessories.

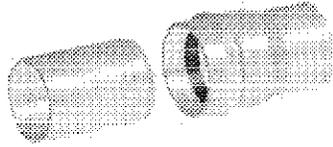
TUF Grip 360C Serrated Clamps												
PIPE RESTRAINERS 360C SPECIFICATIONS												
Serrated clamp restrainer and split backup ring for restraining AWWA C900 PVC and IPS PVC pipe to PVC pressure fittings.												
Nominal Size	Pressure Rating	PVC Pipe With Ductile Iron Pipe OD		PVC Pipe With Steel Pipe (IPS) OD		300 Clamps Included	Restraint Rods & Nuts		Clamping Bolts & Nuts		Wt (approx.) (LBS)	360C Split Back-up Ring QTY
		psi	O.D.	ITEM CODE	O.D.		ITEM CODE	QTY	SIZE	QTY		
4	*	4.80	360C-4-DI	4.50	360C-4-IPS	1	2	3/4" x 9"	2	5/8" x 3-1/2"	14	1
6	*	6.90	360C-6-DI	6.63	360C-6-IPS	1	2	3/4" x 9"	2	5/8" x 4"	17	1
8	*	9.05	360C-8-DI	8.63	360C-8-IPS	1	2	3/4" x 12"	2	3/4" x 5"	30	1
10	*	11.10	360C-10-DI	10.75	360C-10-IPS	1	4	3/4" x 12"	4	7/8" x 5"	46	1
12	*	13.20	360C-12-DI	12.75	360C-12-IPS	1	4	3/4" x 12"	4	7/8" x 5"	50	1

\* Rated at 2-times the pressure rating of the PVC Pipe being used on.

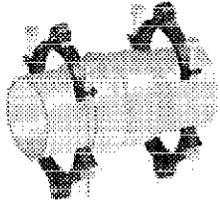
**Basic Specifications:**

- 1) all dimensions are in inches
- 2) all connecting rods, and nuts shall comply with ASTM - A307 Grade or (Type C)
- 3) all clamping bolts shall comply with ASTM A449 and nuts will comply with ASTM - A563 - Grade 5
- 4) Colors: DIOD Clamps - BLACK Industrial Enamel; IPS Clamps - GRAY Industrial Enamel

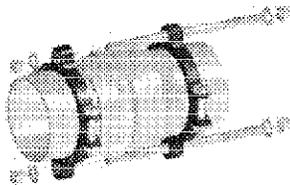
## ASSEMBLY INSTRUCTIONS 300C, 300C-AF, 360C

PVC BELL AND SPIGOT INSTALLATION  
INSTRUCTION 300C

1. Insert pipe into push-on joint bell per pipe manufacturer's instructions.

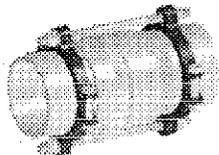


2. Using the restraint rods as a guide mark a line on each section of pipe one inch less than the restraint rods total length. Place clamps onto pipes aligning outside edge of clamps to marks. Place hex head clamp bolts through clamp ears insuring bolt end threads are exposed. Do not tighten clamping bolts, leave loose.

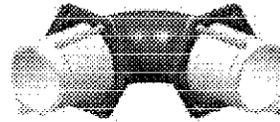


3. Align the clamps and insert the restraining rods. Loosely install the restraining rod nuts until they touch the backside of the clamps. Tighten clamping bolts evenly insuring equal gaps exist between the two halves. Torque clamp bolts to the following torque requirements:

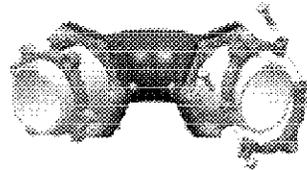
- 4" - 6" clamps (100 ft-lbs)
- 8" clamp (150 ft-lbs)
- 10"-12" clamps (200 ft-lbs)



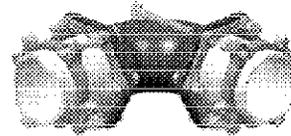
4. Complete the installation by tightening the restraining rod nuts until snug.

MECHANICAL JOINT INSTALLATION  
INSTRUCTION 300C-AF

1. Insert pipe into the mechanical joint hub. Place the all thread rod or long T-bolt through a mechanical joint bell hole and mark a line on the pipe one inch from the end of the bolt.

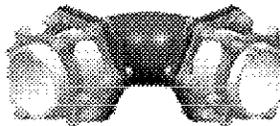


2. Assemble the follower gland, according to AWWA specifications, omitting the two rods or long T-bolts which must be 180 degrees opposite. Place clamps onto pipes aligning rings to marks and placing hex head clamp bolts through clamp ears insuring bolt end threads are exposed. Do not tighten clamping bolts, leave loose.



3. Insert the rods with nuts or long T-bolts insuring one nut is between the follower gland and the split clamp. Tighten the follower gland nut per AWWA specifications. Install a second nut onto the exposed threads of the long T-bolts and loosely tighten against the clamp's outside face. Tighten the clamping bolt nuts insuring equal gaps exist between the two halves. Torque clamping bolts to the following torque requirements:

- 4" - 6" clamps (100 ft-lbs)
- 8" clamp (150 ft-lbs)
- 10"-12" clamps (200 ft-lbs)

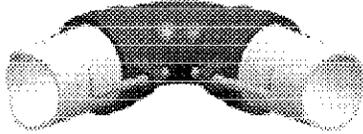


4. Snug tighten the restraining nuts behind each clamping ring until the pipe spigot ends are secure in the bell of the receiving fitting. Do not over tighten the clamp restraining rods or long T-bolts.

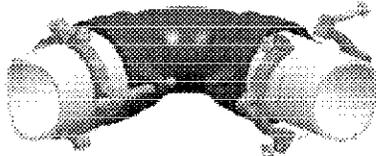
PUSH ON FITTING INSTALLATION  
INSTRUCTION 300C-AF



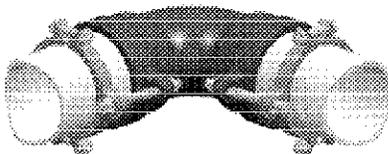
PVC FITTING INSTALLATION  
INSTRUCTION 360C



1. Insert pipe into push-on joint bell per pipe manufacturer's instructions.



2. Using the restraint rods or T-bolts inserted through the restraining lug as a guide mark a line on the pipe one inch from the end of the rod or bolt. Place clamps onto pipes aligning outside edge of clamps to marks. Place hex head clamp bolts through clamp ears insuring bolt end threads are exposed. Do not tighten clamp bolts, leave loose.

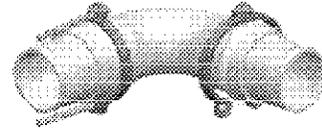


3. Insert the long rods or T-bolts through the restraining lug and clamp. Install a nut onto the exposed threads of the long rods or T-bolts behind the lug and outside face of the clamp. Tighten the clamping bolt nuts insuring equal gaps exist between the two halves. Torque clamping bolts to the following torque requirements:

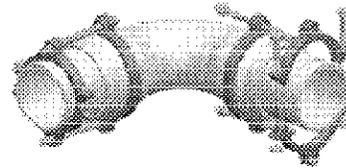
- 4" - 6" clamps (100 ft-lbs)
- 8" clamp (150 ft-lbs)
- 10"-12" clamps (200 ft-lbs)



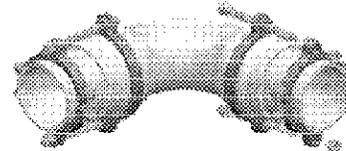
4. Complete the installation by tightening the restraining rod nuts until snug.



1. Install pipe into the fitting per the pipe manufacturer's instructions. Place the split rings behind the fittings gasket races locking the halves together. Insert the restraining rods into each 360 split ring placing a nut on each rod behind the ring.

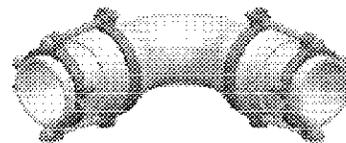


2. Use the restraining rod as a guide and position the 300 series split clamp on the pipe. Place hex head clamp bolts through clamp ears insuring bolt end threads are exposed. Do not tighten clamp bolts, leave loose.



3. Align the restraining rods and insure equal threads are beyond the 360 ring and 300 clamp. Tighten the clamping bolt nuts insuring equal gaps exist between the two halves. Torque clamping bolts to the following torque requirements:

- 4" - 6" clamps (100 ft-lbs)
- 8" clamp (150 ft-lbs)
- 10"-12" clamps (200 ft-lbs)



4. Complete the installation by tightening the restraining rod nuts until snug.

LP-5091

Tyler Union

# MJ FIELD LOK® MECHANICAL JOINT RESTRAINT

UPCode	Ship Code	Size	Field Lok Number	List Prices	Weight
--------	-----------	------	------------------	-------------	--------

**MJ FIELD LOK® FOR DUCTILE**

247852	S	4	DI04	49.90	7.3
247869	S	6	DI06	61.10	10.9
247876	S	8	DI08	84.30	13.5
247883	S	10	DI10	121.70	18.5
247890	S	12	DI12	165.05	19.7
062745	S	14	DI14	238.70	26.9
062752	S	16	DI16	295.30	31.8
062769	S	18	DI18	402.70	49.8
062776	S	20	DI20	491.50	59.7
062783	S	24	DI24	595.65	81.3

**MJ FIELD LOK® FOR C900 PVC**

247906	S	4	PV04	56.90	7.8
247913	S	6	PV06	71.35	11.8
247920	S	8	PV08	98.15	14.8
247937	S	10	PV10	172.10	21.1
247944	S	12	PV12	181.35	21.6

**MJ FIELD LOK® Gasket Series DI**

SIZE (Inches)	PIPE OD	ORDER NUMBER	NO. OF SEGMENTS	PRESSURE RATING	APPROX. KIT WEIGHT
4	4.80	DI04	3	350	7.3
6	6.90	DI06	4	350	10.9
8	9.05	DI08	6	350	13.5
10	11.10	DI10	9	350	18.5
12	13.20	DI12	13	350	19.7
14	15.30	DI14	18	350	26.9
16	17.40	DI16	24	350	31.8
18	19.50	DI18	30	250	49.8
20	21.60	DI20	36	250	59.7
24	25.80	DI24	52	250	81.3

**MJ FIELD LOK® Gasket Series PV**

SIZE (Inches)	PIPE OD	ORDER NUMBER	PRESSURE RATING DR-18 (psi)	PRESSURE RATING DR-14 (psi)	APPROX. KIT WEIGHT
4	4.80	PV04	150	200	7.8
6	6.90	PV06	150	200	11.8
8	9.05	PV08	150	200	14.8
10	11.10	PV10	150	200	20.1
12	13.20	PV12	150	200	21.6

**MJ FIELD LOK® Gland (See illustration at right)**

SIZE (Inches)	WEIGHT (pounds)	DIMENSION				
		A (Outside Dim)	B (Bolt Hole)	C (Inside Dia.)	D (OD Lip)	E (Gland Height)
4	3.3	8.88	7.50	4.90	5.92	1.75
6	5.0	10.87	9.50	7.00	8.02	2.00
8	7.2	13.13	11.75	9.15	10.17	2.25
10	10.2	15.38	14.00	11.20	12.22	2.25
12	11.0	17.63	16.25	13.30	14.32	2.25
14	17.2	20.13	18.75	15.44	16.40	2.51
16	25.0	22.38	21.00	17.54	18.50	2.75
18	38.0	24.75	23.25	19.64	20.60	3.14
20	46.0	27.00	25.50	21.74	22.70	3.20
24	64.0	31.50	30.00	25.94	26.90	3.57

UPCode	Ship Code	Size	Field Lok Number	List Prices	Weight
--------	-----------	------	------------------	-------------	--------

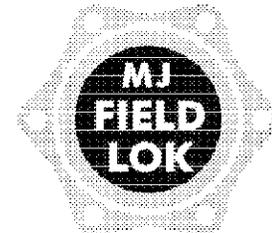
**LESS BOLTS**

**MJ FIELD LOK® FOR DUCTILE**

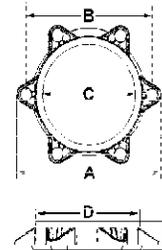
111344	S	4	DI04	45.60	4.1
111351	S	6	DI06	55.00	6.1
111368	S	8	DI08	78.20	8.7
111375	S	10	DI10	113.85	12.1
111382	S	12	DI12	157.20	13.3
111399	S	14	DI14	227.40	18.6
111405	S	16	DI16	282.15	21.8
111412	S	18	DI18	389.55	39.8
111429	S	20	DI20	476.40	49.1
111436	S	24	DI24	577.45	66.9

**MJ FIELD LOK® FOR C900 PVC**

111443	S	4	PV04	52.60	4.6
111450	S	6	PV06	65.30	7.0
111467	S	8	PV08	92.05	10.0
111474	S	10	PV10	164.25	13.7
111481	S	12	PV12	173.50	15.2



**MJ FIELD LOK™ Gland**



**MJ C153 CEMENT LINED****LP-5091****Tyler Union C153 Mechanical Joint Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>90° (1/4) MJ BEND</b>								
3	072188	S	100058	S	105.00	159.00	18	22
4	<b>072201</b>	<b>S</b>	<b>100133</b>	<b>S</b>	<b>108.00</b>	<b>172.00</b>	<b>25</b>	<b>24</b>
6	072225	S	100218	S	170.00	254.00	45	40
8	<b>072249</b>	<b>S</b>	<b>100294</b>	<b>S</b>	<b>251.00</b>	<b>347.00</b>	<b>63</b>	<b>59</b>
10	072263	S	099895	S	387.00	515.00	81	91
12	<b>072287</b>	<b>S</b>	<b>099970</b>	<b>S</b>	<b>514.00</b>	<b>658.00</b>	<b>114</b>	<b>121</b>
14	072300	S	101871	S	909.00	1125.00	231	202
16	<b>072324</b>	<b>S</b>	<b>101956</b>	<b>S</b>	<b>1148.00</b>	<b>1410.00</b>	<b>273</b>	<b>255</b>
18	072348	S	102038	S	1570.00	1948.00	411	314
20	<b>072362</b>	<b>S</b>	<b>102113</b>	<b>S</b>	<b>1905.00</b>	<b>2341.00</b>	<b>519</b>	<b>381</b>
24	072386	S	102199	S	3014.00	3594.00	683	574
30	<b>120193</b>	<b>N</b>	<b>355694</b>	<b>S</b>	<b>5115.00</b>	<b>6639.00</b>	<b>1139</b>	<b>930</b>
36	120704	N	356233	S	7975.00	9873.00	1450	1450
42			<b>120711</b>	<b>S</b>	<b>14286.00</b>	<b>17812.00</b>		<b>2381</b>
48			120728	S	19050.00	23886.00		3175
<b>45° (1/8) MJ BEND</b>								
3	072829	S	100034	S	90.00	144.00	17	19
4	<b>072843</b>	<b>S</b>	<b>100119</b>	<b>S</b>	<b>90.00</b>	<b>154.00</b>	<b>22</b>	<b>20</b>
6	072867	S	100195	S	140.00	224.00	36	33
8	<b>072881</b>	<b>S</b>	<b>100270</b>	<b>S</b>	<b>200.00</b>	<b>296.00</b>	<b>55</b>	<b>47</b>
10	072904	S	099871	S	289.00	417.00	74	68
12	<b>072928</b>	<b>S</b>	<b>099956</b>	<b>S</b>	<b>425.00</b>	<b>569.00</b>	<b>101</b>	<b>100</b>
14	072942	S	101857	S	707.00	923.00	153	157
16	<b>072966</b>	<b>S</b>	<b>101932</b>	<b>S</b>	<b>882.00</b>	<b>1144.00</b>	<b>203</b>	<b>196</b>
18	072980	S	102014	S	1165.00	1543.00	292	233
20	<b>073000</b>	<b>S</b>	<b>102090</b>	<b>S</b>	<b>1375.00</b>	<b>1811.00</b>	<b>352</b>	<b>275</b>
24	073024	S	102175	S	1995.00	2575.00	463	380
30	<b>119869</b>	<b>N</b>	<b>355687</b>	<b>S</b>	<b>4290.00</b>	<b>5814.00</b>	<b>780</b>	<b>780</b>
36	120735	N	356226	S	6243.00	8141.00	1135	1135
42			<b>120742</b>	<b>S</b>	<b>10056.00</b>	<b>13582.00</b>		<b>1676</b>
48			120759	S	13176.00	18012.00		2196
<b>22½° (1/16) MJ BEND</b>								
3	073260	S	100010	S	57.00	111.00	16	12
4	<b>073284</b>	<b>S</b>	<b>100096</b>	<b>S</b>	<b>86.00</b>	<b>150.00</b>	<b>20</b>	<b>19</b>
6	073307	S	100171	S	128.00	212.00	31	30
8	<b>073321</b>	<b>S</b>	<b>100256</b>	<b>S</b>	<b>196.00</b>	<b>292.00</b>	<b>46</b>	<b>46</b>
10	073345	S	099857	S	281.00	409.00	66	66
12	<b>073369</b>	<b>S</b>	<b>099932</b>	<b>S</b>	<b>370.00</b>	<b>514.00</b>	<b>80</b>	<b>87</b>
14	073383	S	101833	S	716.00	932.00	136	159
16	<b>073406</b>	<b>S</b>	<b>101918</b>	<b>S</b>	<b>846.00</b>	<b>1108.00</b>	<b>172</b>	<b>188</b>
18	073420	S	101994	S	1155.00	1533.00	286	231
20	<b>073444</b>	<b>S</b>	<b>102076</b>	<b>S</b>	<b>1460.00</b>	<b>1896.00</b>	<b>376</b>	<b>292</b>
24	073468	S	102151	S	1922.00	2502.00	512	366
30	120254	N	355670	S	3658.00	5182.00	610	665
36	<b>120766</b>	<b>N</b>	<b>356189</b>	<b>S</b>	<b>5280.00</b>	<b>7178.00</b>	<b>960</b>	<b>960</b>
42			120773	S	8202.00	11728.00		1367
48			<b>120780</b>	<b>S</b>	<b>10806.00</b>	<b>15642.00</b>		<b>1801</b>

**MJ C153 CEMENT LINED****Tyler Union C153 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>11¼° (1/32) MJ BEND</b>								
3	073703	S	099994	S	57.00	111.00	15	12
4	<b>073727</b>	<b>S</b>	<b>100072</b>	<b>S</b>	<b>77.00</b>	<b>141.00</b>	<b>19</b>	<b>17</b>
6	073741	S	100157	S	132.00	216.00	29	31
8	<b>073765</b>	<b>S</b>	<b>100232</b>	<b>S</b>	<b>179.00</b>	<b>275.00</b>	<b>43</b>	<b>42</b>
10	073789	S	099833	S	255.00	383.00	59	60
12	<b>073802</b>	<b>S</b>	<b>099918</b>	<b>S</b>	<b>327.00</b>	<b>471.00</b>	<b>77</b>	<b>77</b>
14	073826	S	101819	S	734.00	950.00	93	163
16	<b>073840</b>	<b>S</b>	<b>101895</b>	<b>S</b>	<b>846.00</b>	<b>1108.00</b>	<b>148</b>	<b>188</b>
18	073864	S	101970	S	1270.00	1648.00	283	254
20	<b>073888</b>	<b>S</b>	<b>102052</b>	<b>S</b>	<b>1285.00</b>	<b>1721.00</b>	<b>374</b>	<b>257</b>
24	073901	S	102137	S	1769.00	2349.00	457	337
30	<b>120797</b>	<b>N</b>	<b>355663</b>	<b>S</b>	<b>3300.00</b>	<b>4824.00</b>	<b>567</b>	<b>600</b>
36	120803	N	355700	S	4510.00	6408.00	820	820
42			<b>120810</b>	<b>S</b>	<b>7080.00</b>	<b>10606.00</b>		<b>1180</b>
48			120827	S	9444.00	14280.00		1574

**90° (1/4) MJxPE BEND**

3	072409	S	136040	S	86.00	113.00	17	18
4	<b>072423</b>	<b>S</b>	<b>422327</b>	<b>S</b>	<b>108.00</b>	<b>140.00</b>	<b>25</b>	<b>24</b>
6	072447	S	422372	S	170.00	212.00	42	40
8	<b>072461</b>	<b>S</b>	<b>422426</b>	<b>S</b>	<b>242.00</b>	<b>290.00</b>	<b>57</b>	<b>57</b>
10	072485	S	422228	S	374.00	438.00	91	88
12	<b>072508</b>	<b>S</b>	<b>422266</b>	<b>S</b>	<b>485.00</b>	<b>557.00</b>	<b>114</b>	<b>114</b>
14	072522	N	244295	S	887.00	995.00	219	197
16	<b>072546</b>	<b>S</b>	<b>244455</b>	<b>S</b>	<b>1359.00</b>	<b>1490.00</b>	<b>254</b>	<b>302</b>
20				<b>N</b>	<b>2630.00</b>	<b>2848.00</b>	<b>526</b>	
24	072607	N	244530	S	3019.00	3309.00	710	575
30	<b>120407</b>	<b>N</b>	<b>093282</b>	<b>S</b>	<b>4758.00</b>	<b>5520.00</b>	<b>865</b>	<b>865</b>

**45° (1/8) MJxPE BEND**

3	073048	S	136026	S	71.00	98.00	17	15
4	<b>073062</b>	<b>S</b>	<b>422310</b>	<b>S</b>	<b>90.00</b>	<b>122.00</b>	<b>21</b>	<b>20</b>
6	073086	S	422365	S	145.00	187.00	34	34
8	<b>073109</b>	<b>S</b>	<b>422419</b>	<b>S</b>	<b>204.00</b>	<b>252.00</b>	<b>53</b>	<b>48</b>
10	073123	S	422211	S	298.00	362.00	71	70
12	<b>073147</b>	<b>S</b>	<b>422259</b>	<b>S</b>	<b>417.00</b>	<b>489.00</b>	<b>102</b>	<b>98</b>
14	073161	S	243748	S	657.00	765.00	146	146
16	<b>073185</b>	<b>S</b>	<b>244431</b>	<b>S</b>	<b>828.00</b>	<b>959.00</b>	<b>192</b>	<b>184</b>
20				<b>N</b>	<b>1760.00</b>	<b>1978.00</b>	<b>352</b>	
24	073246	S	244516	S	2048.00	2338.00	440	390
30	<b>120414</b>	<b>N</b>	<b>093237</b>	<b>S</b>	<b>3933.00</b>	<b>4695.00</b>	<b>715</b>	<b>715</b>

S = From Stock to 2 weeks \* N = Non-Stock; Check for availability.

**MJ C153 CEMENT LINED****LP-5091****Tyler Union C153 Mechanical Joint Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	---------------------	--------------------	------------------------

**22½° (1/16) MJxPE BEND**

3	073482	N	136002	S	62.00	89.00	19	13
4	<b>073505</b>	<b>S</b>	<b>422303</b>	<b>S</b>	<b>81.00</b>	<b>113.00</b>	<b>19</b>	<b>18</b>
6	073529	S	422358	S	132.00	174.00	29	31
8	<b>073543</b>	<b>S</b>	<b>422402</b>	<b>S</b>	<b>204.00</b>	<b>252.00</b>	<b>46</b>	<b>48</b>
10	073567	N	135944	S	268.00	332.00	64	63
12	<b>073581</b>	<b>S</b>	<b>135968</b>	<b>S</b>	<b>349.00</b>	<b>421.00</b>	<b>78</b>	<b>79</b>
14	073604	N	248873	S	684.00	792.00	133	152
16	<b>073628</b>	<b>N</b>	<b>244417</b>	<b>S</b>	<b>1148.00</b>	<b>1279.00</b>	<b>181</b>	<b>255</b>
20				<b>N</b>	<b>1765.00</b>	<b>1983.00</b>	<b>353</b>	
24	073680	N	244493	S	2074.00	2364.00	345	395
30	<b>120421</b>	<b>N</b>	<b>093206</b>	<b>S</b>	<b>3355.00</b>	<b>4117.00</b>	<b>610</b>	<b>600</b>

**11¼° (1/32) MJxPE BEND**

3	073925	N	135982	S	62.00	89.00	15	13
4	<b>073949</b>	<b>S</b>	<b>136064</b>	<b>S</b>	<b>77.00</b>	<b>109.00</b>	<b>20</b>	<b>17</b>
6	073963	S	136088	S	123.00	165.00	29	29
8	<b>073987</b>	<b>S</b>	<b>136439</b>	<b>S</b>	<b>191.00</b>	<b>239.00</b>	<b>41</b>	<b>45</b>
10	074007	N	135920	S	238.00	302.00	55	56
12	<b>074021</b>	<b>S</b>	<b>135951</b>	<b>S</b>	<b>302.00</b>	<b>374.00</b>	<b>69</b>	<b>71</b>
14	074045	N	248866	S	599.00	707.00	118	133
16	<b>074069</b>	<b>N</b>	<b>244394</b>	<b>S</b>	<b>743.00</b>	<b>874.00</b>	<b>136</b>	<b>165</b>
24	074120	N	244479	S	2100.00	2390.00	475	400

**90° (1/4) MJxFE BEND ◆**

3	072621	S	422273	S	95.00	122.00	21	22
4	<b>072645</b>	<b>S</b>	<b>422297</b>	<b>S</b>	<b>117.00</b>	<b>149.00</b>	<b>28</b>	<b>26</b>
6	072669	S	422341	S	200.00	242.00	45	47
8	<b>072683</b>	<b>S</b>	<b>422396</b>	<b>S</b>	<b>349.00</b>	<b>397.00</b>	<b>64</b>	<b>82</b>
10	072706	S	422204	S	489.00	553.00	113	102
12	<b>072720</b>	<b>S</b>	<b>422242</b>	<b>S</b>	<b>693.00</b>	<b>765.00</b>	<b>141</b>	<b>163</b>
14	072744	N	248859	S	1238.00	1346.00	217	275
16	<b>072768</b>	<b>N</b>	<b>244370</b>	<b>S</b>	<b>1508.00</b>	<b>1639.00</b>	<b>278</b>	<b>335</b>

**45° (1/8) MJxFE BEND ◆**

4	365334	S	422280	S	113.00	145.00	27	25
6	<b>365341</b>	<b>S</b>	<b>422334</b>	<b>S</b>	<b>238.00</b>	<b>280.00</b>	<b>36</b>	<b>56</b>
8	365358	S	422389	S	302.00	350.00	54	71
10	<b>365365</b>	<b>S</b>	<b>422198</b>	<b>S</b>	<b>438.00</b>	<b>502.00</b>	<b>82</b>	<b>103</b>
12	365372	S	422235	S	642.00	714.00	112	151
14	<b>365389</b>	<b>N</b>	<b>248842</b>	<b>S</b>	<b>1206.00</b>	<b>1314.00</b>	<b>207</b>	<b>268</b>
16	365396	S	244356	S	1440.00	1571.00	290	320

**22½° (1/16) MJxFE BEND ◆**

4	365402	S	248897	S	144.00	176.00	21	32
6	<b>365419</b>	<b>S</b>	<b>248910</b>	<b>S</b>	<b>174.00</b>	<b>216.00</b>	<b>32</b>	<b>41</b>
8	365426	S	248934	S	272.00	320.00	46	64
10	<b>365433</b>	<b>S</b>	<b>248811</b>	<b>S</b>	<b>391.00</b>	<b>455.00</b>	<b>90</b>	<b>92</b>
12	365440	S	248835	S	561.00	633.00	79	132

◆ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

**MJ C153 CEMENT LINED****Tyler Union C153 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>11 1/2" (1/32) MJxFE BEND ◆</b>								
4	365457	S	248880	S	126.00	158.00	19	28
<b>6</b>	<b>365464</b>	<b>S</b>	<b>248903</b>	<b>S</b>	<b>170.00</b>	<b>212.00</b>	<b>30</b>	<b>40</b>
8	365471	S	248927	S	225.00	273.00	41	53
<b>10</b>	<b>365488</b>	<b>N</b>	<b>248804</b>	<b>S</b>	<b>374.00</b>	<b>438.00</b>	<b>75</b>	<b>88</b>
12	365495	S	248828	S	485.00	557.00	88	114

**MJ WYE (Not Included in AWWA C153)**

3	076469	S	101673	S	162.00	243.00	36	34
<b>4x3</b>	<b>076483</b>	<b>S</b>	<b>107309</b>	<b>S</b>	<b>171.00</b>	<b>262.00</b>	<b>39</b>	<b>38</b>
4	076506	S	101697	S	225.00	321.00	45	50
<b>6x4</b>	<b>076520</b>	<b>S</b>	<b>101734</b>	<b>S</b>	<b>221.00</b>	<b>337.00</b>	<b>61</b>	<b>52</b>
6	076544	S	101710	S	327.00	453.00	82	77
<b>8x4</b>	<b>076568</b>	<b>S</b>	<b>101772</b>	<b>S</b>	<b>451.00</b>	<b>579.00</b>	<b>81</b>	<b>106</b>
8x6	076582	S	101796	S	374.00	512.00	109	88
<b>8</b>	<b>076605</b>	<b>S</b>	<b>101758</b>	<b>S</b>	<b>463.00</b>	<b>607.00</b>	<b>117</b>	<b>109</b>
10x4	076629	S	101512	S	638.00	798.00	105	150
<b>10x6</b>	<b>076643</b>	<b>S</b>	<b>101536</b>	<b>S</b>	<b>672.00</b>	<b>842.00</b>	<b>118</b>	<b>158</b>
10x8	076667	S	101550	S	731.00	907.00	160	172
<b>10</b>	<b>076681</b>	<b>S</b>	<b>101499</b>	<b>S</b>	<b>893.00</b>	<b>1085.00</b>	<b>184</b>	<b>210</b>
12x4	076704	S	101611	S	897.00	1073.00	141	211
<b>12x6</b>	<b>076728</b>	<b>S</b>	<b>101635</b>	<b>S</b>	<b>935.00</b>	<b>1121.00</b>	<b>168</b>	<b>220</b>
12x8	076742	S	101659	S	1003.00	1195.00	177	236
<b>12x10</b>	<b>076766</b>	<b>N</b>	<b>101598</b>	<b>S</b>	<b>1177.00</b>	<b>1385.00</b>	<b>212</b>	<b>277</b>
12	076780	S	101574	S	1262.00	1478.00	248	297
<b>14x6</b>	<b>062981</b>	<b>S</b>			<b>1313.00</b>	<b>1571.00</b>	<b>250</b>	
<b>14</b>	<b>076889</b>	<b>S</b>			<b>2142.00</b>	<b>2466.00</b>	<b>476</b>	
16x6	076902	S	034377	S	1341.00	1645.00	300	298
<b>16x8</b>	<b>076926</b>	<b>S</b>	<b>093473</b>	<b>S</b>	<b>1571.00</b>	<b>1881.00</b>	<b>350</b>	<b>349</b>
16x12	076964	N	107286	N	2021.00	2355.00	447	465
<b>16</b>	<b>077008</b>	<b>S</b>	<b>046004</b>	<b>S</b>	<b>2453.00</b>	<b>2846.00</b>	<b>608</b>	<b>545</b>
18x10				N	2529.00	2971.00		562
<b>18</b>				<b>N</b>	<b>2799.00</b>	<b>3366.00</b>		<b>622</b>

**MJxFE ADAPTER (6" Laying Length) ◆**

3	083771	S	371267	S	76.00	103.00	18	18
<b>4</b>	<b>083795</b>	<b>S</b>	<b>371175</b>	<b>S</b>	<b>99.00</b>	<b>131.00</b>	<b>24</b>	<b>24</b>
6	083818	S	422181	S	136.00	178.00	36	29
<b>8</b>	<b>083832</b>	<b>S</b>	<b>371205</b>	<b>S</b>	<b>208.00</b>	<b>256.00</b>	<b>50</b>	<b>52</b>
10	083856	S	371250	S	298.00	362.00	76	67
<b>12</b>	<b>083870</b>	<b>S</b>	<b>371168</b>	<b>S</b>	<b>421.00</b>	<b>493.00</b>	<b>88</b>	<b>80</b>
14	083894	S	129639	S	621.00	729.00	127	126
<b>16</b>	<b>083917</b>	<b>S</b>	<b>129653</b>	<b>S</b>	<b>711.00</b>	<b>842.00</b>	<b>155</b>	<b>166</b>
18			114147	N	1010.00	1199.00		202
20	373223	S	121510	S	1260.00	1478.00	275	275
24			046011	S	1701.00	1991.00		324
<b>*30</b>	<b>120551</b>	<b>S</b>	<b>093145</b>	<b>N</b>	<b>2547.00</b>	<b>3309.00</b>	<b>470</b>	<b>463</b>
<b>**36</b>	<b>120568</b>	<b>N</b>	<b>093176</b>	<b>N</b>	<b>4125.00</b>	<b>5074.00</b>	<b>750</b>	<b>750</b>

\* Laying Length - 7"

\*\* Laying Length - 8"

◆ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

S = From Stock to 2 weeks • N = Non-Stock; Check for availability.

**MJ C153 CEMENT LINED****LP-5091****Tyler Union C153 Mechanical Joint Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	---------------------	--------------------	------------------------

**FEXPE ADAPTER (12" Laying Length) ♦**

4	083955	S			115.00	N/A	23	
<b>6</b>	<b>083979</b>	<b>S</b>			<b>157.00</b>	<b>N/A</b>	<b>33</b>	
8	083993	S			250.00	N/A	50	
<b>10</b>	<b>084013</b>	<b>N</b>			<b>345.00</b>	<b>N/A</b>	<b>69</b>	
12	084037	N			440.00	N/A	88	
<b>16</b>	<b>084075</b>	<b>N</b>			<b>782.00</b>	<b>N/A</b>	<b>149</b>	

**MJ TEE**

3	074144	S	101239	S	138.00	219.00	26	29
<b>4x3</b>	<b>074168</b>	<b>S</b>	<b>101277</b>	<b>S</b>	<b>135.00</b>	<b>226.00</b>	<b>33</b>	<b>30</b>
4	074182	S	101253	S	144.00	240.00	36	32
<b>6x3</b>	<b>074205</b>	<b>S</b>	<b>101314</b>	<b>S</b>	<b>179.00</b>	<b>290.00</b>	<b>49</b>	<b>42</b>
6x4	074229	S	101390	S	221.00	337.00	52	52
<b>6</b>	<b>074243</b>	<b>S</b>	<b>101291</b>	<b>S</b>	<b>247.00</b>	<b>373.00</b>	<b>62</b>	<b>58</b>
8x3	074267	S	101437	S	247.00	370.00	56	58
<b>8x4</b>	<b>074281</b>	<b>S</b>	<b>101451</b>	<b>S</b>	<b>255.00</b>	<b>383.00</b>	<b>72</b>	<b>60</b>
8x6	074304	S	101475	S	310.00	448.00	79	73
<b>8</b>	<b>074328</b>	<b>S</b>	<b>101413</b>	<b>S</b>	<b>370.00</b>	<b>514.00</b>	<b>90</b>	<b>87</b>
10x3	074342	S	101031	S	319.00	474.00	72	75
<b>10x4</b>	<b>074366</b>	<b>S</b>	<b>101055</b>	<b>S</b>	<b>332.00</b>	<b>492.00</b>	<b>82</b>	<b>78</b>
10x6	074380	S	101079	S	383.00	553.00	99	90
<b>10x8</b>	<b>074403</b>	<b>S</b>	<b>101093</b>	<b>S</b>	<b>446.00</b>	<b>622.00</b>	<b>111</b>	<b>105</b>
10	074427	S	101017	S	510.00	702.00	128	120
<b>12x3</b>	<b>074441</b>	<b>S</b>	<b>101154</b>	<b>S</b>	<b>383.00</b>	<b>554.00</b>	<b>91</b>	<b>90</b>
12x4	074465	S	101178	S	400.00	576.00	103	94
<b>12x6</b>	<b>074489</b>	<b>S</b>	<b>101192</b>	<b>S</b>	<b>485.00</b>	<b>671.00</b>	<b>102</b>	<b>114</b>
12x8	074502	S	101215	S	557.00	749.00	120	131
<b>12x10</b>	<b>074526</b>	<b>S</b>	<b>101130</b>	<b>S</b>	<b>595.00</b>	<b>803.00</b>	<b>155</b>	<b>140</b>
12	074540	S	101116	S	714.00	930.00	165	168
14x6	074564	S	103233	S	819.00	1077.00	183	182
<b>14x8</b>	<b>074588</b>	<b>S</b>	<b>103240</b>	<b>S</b>	<b>927.00</b>	<b>1191.00</b>	<b>206</b>	<b>206</b>
14x10	074601	S	103219	S	1026.00	1306.00	229	228
<b>14x12</b>	<b>074625</b>	<b>S</b>	<b>103226</b>	<b>S</b>	<b>1103.00</b>	<b>1391.00</b>	<b>245</b>	<b>245</b>
14	074649	S	103202	S	1260.00	1584.00	281	280
<b>16x6</b>	<b>074663</b>	<b>S</b>	<b>103295</b>	<b>S</b>	<b>1058.00</b>	<b>1362.00</b>	<b>222</b>	<b>235</b>
16x8	074687	S	103301	S	1148.00	1458.00	245	255
<b>16x10</b>	<b>074700</b>	<b>S</b>	<b>103264</b>	<b>S</b>	<b>1260.00</b>	<b>1586.00</b>	<b>265</b>	<b>280</b>
16x12	074724	S	103271	S	1373.00	1707.00	277	305
<b>16x14</b>	<b>074748</b>	<b>N</b>	<b>103288</b>	<b>S</b>	<b>1553.00</b>	<b>1923.00</b>	<b>317</b>	<b>345</b>
16	074762	S	103257	S	1733.00	2126.00	337	385
<b>18x6</b>	<b>074786</b>	<b>S</b>	<b>103325</b>	<b>S</b>	<b>1550.00</b>	<b>1970.00</b>	<b>275</b>	<b>310</b>
18x8	074809	S	103332	S	1675.00	2101.00	280	335
<b>18x10</b>	<b>074823</b>	<b>S</b>	<b>093381</b>	<b>S</b>	<b>1575.00</b>	<b>2017.00</b>	<b>301</b>	<b>315</b>
18x12	074847	S	093411	S	1990.00	2440.00	370	398
<b>18x14</b>	<b>074861</b>	<b>N</b>			<b>2075.00</b>	<b>2561.00</b>	<b>415</b>	
18x16	074885	S	093442	S	2220.00	2729.00	476	444
<b>18</b>	<b>074908</b>	<b>S</b>	<b>103318</b>	<b>S</b>	<b>2590.00</b>	<b>3157.00</b>	<b>490</b>	<b>518</b>
20x6	074922	S	103394	S	1740.00	2218.00	335	348
<b>20x8</b>	<b>074946</b>	<b>S</b>	<b>103400</b>	<b>S</b>	<b>1780.00</b>	<b>2264.00</b>	<b>383</b>	<b>356</b>
20x10	074960	S	103356	S	1850.00	2350.00	392	370
<b>20x12</b>	<b>074984</b>	<b>S</b>	<b>103363</b>	<b>S</b>	<b>2205.00</b>	<b>2713.00</b>	<b>432</b>	<b>441</b>

♦ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

13

Confidential

McWane-014254

CX 2358-013

**MJ C153 CEMENT LINED****Tyler Union C153 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ TEE (Con't)</b>								
20x14	075004	S			2550.00	3094.00	510	
<b>20x16</b>	<b>075028</b>	<b>S</b>	<b>103370</b>	<b>S</b>	<b>2170.00</b>	<b>2737.00</b>	<b>553</b>	<b>434</b>
20x18	075042	N	103387	S	2925.00	3550.00	577	585
<b>20</b>	<b>075066</b>	<b>S</b>	<b>103349</b>	<b>S</b>	<b>2390.00</b>	<b>3044.00</b>	<b>572</b>	<b>478</b>
24x6	075080	S	103479	S	2163.00	2785.00	465	412
<b>24x8</b>	<b>075103</b>	<b>S</b>	<b>103486</b>	<b>S</b>	<b>2226.00</b>	<b>2854.00</b>	<b>475</b>	<b>424</b>
24x10	075127	S	103424	S	2436.00	3080.00	516	464
<b>24x12</b>	<b>075141</b>	<b>S</b>	<b>103431</b>	<b>S</b>	<b>2373.00</b>	<b>3025.00</b>	<b>549</b>	<b>452</b>
24x14	075165	N	249818	S	2888.00	3576.00	585	550
<b>24x16</b>	<b>075189</b>	<b>S</b>	<b>103448</b>	<b>S</b>	<b>3050.00</b>	<b>3761.00</b>	<b>625</b>	<b>581</b>
24x18	075202	S	103455	S	3066.00	3835.00	721	584
<b>24x20</b>	<b>075226</b>	<b>S</b>	<b>103462</b>	<b>S</b>	<b>3455.00</b>	<b>4253.00</b>	<b>805</b>	<b>658</b>
24	075240	S	103417	S	3728.00	4598.00	844	710
<b>30x6</b>	<b>120438</b>	<b>N</b>	<b>099758</b>	<b>S</b>	<b>3597.00</b>	<b>5163.00</b>	<b>717</b>	<b>654</b>
30x8	120445	N	045854	S	4065.00	5637.00	697	739
<b>30x12</b>	<b>120452</b>	<b>N</b>	<b>099703</b>	<b>S</b>	<b>4565.00</b>	<b>6161.00</b>	<b>848</b>	<b>830</b>
30x16			099710	S	5275.00	6930.00		959
<b>30x20</b>	<b>120476</b>	<b>N</b>	<b>249825</b>	<b>S</b>	<b>5577.00</b>	<b>7319.00</b>	<b>995</b>	<b>1014</b>
30x24	120483	N	099734	S	5836.00	7650.00	1114	1061
<b>30</b>	<b>120490</b>	<b>N</b>	<b>356349</b>	<b>S</b>	<b>7277.00</b>	<b>9563.00</b>	<b>1348</b>	<b>1323</b>
36x12			113140	N	6067.00	7663.00		1103
<b>36x16</b>			<b>099796</b>	<b>S</b>	<b>6551.00</b>	<b>8206.00</b>		<b>1191</b>
36x24	120834	N	099819	S	7953.00	9767.00	1533	1446
<b>36x30</b>	<b>120841</b>	<b>N</b>	<b>249832</b>	<b>S</b>	<b>9218.00</b>	<b>11878.00</b>	<b>1604</b>	<b>1676</b>
36	120858	N	099772	S	10918.00	13765.00	1949	1985
<b>42x24</b>			<b>112464</b>	<b>N</b>	<b>13770.00</b>	<b>17586.00</b>		<b>2295</b>
42x30			112488	N	14022.00	18310.00		2337
<b>42x36</b>			<b>113164</b>	<b>N</b>	<b>17928.00</b>	<b>22403.00</b>		<b>2988</b>
42			045946	S	19014.00	24303.00		3169
48x12			113690	N	15000.00	19908.00		2500
<b>48x24</b>			<b>112471</b>	<b>N</b>	<b>16932.00</b>	<b>22058.00</b>		<b>2822</b>
48x36			113188	N	23892.00	29677.00		3982
48x42			459262	N	24600.00	31199.00		4100
<b>48</b>			<b>112563</b>	<b>S</b>	<b>25506.00</b>	<b>32760.00</b>		<b>4251</b>

**MJxFE TEE ♦**

3	075288	S	136576	S	152.00	206.00	29	32
<b>4x3</b>	<b>075301</b>	<b>S</b>	<b>136583</b>	<b>S</b>	<b>167.00</b>	<b>231.00</b>	<b>34</b>	<b>37</b>
4	075325	S	422501	S	180.00	244.00	38	40
<b>6x3</b>	<b>075349</b>	<b>S</b>	<b>243717</b>	<b>S</b>	<b>225.00</b>	<b>309.00</b>	<b>51</b>	<b>53</b>
6x4	075363	S	422525	S	234.00	318.00	53	55
<b>6</b>	<b>075387</b>	<b>S</b>	<b>422518</b>	<b>S</b>	<b>268.00</b>	<b>352.00</b>	<b>64</b>	<b>63</b>
8x4	075424	S	422549	S	315.00	411.00	76	74
<b>8x6</b>	<b>075448</b>	<b>S</b>	<b>422556</b>	<b>S</b>	<b>340.00</b>	<b>436.00</b>	<b>81</b>	<b>80</b>
8	075462	S	422532	S	417.00	513.00	91	98
<b>10x4</b>	<b>075509</b>	<b>S</b>	<b>136552</b>	<b>S</b>	<b>383.00</b>	<b>511.00</b>	<b>92</b>	<b>90</b>
10x6	075523	S	422440	S	476.00	604.00	99	112
<b>10x8</b>	<b>075547</b>	<b>S</b>	<b>136569</b>	<b>S</b>	<b>514.00</b>	<b>642.00</b>	<b>127</b>	<b>121</b>
10	075561	S	422433	S	655.00	783.00	144	154
<b>12x4</b>	<b>075608</b>	<b>S</b>	<b>422471</b>	<b>S</b>	<b>502.00</b>	<b>646.00</b>	<b>118</b>	<b>118</b>
12x6	075622	S	422488	S	510.00	654.00	133	120
<b>12x8</b>	<b>075646</b>	<b>S</b>	<b>422495</b>	<b>S</b>	<b>587.00</b>	<b>731.00</b>	<b>146</b>	<b>138</b>

♦ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

**MJ C153 CEMENT LINED****LP-5091****Tyler Union C153 Mechanical Joint Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJxFE TEE ♦ (Con"t)</b>								
12x10	075660	S	422464	S	672.00	816.00	161	158
<b>12</b>	<b>075684</b>	<b>S</b>	<b>422457</b>	<b>S</b>	<b>842.00</b>	<b>986.00</b>	<b>187</b>	<b>198</b>
14x6	075707	S	131229	S	909.00	1125.00	205	202
<b>14x10</b>	<b>075745</b>	<b>N</b>	<b>248972</b>	<b>S</b>	<b>1305.00</b>	<b>1521.00</b>	<b>226</b>	<b>290</b>
14x12	075769	N	248989	S	1418.00	1634.00	238	315
<b>14</b>	<b>075783</b>	<b>N</b>	<b>248965</b>	<b>S</b>	<b>1521.00</b>	<b>1737.00</b>	<b>285</b>	<b>338</b>
16x6	075806	S	131243	S	1026.00	1288.00	230	228
<b>16x8</b>	<b>075820</b>	<b>S</b>	<b>131267</b>	<b>S</b>	<b>1242.00</b>	<b>1504.00</b>	<b>243</b>	<b>276</b>
16x10	075844	N	244639	S	1485.00	1747.00	281	330
<b>16x12</b>	<b>075868</b>	<b>S</b>	<b>244653</b>	<b>S</b>	<b>1530.00</b>	<b>1792.00</b>	<b>304</b>	<b>340</b>
16x14	075882	N			1607.00	1869.00	357	
<b>16</b>	<b>075905</b>	<b>S</b>	<b>248996</b>	<b>S</b>	<b>2115.00</b>	<b>2377.00</b>	<b>357</b>	<b>470</b>
18x6	075929	S	131281	S	1290.00	1668.00	261	258
<b>18x8</b>	<b>365549</b>	<b>S</b>	<b>131304</b>	<b>S</b>	<b>1685.00</b>	<b>2063.00</b>	<b>351</b>	<b>337</b>
<b>20x6</b>	<b>075943</b>	<b>S</b>	<b>131328</b>	<b>S</b>	<b>1800.00</b>	<b>2236.00</b>	<b>341</b>	<b>360</b>
<b>24x6</b>	<b>075967</b>	<b>S</b>	<b>131342</b>	<b>S</b>	<b>2132.00</b>	<b>2712.00</b>	<b>451</b>	<b>406</b>
<b>24x12</b>	<b>369424</b>	<b>S</b>	<b>249795</b>	<b>S</b>	<b>3003.00</b>	<b>3583.00</b>	<b>580</b>	<b>572</b>
24x16	373247	N	249801	N	3780.00	4360.00	744	720

**MJxPExMJ TEE**

6	365501	S		S	242.00	326.00	57	
<b>8x6</b>	<b>382775</b>	<b>N</b>		<b>S</b>	<b>336.00</b>	<b>426.00</b>	<b>79</b>	
8	382782	S		S	370.00	466.00	87	
<b>10</b>	<b>382799</b>	<b>N</b>		<b>S</b>	<b>565.00</b>	<b>693.00</b>	<b>133</b>	

**MJxSWIVEL TEE (Includes Swivel Gland)**

6	075981	S	138549	S	285.00	369.00	71	67
<b>8x6</b>	<b>076001</b>	<b>S</b>	<b>138600</b>	<b>S</b>	<b>357.00</b>	<b>453.00</b>	<b>80</b>	<b>84</b>
8	076025	S	138587	S	446.00	542.00	94	105
<b>10x6</b>	<b>076049</b>	<b>S</b>	<b>138468</b>	<b>S</b>	<b>400.00</b>	<b>528.00</b>	<b>114</b>	<b>94</b>
10x8	076063	S	138501	S	489.00	617.00	138	115
<b>12x6</b>	<b>076087</b>	<b>S</b>	<b>138518</b>	<b>S</b>	<b>497.00</b>	<b>641.00</b>	<b>128</b>	<b>117</b>
12x8	076100	S	138525	S	616.00	760.00	149	145
<b>14x6</b>	<b>076124</b>	<b>S</b>	<b>103806</b>	<b>S</b>	<b>1031.00</b>	<b>1247.00</b>	<b>190</b>	<b>229</b>
16x6	076148	S	103813	S	923.00	1185.00	243	205
<b>18x6</b>	<b>076162</b>	<b>S</b>	<b>103820</b>	<b>S</b>	<b>1390.00</b>	<b>1768.00</b>	<b>330</b>	<b>278</b>
20x6	076186	S	103837	S	1380.00	1816.00	380	276
<b>24x6</b>	<b>076209</b>	<b>S</b>	<b>103844</b>	<b>S</b>	<b>2069.00</b>	<b>2649.00</b>	<b>478</b>	<b>394</b>

**MJ TEE TAPPED (2" IPT Only) SEE NOTE**

3x2	080701	S	100935	S	130.00	184.00	21	19
<b>4x2</b>	<b>080848</b>	<b>S</b>	<b>100959</b>	<b>S</b>	<b>153.00</b>	<b>217.00</b>	<b>27</b>	<b>25</b>
6x2	080985	S	100973	S	197.00	281.00	40	37
<b>8x2</b>	<b>081142</b>	<b>S</b>	<b>100997</b>	<b>S</b>	<b>291.00</b>	<b>387.00</b>	<b>54</b>	<b>59</b>
10x2	081289	S	100898	S	329.00	457.00	67	68
<b>12x2</b>	<b>081425</b>	<b>S</b>	<b>100911</b>	<b>S</b>	<b>414.00</b>	<b>558.00</b>	<b>83</b>	<b>88</b>
14x2		N			715.00	931.00	141	
<b>16x2</b>	<b>081647</b>	<b>S</b>	<b>103196</b>	<b>S</b>	<b>872.00</b>	<b>1134.00</b>	<b>176</b>	<b>202</b>

**MJ C153 CEMENT LINED****Tyler Union C153 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ TEE / CROSS UNTAPPED</b>								
3	449423	S		N	90.00	144.00	21	19
4	<b>447627</b>	<b>S</b>		<b>N</b>	113.00	177.00	<b>27</b>	<b>25</b>
6	449072	S		N	157.00	241.00	40	37
8	<b>447658</b>	<b>S</b>		<b>N</b>	251.00	347.00	<b>54</b>	<b>59</b>
10	449102	S		N	289.00	417.00	67	68
12	<b>449133</b>	<b>S</b>		<b>N</b>	374.00	518.00	<b>83</b>	<b>88</b>
14		S			635.00	851.00	141	
16	080602	S		N	792.00	1054.00	176	202

**PLUG SOLID**

3	082972	S	248217	S	48.00	N/A	8	10
4	<b>082989</b>	<b>S</b>	<b>248224</b>	<b>S</b>	<b>63.00</b>	<b>N/A</b>	<b>13</b>	<b>14</b>
6	082996	S	248231	S	102.00	N/A	18	24
8	<b>083009</b>	<b>S</b>	<b>248248</b>	<b>S</b>	<b>145.00</b>	<b>N/A</b>	<b>25</b>	<b>34</b>
10	083016	S	248194	S	187.00	N/A	44	44
12	<b>083023</b>	<b>S</b>	<b>248200</b>	<b>S</b>	<b>225.00</b>	<b>N/A</b>	<b>46</b>	<b>53</b>
14	083030	S	248651	S	495.00	N/A	83	110
16	<b>083047</b>	<b>S</b>	<b>248668</b>	<b>S</b>	<b>635.00</b>	<b>N/A</b>	<b>100</b>	<b>141</b>
18	083054	S	248675	S	875.00	N/A	128	175
20	<b>083061</b>	<b>S</b>	<b>248682</b>	<b>S</b>	<b>1070.00</b>	<b>N/A</b>	<b>153</b>	<b>214</b>
24	083078	S	248699	S	1559.00	N/A	202	297
30			<b>121534</b>	<b>S</b>	<b>2981.00</b>	<b>N/A</b>		<b>542</b>
36			093565	S	4609.00	N/A		838
42			<b>448891</b>	<b>N</b>	6546.00	N/A		<b>1091</b>
48			448914	N	8730.00	N/A		1455

**PLUG TAPT (2" IPT Only) SEE NOTE**

3x2	083122	S	248330	S	88.00	N/A	8	10
4x2	<b>083207</b>	<b>S</b>	<b>248361</b>	<b>S</b>	<b>103.00</b>	<b>N/A</b>	<b>13</b>	<b>14</b>
6x2	083283	S	248415	S	142.00	N/A	18	24
8x2	<b>083375</b>	<b>S</b>	<b>248453</b>	<b>S</b>	<b>185.00</b>	<b>N/A</b>	<b>25</b>	<b>34</b>
10x2	083436	S	248255	S	227.00	N/A	44	44
12x2	<b>083504</b>	<b>S</b>	<b>248293</b>	<b>S</b>	<b>265.00</b>	<b>N/A</b>	<b>46</b>	<b>53</b>
14x2	083566	N	248705	S	575.00	N/A	83	110
16x2	<b>083627</b>	<b>S</b>	<b>248712</b>	<b>S</b>	<b>715.00</b>	<b>N/A</b>	<b>100</b>	<b>141</b>
18x2	083665	S	248750	S	955.00	N/A	128	175
20x2	<b>083702</b>	<b>N</b>	<b>248767</b>	<b>S</b>	<b>1150.00</b>	<b>N/A</b>	<b>153</b>	<b>214</b>
24x2	083733	N	248781	S	1639.00	N/A	202	297
30x2			<b>121527</b>	<b>S</b>	<b>3181.00</b>	<b>N/A</b>		<b>542</b>
36x2			093596	S	4809.00	N/A		838
42x2				<b>N</b>	<b>6746.00</b>	<b>N/A</b>		<b>1091</b>
48x2				N	8930.00	N/A		1455

NOTE - For Tapped Tees, Plugs and Caps Only: We stock 2" IPT Taps only. For all tap sizes other than 2" IPT up to a 4" maximum add \$250.00 to the list price shown for corresponding 2" tapped fitting. Special tapped fittings are non-cancellable and non-returnable. Contact CSR for details.

S = From Stock to 2 weeks • N = Non-Stock; Check for availability.

**MJ C153 CEMENT LINED****LP-5091****Tyler Union C153 Mechanical Joint Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>SOLID SLEEVE SHORT</b>								
3	081852	S	137368	S	62.00	116.00	13	13
4	<b>081869</b>	<b>S</b>	<b>137382</b>	<b>S</b>	<b>63.00</b>	<b>127.00</b>	<b>19</b>	<b>14</b>
6	081876	S	137405	S	106.00	190.00	29	25
8	<b>081883</b>	<b>S</b>	<b>137429</b>	<b>S</b>	<b>145.00</b>	<b>241.00</b>	<b>38</b>	<b>34</b>
10	081890	S	137320	S	221.00	349.00	48	52
12	<b>081906</b>	<b>S</b>	<b>137344</b>	<b>S</b>	<b>247.00</b>	<b>391.00</b>	<b>62</b>	<b>58</b>
14	081913	S	137443	S	486.00	702.00	116	108
16	<b>081920</b>	<b>S</b>	<b>137467</b>	<b>S</b>	<b>608.00</b>	<b>870.00</b>	<b>123</b>	<b>135</b>
18	365556	S	137481	S	795.00	1173.00	160	159
20	<b>365563</b>	<b>N</b>	<b>249849</b>	<b>S</b>	<b>970.00</b>	<b>1406.00</b>	<b>212</b>	<b>194</b>
24	365570	S	137511	S	1334.00	1914.00	272	254
30			<b>045823</b>	<b>S</b>	<b>2679.00</b>	<b>4203.00</b>		<b>487</b>
36			045830	S	3641.00	5539.00		662
42			<b>113102</b>	<b>N</b>	<b>5292.00</b>	<b>8818.00</b>		<b>882</b>
48			113126	N	6618.00	11454.00		1103

**SOLID SLEEVE LONG**

3	081937	S	137351	S	86.00	140.00	21	18
4	<b>081944</b>	<b>S</b>	<b>137375</b>	<b>S</b>	<b>99.00</b>	<b>163.00</b>	<b>25</b>	<b>22</b>
6	081951	S	137399	S	149.00	233.00	37	35
8	<b>081968</b>	<b>S</b>	<b>137412</b>	<b>S</b>	<b>251.00</b>	<b>347.00</b>	<b>52</b>	<b>46</b>
10	081975	S	137313	S	293.00	421.00	68	69
12	<b>081982</b>	<b>S</b>	<b>137337</b>	<b>S</b>	<b>391.00</b>	<b>535.00</b>	<b>81</b>	<b>92</b>
14	081999	S	137436	S	626.00	842.00	146	138
16	<b>082002</b>	<b>S</b>	<b>137450</b>	<b>S</b>	<b>792.00</b>	<b>1054.00</b>	<b>170</b>	<b>176</b>
18	082019	S	137474	S	1050.00	1428.00	230	210
20	<b>082026</b>	<b>S</b>	<b>137498</b>	<b>S</b>	<b>1270.00</b>	<b>1706.00</b>	<b>269</b>	<b>254</b>
24	082033	S	137504	S	1754.00	2334.00	380	334
30	<b>120537</b>	<b>N</b>	<b>137290</b>	<b>S</b>	<b>3542.00</b>	<b>5066.00</b>	<b>640</b>	<b>644</b>
36	120544	N	137306	S	4752.00	6650.00	925	864
42			<b>045960</b>	<b>S</b>	<b>6696.00</b>	<b>10222.00</b>		<b>1116</b>
48			045953	S	8310.00	13146.00		1385

**CAP SOLID**

3	082149	S	121497	S	48.00	75.00	8	10
4	<b>082156</b>	<b>S</b>	<b>121480</b>	<b>S</b>	<b>41.00</b>	<b>73.00</b>	<b>10</b>	<b>9</b>
6	082163	S	247951	S	68.00	110.00	19	16
8	<b>082170</b>	<b>S</b>	<b>247968</b>	<b>S</b>	<b>106.00</b>	<b>154.00</b>	<b>26</b>	<b>25</b>
10	082187	S	121565	S	157.00	221.00	32	37
12	<b>082194</b>	<b>S</b>	<b>121503</b>	<b>S</b>	<b>200.00</b>	<b>272.00</b>	<b>56</b>	<b>47</b>
14	082200	S	248491	S	329.00	437.00	71	73
16	<b>082217</b>	<b>S</b>	<b>248507</b>	<b>S</b>	<b>441.00</b>	<b>572.00</b>	<b>94</b>	<b>98</b>
18	082224	S	248514	S	600.00	789.00	121	120
20	<b>082231</b>	<b>S</b>	<b>248538</b>	<b>S</b>	<b>720.00</b>	<b>938.00</b>	<b>148</b>	<b>144</b>
24	082248	S	248545	S	1040.00	1330.00	210	198
30			<b>121558</b>	<b>S</b>	<b>1898.00</b>	<b>2660.00</b>		<b>345</b>
36			093503	S	3454.00	4403.00		628
42			<b>458586</b>	<b>N</b>	<b>4338.00</b>	<b>6101.00</b>		<b>723</b>
48			<b>112730</b>	<b>N</b>	<b>5844.00</b>	<b>8262.00</b>		<b>974</b>

NOTE - For Tapped Tees, Plugs and Caps Only: We stock 2" IPT Taps only. For all tap sizes other than 2" IPT up to a 4" maximum add \$250.00 to the list price shown for corresponding 2" tapped fitting. Special tapped fittings are non-cancellable and non-returnable. Contact CSR for details.

**MJ C153 CEMENT LINED****Tyler Union C153 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>CAP TAPT (2" IPT Only) SEE NOTE</b>								
3x2	082293	S	248033	S	88.00	115.00	8	10
<b>4x2</b>	<b>082361</b>	<b>S</b>	<b>248064</b>	<b>S</b>	<b>81.00</b>	<b>113.00</b>	<b>10</b>	<b>9</b>
6x2	082453	S	248118	S	108.00	150.00	19	16
<b>8x2</b>	<b>082538</b>	<b>S</b>	<b>248156</b>	<b>S</b>	<b>146.00</b>	<b>194.00</b>	<b>26</b>	<b>25</b>
10x2	082606	S	247975	S	197.00	261.00	32	37
<b>12x2</b>	<b>082699</b>	<b>S</b>	<b>247999</b>	<b>S</b>	<b>240.00</b>	<b>312.00</b>	<b>56</b>	<b>47</b>
14x2	082743	S	248552	S	409.00	517.00	71	73
<b>16x2</b>	<b>082804</b>	<b>S</b>	<b>248576</b>	<b>S</b>	<b>521.00</b>	<b>652.00</b>	<b>94</b>	<b>98</b>
18x2	082859	S	248613	S	680.00	869.00	121	120
<b>20x2</b>	<b>082910</b>	<b>S</b>	<b>248637</b>	<b>S</b>	<b>800.00</b>	<b>1018.00</b>	<b>148</b>	<b>144</b>
24x2	082941	S	248644	S	1120.00	1410.00	210	198
<b>30x2</b>			<b>121541</b>	<b>S</b>	<b>2098.00</b>	<b>2860.00</b>		<b>345</b>
36x2			093534	S	3654.00	4603.00		628
<b>42x2</b>					<b>4538.00</b>	<b>6301.00</b>		<b>723</b>
48x2					6044.00	8462.00		974

**MJ OFFSET**

4x6			107378	S	144.00	208.00		32
<b>4x12</b>			<b>107385</b>	<b>S</b>	<b>189.00</b>	<b>253.00</b>		<b>42</b>
4x18			107392	S	252.00	316.00		56
<b>4x24</b>			<b>107408</b>	<b>S</b>	<b>293.00</b>	<b>357.00</b>		<b>65</b>
6x6			107422	S	234.00	318.00		55
<b>6x12</b>			<b>107439</b>	<b>S</b>	<b>306.00</b>	<b>390.00</b>		<b>72</b>
6x18			107446	S	374.00	458.00		88
<b>6x24</b>			<b>107453</b>	<b>S</b>	<b>472.00</b>	<b>556.00</b>		<b>111</b>
8x6			107460	S	336.00	432.00		79
<b>8x12</b>			<b>107477</b>	<b>S</b>	<b>438.00</b>	<b>534.00</b>		<b>103</b>
8x18			107484	S	544.00	640.00		128
10x12			107507	N	629.00	757.00		148
12x6			448952	N	667.00	811.00		157

**MJxPE OFFSET**

6x6			107651	S	230.00	272.00		54
-----	--	--	--------	---	--------	--------	--	----

**MJ REDUCER**

4x3	077589	S	100799	S	81.00	140.00	18	18
<b>6x3</b>	<b>077602</b>	<b>S</b>	<b>100812</b>	<b>S</b>	<b>111.00</b>	<b>180.00</b>	<b>28</b>	<b>26</b>
6x4	077626	S	100836	S	98.00	172.00	26	23
<b>8x4</b>	<b>077640</b>	<b>S</b>	<b>100850</b>	<b>S</b>	<b>153.00</b>	<b>233.00</b>	<b>36</b>	<b>36</b>
8x6	077664	S	100874	S	163.00	253.00	38	34
<b>10x4</b>	<b>077688</b>	<b>S</b>	<b>100652</b>	<b>S</b>	<b>179.00</b>	<b>275.00</b>	<b>51</b>	<b>42</b>
10x6	077701	S	100676	S	179.00	285.00	54	42
<b>10x8</b>	<b>077725</b>	<b>S</b>	<b>100690</b>	<b>S</b>	<b>196.00</b>	<b>308.00</b>	<b>54</b>	<b>46</b>
12x4	077749	S	100737	S	225.00	329.00	67	53
<b>12x6</b>	<b>077763</b>	<b>S</b>	<b>100751</b>	<b>S</b>	<b>238.00</b>	<b>352.00</b>	<b>67</b>	<b>56</b>
12x8	077787	S	100775	S	242.00	362.00	57	57
<b>12x10</b>	<b>077800</b>	<b>S</b>	<b>100713</b>	<b>S</b>	<b>255.00</b>	<b>391.00</b>	<b>63</b>	<b>60</b>
14x6	077824	S	103004	S	495.00	645.00	104	110
<b>14x8</b>	<b>077848</b>	<b>S</b>	<b>103011</b>	<b>S</b>	<b>495.00</b>	<b>651.00</b>	<b>104</b>	<b>110</b>

NOTE - For Tapped Tees, Plugs and Caps Only: We stock 2" IPT Taps only. For all tap sizes other than 2" IPT up to a 4" maximum add \$250.00 to the list price shown for corresponding 2" tapped fitting. Special tapped fittings are non-cancellable and non-returnable. Contact CSR for details.

**MJ C153 CEMENT LINED****LP-5091****Tyler Union C153 Mechanical Joint Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ REDUCER (Con't)</b>								
14x10	077862	S	102984	S	450.00	622.00	100	100
14x12	077886	S	102991	S	450.00	630.00	100	100
<b>16x6</b>	<b>077909</b>	<b>S</b>	<b>103059</b>	<b>S</b>	<b>653.00</b>	<b>826.00</b>	<b>132</b>	<b>145</b>
16x8	077923	S	103066	S	630.00	809.00	128	140
<b>16x10</b>	<b>077947</b>	<b>S</b>	<b>103028</b>	<b>S</b>	<b>608.00</b>	<b>803.00</b>	<b>128</b>	<b>135</b>
16x12	077961	S	103035	S	585.00	788.00	112	130
<b>16x14</b>	<b>077985</b>	<b>S</b>	<b>103042</b>	<b>S</b>	<b>743.00</b>	<b>982.00</b>	<b>140</b>	<b>165</b>
18x8	078005	S	103103	S	810.00	1047.00	190	162
<b>18x10</b>	<b>078029</b>	<b>S</b>	<b>107279</b>	<b>N</b>	<b>925.00</b>	<b>1178.00</b>	<b>196</b>	<b>185</b>
18x12	078043	S	103073	S	900.00	1161.00	185	180
<b>18x14</b>	<b>078067</b>	<b>S</b>	<b>103080</b>	<b>S</b>	<b>915.00</b>	<b>1212.00</b>	<b>190</b>	<b>183</b>
18x16	078081	S	103097	S	955.00	1275.00	196	191
<b>20x8</b>			<b>107293</b>	<b>N</b>	<b>1140.00</b>	<b>1406.00</b>		<b>228</b>
<b>20x10</b>	<b>078104</b>	<b>N</b>	<b>103110</b>	<b>S</b>	<b>1075.00</b>	<b>1357.00</b>	<b>225</b>	<b>215</b>
20x12	078128	S	103127	S	1005.00	1295.00	210	201
<b>20x14</b>	<b>078142</b>	<b>N</b>	<b>034162</b>	<b>S</b>	<b>1000.00</b>	<b>1326.00</b>	<b>208</b>	<b>200</b>
20x16	078166	S	103134	S	925.00	1274.00	238	185
<b>20x18</b>	<b>078180</b>	<b>S</b>	<b>103141</b>	<b>S</b>	<b>1030.00</b>	<b>1437.00</b>	<b>250</b>	<b>206</b>
24x12	078203	S	103158	S	1612.00	1974.00	327	307
<b>24x14</b>	<b>078227</b>	<b>N</b>			<b>1654.00</b>	<b>2052.00</b>	<b>315</b>	
24x16	078241	S	103165	S	1675.00	2096.00	324	319
<b>24x18</b>	<b>078265</b>	<b>S</b>	<b>103172</b>	<b>S</b>	<b>1574.00</b>	<b>2053.00</b>	<b>328</b>	<b>300</b>
24x20	078289	S	103189	S	1617.00	2125.00	334	308
<b>30x16</b>			<b>045793</b>	<b>S</b>	<b>3504.00</b>	<b>4397.00</b>		<b>637</b>
30x18			113065	N	3641.00	4592.00		662
<b>30x20</b>			<b>045809</b>	<b>S</b>	<b>3443.00</b>	<b>4423.00</b>		<b>626</b>
30x24	120575	N	356240	S	2629.00	3681.00	478	478
<b>36x20</b>			<b>113089</b>	<b>N</b>	<b>5335.00</b>	<b>6502.00</b>		<b>970</b>
36x24			356288	S	4235.00	5474.00		770
<b>36x30</b>			<b>112570</b>	<b>N</b>	<b>4609.00</b>	<b>6320.00</b>		<b>838</b>
<b>42x16</b>				<b>N</b>	<b>7236.00</b>	<b>9130.00</b>		<b>1206</b>
42x18				N	7170.00	9122.00		1195
<b>42x20</b>				<b>N</b>	<b>7146.00</b>	<b>9127.00</b>		<b>1191</b>
42x24				N	8004.00	10057.00		1334
<b>42x30</b>			<b>356663</b>	<b>S</b>	<b>6402.00</b>	<b>8927.00</b>		<b>1067</b>
42x36			112495	N	6696.00	9408.00		1116
<b>48x16</b>				<b>N</b>	<b>9894.00</b>	<b>12443.00</b>		<b>1649</b>
48x18				N	9540.00	12147.00		1590
<b>48x20</b>				<b>N</b>	<b>8994.00</b>	<b>11630.00</b>		<b>1499</b>
48x24				N	9222.00	11930.00		1537
<b>48x30</b>			<b>129646</b>	<b>N</b>	<b>11112.00</b>	<b>14292.00</b>		<b>1852</b>
<b>48x36</b>			<b>112501</b>	<b>N</b>	<b>9792.00</b>	<b>13159.00</b>		<b>1632</b>
48x42			129677	N	8916.00	13097.00		1486

**SMALL END BELL (SEB) REDUCER**

4x3	078302	S	134008	S	81.00	108.00	17	18
<b>6x3</b>	<b>078326</b>	<b>S</b>	<b>134022</b>	<b>S</b>	<b>115.00</b>	<b>142.00</b>	<b>24</b>	<b>27</b>
6x4	078340	S	134046	S	111.00	143.00	24	26
<b>8x4</b>	<b>078364</b>	<b>S</b>	<b>134060</b>	<b>S</b>	<b>145.00</b>	<b>177.00</b>	<b>30</b>	<b>34</b>
8x6	078388	S	134084	S	149.00	191.00	35	35
<b>10x4</b>	<b>078401</b>	<b>S</b>	<b>133865</b>	<b>S</b>	<b>187.00</b>	<b>219.00</b>	<b>43</b>	<b>44</b>
10x6	078425	S	133889	S	196.00	238.00	46	46

**MJ C153 CEMENT LINED****Tyler Union C153 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>SMALL END BELL (SEB) REDUCER (Con't)</b>								
<b>10x8</b>	<b>078449</b>	<b>S</b>	<b>133902</b>	<b>S</b>	<b>208.00</b>	<b>256.00</b>	<b>46</b>	<b>49</b>
12x4	078463	S	133940	S	264.00	296.00	61	62
<b>12x6</b>	<b>078487</b>	<b>S</b>	<b>133964</b>	<b>S</b>	<b>276.00</b>	<b>318.00</b>	<b>58</b>	<b>65</b>
12x8	078500	S	133988	S	259.00	307.00	54	61
<b>12x10</b>	<b>078524</b>	<b>S</b>	<b>133926</b>	<b>S</b>	<b>259.00</b>	<b>323.00</b>	<b>56</b>	<b>61</b>
14x6	078548	S			482.00	524.00	107	
<b>14x8</b>	<b>078562</b>	<b>S</b>			<b>482.00</b>	<b>530.00</b>	<b>107</b>	
14x10	078586	S			423.00	487.00	94	
<b>14x12</b>	<b>078609</b>	<b>S</b>			<b>423.00</b>	<b>495.00</b>	<b>94</b>	
16x6	078623	S	134381	S	626.00	668.00	126	139
<b>16x8</b>	<b>078647</b>	<b>S</b>	<b>134398</b>	<b>S</b>	<b>603.00</b>	<b>651.00</b>	<b>105</b>	<b>134</b>
16x10	078661	S	134343	S	594.00	658.00	105	132
<b>16x12</b>	<b>078685</b>	<b>S</b>	<b>134367</b>	<b>S</b>	<b>558.00</b>	<b>630.00</b>	<b>109</b>	<b>124</b>
16x14	078708	S			567.00	675.00	126	
<b>18x8</b>	<b>078722</b>	<b>S</b>			<b>840.00</b>	<b>888.00</b>	<b>180</b>	
18x10	078746	N			860.00	924.00	180	
<b>18x12</b>	<b>078760</b>	<b>S</b>	<b>134404</b>	<b>S</b>	<b>870.00</b>	<b>942.00</b>	<b>170</b>	<b>139</b>
18x14	078784	N	134411	S	875.00	983.00	181	175
<b>18x16</b>	<b>078807</b>	<b>S</b>			<b>900.00</b>	<b>1031.00</b>	<b>180</b>	
20x10	078821	N	134428	S	1150.00	1214.00	210	230
<b>20x12</b>	<b>078845</b>	<b>S</b>	<b>134435</b>	<b>S</b>	<b>930.00</b>	<b>1002.00</b>	<b>200</b>	<b>186</b>
20x14	078869	N	248958	S	990.00	1098.00	198	198
<b>20x16</b>	<b>078883</b>	<b>S</b>	<b>134442</b>	<b>S</b>	<b>1005.00</b>	<b>1136.00</b>	<b>215</b>	<b>201</b>
20x18	078906	S			1100.00	1289.00	220	
<b>24x12</b>	<b>078920</b>	<b>S</b>	<b>134466</b>	<b>S</b>	<b>1381.00</b>	<b>1453.00</b>	<b>300</b>	<b>275</b>
24x14	078944	N			1625.00	1733.00	325	
<b>24x16</b>	<b>078968</b>	<b>S</b>	<b>134473</b>	<b>S</b>	<b>1465.00</b>	<b>1596.00</b>	<b>319</b>	<b>279</b>
24x18	078982	N			1628.00	1817.00	310	
<b>24x20</b>	<b>079002</b>	<b>N</b>	<b>134480</b>		<b>1418.00</b>	<b>1636.00</b>	<b>305</b>	<b>270</b>
30x16	129684	N	448976	N	3152.00	3283.00	565	573
<b>30x18</b>	<b>129691</b>	<b>N</b>	<b>448990</b>	<b>N</b>	<b>3394.00</b>	<b>3583.00</b>	<b>565</b>	<b>617</b>
30x20	129707	N			3080.00	3298.00	560	
30x24	129738	N			2723.00	3013.00	495	
<b>36x16</b>	<b>120599</b>	<b>N</b>		<b>N</b>	4895.00	5026.00	<b>890</b>	<b>789</b>
36x20	129776	N	449010	N	4730.00	4948.00	874	860
<b>36x24</b>	<b>129790</b>	<b>N</b>			<b>4103.00</b>	<b>4393.00</b>	<b>746</b>	
36x30	129899	N		N	3988.00	4750.00	725	874

**LARGE END BELL (LEB) REDUCER**

4x3	079026	S	133780	S	82.00	114.00	17	18
<b>6x3</b>	<b>079040</b>	<b>S</b>	<b>133797</b>	<b>S</b>	<b>111.00</b>	<b>153.00</b>	<b>19</b>	<b>26</b>
6x4	079064	S	133803	S	128.00	170.00	25	30
<b>8x4</b>	<b>079088</b>	<b>S</b>	<b>133827</b>	<b>S</b>	<b>145.00</b>	<b>193.00</b>	<b>36</b>	<b>34</b>
8x6	079101	S	133841	S	157.00	205.00	37	37
<b>10x4</b>	<b>079125</b>	<b>S</b>	<b>133711</b>	<b>S</b>	<b>196.00</b>	<b>260.00</b>	<b>46</b>	<b>46</b>
10x6	079149	S	133728	S	196.00	260.00	42	46
<b>10x8</b>	<b>079163</b>	<b>S</b>	<b>133735</b>	<b>S</b>	<b>213.00</b>	<b>277.00</b>	<b>47</b>	<b>50</b>
12x4	079187	S	133759	S	319.00	391.00	64	75
<b>12x6</b>	<b>079200</b>	<b>S</b>	<b>133766</b>	<b>S</b>	<b>255.00</b>	<b>327.00</b>	<b>58</b>	<b>60</b>
12x8	079224	S	133773	S	264.00	336.00	55	62
<b>12x10</b>	<b>079248</b>	<b>S</b>	<b>133742</b>	<b>S</b>	<b>272.00</b>	<b>344.00</b>	<b>61</b>	<b>64</b>
14x6	079262	N			504.00	612.00	112	
<b>14x8</b>	<b>079286</b>	<b>N</b>			<b>486.00</b>	<b>594.00</b>	<b>108</b>	
14x10	079309	N			450.00	558.00	100	
<b>14x12</b>	<b>079323</b>	<b>S</b>	<b>451129</b>	<b>N</b>	<b>657.00</b>	<b>765.00</b>	<b>96</b>	<b>146</b>

**MJ C153 CEMENT LINED****LP-5091****Tyler Union C153 Mechanical Joint Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>LARGE END BELL (LEB) REDUCER (Con't)</b>								
16x6	079347	N	134169	\$	711.00	842.00	141	158
<b>16x8</b>	<b>079361</b>	<b>S</b>	<b>134183</b>	<b>\$</b>	<b>711.00</b>	<b>842.00</b>	<b>136</b>	<b>158</b>
16x10	079385	S	134107	\$	680.00	811.00	116	151
<b>16x12</b>	<b>079408</b>	<b>S</b>	<b>134121</b>	<b>\$</b>	<b>756.00</b>	<b>887.00</b>	<b>158</b>	<b>168</b>
16x14	079422	S	134145	\$	801.00	932.00	175	178
<b>18x8</b>	<b>079446</b>	<b>N</b>			<b>975.00</b>	<b>1164.00</b>	<b>195</b>	
18x10	079460	N			925.00	1114.00	185	
<b>18x12</b>	<b>079484</b>	<b>N</b>	<b>134206</b>	<b>\$</b>	<b>875.00</b>	<b>1064.00</b>	<b>183</b>	<b>175</b>
18x14	079507	N	134220	\$	950.00	1139.00	200	190
<b>18x16</b>	<b>079521</b>	<b>N</b>	<b>134244</b>	<b>\$</b>	<b>950.00</b>	<b>1139.00</b>	<b>192</b>	<b>190</b>
20x10	079545	N	134268	\$	1085.00	1303.00	210	217
<b>20x12</b>	<b>079569</b>	<b>N</b>	<b>134282</b>	<b>\$</b>	<b>1055.00</b>	<b>1273.00</b>	<b>214</b>	<b>211</b>
20x14	079583	N		\$	1025.00	1243.00	205	
<b>20x16</b>	<b>079606</b>	<b>N</b>	<b>134299</b>	<b>\$</b>	<b>1045.00</b>	<b>1263.00</b>	<b>238</b>	<b>209</b>
24x12	079644	N	134305	\$	1570.00	1860.00	300	299
<b>24x14</b>	<b>079668</b>	<b>N</b>		<b>\$</b>	<b>1654.00</b>	<b>1944.00</b>	<b>315</b>	
24x16	079682	S	134329	\$	1559.00	1849.00	340	297

**PEXPE REDUCER**

4x3	079743	S	136507	\$	77.00	N/A	15	17
<b>6x3</b>	<b>079767</b>	<b>S</b>	<b>136514</b>	<b>\$</b>	<b>98.00</b>	<b>N/A</b>	<b>20</b>	<b>23</b>
6x4	079781	S	136521	\$	106.00	N/A	22	25
<b>8x4</b>	<b>079804</b>	<b>S</b>	<b>136538</b>	<b>\$</b>	<b>140.00</b>	<b>N/A</b>	<b>33</b>	<b>33</b>
8x6	079828	S	136545	\$	149.00	N/A	30	35
<b>10x6</b>	<b>079866</b>	<b>S</b>	<b>136446</b>	<b>\$</b>	<b>191.00</b>	<b>N/A</b>	<b>46</b>	<b>45</b>
10x8	079880	S	136453	\$	213.00	N/A	47	50
<b>12x4</b>	<b>079903</b>	<b>N</b>	<b>136477</b>	<b>\$</b>	<b>251.00</b>	<b>N/A</b>	<b>60</b>	<b>59</b>
12x6	079927	S	136484	\$	255.00	N/A	54	60
<b>12x8</b>	<b>079941</b>	<b>S</b>	<b>136491</b>	<b>\$</b>	<b>255.00</b>	<b>N/A</b>	<b>54</b>	<b>60</b>
12x10	079965	S	136460	\$	276.00	N/A	55	65
<b>14x12</b>	<b>080046</b>	<b>N</b>		<b>\$</b>	<b>414.00</b>	<b>N/A</b>	<b>92</b>	
16x6	080060	N	244592	\$	599.00	N/A	93	133
<b>16x8</b>	<b>080084</b>	<b>S</b>	<b>244615</b>	<b>\$</b>	<b>599.00</b>	<b>N/A</b>	<b>132</b>	<b>133</b>
16x10	080107	N	244554	\$	581.00	N/A	126	129
<b>16x12</b>	<b>080121</b>	<b>S</b>	<b>244578</b>	<b>\$</b>	<b>567.00</b>	<b>N/A</b>	<b>99</b>	<b>126</b>
16x14	080145	N		\$	599.00	N/A	133	

**ALL MJ CROSS**

3	077022	S	100492	\$	157.00	265.00	31	33
<b>4x3</b>	<b>077046</b>	<b>N</b>	<b>100539</b>	<b>\$</b>	<b>221.00</b>	<b>339.00</b>	<b>40</b>	<b>49</b>
4	077060	S	100515	\$	257.00	385.00	45	57
<b>6x4</b>	<b>077084</b>	<b>S</b>	<b>100577</b>	<b>\$</b>	<b>208.00</b>	<b>356.00</b>	<b>62</b>	<b>49</b>
6	077107	S	100553	\$	349.00	517.00	77	82
<b>8x4</b>	<b>077121</b>	<b>S</b>	<b>100614</b>	<b>\$</b>	<b>421.00</b>	<b>581.00</b>	<b>84</b>	<b>99</b>
8x6	077145	S	100638	\$	306.00	486.00	98	72
<b>8</b>	<b>077169</b>	<b>S</b>	<b>100591</b>	<b>\$</b>	<b>344.00</b>	<b>536.00</b>	<b>112</b>	<b>81</b>
10x4	077183	N	100331	\$	417.00	609.00	98	98
<b>10x6</b>	<b>077206</b>	<b>S</b>	<b>100355</b>	<b>\$</b>	<b>391.00</b>	<b>603.00</b>	<b>110</b>	<b>92</b>
10x8	077220	S	100379	\$	485.00	709.00	135	114
<b>10</b>	<b>077244</b>	<b>S</b>	<b>100317</b>	<b>\$</b>	<b>514.00</b>	<b>770.00</b>	<b>156</b>	<b>121</b>
12x4	077268	N	100430	\$	425.00	633.00	115	100
<b>12x6</b>	<b>077282</b>	<b>S</b>	<b>100454</b>	<b>\$</b>	<b>485.00</b>	<b>713.00</b>	<b>128</b>	<b>114</b>
12x8	077305	S	100478	\$	561.00	801.00	162	132
<b>12x10</b>	<b>077329</b>	<b>S</b>	<b>100416</b>	<b>\$</b>	<b>884.00</b>	<b>1156.00</b>	<b>180</b>	<b>208</b>
12	077343	S	100393	\$	884.00	1172.00	206	208
<b>14x6</b>	<b>077367</b>	<b>N</b>	<b>248941</b>	<b>\$</b>	<b>936.00</b>	<b>1236.00</b>	<b>210</b>	<b>208</b>

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

21

Confidential

McWane-014262

CX 2358-021

**MJ C153 CEMENT LINED****Tyler Union C153 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>ALL MJ CROSS (Con't)</b>								
14x8	077381	N	102236	S	1125.00	1437.00	231	250
<b>14x10</b>	<b>077404</b>	<b>N</b>		<b>S</b>	<b>1148.00</b>	<b>1492.00</b>	<b>255</b>	
14x12	077428	N		S	1211.00	1571.00	269	
<b>14</b>	<b>077442</b>	<b>S</b>	<b>102212</b>	<b>S</b>	<b>1346.00</b>	<b>1778.00</b>	<b>299</b>	<b>299</b>
16x6	077466	S	102960	S	1125.00	1471.00	246	250
<b>16x8</b>	<b>077480</b>	<b>S</b>	<b>102977</b>	<b>S</b>	<b>1301.00</b>	<b>1659.00</b>	<b>261</b>	<b>289</b>
16x10	077503	S	102946	S	1553.00	1943.00	296	345
<b>16x12</b>	<b>077527</b>	<b>S</b>	<b>102953</b>	<b>S</b>	<b>1787.00</b>	<b>2193.00</b>	<b>312</b>	<b>397</b>
16	077565	S	102939	S	2601.00	3125.00	457	578
24			045991	N	4793.00	5953.00		913
<b>30</b>	<b>120605</b>	<b>N</b>	<b>093329</b>	<b>S</b>	<b>10120.00</b>	<b>13168.00</b>	<b>1840</b>	<b>1840</b>
36	120612	N	093350	S	14603.00	18399.00	2655	2655
<b>48x42</b>			<b>459255</b>	<b>N</b>	<b>28800.00</b>	<b>37162.00</b>		<b>4800</b>

**MJxFLANGE DUAL PURPOSE CUTTING-IN SLEEVE (With Dual-Purpose Accessories)**

4	082040	N		S	N/A	203.00	45	
<b>6</b>	<b>082057</b>	<b>S</b>		<b>S</b>	<b>N/A</b>	<b>264.00</b>	<b>62</b>	
8	082064	N		S	N/A	349.00	52	
<b>10</b>	<b>082071</b>	<b>N</b>		<b>S</b>	<b>N/A</b>	<b>434.00</b>	<b>102</b>	
12	082088	N		S	N/A	574.00	135	

**SWIVELxSOLID HYDRANT ADAPTER (With Swivel gland)**

4x13				N	108.00	N/A		24
<b>6x13</b>	<b>084150</b>	<b>S</b>	<b>040392</b>	<b>S</b>	<b>200.00</b>	<b>N/A</b>	<b>52</b>	<b>47</b>
6x18	084174	S	040408	S	247.00	N/A	59	58
<b>6x24</b>	<b>084198</b>	<b>S</b>	<b>040439</b>	<b>S</b>	<b>293.00</b>	<b>N/A</b>	<b>75</b>	<b>69</b>
8x12	365587	S			298.00	N/A	70	

**SWIVELxSWIVEL ADAPTERS (With 2 Swivel Glands)**

6x12	365594	S			196.00	N/A	46	
<b>6x18</b>	<b>365600</b>	<b>S</b>			<b>285.00</b>	<b>N/A</b>	<b>67</b>	
6x24	365617	S			289.00	N/A	68	

**SWIVELxSWIVEL HYDRANT ELL**

6	072782	S	245858	S	310.00	N/A	71	73
---	--------	---	--------	---	--------	-----	----	----

**LP-5091** **ACCESSORY PACKS** **Tyler Union**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	List Price	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------	--------------------	------------------------

**C153 COMPACT**

**MJ COMPACT D.I. ACCESSORY PACK/STANDARD**

3	085157	S	461142	CALL	27.00	5	5
4	085164	S	461166	CALL	32.00	7	7
6	085171	S	461180	CALL	42.00	10	10
8	085188	S	461203	CALL	48.00	11	11
10	085195	S	461067	CALL	64.00	16	16
12	085201	S	461081	CALL	72.00	17	17
14	085218	S	461104	CALL	108.00	26	26
16	085225	S	461128	CALL	131.00	32	32
18	085232	S	461227	CALL	189.00	36	36
20	085249	S	461241	CALL	218.00	44	44
24	085256	S	461265	CALL	290.00	56	56
30	244844	S	088165	S	762.00	224	117
36	245049	S	088172	S	949.00	180	157
42	350330	N	111498	N	1763.00	382	255
48	350347	N	111504	N	2418.00	463	355

**MJ COMPACT ACCESSORY PACK/TRANSITION GASKET**

3	085416	S			28.00	5	
4	085423	S			33.50	7	
6	085430	S			44.50	10	
8	085447	S			53.00	11	
10	085454	S			70.50	16	
12	085461	S			77.00	17	

**MJ COMPACT ACCESSORY PACK/ARMOR TIP GASKET**

4	085683	S			58.00	7	
6	085690	S			77.50	10	
8	085706	S			88.00	11	
10	085713	S			113.50	16	
12	085720	S			124.00	17	

UPCode 670610	Ship Code	Size	List Price	Weight
------------------	--------------	------	---------------	--------

**MJ ACCESSORY PACK LESS GLAND**

391838	S	3	16.00	2.0
391845	S	4	17.00	3.5
391852	S	6	25.00	5.5
391869	S	8	26.50	5.5
391876	S	10	34.50	7.0
391883	S	12	38.00	7.0
391890	S	14	57.50	10.5
391906	S	16	66.00	13.0
	N	18	69.00	12.0
	N	20	78.00	16.0
	N	24	94.50	19.0
	N	30	157.00	39.0
	N	36	183.00	42.0
	N	42	682.00	75.0
	N	48	767.00	80.0

UPCode 670610	Ship Code	Size	List Price	Weight
------------------	--------------	------	---------------	--------

**MJ ACCESSORY VALVE PACK C153**

**WITH 2 ANTI-ROTATION BOLTS & NUTS\*\***

244868	S	4	38.50	8
244882	S	6	50.25	11
244899	S	8	56.25	15
244905	S	10	75.00	19
244929	S	12	83.00	20

**MJ ACCESSORY VALVE PACK C153**

**WITH TRANSITION GASKET**

**WITH 2 ANTI-ROTATION BOLTS & NUTS\*\***

244943	S	4	40.00	8
244967	S	6	52.75	11
244981	S	8	61.25	15
245001	S	10	81.50	19
245025	S	12	88.00	20

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
 BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

23

Confidential

McWane-014264

CX 2358-023

<b>Tyler Union</b>	<b>ACCESSORY PACKS</b>	<b>LP-5091</b>
--------------------	------------------------	----------------

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	List Price	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------	--------------------	------------------------

<b>C110 FULL BODY</b>
-----------------------

<b>MJ FULL BODY COMPLETE ACCESSORY PACK/ STANDARD</b>							
---	--	--	--	--	--	--	--

2	086260	S			22.00	3	
3	086277	S	461135	CALL	31.00	4	4
4	086284	S	461159	CALL	40.00	7	7
6	086291	S	461173	CALL	58.00	11	11
8	086307	S	461197	CALL	78.00	17	17
10	086314	S	461012	CALL	96.00	21	21
12	086321	S	461074	CALL	118.00	31	31
14	086338	N	461098	CALL	161.00	39	39
16	086345	S	461111	CALL	228.00	56	56
18	086352	S	461210	CALL	329.00	59	59
20	086369	S	461234	CALL	428.00	79	79
24	086376	S	461258	CALL	604.00	108	108
30	086383	S	461272	CALL	861.00	128	128
36	369462	N	461296	CALL	1515.00	148	180
42			088189	N	2447.00		389
48			088196	N	2922.00		477

<b>MJ FULL BODY ACCESSORY PACK/TRANSITION GASKET</b>							
--	--	--	--	--	--	--	--

2	085409	S			22.50	5	
3	353553	S			32.00	6	
4	353560	S			41.50	10	
6	353577	S			60.50	15	
8	353584	S			83.00	22	
10	353591	S			102.50	30	
12	353607	S			123.00	36	

<b>MJ FULL BODY ACCESSORY/DUAL-PURPOSE GLAND PACK</b>							
---	--	--	--	--	--	--	--

4	086390	S			54.00	13	
6	086406	S			69.00	17	
8	086413	S			92.00	24	
10	086420	S			113.00	32	

## LP-5091

## GLANDS

## Tyler Union

UPCode 670610	Ship Code	Size	List Price	Weight	UPCode 670610	Ship Code	Size	List Price	Weight
------------------	--------------	------	---------------	--------	------------------	--------------	------	---------------	--------

**MJ COMPACT D.I. GLAND ONLY\***

052746	S	3	11.00	2
052753	S	4	15.00	3
052760	S	6	17.00	4
052777	S	8	21.50	5
052784	S	10	29.50	7
052791	S	12	34.00	10
052807	S	14	50.50	17
052814	S	16	65.00	18
052821	S	18	120.00	24
052838	S	20	140.00	28
052845	S	24	195.50	37
045885	S	◆30	605.00	85
045892	S	◆36	766.00	115
460558	S	◆42	1081.00	180
460565	S	◆48	1651.00	275

◆Non-Domestic

**MJ COMPACT SPLIT REPAIR GLAND\*\***

382805	S	4	13.50	4
382812	S	6	15.50	5
382829	S	8	21.00	6
382836	S	10	29.00	8
382843	S	12	35.00	10

**MJ COMPACT SPLIT SWIVEL GLAND\*\***

108481	S	6	60.00	9
052401	S	8	67.00	12

**MJ FULL BODY GLAND ONLY\***

052999	S	2	10.50	2
053002	S	3	15.00	3
053019	S	4	23.00	6
053026	S	6	33.00	10
053033	S	8	51.50	15
053040	S	10	61.50	18
053057	S	12	80.00	26
053064	N	14	103.50	33
053071	S	16	162.00	50
053088	S	18	260.00	52
053095	S	20	350.00	70
053101	S	24	509.50	97
053118	S	30	704.00	108
369479	S	36	1332.00	118
429913	N	42	1765.00	294
045861	S	◆42	1765.00	294
062851	N	48	2155.00	359
045878	S	◆48	2155.00	359

◆Non Domestic

**MJ SPLIT SWIVEL GLAND ONLY C110\*\***

108474	N	4	59.00	9
371120	S	6	67.00	17
108498	S	8	93.00	13
108511	S	12	176.00	33

**MJ CUTTING-IN SLEEVE GLAND ONLY C110\*\***

053316	S	4	34.00	10
053323	S	6	40.00	13
053330	S	8	59.00	20
053347	S	10	77.00	25
053354	S	12	92.00	30
053361	S	16	236.00	48

**MJ CUTTING-IN SLEEVE GLAND C110\*\*  
W/CUP POINT SET SCREWS**

072102	S	4	92.00	10
072119	S	6	99.00	13
072126	S	8	117.00	20
072133	S	10	136.00	25
072140	S	12	150.00	30

\*ANSI/AWWA C111/A21.11

\*\*Not included in AWWA Standards

## Tyler Union

## GASKETS

LP-5091

UPCode 670610	Ship Code	Size	List Price	Weight	UPCode 670610	Ship Code	Size	List Price	Weight
------------------	--------------	------	---------------	--------	------------------	--------------	------	---------------	--------

**MJ GASKET ONLY\***

053958	S	2	5.50	.1
053965	S	3	5.00	.2
053972	S	4	5.00	.4
053989	S	6	5.50	.6
053996	S	8	7.00	.8
054009	S	10	8.50	.9
054016	S	12	12.00	1.1
054023	S	14	20.00	1.3
054030	S	16	21.00	1.4
054047	S	18	24.00	1.6
054054	S	20	25.50	1.9
054061	S	24	30.50	2.6
054078	S	30	77.00	3.0
054085	S	36	87.00	3.0
045908	S	◆42	157.00	5.0
045915	S	◆48	167.00	6.0

◆Non-Domestic

**TRANSITION GASKET ONLY**

054672	S	2	6.00	.2
054689	S	3	6.00	.4
054696	S	4	6.50	.5
054702	S	6	8.00	.8
054719	S	8	12.00	1.1
054726	S	10	15.00	1.2
054733	S	12	17.00	1.6

**ARMOR TIP GASKET ONLY**

054115	S	4	31.00	.7
054122	S	6	41.00	1.0
054139	S	8	47.00	1.4
054146	S	10	58.00	1.7
054153	S	12	64.00	1.9
054160	N	14	72.00	2.3
054177	S	16	84.00	2.5
054184	N	20	125.00	4.2
054191	S	24	140.00	5.2

**TYTON® GASKETS**

140672	S	4	9.50	.4
140689	S	6	10.50	.6
140696	S	8	15.00	.9
140702	S	10	23.00	1.2
140719	S	12	25.00	1.4
140726	S	14	47.00	2.4
140733	S	16	54.00	1.9
140740	S	18	78.00	3.1
140757	S	20	82.00	3.4
140764	S	24	88.00	3.8

**TYTON® TRANSITION GASKETS**

365280	S	4	35.00	.4
365297	S	6	38.00	.6
365303	S	8	66.00	.9
365310	S	10	81.00	1.2
365327	N	12	110.00	1.4

**MJ GASKET NEOPRENE**

054207	N	3	22.00	.2
054214	S	4	29.00	.4
054221	S	6	31.00	.6
054238	S	8	45.00	.8
054245	N	10	62.00	.9
054252	S	12	78.00	1.1
054269	N	14	102.00	1.3
054276	N	16	111.00	1.4
054283	N	18	124.00	1.6
054290	N	20	143.00	1.9
054306	N	24	169.00	2.6
054313	N	30	188.00	3.0

**MJ GASKET EPDM**

054368	N	3	20.00	.2
054375	S	4	23.00	.4
054382	S	6	27.00	.6
054399	S	8	36.00	.8
054405	S	10	49.00	.9
054412	S	12	59.00	1.1
054429	N	14	95.00	1.3
054436	N	16	98.00	1.4
054443	N	18	113.00	1.6
054450	N	20	114.00	1.9
054467	N	24	136.00	2.6

**MJ GASKET NITRILE (Buna-N)**

054474	N	3	23.00	.2
054481	N	4	30.00	.4
054498	S	6	32.00	.6
054504	S	8	46.50	.8
054511	N	10	63.00	.9
054528	S	12	81.00	1.1
054535	N	14	103.00	1.3
054542	S	16	113.00	1.4
054559	N	18	125.00	1.6
054566	N	20	146.00	1.9
054573	N	24	173.00	2.6
028369	N	36	346.00	3.0

\*ANSI/AWWA C111/A21.11

TYTON® is a registered trademark of U.S. Pipe and Foundry Company

LP-5091

T-BOLTS & NUTS

Tyler Union

**COR-BLUE COATED STANDARD T-BOLTS BAGGED**

UPCode 670610	Bolt Size	Quan./Bag & Color	Wt. Per Bag	List Price Per Bag
112860	5/8 x3	4 (Clear)	2.0	34.00
112877	3/4 x3 1/2	4 (Clear)	3.0	36.00
112884	3/4 x3 1/2	6 (Clear)	5.0	60.00
112907	3/4 x4	4 (Clear)	3.0	40.00
112891	3/4 x4	6 (Clear)	5.0	60.00
112914	3/4 x4 1/2	6 (Clear)	5.0	66.00

**COR-BLUE BOLTS BAGS WITH GASKET & COR-BLUE BOLTS**

UPCode 670610	Ship Code	Size	Bolt/Nut Size	List Price	Weight
112921	S	3	5/8x3	41.00	2.0
112938	S	4	3/4x3 1/2	44.00	3.5
112952	S	6	3/4x3 1/2	64.00	5.5
112969	S	8	3/4x3 1/2	66.00	5.5
112976	S	10	3/4x3 1/2	89.00	7.0
112983	S	12	3/4x3 1/2	92.00	7.0
112990	S	16	3/4x4	148.00	13.0

**COR-BLUE BOLTS BAGS WITH GASKET & COR-BLUE BOLTS (1/2" LONGER)**

UPCode 670610	Ship Code	Size	Bolt/Nut Size	List Price	Weight
113003	S	4	3/4x4	47.00	4.0
113010	S	6	3/4x4	68.00	6.0
113027	S	8	3/4x4	70.00	6.0
113034	S	10	3/4x4	94.00	7.0
113041	S	12	3/4x4	97.00	7.0
113058	S	16	3/4x4	153.00	13.5

**\*BAGGED MJ T-BOLTS & NUTS**

UPCode 670610	Bolt Size	Quan./Bag & Color	Wt. Per Bag	List Price Per Bag
357247	5/8x3	4 (White)	1.8	11.00
357254	3/4x3 1/2	4 (Black)	3.1	12.00
357261	3/4x3 1/2	6 (Black)	4.6	18.00
357278	3/4x4	4 (Red)	3.2	13.00
357285	3/4x4	6 (Red)	4.9	19.50
357292	3/4x4 1/2	4 (Green)	3.5	15.00
357308	3/4x4 1/2	6 (Green)	5.2	22.50
357315	3/4x5	4 (Blue)	3.9	16.00
357322	1x6	4 (Yellow)	8.3	38.00

**LOOSE T-BOLTS & NUTS**

UPCode 670610	Size	Weight Each	Price Each
054771	5/8x3	0.5	2.75
054764	3/4x3 1/2	0.5	3.00
054795	3/4x4	0.5	3.25
054801	3/4x4 1/2	1.0	3.75
054818	3/4x5	1.0	4.00
054825	1x6	1.2	9.50
045922	1 1/4x6 1/2	3.0	28.25
454410	1x7 1/2	2.0	29.00
454427	1 1/4x8 1/2	4.0	32.00

**\*BAGGED STAINLESS STEEL MJ T-BOLTS & NUTS 316 Stainless Steel**

Domestic UPCode 670610	Ship Code	Non-Domestic UPCode 670610	Ship Code	Bolt Size	Quan./Bag & Color	Wt. Per Bag	List Price Per Bag
097778	N	112617	S	5/8x3	4 (Clear)	1.8	88.00
097792	S	112624	S	3/4x3 1/2	4 (Clear)	3.1	112.00
097815	S	112631	S	3/4x3 1/2	6 (Clear)	4.6	168.00
097877	S	112662	S	3/4x4	4 (Clear)	3.2	120.00
097891	S	112679	S	3/4x4	6 (Clear)	4.9	180.00
097839	N	112648	S	3/4x4 1/2	4 (Clear)	3.5	132.00
097853	S	112655	S	3/4x4 1/2	6 (Clear)	5.2	198.00
097914	N	112686	S	3/4x5	4 (Clear)	3.9	140.00
097938	N	112693	S	1x6	4 (Clear)	8.3	244.00

**Boxed Sets of Bagged T-Bolts & Nuts**

Six T-Bolts & Nuts per bag, bulk packed;  
\*\*Four T-Bolts & Nuts per bag, bulk packed  
in wooden boxes or palletized

BOXES					PALLETES (12 BOXES)		
Box UPC#	Bolt Size	Bags per Box	Price per Box	Wt. Lbs.	Subs per Pallet	Price per Pallet	Wt. Lbs.
670610	3/4x3 1/2	30	540.00	142	2160	6480.00	1674
361671	3/4x3 1/2	30	540.00	142	2160	6480.00	1674
362067	3/4x4	30	585.00	151	2160	7020.00	1728
362074	3/4x4 1/2	25	562.50	133	1800	6750.00	1575
113300**	3/4x5	35	560.00	140	1680	6720.00	1680
113317**	1x6	15	570.00	72	720	6840.00	864

**\*BAGGED VALVE MJ T-BOLTS & NUTS (with 2 Anti-Rotation Bolts)**

UPCode 670610	Ship Code	Bolt Size	Quan./Bag & Color	Wt. Per Bag	List Price Per Bag
244769	S	3/4x3 1/2	4 (Orange)	3.2	18.50
244783	S	3/4x3 1/2	6 (Orange)	4.7	27.75
244806	S	3/4x4	4 (Purple)	3.3	18.50
244820	S	3/4x4	6 (Purple)	5.0	27.75

**ANTI-ROTATION T-BOLTS**

UPCode 670610	Ship Code	Size	Price Each	Weight Each
054986	S	3/4x3 1/2	6.00	0.8
054993	S	3/4x4	6.50	0.8
382768	S	3/4x4 1/2	9.00	1.0

**ORDERING INFORMATION FOR T-BOLTS & NUTS**

Fitting Size	Bolt Size	Quantity Required
2	5/8x3	2
3	5/8x3	4
4	3/4x3 1/2	4
6	3/4x4	6
8	3/4x4	6
10	3/4x4	8
12	3/4x4	8
14	3/4x4 1/2	10
16	3/4x4 1/2	12
18	3/4x4 1/2	12
20	3/4x4 1/2	14
24	3/4x5	16
30	1x6	20
36	1x6	24
42	1 1/4x6 1/2	28
48	1 1/4x6 1/2	32

**TAPPING SLEEVES****LP-5091****Tyler Union MJ C153 Tapping Sleeves**

UPCode 670610	Ship Code	Size	List Price	Weight	UPCode 670610	Ship Code	Size	List Price	Weight
------------------	--------------	------	---------------	--------	------------------	--------------	------	---------------	--------

**MJ TAPPING SLV FOR DI PIPE COMPACT**

377122	S	6x4	710.00	111
<b>377139</b>	<b>S</b>	<b>6</b>	<b>710.00</b>	<b>113</b>
377146	S	8x4	878.00	142
<b>377153</b>	<b>S</b>	<b>8x6</b>	<b>878.00</b>	<b>147</b>
377160	S	8	943.00	154
<b>377177</b>	<b>S</b>	<b>10x4</b>	<b>1729.00</b>	<b>194</b>
377184	S	10x6	1729.00	201
<b>377191</b>	<b>S</b>	<b>10x8</b>	<b>1838.00</b>	<b>215</b>
377207	S	10	1871.00	222
<b>377214</b>	<b>S</b>	<b>12x4</b>	<b>1729.00</b>	<b>239</b>
377221	S	12x6	1729.00	240
<b>377238</b>	<b>S</b>	<b>12x8</b>	<b>1838.00</b>	<b>246</b>
377245	S	12x10	2130.00	287
<b>377252</b>	<b>S</b>	<b>12</b>	<b>2190.00</b>	<b>292</b>

**EXTRA PARTS**

<b>SIDE GASKET</b>		$\frac{1}{2}x\frac{1}{2}x\frac{1}{2}$		
085133	S	6	10.00	
<b>085133</b>	<b>S</b>	<b>8</b>	<b>10.00</b>	
085133	S	10	10.00	
<b>085133</b>	<b>S</b>	<b>12</b>	<b>10.00</b>	

**GASKET D.I.**

085058	S	6	47.00	
<b>085065</b>	<b>S</b>	<b>8</b>	<b>65.00</b>	
085072	S	10	128.00	
<b>085089</b>	<b>S</b>	<b>12</b>	<b>149.00</b>	

**GLAND D.I. COMPACT**

052197	N	6	61.00	8
<b>052203</b>	<b>N</b>	<b>8</b>	<b>84.00</b>	<b>19</b>
052210	N	10	140.00	32
<b>052227</b>	<b>N</b>	<b>12</b>	<b>205.00</b>	<b>34</b>

S = From Stock to 2 weeks    N = Non-Stock; Check for availability.

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>90° (1/4) MJ BEND</b>								
2	055143	S			85.00	129.00	13	
3	<b>055167</b>	<b>S</b>	<b>103967</b>	<b>N</b>	<b>166.00</b>	<b>228.00</b>	<b>26</b>	<b>35</b>
4	055181	S	104001	N	248.00	328.00	53	55
6	<b>055204</b>	<b>S</b>	<b>104049</b>	<b>S</b>	<b>370.00</b>	<b>486.00</b>	<b>85</b>	<b>85</b>
8	055228	S	104087	S	531.00	687.00	125	125
10	<b>055242</b>	<b>S</b>	<b>103882</b>	<b>S</b>	<b>808.00</b>	<b>1000.00</b>	<b>190</b>	<b>190</b>
12	055266	S	103929	S	1084.00	1320.00	255	255
14	<b>055280</b>	<b>N</b>	<b>104803</b>	<b>N</b>	<b>1530.00</b>	<b>1852.00</b>	<b>380</b>	<b>340</b>
16	055303	S	104841	N	1935.00	2391.00	490	430
18	<b>055327</b>	<b>S</b>	<b>104889</b>	<b>N</b>	<b>2725.00</b>	<b>3383.00</b>	<b>602</b>	<b>545</b>
20	055341	S	104926	N	3400.00	4256.00	862	680
24	<b>055365</b>	<b>S</b>	<b>104964</b>	<b>N</b>	<b>5360.00</b>	<b>6568.00</b>	<b>1215</b>	<b>1025</b>
30	055389	S	110309	S	10137.00	11859.00	1942	1690
36	<b>365686</b>	<b>S</b>	<b>137931</b>	<b>S</b>	<b>13823.00</b>	<b>16853.00</b>	<b>2629</b>	<b>2475</b>
42			045182	N	20328.00	25222.00		3410
48			<b>045144</b>	<b>N</b>	<b>27570.00</b>	<b>33414.00</b>		<b>4595</b>

**90° (1/4) BASE BEND**

4		N			CALL		65	
6		<b>N</b>			<b>CALL</b>		<b>105</b>	
8		N			CALL		165	
10		<b>N</b>			<b>CALL</b>		<b>235</b>	
12		N			CALL		320	
14		<b>N</b>			<b>CALL</b>		<b>410</b>	
16		N			CALL		505	
18		<b>N</b>			<b>CALL</b>		<b>660</b>	
20		N			CALL		800	
24		<b>N</b>			<b>CALL</b>		<b>1155</b>	

**45° (1/8) MJ BEND**

2	056348	S			85.00	129.00	13	
3	<b>056362</b>	<b>S</b>	<b>103950</b>	<b>N</b>	<b>143.00</b>	<b>205.00</b>	<b>28</b>	<b>30</b>
4	056386	S	103998	N	225.00	305.00	50	50
6	<b>056409</b>	<b>S</b>	<b>104032</b>	<b>N</b>	<b>319.00</b>	<b>435.00</b>	<b>75</b>	<b>75</b>
8	056423	S	104070	N	468.00	624.00	110	110
10	<b>056447</b>	<b>S</b>	<b>103875</b>	<b>S</b>	<b>659.00</b>	<b>851.00</b>	<b>155</b>	<b>155</b>
12	056461	S	103912	S	914.00	1150.00	215	215
14	<b>056485</b>	<b>S</b>	<b>104797</b>	<b>S</b>	<b>1215.00</b>	<b>1537.00</b>	<b>311</b>	<b>270</b>
16	056508	S	104834	N	1638.00	2094.00	380	340
18	<b>056522</b>	<b>S</b>	<b>104872</b>	<b>N</b>	<b>2100.00</b>	<b>2758.00</b>	<b>531</b>	<b>420</b>
20	056546	S	104919	N	2650.00	3506.00	606	530
24	<b>056560</b>	<b>S</b>	<b>104957</b>	<b>S</b>	<b>3701.00</b>	<b>4909.00</b>	<b>865</b>	<b>755</b>
30	056584	S	110293	N	7981.00	9703.00	1447	1380
36	<b>365693</b>	<b>S</b>	<b>137924</b>	<b>N</b>	<b>11968.00</b>	<b>14998.00</b>	<b>2435</b>	<b>2095</b>
42			045199	S	17730.00	22624.00		2955
48			<b>045151</b>	<b>N</b>	<b>24480.00</b>	<b>30324.00</b>		<b>4080</b>

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>22½° (1/16) MJ BEND</b>								
3	057062	S	103943	S	143.00	205.00	30	30
4	<b>057086</b>	<b>S</b>	<b>103981</b>	<b>N</b>	<b>225.00</b>	<b>305.00</b>	<b>50</b>	<b>50</b>
6	057109	S	104025	N	319.00	435.00	71	75
8	<b>057123</b>	<b>S</b>	<b>104063</b>	<b>S</b>	<b>468.00</b>	<b>624.00</b>	<b>110</b>	<b>110</b>
10	057147	S	103868	N	680.00	872.00	160	160
12	<b>057161</b>	<b>S</b>	<b>103905</b>	<b>N</b>	<b>935.00</b>	<b>1171.00</b>	<b>221</b>	<b>220</b>
14	057185	N	104780	N	1238.00	1560.00	300	275
16	<b>057208</b>	<b>S</b>	<b>104827</b>	<b>S</b>	<b>1553.00</b>	<b>2009.00</b>	<b>391</b>	<b>345</b>
18	057222	S	104865	N	2150.00	2808.00	527	430
20	<b>057246</b>	<b>S</b>	<b>104902</b>	<b>N</b>	<b>3025.00</b>	<b>3881.00</b>	<b>605</b>	<b>535</b>
24	057260	S	104940	N	4016.00	5224.00	880	765
30	<b>057284</b>	<b>S</b>	<b>110286</b>	<b>S</b>	<b>7687.00</b>	<b>9409.00</b>	<b>1898</b>	<b>1400</b>
36	365709	S	247555	S	11664.00	14694.00	2372	2135
42			<b>045205</b>	<b>N</b>	<b>18120.00</b>	<b>23014.00</b>		<b>3020</b>
48			045168	N	25020.00	30864.00		4170

**11¼° (1/32) MJ BEND**

3	057727	S	103936	S	147.00	209.00	30	30
4	<b>057741</b>	<b>S</b>	<b>103974</b>	<b>N</b>	<b>225.00</b>	<b>305.00</b>	<b>49</b>	<b>50</b>
6	057765	S	104018	N	319.00	435.00	65	75
8	<b>057789</b>	<b>S</b>	<b>104056</b>	<b>S</b>	<b>468.00</b>	<b>624.00</b>	<b>104</b>	<b>110</b>
10	057802	S	103851	S	680.00	872.00	160	160
12	<b>057826</b>	<b>S</b>	<b>103899</b>	<b>S</b>	<b>935.00</b>	<b>1171.00</b>	<b>221</b>	<b>220</b>
14	057840	N	104773	N	1238.00	1560.00	305	275
16	<b>057864</b>	<b>S</b>	<b>104810</b>	<b>S</b>	<b>1530.00</b>	<b>1986.00</b>	<b>391</b>	<b>345</b>
18	057888	N	104858	N	2150.00	2808.00	525	430
20	<b>057901</b>	<b>S</b>	<b>104896</b>	<b>N</b>	<b>3050.00</b>	<b>3906.00</b>	<b>605</b>	<b>540</b>
24	057925	S	104933	N	4001.00	5209.00	996	770
30	<b>057949</b>	<b>S</b>	<b>107859</b>	<b>S</b>	<b>7736.00</b>	<b>9458.00</b>	<b>1410</b>	<b>1410</b>
36	365716	N	110316	N	11883.00	14913.00	2397	2145
42			<b>045212</b>	<b>N</b>	<b>18210.00</b>	<b>23104.00</b>		<b>3035</b>
48			045175	N	25140.00	30984.00		4190

**90° (1/4) MJxPE BEND**

3	055402	N	244813	S	166.00	197.00	32	35
4	<b>055426</b>	<b>S</b>	<b>244851</b>	<b>S</b>	<b>207.00</b>	<b>247.00</b>	<b>47</b>	<b>50</b>
6	055440	S	244936	N	340.00	398.00	80	80
8	<b>055464</b>	<b>S</b>	<b>244998</b>	<b>S</b>	<b>587.00</b>	<b>665.00</b>	<b>119</b>	<b>120</b>
10	055488	N	244738	N	808.00	904.00	181	190
12	<b>055501</b>	<b>S</b>	<b>244790</b>	<b>N</b>	<b>1084.00</b>	<b>1202.00</b>	<b>252</b>	<b>255</b>
16	055549	N	245445	N	1845.00	2073.00	470	410
18	<b>055563</b>	<b>N</b>	<b>245803</b>	<b>N</b>	<b>2600.00</b>	<b>2929.00</b>	<b>600</b>	<b>520</b>
20	055587	N	245926	N	3250.00	3678.00	775	650
24	<b>055600</b>	<b>N</b>	<b>247364</b>	<b>N</b>	<b>5171.00</b>	<b>5775.00</b>	<b>1301</b>	<b>985</b>
30	055624	N	097143	N	8718.00	9579.00	1920	1585
36	<b>365723</b>	<b>N</b>	<b>097228</b>	<b>N</b>	<b>12705.00</b>	<b>14220.00</b>	<b>2310</b>	<b>2310</b>

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>45° (1/8) MJxPE BEND</b>								
4	056614	S	244837	S	212.00	252.00	45	45
6	<b>056638</b>	<b>S</b>	<b>244912</b>	<b>S</b>	<b>289.00</b>	<b>347.00</b>	<b>70</b>	<b>70</b>
8	056652	S	244974	S	497.00	575.00	111	105
10	<b>056676</b>	<b>N</b>	<b>244714</b>	<b>S</b>	<b>714.00</b>	<b>810.00</b>	<b>167</b>	<b>155</b>
12	056690	S	244776	S	914.00	1032.00	218	215
14		<b>N</b>			<b>1190.00</b>	<b>1351.00</b>	<b>280</b>	
16	<b>056737</b>	<b>N</b>	<b>245421</b>	<b>N</b>	<b>1440.00</b>	<b>1668.00</b>	<b>360</b>	<b>320</b>
18	056751	N	245469	N	1975.00	2304.00	455	395
20	<b>056775</b>	<b>N</b>	<b>245841</b>	<b>N</b>	<b>2500.00</b>	<b>2928.00</b>	<b>664</b>	<b>500</b>
24	056799	N	245988	N	3754.00	4358.00	825	715
30	<b>056812</b>	<b>N</b>	<b>097129</b>	<b>S</b>	<b>7013.00</b>	<b>7874.00</b>	<b>1510</b>	<b>1275</b>
36	365730	N	097204	N	10615.00	12130.00	1930	1930
<b>22 1/2° (1/16) MJxPE BEND</b>								
4		N			CALL		45	
6	<b>057345</b>	<b>N</b>	<b>244875</b>	<b>N</b>	<b>298.00</b>	<b>356.00</b>	<b>66</b>	<b>70</b>
8	057369	N	244950	N	442.00	520.00	109	105
10	<b>057383</b>	<b>N</b>	<b>244691</b>	<b>N</b>	<b>680.00</b>	<b>776.00</b>	<b>163</b>	<b>160</b>
12	057406	N	244752	N	935.00	1053.00	224	220
14		<b>N</b>			<b>1211.00</b>	<b>1372.00</b>	<b>285</b>	
16	057444	N	245407	N	1463.00	1691.00	360	325
18	<b>057468</b>	<b>N</b>	<b>245780</b>	<b>N</b>	<b>2025.00</b>	<b>2354.00</b>	<b>455</b>	<b>405</b>
20	057482	N	245827	N	2525.00	2953.00	575	505
24	<b>057505</b>	<b>N</b>	<b>245964</b>	<b>N</b>	<b>3806.00</b>	<b>4410.00</b>	<b>840</b>	<b>725</b>
30	057529	N	097105	N	7700.00	8561.00	1540	1400
36	<b>365747</b>	<b>N</b>	<b>097181</b>	<b>N</b>	<b>10835.00</b>	<b>12350.00</b>	<b>1970</b>	<b>1970</b>
<b>11 1/4° (1/32) MJxPE BEND</b>								
4		N			CALL		45	
6		<b>N</b>			<b>CALL</b>		<b>70</b>	
8		N			CALL		105	
10		<b>N</b>			<b>CALL</b>		<b>160</b>	
12		N			CALL		220	
14		<b>N</b>			<b>CALL</b>		<b>285</b>	
16		N			CALL		438	
18		<b>N</b>			<b>CALL</b>		<b>455</b>	
20		N			CALL		585	
24	<b>058144</b>	<b>N</b>	<b>245940</b>	<b>N</b>	<b>3833.00</b>	<b>4437.00</b>	<b>972</b>	<b>730</b>
30	365754	N	097082	N	7178.00	8039.00	1305	1305
36	<b>365761</b>	<b>N</b>	<b>097167</b>	<b>N</b>	<b>10890.00</b>	<b>12405.00</b>	<b>2185</b>	<b>1980</b>
<b>90° (1/4) MJxFE BEND</b>								
4	055662	S			230.00	270.00	51	
6	<b>055686</b>	<b>S</b>			<b>319.00</b>	<b>377.00</b>	<b>75</b>	
8	055709	S			500.00	578.00	118	
10	<b>055723</b>	<b>N</b>			<b>714.00</b>	<b>810.00</b>	<b>168</b>	
12	055747	N			1224.00	1342.00	288	
16	<b>055785</b>	<b>N</b>			<b>2093.00</b>	<b>2321.00</b>	<b>465</b>	
18	055808	N			2600.00	2929.00	520	
24	<b>055822</b>	<b>N</b>			<b>6038.00</b>	<b>6466.00</b>	<b>1150</b>	

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>45° (1/8) MJxFE BEND</b>								
4	056874	N			189.00	229.00	42	
6	<b>056898</b>	<b>S</b>			<b>299.00</b>	<b>357.00</b>	<b>69</b>	
8	056911	S			455.00	533.00	107	
10	<b>056935</b>	<b>N</b>			<b>714.00</b>	<b>810.00</b>	<b>168</b>	
12	056959	S			914.00	1032.00	215	
16	<b>056973</b>	<b>N</b>			<b>1620.00</b>	<b>1848.00</b>	<b>360</b>	
18	056997	N			2150.00	2479.00	430	
20	<b>057017</b>	<b>N</b>			<b>3072.00</b>	<b>3500.00</b>	<b>614</b>	
24	057031	N			4583.00	5187.00	873	

**22½° (1/16) MJxFE BEND**

6	057581	N			255.00	313.00	60	
8	<b>057604</b>	<b>N</b>			<b>455.00</b>	<b>533.00</b>	<b>107</b>	
10	057628	N			659.00	755.00	155	
12	<b>057642</b>	<b>N</b>			<b>1046.00</b>	<b>1164.00</b>	<b>215</b>	
16	333142	N			1418.00	1646.00	315	
18	<b>057666</b>	<b>N</b>			<b>2110.00</b>	<b>2439.00</b>	<b>422</b>	
24	057703	N			4253.00	4857.00	810	

**11¼° (1/32) MJxFE BEND**

6	058182	N			302.00	360.00	71	
8	<b>058205</b>	<b>N</b>			<b>446.00</b>	<b>524.00</b>	<b>105</b>	
12	058243	N			914.00	1032.00	215	
16	<b>058267</b>	<b>N</b>			<b>1652.00</b>	<b>1880.00</b>	<b>360</b>	
18	058281	N			1950.00	2279.00	390	
24	<b>058328</b>	<b>N</b>			<b>4253.00</b>	<b>4857.00</b>	<b>810</b>	

**MJ TEE**

2	058342	S			143.00	209.00	22	
3x2	<b>058366</b>	<b>S</b>	<b>451747</b>	<b>S</b>	<b>214.00</b>	<b>298.00</b>	<b>45</b>	<b>45</b>
3	058380	S	104551	N	261.00	354.00	55	55
4x2	<b>058403</b>	<b>S</b>			<b>279.00</b>	<b>381.00</b>	<b>62</b>	
4x3	058427	S	104575	N	338.00	449.00	77	75
4	<b>058441</b>	<b>S</b>	<b>104568</b>	<b>N</b>	<b>360.00</b>	<b>480.00</b>	<b>78</b>	<b>80</b>
4x4x6	061243	S			504.00	642.00	115	
6x2	<b>058465</b>	<b>S</b>			<b>485.00</b>	<b>623.00</b>	<b>78</b>	
6x3	058489	N	104599	N	468.00	615.00	106	110
6x4	<b>058502</b>	<b>S</b>	<b>104605</b>	<b>N</b>	<b>489.00</b>	<b>645.00</b>	<b>110</b>	<b>115</b>
6	058526	S	104582	S	531.00	705.00	119	125
6x6x8	<b>061267</b>	<b>S</b>			<b>672.00</b>	<b>866.00</b>	<b>185</b>	
8x3	058540	N			659.00	846.00	155	
8x4	<b>058564</b>	<b>S</b>	<b>104629</b>	<b>S</b>	<b>701.00</b>	<b>851.00</b>	<b>165</b>	<b>165</b>
8x6	058588	S	104643	S	744.00	958.00	175	175
8	<b>058601</b>	<b>S</b>	<b>104612</b>	<b>S</b>	<b>786.00</b>	<b>1020.00</b>	<b>185</b>	<b>185</b>
10x4		<b>N</b>			<b>999.00</b>	<b>1231.00</b>	<b>235</b>	
10x6	058649	S	104483	S	1063.00	1295.00	258	250
10x8	<b>058663</b>	<b>S</b>	<b>104490</b>	<b>N</b>	<b>1118.00</b>	<b>1388.00</b>	<b>260</b>	<b>260</b>
10	058687	S	104476	S	1318.00	1606.00	310	310
12x4	<b>058700</b>	<b>S</b>	<b>104520</b>	<b>S</b>	<b>1339.00</b>	<b>1615.00</b>	<b>318</b>	<b>315</b>
12x6	058724	S	104537	S	1381.00	1675.00	325	325
12x8	<b>058748</b>	<b>S</b>	<b>104544</b>	<b>S</b>	<b>1445.00</b>	<b>2245.00</b>	<b>335</b>	<b>340</b>
12x10	058762	N	104513	S	1658.00	1990.00	392	396

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ TEE (Cont')</b>								
<b>12</b>	<b>058786</b>	<b>S</b>	<b>104506</b>	<b>S</b>	<b>1743.00</b>	<b>2097.00</b>	<b>410</b>	<b>410</b>
14x4		N			CALL		470	
<b>14x6</b>		<b>N</b>			<b>CALL</b>		<b>485</b>	
14x8		N			CALL		500	
<b>14x10</b>		<b>N</b>			<b>CALL</b>		<b>515</b>	
14x12		N			CALL		540	
<b>14</b>		<b>N</b>			<b>CALL</b>		<b>585</b>	
16x4	058922	N			2700.00	3196.00	600	
<b>16x6</b>	<b>058946</b>	<b>S</b>	<b>105381</b>	<b>N</b>	<b>2430.00</b>	<b>2944.00</b>	<b>615</b>	<b>540</b>
16x8	058960	N	105398	N	2475.00	3009.00	625	550
<b>16x10</b>	<b>058984</b>	<b>N</b>	<b>105367</b>	<b>N</b>	<b>2565.00</b>	<b>3117.00</b>	<b>645</b>	<b>570</b>
16x12	059004	S	105374	N	2655.00	3229.00	715	590
<b>16x14</b>		<b>N</b>			<b>CALL</b>		<b>710</b>	
16	059042	S	105350	N	2925.00	3609.00	740	650
<b>18x6</b>	<b>059066</b>	<b>N</b>	<b>105428</b>	<b>N</b>	<b>2950.00</b>	<b>3666.00</b>	<b>670</b>	<b>590</b>
18x8	059080	N	105435	N	3025.00	3761.00	674	605
18x10		N			CALL		700	
<b>18x12</b>	<b>059127</b>	<b>N</b>	<b>105411</b>	<b>N</b>	<b>3200.00</b>	<b>3976.00</b>	<b>715</b>	<b>640</b>
18x14		N			CALL		865	
<b>18x16</b>		<b>N</b>			<b>CALL</b>		<b>996</b>	
18	059165	N	105404	N	4100.00	5087.00	945	820
<b>20x6</b>	<b>059189</b>	<b>S</b>	<b>106623</b>	<b>N</b>	<b>3360.00</b>	<b>4274.00</b>	<b>830</b>	<b>725</b>
20x8	059202	S	106630	N	3360.00	4294.00	845	735
<b>20x10</b>		<b>N</b>			<b>CALL</b>		<b>860</b>	
20x12	059240	S	105459	N	3869.00	4843.00	875	910
20x16	059288	N	106616	N	4725.00	5809.00	1095	945
20	059301	S	105442	N	5320.00	6604.00	1258	1020
<b>24x6</b>	<b>059325</b>	<b>S</b>	<b>106708</b>	<b>N</b>	<b>4961.00</b>	<b>6227.00</b>	<b>1233</b>	<b>985</b>
24x8	059349	S	106715	N	5250.00	6536.00	1234	1000
<b>24x10</b>		<b>N</b>			<b>CALL</b>		<b>1170</b>	
24x12	059387	S	106654	N	5408.00	6734.00	1185	1030
<b>24x14</b>	<b>059400</b>	<b>N</b>	<b>106661</b>	<b>N</b>	<b>5539.00</b>	<b>6908.00</b>	<b>1220</b>	<b>1055</b>
24x16	059424	N	106678	N	5644.00	7080.00	1245	1075
<b>24x18</b>	<b>059448</b>	<b>N</b>	<b>106685</b>	<b>N</b>	<b>7350.00</b>	<b>8887.00</b>	<b>1660</b>	<b>1400</b>
24x20	059462	N	106692	N	7613.00	9249.00	1720	1450
<b>24</b>	<b>059486</b>	<b>N</b>	<b>106647</b>	<b>N</b>	<b>9529.00</b>	<b>11341.00</b>	<b>1947</b>	<b>1535</b>
30x6	059509	N	138136	S	9323.00	11103.00	2050	1730
<b>30x8</b>	<b>059523</b>	<b>N</b>	<b>138143</b>	<b>S</b>	<b>9416.00</b>	<b>11216.00</b>	<b>2060</b>	<b>1745</b>
30x10	059547	N	138075	N	10065.00	11883.00	2075	1830
<b>30x12</b>	<b>059561</b>	<b>N</b>	<b>138082</b>	<b>S</b>	<b>9592.00</b>	<b>11432.00</b>	<b>2090</b>	<b>1865</b>
<b>30x16</b>	<b>059585</b>	<b>N</b>	<b>138099</b>	<b>N</b>	<b>10010.00</b>	<b>11960.00</b>	<b>2145</b>	<b>1820</b>
30x18	059608	N	138105	N	10148.00	12199.00	2170	1845
<b>30x20</b>	<b>059622</b>	<b>N</b>	<b>138112</b>	<b>S</b>	<b>9587.00</b>	<b>11737.00</b>	<b>2205</b>	<b>1875</b>
30x24	059646	N	138129	N	13200.00	15526.00	2880	2400
<b>30</b>	<b>059660</b>	<b>S</b>	<b>138068</b>	<b>S</b>	<b>14273.00</b>	<b>16856.00</b>	<b>2275</b>	<b>2595</b>
36x6	365778	N	034346	S	13701.00	16789.00	3684	2520
<b>36x8</b>	<b>365785</b>	<b>N</b>	<b>138259</b>	<b>S</b>	<b>13701.00</b>	<b>16809.00</b>	<b>2816</b>	<b>2520</b>
36x10	365792	N	138167	N	14355.00	17481.00	2535	2535
<b>36x12</b>	<b>365808</b>	<b>N</b>	<b>138174</b>	<b>S</b>	<b>13833.00</b>	<b>16981.00</b>	<b>2550</b>	<b>2550</b>

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ TEE (Con't)</b>								
36x14	365815	N	138181	N	14135.00	17326.00	2570	2570
<b>36x16</b>	<b>365822</b>	<b>S</b>	<b>138198</b>	<b>S</b>	<b>14065.00</b>	<b>17323.00</b>	<b>2585</b>	<b>2585</b>
36x18	365839	N	138211	N	14355.00	17714.00	2610	2610
<b>36x20</b>	<b>365846</b>	<b>N</b>	<b>138228</b>	<b>N</b>	<b>14493.00</b>	<b>17951.00</b>	<b>2635</b>	<b>2635</b>
36x24	365853	N	138235	N	14795.00	18429.00	2792	2690
<b>36x30</b>	<b>365860</b>	<b>N</b>	<b>138242</b>	<b>N</b>	<b>19498.00</b>	<b>23389.00</b>	<b>3545</b>	<b>3545</b>
36	365877	S	138150	N	19473.00	24018.00	3450	3745
<b>42x16</b>			<b>454809</b>	<b>N</b>	<b>21570.00</b>	<b>26692.00</b>		<b>3595</b>
<b>42x24</b>			<b>045304</b>	<b>N</b>	<b>22140.00</b>	<b>27638.00</b>		<b>3690</b>
42x30			045298	N	27900.00	33655.00		4650
<b>42x36</b>			<b>045281</b>	<b>N</b>	<b>36450.00</b>	<b>42859.00</b>		<b>4880</b>
42			045274	N	37920.00	45261.00		6320
<b>48x24</b>			<b>045267</b>	<b>N</b>	<b>29970.00</b>	<b>36418.00</b>		<b>4995</b>
48x30			045250	N	30840.00	37545.00		5140
<b>48x36</b>			<b>045243</b>	<b>N</b>	<b>37680.00</b>	<b>45039.00</b>		<b>6280</b>
48x42			045236	N	48780.00	57071.00		8130
<b>48</b>			<b>045229</b>	<b>N</b>	<b>50520.00</b>	<b>59286.00</b>		<b>8420</b>

**MJxPExMJ TEE**

4	059684	N			338.00	418.00	75	
<b>6x4</b>		<b>N</b>			<b>CALL</b>		<b>110</b>	
<b>6</b>	<b>059721</b>	<b>N</b>			<b>510.00</b>	<b>626.00</b>	<b>120</b>	
8x4		N			CALL		160	
<b>8x6</b>	<b>059783</b>	<b>S</b>			<b>423.00</b>	<b>559.00</b>	<b>170</b>	
8	059806	S	451112	N	748.00	904.00	180	176
<b>10x4</b>		<b>N</b>			<b>CALL</b>		<b>235</b>	
10x6		N			CALL		250	
<b>10x8</b>		<b>N</b>			<b>CALL</b>		<b>260</b>	
10	059844	N			1342.00	1534.00	316	
<b>12x4</b>	<b>059868</b>	<b>N</b>			<b>1339.00</b>	<b>1497.00</b>	<b>315</b>	
12x6	059882	N			1381.00	1557.00	325	
<b>12x8</b>	<b>059905</b>	<b>N</b>			<b>1445.00</b>	<b>1641.00</b>	<b>340</b>	
12x10	059929	N			1658.00	1872.00	390	
<b>12</b>	<b>059943</b>	<b>N</b>			<b>1743.00</b>	<b>1979.00</b>	<b>410</b>	
14x4		N			CALL		455	
<b>14x6</b>		<b>N</b>			<b>CALL</b>		<b>470</b>	
14x8		N			CALL		480	
<b>14x10</b>		<b>N</b>			<b>CALL</b>		<b>500</b>	
14x12		N			CALL		525	
<b>14</b>		<b>N</b>			<b>CALL</b>		<b>599</b>	
16x4		N			CALL		580	
<b>16x8</b>		<b>N</b>			<b>CALL</b>		<b>605</b>	
16x10		N			CALL		625	
<b>16x12</b>		<b>N</b>			<b>CALL</b>		<b>640</b>	
16x14		N			CALL		690	
<b>16</b>		<b>N</b>			<b>CALL</b>		<b>720</b>	
<b>18x6</b>		<b>N</b>			<b>CALL</b>		<b>645</b>	
18x8		N			CALL		655	
18x10		N			CALL		670	
<b>18x12</b>		<b>N</b>			<b>CALL</b>		<b>685</b>	
18x14		N			CALL		840	

S = From Stock to 2 weeks    N = Non-Stock; Check for availability.

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJxPExMJ TEE (Con't)</b>								
<b>18x16</b>		<b>N</b>			<b>CALL</b>		<b>880</b>	
18		N			CALL		900	
<b>20x6</b>		<b>N</b>			<b>CALL</b>		<b>800</b>	
20x8		N			CALL		845	
<b>20x10</b>		<b>N</b>			<b>CALL</b>		<b>825</b>	
20x12		N			CALL		870	
<b>20x14</b>		<b>N</b>			<b>CALL</b>		<b>875</b>	
20x16		N			CALL		1060	
<b>20x18</b>		<b>N</b>			<b>CALL</b>		<b>1110</b>	
20		N			CALL		1155	
<b>24x6</b>		<b>N</b>			<b>CALL</b>		<b>1105</b>	
24x8		N			CALL		1115	
24x10		N			CALL		1130	
<b>24x12</b>		<b>N</b>			<b>CALL</b>		<b>1145</b>	
24x14		N			CALL		1180	
<b>24x16</b>		<b>N</b>			<b>CALL</b>		<b>1200</b>	
24x18		N			CALL		1615	
<b>24x20</b>		<b>N</b>			<b>CALL</b>		<b>1680</b>	
24		N			CALL		1733	
<b>30x6</b>		<b>N</b>			<b>CALL</b>		<b>1615</b>	
30x8		N			CALL		1630	
<b>30x10</b>		<b>N</b>			<b>CALL</b>		<b>1645</b>	
30x12		N			CALL		1665	
<b>30x14</b>		<b>N</b>			<b>CALL</b>		<b>1685</b>	
30x16		N			CALL		1705	
<b>30x18</b>		<b>N</b>			<b>CALL</b>		<b>1730</b>	
30x20		N			CALL		1760	
<b>30x24</b>		<b>N</b>			<b>CALL</b>		<b>2280</b>	
30		N			CALL		2600	

**MJxFE TEE**

4x2	060109	N			219.00	281.00	49	
<b>4x3</b>	<b>451150</b>	<b>N</b>			<b>315.00</b>	<b>395.00</b>	<b>49</b>	
<b>4</b>	<b>060123</b>	<b>N</b>	<b>245179</b>	<b>S</b>	<b>401.00</b>	<b>481.00</b>	<b>76</b>	<b>89</b>
6x4	060185	N	245209	N	485.00	601.00	109	129
<b>6</b>	<b>060208</b>	<b>S</b>	<b>245193</b>	<b>S</b>	<b>514.00</b>	<b>630.00</b>	<b>115</b>	<b>140</b>
8x4	060246	N	245230	N	744.00	900.00	150	159
<b>8x6</b>	<b>060260</b>	<b>S</b>	<b>245384</b>	<b>S</b>	<b>744.00</b>	<b>900.00</b>	<b>160</b>	<b>195</b>
8	060284	S	245216	S	769.00	925.00	194	175
<b>10x4</b>	<b>060307</b>	<b>N</b>	<b>245032</b>	<b>N</b>	<b>973.00</b>	<b>1165.00</b>	<b>229</b>	<b>229</b>
10x6	060321	N	245056	N	944.00	1136.00	264	222
<b>10x8</b>	<b>060345</b>	<b>N</b>	<b>245070</b>	<b>N</b>	<b>1063.00</b>	<b>1255.00</b>	<b>245</b>	<b>250</b>
10		N			CALL		300	
12x4	060369	N	245117	N	1313.00	1549.00	323	309
<b>12x6</b>	<b>060383</b>	<b>S</b>	<b>245131</b>	<b>S</b>	<b>1488.00</b>	<b>1724.00</b>	<b>315</b>	<b>336</b>
12x8	060406	S	245155	N	1403.00	1639.00	372	330
<b>12x10</b>		<b>N</b>			<b>CALL</b>		<b>385</b>	
<b>12</b>	<b>060444</b>	<b>N</b>	<b>245094</b>	<b>N</b>	<b>1700.00</b>	<b>1936.00</b>	<b>405</b>	<b>400</b>
16x4	060543	N	096825	N	2561.00	3017.00	590	575
<b>16x6</b>	<b>060567</b>	<b>S</b>	<b>096849</b>	<b>N</b>	<b>2088.00</b>	<b>2544.00</b>	<b>605</b>	<b>605</b>
16x8	060581	N	096863	N	2768.00	3224.00	615	615
<b>16x12</b>	<b>060604</b>	<b>N</b>	<b>096801</b>	<b>N</b>	<b>2925.00</b>	<b>3381.00</b>	<b>651</b>	<b>650</b>
16	060642	N	096788	N	3285.00	3741.00	730	730

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

35

Confidential

McWane-014276

CX 2358-035

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJxFE TEE (Con't)</b>								
<b>18x6</b>	<b>060666</b>	<b>N</b>	<b>096924</b>	<b>N</b>	<b>3325.00</b>	<b>3983.00</b>	<b>707</b>	<b>665</b>
18x8	060680	N	096948	N	3375.00	4033.00	675	675
<b>18x12</b>	<b>060703</b>	<b>S</b>	<b>096900</b>	<b>N</b>	<b>3525.00</b>	<b>4183.00</b>	<b>705</b>	<b>705</b>
18	060741	N	096887	N	4575.00	5233.00	875	915
<b>20x8</b>	<b>060789</b>	<b>N</b>	<b>096986</b>	<b>N</b>	<b>4175.00</b>	<b>5031.00</b>	<b>835</b>	<b>835</b>
20	060840	N	096962	N	5825.00	6681.00	1165	1165
<b>24x6</b>	<b>060864</b>	<b>N</b>	<b>097044</b>	<b>N</b>	<b>5906.00</b>	<b>7114.00</b>	<b>1125</b>	<b>1125</b>
24x8	060888	S	097068	N	5985.00	7193.00	1242	1140
<b>24x12</b>	<b>333203</b>	<b>N</b>	<b>097020</b>	<b>N</b>	<b>6116.00</b>	<b>7324.00</b>	<b>1165</b>	<b>1165</b>
24	060901	N	097006	N	6946.00	8154.00	1795	1795
<b>30</b>	<b>060963</b>	<b>N</b>			<b>16940.00</b>	<b>18662.00</b>	<b>3080</b>	
36x6	365884	N	097242	S	12936.00	15966.00	2430	2430
<b>36x12</b>	<b>365891</b>	<b>N</b>			<b>14025.00</b>	<b>17055.00</b>	<b>2550</b>	
36x16	365907	N			13475.00	16505.00	2450	
<b>36x24</b>	<b>365914</b>	<b>N</b>			<b>14630.00</b>	<b>17660.00</b>	<b>2660</b>	

**MJxSWIVEL TEE\*\* (with Swivel Gland)**

6	107927	S			638.00	754.00	141	
<b>8x6</b>	<b>107941</b>	<b>S</b>			<b>846.00</b>	<b>1002.00</b>	<b>191</b>	
8	107965	N			893.00	1049.00	210	
<b>10x6</b>	<b>107989</b>	<b>S</b>	<b>034278</b>	<b>S</b>	<b>1254.00</b>	<b>1446.00</b>	<b>267</b>	<b>295</b>
<b>12x6</b>	<b>108023</b>	<b>S</b>			<b>1469.00</b>	<b>1705.00</b>	<b>346</b>	
12x8		N			CALL		360	
14x6		N			CALL		504	
<b>16x6</b>	<b>108061</b>	<b>N</b>	<b>034360</b>	<b>N</b>	<b>2498.00</b>	<b>2954.00</b>	<b>629</b>	<b>555</b>
16x8	108085	N			2921.00	3377.00	649	
<b>18x6</b>		<b>N</b>			<b>CALL</b>		<b>754</b>	
20x6		N			CALL		829	
<b>24x6</b>		<b>N</b>			<b>CALL</b>		<b>1134</b>	
30x6	108160	N			11385.00	13107.00	2070	
<b>36x6</b>		<b>N</b>	<b>112433</b>	<b>N</b>	<b>13860.00</b>	<b>16890.00</b>		<b>2520</b>

**MJ BASE TEE**

4		N			CALL		90	
<b>6</b>		<b>N</b>			<b>CALL</b>		<b>140</b>	
8		N			CALL		215	
<b>10</b>		<b>N</b>			<b>CALL</b>		<b>340</b>	
12		N			CALL		455	
<b>14</b>		<b>N</b>			<b>CALL</b>		<b>635</b>	
16		N			CALL		790	
<b>18</b>		<b>N</b>			<b>CALL</b>		<b>895</b>	
20		N			CALL		1095	
<b>24</b>		<b>N</b>			<b>CALL</b>		<b>1615</b>	
30		N			CALL		2715	

**SWIVELxSWIVEL HYDRANT ELL (With Two Swivel Glands)**

6	107880	S			448.00	N/A	106	
<b>8</b>	<b>107903</b>	<b>N</b>			<b>664.00</b>	<b>N/A</b>	<b>156</b>	

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>SWIVELxSOLID HYDRANT ADAPTER (With Swivel Gland)</b>								
4x13	108269	S			171.00	N/A	38	
<b>6x12</b>	<b>108306</b>	<b>S</b>			<b>310.00</b>	<b>N/A</b>	<b>73</b>	
6x18	108368	S			388.00	N/A	91	
<b>6x24</b>	<b>108382</b>	<b>S</b>			<b>447.00</b>	<b>N/A</b>	<b>105</b>	
6x36	108405	S			661.00	N/A	125	
<b>8x13</b>	<b>108429</b>	<b>S</b>			<b>534.00</b>	<b>N/A</b>	<b>126</b>	
12x13	108467	S			706.00	N/A	220	

**MJ CROSS**

<b>6</b>	<b>062905</b>	<b>N</b>	<b>104155</b>	<b>S</b>	<b>680.00</b>	<b>912.00</b>	<b>160</b>	<b>160</b>
8x4	062929	N	104179	N	786.00	1022.00	185	185
8x6	062943	N	104186	S	871.00	1143.00	205	205
<b>8</b>	<b>062967</b>	<b>S</b>	<b>104162</b>	<b>N</b>	<b>999.00</b>	<b>1311.00</b>	<b>255</b>	<b>235</b>
<b>10x4</b>		<b>N</b>			<b>CALL</b>		<b>260</b>	
10x6	377993	N	104100	N	1211.00	1519.00	285	285
<b>10x8</b>	<b>063001</b>	<b>N</b>	<b>104117</b>	<b>N</b>	<b>1318.00</b>	<b>1666.00</b>	<b>316</b>	<b>310</b>
10	063025	N	104094	N	1615.00	1999.00	380	380
<b>12x4</b>		<b>N</b>			<b>CALL</b>		<b>340</b>	
12x6	063049	N	104131	N	1530.00	1882.00	361	360
<b>12x8</b>	<b>063063</b>	<b>N</b>	<b>104148</b>	<b>S</b>	<b>1636.00</b>	<b>2028.00</b>	<b>371</b>	<b>385</b>
12x10		N			CALL		460	
<b>12</b>	<b>063087</b>	<b>N</b>	<b>104124</b>	<b>S</b>	<b>2104.00</b>	<b>2576.00</b>	<b>486</b>	<b>495</b>
14x4		N			CALL		500	
<b>14x6</b>		<b>N</b>			<b>CALL</b>		<b>525</b>	
14x8	063148	N	104988	N	2025.00	2503.00	525	450
<b>14x10</b>		<b>N</b>			<b>CALL</b>		<b>668</b>	
14x12		N			CALL		630	
<b>14</b>	<b>378006</b>	<b>N</b>	<b>104971</b>	<b>N</b>	<b>2858.00</b>	<b>3502.00</b>	<b>779</b>	<b>635</b>
16x4		N			CALL		630	
<b>16x6</b>	<b>063162</b>	<b>N</b>	<b>105008</b>	<b>N</b>	<b>2588.00</b>	<b>3160.00</b>	<b>650</b>	<b>575</b>
16x8	063186	N	105015	N	2723.00	3335.00	675	605
<b>16x12</b>		<b>N</b>			<b>CALL</b>		<b>856</b>	
16x14		N			CALL		830	
<b>16</b>	<b>063247</b>	<b>N</b>	<b>104995</b>	<b>N</b>	<b>3555.00</b>	<b>4467.00</b>	<b>895</b>	<b>790</b>
18x6		N			CALL		705	
<b>18x8</b>	<b>063285</b>	<b>S</b>	<b>105053</b>	<b>N</b>	<b>3275.00</b>	<b>4089.00</b>	<b>730</b>	<b>655</b>
18x10	063308	N	105039	N	3425.00	4275.00	760	685
<b>18x12</b>	<b>063322</b>	<b>N</b>	<b>105046</b>	<b>N</b>	<b>3625.00</b>	<b>4519.00</b>	<b>790</b>	<b>725</b>
18x14		N			CALL		990	
<b>18x16</b>		<b>N</b>			<b>CALL</b>		<b>1060</b>	
18	063346	N	105022	N	4975.00	6291.00	1130	995
<b>20x6</b>		<b>N</b>			<b>CALL</b>		<b>865</b>	
20x8	063360	S	105091	N	3840.00	4852.00	890	790
<b>20x10</b>		<b>N</b>			<b>CALL</b>		<b>920</b>	
20x12	063407	S	105077	N	4190.00	5282.00	955	860
<b>20x14</b>		<b>N</b>			<b>CALL</b>		<b>1025</b>	
20x16	063445	N	105084	N	5425.00	6737.00	1245	1085
<b>20x18</b>		<b>N</b>			<b>CALL</b>		<b>1330</b>	
20	063483	S	105060	N	6040.00	7752.00	1448	1230
<b>24x6</b>		<b>N</b>			<b>CALL</b>		<b>1180</b>	
24x8	063506	S	105145	N	5371.00	6735.00	1045	1045

S = From Stock to 2 weeks N = Non-Stock; Check for availability.

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ CROSS (Cont')</b>								
<b>24x10</b>		<b>N</b>			<b>CALL</b>		<b>1230</b>	
24x12	063520	S	105114	N	5828.00	7272.00	1326	1110
<b>24x14</b>		<b>N</b>			<b>CALL</b>		<b>1325</b>	
24x16	063568	N	105121	S	6300.00	7964.00	1375	1200
<b>24x18</b>		<b>N</b>			<b>CALL</b>		<b>1865</b>	
24x20	063582	N	105138	N	8794.00	10858.00	1965	1675
<b>24</b>	<b>063605</b>	<b>N</b>	<b>105107</b>	<b>S</b>	<b>9508.00</b>	<b>11924.00</b>	<b>2155</b>	<b>1835</b>
30x6	063629	N	137979	N	9735.00	11573.00	2085	1770
<b>30x12</b>	<b>039389</b>	<b>N</b>	<b>137955</b>	<b>N</b>	<b>10258.00</b>	<b>12216.00</b>	<b>2165</b>	<b>1865</b>
30x24	063643	N	137962	N	14713.00	17643.00	3180	2675
<b>30</b>	<b>063667</b>	<b>N</b>	<b>137948</b>	<b>N</b>	<b>16913.00</b>	<b>20357.00</b>	<b>3640</b>	<b>3075</b>
36x12			112440	N	14465.00	17731.00		2630
<b>36</b>	<b>365921</b>	<b>N</b>	<b>137986</b>	<b>N</b>	<b>24035.00</b>	<b>30095.00</b>	<b>4370</b>	<b>4370</b>
48x36			112457	N	40740.00	49614.00		6790

**MJxFE CROSS**

6	063704	N			598.00	714.00	141	
<b>8x6</b>	<b>063728</b>	<b>S</b>			<b>772.00</b>	<b>928.00</b>	<b>182</b>	
8	063742	S			1044.00	1200.00	245	
<b>10</b>	<b>063766</b>	<b>N</b>			<b>1530.00</b>	<b>1722.00</b>	<b>360</b>	
12x6	063780	N			1558.00	1794.00	367	
<b>12x8</b>	<b>063803</b>	<b>S</b>			<b>1584.00</b>	<b>1820.00</b>	<b>373</b>	
12	063827	S			2022.00	2258.00	476	
<b>16x8</b>	<b>063841</b>	<b>N</b>			<b>2948.00</b>	<b>3404.00</b>	<b>655</b>	
16	063865	N			3938.00	4394.00	875	

**MJxPE CROSS**

4				<b>N</b>	<b>CALL</b>		<b>105</b>	
6x4				N	CALL		140	
<b>6</b>				<b>N</b>	<b>CALL</b>		<b>160</b>	
8x4				N	CALL		185	
<b>8x6</b>				<b>N</b>	<b>CALL</b>		<b>205</b>	
8				N	CALL		235	
<b>10x4</b>				<b>N</b>	<b>CALL</b>		<b>260</b>	
10x6				N	CALL		285	
<b>10x8</b>				<b>N</b>	<b>CALL</b>		<b>310</b>	
10				N	CALL		380	
<b>12x4</b>				<b>N</b>	<b>CALL</b>		<b>340</b>	
12x6				N	CALL		360	
<b>12x8</b>				<b>N</b>	<b>CALL</b>		<b>385</b>	
12x10				N	CALL		460	
<b>12</b>				<b>N</b>	<b>CALL</b>		<b>495</b>	
14x4				N	CALL		500	
<b>14x6</b>				<b>N</b>	<b>CALL</b>		<b>475</b>	
14x8				N	CALL		500	
<b>14x10</b>				<b>N</b>	<b>CALL</b>		<b>540</b>	
14x12				N	CALL		630	
<b>14</b>				<b>N</b>	<b>CALL</b>		<b>710</b>	
16x4				N	CALL		630	
<b>16x6</b>				<b>N</b>	<b>CALL</b>		<b>575</b>	
16x8				N	CALL		605	

S = From Stock to 2 weeks N = Non-Stock; Check for availability.

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJxPE CROSS (Con't)</b>								
<b>16x10</b>				<b>N</b>	<b>CALL</b>			<b>645</b>
16x12				N	CALL			685
<b>16x14</b>				<b>N</b>	<b>CALL</b>			<b>830</b>
16				N	CALL			895
<b>18x6</b>				<b>N</b>	<b>CALL</b>			<b>625</b>
18x8				N	CALL			655
<b>18x10</b>				<b>N</b>	<b>CALL</b>			<b>685</b>
18x12				N	CALL			725
<b>18x14</b>				<b>N</b>	<b>CALL</b>			<b>870</b>
18x16				N	CALL			930
<b>18</b>				<b>N</b>	<b>CALL</b>			<b>995</b>
20x6				N	CALL			760
<b>20x8</b>				<b>N</b>	<b>CALL</b>			<b>790</b>
20x10				N	CALL			820
<b>20x12</b>				<b>N</b>	<b>CALL</b>			<b>860</b>
20x14				N	CALL			905
<b>20x16</b>				<b>N</b>	<b>CALL</b>			<b>1085</b>
20x18				N	CALL			1155
<b>20</b>				<b>N</b>	<b>CALL</b>			<b>1230</b>
24x6				N	CALL			1025
<b>24x8</b>				<b>N</b>	<b>CALL</b>			<b>1045</b>
24x10				N	CALL			1085
<b>24x12</b>				<b>N</b>	<b>CALL</b>			<b>1110</b>
24x14				N	CALL			1155
<b>24x16</b>				<b>N</b>	<b>CALL</b>			<b>1200</b>
24x18				N	CALL			1590
<b>24x20</b>				<b>N</b>	<b>CALL</b>			<b>1675</b>
24				N	CALL			1835
<b>30x12</b>				<b>N</b>	<b>CALL</b>			<b>1750</b>
30x14				N	CALL			1790
<b>30x16</b>				<b>N</b>	<b>CALL</b>			<b>1835</b>
30x18				N	CALL			1885
<b>30x20</b>				<b>N</b>	<b>CALL</b>			<b>1945</b>
30x24				N	CALL			2560
<b>30</b>				<b>N</b>	<b>CALL</b>			<b>2955</b>

**MJ WYE (Not included in AWWA Standard C110)**

3	061441	N	104704	N	285.00	378.00	60	60
<b>4</b>	<b>061489</b>	<b>S</b>	<b>104711</b>	<b>N</b>	<b>428.00</b>	<b>548.00</b>	<b>90</b>	<b>95</b>
6x4	061502	N	104735	N	574.00	730.00	130	135
<b>6</b>	<b>061526</b>	<b>S</b>	<b>104728</b>	<b>N</b>	<b>638.00</b>	<b>812.00</b>	<b>145</b>	<b>150</b>
8x4	061540	N	104759	N	808.00	1004.00	190	190
<b>8x6</b>	<b>061564</b>	<b>S</b>	<b>104766</b>	<b>N</b>	<b>871.00</b>	<b>1085.00</b>	<b>205</b>	<b>205</b>
8	061588	S	104742	N	956.00	1190.00	230	225
<b>10x4</b>		<b>N</b>			<b>CALL</b>		<b>270</b>	
<b>10x6</b>	<b>061625</b>	<b>N</b>	<b>104667</b>	<b>N</b>	<b>1211.00</b>	<b>1461.00</b>	<b>330</b>	<b>285</b>
10x8	061649	N	104674	N	1296.00	1566.00	275	305
<b>10</b>	<b>061663</b>	<b>N</b>	<b>104650</b>	<b>N</b>	<b>1594.00</b>	<b>1882.00</b>	<b>435</b>	<b>375</b>
12x4		N			CALL		380	
<b>12x6</b>		<b>N</b>			<b>CALL</b>		<b>400</b>	
12x8	061724	N	104698	N	1798.00	2112.00	505	415

S = From Stock to 2 weeks    N = Non-Stock; Check for availability.

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ WYE (Not included in AWWA Standard C110) (Con't)</b>								
<b>12x10</b>		N			CALL		450	
<b>12</b>	<b>061762</b>	N	<b>104681</b>	N	<b>2274.00</b>	<b>2628.00</b>	<b>490</b>	<b>535</b>
14x6	061786	N	106722	N	2543.00	2923.00	626	565
<b>14x8</b>		N			CALL		<b>595</b>	
<b>14x10</b>		N			CALL		<b>625</b>	
<b>14x12</b>		N			CALL		<b>670</b>	
<b>14</b>		N			CALL		<b>803</b>	
16x6		N			CALL		735	
<b>16x8</b>		N			CALL		<b>760</b>	
16x10		N			CALL		800	
<b>16x12</b>		N			CALL		<b>835</b>	
16x14		N			CALL		900	
<b>16</b>	<b>061984</b>	N	<b>107743</b>	N	<b>4005.00</b>	<b>4689.00</b>	<b>1079</b>	<b>890</b>
18x8	062004	S	107798	N	3750.00	4486.00	815	1015
<b>18x10</b>	<b>062028</b>	N	<b>107767</b>	N	<b>5350.00</b>	<b>6104.00</b>	<b>975</b>	<b>1070</b>
18x12	062042	N	107774	N	5650.00	6426.00	1015	1130
<b>18x14</b>		N			CALL		<b>1075</b>	
18x16	062080	N	107781	N	5750.00	6636.00	1135	1150
<b>18</b>	<b>062103</b>	S	<b>107750</b>	N	<b>6225.00</b>	<b>7212.00</b>	<b>1200</b>	<b>1190</b>
20x10	062127	N	107811	N	7175.00	8127.00	1220	1435
<b>20x12</b>	<b>062141</b>	N	<b>107828</b>	N	<b>5750.00</b>	<b>6724.00</b>	<b>1260</b>	<b>1190</b>
20x14		N			CALL		1320	
<b>20x16</b>	<b>062189</b>	N	<b>107835</b>	N	<b>6800.00</b>	<b>7884.00</b>	<b>1375</b>	<b>1290</b>
20x18		N			CALL		1435	
<b>20</b>	<b>062226</b>	N	<b>107804</b>	N	<b>7150.00</b>	<b>8434.00</b>	<b>1525</b>	<b>1430</b>
24x12		N			CALL		1805	
<b>24x14</b>		N			CALL		<b>1865</b>	
24x16		N			CALL		1925	
<b>24x18</b>		N			CALL		<b>1925</b>	
24x20		N			CALL		2070	
<b>24</b>	<b>371182</b>	S	<b>107842</b>	S	<b>9014.00</b>	<b>10826.00</b>	<b>2372</b>	<b>2115</b>
30	244707	N	138266	N	20097.00	22680.00	3670	3654
<b>36x24</b>			<b>453994</b>	N	<b>29645.00</b>	<b>33279.00</b>		<b>5390</b>
<b>36</b>			<b>453987</b>	N	<b>34843.00</b>	<b>39388.00</b>		<b>6335</b>
42x24			454007	N	40860.00	46358.00		6810
<b>42x30</b>			<b>454786</b>	N	<b>43260.00</b>	<b>49015.00</b>		<b>7210</b>
42x36			454014	N	50130.00	56539.00		8355

**MJxPExMJ WYE**

4		N			CALL		85	
<b>6x4</b>		N			CALL		<b>125</b>	
6		N			CALL		140	
<b>8x4</b>		N			CALL		<b>185</b>	
8x6		N			CALL		200	
<b>8</b>		N			CALL		<b>185</b>	
10x4		N			CALL		270	
<b>10x6</b>		N			CALL		<b>285</b>	
10x8		N			CALL		310	
<b>10</b>		N			CALL		<b>340</b>	
12x6		N			CALL		400	
<b>12x8</b>		N			CALL		<b>425</b>	
12x10		N			CALL		450	
<b>12</b>		N			CALL		<b>490</b>	

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJxPExMJ WYE (Cont)</b>								
14x6		N			CALL		555	
<b>14x8</b>		<b>N</b>			<b>CALL</b>		<b>580</b>	
14x10		N			CALL		610	
14x12		N			CALL		670	
<b>16x6</b>		<b>N</b>			<b>CALL</b>		<b>715</b>	
16x8		N			CALL		735	
<b>16x10</b>		<b>N</b>			<b>CALL</b>		<b>780</b>	
16x12		N			CALL		815	
<b>16x14</b>		<b>N</b>			<b>CALL</b>		<b>880</b>	
16		N			CALL		940	
<b>18x8</b>		<b>N</b>			<b>CALL</b>		<b>925</b>	
18x10		N			CALL		950	
<b>18x12</b>		<b>N</b>			<b>CALL</b>		<b>990</b>	
18x14		N			CALL		1050	
<b>18x16</b>		<b>N</b>			<b>CALL</b>		<b>1110</b>	
18		N			CALL		1175	
<b>20x10</b>		<b>N</b>			<b>CALL</b>		<b>1190</b>	
20x12		N			CALL		1230	
<b>20x14</b>		<b>N</b>			<b>CALL</b>		<b>1290</b>	
20x16		N			CALL		1345	
<b>20x18</b>		<b>N</b>			<b>CALL</b>		<b>1415</b>	
20		N			CALL		1495	
<b>24x12</b>		<b>N</b>			<b>CALL</b>		<b>1760</b>	
24x14		N			CALL		1820	
<b>24x16</b>		<b>N</b>			<b>CALL</b>		<b>1885</b>	
24x18		N			CALL		1950	
<b>24x20</b>		<b>N</b>			<b>CALL</b>		<b>2030</b>	
24		N			CALL		2205	
<b>30x16</b>		<b>N</b>			<b>CALL</b>		<b>2995</b>	
30x18		N			CALL		3070	
<b>30x20</b>		<b>N</b>			<b>CALL</b>		<b>3150</b>	
30x24		N			CALL		3315	
<b>30</b>		<b>N</b>			<b>CALL</b>		<b>3630</b>	

**MJ OFFSET**

4x12	071037	S	104254	N	383.00	463.00	85	85
<b>4x18</b>	<b>071051</b>	<b>S</b>	<b>104261</b>	<b>N</b>	<b>473.00</b>	<b>553.00</b>	<b>105</b>	<b>105</b>
4x24	071075	S	456155	N	567.00	647.00	126	126
<b>6x6</b>	<b>071099</b>	<b>S</b>	<b>104308</b>	<b>S</b>	<b>468.00</b>	<b>584.00</b>	<b>114</b>	<b>110</b>
6x12	071112	S	104278	S	574.00	690.00	135	135
<b>6x18</b>	<b>071136</b>	<b>S</b>	<b>104285</b>	<b>S</b>	<b>701.00</b>	<b>817.00</b>	<b>165</b>	<b>165</b>
6x24	071150	S	104292	S	829.00	945.00	165	195
<b>8x6</b>	<b>071174</b>	<b>S</b>	<b>104346</b>	<b>S</b>	<b>680.00</b>	<b>836.00</b>	<b>160</b>	<b>160</b>
8x12	071198	S	104315	S	850.00	1006.00	200	200
<b>8x18</b>	<b>071211</b>	<b>S</b>	<b>104322</b>	<b>S</b>	<b>1041.00</b>	<b>1197.00</b>	<b>245</b>	<b>245</b>
8x24	071235	S	104339	S	1381.00	1537.00	280	325
<b>10x12</b>	<b>071259</b>	<b>S</b>	<b>104193</b>	<b>S</b>	<b>1063.00</b>	<b>1255.00</b>	<b>280</b>	<b>250</b>
10x18	071273	N	104209	S	1445.00	1637.00	340	340
<b>10x24</b>	<b>071297</b>	<b>S</b>	<b>104216</b>	<b>S</b>	<b>1700.00</b>	<b>1892.00</b>	<b>420</b>	<b>400</b>
12x12	071334	S	104223	S	1785.00	2021.00	420	420
<b>12x18</b>	<b>071358</b>	<b>S</b>	<b>104230</b>	<b>S</b>	<b>2210.00</b>	<b>2446.00</b>	<b>520</b>	<b>520</b>
12x24	071372	S	104247	S	2550.00	2786.00	640	600
<b>16x12</b>	<b>071419</b>	<b>N</b>			<b>3405.00</b>	<b>3861.00</b>	<b>690</b>	
16x18	071433	N			3825.00	4281.00	850	
<b>20x12</b>	<b>071457</b>	<b>S</b>	<b>105152</b>	<b>N</b>	<b>5180.00</b>	<b>6036.00</b>	<b>1025</b>	<b>725</b>
20x18	071471	N	105169	S	5950.00	6806.00	1275	1050

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJxPE OFFSET</b>								
4x6	071495	N			369.00	409.00	70	
<b>4x12</b>	<b>071518</b>	<b>S</b>			<b>428.00</b>	<b>468.00</b>	<b>80</b>	
4x24	071556	S			563.00	603.00	115	
<b>6x6</b>	<b>071570</b>	<b>S</b>			<b>512.00</b>	<b>570.00</b>	<b>105</b>	
6x12	071594	S	423232	S	582.00	640.00	130	130
<b>6x18</b>	<b>071617</b>	<b>S</b>	<b>423249</b>	<b>S</b>	<b>642.00</b>	<b>700.00</b>	<b>160</b>	<b>160</b>
6x24	071631	S	245018	S	799.00	857.00	160	195
<b>8x6</b>	<b>071655</b>	<b>N</b>			<b>757.00</b>	<b>835.00</b>	<b>155</b>	
8x12	071679	S	034124	S	880.00	958.00	195	195
<b>8x18</b>	<b>071693</b>	<b>S</b>			<b>1199.00</b>	<b>1277.00</b>	<b>240</b>	
8x24	071716	S			1212.00	1290.00	275	
<b>10x12</b>	<b>071730</b>	<b>N</b>			<b>1190.00</b>	<b>1286.00</b>	<b>280</b>	
10x18	071754	N			1445.00	1523.00	340	
<b>12x6</b>	<b>451136</b>	<b>N</b>			<b>1360.00</b>	<b>1478.00</b>	<b>320</b>	
<b>12x12</b>	<b>071792</b>	<b>S</b>			<b>2199.00</b>	<b>2317.00</b>	<b>420</b>	
12x18	071815	S			2210.00	2328.00	520	
<b>12x24</b>	<b>071839</b>	<b>S</b>			<b>2678.00</b>	<b>2796.00</b>	<b>630</b>	
16x18	071877	N			3735.00	3963.00	830	

**SOLID SLEEVE STANDARD SHORT**

2	068730	S			85.00	129.00	13	
<b>4</b>	<b>068761</b>	<b>S</b>	<b>357650</b>	<b>S</b>	<b>158.00</b>	<b>238.00</b>	<b>35</b>	<b>35</b>
6	068785	S	357674	N	191.00	307.00	47	45
<b>8</b>	<b>068808</b>	<b>S</b>	<b>357698</b>	<b>S</b>	<b>276.00</b>	<b>432.00</b>	<b>65</b>	<b>65</b>
10	068822	N	137535	S	361.00	553.00	85	85
<b>12</b>	<b>068846</b>	<b>S</b>	<b>137559</b>	<b>N</b>	<b>468.00</b>	<b>704.00</b>	<b>120</b>	<b>110</b>
14		N			743.00	1065.00	165	
16	068884	S	357711	N	843.00	1299.00	206	180
<b>18</b>	<b>068907</b>	<b>N</b>	<b>357735</b>	<b>N</b>	<b>1075.00</b>	<b>1733.00</b>	<b>246</b>	<b>215</b>
20	068921	N	357759	S	1200.00	2056.00	275	240
<b>24</b>	<b>068945</b>	<b>N</b>	<b>357773</b>	<b>N</b>	<b>1944.00</b>	<b>3152.00</b>	<b>360</b>	<b>320</b>
30	068969	S	045816	S	4147.00	5869.00	745	745
<b>36</b>			<b>045847</b>	<b>S</b>	<b>5759.00</b>	<b>8789.00</b>		<b>1047</b>
<b>48</b>			<b>113201</b>	<b>N</b>	<b>10056.00</b>	<b>15900.00</b>		<b>1675</b>

**SOLID SLEEVE STANDARD LONG**

2	382850	S			117.00	161.00	18	
<b>3</b>	<b>068754</b>	<b>S</b>	<b>137566</b>	<b>N</b>	<b>152.00</b>	<b>214.00</b>	<b>32</b>	<b>30</b>
4	068778	S	357643	N	203.00	283.00	42	45
<b>6</b>	<b>068792</b>	<b>S</b>	<b>357667</b>	<b>N</b>	<b>276.00</b>	<b>392.00</b>	<b>65</b>	<b>65</b>
8	068815	S	357681	S	361.00	517.00	85	85
<b>10</b>	<b>068839</b>	<b>S</b>	<b>137528</b>	<b>S</b>	<b>489.00</b>	<b>681.00</b>	<b>126</b>	<b>115</b>
12	068853	S	137542	S	616.00	852.00	145	145
<b>14</b>		<b>N</b>			<b>1013.00</b>	<b>1335.00</b>	<b>225</b>	
<b>16</b>	<b>068891</b>	<b>S</b>	<b>357704</b>	<b>N</b>	<b>1305.00</b>	<b>1761.00</b>	<b>275</b>	<b>235</b>
18	068914	S	357728	N	1425.00	2083.00	330	285
<b>20</b>	<b>068938</b>	<b>S</b>	<b>357742</b>	<b>N</b>	<b>1625.00</b>	<b>2481.00</b>	<b>380</b>	<b>325</b>
24	068952	S	357766	N	2581.00	3789.00	505	425
<b>30</b>	<b>068976</b>	<b>S</b>	<b>138204</b>	<b>S</b>	<b>5941.00</b>	<b>7663.00</b>	<b>1085</b>	<b>885</b>
36	366027	S	138570	S	8030.00	11060.00	1502	1190
<b>42</b>			<b>045380</b>	<b>N</b>	<b>9300.00</b>	<b>14194.00</b>		<b>1550</b>
48			045373	N	14820.00	20664.00		1940

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	---------------------	--------------------	------------------------

**SOLID SLEEVE DUAL PURPOSE SHORT**

4	068990	S			289.00	397.00	33	
6	<b>069010</b>	<b>S</b>			<b>336.00</b>	<b>474.00</b>	<b>46</b>	
8	069034	N			446.00	630.00	65	

**SOLID SLEEVE DUAL PURPOSE LONG**

4	069003	S			338.00	446.00	44	
6	<b>069027</b>	<b>S</b>			<b>426.00</b>	<b>564.00</b>	<b>63</b>	
8	069041	S			543.00	727.00	85	
10	<b>069058</b>	<b>S</b>			<b>722.00</b>	<b>948.00</b>	<b>111</b>	
*12	068983	S			N/A	1191.00	221	
*16	<b>069089</b>	<b>S</b>			<b>N/A</b>	<b>2533.00</b>	<b>385</b>	

\*With Dual Purpose Accessories - Assembled

**\*MJxPE DUAL-PURPOSE CUTTING-IN SLEEVE W/CUP POINT SET SCREWS**

4	069256	N			648.00	N/A	72	
6	<b>069263</b>	<b>S</b>			<b>760.00</b>	<b>N/A</b>	<b>98</b>	
8	069270	S			976.00	N/A	136	
10	<b>069287</b>	<b>N</b>			<b>1400.00</b>	<b>N/A</b>	<b>175</b>	
12	069294	N			1763.00	N/A	235	

\*With Dual Purpose Accessories - Assembled

**\*MJxPE DUAL-PURPOSE CUTTING-IN SLEEVE**

4	069140	S			576.00	N/A	72	
6	<b>069157</b>	<b>S</b>			<b>760.00</b>	<b>N/A</b>	<b>98</b>	
8	069164	S			976.00	N/A	136	
10	<b>069171</b>	<b>S</b>			<b>1204.00</b>	<b>N/A</b>	<b>175</b>	
12	069188	S			1645.00	N/A	235	

\*With Dual Purpose Accessories - Assembled

**MJ REDUCER**

3x2	063902	S			114.00	167.00	25	
4x2	<b>063926</b>	<b>S</b>			<b>140.00</b>	<b>202.00</b>	<b>28</b>	
4x3	063940	S	104421	S	180.00	251.00	36	40
6x2	<b>063964</b>	<b>S</b>			<b>196.00</b>	<b>276.00</b>	<b>44</b>	
6x3	063988	N	104438	S	234.00	323.00	55	55
6x4	<b>064008</b>	<b>S</b>	<b>104445</b>	<b>N</b>	<b>255.00</b>	<b>353.00</b>	<b>56</b>	<b>60</b>
8x3	064022	S			329.00	438.00	75	
8x4	<b>064046</b>	<b>S</b>	<b>104452</b>	<b>S</b>	<b>340.00</b>	<b>458.00</b>	<b>84</b>	<b>80</b>
8x6	064060	S	104469	S	404.00	540.00	95	95
10x6	<b>064107</b>	<b>N</b>	<b>104353</b>	<b>S</b>	<b>489.00</b>	<b>643.00</b>	<b>115</b>	<b>115</b>
10x8	064121	S	104360	N	574.00	748.00	142	135
12x4	<b>064145</b>	<b>N</b>	<b>104391</b>	<b>N</b>	<b>574.00</b>	<b>732.00</b>	<b>139</b>	<b>135</b>
12x6	064169	S	104407	N	638.00	814.00	148	150
12x8	<b>064183</b>	<b>S</b>	<b>104414</b>	<b>N</b>	<b>701.00</b>	<b>897.00</b>	<b>173</b>	<b>165</b>
12x10	064206	S	104384	S	833.00	1047.00	194	190
14x6	<b>449973</b>	<b>N</b>			<b>900.00</b>	<b>1119.00</b>	<b>200</b>	
16x6	<b>064305</b>	<b>N</b>	<b>105206</b>	<b>N</b>	<b>1035.00</b>	<b>1321.00</b>	<b>250</b>	<b>230</b>
16x8	064329	S	105213	N	1125.00	1431.00	288	250
16x10	<b>064343</b>	<b>N</b>	<b>105176</b>	<b>N</b>	<b>1260.00</b>	<b>1584.00</b>	<b>300</b>	<b>280</b>

S = From Stock to 2 weeks • N = Non-Stock; Check for availability.

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ REDUCER (Con't)</b>								
16x12	064367	S	105183	N	1287.00	1633.00	330	305
<b>16x14</b>	<b>064381</b>	<b>N</b>	<b>105190</b>	<b>N</b>	<b>1508.00</b>	<b>1897.00</b>	<b>370</b>	<b>335</b>
18x8	064404	N	105268	N	1475.00	1882.00	320	295
<b>18x10</b>	<b>064428</b>	<b>N</b>	<b>105220</b>	<b>N</b>	<b>1625.00</b>	<b>2050.00</b>	<b>388</b>	<b>325</b>
18x12	064442	N	105237	N	1750.00	2197.00	380	350
<b>18x14</b>	<b>064466</b>	<b>N</b>	<b>105244</b>	<b>N</b>	<b>1900.00</b>	<b>2390.00</b>	<b>450</b>	<b>380</b>
18x16	064480	N	105251	N	2075.00	2632.00	476	415
<b>20x10</b>	<b>064503</b>	<b>N</b>	<b>105275</b>	<b>N</b>	<b>1875.00</b>	<b>2399.00</b>	<b>410</b>	<b>375</b>
20x12	064527	S	105282	N	2025.00	2571.00	515	405
<b>20x16</b>	<b>064565</b>	<b>S</b>	<b>105299</b>	<b>N</b>	<b>2350.00</b>	<b>3006.00</b>	<b>578</b>	<b>470</b>
20x18	064589	N	105305	N	2440.00	3197.00	575	510
<b>24x12</b>	<b>064602</b>	<b>N</b>	<b>105312</b>	<b>N</b>	<b>2888.00</b>	<b>3610.00</b>	<b>610</b>	<b>550</b>
24x16	064640	N	105329	N	3229.00	4061.00	705	615
<b>24x18</b>	<b>064664</b>	<b>N</b>	<b>105336</b>	<b>N</b>	<b>3465.00</b>	<b>4398.00</b>	<b>760</b>	<b>660</b>
24x20	064688	N	105343	N	3701.00	4733.00	815	705
<b>30x16</b>	<b>243991</b>	<b>N</b>	<b>137993</b>	<b>N</b>	<b>5418.00</b>	<b>6507.00</b>	<b>1150</b>	<b>985</b>
30x18	064701	S	138006	S	5445.00	6635.00	1160	990
<b>30x20</b>	<b>064725</b>	<b>N</b>	<b>138013</b>	<b>S</b>	<b>5775.00</b>	<b>7064.00</b>	<b>1225</b>	<b>1050</b>
30x24	064749	S	138020	S	6408.00	7873.00	1360	1165
<b>36x20</b>	<b>365938</b>	<b>S</b>	<b>138037</b>	<b>N</b>	<b>7975.00</b>	<b>9918.00</b>	<b>1495</b>	<b>1450</b>
36x24	365945	N	138044	N	8558.00	10677.00	1580	1580
<b>36x30</b>	<b>365952</b>	<b>S</b>	<b>138051</b>	<b>N</b>	<b>10120.00</b>	<b>12496.00</b>	<b>1919</b>	<b>1855</b>
42x20			454823	N	11490.00	14365.00		1915
42x24			045366	N	12360.00	15411.00		2060
<b>42x30</b>			<b>045359</b>	<b>N</b>	<b>14220.00</b>	<b>17528.00</b>		<b>2370</b>
42x36			045342	N	16170.00	20132.00		2695
<b>48x30</b>			<b>045335</b>	<b>N</b>	<b>18030.00</b>	<b>21813.00</b>		<b>3005</b>
48x36			045328	N	20220.00	24657.00		3370
<b>48x42</b>			<b>045311</b>	<b>N</b>	<b>22500.00</b>	<b>27869.00</b>		<b>3750</b>

**PEXPE REDUCER**

4x3	066262	N			151.00	N/A	36	
<b>6x4</b>	<b>066309</b>	<b>S</b>			<b>242.00</b>	<b>N/A</b>	<b>55</b>	
8x4				N	CALL	N/A		75
8x6	066361	S			408.00	N/A	96	
10x4				N	CALL	N/A		100
10x6				N	CALL	N/A		115
<b>10x8</b>	<b>066385</b>	<b>N</b>			<b>574.00</b>	<b>N/A</b>	<b>135</b>	
12x4				N	CALL	N/A		130
<b>12x6</b>				N	CALL	N/A		145
12x8	066422	S			714.00	N/A	168	
<b>12x10</b>	<b>066446</b>	<b>N</b>			<b>786.00</b>	<b>N/A</b>	<b>185</b>	
14x6				N	CALL	N/A		185
<b>14x8</b>				N	CALL	N/A		205
14x10				N	CALL	N/A		230
<b>14x12</b>				N	CALL	N/A		260
16x6				N	CALL	N/A		230
<b>16x8</b>				N	CALL	N/A		250
16x10				N	CALL	N/A		280
<b>16x12</b>				N	CALL	N/A		335
16x14				N	CALL	N/A		335
<b>18x8</b>				N	CALL	N/A		295
18x10				N	CALL	N/A		325

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>PEXPE REDUCER (Cont)</b>								
18x12				N	CALL	N/A		360
18x14				N	CALL	N/A		385
18x16				N	CALL	N/A		420
20x10				N	CALL	N/A		380
20x12				N	CALL	N/A		415
20x14				N	CALL	N/A		440
20x16				N	CALL	N/A		475
20x18				N	CALL	N/A		520
24x12				N	CALL	N/A		575
24x14				N	CALL	N/A		605
24x16				N	CALL	N/A		645
24x18				N	CALL	N/A		695
24x20				N	CALL	N/A		745
<b>30x16</b>	<b>066729</b>	<b>N</b>			<b>5583.00</b>	<b>N/A</b>	<b>1015</b>	
30x18	066743	N			5638.00	N/A	1025	
<b>30x20</b>	<b>066767</b>	<b>N</b>			<b>5995.00</b>	<b>N/A</b>	<b>1090</b>	
30x24	066781	N			6683.00	N/A	1215	
<b>36x24</b>	<b>365969</b>	<b>N</b>			<b>7640.00</b>	<b>N/A</b>	<b>1389</b>	
36x30	365976	N			8718.00	N/A	1585	

**SMALL END BELL (SEB) REDUCER**

3x2	064763	S			114.00	136.00	21	
<b>4x2</b>	<b>064787</b>	<b>S</b>			<b>135.00</b>	<b>157.00</b>	<b>25</b>	
4x3	064800	S	134824	N	158.00	189.00	38	35
<b>6x2</b>	<b>064824</b>	<b>S</b>			<b>183.00</b>	<b>205.00</b>	<b>40</b>	
6x3	064848	N	134848	N	213.00	244.00	50	50
<b>6x4</b>	<b>064862</b>	<b>S</b>	<b>134862</b>	<b>S</b>	<b>255.00</b>	<b>295.00</b>	<b>55</b>	<b>60</b>
8x3	064886	S			321.00	352.00	70	
<b>8x4</b>	<b>064909</b>	<b>S</b>	<b>134886</b>	<b>N</b>	<b>340.00</b>	<b>380.00</b>	<b>82</b>	<b>80</b>
8x6	064923	S	134909	S	383.00	441.00	90	90
<b>10x4</b>		<b>N</b>			<b>CALL</b>		<b>100</b>	
10x6	064961	N	134701	N	489.00	547.00	116	115
<b>10x8</b>	<b>064985</b>	<b>N</b>	<b>134725</b>	<b>N</b>	<b>553.00</b>	<b>631.00</b>	<b>135</b>	<b>130</b>
12x4	065005	N	134763	N	553.00	593.00	131	130
<b>12x6</b>	<b>065029</b>	<b>S</b>	<b>134787</b>	<b>S</b>	<b>616.00</b>	<b>674.00</b>	<b>150</b>	<b>150</b>
12x8	065043	S	134800	S	710.00	788.00	168	165
<b>12x10</b>	<b>065067</b>	<b>N</b>	<b>134749</b>	<b>N</b>	<b>808.00</b>	<b>904.00</b>	<b>190</b>	<b>190</b>
14x6		N			CALL		185	
14x8		N			CALL		205	
14x10		N			CALL		230	
14x12		N			CALL		255	
16x6		N			CALL		230	
16x8	065180	N	135029	N	1035.00	1113.00	248	230
<b>16x10</b>		<b>N</b>			<b>CALL</b>		<b>298</b>	
16x12	065227	S	135005	N	1283.00	1401.00	304	285
16x14		N			CALL		350	
18x8		N			CALL		344	
18x10		N			CALL		407	
18x12	065289	N	135043	N	1625.00	1743.00	355	325
18x14		N			CALL		400	
18x16		N			CALL		461	
20x10		N			CALL		430	

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>SMALL END BELL (SEB) REDUCER (Con't)</b>								
<b>20x12</b>	<b>065364</b>	<b>N</b>	<b>135067</b>	<b>N</b>	<b>1875.00</b>	<b>1993.00</b>	<b>420</b>	<b>375</b>
20x14		N			CALL		455	
<b>20x16</b>	<b>065401</b>	<b>N</b>	<b>135081</b>	<b>N</b>	<b>2175.00</b>	<b>2403.00</b>	<b>525</b>	<b>435</b>
20x18		N			CALL		640	
<b>24x12</b>	<b>065449</b>	<b>N</b>	<b>135104</b>	<b>N</b>	<b>2678.00</b>	<b>2796.00</b>	<b>570</b>	<b>510</b>
24x14		N			CALL		620	
<b>24x16</b>	<b>065487</b>	<b>N</b>	<b>135128</b>	<b>N</b>	<b>3019.00</b>	<b>3247.00</b>	<b>665</b>	<b>575</b>
24x18	065500	N	135142	N	3255.00	3584.00	720	620
<b>24x20</b>	<b>065524</b>	<b>N</b>	<b>135166</b>	<b>N</b>	<b>3491.00</b>	<b>3919.00</b>	<b>775</b>	<b>665</b>
30x16	065548	N	135241	N	4131.00	4359.00	1040	900
<b>30x18</b>	<b>065562</b>	<b>S</b>	<b>135265</b>	<b>N</b>	<b>4868.00</b>	<b>5197.00</b>	<b>1050</b>	<b>885</b>
30x20	065586	N	135289	N	5198.00	5626.00	1120	945
<b>30x24</b>	<b>065609</b>	<b>N</b>	<b>135302</b>	<b>N</b>	<b>5830.00</b>	<b>6434.00</b>	<b>1255</b>	<b>1060</b>
36x16	052234	N			6820.00	7048.00	1240	
<b>36x30</b>	<b>365983</b>	<b>N</b>	<b>135326</b>	<b>N</b>	<b>9295.00</b>	<b>10156.00</b>	<b>1721</b>	<b>1690</b>

**MJxFIPT ECCENTRIC REDUCER**

6x2	373308	S			717.00	775.00	51	
<b>8x2</b>	<b>373315</b>	<b>S</b>			<b>1002.00</b>	<b>1080.00</b>	<b>66</b>	

**LARGE END BELL (LEB) REDUCER**

3x2	065623	N			114.00	145.00	20	
<b>4x2</b>	<b>287452</b>	<b>S</b>			<b>140.00</b>	<b>180.00</b>	<b>31</b>	
4x3	065647	N	134602	N	180.00	220.00	37	40
<b>6x2</b>	<b>065661</b>	<b>S</b>			<b>200.00</b>	<b>258.00</b>	<b>47</b>	
6x3	065685	N	134626	N	234.00	292.00	55	55
<b>6x4</b>	<b>065708</b>	<b>N</b>	<b>134640</b>	<b>N</b>	<b>255.00</b>	<b>313.00</b>	<b>60</b>	<b>60</b>
8x3	065722	N			298.00	376.00	70	
<b>8x4</b>	<b>065746</b>	<b>N</b>	<b>134664</b>	<b>N</b>	<b>340.00</b>	<b>418.00</b>	<b>84</b>	<b>80</b>
8x6	065760	S	134688	N	417.00	495.00	93	90
10x4		N			CALL		100	
<b>10x6</b>	<b>065807</b>	<b>N</b>	<b>134503</b>	<b>N</b>	<b>489.00</b>	<b>585.00</b>	<b>117</b>	<b>115</b>
10x8	065821	N	134527	N	553.00	649.00	130	130
12x4		N			CALL		130	
<b>12x6</b>	<b>065845</b>	<b>N</b>	<b>134565</b>	<b>N</b>	<b>616.00</b>	<b>734.00</b>	<b>153</b>	<b>145</b>
12x8	065869	N	134589	N	803.00	921.00	165	165
<b>12x10</b>	<b>065883</b>	<b>N</b>	<b>134541</b>	<b>N</b>	<b>786.00</b>	<b>904.00</b>	<b>178</b>	<b>185</b>
14x6		N			CALL		200	
14x8		N			CALL		220	
14x12		N			CALL		275	
16x6		N			CALL		250	
16x8		N			CALL		270	
16x10		N			CALL		300	
<b>16x12</b>	<b>065968</b>	<b>N</b>	<b>134923</b>	<b>N</b>	<b>1373.00</b>	<b>1601.00</b>	<b>325</b>	<b>305</b>
16x14		N			CALL		355	
18x8		N			CALL		320	
18x10		N			CALL		350	
18x12		N			CALL		440	
18x14		N			CALL		506	
18x16		N			CALL		445	
20x10		N			CALL		410	

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>LARGE END BELL (LEB) REDUCER (Con't)</b>								
20x12		N			CALL		532	
<b>20x14</b>		<b>N</b>			<b>CALL</b>		<b>548</b>	
<b>20x16</b>	<b>066101</b>	<b>N</b>	<b>134947</b>	<b>N</b>	<b>2225.00</b>	<b>2653.00</b>	<b>510</b>	<b>445</b>
20x18	451259	N			2888.00	3316.00	550	
24x12		N			CALL		615	
24x14		N			CALL		645	
<b>24x16</b>	<b>066125</b>	<b>N</b>	<b>134961</b>	<b>N</b>	<b>3124.00</b>	<b>3728.00</b>	<b>753</b>	<b>595</b>
24x18		N			CALL		735	
<b>24x20</b>	<b>066163</b>	<b>N</b>	<b>134985</b>	<b>N</b>	<b>3544.00</b>	<b>4148.00</b>	<b>785</b>	<b>675</b>
30x16		N			CALL		938	
30x18		N			CALL		965	
30x20		N			CALL			1020
<b>30x24</b>	<b>066200</b>	<b>N</b>	<b>135180</b>	<b>N</b>	<b>6188.00</b>	<b>7049.00</b>	<b>1320</b>	<b>1125</b>
36x20		N	135203	N	7810.00	9325.00		1420
<b>36x24</b>	<b>366003</b>	<b>N</b>	<b>135227</b>	<b>N</b>	<b>8443.00</b>	<b>9958.00</b>	<b>1535</b>	<b>1535</b>

**MJxFE REDUCER**

4x3	066804	S			158.00	198.00	33	
<b>6x3</b>	<b>066842</b>	<b>S</b>			<b>213.00</b>	<b>271.00</b>	<b>46</b>	
6x4	066866	S			264.00	322.00	62	
<b>8x4</b>	<b>066880</b>	<b>S</b>			<b>319.00</b>	<b>397.00</b>	<b>75</b>	
8x6	066903	S			347.00	425.00	82	
<b>10x6</b>	<b>066941</b>	<b>S</b>			<b>424.00</b>	<b>520.00</b>	<b>100</b>	
10x8	066965	S			553.00	649.00	130	
<b>12x6</b>	<b>067009</b>	<b>S</b>			<b>553.00</b>	<b>671.00</b>	<b>130</b>	
12x8	067023	S			808.00	926.00	190	
<b>12x10</b>	<b>067047</b>	<b>S</b>			<b>786.00</b>	<b>904.00</b>	<b>185</b>	
14x6	067061	N			878.00	1039.00	195	
<b>14x8</b>	<b>067085</b>	<b>N</b>			<b>1080.00</b>	<b>1241.00</b>	<b>240</b>	
14x12	067108	N			1080.00	1241.00	240	
<b>16x12</b>	<b>067160</b>	<b>N</b>			<b>1710.00</b>	<b>1938.00</b>	<b>380</b>	
18x8	067184	N			1500.00	1829.00	290	
<b>18x12</b>	<b>067207</b>	<b>N</b>			<b>2025.00</b>	<b>2354.00</b>	<b>405</b>	
18x16	067221	N			2225.00	2554.00	385	
<b>20x16</b>	<b>067269</b>	<b>N</b>			<b>2550.00</b>	<b>2978.00</b>	<b>510</b>	
24x12	067283	N			3520.00	4124.00	455	

**FExMJ REDUCER**

4x3	067344	N			153.00	184.00	34	
<b>6x4</b>	<b>067368</b>	<b>S</b>			<b>225.00</b>	<b>265.00</b>	<b>53</b>	
8x4	067382	S			310.00	350.00	73	
<b>8x6</b>	<b>067405</b>	<b>S</b>			<b>404.00</b>	<b>462.00</b>	<b>84</b>	
10x6	067429	N			503.00	561.00	118	
<b>10x8</b>	<b>067443</b>	<b>S</b>			<b>554.00</b>	<b>632.00</b>	<b>130</b>	
12x6	067467	N			616.00	674.00	145	
<b>12x8</b>	<b>067481</b>	<b>S</b>			<b>723.00</b>	<b>801.00</b>	<b>170</b>	
12x10	067504	S			799.00	895.00	188	
<b>16x12</b>	<b>067566</b>	<b>N</b>			<b>1373.00</b>	<b>1491.00</b>	<b>305</b>	

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>PLUG SOLID</b>								
2	069324	S			33.00	N/A	4	
3	<b>069331</b>	<b>N</b>	<b>250098</b>	<b>N</b>	<b>38.00</b>	<b>N/A</b>	<b>9</b>	<b>8</b>
4	069348	S	250104	N	72.00	N/A	14	10
6	<b>069355</b>	<b>S</b>	<b>250111</b>	<b>N</b>	<b>111.00</b>	<b>N/A</b>	<b>27</b>	<b>16</b>
8	069362	S	250128	S	200.00	N/A	40	26
10	<b>069379</b>	<b>S</b>	<b>250074</b>	<b>N</b>	<b>276.00</b>	<b>N/A</b>	<b>51</b>	<b>36</b>
12	069386	S	250081	N	374.00	N/A	73	46
14	<b>069393</b>	<b>N</b>	<b>093770</b>	<b>N</b>	<b>338.00</b>	<b>N/A</b>	<b>120</b>	<b>75</b>
16	069409	N	093787	N	698.00	N/A	147	95
18	<b>069416</b>	<b>N</b>	<b>093794</b>	<b>S</b>	<b>705.00</b>	<b>N/A</b>	<b>192</b>	<b>157</b>
20	069423	S	093800	S	1125.00	N/A	220	135
24	<b>069430</b>	<b>S</b>	<b>093817</b>	<b>S</b>	<b>1759.00</b>	<b>N/A</b>	<b>338</b>	<b>175</b>
30	069447	S	093923	S	3152.00	N/A	660	355
36			<b>034131</b>	<b>N</b>	<b>4483.00</b>	<b>N/A</b>		<b>815</b>
42			111276	N	6660.00	N/A		1110
48			<b>111283</b>	<b>N</b>	<b>8730.00</b>	<b>N/A</b>		<b>1455</b>

**PLUG TAPPED (2-inch IPT Only) SEE NOTE**

2	069461	S			73.00	N/A	5	
3	<b>069485</b>	<b>N</b>	<b>250166</b>	<b>N</b>	<b>78.00</b>	<b>N/A</b>	<b>9</b>	<b>8</b>
4	069515	S	250197	N	112.00	N/A	12	10
6	<b>069577</b>	<b>S</b>	<b>250227</b>	<b>N</b>	<b>151.00</b>	<b>N/A</b>	<b>27</b>	<b>16</b>
8	069614	S	250241	N	240.00	N/A	40	26
10	<b>069638</b>	<b>N</b>	<b>250135</b>	<b>N</b>	<b>316.00</b>	<b>N/A</b>	<b>51</b>	<b>36</b>
12	069669	N	250142	N	414.00	N/A	73	46
14	<b>069676</b>	<b>N</b>	<b>093824</b>	<b>N</b>	<b>418.00</b>	<b>N/A</b>	<b>120</b>	<b>75</b>
16	069683	N	093831	N	778.00	N/A	147	95
18	<b>382867</b>	<b>N</b>	<b>093848</b>	<b>N</b>	<b>785.00</b>	<b>N/A</b>	<b>192</b>	<b>157</b>
20	069690	N	093855	N	1205.00	N/A	220	135
24	<b>382874</b>	<b>N</b>	<b>093879</b>	<b>N</b>	<b>1839.00</b>	<b>N/A</b>	<b>338</b>	<b>175</b>
30	069713	N	093930	N	3252.00	N/A	660	355
36				<b>N</b>	<b>4585.00</b>	<b>N/A</b>		<b>815</b>
42				N	6760.00	N/A		1110
48				<b>N</b>	<b>8830.00</b>	<b>N/A</b>		<b>1455</b>

**TYTON PLUGS / SOLID (with set screws)**

4	333692	S			157.00	N/A	18	
6	<b>286745</b>	<b>S</b>			<b>236.00</b>	<b>N/A</b>	<b>25</b>	
8	286752	S			396.00	N/A	46	
10	<b>333708</b>	<b>S</b>			<b>498.00</b>	<b>N/A</b>	<b>70</b>	
12	351634	S			704.00	N/A	95	

**TYTON PLUGS / TAPPED (2-inch IPT) with set screws SEE NOTE**

4	351641	N			197.00	N/A	18	
6	<b>287056</b>	<b>S</b>			<b>276.00</b>	<b>N/A</b>	<b>25</b>	
8	332886	S			436.00	N/A	46	
10	<b>351658</b>	<b>N</b>			<b>538.00</b>	<b>N/A</b>	<b>70</b>	
12	286691	S			744.00	N/A	95	

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	---------------------	--------------------	------------------------

**PUSH-IN PLUGS / SOLID**

14	071952	N			575.00	N/A	110	
16	<b>071969</b>	<b>S</b>			<b>733.00</b>	<b>N/A</b>	<b>145</b>	
18	071976	N			980.00	N/A	180	
20	<b>071983</b>	<b>S</b>			<b>1180.00</b>	<b>N/A</b>	<b>220</b>	
24	071990	N			1754.00	N/A	315	

**PUSH-IN PLUGS / TAPPED (2-inch IPT)****SEE NOTE**

14	072065	N			495.00	N/A	101	
16	<b>072072</b>	<b>S</b>			<b>693.00</b>	<b>N/A</b>	<b>137</b>	
18	072089	N			925.00	N/A	177	
20	<b>356394</b>	<b>N</b>			<b>1140.00</b>	<b>N/A</b>	<b>220</b>	
24	072096	N			1694.00	N/A	315	

**CAP SOLID**

2	069737	S	249870	N	33.00	55.00	4	10
3	<b>069744</b>	<b>N</b>	<b>249887</b>	<b>N</b>	<b>57.00</b>	<b>88.00</b>	<b>12</b>	<b>8</b>
4	069751	S	249894	N	90.00	130.00	12	9
6	069768	S	249900	N	128.00	186.00	23	15
8	069775	S	249917	N	191.00	269.00	38	22
10	<b>069782</b>	<b>S</b>	<b>249856</b>	<b>S</b>	<b>255.00</b>	<b>351.00</b>	<b>55</b>	<b>32</b>
12	069799	S	249863	N	340.00	458.00	75	42
14		N			<b>CALL</b>		130	
16	<b>069812</b>	<b>S</b>	<b>054320</b>	<b>N</b>	<b>788.00</b>	<b>1016.00</b>	<b>178</b>	<b>92</b>
18	069829	N	054337	N	875.00	1204.00	215	114
20	<b>069836</b>	<b>S</b>	<b>054344</b>	<b>S</b>	<b>1200.00</b>	<b>1628.00</b>	<b>253</b>	<b>125</b>
24	069843	S	054351	S	1811.00	2415.00	375	166
30	<b>069850</b>	<b>S</b>	<b>093893</b>	<b>S</b>	<b>3245.00</b>	<b>4106.00</b>	<b>680</b>	<b>345</b>
36			034117	S	4554.00	6069.00		850
42			<b>111252</b>	<b>S</b>	<b>7080.00</b>	<b>9527.00</b>		<b>1180</b>
48			111269	S	9570.00	12492.00		1595

**CAP TAPPED (2-inch IPT) SEE NOTE**

2	302537	N			73.00	95.00	4	
3	<b>069867</b>	<b>N</b>	<b>249962</b>	<b>S</b>	<b>97.00</b>	<b>128.00</b>	<b>12</b>	<b>8</b>
4	069904	S	249986	N	130.00	170.00	12	9
6	<b>069959</b>	<b>S</b>	<b>250012</b>	<b>S</b>	<b>168.00</b>	<b>226.00</b>	<b>23</b>	<b>15</b>
8	070009	S	250043	S	231.00	309.00	38	22
10	<b>070054</b>	<b>N</b>	<b>249924</b>	<b>S</b>	<b>295.00</b>	<b>391.00</b>	<b>55</b>	<b>32</b>
12	070061	N	249931	S	380.00	498.00	75	42
14		N			<b>CALL</b>		130	
16	<b>070108</b>	<b>S</b>	<b>054580</b>	<b>N</b>	<b>868.00</b>	<b>1096.00</b>	<b>178</b>	<b>92</b>
18	070122	N	085096	N	955.00	1284.00	215	114
20	<b>070146</b>	<b>N</b>	<b>085102</b>	<b>N</b>	<b>1280.00</b>	<b>1708.00</b>	<b>253</b>	<b>125</b>
24	070160	N	085126	N	1891.00	2495.00	375	166
30	<b>070177</b>	<b>N</b>	<b>093909</b>	<b>N</b>	<b>3345.00</b>	<b>4206.00</b>	<b>680</b>	<b>345</b>
36		N			4654.00	6169.00		850
42		<b>N</b>			<b>7180.00</b>	<b>9627.00</b>		<b>1180</b>
48		N			9670.00	12592.00		1595

NOTE - For Tapped Tees, Plugs and Caps Only: We stock 2" IPT Taps only. For all tap sizes other than 2" IPT up to a 4" maximum add \$250.00 to the list price shown for corresponding 2" tapped fitting. Special tapped fittings are non-cancellable and non-returnable. Contact CSR for details.

**MJ C110 CEMENT LINED****Tyler Union C110 Mechanical Joint Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	---------------------	--------------------	------------------------

**MJ TEE TAPT (2-inch IPT) SEE NOTE**

3	067962	N			206.00	268.00	35	
4	<b>068044</b>	<b>S</b>			<b>243.00</b>	<b>323.00</b>	<b>45</b>	
6	068167	S			338.00	454.00	70	
8	<b>068280</b>	<b>S</b>			<b>482.00</b>	<b>638.00</b>	<b>104</b>	
10	068365	N			593.00	785.00	130	
12	<b>068426</b>	<b>N</b>			<b>805.00</b>	<b>1041.00</b>	<b>180</b>	

**MJ TEE / CROSS UNTAPPED**

3	067726	S			166.00	228.00	35	
4	<b>067740</b>	<b>S</b>			<b>203.00</b>	<b>283.00</b>	<b>45</b>	
6	067764	S			298.00	414.00	70	
8	<b>067788</b>	<b>S</b>			<b>442.00</b>	<b>598.00</b>	<b>104</b>	
10	067801	N			553.00	745.00	130	
12	<b>067825</b>	<b>S</b>			<b>765.00</b>	<b>1001.00</b>	<b>180</b>	

**MJxFLARE ADAPTER**

4		N			CALL		35	
6		N			CALL		50	
8		N			CALL		82	
10		N			CALL		110	
12		N			CALL		160	
14		N			CALL		190	
16		N			CALL		270	
18		N			CALL		320	
20		N			CALL		410	
24		N			CALL		545	
30		N			CALL		894	

**MJxFE ADAPTER 8" Laying Length**

3	070252	N			143.00	174.00	30	
4	<b>070276</b>	<b>S</b>			<b>189.00</b>	<b>229.00</b>	<b>42</b>	
6	070290	S	355595	S	264.00	322.00	62	60
8	<b>070313</b>	<b>S</b>	<b>244677</b>	<b>S</b>	<b>361.00</b>	<b>439.00</b>	<b>88</b>	<b>85</b>
10	070337	S			510.00	606.00	120	
12	<b>070351</b>	<b>S</b>	<b>355588</b>	<b>S</b>	<b>659.00</b>	<b>777.00</b>	<b>150</b>	<b>155</b>
16	070399	S	355601	N	1080.00	1308.00	260	240
18	<b>070412</b>	<b>S</b>	<b>355618</b>	<b>N</b>	<b>1400.00</b>	<b>1729.00</b>	<b>305</b>	<b>280</b>
20	070436	S	355625	N	1700.00	2128.00	340	340
24	<b>070450</b>	<b>S</b>	<b>355632</b>	<b>N</b>	<b>2405.00</b>	<b>3009.00</b>	<b>495</b>	<b>455</b>

**MJxFE ADAPTER 10" Laying Length**

30	070474	N	355649	S	4180.00	5041.00	760	760
36			<b>355656</b>	<b>S</b>	<b>5885.00</b>	<b>7400.00</b>		<b>1070</b>
48			449355	N	11640.00	14562.00		1940

**PUSH-ON C153 CEMENT LINED****LP-5091****Tyler Union C153 Union-Tite Ductile Iron Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**UT 90° (1/4) BENDS**

4	333654	S	139478	S	135.00	32	30
6	<b>299813</b>	<b>S</b>	<b>139539</b>	<b>S</b>	<b>225.00</b>	<b>51</b>	<b>53</b>
8	332879	S	139591	S	353.00	80	83
10	<b>333685</b>	<b>S</b>	<b>139379</b>	<b>S</b>	<b>527.00</b>	<b>121</b>	<b>124</b>
12	333555	S	139416	S	774.00	151	182
14	<b>350767</b>	<b>S</b>	<b>247586</b>	<b>S</b>	<b>1035.00</b>	<b>254</b>	<b>230</b>
16	350774	S	247623	S	1391.00	328	309
18	<b>363385</b>	<b>S</b>			<b>2410.00</b>	<b>482</b>	
20	363392	N			2700.00	540	
24	<b>363408</b>	<b>N</b>			<b>3539.00</b>	<b>674</b>	

**UT 45° (1/8) BENDS**

4	333647	S	139454	S	126.00	29	28
6	<b>332862</b>	<b>S</b>	<b>139515</b>	<b>S</b>	<b>187.00</b>	<b>42</b>	<b>44</b>
8	286707	S	139577	S	302.00	66	71
10	<b>333678</b>	<b>S</b>	<b>139362</b>	<b>S</b>	<b>429.00</b>	<b>101</b>	<b>101</b>
12	286714	S	139409	S	582.00	128	137
14	<b>350781</b>	<b>S</b>	<b>247579</b>	<b>S</b>	<b>810.00</b>	<b>143</b>	<b>180</b>
16	350798	S	247616	S	1251.00	225	278
18	<b>363415</b>	<b>S</b>			<b>1045.00</b>	<b>209</b>	
20	363422	S			1985.00	397	
24	<b>363439</b>	<b>S</b>			<b>2583.00</b>	<b>492</b>	

**UT 22½° (1/16) BENDS**

4	350804	S	139430	S	117.00	18	26
6	<b>286998</b>	<b>S</b>	<b>139492</b>	<b>S</b>	<b>166.00</b>	<b>39</b>	<b>39</b>
8	286660	S	139553	S	234.00	64	55
10	<b>333661</b>	<b>S</b>	<b>139355</b>	<b>S</b>	<b>353.00</b>	<b>67</b>	<b>83</b>
12	299776	S	139393	S	565.00	111	133
14	<b>350811</b>	<b>S</b>	<b>247562</b>	<b>S</b>	<b>810.00</b>	<b>162</b>	<b>180</b>
16	333562	S	247609	S	1224.00	195	272
18	<b>363446</b>	<b>S</b>			<b>1045.00</b>	<b>209</b>	
20	363453	S			2070.00	414	
24	<b>363460</b>	<b>S</b>			<b>3129.00</b>	<b>596</b>	

**UT 11¼° (1/32) BENDS**

4	350828	S	139423		117.00	18	26
6	<b>299790</b>	<b>S</b>	<b>139485</b>	<b>S</b>	<b>155.00</b>	<b>40</b>	<b>37</b>
8	286721	S	139546	S	230.00	60	54
10	<b>350835</b>	<b>S</b>	<b>139348</b>	<b>S</b>	<b>336.00</b>	<b>77</b>	<b>79</b>
12	299783	S	139386	S	429.00	92	101
14	<b>350842</b>	<b>N</b>	<b>282068</b>		<b>810.00</b>	<b>113</b>	<b>180</b>
16	351610	S	247593		1301.00	172	289
18	<b>363477</b>	<b>S</b>			<b>1045.00</b>	<b>209</b>	
20	363484	N			1325.00	265	

S = From Stock to 2 weeks

N = Non-Stock; Check for availability. All weights exclude accessories

NOTE: All fittings furnished with Tyton® gaskets.

®Registered Trademark of U.S. Pipe &amp; Foundry

Restraining lugs are provided only on sizes 12" and smaller.

**PUSH-ON C153 CEMENT LINED****Tyler Union C153 Union-Tite Ductile Iron Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**UT x FLG 90° (1/4) BENDS ♦**

4	363491	S			168.00	31	
<b>6</b>	<b>363507</b>	<b>S</b>	<b>034032</b>	<b>S</b>	<b>242.00</b>	<b>49</b>	<b>57</b>
8	363514	S	034094	S	383.00	74	90
<b>10</b>	<b>363521</b>	<b>S</b>	<b>033950</b>	<b>S</b>	<b>570.00</b>	<b>130</b>	<b>134</b>
12	363538	S	033998	S	854.00	158	201
<b>14</b>	<b>363545</b>	<b>N</b>			<b>716.00</b>	<b>159</b>	
16	363552	N			1049.00	233	

**UT x FLG 45° (1/8) BENDS ♦**

4	363569	S			142.00	21	
<b>6</b>	<b>363576</b>	<b>S</b>	<b>034018</b>	<b>S</b>	<b>204.00</b>	<b>42</b>	<b>48</b>
8	363583	S	034070	S	306.00	60	72
<b>10</b>	<b>363590</b>	<b>S</b>			<b>395.00</b>	<b>93</b>	
12	363606	S	094012	S	659.00	122	155
<b>14</b>	<b>363613</b>	<b>N</b>			<b>729.00</b>	<b>162</b>	
16	363620	N			1238.00	275	

**UT x FLG 22½° (1/16) BENDS ♦**

4	363637	S	094029	S	140.00	25	31
<b>6</b>	<b>363644</b>	<b>S</b>	<b>094043</b>	<b>S</b>	<b>174.00</b>	<b>44</b>	<b>41</b>
8	363651	S	094050	S	247.00	64	58
<b>10</b>	<b>363668</b>	<b>S</b>	<b>033936</b>	<b>S</b>	<b>387.00</b>	<b>90</b>	<b>91</b>
12	363675	S	094005	S	655.00	112	154
<b>14</b>	<b>363682</b>	<b>N</b>			<b>783.00</b>	<b>174</b>	
16	363699	N			1026.00	228	

**UT x FLG 11¼° (1/32) BENDS ♦**

4	363705	N			138.00	24	
<b>6</b>	<b>363712</b>	<b>S</b>	<b>094036</b>	<b>S</b>	<b>174.00</b>	<b>30</b>	<b>41</b>
8	363729	S	034056	S	293.00	61	69
<b>10</b>	<b>363736</b>	<b>S</b>	<b>033912</b>	<b>S</b>	<b>378.00</b>	<b>80</b>	<b>89</b>
12	363743	S	033974	S	561.00	94	132
<b>14</b>	<b>363750</b>	<b>N</b>			<b>765.00</b>	<b>170</b>	
16	363767	N			1026.00	228	

**UT x PE 90° (1/4) BENDS**

4	363774	N			200.00	50	
<b>6</b>	<b>363781</b>	<b>N</b>			<b>220.00</b>	<b>47</b>	

**UT x PE 45° (1/8) BENDS**

4	363798	N			144.00	22	
<b>6</b>	<b>363804</b>	<b>N</b>			<b>188.00</b>	<b>38</b>	
8	363811	N			255.00	60	

♦ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

S = From Stock to 2 weeks

N = Non-Stock; Check for availability. All weights exclude accessories

NOTE: All fittings furnished with Tyton® gaskets.

®Registered Trademark of U.S. Pipe & Foundry

Restraining lugs are provided only on sizes 12" and smaller.

**PUSH-ON C153 CEMENT LINED****LP-5091****Tyler Union C153 Union-Tite Ductile Iron Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**UT x PE 22½° (1/16) BENDS**

6	363828	N			196.00	35	
8	363835	N			242.00	57	

**UT x PE 11¼° (1/32) BENDS**

6	363842	N			192.00	57	
8	363859	N			234.00	55	

**UT x FLG ADAPTERS ♦**

4	350859	S	033875	S	126.00	28	28
6	350866	S	135623	S	217.00	40	51
8	350873	S	033899	S	319.00	62	75
10	350880	S	033813	S	344.00	71	81
12	350897	S	033837	S	621.00	102	146
14	350903	S			779.00	173	
16	350910	S	033851	S	828.00	115	184
20	363866	N			1475.00	295	

**UT TEES**

4	350927	S	281818	S	209.00	44	47
6x4	350934	S	281849	S	238.00	68	56
6	333586	S	281832	S	287.00	71	68
8x4	350941	S	281870	S	340.00	73	80
8x6	350958	S	281894	S	366.00	108	86
8	299806	S	281863	S	434.00	116	102
10x4	350965	S	140078	S	434.00	102	102
10x6	350972	S	140139	S	595.00	113	140
10x8	350989	S	140146	S	612.00	145	144
10	350996	S	140061	S	599.00	155	141
12x4	333852	S	281771	S	548.00	119	129
12x6	286653	S	281788	S	608.00	141	143
12x8	286646	S	281795	S	778.00	201	183
12x10	351009	S	140320	S	663.00	160	156
12	286684	S	140153	S	854.00	213	201
14x6	351016	N	247791	S	788.00	176	175
14x10	351023	N			878.00	195	
14x12	351030	N			882.00	196	
14	351047	S	247784	S	1755.00	209	390
16x6	351054	S	247838	S	1377.00	266	306
16x8	351061	S	247845	S	1584.00	292	352
16x10	351078	N	247814	S	1589.00	232	353
16x12	351085	N	247821	S	1728.00	239	384
16x14	351627	N			1571.00	349	
16	351092	S	247807	S	2273.00	390	505
18x6	363873	N			1625.00	348	
18x8	363880	N			1720.00	325	
18x10	363897	N			1710.00	344	
18x14	363903	N			1810.00	342	
18x16	363910	N			1775.00	362	
20x6	363927	N			1845.00	355	
20x10	363934	N			1845.00	369	
20x12		N			1880.00	376	

♦ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
 BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

53

Confidential

McWane-014294

CX 2358-053

**PUSH-ON C153 CEMENT LINED****Tyler Union C153 Union-Tite Ductile Iron Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>UT TEES (Con't)</b>							
20x14	363941	N			2420.00	484	
<b>20x16</b>	<b>363958</b>	<b>N</b>			<b>3050.00</b>	<b>610</b>	
20x18	363965	N			2695.00	539	
<b>24x6</b>	<b>363972</b>	<b>S</b>			<b>2447.00</b>	<b>466</b>	
24x10	363989	N			2510.00	478	
<b>24x12</b>	<b>363996</b>	<b>N</b>			<b>3481.00</b>	<b>663</b>	
24x14	364009	N			2846.00	542	
<b>24x16</b>	<b>364016</b>	<b>N</b>			<b>2972.00</b>	<b>566</b>	
24x18	364023	N			3113.00	593	
<b>24x20</b>	<b>364030</b>	<b>N</b>			<b>3297.00</b>	<b>628</b>	
24	364047	N			4641.00	884	
<b>UT x FLG TEES ♦</b>							
4	364054	S	135722	S	218.00	45	49
<b>6x4</b>	<b>364061</b>	<b>S</b>	<b>135760</b>	<b>S</b>	<b>266.00</b>	<b>56</b>	<b>67</b>
6	364078	S	135746	S	298.00	69	75
<b>8x4</b>	<b>364085</b>	<b>S</b>	<b>135807</b>	<b>S</b>	<b>357.00</b>	<b>89</b>	<b>93</b>
8x6	364092	S	135821	S	404.00	96	97
<b>8</b>	<b>364108</b>	<b>S</b>	<b>135784</b>	<b>S</b>	<b>480.00</b>	<b>130</b>	<b>116</b>
10x4	364115	S	034261	S	476.00	115	112
<b>10x6</b>	<b>364122</b>	<b>S</b>	<b>135647</b>	<b>S</b>	<b>523.00</b>	<b>128</b>	<b>123</b>
10x8	364139	S	135661	S	629.00	145	148
<b>10</b>	<b>364146</b>	<b>S</b>	<b>034247</b>	<b>S</b>	<b>701.00</b>	<b>158</b>	<b>165</b>
12x4	364153	S	034315	S	604.00	138	142
<b>12x6</b>	<b>364160</b>	<b>S</b>	<b>135685</b>	<b>S</b>	<b>672.00</b>	<b>148</b>	<b>158</b>
12x8	364177	S	135708	S	672.00	170	158
<b>12x10</b>	<b>364184</b>	<b>S</b>			<b>689.00</b>	<b>162</b>	
12	364191	S	034292	S	1067.00	183	251
<b>14x6</b>	<b>364207</b>	<b>N</b>	<b>135869</b>	<b>S</b>	<b>1112.00</b>	<b>212</b>	<b>247</b>
14x10	364214	N			1107.00	246	
<b>14x12</b>	<b>364221</b>	<b>N</b>			<b>1332.00</b>	<b>296</b>	
14	364238	N			1445.00	321	
<b>16x6</b>	<b>363378</b>	<b>S</b>	<b>135883</b>	<b>S</b>	<b>1377.00</b>	<b>266</b>	<b>308</b>
16x8	364245	N	135906	S	1733.00	270	339
<b>16x10</b>	<b>364252</b>	<b>N</b>			<b>1485.00</b>	<b>330</b>	
16x12	364269	N			1445.00	321	
<b>16x14</b>	<b>364276</b>	<b>N</b>			<b>1539.00</b>	<b>342</b>	
16	364283	N			1598.00	355	
<b>18x6</b>	<b>364290</b>	<b>N</b>			<b>1505.00</b>	<b>301</b>	
18x8	364306	N			1595.00	319	
<b>18x10</b>	<b>364313</b>	<b>N</b>			<b>1685.00</b>	<b>337</b>	
18x14	364320	N			1965.00	393	
<b>18x16</b>	<b>364337</b>	<b>N</b>			<b>2100.00</b>	<b>420</b>	
20x6	364344	N			1705.00	341	
<b>20x10</b>	<b>364351</b>	<b>N</b>			<b>2100.00</b>	<b>420</b>	
20x14	364368	N			2370.00	474	
<b>20x16</b>	<b>364375</b>	<b>N</b>			<b>2490.00</b>	<b>498</b>	
24x6	364399	S			2688.00	512	
<b>24x10</b>	<b>364405</b>	<b>N</b>			<b>2457.00</b>	<b>468</b>	
24x12	364412	N			2641.00	503	
<b>24x14</b>	<b>364429</b>	<b>N</b>			<b>2788.00</b>	<b>531</b>	
24x16	364436	N			2914.00	555	

♦ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

54

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

05/01/09

Confidential

McWane-014295

CX 2358-054

**PUSH-ON C153 CEMENT LINED****LP-5091****Tyler Union C153 Union-Tite Ductile Iron Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>UT x SWIVEL TEES</b>							
6	364443	S	034339	S	298.00	65	70
<b>8x6</b>	<b>364450</b>	<b>S</b>			<b>425.00</b>	<b>100</b>	
8	364467	N			468.00	110	
<b>10x6</b>	<b>364474</b>	<b>N</b>			<b>553.00</b>	<b>130</b>	
10x8	364481	N			663.00	156	
<b>12x6</b>	<b>364498</b>	<b>S</b>	<b>451068</b>	<b>N</b>	<b>689.00</b>	<b>162</b>	<b>162</b>
12x8	364504	N			672.00	158	
<b>14x6</b>	<b>364511</b>	<b>N</b>			<b>909.00</b>	<b>202</b>	
16x6	364528	S			1031.00	229	
<b>16x8</b>	<b>364535</b>	<b>N</b>			<b>1314.00</b>	<b>292</b>	
18x6	364542	N			1740.00	348	
<b>18x8</b>	<b>364665</b>	<b>N</b>			<b>1620.00</b>	<b>324</b>	
20x6	364672	N			2000.00	400	
<b>24x6</b>	<b>364689</b>	<b>N</b>			<b>2756.00</b>	<b>525</b>	

**UT WYES (Not included in AWWA Standard C153)**

8x4	351108	S	281979	S	523.00	89	123
<b>10x4</b>	<b>351115</b>	<b>N</b>			<b>599.00</b>	<b>141</b>	
10x6	351122	N	281917	S	655.00	151	154
<b>10x8</b>	<b>351139</b>	<b>N</b>	<b>281924</b>	<b>S</b>	<b>680.00</b>	<b>175</b>	<b>160</b>
10	351146	N	281900	S	723.00	200	170
<b>12x4</b>	<b>351153</b>	<b>N</b>			<b>757.00</b>	<b>178</b>	
12x6	351160	S	281955	S	1003.00	201	236
<b>12x8</b>	<b>351177</b>	<b>N</b>	<b>281962</b>	<b>S</b>	<b>1101.00</b>	<b>224</b>	<b>259</b>
12x10	351184	N	281948	S	1199.00	240	282
<b>12</b>	<b>351191</b>	<b>N</b>	<b>281931</b>	<b>S</b>	<b>1335.00</b>	<b>289</b>	<b>314</b>
14x6	351207	N			1062.00	236	
<b>14x8</b>	<b>351214</b>	<b>N</b>			<b>1148.00</b>	<b>255</b>	
<b>14x10</b>	<b>351221</b>	<b>N</b>			<b>1463.00</b>	<b>325</b>	
<b>14</b>	<b>351245</b>	<b>N</b>			<b>2138.00</b>	<b>475</b>	
16x6	351252	N			1265.00	281	
<b>16x8</b>	<b>351269</b>	<b>N</b>			<b>1368.00</b>	<b>304</b>	
16x12	353065	N			1557.00	346	
<b>16</b>	<b>351290</b>	<b>N</b>			<b>1710.00</b>	<b>380</b>	

**UTxPE TEES**

6	364696	S			275.00	60	
<b>8x6</b>	<b>364702</b>	<b>S</b>			<b>420.00</b>	<b>80</b>	
12x6	364719	N			595.00	140	
<b>16x6</b>		<b>N</b>			<b>2273.00</b>	<b>505</b>	

S = From Stock to 2 weeks  
 N = Non-Stock; Check for availability.  
 All weights exclude accessories

NOTE: All fittings furnished with Tyton® gaskets.

®Registered Trademark of U.S. Pipe & Foundry

Restraining lugs are provided only on sizes 12" and smaller.

**PUSH-ON C153 CEMENT LINED****Tyler Union C153 Union-Tite Ductile Iron Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>UT CROSSES</b>							
6	333593	S	139683	S	315.00	96	74
<b>8x6</b>	<b>333609</b>	<b>S</b>	<b>139706</b>	<b>S</b>	<b>519.00</b>	<b>117</b>	<b>122</b>
8	333616	S	139690	S	557.00	156	131
<b>10x4</b>	<b>351306</b>	<b>N</b>	<b>139652</b>	<b>S</b>	<b>612.00</b>	<b>116</b>	<b>144</b>
12x8	351320	S	139676	S	825.00	240	194
<b>12</b>	<b>333074</b>	<b>N</b>	<b>139669</b>	<b>S</b>	<b>1105.00</b>	<b>241</b>	<b>260</b>
14x6	351337	N			851.00	189	
<b>14x8</b>	<b>351344</b>	<b>N</b>			<b>918.00</b>	<b>204</b>	
14x10	351351	N			999.00	222	
<b>14x12</b>	<b>351368</b>	<b>N</b>			<b>1076.00</b>	<b>239</b>	
14	351375	N			1215.00	270	
<b>16x6</b>	<b>351382</b>	<b>S</b>			<b>1053.00</b>	<b>234</b>	
16x8	351399	S			1454.00	323	
<b>16x10</b>	<b>351405</b>	<b>S</b>			<b>1206.00</b>	<b>268</b>	
16x12	351412	S			1233.00	274	
<b>16x14</b>	<b>351429</b>	<b>S</b>			<b>1449.00</b>	<b>322</b>	
16	351436	S			1427.00	317	

**UT REDUCERS**

6x4	351443	S	139782	S	142.00	32	34
<b>8x4</b>	<b>351450</b>	<b>S</b>	<b>139799</b>	<b>S</b>	<b>198.00</b>	<b>46</b>	<b>47</b>
8x6	351467	S	139805	S	210.00	49	50
<b>10x4</b>	<b>351474</b>	<b>N</b>	<b>139713</b>	<b>S</b>	<b>225.00</b>	<b>58</b>	<b>53</b>
10x6	351481	S	139720	S	315.00	47	74
<b>10x8</b>	<b>351498</b>	<b>S</b>	<b>139737</b>	<b>S</b>	<b>361.00</b>	<b>53</b>	<b>85</b>
12x4	351504	S	139751	S	310.00	80	73
<b>12x6</b>	<b>351511</b>	<b>S</b>	<b>139768</b>	<b>S</b>	<b>378.00</b>	<b>58</b>	<b>89</b>
12x8	298243	S	139775	S	351.00	74	83
<b>12x10</b>	<b>351528</b>	<b>S</b>	<b>139744</b>	<b>S</b>	<b>451.00</b>	<b>82</b>	<b>106</b>
14x6	351535	N			378.00	84	
<b>14x8</b>	<b>351542</b>	<b>N</b>			<b>383.00</b>	<b>85</b>	
14x10	351559	N			392.00	87	
<b>14x12</b>	<b>351566</b>	<b>N</b>			<b>468.00</b>	<b>104</b>	
16x6	351573	N	247760	S	716.00	94	159
<b>16x8</b>	<b>351580</b>	<b>N</b>	<b>247777</b>	<b>S</b>	<b>743.00</b>	<b>104</b>	<b>165</b>
16x10	351597	N	247746	S	666.00	130	148
<b>16x12</b>	<b>351603</b>	<b>S</b>	<b>247753</b>	<b>S</b>	<b>774.00</b>	<b>152</b>	<b>172</b>
16x14	364726	S			626.00	139	
<b>18x8</b>	<b>364733</b>	<b>N</b>			<b>710.00</b>	<b>142</b>	
18x10	364740	N			755.00	151	
<b>18x12</b>	<b>364757</b>	<b>N</b>			<b>835.00</b>	<b>167</b>	
18x14	364764	N			1085.00	217	
<b>18x16</b>	<b>364771</b>	<b>N</b>			<b>1010.00</b>	<b>202</b>	
20x10	364788	N			900.00	180	
<b>20x12</b>	<b>364795</b>	<b>N</b>			<b>1025.00</b>	<b>205</b>	
20x14	364801	N			1165.00	233	
<b>20x16</b>	<b>364818</b>	<b>N</b>			<b>1250.00</b>	<b>250</b>	
20x18	364825	N			1240.00	248	
<b>24x12</b>	<b>364832</b>	<b>N</b>			<b>1292.00</b>	<b>246</b>	
24x14	364849	N			1475.00	281	
<b>24x16</b>	<b>364856</b>	<b>N</b>			<b>1995.00</b>	<b>380</b>	
24x18	364863	N			2048.00	390	
<b>24x20</b>	<b>364870</b>	<b>N</b>			<b>2210.00</b>	<b>421</b>	

**PUSH-ON C153 CEMENT LINED****LP-5091****Tyler Union C153 Union-Tite Ductile Iron Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>UT x FLG REDUCERS ♦</b>							
6x4	364887	S	034186	S	166.00	32	39
<b>8x4</b>	<b>364894</b>	<b>S</b>	<b>034209</b>	<b>S</b>	<b>196.00</b>	<b>46</b>	<b>46</b>
8x6	364900	S	034223	S	247.00	47	58
<b>10x4</b>	<b>364917</b>	<b>N</b>			<b>234.00</b>	<b>55</b>	
10x6	364924	S			251.00	59	
<b>10x8</b>	<b>364931</b>	<b>S</b>	<b>034155</b>	<b>S</b>	<b>306.00</b>	<b>61</b>	<b>72</b>
12x4	364948	N			332.00	78	
<b>12x6</b>	<b>364955</b>	<b>S</b>			<b>320.00</b>	<b>75</b>	
12x8	364962	S			315.00	74	
<b>12x10</b>	<b>364979</b>	<b>S</b>			<b>404.00</b>	<b>95</b>	
14x6	364986	N			545.00	121	
<b>14x8</b>	<b>364993</b>	<b>N</b>			<b>576.00</b>	<b>128</b>	
14x10	365006	N			572.00	127	
<b>14x12</b>	<b>365013</b>	<b>N</b>			<b>648.00</b>	<b>144</b>	
16x6	365020	N			599.00	133	
<b>16x8</b>	<b>365037</b>	<b>N</b>			<b>635.00</b>	<b>141</b>	
16x10	365044	N			711.00	158	
<b>16x12</b>	<b>365051</b>	<b>N</b>			<b>774.00</b>	<b>172</b>	
16x14	365068	N			882.00	196	
<b>18x8</b>	<b>365075</b>	<b>N</b>			<b>785.00</b>	<b>157</b>	
18x10	365082	N			875.00	175	
<b>18x12</b>	<b>365099</b>	<b>N</b>			<b>1075.00</b>	<b>215</b>	
18x14	365105	N			1170.00	234	
18x16	365112	N			1230.00	246	
<b>20x10</b>	<b>365129</b>	<b>N</b>			<b>1170.00</b>	<b>234</b>	
20x14	365136	N			1245.00	249	
<b>20x16</b>	<b>365143</b>	<b>N</b>			<b>1360.00</b>	<b>272</b>	
24x12	365150	N			1376.00	262	
<b>24x14</b>	<b>365167</b>	<b>N</b>			<b>1654.00</b>	<b>315</b>	
24x16	365174	N			1722.00	328	

**SMALL END BELL (SEB) REDUCER**

6x4	120155	N			191.00	45	
<b>8x4</b>	<b>457596</b>	<b>N</b>			<b>149.00</b>	<b>35</b>	
8x6	052951	N			183.00	43	
<b>12x6</b>	<b>052968</b>	<b>N</b>			<b>298.00</b>	<b>70</b>	
12x8	052975	N			340.00	80	

**UT TAPT TEES (2 INCH IPT) SEE NOTE**

4	365181	S	139997	S	144.00	27	23
<b>6</b>	<b>365198</b>	<b>S</b>	<b>140016</b>	<b>S</b>	<b>185.00</b>	<b>38</b>	<b>34</b>
8	365204	S	140054	S	261.00	59	52
<b>10</b>	<b>365211</b>	<b>S</b>	<b>139812</b>	<b>S</b>	<b>299.00</b>	<b>72</b>	<b>61</b>
12	365228	S	139942	S	397.00	92	84

♦ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

S = From Stock to 2 weeks

N = Non-Stock; Check for availability. All weights exclude accessories

NOTE: All fittings furnished with Tyton® gaskets.

®Registered Trademark of U.S. Pipe & Foundry

Restraining lugs are provided only  
on sizes 12" and smaller.

NOTE - For Tapped Tees, Plugs and Caps Only: We stock 2" IPT Taps only. For all tap sizes other than 2" IPT up to a 4" maximum add \$250.00 to the list price shown for corresponding 2" tapped fitting. Special tapped fittings are non-cancellable and non-returnable. Contact CSR for details

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

57

Confidential

McWane-014298

CX 2358-057

**PUSH-ON C153 CEMENT LINED****Tyler Union C153 Union-Tite Ductile Iron Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**UT TAPT CROSSES (2 INCH IPT) SEE NOTE**

4	365235	S	139621	S	174.00	27	23
<b>6</b>	<b>365242</b>	<b>S</b>	<b>139638</b>	<b>S</b>	<b>215.00</b>	<b>38</b>	<b>34</b>
8	365259	S	139645	S	291.00	59	52
<b>10</b>	<b>365266</b>	<b>S</b>	<b>139607</b>	<b>S</b>	<b>329.00</b>	<b>72</b>	<b>61</b>
12	365273	S			427.00	92	

**UT TEE / CROSS UNTAPPED**

4	450436	S			104.00	27	
<b>6</b>	<b>450405</b>	<b>S</b>			<b>145.00</b>	<b>38</b>	
8	451464	S			221.00	59	
<b>10</b>	<b>458449</b>	<b>S</b>			<b>259.00</b>	<b>72</b>	
12		N			357.00	92	

**UT PLUGS / SOLID**

4	370406	S	094166	S	54.00	20	12
<b>6</b>	<b>370413</b>	<b>S</b>	<b>094173</b>	<b>S</b>	<b>85.00</b>	<b>23</b>	<b>20</b>
8	370420	S	094180	S	115.00	32	27
<b>10</b>	<b>370437</b>	<b>S</b>	<b>094142</b>	<b>S</b>	<b>153.00</b>	<b>38</b>	<b>36</b>
12	370444	S	094159	S	185.00	49	44

**UT PLUGS / TAPT 2-INCH IPT SEE NOTE**

4	370451	S	096733	S	94.00	20	12
<b>6</b>	<b>370468</b>	<b>S</b>	<b>096740</b>	<b>S</b>	<b>125.00</b>	<b>23</b>	<b>20</b>
8	370475	S	096757	S	155.00	32	27
<b>10</b>	<b>370482</b>	<b>S</b>	<b>096719</b>	<b>S</b>	<b>193.00</b>	<b>38</b>	<b>36</b>
12	370499	S	096726	S	225.00	49	44

**UT CAPS / SOLID**

4	351665	S	137184	S	63.00	15	14
<b>6</b>	<b>351672</b>	<b>S</b>	<b>137191</b>	<b>S</b>	<b>87.00</b>	<b>20</b>	<b>21</b>
8	351689	S	137207	S	140.00	35	33
<b>10</b>	<b>351696</b>	<b>S</b>	<b>137160</b>	<b>S</b>	<b>204.00</b>	<b>50</b>	<b>48</b>
12	351702	S	137177	S	249.00	75	59

**UT CAPS / TAPT 2-INCH IPT SEE NOTE**

4	351719	S	137238	S	103.00	15	14
<b>6</b>	<b>351726</b>	<b>S</b>	<b>137245</b>	<b>S</b>	<b>127.00</b>	<b>20</b>	<b>21</b>
8	351733	S	137252	S	180.00	35	33
<b>10</b>	<b>351740</b>	<b>S</b>	<b>137214</b>	<b>S</b>	<b>244.00</b>	<b>50</b>	<b>48</b>
12	351757	S	137221	S	289.00	75	59

S = From Stock to 2 weeks

N = Non-Stock; Check for availability. All weights exclude accessories

NOTE: All fittings furnished with Tyton® gaskets.

®Registered Trademark of U.S. Pipe &amp; Foundry

Restraining lugs are provided only  
on sizes 12" and smaller.

NOTE - For Tapped Tees, Plugs and Caps Only: We stock 2" IPT Taps only. For all tap sizes other than 2" IPT up to a 4" maximum add \$250.00 to the list price shown for corresponding 2" tapped fitting. Special tapped fittings are non-cancellable and non-returnable. Contact CSR for details

**FLANGED C110 CEMENT LINED****LP-5091****Tyler Union Ductile Iron C110 Flanged Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>90° (1/4) BEND FLANGED</b>							
2	382898	S	131809	S	104.00	14	16
3	<b>121619</b>	<b>S</b>	<b>131847</b>	<b>S</b>	<b>136.00</b>	<b>26</b>	<b>29</b>
4	121633	S	131922	S	203.00	44	45
6	<b>121695</b>	<b>S</b>	<b>132028</b>	<b>S</b>	<b>300.00</b>	<b>68</b>	<b>71</b>
8	121756	S	132103	S	492.00	115	116
10	<b>121817</b>	<b>S</b>	<b>131625</b>	<b>S</b>	<b>768.00</b>	<b>164</b>	<b>181</b>
12	121893	S	131724	S	984.00	236	231
14	<b>121916</b>	<b>S</b>	<b>133124</b>	<b>S</b>	<b>1339.00</b>	<b>387</b>	<b>298</b>
16	121930	S	133209	S	1687.00	478	375
18	<b>121978</b>	<b>S</b>	<b>133247</b>	<b>S</b>	<b>2282.00</b>	<b>527</b>	<b>456</b>
20	122012	S	133261	S	2844.00	878	569
24	<b>122036</b>	<b>S</b>	<b>133308</b>	<b>S</b>	<b>5235.00</b>	<b>1257</b>	<b>910</b>
30	122050	N	131366	S	7675.00	1755	1396
36			<b>045472</b>	<b>S</b>	<b>11980.00</b>		<b>2178</b>
42			045434	S	18330.00		3055
48			045397	S	24570.00		4095

**90° (1/4) BASE BEND FLANGED**

3	122210	S	131380	S	166.00	38	35
4	<b>122234</b>	<b>S</b>	<b>131403</b>	<b>S</b>	<b>248.00</b>	<b>55</b>	<b>55</b>
6	122296	S	131427	S	398.00	83	85
8	<b>122357</b>	<b>S</b>	<b>131441</b>	<b>S</b>	<b>675.00</b>	<b>141</b>	<b>145</b>
10	122456	S	097525	S	893.00	203	210
12	<b>122593</b>	<b>S</b>	<b>097549</b>	<b>S</b>	<b>1288.00</b>	<b>303</b>	<b>300</b>
14	122616	N	098805	S	1620.00	400	360
16	<b>122630</b>	<b>S</b>	<b>098829</b>	<b>S</b>	<b>2003.00</b>	<b>505</b>	<b>445</b>
18	122654	N	098843	S	2825.00	645	565
20	<b>122678</b>	<b>N</b>	<b>098867</b>	<b>S</b>	<b>3610.00</b>	<b>805</b>	<b>700</b>
24	122692	N	098881	S	5923.00	1215	1030
30	<b>122715</b>	<b>N</b>	<b>097266</b>	<b>S</b>	<b>8938.00</b>	<b>1945</b>	<b>1625</b>
36				N	13118.00		2385
42				N	20790.00		3465
48			460503	N	27660.00		4610

**90° (1/4) REDUCING BEND FLANGED**

4x3	121657	S	131946	S	131.00	35	29
6x3		N			CALL	55	
6x4	<b>121671</b>	<b>S</b>	<b>132042</b>	<b>S</b>	<b>234.00</b>	<b>58</b>	<b>55</b>
6x5		N			CALL	60	
8x4	121718	S	097761	S	319.00	75	75
8x5		N			CALL	82	
8x6	<b>121732</b>	<b>S</b>	<b>132110</b>	<b>S</b>	<b>361.00</b>	<b>90</b>	<b>85</b>
10x4		N			CALL	105	
10x6	121770	S	131649	S	574.00	126	135
10x8	<b>121794</b>	<b>S</b>	<b>131663</b>	<b>S</b>	<b>638.00</b>	<b>150</b>	<b>150</b>
12x4		N			CALL	160	
12x6	121831	S	131762	S	680.00	165	160
12x8	<b>121855</b>	<b>S</b>	<b>131786</b>	<b>S</b>	<b>765.00</b>	<b>191</b>	<b>180</b>
12x10	121879	S	131748	S	893.00	218	210
14x6		N			CALL	230	
14x8		N			CALL	240	
14x10		N			CALL	280	

**FLANGED C110 CEMENT LINED****Tyler Union Ductile Iron C110 Flanged Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**90° (1/4) REDUCING BEND FLANGED (Cont)**

14x12		N			CALL	320	
<b>16x8</b>		<b>N</b>			<b>CALL</b>	<b>300</b>	
16x10		N			CALL	340	
<b>16x12</b>		<b>N</b>			<b>CALL</b>	<b>380</b>	
16x14		N			CALL	420	
<b>18x12</b>		<b>N</b>			<b>CALL</b>	<b>440</b>	
18x14		N			CALL	480	
<b>18x16</b>		<b>N</b>			<b>CALL</b>	<b>540</b>	
20x12		N			CALL	570	
<b>20x14</b>		<b>N</b>			<b>CALL</b>	<b>520</b>	
20x16		N			CALL	640	
<b>20x18</b>		<b>N</b>			<b>CALL</b>	<b>680</b>	
24x14		N			CALL	865	
<b>24x16</b>		<b>N</b>			<b>CALL</b>	<b>880</b>	
24x18		N			CALL	930	
<b>24x20</b>		<b>N</b>			<b>CALL</b>	<b>1010</b>	

**90° (1/4) REDUCING BASE BEND FLANGED WITH BASE UNDER LARGE END**

4x3	122258	N			195.00	43	
<b>6x4</b>	<b>122319</b>	<b>N</b>			<b>319.00</b>	<b>75</b>	
8x4	122371	N			489.00	115	
<b>8x6</b>	<b>122395</b>	<b>N</b>			<b>553.00</b>	<b>130</b>	
10x6	122432	N			745.00	175	
<b>10x8</b>	<b>122494</b>	<b>N</b>			<b>832.00</b>	<b>196</b>	
12x6	122555	N			978.00	230	
<b>12x8</b>	<b>122531</b>	<b>N</b>			<b>1084.00</b>	<b>255</b>	
12x10	122579	N			1211.00	285	
<b>14x6</b>		<b>N</b>			<b>CALL</b>	<b>300</b>	
14x8		N			CALL	310	
<b>14x10</b>		<b>N</b>			<b>CALL</b>	<b>350</b>	
14x12		N			CALL	390	
<b>16x8</b>		<b>N</b>			<b>CALL</b>	<b>375</b>	
16x10		N			CALL	415	
<b>16x12</b>		<b>N</b>			<b>CALL</b>	<b>455</b>	
18x12		N			CALL	555	
<b>18x16</b>		<b>N</b>			<b>CALL</b>	<b>655</b>	
20x12		N			CALL	640	
<b>20x16</b>		<b>N</b>			<b>CALL</b>	<b>760</b>	
24x16		N			CALL	1010	
<b>24x18</b>		<b>N</b>			<b>CALL</b>	<b>1060</b>	
24x20		N			CALL	1140	

**90° (1/4) REDUCING BASE BEND FLANGED WITH BASE UNDER SMALL END**

4x3	122272	N			203.00	45	
<b>6x4</b>	<b>122333</b>	<b>N</b>			<b>319.00</b>	<b>75</b>	
8x4	245360	N			502.00	115	
<b>8x6</b>	<b>122418</b>	<b>N</b>			<b>553.00</b>	<b>130</b>	
10x6	122470	N			723.00	170	
<b>10x8</b>	<b>341550</b>	<b>N</b>			<b>782.00</b>	<b>195</b>	
12x6	334712	N			978.00	230	
<b>12x8</b>	<b>284475</b>	<b>N</b>			<b>1084.00</b>	<b>255</b>	

S = From Stock to 2 weeks \* N = Non-Stock; Check for availability.

**FLANGED C110 CEMENT LINED****LP-5091****Tyler Union Ductile Iron C110 Flanged Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**90° (1/4) REDUCING BASE BEND FLANGED WITH BASE UNDER SMALL END (Con't)**

12x10	298236	N			1211.00	285	
<b>14x6</b>		<b>N</b>			<b>CALL</b>	<b>300</b>	
14x8		N			CALL	310	
<b>14x10</b>		<b>N</b>			<b>CALL</b>	<b>350</b>	
14x12		N			CALL	390	
<b>16x8</b>		<b>N</b>			<b>CALL</b>	<b>375</b>	
16x10		N			CALL	415	
<b>16x12</b>		<b>N</b>			<b>CALL</b>	<b>455</b>	
18x12		N			CALL	555	
<b>18x16</b>		<b>N</b>			<b>CALL</b>	<b>655</b>	
20x12		N			CALL	640	
<b>20x16</b>		<b>N</b>			<b>CALL</b>	<b>760</b>	
24x16		N			CALL	1010	
<b>24x18</b>		<b>N</b>			<b>CALL</b>	<b>1060</b>	
24x20		N			CALL	1140	

**90° (1/4) LONG RADIUS BEND FLANGED**

3	122739	S	131502	S	143.00	32	30
<b>4</b>	<b>122753</b>	<b>S</b>	<b>131526</b>	<b>S</b>	<b>225.00</b>	<b>50</b>	<b>50</b>
6	122777	S	131540	S	389.00	80	80
<b>8</b>	<b>122791</b>	<b>S</b>	<b>131564</b>	<b>S</b>	<b>647.00</b>	<b>154</b>	<b>140</b>
10	122814	S	131465	S	914.00	230	215
<b>12</b>	<b>122838</b>	<b>S</b>	<b>131489</b>	<b>S</b>	<b>1381.00</b>	<b>325</b>	<b>325</b>
12x6	449782	N			956.00	225	
14	122852	N	098904	S	1733.00	450	385
<b>16</b>	<b>122876</b>	<b>S</b>	<b>098928</b>	<b>S</b>	<b>2273.00</b>	<b>730</b>	<b>505</b>
18		N			CALL	840	
<b>20</b>	<b>451099</b>	<b>N</b>			<b>5400.00</b>	<b>1080</b>	
24		N			CALL	1640	

**90° (1/4) REDUCING LONG RADIUS BEND FLANGED**

6x4		N			CALL	70	
<b>8x4</b>		<b>N</b>			<b>CALL</b>	<b>100</b>	
8x6		N			CALL	120	
<b>10x6</b>		<b>N</b>			<b>CALL</b>	<b>170</b>	
10x8		N			CALL	195	
<b>12x6</b>		<b>N</b>			<b>CALL</b>	<b>225</b>	
12x8		N			CALL	260	
<b>14x8</b>		<b>N</b>			<b>CALL</b>	<b>330</b>	
14x12		N			CALL	425	
<b>16x8</b>		<b>N</b>			<b>CALL</b>	<b>420</b>	
16x12		N			CALL	530	
<b>18x12</b>		<b>N</b>			<b>CALL</b>	<b>635</b>	
18x16		N			CALL	775	
<b>20x16</b>		<b>N</b>			<b>CALL</b>	<b>915</b>	
24x16		N			CALL	1300	
<b>24x20</b>		<b>N</b>			<b>CALL</b>	<b>1430</b>	

**FLANGED C110 CEMENT LINED****Tyler Union Ductile Iron C110 Flanged Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**90° (1/4) LONG RADIUS BASE BEND FLANGED**

3	122890	N			195.00	35	
4	<b>122913</b>	<b>N</b>			<b>270.00</b>	<b>60</b>	
6	122937	S			391.00	92	
8	<b>122951</b>	<b>N</b>			<b>850.00</b>	<b>200</b>	
10	122975	N	131373	S	1169.00	275	420
12	<b>122999</b>	<b>N</b>	<b>034100</b>	<b>S</b>	<b>1772.00</b>	<b>409</b>	<b>420</b>
14	123019	N			2610.00	580	
16	<b>123033</b>	<b>N</b>			<b>3870.00</b>	<b>860</b>	
18		N			CALL	935	
20		N			CALL	<b>1165</b>	
24		N			CALL	1725	

**90° (1/4) REDUCING LONG RADIUS BASE BEND, BASE UNDER SMALL END FLANGED**

8x4		N			CALL	160	
<b>8x6</b>		<b>N</b>			<b>CALL</b>	<b>180</b>	
10x6		N			CALL	235	
<b>10x8</b>		<b>N</b>			<b>CALL</b>	<b>260</b>	
12x6		N			CALL	310	
<b>12x8</b>		<b>N</b>			<b>CALL</b>	<b>345</b>	
14x8		N			CALL	425	
<b>16x8</b>		<b>N</b>			<b>CALL</b>	<b>530</b>	
16x12		N			CALL	640	
<b>18x12</b>		<b>N</b>			<b>CALL</b>	<b>790</b>	
20x16		N			CALL	1075	
<b>24x16</b>		<b>N</b>			<b>CALL</b>	<b>1475</b>	
24x18		N			CALL	1500	
<b>24x20</b>		<b>N</b>			<b>CALL</b>	<b>1605</b>	

**90° (1/4) SIDE OUTLET BEND FLANGED**

4		N			CALL	60	
<b>6</b>		<b>N</b>			<b>CALL</b>	<b>96</b>	
8		N			CALL	150	
<b>10</b>		<b>N</b>			<b>CALL</b>	<b>240</b>	
12		N			CALL	340	
<b>14</b>		<b>N</b>			<b>CALL</b>	<b>470</b>	
16		N			CALL	620	
<b>18</b>		<b>N</b>			<b>CALL</b>	<b>760</b>	
20		N			CALL	970	
<b>24</b>		<b>N</b>			<b>CALL</b>	<b>1510</b>	

**90° (1/4) FLANGExFLARE ELL**

3	123118	N	097686	S	143.00	25	30
4	<b>123132</b>	<b>S</b>	<b>097709</b>	<b>S</b>	<b>203.00</b>	<b>40</b>	<b>45</b>
6	123156	S	097723	S	298.00	70	75
8	<b>123170</b>	<b>S</b>	<b>097747</b>	<b>S</b>	<b>510.00</b>	<b>118</b>	<b>120</b>
10	123194	S	097587	S	829.00	175	195
12	<b>123217</b>	<b>S</b>	<b>097624</b>	<b>S</b>	<b>1169.00</b>	<b>245</b>	<b>275</b>
14	123231	N	098966	S	1530.00	450	340
16	<b>123255</b>	<b>N</b>	<b>098980</b>	<b>S</b>	<b>2070.00</b>	<b>700</b>	<b>460</b>

**FLANGED C110 CEMENT LINED****LP-5091****Tyler Union Ductile Iron C110 Flanged Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**90° (1/4) FLANGExFLARE ELL (Con't)**

18	123279	N	099048	S	2800.00	685	560
<b>20</b>	<b>333326</b>	<b>N</b>	<b>099123</b>	<b>S</b>	<b>3500.00</b>	<b>860</b>	<b>700</b>
24	123293	N	099185	S	6325.00	1195	1100
<b>30</b>		<b>N</b>			<b>CALL</b>	<b>1565</b>	

**90° (1/4) FLANGExFLARE LONG RADIUS BEND FLANGED**

6		N			CALL	91	
<b>8</b>		<b>N</b>			<b>CALL</b>	<b>145</b>	
10		N			CALL	225	
<b>12</b>		<b>N</b>			<b>CALL</b>	<b>225</b>	
14		N			CALL	445	
<b>16</b>		<b>N</b>			<b>CALL</b>	<b>700</b>	
18		N			CALL	765	
<b>20</b>		<b>N</b>			<b>CALL</b>	<b>990</b>	
24		N			CALL	1340	

**45° (1/8) BEND FLANGED**

3	123316	S	131823	S	105.00	20	20
<b>4</b>	<b>123330</b>	<b>S</b>	<b>131908</b>	<b>S</b>	<b>181.00</b>	<b>40</b>	<b>40</b>
6	123354	S	132004	S	264.00	55	55
<b>8</b>	<b>123378</b>	<b>S</b>	<b>132097</b>	<b>S</b>	<b>407.00</b>	<b>91</b>	<b>90</b>
10	123392	S	131601	S	647.00	130	130
<b>12</b>	<b>123415</b>	<b>S</b>	<b>131700</b>	<b>S</b>	<b>829.00</b>	<b>195</b>	<b>195</b>
14	123439	S	133100	S	1042.00	245	220
<b>16</b>	<b>123453</b>	<b>S</b>	<b>133186</b>	<b>S</b>	<b>1324.00</b>	<b>315</b>	<b>280</b>
18	123477	S	133223	S	1625.00	422	325
<b>20</b>	<b>123491</b>	<b>S</b>	<b>099109</b>	<b>S</b>	<b>2425.00</b>	<b>485</b>	<b>430</b>
24	123514	N	133285	S	3803.00	541	630
<b>30</b>	<b>123538</b>	<b>N</b>	<b>097280</b>	<b>S</b>	<b>6160.00</b>	<b>1335</b>	<b>1120</b>
36			045489	S	9653.00		1755
<b>42</b>			<b>045441</b>	<b>S</b>	<b>15600.00</b>		<b>2600</b>
48			045403	S	21480.00		3580

**22½° (1/16) BEND FLANGED**

3	123590	N	097662	S	95.00	22	20
<b>4</b>	<b>123613</b>	<b>S</b>	<b>131885</b>	<b>S</b>	<b>179.00</b>	<b>40</b>	<b>40</b>
6	123637	S	131984	S	253.00	58	55
<b>8</b>	<b>123651</b>	<b>S</b>	<b>132080</b>	<b>S</b>	<b>398.00</b>	<b>88</b>	<b>90</b>
10	123675	S	131588	S	618.00	130	135
<b>12</b>	<b>123699</b>	<b>S</b>	<b>131687</b>	<b>S</b>	<b>890.00</b>	<b>195</b>	<b>205</b>
14	123712	N	098942	S	1013.00	250	225
<b>16</b>	<b>123736</b>	<b>N</b>	<b>133162</b>	<b>S</b>	<b>1369.00</b>	<b>417</b>	<b>285</b>
18	123750	N	099024	S	1675.00	402	335
<b>20</b>	<b>123774</b>	<b>N</b>	<b>099086</b>	<b>S</b>	<b>2175.00</b>	<b>505</b>	<b>435</b>
24	123798	N	099161	S	3680.00	528	640
<b>30</b>	<b>247401</b>	<b>N</b>	<b>097327</b>	<b>S</b>	<b>6243.00</b>	<b>1385</b>	<b>1135</b>
36			045496	S	9845.00		1790
<b>42</b>			<b>045458</b>	<b>S</b>	<b>15990.00</b>		<b>2665</b>
48			045410	S	21990.00		3665

**FLANGED C110 CEMENT LINED****Tyler Union Ductile Iron C110 Flanged Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>11 1/4° (1/32) BEND FLANGED</b>							
3	123811	N	097648	S	95.00	20	20
4	<b>123835</b>	<b>S</b>	<b>131861</b>	<b>S</b>	<b>179.00</b>	<b>40</b>	<b>40</b>
6	123859	S	131960	S	262.00	56	55
8	<b>123873</b>	<b>S</b>	<b>132066</b>	<b>S</b>	<b>403.00</b>	<b>88</b>	<b>90</b>
10	123897	S	097563	S	574.00	130	135
12	<b>123910</b>	<b>S</b>	<b>097600</b>	<b>S</b>	<b>871.00</b>	<b>193</b>	<b>205</b>
14	123934	N	133087	S	1052.00	225	225
16	<b>123958</b>	<b>N</b>	<b>133148</b>	<b>S</b>	<b>1283.00</b>	<b>398</b>	<b>285</b>
18	123972	N	099000	S	1675.00	385	335
20	<b>123996</b>	<b>N</b>	<b>099062</b>	<b>S</b>	<b>2175.00</b>	<b>505</b>	<b>435</b>
24	124016	N	099147	S	3866.00	760	645
30	<b>124030</b>	<b>N</b>	<b>097303</b>	<b>S</b>	<b>6325.00</b>	<b>1395</b>	<b>1150</b>
36			045502	S	9928.00		1805
42			<b>045465</b>	<b>S</b>	<b>16080.00</b>		<b>2680</b>
48			045427	S	22170.00		3695

**WYE FLANGED****(Not included in AWWA Standard C110)**

3	126263	S	098720	S	214.00	49	45
4x3	<b>126287</b>	<b>N</b>	<b>098744</b>	<b>S</b>	<b>293.00</b>	<b>68</b>	<b>65</b>
4	126300	S	133001	S	345.00	76	75
6x4	<b>126348</b>	<b>N</b>	<b>098768</b>	<b>S</b>	<b>489.00</b>	<b>106</b>	<b>115</b>
6	126362	S	133025	S	525.00	119	120
8x4	<b>126386</b>	<b>S</b>	<b>098782</b>	<b>S</b>	<b>765.00</b>	<b>153</b>	<b>180</b>
8x6	126409	S	133063	S	768.00	188	189
8	<b>126423</b>	<b>S</b>	<b>133049</b>	<b>S</b>	<b>862.00</b>	<b>201</b>	<b>200</b>
10x4	126447	S	098584	S	1105.00	232	260
10x6	<b>126461</b>	<b>N</b>	<b>098607</b>	<b>S</b>	<b>1148.00</b>	<b>288</b>	<b>270</b>
10x8	126485	N	098621	S	1254.00	333	295
10	<b>126508</b>	<b>S</b>	<b>132967</b>	<b>S</b>	<b>1359.00</b>	<b>349</b>	<b>335</b>
12x4	126522	N	098669	S	1615.00	355	380
12x6	<b>126546</b>	<b>N</b>	<b>098683</b>	<b>S</b>	<b>1679.00</b>	<b>370</b>	<b>395</b>
12x8	126560	N	098706	S	1785.00	395	420
12x10	<b>126584</b>	<b>N</b>	<b>098645</b>	<b>S</b>	<b>1934.00</b>	<b>420</b>	<b>455</b>
12	126607	S	132981	S	2043.00	460	515
14x6	<b>126621</b>	<b>N</b>	<b>355380</b>	<b>S</b>	<b>2340.00</b>	<b>604</b>	<b>520</b>
14x8	126645	N	355397	S	2453.00	638	545
14x10	<b>126669</b>	<b>N</b>	<b>355366</b>	<b>S</b>	<b>2363.00</b>	<b>555</b>	<b>525</b>
14x12	126683	N	355373	S	2790.00	600	620
14	<b>126706</b>	<b>N</b>	<b>355359</b>	<b>S</b>	<b>2723.00</b>	<b>740</b>	<b>605</b>
16x6	126720	N	355434	S	2790.00	655	620
16x8	<b>126744</b>	<b>N</b>	<b>355441</b>	<b>S</b>	<b>3195.00</b>	<b>680</b>	<b>710</b>
16x10	126768	N	355403	S	3330.00	715	740
16x12	<b>126782</b>	<b>N</b>	<b>355410</b>	<b>S</b>	<b>3218.00</b>	<b>755</b>	<b>715</b>
16x14	126805	N	355427	S	3735.00	800	830
16	<b>126829</b>	<b>N</b>	<b>133704</b>	<b>S</b>	<b>3623.00</b>	<b>850</b>	<b>805</b>
18x8	126843	N	355519	S	3125.00	820	625
18x10	<b>126867</b>	<b>N</b>	<b>355465</b>	<b>S</b>	<b>4425.00</b>	<b>855</b>	<b>885</b>
18x12	126881	N	355472	S	4650.00	895	930
18x14	<b>126904</b>	<b>N</b>	<b>355496</b>	<b>S</b>	<b>4875.00</b>	<b>940</b>	<b>975</b>
18x16	126928	N	355502	S	5125.00	990	1025
18	<b>126942</b>	<b>N</b>	<b>355458</b>	<b>S</b>	<b>4900.00</b>	<b>1035</b>	<b>980</b>

**FLANGED C110 CEMENT LINED****LP-5091****Tyler Union Ductile Iron C110 Flanged Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>WYE FLANGED (Con't) (Not included in AWWA Standard C110)</b>							
20x10	126966	N	355533	S	4025.00	1095	805
<b>20x12</b>	<b>126980</b>	<b>N</b>	<b>355540</b>	<b>S</b>	<b>5550.00</b>	<b>1130</b>	<b>1110</b>
20x14	127000	N	355557	S	6075.00	1170	1215
<b>20x16</b>	<b>127024</b>	<b>N</b>	<b>355564</b>	<b>S</b>	<b>6350.00</b>	<b>1220</b>	<b>1270</b>
20	127048	N	355526	S	6325.00	1345	1265
<b>24x12</b>		<b>N</b>			<b>CALL</b>	<b>1250</b>	
24x14		N			CALL	1810	
<b>24x16</b>	<b>447764</b>	<b>N</b>	<b>447788</b>	<b>N</b>	<b>10868.00</b>	<b>1890</b>	<b>1890</b>
24x18		N			CALL	1950	
<b>24x20</b>		<b>N</b>			<b>CALL</b>	<b>2040</b>	
24	<b>373339</b>	<b>N</b>	<b>355571</b>	<b>S</b>	<b>10954.00</b>	<b>2020</b>	<b>1905</b>
30x12		N			CALL	1875	
<b>30x14</b>		<b>N</b>			<b>CALL</b>	<b>1910</b>	
30x16		N			CALL	2765	
<b>30x18</b>		<b>N</b>			<b>CALL</b>	<b>2820</b>	
30x20		N			CALL	2895	
<b>30x24</b>		<b>N</b>			<b>CALL</b>	<b>3045</b>	
30		<b>N</b>			<b>CALL</b>	<b>3285</b>	
36				<b>N</b>	<b>CALL</b>		<b>5740</b>

**FLANGE TRUE WYE**

4x4x4	127062	S	098485	S	248.00	49	55
<b>6x4x4</b>	<b>127086</b>	<b>S</b>	<b>098522</b>	<b>S</b>	<b>255.00</b>	<b>75</b>	<b>60</b>
6x6x6	127109	S	098508	S	361.00	84	85
<b>8x4x4</b>		<b>N</b>			<b>CALL</b>	<b>85</b>	
<b>8x6x6</b>	<b>127123</b>	<b>N</b>	<b>098560</b>	<b>S</b>	<b>425.00</b>	<b>134</b>	<b>100</b>
8x8x8	127147	N	098546	S	595.00	144	140
<b>10x6x6</b>		<b>N</b>			<b>CALL</b>	<b>140</b>	
10x8x8		N			CALL	155	
10		<b>N</b>			<b>CALL</b>	<b>220</b>	
12x8x8		N			CALL	210	
12		<b>N</b>			<b>CALL</b>	<b>315</b>	

**TEE FLANGED**

2	382928	N	132776	S	130.00	20	20
<b>3x2*</b>	<b>124078</b>	<b>S</b>	<b>132790</b>	<b>S</b>	<b>166.00</b>	<b>34</b>	<b>35</b>
3	124092	S	132783	S	194.00	42	40
<b>4x3x3*</b>	<b>125358</b>	<b>S</b>			<b>252.00</b>	<b>53</b>	
4x2	124115	S	132813	S	225.00	50	50
<b>4x3</b>	<b>124139</b>	<b>S</b>	<b>132820</b>	<b>S</b>	<b>270.00</b>	<b>54</b>	<b>60</b>
4x4x6*	125785	S			405.00	90	
4	<b>124153</b>	<b>S</b>	<b>132806</b>	<b>S</b>	<b>293.00</b>	<b>66</b>	<b>65</b>
6x4x4*	125372	S	098348	S	383.00	85	85
<b>6x4x6*</b>	<b>125396</b>	<b>S</b>	<b>098362</b>	<b>S</b>	<b>383.00</b>	<b>90</b>	<b>90</b>
6x6x8*	125808	S	098386	S	604.00	140	140
6x2	<b>124177</b>	<b>S</b>	<b>098324</b>	<b>S</b>	<b>328.00</b>	<b>85</b>	<b>85</b>
6x3	124191	S	132844	S	361.00	86	85
6x4	<b>124214</b>	<b>S</b>	<b>132868</b>	<b>S</b>	<b>383.00</b>	<b>90</b>	<b>90</b>
6	124238	S	132837	S	440.00	95	95
<b>8x6x4*</b>	<b>125419</b>	<b>N</b>	<b>098409</b>	<b>S</b>	<b>531.00</b>	<b>130</b>	<b>125</b>

S = From Stock to 2 weeks • N = Non-Stock; Check for availability.

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

65

Confidential

McWane-014306

CX 2358-065

**FLANGED C110 CEMENT LINED****Tyler Union Ductile Iron C110 Flanged Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>TEE FLANGED (Con't)</b>							
8x6x6*	125433	S	098423	S	574.00	148	135
<b>8x6x8*</b>	<b>125457</b>	<b>S</b>	<b>098447</b>	<b>S</b>	<b>616.00</b>	<b>154</b>	<b>145</b>
8x8x10*	125822	S	098461	S	1105.00	260	260
<b>8x8x12*</b>	<b>125846</b>	<b>N</b>			<b>1177.00</b>	<b>310</b>	
8x3	124252	S	132905	S	548.00	128	129
<b>8x4</b>	<b>124276</b>	<b>S</b>	<b>132929</b>	<b>S</b>	<b>595.00</b>	<b>140</b>	<b>140</b>
8x6	124290	S	132943	S	637.00	147	145
<b>8</b>	<b>124313</b>	<b>S</b>	<b>132882</b>	<b>S</b>	<b>736.00</b>	<b>168</b>	<b>155</b>
10x6x6*	125471	N			1180.00	278	
<b>10x6x10*</b>	<b>125518</b>	<b>N</b>			<b>1308.00</b>	<b>308</b>	
10x8x6*	125532	N			1265.00	280	
<b>10x8x8*</b>	<b>125556</b>	<b>N</b>			<b>1182.00</b>	<b>295</b>	
10x8x10*	125570	N			1288.00	303	
<b>10x4</b>	<b>124337</b>	<b>S</b>	<b>132691</b>	<b>S</b>	<b>866.00</b>	<b>215</b>	<b>205</b>
10x6	124351	S	132707	S	899.00	216	215
<b>10x8</b>	<b>124375</b>	<b>S</b>	<b>132714</b>	<b>S</b>	<b>946.00</b>	<b>233</b>	<b>225</b>
10	124399	S	132684	S	1100.00	270	270
<b>10x10x12*</b>	<b>125860</b>	<b>N</b>			<b>1432.00</b>	<b>337</b>	
12x6x6*	333173	N			1469.00	346	
<b>12x6x8*</b>	<b>125600</b>	<b>N</b>			<b>1537.00</b>	<b>362</b>	
<b>12x8x6*</b>	<b>125648</b>	<b>N</b>			<b>1509.00</b>	<b>355</b>	
12x8x8*	125662	N			1594.00	375	
<b>12x8x12*</b>	<b>125686</b>	<b>N</b>			<b>1785.00</b>	<b>420</b>	
12x10x6*	125709	N			1658.00	390	
<b>12x10x8*</b>	<b>125723</b>	<b>N</b>			<b>1700.00</b>	<b>400</b>	
12x10x10*	125747	N			1785.00	420	
<b>12x10x12*</b>	<b>125761</b>	<b>N</b>			<b>1870.00</b>	<b>440</b>	
12x4	124412	S	132745	S	1218.00	301	290
<b>12x6</b>	<b>124436</b>	<b>S</b>	<b>132752</b>	<b>S</b>	<b>1237.00</b>	<b>295</b>	<b>295</b>
12x8	124450	S	132769	S	1302.00	331	310
<b>12x10</b>	<b>124474</b>	<b>S</b>	<b>132738</b>	<b>S</b>	<b>1471.00</b>	<b>355</b>	<b>360</b>
12	124498	S	132721	S	1569.00	385	385
<b>14x4</b>	<b>124511</b>	<b>N</b>			<b>1823.00</b>	<b>405</b>	
14x6	124535	N	341574	S	1688.00	530	375
<b>14x8</b>	<b>124559</b>	<b>N</b>	<b>341581</b>	<b>S</b>	<b>1755.00</b>	<b>435</b>	<b>390</b>
14x10	124573	S	341482	S	1800.00	550	400
<b>14x12</b>	<b>124597</b>	<b>N</b>	<b>341529</b>	<b>S</b>	<b>1913.00</b>	<b>470</b>	<b>425</b>
14	124610	S	133544	S	2250.00	602	435
<b>16x4</b>	<b>124634</b>	<b>S</b>			<b>2250.00</b>	<b>500</b>	
16x6	124658	S	133629	S	2083.00	540	475
<b>16x8</b>	<b>124672</b>	<b>S</b>	<b>345114</b>	<b>S</b>	<b>2133.00</b>	<b>620</b>	<b>475</b>
16x10	124696	S	133582	S	2242.00	565	495
<b>16x12</b>	<b>124719</b>	<b>S</b>	<b>133605</b>	<b>S</b>	<b>2302.00</b>	<b>634</b>	<b>520</b>
16x14	124733	N	341758	S	2385.00	610	530
<b>16</b>	<b>124757</b>	<b>S</b>	<b>133568</b>	<b>S</b>	<b>2490.00</b>	<b>675</b>	<b>550</b>
18x6	124771	S	133667	S	2403.00	560	480
<b>18x8</b>	<b>124795</b>	<b>S</b>	<b>355076</b>	<b>S</b>	<b>2475.00</b>	<b>570</b>	<b>495</b>
18x10	124818	N	354987	S	2550.00	585	510
<b>18x12</b>	<b>124832</b>	<b>S</b>	<b>355007</b>	<b>S</b>	<b>2668.00</b>	<b>605</b>	<b>535</b>
18x14	124856	N	355021	S	3100.00	740	630
<b>18x16</b>	<b>124870</b>	<b>N</b>	<b>355052</b>	<b>S</b>	<b>3250.00</b>	<b>760</b>	<b>650</b>
18	124894	S	133643	S	3318.00	785	665

\* See catalog for laying lengths

**FLANGED C110 CEMENT LINED****LP-5091****Tyler Union Ductile Iron C110 Flanged Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>TEE FLANGED (Cont)</b>							
<b>20x6</b>	<b>124917</b>	<b>N</b>	<b>355205</b>	<b>S</b>	<b>3050.00</b>	<b>710</b>	<b>610</b>
20x8	124931	N	355229	S	3100.00	720	620
<b>20x10</b>	<b>124955</b>	<b>N</b>	<b>355090</b>	<b>S</b>	<b>3175.00</b>	<b>735</b>	<b>635</b>
20x12	124979	S	355113	S	3300.00	755	660
<b>20x14</b>	<b>124993</b>	<b>N</b>	<b>355137</b>	<b>S</b>	<b>3325.00</b>	<b>770</b>	<b>665</b>
20x16	125013	N	355151	S	4050.00	950	810
<b>20x18</b>	<b>382676</b>	<b>N</b>	<b>355168</b>	<b>S</b>	<b>4100.00</b>	<b>965</b>	<b>820</b>
20	125037	S	133674	S	4266.00	1005	1005
<b>24x6</b>	<b>125051</b>	<b>S</b>	<b>355335</b>	<b>S</b>	<b>4893.00</b>	<b>1000</b>	<b>845</b>
24x8	125075	S	355342	S	4945.00	1010	860
24x10	125099	N	355250	S	5060.00	1020	880
<b>24x12</b>	<b>125112</b>	<b>S</b>	<b>355267</b>	<b>S</b>	<b>5121.00</b>	<b>1125</b>	<b>890</b>
24x14	125136	S	355298	S	5134.00	1050	900
<b>24x16</b>	<b>125150</b>	<b>N</b>	<b>133698</b>	<b>S</b>	<b>5248.00</b>	<b>1070</b>	<b>915</b>
24x18	125174	N	355304	S	6889.00	1534	1220
<b>24x20</b>	<b>125198</b>	<b>N</b>	<b>355328</b>	<b>S</b>	<b>7216.00</b>	<b>1510</b>	<b>1255</b>
24	125211	S	133681	S	7657.00	1685	1330
<b>30x6</b>	<b>125235</b>	<b>N</b>			<b>9488.00</b>	<b>1725</b>	
30x8		N			CALL	1450	
<b>30x10</b>		<b>N</b>			<b>CALL</b>	<b>1465</b>	
30x12	125259	N	097464	S	7832.00	1780	1490
<b>30x14</b>		<b>N</b>			<b>CALL</b>	<b>1490</b>	
30x16		N			CALL	1505	
<b>30x18</b>	<b>125273</b>	<b>N</b>	<b>097488</b>	<b>S</b>	<b>8333.00</b>	<b>1815</b>	<b>1515</b>
<b>30x20</b>	<b>449751</b>	<b>N</b>			<b>8470.00</b>	<b>1540</b>	
30x24	125310	N	097501	S	11138.00	2475	2025
<b>30</b>	<b>125334</b>	<b>S</b>	<b>097440</b>	<b>S</b>	<b>11834.00</b>	<b>2615</b>	<b>2160</b>
36x12		N			CALL	2170	
<b>36x16</b>	<b>459330</b>	<b>N</b>			<b>12018.00</b>	<b>2185</b>	
36x18	459965	N			12045.00	2190	
<b>36x20</b>		<b>N</b>			<b>CALL</b>	<b>2145</b>	
<b>36x24</b>			<b>045625</b>	<b>S</b>	<b>12403.00</b>		<b>2255</b>
36x30			045618	S	16500.00		3000
<b>36</b>			<b>045601</b>	<b>S</b>	<b>17291.00</b>		<b>3160</b>
42x24			045595	S	19470.00		3245
<b>42x30</b>			<b>045588</b>	<b>S</b>	<b>24750.00</b>		<b>4125</b>
42x36			045571	S	32160.00		5360
<b>42</b>			<b>045564</b>	<b>S</b>	<b>33480.00</b>		<b>5580</b>
48x24			045557	S	26310.00		4385
<b>48x30</b>			<b>045540</b>	<b>S</b>	<b>26730.00</b>		<b>4455</b>
48x36			045533	S	33330.00		5555
<b>48x42</b>			<b>045526</b>	<b>S</b>	<b>43170.00</b>		<b>7195</b>
48			045519	S	44310.00		7385

**BASE TEE, FLANGED**

3	125907	N	098249	S	214.00	50	45
<b>4</b>	<b>125921</b>	<b>S</b>	<b>098263</b>	<b>S</b>	<b>338.00</b>	<b>70</b>	<b>75</b>
6x4		N			CALL	105	
6	125969	S	098287	S	468.00	115	110
<b>8x4</b>		<b>N</b>			<b>CALL</b>	<b>170</b>	
8x6		N			CALL	186	
<b>8</b>	<b>126041</b>	<b>N</b>	<b>098300</b>	<b>S</b>	<b>786.00</b>	<b>155</b>	<b>185</b>
10x4		N			CALL	235	

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

67

Confidential

McWane-014308

CX 2358-067

**FLANGED C110 CEMENT LINED****Tyler Union Ductile Iron C110 Flanged Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>BASE TEE, FLANGED (Con't)</b>							
<b>10x6</b>	<b>451419</b>	<b>N</b>			<b>1041.00</b>	<b>245</b>	
<b>10x8</b>		<b>N</b>			<b>CALL</b>	<b>255</b>	
10	126065	N	098201	S	1275.00	315	300
<b>12x4</b>		<b>N</b>			<b>CALL</b>	<b>335</b>	
12x6		N			CALL	340	
<b>12x8</b>		<b>N</b>			<b>CALL</b>	<b>355</b>	
12x10		N			CALL	405	
<b>12</b>	<b>126140</b>	<b>N</b>	<b>098225</b>	<b>S</b>	<b>1828.00</b>	<b>450</b>	<b>430</b>
14x4		N			CALL	475	
<b>14x6</b>		<b>N</b>			<b>CALL</b>	<b>425</b>	
14x8		N			CALL	485	
<b>14x10</b>		<b>N</b>			<b>CALL</b>	<b>500</b>	
14x12		N			CALL	520	
14	126188	N	341437	S	2183.00	550	485
<b>16x4</b>		<b>N</b>			<b>CALL</b>	<b>575</b>	
16x6		N			CALL	658	
<b>16x8</b>		<b>N</b>			<b>CALL</b>	<b>605</b>	
16x10		N			CALL	615	
<b>16x12</b>		<b>N</b>			<b>CALL</b>	<b>640</b>	
16x14		N			CALL	660	
<b>16</b>	<b>126201</b>	<b>N</b>	<b>341444</b>	<b>S</b>	<b>2700.00</b>	<b>685</b>	<b>600</b>
18x6		N			CALL	770	
<b>18x8</b>		<b>N</b>			<b>CALL</b>	<b>570</b>	
18x10		N			CALL	585	
<b>18x12</b>		<b>N</b>			<b>CALL</b>	<b>635</b>	
18x14		N			CALL	705	
<b>18x16</b>		<b>N</b>			<b>CALL</b>	<b>725</b>	
18	332725	N	341451	S	3700.00	855	740
<b>20x6</b>		<b>N</b>			<b>CALL</b>	<b>685</b>	
20x8		N			CALL	770	
<b>20x10</b>		<b>N</b>			<b>CALL</b>	<b>810</b>	
20x12		N			CALL	805	
<b>20x14</b>		<b>N</b>			<b>CALL</b>	<b>740</b>	
20x16		N			CALL	1025	
<b>20x18</b>		<b>N</b>			<b>CALL</b>	<b>895</b>	
<b>20</b>	<b>334699</b>	<b>N</b>	<b>341468</b>	<b>S</b>	<b>4650.00</b>	<b>1125</b>	<b>930</b>
<b>24x6</b>		<b>N</b>			<b>CALL</b>	<b>925</b>	
24x8		N			CALL	940	
<b>24x10</b>		<b>N</b>			<b>CALL</b>	<b>960</b>	
24x12		N			CALL	970	
<b>24x14</b>		<b>N</b>			<b>CALL</b>	<b>980</b>	
24x16		N			CALL	995	
<b>24x18</b>		<b>N</b>			<b>CALL</b>	<b>1300</b>	
24x20		N			CALL	1590	
24	334705	N	341475	S	8108.00	1715	1410
<b>30x8</b>		<b>N</b>			<b>CALL</b>	<b>1570</b>	
30x10		N			CALL	1585	
<b>30x12</b>		<b>N</b>			<b>CALL</b>	<b>1610</b>	
30x14		N			CALL	1610	
<b>30x16</b>		<b>N</b>			<b>CALL</b>	<b>1625</b>	
30x18		N			CALL	1635	
<b>30x20</b>		<b>N</b>			<b>CALL</b>	<b>1660</b>	
30x24		N			CALL	2145	
<b>30</b>		<b>N</b>			<b>CALL</b>	<b>2270</b>	

**FLANGED C110 CEMENT LINED****LP-5091****Tyler Union Ductile Iron C110 Flanged Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**TEE FLANGED WITH SIDE OUTLET**

4		N			CALL	82	
6	456742	N			574.00	135	
<b>8</b>	<b>455370</b>	<b>N</b>			<b>596.00</b>	<b>115</b>	
10		N			CALL	330	
<b>12</b>		<b>N</b>			<b>CALL</b>	<b>470</b>	
14		N			CALL	650	
<b>16</b>		<b>N</b>			<b>CALL</b>	<b>850</b>	
18		N			CALL	1040	
<b>20</b>		<b>N</b>			<b>CALL</b>	<b>1330</b>	
24		N			CALL	3080	

**CROSS FLANGED**

3	127161	S	097822	S	238.00	51	50
<b>4x3</b>	<b>127185</b>	<b>N</b>	<b>097846</b>	<b>S</b>	<b>315.00</b>	<b>76</b>	<b>70</b>
4	127208	S	132264	S	392.00	80	80
<b>6x3</b>	<b>127222</b>	<b>N</b>	<b>097860</b>	<b>S</b>	<b>404.00</b>	<b>95</b>	<b>95</b>
6x4	127246	S	132301	S	468.00	112	110
<b>6</b>	<b>127260</b>	<b>S</b>	<b>132288</b>	<b>S</b>	<b>603.00</b>	<b>125</b>	<b>120</b>
8x3	333166	N			595.00	140	
<b>8x4</b>	<b>127284</b>	<b>S</b>	<b>097884</b>	<b>S</b>	<b>659.00</b>	<b>155</b>	<b>155</b>
8x6	127307	S	132349	S	701.00	165	165
<b>8</b>	<b>127321</b>	<b>S</b>	<b>132325</b>	<b>S</b>	<b>904.00</b>	<b>203</b>	<b>195</b>
10x4	127345	N	097785	S	935.00	220	220
<b>10x6</b>	<b>127369</b>	<b>S</b>	<b>132141</b>	<b>S</b>	<b>1020.00</b>	<b>242</b>	<b>240</b>
10x8	127383	S	132165	S	1126.00	265	265
<b>10</b>	<b>127406</b>	<b>S</b>	<b>132127</b>	<b>S</b>	<b>1403.00</b>	<b>333</b>	<b>330</b>
12x4	333159	N	097808	S	1318.00	310	310
<b>12x6</b>	<b>127420</b>	<b>S</b>	<b>132226</b>	<b>S</b>	<b>1360.00</b>	<b>326</b>	<b>320</b>
12x8	127444	S	132240	S	1471.00	351	345
<b>12x10</b>	<b>127468</b>	<b>N</b>	<b>132202</b>	<b>S</b>	<b>1764.00</b>	<b>415</b>	<b>415</b>
12	127482	S	132189	S	1949.00	460	460
<b>14x6</b>	<b>333340</b>	<b>N</b>	<b>099246</b>	<b>S</b>	<b>1800.00</b>	<b>450</b>	<b>400</b>
14x8	127505	N	099260	S	1913.00	475	425
<b>14x12</b>	<b>127529</b>	<b>N</b>	<b>099222</b>	<b>S</b>	<b>2273.00</b>	<b>555</b>	<b>505</b>
14	127543	N	099208	S	2385.00	712	530
<b>16x6</b>	<b>127567</b>	<b>N</b>	<b>099345</b>	<b>S</b>	<b>2205.00</b>	<b>565</b>	<b>490</b>
16x8	127581	N	099369	S	2340.00	713	520
<b>16x10</b>	<b>127604</b>	<b>N</b>	<b>099307</b>	<b>S</b>	<b>2498.00</b>	<b>748</b>	<b>555</b>
16x12	127628	N	099321	S	2723.00	818	605
<b>16</b>	<b>127642</b>	<b>N</b>	<b>099284</b>	<b>S</b>	<b>2993.00</b>	<b>806</b>	<b>665</b>
18x12	127680	N	099406	S	3050.00	706	610
<b>18</b>	<b>127703</b>	<b>N</b>	<b>099383</b>	<b>S</b>	<b>3975.00</b>	<b>915</b>	<b>795</b>
20x12	127765	N	099444	S	3675.00	820	735
<b>20x16</b>	<b>127789</b>	<b>N</b>	<b>099468</b>	<b>S</b>	<b>4575.00</b>	<b>1065</b>	<b>915</b>
20	333333	N	099420	S	5075.00	1175	1015
<b>24x6</b>	<b>458289</b>	<b>N</b>			<b>6195.00</b>	<b>1180</b>	
<b>24x12</b>	<b>127802</b>	<b>S</b>	<b>099505</b>	<b>S</b>	<b>5040.00</b>	<b>1100</b>	<b>960</b>
24x14	127826	N	099529	S	5119.00	1125	975
<b>24x16</b>	<b>127840</b>	<b>N</b>	<b>099543</b>	<b>S</b>	<b>5303.00</b>	<b>1160</b>	<b>1010</b>
24x20	127864	N	099567	S	7508.00	1695	1430
<b>24</b>	<b>127888</b>	<b>N</b>	<b>099482</b>	<b>S</b>	<b>8243.00</b>	<b>1850</b>	<b>1570</b>
30x24	127901	N	097365	S	12348.00	2695	2245
<b>30</b>	<b>246053</b>	<b>N</b>	<b>097341</b>	<b>S</b>	<b>13750.00</b>	<b>2980</b>	<b>2500</b>

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

69

Confidential

McWane-014310

CX 2358-069

**FLANGED C110 CEMENT LINED****Tyler Union Ductile Iron C110 Flanged Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>ECCENTRIC REDUCER FLANGED</b>							
4x2	447801	N			117.00	26	
4x3	128847	S	132608	S	135.00	30	30
<b>6x3</b>	<b>250487</b>	<b>S</b>	<b>098065</b>	<b>S</b>	<b>170.00</b>	<b>45</b>	<b>40</b>
6x4	128861	S	132622	S	191.00	52	45
<b>6x5</b>		<b>N</b>			<b>CALL</b>	<b>50</b>	
<b>8x4</b>	<b>128885</b>	<b>S</b>	<b>132646</b>	<b>S</b>	<b>310.00</b>	<b>66</b>	<b>73</b>
8x5		N			CALL	71	
8x6	128908	S	132660	S	319.00	80	75
<b>10x4</b>	<b>447832</b>	<b>N</b>			<b>412.00</b>	<b>97</b>	
<b>10x6</b>	<b>128922</b>	<b>S</b>	<b>132509</b>	<b>S</b>	<b>395.00</b>	<b>98</b>	<b>93</b>
10x8	128946	S	132523	S	451.00	123	106
<b>12x4</b>		<b>N</b>			<b>531.00</b>	<b>125</b>	
<b>12x6</b>	<b>128960</b>	<b>S</b>	<b>132561</b>	<b>S</b>	<b>553.00</b>	<b>135</b>	<b>130</b>
12x8	128984	S	132585	S	616.00	149	145
<b>12x10</b>	<b>129004</b>	<b>S</b>	<b>132547</b>	<b>S</b>	<b>723.00</b>	<b>170</b>	<b>170</b>
14x6		N			CALL	180	
<b>14x8</b>		<b>N</b>			<b>CALL</b>	<b>200</b>	
14x12		N			CALL	250	
16x6	129028	N	316886	S	855.00	245	190
<b>16x8</b>	<b>129042</b>	<b>N</b>	<b>317128</b>	<b>S</b>	<b>945.00</b>	<b>230</b>	<b>210</b>
16x10	129066	N	299912	S	1058.00	255	235
<b>16x12</b>	<b>129080</b>	<b>N</b>	<b>299929</b>	<b>S</b>	<b>1193.00</b>	<b>332</b>	<b>265</b>
16x14	129103	N	300809	S	1260.00	377	280
<b>18x8</b>	<b>129127</b>	<b>N</b>	<b>341321</b>	<b>S</b>	<b>1200.00</b>	<b>310</b>	<b>240</b>
18x10	129141	N	341123	S	1325.00	305	265
<b>18x12</b>	<b>129165</b>	<b>N</b>	<b>341130</b>	<b>S</b>	<b>1475.00</b>	<b>325</b>	<b>295</b>
18x14	129189	N	341147	S	1550.00	335	310
<b>18x16</b>	<b>129202</b>	<b>N</b>	<b>341154</b>	<b>S</b>	<b>1700.00</b>	<b>335</b>	<b>340</b>
20x10	129226	N	341338	S	1550.00	350	310
<b>20x12</b>	<b>129240</b>	<b>N</b>	<b>341345</b>	<b>S</b>	<b>1725.00</b>	<b>370</b>	<b>345</b>
20x14	129264	N	341352	S	1765.00	402	355
<b>20x16</b>	<b>129288</b>	<b>N</b>	<b>341369</b>	<b>S</b>	<b>1950.00</b>	<b>449</b>	<b>390</b>
20x18	129301	N	341376	S	2050.00	455	410
<b>24x12</b>	<b>129325</b>	<b>N</b>	<b>341383</b>	<b>S</b>	<b>2760.00</b>	<b>601</b>	<b>480</b>
24x14	129349	N	341390	S	2818.00	570	490
<b>24x16</b>	<b>129363</b>	<b>N</b>	<b>341406</b>	<b>S</b>	<b>3019.00</b>	<b>614</b>	<b>525</b>
24x18	129387	N	341413	S	3163.00	638	550
<b>24x20</b>	<b>129400</b>	<b>N</b>	<b>341420</b>	<b>S</b>	<b>3393.00</b>	<b>637</b>	<b>590</b>
42x24			045748	S	10920.00		1810
<b>42x30</b>			<b>045731</b>	<b>S</b>	<b>12360.00</b>		<b>2060</b>
42x36			045724	S	14070.00		2345
<b>48x30</b>			<b>045717</b>	<b>S</b>	<b>15690.00</b>		<b>2615</b>
48x36			045700	S	17640.00		2940
<b>48x42</b>			<b>045694</b>	<b>S</b>	<b>19920.00</b>		<b>3320</b>

**FLANGED C110 CEMENT LINED****LP-5091****Tyler Union Ductile Iron C110 Flanged Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>CONCENTRIC REDUCER FLANGED</b>							
3x2	127925	S	132424	S	76.00	16	16
<b>4x2</b>	<b>127949</b>	<b>S</b>	<b>132431</b>	<b>S</b>	<b>113.00</b>	<b>25</b>	<b>25</b>
4x3	127963	S	132448	S	139.00	30	30
<b>6x2</b>	<b>127987</b>	<b>S</b>	<b>098027</b>	<b>S</b>	<b>149.00</b>	<b>36</b>	<b>35</b>
6x3	128007	S	132455	S	170.00	40	40
<b>6x4</b>	<b>128021</b>	<b>S</b>	<b>132462</b>	<b>S</b>	<b>206.00</b>	<b>45</b>	<b>45</b>
6x5	128045	S	132479	S	217.00	56	51
<b>8x3</b>	<b>128069</b>	<b>S</b>			<b>258.00</b>	<b>61</b>	
8x4	128083	S	132486	S	309.00	65	65
<b>8x5</b>	<b>128106</b>	<b>S</b>	<b>098041</b>	<b>S</b>	<b>298.00</b>	<b>78</b>	<b>70</b>
8x6	128120	S	132493	S	337.00	76	75
<b>10x4</b>	<b>128144</b>	<b>S</b>	<b>132356</b>	<b>S</b>	<b>361.00</b>	<b>98</b>	<b>85</b>
10x6	128168	S	132363	S	433.00	94	90
<b>10x8</b>	<b>128182</b>	<b>S</b>	<b>132370</b>	<b>S</b>	<b>540.00</b>	<b>110</b>	<b>110</b>
12x4	128205	S	132394	S	527.00	119	124
<b>12x6</b>	<b>128229</b>	<b>S</b>	<b>132400</b>	<b>S</b>	<b>628.00</b>	<b>130</b>	<b>130</b>
12x8	128243	S	132417	S	703.00	145	145
<b>12x10</b>	<b>128267</b>	<b>S</b>	<b>132387</b>	<b>S</b>	<b>796.00</b>	<b>178</b>	<b>170</b>
14x6	128281	N	099680	S	698.00	165	155
<b>14x8</b>	<b>128304</b>	<b>N</b>	<b>282136</b>	<b>S</b>	<b>788.00</b>	<b>185</b>	<b>175</b>
14x10	128328	N	133322	S	878.00	205	190
<b>14x12</b>	<b>128342</b>	<b>S</b>	<b>133346</b>	<b>S</b>	<b>997.00</b>	<b>294</b>	<b>220</b>
16x6	128366	N	282150	S	855.00	245	190
<b>16x8</b>	<b>128380</b>	<b>S</b>	<b>133407</b>	<b>S</b>	<b>952.00</b>	<b>230</b>	<b>210</b>
16x10	128403	S	133353	S	1071.00	255	235
<b>16x12</b>	<b>128427</b>	<b>S</b>	<b>133360</b>	<b>S</b>	<b>1218.00</b>	<b>285</b>	<b>265</b>
16x14	128441	N	133384	S	1260.00	377	280
<b>18x8</b>	<b>128465</b>	<b>N</b>	<b>288251</b>	<b>S</b>	<b>1200.00</b>	<b>265</b>	<b>240</b>
18x10	128489	N	282174	S	1325.00	290	265
<b>18x12</b>	<b>128502</b>	<b>S</b>	<b>133421</b>	<b>S</b>	<b>1477.00</b>	<b>320</b>	<b>295</b>
18x14	128526	N	286226	S	1525.00	350	305
<b>18x16</b>	<b>128540</b>	<b>S</b>	<b>133445</b>	<b>S</b>	<b>1709.00</b>	<b>405</b>	<b>340</b>
20x10	128564	S	299851	S	1550.00	418	310
<b>20x12</b>	<b>128588</b>	<b>S</b>	<b>133469</b>	<b>S</b>	<b>1819.00</b>	<b>465</b>	<b>345</b>
20x14	128601	N	299868	S	1775.00	430	355
<b>20x16</b>	<b>128625</b>	<b>S</b>	<b>299875</b>	<b>S</b>	<b>1951.00</b>	<b>445</b>	<b>390</b>
20x18	128649	N	299882	S	2050.00	470	410
<b>24x12</b>	<b>128663</b>	<b>S</b>	<b>133483</b>	<b>S</b>	<b>2935.00</b>	<b>608</b>	<b>480</b>
24x14	128687	N	299899	S	2928.00	565	490
<b>24x16</b>	<b>128700</b>	<b>S</b>	<b>133506</b>	<b>S</b>	<b>3061.00</b>	<b>610</b>	<b>525</b>
24x18	128724	N	299905	S	3163.00	645	550
<b>24x20</b>	<b>128748</b>	<b>N</b>	<b>133520</b>	<b>S</b>	<b>3410.00</b>	<b>756</b>	<b>590</b>
30x16	128762	N			5198.00	945	
<b>30x18</b>	<b>128786</b>	<b>N</b>	<b>097389</b>	<b>S</b>	<b>4455.00</b>	<b>970</b>	<b>810</b>
30x20	128809	N	097402	S	4785.00	1144	870
<b>30x24</b>	<b>128823</b>	<b>N</b>	<b>097426</b>	<b>S</b>	<b>5335.00</b>	<b>1155</b>	<b>970</b>
<b>36x24</b>			<b>459231</b>	<b>N</b>	<b>7398.00</b>		<b>1345</b>
42x24			045687	S	10920.00		1820
<b>42x30</b>			<b>045670</b>	<b>S</b>	<b>12360.00</b>		<b>2060</b>
42x36			045663	S	14070.00		2345
<b>48x30</b>			<b>045656</b>	<b>S</b>	<b>15750.00</b>		<b>2625</b>
48x36			045649	S	17700.00		2950
<b>48x42</b>			<b>045632</b>	<b>S</b>	<b>19920.00</b>		<b>3320</b>

**FLANGED C110 CEMENT LINED****Tyler Union Ductile Iron C110 Flanged Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**ADAPTER FLANGE (Union Flange)**

3	131090	S			55.00	7	
4	<b>131106</b>	<b>S</b>			<b>73.00</b>	<b>11</b>	
6	131113	S			90.00	15	
8	<b>131120</b>	<b>S</b>			<b>131.00</b>	<b>22</b>	
10	131137	S			214.00	30	
12	<b>131144</b>	<b>S</b>			<b>242.00</b>	<b>40</b>	

**STANDARD FLANGE THREADED FOR STEEL PIPE**

2	129417	S			39.00	6	
2.5	<b>129424</b>	<b>S</b>			<b>52.00</b>	<b>8</b>	
3	129431	S			33.00	7	
4	<b>129448</b>	<b>S</b>			<b>54.00</b>	<b>12</b>	
6	129455	S			72.00	17	
8	<b>129462</b>	<b>S</b>			<b>119.00</b>	<b>28</b>	
10	129479	S			149.00	35	
12	<b>129486</b>	<b>S</b>			<b>259.00</b>	<b>61</b>	

**FLANGE THREADED FOR DUCTILE IRON PIPE**

3	129509	S	062653	S	29.00	6	6
4	<b>129516</b>	<b>S</b>	<b>062677</b>	<b>S</b>	<b>59.00</b>	<b>11</b>	<b>13</b>
6	129523	S	062684	S	60.00	14	14
8	<b>129530</b>	<b>S</b>	<b>062691</b>	<b>S</b>	<b>145.00</b>	<b>35</b>	<b>34</b>
10	129547	S	062585	S	148.00	33	33
12	<b>129554</b>	<b>S</b>	<b>062592</b>	<b>S</b>	<b>221.00</b>	<b>52</b>	<b>52</b>
14	129561	S	062608	S	324.00	72	72
16	<b>129578</b>	<b>S</b>	<b>062615</b>	<b>S</b>	<b>405.00</b>	<b>86</b>	<b>90</b>
18	129585	S	062622	S	525.00	105	105
20	<b>129592</b>	<b>S</b>	<b>062639</b>	<b>S</b>	<b>575.00</b>	<b>115</b>	<b>115</b>
24	129608	S	062646	S	840.00	160	160
30	<b>129615</b>	<b>S</b>	<b>062660</b>	<b>S</b>	<b>1403.00</b>	<b>255</b>	<b>255</b>

**STANDARD BLIND FLANGES**

3	129943	S	062547	S	43.00	9	9
4	<b>129950</b>	<b>S</b>	<b>062554</b>	<b>S</b>	<b>68.00</b>	<b>13</b>	<b>15</b>
6	129967	S	062561	S	119.00	22	28
8	<b>129974</b>	<b>S</b>	<b>062578</b>	<b>S</b>	<b>191.00</b>	<b>38</b>	<b>45</b>
10	129981	S	062479	S	242.00	55	55
12	<b>129998</b>	<b>S</b>	<b>062486</b>	<b>S</b>	<b>310.00</b>	<b>73</b>	<b>73</b>
14	130000	S	062493	S	495.00	110	110
16	<b>130017</b>	<b>S</b>	<b>062509</b>	<b>S</b>	<b>743.00</b>	<b>165</b>	<b>165</b>
18	130024	S	062516	S	835.00	167	167
20	<b>130031</b>	<b>S</b>	<b>062523</b>	<b>S</b>	<b>1070.00</b>	<b>214</b>	<b>214</b>
24	130048	S	062530	S	1591.00	303	303
30	<b>130055</b>	<b>N</b>	<b>045786</b>	<b>S</b>	<b>3190.00</b>	<b>580</b>	<b>580</b>
36			045779	S	4345.00		790
42			<b>045762</b>	<b>S</b>	<b>7050.00</b>		<b>1175</b>
48			045755	S	9510.00		1585

**FLANGED C110 CEMENT LINED****LP-5091****Tyler Union Ductile Iron C110 Flanged Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>BLIND FLANGE TAPPED (2-inch Only) SEE NOTE</b>							
3	130123	S	053194	S	83.00	9	11
4	<b>130185</b>	<b>S</b>	<b>053637</b>	<b>S</b>	<b>108.00</b>	<b>13</b>	<b>15</b>
6	130246	S	062417	S	159.00	22	28
8	<b>130314</b>	<b>S</b>	<b>062448</b>	<b>S</b>	<b>231.00</b>	<b>38</b>	<b>45</b>
10	130352	S	028703	S	282.00	55	62
12	<b>130413</b>	<b>S</b>	<b>028727</b>	<b>S</b>	<b>350.00</b>	<b>73</b>	<b>87</b>
14	130451	N	030911	S	535.00	110	110
16	<b>130468</b>	<b>S</b>	<b>049678</b>	<b>S</b>	<b>783.00</b>	<b>165</b>	<b>165</b>
18	130482	S	052517	S	875.00	167	192
20	<b>301585</b>	<b>N</b>	<b>052739</b>	<b>S</b>	<b>1110.00</b>	<b>214</b>	<b>214</b>
24	130505	N	053149	S	1671.00	303	303
30	<b>130543</b>	<b>N</b>	<b>053217</b>	<b>S</b>	<b>3290.00</b>	<b>580</b>	<b>580</b>
36				N	4445.00		790
42				N	7250.00		<b>1175</b>
48				N	9710.00		1585

**FLANGE SLUDGE SHOE**

3	130789	N	098126	S	119.00	28	25
4	<b>130802</b>	<b>S</b>	<b>098140</b>	<b>S</b>	<b>158.00</b>	<b>35</b>	<b>35</b>
6	130826	S	098164	S	191.00	45	45
8	<b>130840</b>	<b>N</b>	<b>098188</b>	<b>S</b>	<b>276.00</b>	<b>65</b>	<b>65</b>
10	130864	N	098089	S	361.00	88	85
12	<b>250500</b>	<b>N</b>	<b>098102</b>	<b>S</b>	<b>510.00</b>	<b>120</b>	<b>120</b>

**FLANGExFLARE PIECE**

3	130567	S	097945	S	95.00	20	20
4	<b>130581</b>	<b>S</b>	<b>097969</b>	<b>S</b>	<b>135.00</b>	<b>44</b>	<b>30</b>
6	130604	S	097983	S	170.00	44	40
8	<b>130628</b>	<b>S</b>	<b>098003</b>	<b>S</b>	<b>298.00</b>	<b>75</b>	<b>70</b>
10	130642	S	097907	S	404.00	108	95
12	<b>130666</b>	<b>S</b>	<b>097921</b>	<b>S</b>	<b>655.00</b>	<b>154</b>	<b>155</b>
14	130680	N	099581	S	743.00	190	165
16	<b>130703</b>	<b>N</b>	<b>099604</b>	<b>S</b>	<b>1080.00</b>	<b>294</b>	<b>240</b>
18	130727	N	099628	S	1270.00	355	275
20	<b>130741</b>	<b>N</b>	<b>099642</b>	<b>S</b>	<b>1775.00</b>	<b>465</b>	<b>355</b>
24	130765	N	099666	S	2760.00	635	480
30		<b>N</b>			<b>CALL</b>	<b>760</b>	

NOTE - For Tapped Tees, Plugs and Caps Only: We stock 2" IPT Taps only. For all tap sizes other than 2" IPT up to a 4" maximum add \$250.00 to the list price shown for corresponding 2" tapped fitting. Special tapped fittings are non-cancellable and non-returnable. Contact CSR for details

Fitting Special Tap Pricing Policy:  
Special taps in fittings will apply to C110 Flanged Fittings Only. Flanged Fittings that require a tapping boss will have a one time \$200.00 (net) set up charge per boss per position. The price of each special tap, regardless of the tap size, is \$75.00 (net). For more details, consult your Customer Service Representative.

**FLANGED C110 CEMENT LINED**

---

**Tyler Union Ductile Iron C110 Flanged Fittings** **LP-5091**

---

Tap x O.D.	UPCode	Ship Code	Size & Tap	List Price	Ship Wt.
------------	--------	-----------	------------	------------	----------

**D.I. REDUCING FLANGE THREADED FOR STEEL PIPE**

3x9	129752	S	(4x3)	77.00	17
<b>4x11</b>	<b>129769</b>	<b>S</b>	<b>(6x4)</b>	<b>89.00</b>	<b>21</b>
4x13½	129783	S	(8x4)	157.00	37
<b>6x13½</b>	<b>129806</b>	<b>N</b>	<b>(8x6)</b>	<b>172.00</b>	<b>31</b>
6x16	129813	N	(10x6)	255.00	60
<b>6x19</b>	<b>129837</b>	<b>N</b>	<b>(12x6)</b>	<b>383.00</b>	<b>90</b>
8x16	129820	S	(10x8)	263.00	50
<b>10x19</b>	<b>129844</b>	<b>N</b>	<b>(12x10)</b>	<b>306.00</b>	<b>72</b>

**D.I. REDUCING FLANGE THREADED FOR CAST IRON/DI PIPE**

3x9	129851	S	(4x3)	68.00	15
<b>4x11</b>	<b>129868</b>	<b>N</b>	<b>(6x4)</b>	<b>106.00</b>	<b>25</b>
4x13½	129875	N	(8x4)	170.00	40
<b>6x13½</b>	<b>129882</b>	<b>N</b>	<b>(8x6)</b>	<b>189.00</b>	<b>35</b>
8x16	129905	N	(10x8)	213.00	50
<b>8x19</b>	<b>333500</b>	<b>N</b>	<b>(12x8)</b>	<b>361.00</b>	<b>85</b>

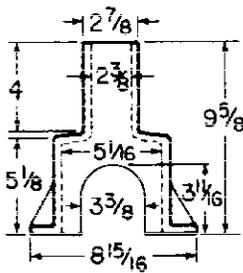




**LP-5091**  
**CAST IRON SERVICE BOXES, ADJUSTABLE**  
 Accommodates through 1 1/4" curbstops; Enlarged Base  
 Accommodates 2" curbstops; 2 1/2" shaft - screw type

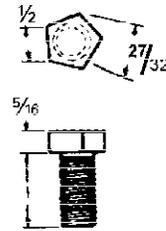
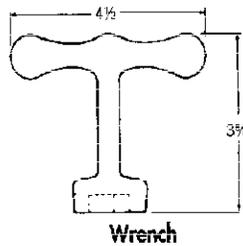
**6500 SERIES PARTS**

Item	UPCode 670610	Ship Code	List Weight	Price
151 Ext	144762	S	8.0	21.00
152 Ext	144779	S	12.0	24.00
153 Ext	144786	S	17.0	33.00
154 Ext	144793	S	19.0	36.00
Enlarged Base	144809	S	8.0	22.00
2 1/2" Water Lid	144830	S	1.0	5.00
Brass Screw (Std. WW Pentagon)	144816	S		4.00
Wrench (Std. WW Pentagon)	144908	S	0.5	10.00
2 1/2" Repair Lid Old	144915	S	5.0	30.00
2 1/2" Repair Lid New	144922	S	5.0	30.00
2 1/2" Repair Lid Outside Cover	381518	S	5.0	30.00



**ENLARGED BASE**  
**For 2" Curbstops**

Item	Height Increase
6500	6"

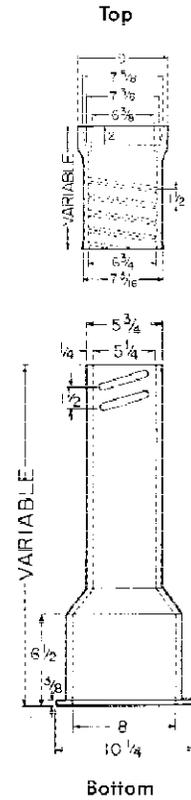


**Brass Screw**  
**Std. W W Pentagon**



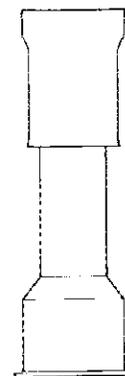
**LP-5091**  
**6850 SERIES**  
**CAST IRON TWO-PIECE VALVE BOXES**  
 5/4" shaft, screw-type

**TYLER UNION Valve Boxes** are available either pre-assembled or as individual tops and bottoms. For assembled boxes, the UPC codes shown represent a combination of one top and one bottom in the sizes shown. For unassembled boxes, the UPC code represents only a top or a bottom, not a complete box. Therefore, unassembled boxes require ordering tops and bottoms separately.



**BOXES ASSEMBLED/LESS LIDS**

Box (Components)	Assy Height	UPCode	Wt	List Each
562-S(16T-24B)	27-37	145790	71	113.00
563-S(16T+30B)	33-43	145752	78	120.00
564-S(16T+36B)	39-50	145806	85	127.00
662-S(26T+30B)	36-52	145769	93	158.00
664-S(26T+36B)	39-60	145813	100	163.00





**LP-5091**  
**6850 SERIES**  
**CAST IRON TWO-PIECE VALVE BOXES**  
 5 1/4" shaft, screw-type

**Parts Not Assembled/Less Lids**

**TOPS**  
**(Less Lids)**

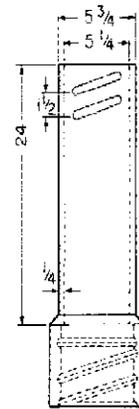
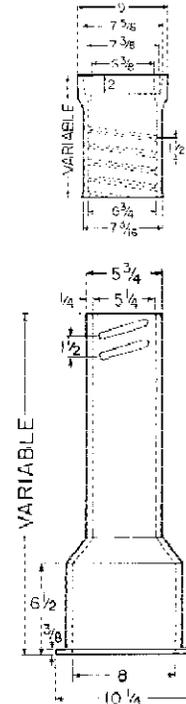
Box (Components)	Assy Height	UPCode 670610	Lgt	Wt	List Each
461-S(10T+15B)	19-22	144939	10T	23	31.00
462-S(10T+24B)	27-32	144939	10T	23	31.00
562-S(16T+24B)	27-37	144946	16T	36	49.00
563-S(16T+30B)	33-43	144946	16T	36	49.00
564-S(16T-36B)	39-50	144946	16T	36	49.00
662-S(26T-30B)	36-52	144953	26T	51	69.00
664-S(26T+36B)	39-60	144953	26T	51	69.00
666-S(26T+24B+#60 Ext)	51-71	144953	26T	51	69.00
668-S(26T+36B+#60 Ext)	62-82	144953	26T	51	69.00

**BOTTOMS**

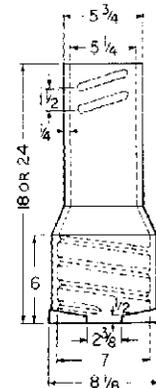
Box (Components)	Assy Height	UPCode 670610	Lgt	Wt	List Each
461-S(10T+15B)	19-22	145004	15B	27	37.00
462-S(10T+24B)	27-32	145011	24B	35	51.00
562-S(16T+24B)	27-37	145011	24B	35	51.00
563-S(16T+30B)	33-43	144991	30B	42	57.00
564-S(16T-36B)	39-50	145028	36B	49	67.00
662-S(26T-30B)	36-52	144991	30B	42	57.00
664-S(26T+36B)	39-60	145028	36B	49	67.00
666-S(26T+24B+#60 Ext)	51-71	145011	24B	35	51.00
668-S(26T+36B+#60 Ext)	62-82	145028	36B	49	67.00

**EXTENSIONS**

Item/Description	Height Increase	UPCode 670610	Wt	List Each
#58 Screw-Type	14	145141	29	46.00
#59 Screw-Type	18	145158	33	54.00
#60 Screw-Type	24	145059	36	57.00



60 Extension



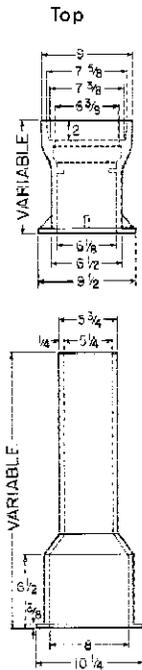
58 & 59 Extension

**LIDS & RISERS:**  
 All Lids.....page 83  
 All Risers....page 84



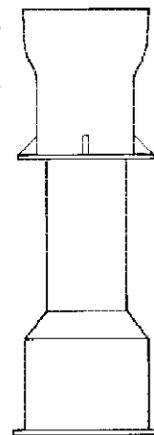
**LP-5091  
6855 SERIES  
CAST IRON TWO-PIECE VALVE BOXES  
5 1/4" shaft, slip-type**

**TYLER UNION Valve Boxes** are available either pre-assembled or as individual tops and bottoms. For assembled boxes, the UPC codes shown represent a combination of one top and one bottom in the sizes shown. For unassembled boxes, the UPC code represents only a top or a bottom, not a complete box. Therefore, unassembled boxes require ordering tops and bottoms separately.



**BOXES ASSEMBLED/LESS LIDS**

Box (Components)	Extension Height	UPC Code	Wt	List Each
562-A(16T-24B)	27-37	145868	72	113.00
563-A(16T+30B)	33-43	145714	81	120.00
564-A(16T+36B)	39-50	145875	83	127.00
662-A(26T+30B)	36-52	145721	97	158.00
664-A(26T+36B)	39-60	145882	99	163.00



Box Assembled

Lids marked "WATER" will ship unless otherwise specified:  
Also available 5 1/4 Drop Lids:  
WATER OMA  
GAS  
SEWER  
MWW  
(PLAIN)

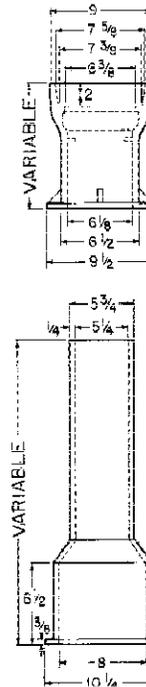


**LP-5091**  
**6855 SERIES**  
**CAST IRON TWO-PIECE VALVE BOXES**  
**5 1/4" shaft, slip-type**

**Parts Not Assembled/Less Lids**

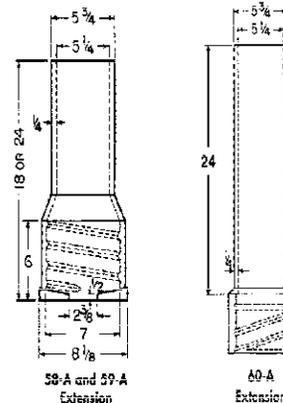
<b>TOPS</b>					
Box (Components)	Assy Height	UPCode 670610	Lgt	Wt	List Each
461-A(10T+15B)	19-22	144960	10T	29	39.00
462-A(10T+24B)	27-32	144960	10T	29	39.00
562-A(16T+24B)	27-37	144977	16T	36	49.00
563-A(16T+30B)	33-43	144977	16T	36	49.00
564 A(16T 36B)	39-50	144977	16T	36	49.00
662-A(26T-30B)	36-52	144984	26T	52	71.00
664-A(26T+36B)	39-60	144984	26T	52	71.00
666-A(26T+24B+#60-A Ext)	51-71	144984	26T	52	71.00
668-A(26T+36B+#60-A Ext)	62-82	144984	26T	52	71.00

<b>BOTTOMS</b>					
Box (Components)	Assy Height	UPCode 670610	Lgt	Wt	List Each
461-A(10T+15B)	19-22	145073	15B	26	36.00
462-A(10T+24B)	27-32	145080	24B	36	51.00
562-A(16T+24B)	27-37	145080	24B	36	51.00
563-A(16T+30B)	33-43	145127	30B	45	61.00
564-A(16T-36B)	39-50	145097	36B	47	65.00
662-A(26T-30B)	36-52	145127	30B	45	61.00
664-A(26T+36B)	39-60	145097	36B	47	65.00
666 A(26T+24B+#60 A Ext)	51-71	145080	24B	35	51.00
668-A(26T+36B+#60-A Ext)	62-82	145097	36B	49	65.00



**EXTENSIONS**

Item/Description	Height Increase	UPCode 670610	Wt	List Each
#58-A Slip-Type	14	145233	29	46.00
#59-A Slip-Type	18	145240	31	54.00
#60-A Slip-Type	24	145066	36	57.00

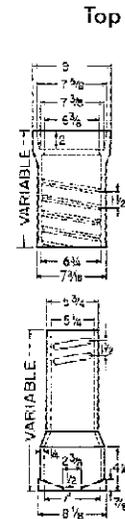


**LIDS & RISERS:**  
**All Lids .....page 83**  
**All Risers ....page 84**



**LP-5091  
6860 SERIES  
CAST IRON THREE-PIECE VALVE BOXES**  
5 1/4" shaft, screw-type  
(Base required, order separately)

**TYLER UNION Valve Boxes** are available either pre-assembled or as individual tops and bottoms. For assembled boxes, the UPC codes shown represent a combination of one top and one bottom in the sizes shown. For unassembled boxes, the UPC code represents only a top or a bottom, not a complete box. Therefore, unassembled boxes require ordering tops and bottoms separately.

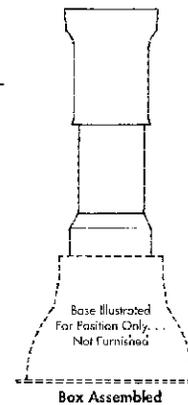


Bottom

**Boxes assembled/less bases & lids:**

Box (Components)	Extension Height	UPC Code	Wt	List Each
B(16T+24B)	39-49	145936	69	113.00
C(16T+30B)	45-54	145943	73	124.00
CC(16T+36B)	51-60	145950	75	130.00
D(26T+30B)	45-66	145967	88	157.00
DD(26T+36B)	51-72	145974	90	168.00

NOTE: Order required lids & bases separately.



Lids marked "WATER" will ship unless otherwise specified:  
Also available 5 1/4 Drop Lids:  
WATER OMA  
GAS  
SEWER  
MWW  
(PLAIN)



**LP-5091**  
**6860 SERIES**  
**CAST IRON THREE-PIECE VALVE BOXES**  
 5/4" shaft, screw-type  
 (Base Required, Order Separately)

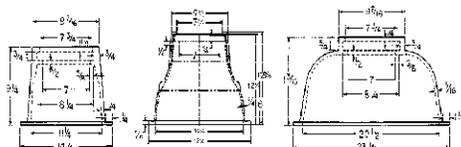
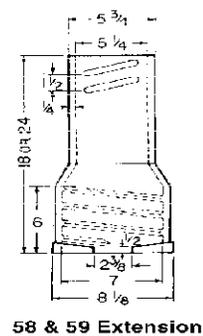
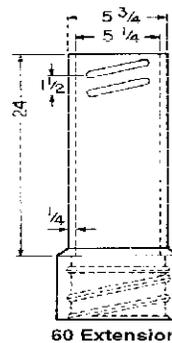
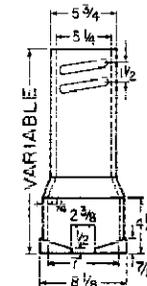
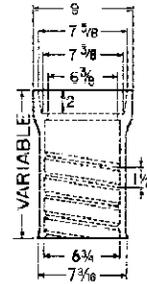
**Parts Not Assembled/Less Base & Lids**

TOPS					
Box (Components)	Assy Height	Lgt	UPCode 670610	Wt	List Each
AA(10T+12B)	27-31	10T	144939	23	31.00
A(16T+18B)	33-42	16T	144946	36	49.00
B(16T+24B)	39-49	16T	144946	36	49.00
C(16T+30B)	45-54	16T	144946	36	49.00
CC(16T-36B)	51-60	16T	144946	36	49.00
D(26T-30B)	45-66	26T	144953	51	69.00
DD(26T+36B)	51-72	26T	144953	51	69.00
E(16T+24B+#60 Ext)	63-72	16T	144946	36	49.00
F(26T+24B+#60 Ext)	63-84	26T	144953	51	69.00
G(26T+36B+#60 Ext)	74-94	26T	144953	51	69.00

BOTTOMS					
Box (Components)	Assy Height	Lgt	UPCode 670610	Wt	List Each
AA(10T+12B)	27-31	12B	145134	19	32.00
A(16T+18B)	33-42	18B	145141	29	46.00
B(16T+24B)	39-49	24B	145158	33	54.00
C(16T+30B)	45-54	30B	145165	37	58.00
CC(16T-36B)	51-60	36B	145172	39	71.00
D(26T-30B)	45-66	30B	145165	37	58.00
DD(26T+36B)	51-72	36B	145172	39	71.00
E(16T+24B+#60 Ext)	63-72	24B	145158	33	54.00
F(26T+24B+#60 Ext)	63-84	24B	145158	33	54.00
G(26T+36B+#60 Ext)	74-94	36B	145172	39	71.00

EXTENSIONS				
Item/Description	Height Increase	UPCode 670610	Wt	List Each
#58 Screw-Type	14	145141	29	46.00
#59 Screw-Type	18	145158	33	54.00
#60 Screw-Type	24	145059	36	57.00

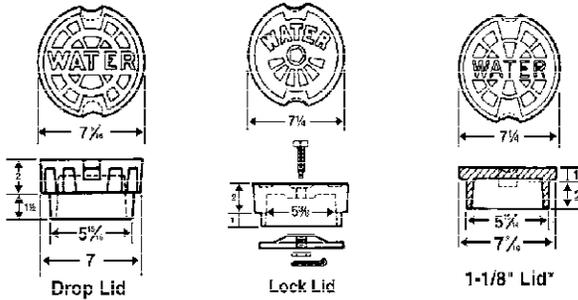
BASES			
Box (Components)	UPCode 670610	Wt	List Each
#4, 11 1/4" Wide	145653	29	49.00
#6, 14 3/4" Wide	145660	45	61.00
#160, 20 1/2" Wide	145684	68	92.00



**LIDS & RISERS:**  
 All Lids .....page 83  
 All Risers ....page 84

LP-5091

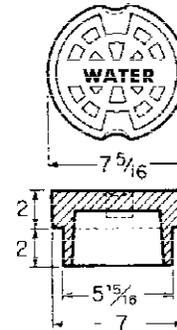
STANDARD & SPECIAL DROP & LOCK LIDS



LIDS ("WATER")

Item/Description	UPCode 670610	Wt.	List Price
5 1/4 Drop Lid	145325	12	17.00
5 1/4 Lock Lid	145462	12	29.00
1 1/8 Lid*	145509	12	17.00

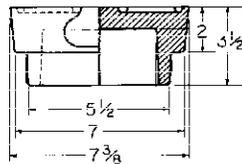
\*Used with 1 1/8" Riser Only



5 1/4" OMA DROP LID

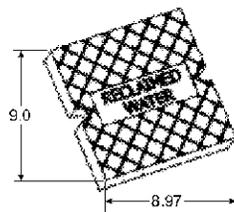
Special Markings	UPCode 670610	Ship Code	List Price
WATER OMA*	145301	N	17.00

\*OMA marking is inside lid.



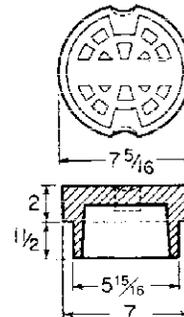
5 1/4" MWW DROP LID

UPCode	Ship Code	Wt.	List Price
670610	N	12	17.00



SQUARE RECLAIMED WATER LID

UPCode	Ship Code	Wt.	List Price
670610	N	13	23.00



5 1/4" DROP LID W/SPECIAL MARKINGS\*

Special Markings	UPCode 670610	Ship Code	Wt.	List Price
GAS	145332	S	12	17.00
SEWER	145349	S	12	17.00
PLAIN	145356	S	12	17.00
REUSE	458975	S	12	22.00

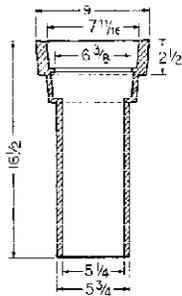
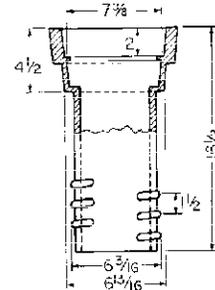
\*NOTE: Lids marked with "Water" will be shipped unless otherwise specified.



**LP-5091  
FIXED & ADJUSTABLE RISERS**

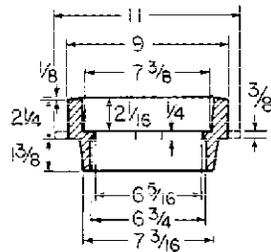
**#69 SCREW TYPE ADJUSTABLE RISER  
FOR 6850/60 SERIES  
(Uses Standard Drop Lid)**

Height Increase	UPCode	Ship Code	Wt	List Price
2 1/2"-9"	148197	S	29	48.00

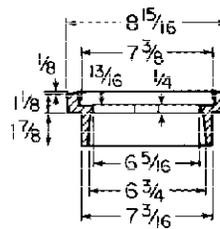


**#69-A SLIP TYPE ADJUSTABLE RISER  
FOR 6855 SERIES  
(Uses Standard Drop Lid)**

Height Increase	UPCode	Ship Code	Wt	List Price
2 1/2"-12"	148241	S	31	48.00



5 1/4" x 2 1/4" Riser  
(Uses Standard 5 1/4" Drop Lid)



5 1/4" x 1 1/8" Riser  
(Requires 1 1/8" Riser Lid)

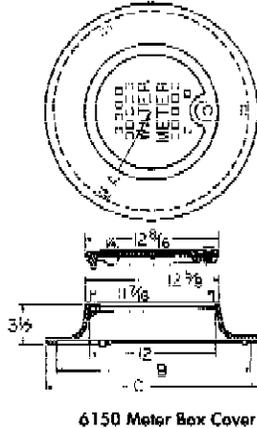
**RISERS**

Item/Description	UPCode	Height Increase	Wt	List Price
5 1/4 x 1 1/8 Slip-In*	145554	1 1/8"	8	32.00
5 1/4 x 2 1/4 Slip-In	145547	2 1/4"	14	32.00

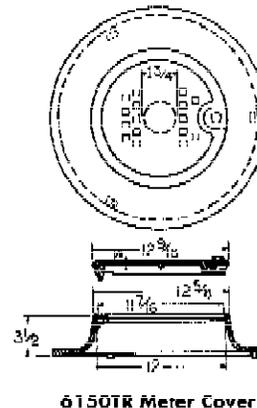
\*Use with 1 1/8" Lid Only.



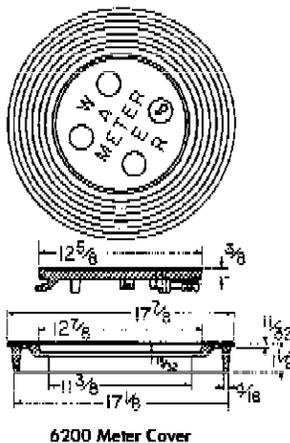
**LP-5091  
METER COVERS, TOUCH-READER (TR)  
RINGS & LIDS**



6150 Meter Box Cover



6150TR Meter Cover



6200 Meter Cover

**6150 & 6150TR METER COVERS, CAST IRON**

Description	A	B	C
18-in. 6150 Series	8 <sup>3</sup> / <sub>4</sub>	18	20
20-in. 6150	9 <sup>3</sup> / <sub>4</sub>	20	22

UPCode	Ship Code	Description	Weight	List Price
670610				
148449	S	6150-18 Ring & Lid B/L*	38	67.00
148456	S	6150-18 Ring & Lid B/S*	38	67.00
148647	S	6150-18 Ring Only	27	44.00
148494	S	6150-18/20 Lid With Lock B/L*	11	24.00
148593	S	6150-L-18/20 Lid Less Lock	14	19.00
148500	S	6150-18/20 Lid With Lock B/S*	11	24.00
148463	S	6150-20 Ring & Lid B/L*	37	68.00
148470	S	6150-20 Ring & Lid B/S*	37	68.00
148630	S	6150-R-20 Ring Only	29	45.00
457305	S	910-18 With Lid B/L	56	97.00
457299	S	940-18 With Lid B/S	45	78.00

4572099\*B/L = Large Bolts (1"); B/S = Small Bolts (27/32")

**6150TR (TOUCH-READER) METER COVERS, CAST IRON**

UPCode	Ship Code	Description	Weight	List Price
670610				
148531	S	6150-18 TR Ring & Lid B/L*	41	71.00
148524	S	6150-18 TR Ring & Lid B/S*	41	71.00
148579	S	6150-18/20 TR Lid With Lock B/L*	14	26.00
148562	S	6150-18/20 TR Lid With Lock B/S*	14	26.00
148586	S	6150 18/20 TR Lid Less Lock	12	24.00
148555	S	6150-20 TR Ring & Lid B/L*	40	72.00
148548	S	6150-20 TR Ring & Lid B/S*	40	72.00

\*B/L = Large Bolts (1"); B/S = Small Bolts (27/32")

NOTE: 6150TR - Same dimensions as 6150, plus a 1<sup>3</sup>/<sub>4</sub>" access hole in lid.

**6200 METER COVER, CAST IRON**

UPCode	Ship Code	Description	Weight	List Price
670610				
148708	S	6200 Ring & Lid Less Lock	28	45.00
148760	S	6200-R Ring Only	18	27.00
148739	S	6200-L Lid Less Lock	13	24.00
148722	S	6200-L Lid With Lock	11	27.00



**MJ C153 FBE COATED****LP-5091****Tyler Union C153 DI FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>90° (1/4) MJ BEND</b>								
3	395324	S	030201	N	121.00	175.00	18	22
4	<b>397243</b>	<b>S</b>	<b>030294</b>	<b>N</b>	<b>126.00</b>	<b>190.00</b>	<b>25</b>	<b>24</b>
6	395331	S	030478	N	200.00	284.00	45	40
8	<b>397267</b>	<b>S</b>	<b>030591</b>	<b>N</b>	<b>295.00</b>	<b>391.00</b>	<b>63</b>	<b>59</b>
10	397281	S	029885	N	455.00	583.00	81	91
12	<b>397298</b>	<b>S</b>	<b>030034</b>	<b>N</b>	<b>605.00</b>	<b>749.00</b>	<b>114</b>	<b>121</b>
14	053392	N	032649	N	1061.00	1277.00	231	202
16	<b>035640</b>	<b>S</b>	<b>032748</b>	<b>N</b>	<b>1339.00</b>	<b>1601.00</b>	<b>273</b>	<b>255</b>
18	402275	N	032847	N	1806.00	2184.00	411	314
20	<b>109488</b>	<b>N</b>	<b>032885</b>	<b>N</b>	<b>2191.00</b>	<b>2627.00</b>	<b>519</b>	<b>381</b>
24	053286	N	032922	N	3444.00	4024.00	683	574
30	<b>120346</b>	<b>N</b>	<b>038795</b>	<b>N</b>	<b>5813.00</b>	<b>7337.00</b>	<b>1139</b>	<b>930</b>
36	062806	N	062820	N	9063.00	10961.00	1450	1450
42				<b>N</b>	<b>16072.00</b>	<b>19598.00</b>		<b>2381</b>
48			111726	N	21431.00	26267.00		3175

**45° (1/8) MJ BEND**

3	395348	S	030195	N	105.00	159.00	17	19
4	<b>397472</b>	<b>S</b>	<b>030287</b>	<b>N</b>	<b>105.00</b>	<b>169.00</b>	<b>22</b>	<b>20</b>
6	397564	S	030461	N	165.00	249.00	36	33
8	<b>397274</b>	<b>S</b>	<b>030584</b>	<b>N</b>	<b>235.00</b>	<b>331.00</b>	<b>55</b>	<b>47</b>
10	397618	S	029854	N	340.00	468.00	74	68
12	<b>397304</b>	<b>S</b>	<b>030010</b>	<b>N</b>	<b>500.00</b>	<b>644.00</b>	<b>101</b>	<b>100</b>
14	053408	N	032632	N	824.00	1040.00	153	157
16	<b>398912</b>	<b>S</b>	<b>032731</b>	<b>N</b>	<b>1029.00</b>	<b>1291.00</b>	<b>203</b>	<b>196</b>
18	402466	N	032830	N	1340.00	1718.00	292	233
20	<b>109495</b>	<b>N</b>	<b>032878</b>	<b>N</b>	<b>1581.00</b>	<b>2017.00</b>	<b>352</b>	<b>275</b>
24	053293	N	032915	N	2280.00	2860.00	463	380
30	<b>120353</b>	<b>N</b>	<b>038788</b>	<b>N</b>	<b>4875.00</b>	<b>6399.00</b>	<b>780</b>	<b>780</b>
36	029878	N	038801	N	7094.00	8992.00	1135	1135
42				<b>N</b>	<b>11313.00</b>	<b>14839.00</b>		<b>1676</b>
48			111733	N	14823.00	19659.00		2196

**22½° (1/16) MJ BEND**

3	395355	N	030188	N	66.00	120.00	16	15
4	<b>397489</b>	<b>S</b>	<b>030270</b>	<b>N</b>	<b>100.00</b>	<b>164.00</b>	<b>20</b>	<b>18</b>
6	395362	S	030454	N	150.00	234.00	31	31
8	<b>397571</b>	<b>S</b>	<b>030577</b>	<b>N</b>	<b>230.00</b>	<b>326.00</b>	<b>46</b>	<b>46</b>
10	397632	S	029847	N	330.00	458.00	66	66
12	<b>397311</b>	<b>S</b>	<b>029991</b>	<b>N</b>	<b>435.00</b>	<b>579.00</b>	<b>80</b>	<b>87</b>
14	297963	N	032625	N	835.00	1051.00	136	159
16	<b>397717</b>	<b>S</b>	<b>032724</b>	<b>N</b>	<b>987.00</b>	<b>1249.00</b>	<b>172</b>	<b>188</b>
18	109501	N	032823	N	1328.00	1706.00	286	231
20	<b>109518</b>	<b>N</b>	<b>032861</b>	<b>N</b>	<b>1679.00</b>	<b>2115.00</b>	<b>376</b>	<b>292</b>
24	053309	N	032908	N	2196.00	2776.00	512	366
30	<b>120360</b>	<b>N</b>	<b>038771</b>	<b>N</b>	<b>4156.00</b>	<b>5680.00</b>	<b>610</b>	<b>665</b>
36	062813	N	096672	N	6000.00	7898.00	960	960
42				<b>N</b>	<b>9227.00</b>	<b>12753.00</b>		<b>1367</b>
48			111740	N	12157.00	16993.00		1801

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**MJ C153 FBE COATED****Tyler Union C153 DI FBE Coated Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>11¼° (1/32) MJ BEND</b>								
3	395379	N	030171	N	66.00	120.00	15	12
4	<b>397496</b>	<b>S</b>	<b>030263</b>	<b>N</b>	<b>89.00</b>	<b>153.00</b>	<b>19</b>	<b>17</b>
6	395386	S	030447	N	155.00	239.00	29	31
8	<b>396871</b>	<b>S</b>	<b>030560</b>	<b>N</b>	<b>210.00</b>	<b>306.00</b>	<b>43</b>	<b>42</b>
10	397328	S	029823	N	300.00	428.00	59	60
12	<b>397649</b>	<b>S</b>	<b>029977</b>	<b>N</b>	<b>385.00</b>	<b>529.00</b>	<b>77</b>	<b>77</b>
14	053415	N	032618	N	856.00	1072.00	93	163
16	<b>035657</b>	<b>S</b>	<b>032717</b>	<b>N</b>	<b>987.00</b>	<b>1249.00</b>	<b>148</b>	<b>188</b>
18	154068	N	032816	N	1461.00	1839.00	283	254
20	<b>109525</b>	<b>N</b>	<b>032854</b>	<b>N</b>	<b>1478.00</b>	<b>1914.00</b>	<b>374</b>	<b>257</b>
24	109532	N	032892	N	2022.00	2602.00	457	337
30	<b>062714</b>	<b>N</b>	<b>N</b>	<b>N</b>	<b>3750.00</b>	<b>5274.00</b>	<b>567</b>	<b>600</b>
36	062721	N	N	N	5125.00	7023.00	820	820
42				<b>N</b>	<b>7965.00</b>	<b>11491.00</b>		<b>1180</b>
48				N	10625.00	15461.00		1574

**90° (1/4) MJxPE BEND**

3	395393	N	030256	N	99.00	126.00	17	18
4	<b>395836</b>	<b>N</b>	<b>030430</b>	<b>N</b>	<b>126.00</b>	<b>158.00</b>	<b>25</b>	<b>24</b>
6	396888	N	030553	N	200.00	242.00	42	40
8	<b>397038</b>	<b>N</b>	<b>030676</b>	<b>N</b>	<b>285.00</b>	<b>333.00</b>	<b>57</b>	<b>57</b>
10	397694	N	029960	N	440.00	504.00	91	88
12	<b>397700</b>	<b>N</b>	<b>030164</b>	<b>N</b>	<b>570.00</b>	<b>642.00</b>	<b>114</b>	<b>114</b>
14	084747	N	032700	N	1034.00	1142.00	219	197
16	<b>053422</b>	<b>N</b>	<b>032809</b>	<b>N</b>	<b>1586.00</b>	<b>1717.00</b>	<b>254</b>	<b>302</b>
24	106388	N	032977	N	3450.00	3740.00	710	575
30			<b>093305</b>	<b>N</b>	<b>5406.00</b>	<b>6168.00</b>		<b>865</b>

**45° (1/8) MJxPE BEND**

3	395416	N	030249	N	83.00	110.00	17	15
4	<b>395423</b>	<b>N</b>	<b>030423</b>	<b>N</b>	<b>105.00</b>	<b>137.00</b>	<b>21</b>	<b>20</b>
6	395430	N	030546	N	170.00	212.00	34	34
8	<b>398271</b>	<b>N</b>	<b>030669</b>	<b>N</b>	<b>240.00</b>	<b>288.00</b>	<b>53</b>	<b>48</b>
10	397724	N	029953	N	350.00	414.00	71	70
12	<b>397731</b>	<b>N</b>	<b>030157</b>	<b>N</b>	<b>490.00</b>	<b>562.00</b>	<b>102</b>	<b>98</b>
14	053439	N	032694	N	767.00	875.00	146	146
16	<b>053446</b>	<b>N</b>	<b>032793</b>	<b>N</b>	<b>966.00</b>	<b>1097.00</b>	<b>192</b>	<b>184</b>
24	108184	N	032960	N	2340.00	2630.00	440	390
30			<b>093244</b>	<b>N</b>	<b>4469.00</b>	<b>5231.00</b>		<b>715</b>

**22½° (1/16) MJxPE BEND**

3	395447	N	030232	N	72.00	99.00	19	13
4	<b>395454</b>	<b>N</b>	<b>030409</b>	<b>N</b>	<b>95.00</b>	<b>127.00</b>	<b>19</b>	<b>18</b>
6	396895	N	030539	N	155.00	197.00	29	31
8	<b>397502</b>	<b>N</b>	<b>030652</b>	<b>N</b>	<b>240.00</b>	<b>288.00</b>	<b>46</b>	<b>48</b>
10	397748	N	029946	N	315.00	379.00	64	63
12	<b>397755</b>	<b>N</b>	<b>030140</b>	<b>N</b>	<b>395.00</b>	<b>467.00</b>	<b>78</b>	<b>79</b>
14	084457	N	032687	N	798.00	906.00	133	152
16	<b>084754</b>	<b>N</b>	<b>032786</b>	<b>N</b>	<b>1339.00</b>	<b>1470.00</b>	<b>181</b>	<b>255</b>
24	053385	N	032946	N	2370.00	2660.00	345	395
30			<b>093213</b>	<b>N</b>	<b>3750.00</b>	<b>4512.00</b>		<b>600</b>

**FBE - Fusion Bond Epoxy for Water Service applied in  
accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**MJ C153 FBE COATED****LP-5091****Tyler Union C153 DI FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>11¼° (1/32) MJxPE BEND</b>								
3	395461	N	030225	N	72.00	99.00	15	13
4	<b>395478</b>	<b>N</b>	<b>030386</b>	<b>N</b>	<b>89.00</b>	<b>121.00</b>	<b>20</b>	<b>17</b>
6	396901	N	030522	N	145.00	187.00	29	29
8	<b>397519</b>	<b>N</b>	<b>030645</b>	<b>N</b>	<b>225.00</b>	<b>273.00</b>	<b>41</b>	<b>45</b>
10	397762	N	029939	N	280.00	344.00	55	56
12	<b>397779</b>	<b>N</b>	<b>030133</b>	<b>N</b>	<b>355.00</b>	<b>427.00</b>	<b>69</b>	<b>71</b>
14	084426	N	032670	N	698.00	806.00	118	133
16	<b>084761</b>	<b>N</b>	<b>032779</b>	<b>N</b>	<b>866.00</b>	<b>997.00</b>	<b>136</b>	<b>165</b>
24	105909	N	032939	N	2400.00	2690.00	475	400
<b>90° (1/4) MJxFE BEND ◆</b>								
3	395485	N	030218	N	121.00	148.00	21	22
4	<b>395492</b>	<b>N</b>	<b>030362</b>	<b>N</b>	<b>137.00</b>	<b>169.00</b>	<b>28</b>	<b>26</b>
6	396918	N	030515	N	235.00	277.00	45	47
8	<b>397625</b>	<b>N</b>	<b>030638</b>	<b>N</b>	<b>410.00</b>	<b>458.00</b>	<b>64</b>	<b>82</b>
10	398325	N	029922	N	510.00	574.00	113	102
12	<b>397786</b>	<b>N</b>	<b>030126</b>	<b>N</b>	<b>815.00</b>	<b>887.00</b>	<b>141</b>	<b>163</b>
14	084778	N	032663	N	1444.00	1552.00	217	275
16	<b>084464</b>	<b>N</b>	<b>032762</b>	<b>N</b>	<b>1759.00</b>	<b>1890.00</b>	<b>278</b>	<b>335</b>
<b>45° (1/8) MJxFE BEND ◆</b>								
4	398462	N	030348	N	131.00	163.00	27	25
6	<b>398479</b>	<b>N</b>	<b>030508</b>	<b>N</b>	<b>280.00</b>	<b>322.00</b>	<b>36</b>	<b>56</b>
8	398486	N	030621	N	355.00	403.00	54	71
10	<b>398493</b>	<b>N</b>	<b>029915</b>	<b>N</b>	<b>515.00</b>	<b>579.00</b>	<b>82</b>	<b>103</b>
12	398509	N	030119	N	755.00	827.00	112	151
14	<b>085843</b>	<b>N</b>	<b>032656</b>	<b>N</b>	<b>1407.00</b>	<b>1515.00</b>	<b>207</b>	<b>268</b>
16	085850	N	032755	N	1680.00	1811.00	290	320
<b>22½° (1/16) MJxFE BEND ◆</b>								
4	398516	N	030324	N	168.00	200.00	21	32
6	<b>398523</b>	<b>N</b>	<b>030492</b>	<b>N</b>	<b>205.00</b>	<b>247.00</b>	<b>32</b>	<b>41</b>
8	398530	N	030614	N	320.00	368.00	46	64
10	<b>398547</b>	<b>N</b>	<b>029908</b>	<b>N</b>	<b>460.00</b>	<b>524.00</b>	<b>90</b>	<b>92</b>
12	398554	N	030096	N	660.00	732.00	79	132
<b>11¼° (1/32) MJxFE BEND ◆</b>								
4	398561	N	030300	N	147.00	179.00	19	28
6	<b>398578</b>	<b>N</b>	<b>030485</b>	<b>N</b>	<b>200.00</b>	<b>242.00</b>	<b>30</b>	<b>40</b>
8	398585	N	030607	N	265.00	313.00	41	53
10	<b>398592</b>	<b>N</b>	<b>029892</b>	<b>N</b>	<b>440.00</b>	<b>504.00</b>	<b>75</b>	<b>88</b>
12	398608	N	030072	N	570.00	642.00	88	114

◆ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

**FBE - Fusion Bond Epoxy for Water Service applied in  
accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**MJ C153 FBE COATED****Tyler Union C153 DI FBE Coated Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ WYE (Not included in AWWA C153)</b>								
3	396925	N	032519	N	187.00	268.00	36	34
<b>4x3</b>	<b>396932</b>	<b>N</b>		<b>N</b>	<b>200.00</b>	<b>291.00</b>	<b>39</b>	<b>38</b>
4	396949	S	032526	N	263.00	359.00	45	50
<b>6x4</b>	<b>396956</b>	<b>N</b>	<b>032540</b>	<b>N</b>	<b>260.00</b>	<b>376.00</b>	<b>61</b>	<b>52</b>
6	397465	N	032533	N	385.00	511.00	82	77
<b>8x4</b>	<b>398332</b>	<b>N</b>	<b>032564</b>	<b>N</b>	<b>530.00</b>	<b>658.00</b>	<b>81</b>	<b>106</b>
8x6	398349	N	032571	N	440.00	578.00	109	88
<b>8</b>	<b>397793</b>	<b>N</b>	<b>032557</b>	<b>N</b>	<b>545.00</b>	<b>689.00</b>	<b>117</b>	<b>109</b>
10x4	397809	N	032434	N	750.00	910.00	105	150
<b>10x6</b>	<b>397816</b>	<b>N</b>	<b>032441</b>	<b>N</b>	<b>790.00</b>	<b>960.00</b>	<b>118</b>	<b>158</b>
10x8	397823	N	032458	N	860.00	1036.00	160	162
<b>10</b>	<b>397830</b>	<b>N</b>	<b>032427</b>	<b>N</b>	<b>1050.00</b>	<b>1242.00</b>	<b>184</b>	<b>210</b>
12x4	397847	N	032489	N	1055.00	1231.00	141	211
<b>12x6</b>	<b>397854</b>	<b>N</b>	<b>032496</b>	<b>N</b>	<b>1100.00</b>	<b>1286.00</b>	<b>168</b>	<b>220</b>
12x8	397861	N	032502	N	1180.00	1372.00	177	236
<b>12x10</b>	<b>397878</b>	<b>N</b>	<b>032472</b>	<b>N</b>	<b>1385.00</b>	<b>1593.00</b>	<b>212</b>	<b>272</b>
12	397885	N	032465	N	1485.00	1701.00	248	297
<b>14x6</b>		<b>N</b>			<b>1313.00</b>	<b>1571.00</b>	<b>250</b>	
<b>14</b>	<b>107118</b>	<b>N</b>		<b>N</b>	<b>2499.00</b>	<b>2823.00</b>	<b>476</b>	
16x6	053453	N	035008	N	1565.00	1869.00	300	298
<b>16x8</b>	<b>107125</b>	<b>N</b>	<b>093497</b>	<b>N</b>	<b>1832.00</b>	<b>2142.00</b>	<b>350</b>	<b>349</b>
16x12	106395	N		N	2441.00	2775.00	465	
<b>16</b>	<b>109549</b>	<b>N</b>	<b>093671</b>	<b>N</b>	<b>2861.00</b>	<b>3254.00</b>	<b>608</b>	<b>545</b>
18x10				N	3232.00	3674.00		562
<b>18</b>				<b>N</b>	<b>3577.00</b>	<b>4144.00</b>		<b>622</b>

**MJxFE ADAPTER (6" Laying Length) ◆**

3	395508	N	029748	N	99.00	126.00	18	18
<b>4</b>	<b>395515</b>	<b>N</b>	<b>029762</b>	<b>N</b>	<b>126.00</b>	<b>158.00</b>	<b>24</b>	<b>24</b>
6	395522	N	029786	N	145.00	187.00	36	29
<b>8</b>	<b>397588</b>	<b>N</b>	<b>029809</b>	<b>N</b>	<b>260.00</b>	<b>308.00</b>	<b>50</b>	<b>52</b>
10	397250	S	029700	N	335.00	399.00	76	67
<b>12</b>	<b>397335</b>	<b>N</b>	<b>029724</b>	<b>N</b>	<b>400.00</b>	<b>472.00</b>	<b>88</b>	<b>80</b>
14	053460	N	032588	N	662.00	770.00	127	126
<b>16</b>	<b>053477</b>	<b>N</b>	<b>032595</b>	<b>N</b>	<b>872.00</b>	<b>1003.00</b>	<b>155</b>	<b>166</b>
18				N	1162.00	1351.00		202
<b>20</b>	<b>085867</b>	<b>N</b>	<b>032601</b>	<b>N</b>	<b>1581.00</b>	<b>1799.00</b>	<b>275</b>	<b>275</b>
24				N	1944.00	2234.00		324
<b>*30</b>	<b>093152</b>	<b>N</b>		<b>N</b>	<b>2894.00</b>	<b>3656.00</b>	<b>470</b>	<b>463</b>
<b>**36</b>	<b>093183</b>	<b>N</b>		<b>N</b>	<b>4688.00</b>	<b>5637.00</b>	<b>750</b>	<b>750</b>

\* Laying Length - 7"

\*\* Laying Length - 8"

**FExPE ADAPTER (12" Laying Length) ◆**

4	395539	N		N	121.00	N/A	23	
<b>6</b>	<b>395546</b>	<b>N</b>		<b>N</b>	<b>165.00</b>	<b>N/A</b>	<b>33</b>	
8	396963	N		N	250.00	N/A	50	
<b>10</b>	<b>396970</b>	<b>N</b>		<b>N</b>	<b>345.00</b>	<b>N/A</b>	<b>69</b>	
12	085874	N		N	440.00	N/A	88	
<b>16</b>	<b>085881</b>	<b>N</b>		<b>N</b>	<b>782.00</b>	<b>N/A</b>	<b>149</b>	

◆ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

**FBE - Fusion Bond Epoxy for Water Service applied in  
accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**MJ C153 FBE COATED****LP-5091****Tyler Union C153 DI FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ TEE</b>								
<b>3</b>	<b>395553</b>	<b>N</b>	<b>032229</b>	<b>N</b>	<b>160.00</b>	<b>241.00</b>	<b>26</b>	<b>29</b>
4x3	395560	N	032267	N	158.00	249.00	33	30
<b>4</b>	<b>395577</b>	<b>S</b>	<b>032243</b>	<b>N</b>	<b>168.00</b>	<b>264.00</b>	<b>36</b>	<b>32</b>
6x3	395584	N	032311	N	210.00	321.00	49	42
<b>6x4</b>	<b>395591</b>	<b>S</b>	<b>032335</b>	<b>N</b>	<b>260.00</b>	<b>376.00</b>	<b>52</b>	<b>52</b>
6	396987	S	032281	N	290.00	416.00	62	58
<b>8x3</b>	<b>397526</b>	<b>N</b>	<b>032373</b>	<b>N</b>	<b>290.00</b>	<b>413.00</b>	<b>56</b>	<b>58</b>
8x4	397212	S	032380	N	300.00	428.00	72	60
<b>8x6</b>	<b>397342</b>	<b>S</b>	<b>031741</b>	<b>N</b>	<b>365.00</b>	<b>503.00</b>	<b>79</b>	<b>72</b>
8	397359	S	031734	N	435.00	579.00	90	87
<b>10x3</b>	<b>397892</b>	<b>N</b>	<b>032007</b>	<b>N</b>	<b>375.00</b>	<b>530.00</b>	<b>72</b>	<b>75</b>
10x4	398356	S	032014	N	390.00	550.00	82	78
<b>10x6</b>	<b>397229</b>	<b>S</b>	<b>032038</b>	<b>N</b>	<b>450.00</b>	<b>620.00</b>	<b>99</b>	<b>90</b>
10x8	398363	S	032069	N	525.00	701.00	111	105
<b>10</b>	<b>397366</b>	<b>S</b>	<b>031987</b>	<b>N</b>	<b>600.00</b>	<b>792.00</b>	<b>128</b>	<b>120</b>
12x3	397908	N	032137	N	450.00	621.00	91	90
<b>12x4</b>	<b>398370</b>	<b>S</b>	<b>032144</b>	<b>N</b>	<b>470.00</b>	<b>646.00</b>	<b>103</b>	<b>94</b>
12x6	397373	S	032168	N	570.00	756.00	102	114
<b>12x8</b>	<b>397380</b>	<b>S</b>	<b>032199</b>	<b>N</b>	<b>655.00</b>	<b>847.00</b>	<b>120</b>	<b>131</b>
12x10	397915	S	032113	N	700.00	908.00	155	140
<b>12</b>	<b>398905</b>	<b>N</b>	<b>032090</b>	<b>N</b>	<b>840.00</b>	<b>1056.00</b>	<b>165</b>	<b>168</b>
14x6	053484	N	034582	N	956.00	1214.00	183	182
<b>14x8</b>	<b>053491</b>	<b>N</b>	<b>034612</b>	<b>N</b>	<b>1082.00</b>	<b>1346.00</b>	<b>206</b>	<b>206</b>
14x10	368076	N	034544	N	1197.00	1477.00	229	228
<b>14x12</b>	<b>053507</b>	<b>N</b>	<b>034568</b>	<b>N</b>	<b>1286.00</b>	<b>1574.00</b>	<b>245</b>	<b>245</b>
14	053514	N	034520	N	1470.00	1794.00	281	280
<b>16x6</b>	<b>397922</b>	<b>N</b>	<b>034698</b>	<b>N</b>	<b>1234.00</b>	<b>1538.00</b>	<b>222</b>	<b>235</b>
16x8	397939	S	034728	N	1339.00	1649.00	245	255
<b>16x10</b>	<b>053521</b>	<b>N</b>	<b>034643</b>	<b>N</b>	<b>1470.00</b>	<b>1796.00</b>	<b>265</b>	<b>280</b>
16x12	397946	S	034667	N	1601.00	1935.00	277	305
<b>16x14</b>	<b>084785</b>	<b>N</b>	<b>034681</b>	<b>N</b>	<b>1811.00</b>	<b>2181.00</b>	<b>317</b>	<b>345</b>
16	397953	S	034629	N	2021.00	2414.00	337	385
<b>18x6</b>	<b>402299</b>	<b>S</b>	<b>034759</b>	<b>N</b>	<b>1783.00</b>	<b>2203.00</b>	<b>275</b>	<b>310</b>
18x8	402305	N	034780	N	1926.00	2352.00	280	335
<b>18x10</b>	<b>109556</b>	<b>N</b>	<b>093398</b>	<b>N</b>	<b>1811.00</b>	<b>2253.00</b>	<b>301</b>	<b>315</b>
18x12	109563	N	093428	N	2289.00	2739.00	370	398
<b>18x14</b>	<b>106401</b>	<b>N</b>	<b></b>	<b>N</b>	<b>2386.00</b>	<b>2872.00</b>	<b>415</b>	<b></b>
18x16	109570	N	093466	N	2553.00	3062.00	476	444
<b>18</b>	<b>402282</b>	<b>N</b>	<b>034742</b>	<b>N</b>	<b>2979.00</b>	<b>3546.00</b>	<b>490</b>	<b>518</b>
20x6	108856	N	034841	N	2001.00	2479.00	335	348
<b>20x8</b>	<b>109587</b>	<b>N</b>	<b>034872</b>	<b>N</b>	<b>2047.00</b>	<b>2531.00</b>	<b>383</b>	<b>356</b>
20x10	109600	N	034803	N	2128.00	2628.00	392	370
<b>20x12</b>	<b>109617</b>	<b>N</b>	<b>034810</b>	<b>N</b>	<b>2536.00</b>	<b>3044.00</b>	<b>432</b>	<b>441</b>
20x14	108863	N		N	2933.00	3477.00	510	
<b>20x16</b>	<b>109624</b>	<b>N</b>	<b>034827</b>	<b>N</b>	<b>2496.00</b>	<b>3063.00</b>	<b>553</b>	<b>434</b>
20x18	106418	N	034834	N	3364.00	3989.00	577	585
<b>20</b>	<b>109631</b>	<b>N</b>	<b>034353</b>	<b>N</b>	<b>2749.00</b>	<b>3403.00</b>	<b>572</b>	<b>478</b>
24x6	053378	N	034964	N	2472.00	3094.00	465	412
24x8	109365	N	034995	N	2544.00	3172.00	475	424
<b>24x10</b>	<b>109648</b>	<b>N</b>	<b>034896</b>	<b>N</b>	<b>2784.00</b>	<b>3428.00</b>	<b>516</b>	<b>464</b>

FBE - Fusion Bond Epoxy for Water Service applied in  
accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.

**MJ C153 FBE COATED****Tyler Union C153 DI FBE Coated Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ TEE (Cont)</b>								
24x12	109372	N	034902	N	2712.00	3364.00	549	452
<b>24x14</b>	<b>106425</b>	<b>N</b>	<b>034926</b>	<b>N</b>	<b>3300.00</b>	<b>3988.00</b>	<b>585</b>	<b>550</b>
24x16	109655	N	034933	N	3486.00	4197.00	625	581
<b>24x18</b>	<b>293408</b>	<b>N</b>	<b>034940</b>	<b>N</b>	<b>3504.00</b>	<b>4273.00</b>	<b>721</b>	<b>584</b>
24x20	109747	N	034957	N	3948.00	4746.00	805	658
<b>24</b>	<b>109754</b>	<b>N</b>	<b>034889</b>	<b>N</b>	<b>4260.00</b>	<b>5130.00</b>	<b>844</b>	<b>710</b>
30x6	100287	N	038818	N	4088.00	5654.00	717	654
<b>30x8</b>			<b>455127</b>	<b>N</b>	<b>4619.00</b>	<b>6191.00</b>		<b>739</b>
30x12			455110	N	5188.00	6784.00		830
<b>30</b>				<b>N</b>	<b>8269.00</b>	<b>10555.00</b>		<b>1323</b>
36x12			113263	N	6894.00	8864.00		1103
<b>36</b>			<b>114048</b>	<b>N</b>	<b>12406.00</b>	<b>15253.00</b>		<b>1949</b>
<b>42x36</b>			<b>113270</b>	<b>N</b>	<b>20169.00</b>	<b>24644.00</b>		<b>2988</b>
48x36			113294	N	26879.00	32664.00		3982
<b>48x42</b>				<b>N</b>	<b>27675.00</b>	<b>34274.00</b>		<b>4100</b>
48				N	28694.00	35948.00		4251

**MJxFE TEE ♦**

3	395607	N	032236	N	176.00	230.00	29	32
<b>4x3</b>	<b>395614</b>	<b>N</b>	<b>032274</b>	<b>N</b>	<b>194.00</b>	<b>258.00</b>	<b>34</b>	<b>37</b>
4	395621	N	032250	N	210.00	274.00	38	40
<b>6x3</b>	<b>396994</b>	<b>N</b>	<b>032328</b>	<b>N</b>	<b>265.00</b>	<b>349.00</b>	<b>51</b>	<b>53</b>
6x4	397007	N	032342	N	275.00	359.00	53	55
<b>6</b>	<b>397595</b>	<b>N</b>	<b>032298</b>	<b>N</b>	<b>315.00</b>	<b>399.00</b>	<b>64</b>	<b>63</b>
8x4	397533	N	032397	N	370.00	466.00	76	74
<b>8x6</b>	<b>397397</b>	<b>S</b>	<b>032403</b>	<b>N</b>	<b>400.00</b>	<b>496.00</b>	<b>81</b>	<b>80</b>
8	397403	N	032359	N	490.00	586.00	91	98
<b>10x4</b>	<b>397960</b>	<b>N</b>	<b>032021</b>	<b>N</b>	<b>450.00</b>	<b>578.00</b>	<b>92</b>	<b>90</b>
10x6	397410	N	032045	N	560.00	688.00	99	112
<b>10x8</b>	<b>397977</b>	<b>N</b>	<b>032076</b>	<b>N</b>	<b>605.00</b>	<b>733.00</b>	<b>127</b>	<b>121</b>
10	397984	N	031994	N	770.00	898.00	144	154
<b>12x4</b>	<b>397991</b>	<b>N</b>	<b>032151</b>	<b>N</b>	<b>590.00</b>	<b>734.00</b>	<b>118</b>	<b>118</b>
12x6	397427	N	032175	N	600.00	744.00	133	120
<b>12x8</b>	<b>398004</b>	<b>N</b>	<b>032205</b>	<b>N</b>	<b>690.00</b>	<b>834.00</b>	<b>146</b>	<b>138</b>
12x10	398011	N	032120	N	790.00	934.00	161	158
<b>12</b>	<b>398028</b>	<b>N</b>	<b>032106</b>	<b>N</b>	<b>990.00</b>	<b>1134.00</b>	<b>187</b>	<b>198</b>
14x6	053569	N	034599	N	1061.00	1277.00	205	202
<b>14x10</b>	<b>084433</b>	<b>N</b>	<b>034551</b>	<b>N</b>	<b>1523.00</b>	<b>1739.00</b>	<b>226</b>	<b>290</b>
14x12	084792	N	034575	N	1654.00	1870.00	238	315
<b>14</b>	<b>084808</b>	<b>N</b>	<b>034537</b>	<b>N</b>	<b>1775.00</b>	<b>1991.00</b>	<b>285</b>	<b>338</b>
16x6	053590	N	034704	N	1197.00	1459.00	230	228
<b>16x8</b>	<b>053606</b>	<b>N</b>	<b>034735</b>	<b>N</b>	<b>1449.00</b>	<b>1711.00</b>	<b>243</b>	<b>376</b>
16x10	084815	N	034650	N	1733.00	1995.00	281	330
<b>16x12</b>	<b>053613</b>	<b>N</b>	<b>034674</b>	<b>N</b>	<b>1785.00</b>	<b>2047.00</b>	<b>304</b>	<b>340</b>
16x14	084822	N		N	1874.00	2136.00	357	357
<b>16</b>	<b>084839</b>	<b>N</b>	034636	<b>N</b>	<b>2468.00</b>	<b>2730.00</b>	<b>374</b>	<b>470</b>
18x6	109389	N	<b>034766</b>	N	1484.00	1862.00	261	258
<b>18x8</b>	<b>086109</b>	<b>N</b>	034797	<b>N</b>	<b>1938.00</b>	<b>2316.00</b>	<b>351</b>	<b>337</b>

♦ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

**FBE - Fusion Bond Epoxy for Water Service applied in  
accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**MJ C153 FBE COATED****LP-5091****Tyler Union C153 DI FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	---------------------	--------------------	------------------------

**MJxFE TEE ♦ (Con't)**

20x6	109396	N	<b>034858</b>	N	2070.00	2506.00	341	360
<b>24x6</b>	<b>109402</b>	<b>N</b>	034971	<b>N</b>	<b>2436.00</b>	<b>3016.00</b>	<b>451</b>	<b>406</b>
24x12	086116	N	<b>034919</b>	N	3432.00	4012.00	580	572
<b>24x16</b>	<b>109808</b>	<b>N</b>			<b>4320.00</b>	<b>4900.00</b>	<b>744</b>	<b>720</b>

**MJxPExMJ TEE**

6	398615	N			285.00	369.00	57	
<b>8x6</b>	<b>398622</b>	<b>N</b>			<b>395.00</b>	<b>485.00</b>	<b>79</b>	
8	398639	N			435.00	531.00	87	
<b>10</b>	<b>398646</b>	<b>N</b>			<b>665.00</b>	<b>793.00</b>	<b>133</b>	

**MJxSWIVEL TEE (Includes Swivel Gland)**

6	398820	S	032304	N	335.00	419.00	71	67
<b>8x6</b>	<b>398844</b>	<b>S</b>	<b>032410</b>	<b>N</b>	<b>420.00</b>	<b>516.00</b>	<b>80</b>	<b>84</b>
8	109822	N	032366	N	525.00	621.00	94	105
<b>10x6</b>	<b>110927</b>	<b>N</b>	<b>032052</b>	<b>N</b>	<b>470.00</b>	<b>598.00</b>	<b>114</b>	<b>94</b>
10x8	109839	N	032083	N	575.00	703.00	138	115
<b>12x6</b>	<b>398851</b>	<b>N</b>	<b>032182</b>	<b>N</b>	<b>585.00</b>	<b>729.00</b>	<b>128</b>	<b>117</b>
12x8	109846	N	032212	N	725.00	869.00	149	145
<b>14x6</b>	<b>109853</b>	<b>N</b>	<b>034605</b>	<b>N</b>	<b>1202.00</b>	<b>1418.00</b>	<b>190</b>	<b>229</b>
16x6	109860	N	034711	N	1076.00	1338.00	243	205
<b>18x6</b>	<b>109877</b>	<b>N</b>	<b>034773</b>	<b>N</b>	<b>1599.00</b>	<b>1977.00</b>	<b>330</b>	<b>278</b>
20x6	109884	N	034865	N	1587.00	2023.00	380	276
<b>24x6</b>	<b>109891</b>	<b>N</b>	<b>034988</b>	<b>N</b>	<b>2364.00</b>	<b>2944.00</b>	<b>478</b>	<b>394</b>

**MJ TEE TAPPED (2" IPT Only) SEE NOTE**

3x2	395638	N	031949	N	156.00	210.00	21	19
<b>4x2</b>	<b>395645</b>	<b>N</b>	<b>031956</b>	<b>N</b>	<b>182.00</b>	<b>246.00</b>	<b>27</b>	<b>25</b>
6x2	395652	N	031963	N	240.00	324.00	40	37
<b>8x2</b>	<b>395669</b>	<b>N</b>	<b>031970</b>	<b>N</b>	<b>310.00</b>	<b>406.00</b>	<b>54</b>	<b>59</b>
10x2	398387	N	031925	N	375.00	503.00	67	68
<b>12x2</b>	<b>398394</b>	<b>N</b>	<b>031932</b>	<b>N</b>	<b>455.00</b>	<b>599.00</b>	<b>83</b>	<b>88</b>
14x2		N			820.00	1036.00	141	
<b>16x2</b>	<b>053620</b>	<b>N</b>	<b>034513</b>	<b>N</b>	<b>1141.00</b>	<b>1403.00</b>	<b>176</b>	<b>202</b>

**MJ TEE / CROSS UNTAPPED**

3	449430	N			116.00	170.00	21	
<b>4</b>	<b>447641</b>	<b>N</b>			<b>142.00</b>	<b>206.00</b>	<b>27</b>	
6	449089	S			200.00	284.00	40	
<b>8</b>	<b>447672</b>	<b>S</b>			<b>270.00</b>	<b>366.00</b>	<b>54</b>	
10	449119	S			335.00	463.00	67	
<b>12</b>	<b>449140</b>	<b>S</b>			<b>415.00</b>	<b>559.00</b>	<b>83</b>	
14		N			740.00	956.00	141	
<b>16</b>		<b>N</b>			<b>1061.00</b>	<b>1323.00</b>	<b>202</b>	

NOTE - For Tapped Tees, Plugs and Caps Only: We stock 2" IPT Taps only. For all tap sizes other than 2" IPT up to a 4" maximum add \$250.00 to the list price shown for corresponding 2" tapped fitting. Special tapped fittings are non-cancellable and non-returnable. Contact CSR for details.

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**MJ C153 FBE COATED****Tyler Union C153 DI FBE Coated Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>PLUG SOLID</b>								
3	400639	N	031086	N	55.00	N/A	8	10
4	<b>398837</b>	<b>S</b>	<b>031109</b>	<b>N</b>	<b>74.00</b>	<b>N/A</b>	<b>13</b>	<b>14</b>
6	398868	S	031123	N	120.00	N/A	18	24
8	<b>399131</b>	<b>S</b>	<b>031147</b>	<b>N</b>	<b>170.00</b>	<b>N/A</b>	<b>25</b>	<b>34</b>
10	051114	S	031048	N	220.00	N/A	44	44
12	<b>051121</b>	<b>S</b>	<b>031062</b>	<b>N</b>	<b>265.00</b>	<b>N/A</b>	<b>46</b>	<b>53</b>
14	107187	N	033165	N	578.00	N/A	83	110
16	<b>051138</b>	<b>S</b>	<b>033172</b>	<b>N</b>	<b>740.00</b>	<b>N/A</b>	<b>100</b>	<b>141</b>
18	052616	N	033189	N	1006.00	N/A	128	175
20	<b>052623</b>	<b>N</b>	<b>033196</b>	<b>N</b>	<b>1231.00</b>	<b>N/A</b>	<b>153</b>	<b>214</b>
24	072041	N	033202	N	1782.00	N/A	202	297
30				<b>N</b>	<b>3388.00</b>	<b>N/A</b>		<b>542</b>
36			093589	N	5238.00	N/A		838
42				<b>N</b>	<b>7364.00</b>	<b>N/A</b>		<b>1091</b>
48			448945	N	9821.00	N/A		1455

**PLUG TAPT (2" IPT Only) SEE NOTE**

3x2	333579	N	031185	N	95.00	N/A	8	10
4x2	<b>398875</b>	<b>S</b>	<b>031208</b>	<b>N</b>	<b>114.00</b>	<b>N/A</b>	<b>13</b>	<b>14</b>
6x2	398882	S	031222	N	160.00	N/A	18	24
8x2	<b>398899</b>	<b>S</b>	<b>031246</b>	<b>N</b>	<b>210.00</b>	<b>N/A</b>	<b>25</b>	<b>34</b>
10x2	401551	N	031161	N	260.00	N/A	44	44
12x2	<b>107132</b>	<b>N</b>	<b>031178</b>	<b>N</b>	<b>305.00</b>	<b>N/A</b>	<b>46</b>	<b>53</b>
14x2	105879	N	033219	N	658.00	N/A	83	110
16x2	<b>402459</b>	<b>N</b>	<b>033226</b>	<b>N</b>	<b>820.00</b>	<b>N/A</b>	<b>100</b>	<b>141</b>
18x2	084396	N	033233	N	1086.00	N/A	128	175
20x2	<b>084402</b>	<b>N</b>	<b>033240</b>	<b>N</b>	<b>1311.00</b>	<b>N/A</b>	<b>153</b>	<b>214</b>
24x2	084419	N	033257	N	1882.00	N/A	202	297
30x2				<b>N</b>	<b>3488.00</b>	<b>N/A</b>		<b>542</b>
36x2			<b>093619</b>	<b>N</b>	<b>5338.00</b>	<b>N/A</b>		<b>838</b>
42x2				N	7564.00	N/A		1091
48x2				<b>N</b>	<b>10021.00</b>	<b>N/A</b>		<b>1455</b>

**SOLID SLEEVE SHORT**

3	107101	N	031871	N	72.00	126.00	13	13
4	<b>037408</b>	<b>S</b>	<b>031895</b>	<b>N</b>	<b>74.00</b>	<b>138.00</b>	<b>19</b>	<b>14</b>
6	395676	S	031901	N	125.00	209.00	29	25
8	<b>398257</b>	<b>S</b>	<b>031918</b>	<b>N</b>	<b>170.00</b>	<b>266.00</b>	<b>38</b>	<b>34</b>
10	398264	S	031833	N	260.00	388.00	48	52
12	<b>397236</b>	<b>S</b>	<b>031857</b>	<b>N</b>	<b>290.00</b>	<b>434.00</b>	<b>62</b>	<b>58</b>
14	072157	N	033783	N	567.00	783.00	116	108
16	<b>398660</b>	<b>S</b>	<b>034445</b>	<b>N</b>	<b>709.00</b>	<b>971.00</b>	<b>123</b>	<b>135</b>
18	402312	N	034469	N	914.00	1292.00	160	159
20	<b>086123</b>	<b>N</b>	<b>034483</b>	<b>N</b>	<b>1116.00</b>	<b>1552.00</b>	<b>212</b>	<b>194</b>
24	086147	N	034506	N	1524.00	2104.00	272	254
30			<b>456544</b>	<b>N</b>	<b>3044.00</b>	<b>4568.00</b>		<b>487</b>
36				N	4138.00	6036.00		662
42			<b>113249</b>	<b>N</b>	<b>5954.00</b>	<b>9480.00</b>		<b>882</b>
48			113256	N	7445.00	12281.00		1103

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**MJ C153 FBE COATED****LP-5091****Tyler Union C153 DI FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>SOLID SLEEVE LONG</b>								
3	397557	S	031864	N	99.00	153.00	21	18
4	<b>395683</b>	<b>S</b>	<b>031888</b>	<b>N</b>	<b>116.00</b>	<b>180.00</b>	<b>25</b>	<b>22</b>
6	395690	S	031710	N	175.00	259.00	37	35
8	<b>397014</b>	<b>S</b>	<b>031727</b>	<b>N</b>	<b>230.00</b>	<b>326.00</b>	<b>52</b>	<b>46</b>
10	397656	S	031826	N	345.00	473.00	68	69
12	<b>397663</b>	<b>S</b>	<b>031840</b>	<b>N</b>	<b>460.00</b>	<b>604.00</b>	<b>81</b>	<b>92</b>
14	052630	N	033776	N	725.00	941.00	146	138
16	<b>398929</b>	<b>S</b>	<b>033790</b>	<b>N</b>	<b>924.00</b>	<b>1186.00</b>	<b>170</b>	<b>176</b>
18	053644	N	034452	N	1208.00	1586.00	230	210
20	<b>052647</b>	<b>N</b>	<b>034476</b>	<b>N</b>	<b>1461.00</b>	<b>1897.00</b>	<b>269</b>	<b>254</b>
24	052654	N	034490	N	2004.00	2584.00	380	334
30	<b>458128</b>	<b>N</b>	<b>456834</b>	<b>N</b>	<b>4025.00</b>	<b>5549.00</b>	<b>640</b>	<b>644</b>
36			112846	N	5400.00	7298.00		925
42				N	<b>7533.00</b>	<b>11059.00</b>		<b>1116</b>
48				N	9349.00	14185.00		1385

**CAP SOLID**

3	402329	N	030706	N	55.00	82.00	8	10
4	<b>398691</b>	<b>S</b>	<b>030713</b>	<b>N</b>	<b>47.00</b>	<b>79.00</b>	<b>10</b>	<b>9</b>
6	398707	S	030720	N	80.00	122.00	19	16
8	<b>398714</b>	<b>S</b>	<b>030737</b>	<b>N</b>	<b>125.00</b>	<b>173.00</b>	<b>26</b>	<b>25</b>
10	398653	S	030683	N	185.00	249.00	32	37
12	<b>398721</b>	<b>S</b>	<b>030690</b>	<b>N</b>	<b>235.00</b>	<b>307.00</b>	<b>56</b>	<b>47</b>
14	108177	N	032984	N	383.00	491.00	71	73
16	<b>053248</b>	<b>N</b>	<b>032991</b>	<b>N</b>	<b>515.00</b>	<b>646.00</b>	<b>94</b>	<b>98</b>
18	052661	N	033004	N	690.00	879.00	121	120
20	<b>052678</b>	<b>N</b>	<b>033011</b>	<b>N</b>	<b>828.00</b>	<b>1046.00</b>	<b>148</b>	<b>144</b>
24	072058	N	033028	N	1188.00	1478.00	210	198
30				N	<b>2156.00</b>	<b>2918.00</b>		<b>345</b>
36			093527	N	3919.00	4868.00		627
42				N	<b>4880.00</b>	<b>6643.00</b>		<b>723</b>
48				N	6575.00	8993.00		974

**CAP TAPT (2" IPT Only) SEE NOTE**

3x2	351238	N			95.00	122.00	8	
4x2	<b>398738</b>	<b>S</b>	<b>030775</b>	<b>N</b>	<b>87.00</b>	<b>119.00</b>	<b>10</b>	<b>9</b>
6x2	398745	S	030782	N	120.00	162.00	19	16
8x2	<b>398752</b>	<b>S</b>	<b>030799</b>	<b>N</b>	<b>165.00</b>	<b>213.00</b>	<b>26</b>	<b>25</b>
10x2	401568	N	030744	N	225.00	289.00	32	37
12x2	<b>398769</b>	<b>N</b>	<b>030751</b>	<b>N</b>	<b>275.00</b>	<b>347.00</b>	<b>56</b>	<b>47</b>
14x2	084730	N	033035	N	463.00	571.00	71	73
16x2	<b>109792</b>	<b>N</b>	<b>033042</b>	<b>N</b>	<b>595.00</b>	<b>726.00</b>	<b>94</b>	<b>98</b>
18x2	084471	N	033059	N	770.00	959.00	121	120

NOTE - For Tapped Tees, Plugs and Caps Only: We stock 2" IPT Taps only. For all tap sizes other than 2" IPT up to a 4" maximum add \$250.00 to the list price shown for corresponding 2" tapped fitting. Special tapped fittings are non-cancellable and non-returnable. Contact CSR for details.

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**MJ C153 FBE COATED****Tyler Union C153 DI FBE Coated Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>CAP TAPT (2" IPT Only) (Con't) SEE NOTE</b>								
<b>20x2</b>	<b>084488</b>	<b>N</b>	<b>033066</b>	<b>N</b>	<b>908.00</b>	<b>1126.00</b>	<b>148</b>	<b>144</b>
24x2	084693	N	033073	N	1288.00	1578.00	210	198
<b>30x2</b>				<b>N</b>	<b>2256.00</b>	<b>3018.00</b>		<b>345</b>
36x2			093558	N	4019.00	4968.00		627
<b>42x2</b>				<b>N</b>	<b>5080.00</b>	<b>6843.00</b>		<b>723</b>
48x2				N	6775.00	9193.00		974

**MJ REDUCER**

4x3	395706	S	031680	N	95.00	154.00	18	18
<b>6x3</b>	<b>395713</b>	<b>N</b>	<b>031703</b>	<b>N</b>	<b>130.00</b>	<b>199.00</b>	<b>28</b>	<b>26</b>
6x4	395720	S	031765	N	115.00	189.00	26	23
<b>8x4</b>	<b>047773</b>	<b>S</b>	<b>031789</b>	<b>N</b>	<b>180.00</b>	<b>260.00</b>	<b>36</b>	<b>36</b>
8x6	397601	S	031802	N	190.00	280.00	38	34
<b>10x4</b>	<b>398288</b>	<b>N</b>	<b>031550</b>	<b>N</b>	<b>210.00</b>	<b>306.00</b>	<b>51</b>	<b>42</b>
10x6	398295	S	031567	N	210.00	316.00	54	42
<b>10x8</b>	<b>397434</b>	<b>S</b>	<b>031581</b>	<b>N</b>	<b>230.00</b>	<b>342.00</b>	<b>54</b>	<b>46</b>
12x4	397106	N	031628	N	265.00	369.00	67	53
<b>12x6</b>	<b>397670</b>	<b>S</b>	<b>031642</b>	<b>N</b>	<b>280.00</b>	<b>394.00</b>	<b>67</b>	<b>56</b>
12x8	397687	S	031666	N	285.00	405.00	57	57
<b>12x10</b>	<b>397441</b>	<b>S</b>	<b>031604</b>	<b>N</b>	<b>300.00</b>	<b>436.00</b>	<b>63</b>	<b>60</b>
14x6	053651	N	033547	N	578.00	728.00	104	110
<b>14x8</b>	<b>072164</b>	<b>N</b>	<b>033554</b>	<b>N</b>	<b>578.00</b>	<b>734.00</b>	<b>104</b>	<b>110</b>
14x10	053668	N	033523	N	525.00	697.00	100	100
<b>14x12</b>	<b>084358</b>	<b>N</b>	<b>033530</b>	<b>N</b>	<b>525.00</b>	<b>705.00</b>	<b>100</b>	<b>100</b>
16x6	053675	N	033615	N	761.00	934.00	132	145
<b>16x8</b>	<b>052685</b>	<b>N</b>	<b>033639</b>	<b>N</b>	<b>735.00</b>	<b>914.00</b>	<b>128</b>	<b>140</b>
16x10	084365	N	033561	N	709.00	904.00	128	135
<b>16x12</b>	<b>398400</b>	<b>S</b>	<b>033585</b>	<b>N</b>	<b>683.00</b>	<b>886.00</b>	<b>112</b>	<b>130</b>
16x14	053682	N	033608	N	866.00	1105.00	140	165
<b>18x8</b>	<b>053699</b>	<b>N</b>	<b>033684</b>	<b>N</b>	<b>932.00</b>	<b>1169.00</b>	<b>190</b>	<b>162</b>
18x10	053705	N	112525	N	1064.00	1317.00	196	185
<b>18x12</b>	<b>053712</b>	<b>N</b>	<b>033653</b>	<b>N</b>	<b>1035.00</b>	<b>1296.00</b>	<b>185</b>	<b>180</b>
18x14	053729	N	033660	N	1052.00	1349.00	190	183
<b>18x16</b>	<b>053736</b>	<b>N</b>	<b>033677</b>	<b>N</b>	<b>1098.00</b>	<b>1418.00</b>	<b>196</b>	<b>191</b>
20x8			455646	N	1311.00	1577.00	228	
20x10	105893	N	033691	N	1236.00	1518.00	225	215
<b>20x12</b>	<b>109419</b>	<b>N</b>	<b>033707</b>	<b>N</b>	<b>1156.00</b>	<b>1446.00</b>	<b>210</b>	<b>201</b>
20x14	109815	N	034438	N	1150.00	1476.00	208	200
<b>20x16</b>	<b>109761</b>	<b>N</b>	<b>033714</b>	<b>N</b>	<b>1064.00</b>	<b>1413.00</b>	<b>238</b>	<b>185</b>
20x18	109426	N	033721	N	1185.00	1592.00	250	206
<b>24x12</b>	<b>109433</b>	<b>N</b>	<b>033738</b>	<b>N</b>	<b>1842.00</b>	<b>2204.00</b>	<b>327</b>	<b>307</b>
24x14	105886	N		N	1890.00	2288.00	315	
<b>24x16</b>	<b>086154</b>	<b>N</b>	<b>033745</b>	<b>N</b>	<b>1914.00</b>	<b>2335.00</b>	<b>324</b>	<b>319</b>
24x18	154020	N	033752	N	1800.00	2279.00	328	300

NOTE - For Tapped Tees, Plugs and Caps Only: We stock 2" IPT Taps only. For all tap sizes other than 2" IPT up to a 4" maximum add \$250.00 to the list price shown for corresponding 2" tapped fitting. Special tapped fittings are non-cancellable and non-returnable. Contact CSR for details.

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**MJ C153 FBE COATED****LP-5091****Tyler Union C153 DI FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ REDUCER (Con't)</b>								
<b>24x20</b>	<b>109778</b>	<b>N</b>	<b>033769</b>	<b>N</b>	<b>1848.00</b>	<b>2356.00</b>	<b>334</b>	<b>308</b>
30x16			093633	N	3981.00	5061.00		637
<b>30x18</b>			<b>113225</b>	<b>N</b>	<b>4138.00</b>	<b>5276.00</b>		<b>662</b>
30x20			093640	N	3913.00	4893.00		626
<b>30x24</b>		<b>N</b>	<b>449980</b>	<b>N</b>	<b>2988.00</b>	<b>4040.00</b>	<b>478</b>	<b>478</b>
36x20			113232	N	6063.00	7230.00		970
<b>36x24</b>				<b>N</b>	<b>4813.00</b>	<b>6052.00</b>		<b>770</b>
36x30				N	5238.00	6949.00		838
<b>42x16</b>				<b>N</b>	<b>8141.00</b>	<b>10035.00</b>		<b>1206</b>
42x18				N	8066.00	10018.00		1195
<b>42x20</b>				<b>N</b>	<b>8039.00</b>	<b>10020.00</b>		<b>1191</b>
42x24				N	9005.00	11058.00		1334
<b>42x30</b>				<b>N</b>	<b>7202.00</b>	<b>9727.00</b>		<b>1067</b>
42x36				N	7533.00	10245.00		1116
<b>48x16</b>				<b>N</b>	<b>11131.00</b>	<b>13680.00</b>		<b>1649</b>
48x18				N	10733.00	13340.00		1590
<b>48x20</b>				<b>N</b>	<b>10118.00</b>	<b>12754.00</b>		<b>1499</b>
48x24				N	10375.00	13083.00		1537
<b>48x30</b>				<b>N</b>	<b>12501.00</b>	<b>15681.00</b>		<b>1852</b>
48x36				N	11016.00	14383.00		1632
<b>48x42</b>				<b>N</b>	<b>10031.00</b>	<b>14212.00</b>		<b>1486</b>

**SMALL END BELL (SEB) REDUCER**

4x3	395737	N	031505	N	95.00	127.00	17	18
<b>6x3</b>	<b>395744</b>	<b>N</b>	<b>031512</b>	<b>N</b>	<b>135.00</b>	<b>167.00</b>	<b>24</b>	<b>27</b>
6x4	395751	S	031529	N	130.00	172.00	24	26
<b>8x4</b>	<b>395768</b>	<b>N</b>	<b>031536</b>	<b>N</b>	<b>170.00</b>	<b>212.00</b>	<b>30</b>	<b>34</b>
8x6	398776	S	031543	N	175.00	223.00	35	55
<b>10x4</b>	<b>398035</b>	<b>N</b>	<b>031437</b>	<b>N</b>	<b>220.00</b>	<b>262.00</b>	<b>43</b>	<b>44</b>
10x6	398301	S	031444	N	230.00	278.00	46	46
<b>10x8</b>	<b>398417</b>	<b>S</b>	<b>031451</b>	<b>N</b>	<b>245.00</b>	<b>309.00</b>	<b>46</b>	<b>49</b>
12x4	398042	N	031475	N	310.00	352.00	61	62
<b>12x6</b>	<b>397045</b>	<b>S</b>	<b>031482</b>	<b>N</b>	<b>325.00</b>	<b>373.00</b>	<b>58</b>	<b>65</b>
12x8	397458	S	031499	N	305.00	369.00	54	61
<b>12x10</b>	<b>397052</b>	<b>S</b>	<b>031468</b>	<b>N</b>	<b>305.00</b>	<b>377.00</b>	<b>56</b>	<b>61</b>
14x6	053743	N			562.00	610.00	107	
<b>14x8</b>	<b>053750</b>	<b>N</b>			<b>562.00</b>	<b>626.00</b>	<b>107</b>	
14x10	053767	N			494.00	566.00	94	
<b>14x12</b>	<b>053897</b>	<b>N</b>			<b>494.00</b>	<b>566.00</b>	<b>94</b>	
16x6	053262	N	033417	N	730.00	778.00	126	139
<b>16x8</b>	<b>053903</b>	<b>N</b>	<b>033424</b>	<b>N</b>	<b>704.00</b>	<b>768.00</b>	<b>105</b>	<b>134</b>
16x10	052708	N	033394	N	693.00	765.00	105	132
<b>16x12</b>	<b>052692</b>	<b>N</b>	<b>033400</b>	<b>N</b>	<b>651.00</b>	<b>723.00</b>	<b>109</b>	<b>124</b>
16x14	053910	N			662.00	770.00	126	
<b>18x8</b>	<b>052715</b>	<b>N</b>			<b>975.00</b>	<b>1039.00</b>	<b>180</b>	
18x10	084846	N			995.00	1067.00	180	
<b>18x12</b>	<b>053927</b>	<b>N</b>	<b>033431</b>	<b>N</b>	<b>997.00</b>	<b>1069.00</b>	<b>170</b>	<b>169</b>
18x14	084853	N	033448	N	1006.00	1114.00	181	175
<b>18x16</b>	<b>053934</b>	<b>N</b>			<b>1035.00</b>	<b>1166.00</b>	<b>180</b>	

**FBE - Fusion Bond Epoxy for Water Service applied in  
accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**MJ C153 FBE COATED****Tyler Union C153 DI FBE Coated Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>SMALL END BELL (SEB) REDUCER (Cont')</b>								
20x10	105916	N	033455		1323.00	1395.00	210	230
<b>20x12</b>	<b>109440</b>	<b>N</b>	<b>033462</b>		<b>1070.00</b>	<b>1142.00</b>	<b>200</b>	<b>186</b>
20x14	107057	N	033479		1139.00	1247.00	198	198
<b>20x16</b>	<b>109785</b>	<b>N</b>	<b>033486</b>		<b>1156.00</b>	<b>1287.00</b>	<b>215</b>	<b>201</b>
20x18	107064	N			1265.00	1454.00	220	
<b>24x12</b>	<b>109457</b>	<b>N</b>	<b>033493</b>	<b>N</b>	<b>1650.00</b>	<b>1722.00</b>	<b>300</b>	<b>275</b>
24x14	105923	N			1950.00	2058.00	325	
<b>24x16</b>	<b>109464</b>	<b>N</b>	<b>033509</b>	<b>N</b>	<b>1674.00</b>	<b>1805.00</b>	<b>319</b>	<b>279</b>
24x18	105930	N			1860.00	2049.00	310	
<b>24x20</b>	<b>105947</b>	<b>N</b>	<b>033516</b>	<b>N</b>	<b>1620.00</b>	<b>1838.00</b>	<b>305</b>	<b>270</b>
30x16				N	3581.00	3712.00		573
<b>30x18</b>				<b>N</b>	<b>3856.00</b>	<b>4045.00</b>		<b>617</b>
30x20				N	3500.00	3718.00		560
<b>30x24</b>				<b>N</b>	<b>3094.00</b>	<b>3384.00</b>		<b>495</b>
36x16				N	4931.00	5062.00		789
<b>36x20</b>				<b>N</b>	<b>5375.00</b>	<b>5593.00</b>		<b>860</b>
36x24				N	4663.00	4953.00		746
<b>36x30</b>				<b>N</b>	<b>5463.00</b>	<b>6225.00</b>		<b>874</b>

**LARGE END BELL (LEB) REDUCER**

4x3	395775	N	031383	N	95.00	137.00	17	18
<b>6x3</b>	<b>395782</b>	<b>N</b>	<b>031390</b>	<b>N</b>	<b>130.00</b>	<b>178.00</b>	<b>19</b>	<b>26</b>
6x4	395799	S	031406	N	150.00	198.00	25	30
<b>8x4</b>	<b>053279</b>	<b>N</b>	<b>031413</b>	<b>N</b>	<b>170.00</b>	<b>234.00</b>	<b>36</b>	<b>34</b>
8x6	398783	S	031420	N	185.00	249.00	37	37
<b>10x4</b>	<b>398059</b>	<b>N</b>	<b>031260</b>	<b>N</b>	<b>230.00</b>	<b>302.00</b>	<b>46</b>	<b>46</b>
10x6	398424	N	031284	N	230.00	302.00	42	46
<b>10x8</b>	<b>398318</b>	<b>N</b>	<b>031307</b>	<b>N</b>	<b>250.00</b>	<b>322.00</b>	<b>47</b>	<b>50</b>
12x4	398066	N	031345	N	375.00	447.00	64	75
<b>12x6</b>	<b>397069</b>	<b>N</b>	<b>031369</b>	<b>N</b>	<b>300.00</b>	<b>372.00</b>	<b>58</b>	<b>60</b>
12x8	398431	S	031376	N	310.00	382.00	55	62
<b>12x10</b>	<b>398073</b>	<b>N</b>	<b>031321</b>	<b>N</b>	<b>320.00</b>	<b>392.00</b>	<b>61</b>	<b>64</b>
14x6	084860	N			588.00	696.00	112	
<b>14x8</b>	<b>084877</b>	<b>N</b>			<b>567.00</b>	<b>675.00</b>	<b>108</b>	
14x10	084884	N			525.00	633.00	100	
<b>14x12</b>	<b>053941</b>	<b>N</b>			<b>767.00</b>	<b>875.00</b>	<b>96</b>	
16x6	052852	N	033295	N	830.00	961.00	144	158
<b>16x8</b>	<b>056027</b>	<b>N</b>	<b>033301</b>	<b>N</b>	<b>830.00</b>	<b>961.00</b>	<b>136</b>	<b>158</b>
16x10	071907	N	033264	N	793.00	924.00	116	151
<b>16x12</b>	<b>084372</b>	<b>N</b>	<b>033271</b>	<b>N</b>	<b>882.00</b>	<b>1013.00</b>	<b>158</b>	<b>168</b>
16x14	071914	N	033288	N	935.00	1066.00	175	178
<b>18x8</b>	<b>084976</b>	<b>N</b>			<b>1121.00</b>	<b>1310.00</b>	<b>195</b>	
18x10	084983	N			1064.00	1253.00	185	
<b>18x12</b>	<b>084990</b>	<b>N</b>	<b>033318</b>	<b>N</b>	<b>1006.00</b>	<b>1195.00</b>	<b>183</b>	<b>175</b>
18x14	085003	N	033325	N	1093.00	1282.00	200	190
<b>18x16</b>	<b>085010</b>	<b>N</b>	<b>033332</b>	<b>N</b>	<b>1093.00</b>	<b>1282.00</b>	<b>192</b>	<b>190</b>
20x10	107071	N	033349	N	1248.00	1466.00	210	217
<b>20x12</b>	<b>105954</b>	<b>N</b>	<b>033356</b>	<b>N</b>	<b>1213.00</b>	<b>1431.00</b>	<b>214</b>	<b>211</b>

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**MJ C153 FBE COATED****LP-5091****Tyler Union C153 DI FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	---------------------	--------------------	------------------------

**LARGE END BELL (LEB) REDUCER (Con't)**

20x14	110026	N			1179.00	1397.00	205	
<b>20x16</b>	<b>107088</b>	<b>N</b>	<b>033363</b>	<b>N</b>	<b>1202.00</b>	<b>1420.00</b>	<b>238</b>	<b>209</b>
24x12	105961	N	033370	N	1794.00	2084.00	300	299
<b>24x14</b>	<b>107095</b>	<b>N</b>			<b>1890.00</b>	<b>2180.00</b>	<b>315</b>	
24x16	109471	N	033387	N	1782.00	2072.00	340	297

**PEPE REDUCER**

4x3	395805	N	031697	N	89.00	N/A	15	17
<b>6x3</b>	<b>395812</b>	<b>N</b>	<b>031758</b>	<b>N</b>	<b>115.00</b>	<b>N/A</b>	<b>20</b>	<b>23</b>
6x4	395829	S	031772	N	125.00	N/A	22	25
<b>8x4</b>	<b>397021</b>	<b>N</b>	<b>031796</b>	<b>N</b>	<b>165.00</b>	<b>N/A</b>	<b>33</b>	<b>33</b>
8x6	397540	S	031819	N	175.00	N/A	30	35
<b>10x6</b>	<b>398080</b>	<b>N</b>	<b>031574</b>	<b>N</b>	<b>225.00</b>	<b>N/A</b>	<b>46</b>	<b>45</b>
10x8	397076	N	031598	N	250.00	N/A	47	50
<b>12x4</b>	<b>398097</b>	<b>N</b>	<b>031635</b>	<b>N</b>	<b>295.00</b>	<b>N/A</b>	<b>60</b>	<b>59</b>
12x6	397083	N	031659	N	300.00	N/A	54	60
<b>12x8</b>	<b>397090</b>	<b>S</b>	<b>031673</b>	<b>N</b>	<b>300.00</b>	<b>N/A</b>	<b>54</b>	<b>60</b>
12x10	398448	N	031611	N	325.00	N/A	55	65
<b>14x12</b>	<b>085027</b>	<b>N</b>			<b>483.00</b>	<b>N/A</b>	<b>92</b>	
16x6	085034	N	033622	N	698.00	N/A	93	133
<b>16x8</b>	<b>071938</b>	<b>N</b>	<b>033646</b>	<b>N</b>	<b>698.00</b>	<b>N/A</b>	<b>132</b>	<b>133</b>
16x10	085041	N	033578	N	677.00	N/A	126	129
<b>16x12</b>	<b>084389</b>	<b>N</b>	<b>033592</b>	<b>N</b>	<b>662.00</b>	<b>N/A</b>	<b>99</b>	<b>126</b>
16x14	085140	N			698.00	N/A	133	

**ALL MJ CROSS**

3	108504	N	030942	N	182.00	290.00	31	33
<b>4x3</b>	<b>108849</b>	<b>N</b>	<b>030973</b>	<b>N</b>	<b>257.00</b>	<b>375.00</b>	<b>40</b>	<b>49</b>
4	398103	N	030966	N	299.00	427.00	45	57
<b>6x4</b>	<b>398110</b>	<b>N</b>	<b>030997</b>	<b>N</b>	<b>245.00</b>	<b>393.00</b>	<b>62</b>	<b>49</b>
6	398455	N	030980	N	410.00	578.00	77	82
<b>8x4</b>	<b>398127</b>	<b>N</b>	<b>031017</b>	<b>N</b>	<b>495.00</b>	<b>655.00</b>	<b>84</b>	<b>99</b>
8x6	398134	S	031024	N	360.00	540.00	98	72
<b>8</b>	<b>037415</b>	<b>S</b>	<b>031000</b>	<b>N</b>	<b>405.00</b>	<b>597.00</b>	<b>112</b>	<b>81</b>
10x4	398141	N	030812	N	490.00	682.00	98	98
<b>10x6</b>	<b>398158</b>	<b>N</b>	<b>030829</b>	<b>N</b>	<b>460.00</b>	<b>672.00</b>	<b>110</b>	<b>92</b>
10x8	398165	S	030836	N	570.00	794.00	135	114
<b>10</b>	<b>398172</b>	<b>S</b>	<b>030805</b>	<b>N</b>	<b>605.00</b>	<b>861.00</b>	<b>156</b>	<b>121</b>
12x4	398189	N	030881	N	500.00	708.00	115	100
<b>12x6</b>	<b>398196</b>	<b>S</b>	<b>030904</b>	<b>N</b>	<b>570.00</b>	<b>798.00</b>	<b>128</b>	<b>114</b>
12x8	398202	S	030928	N	660.00	900.00	162	132
<b>12x10</b>	<b>398219</b>	<b>N</b>	<b>030874</b>	<b>N</b>	<b>1040.00</b>	<b>1312.00</b>	<b>180</b>	<b>208</b>
12	398226	S	030867	N	1040.00	1328.00	206	208
<b>14x6</b>	<b>085270</b>	<b>N</b>	<b>033097</b>	<b>N</b>	<b>1092.00</b>	<b>1392.00</b>	<b>210</b>	<b>208</b>
14x8	085287	N	033103	N	1313.00	1625.00	231	250
<b>14x10</b>	<b>085294</b>	<b>N</b>			<b>1339.00</b>	<b>1683.00</b>	<b>255</b>	
14x12	084440	N			1412.00	1772.00	269	
<b>14</b>	<b>072003</b>	<b>N</b>	<b>033080</b>	<b>N</b>	<b>1570.00</b>	<b>2002.00</b>	<b>299</b>	<b>299</b>

FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.

**MJ C153 FBE COATED****Tyler Union C153 DI FBE Coated Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>ALL MJ CROSS (Con't)</b>								
16x6	398233	N	033141	N	1313.00	1659.00	246	250
<b>16x8</b>	<b>398240</b>	<b>S</b>	<b>033158</b>	<b>N</b>	<b>1517.00</b>	<b>1875.00</b>	<b>261</b>	<b>289</b>
16x10	072010	N	033127	N	1811.00	2201.00	296	345
<b>16x12</b>	<b>052722</b>	<b>N</b>	<b>033134</b>	<b>N</b>	<b>2084.00</b>	<b>2490.00</b>	<b>312</b>	<b>397</b>
16	053255	N	033110	N	3035.00	3559.00	457	578
<b>24</b>				<b>N</b>	<b>5478.00</b>	<b>6638.00</b>		<b>913</b>
30			093336	N	11500.00	14548.00		1840
<b>36</b>			<b>093367</b>	<b>N</b>	<b>16594.00</b>	<b>20390.00</b>		<b>2655</b>

**MJxFE DUAL PURPOSE CUTTING-IN SLEEVE (With Dual-Purpose Accessories)**

4	109907	N			236.00	N/A	45	
<b>6</b>	<b>109914</b>	<b>N</b>			<b>310.00</b>	<b>N/A</b>	<b>62</b>	
8	109921	N			388.00	N/A	52	
<b>10</b>	<b>109938</b>	<b>N</b>			<b>510.00</b>	<b>N/A</b>	<b>102</b>	
12	109945	N			675.00	N/A	135	

**SWIVELxSOLID HYDRANT ADAPTER (With Swivel Gland)**

6x13	109952	N	040385	N	235.00	N/A	52	47
<b>6x18</b>	<b>109969</b>	<b>N</b>	<b>040415</b>	<b>N</b>	<b>290.00</b>	<b>N/A</b>	<b>59</b>	<b>58</b>
6x24	109976	N	040422	N	345.00	N/A	75	69
<b>8x12</b>	<b>109983</b>	<b>N</b>			<b>350.00</b>	<b>N/A</b>	<b>70</b>	

**SWIVELxSWIVEL ADAPTERS (With 2 Swivel Glands)**

6x12	109990	N			230.00	N/A	46	
<b>6x18</b>	<b>110002</b>	<b>N</b>			<b>335.00</b>	<b>N/A</b>	<b>67</b>	
6x24	110019	N			340.00	N/A	68	

**SWIVELxSWIVEL HYDRANT ELL**

6	053125	N	245865	N	365.00	N/A	71	73
---	--------	---	--------	---	--------	-----	----	----

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**PUSH-ON FBE COATED****LP-5091 Tyler Union C153 Union-Tite DI FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**UT 90° (1/4) BENDS**

4	402534	S	248521	N	158.00	32	30
6	<b>030935</b>	<b>S</b>	<b>245667</b>	<b>N</b>	<b>265.00</b>	<b>51</b>	<b>53</b>
8	030959	N	245766	N	415.00	80	83
10	<b>402541</b>	<b>N</b>	<b>142119</b>	<b>N</b>	<b>620.00</b>	<b>121</b>	<b>124</b>
12	031079	S	142157	N	910.00	151	182
14	<b>403708</b>	<b>N</b>	<b>044796</b>	<b>N</b>	<b>1208.00</b>	<b>254</b>	<b>230</b>
16	403715	N	044833	N	1622.00	328	309
18	<b>403722</b>	<b>N</b>			<b>2772.00</b>	<b>482</b>	
20	404019	N			3105.00	540	
24	<b>404026</b>	<b>N</b>			<b>4044.00</b>	<b>674</b>	

**UT 45° (1/8) BENDS**

4	402558	N	043140	N	130.00	29	28
6	<b>031093</b>	<b>S</b>	<b>043164</b>	<b>N</b>	<b>220.00</b>	<b>42</b>	<b>44</b>
8	398790	S	245759	N	355.00	66	71
10	<b>402565</b>	<b>S</b>	<b>142102</b>	<b>N</b>	<b>505.00</b>	<b>101</b>	<b>101</b>
12	031130	S	142140	N	685.00	128	137
14	<b>403739</b>	<b>N</b>	<b>044789</b>	<b>N</b>	<b>945.00</b>	<b>143</b>	<b>180</b>
16	403746	N	044826	N	1460.00	225	278
18	<b>403753</b>	<b>N</b>			<b>1702.00</b>	<b>209</b>	
20	403760	N			2283.00	397	
24	<b>403777</b>	<b>N</b>			<b>2952.00</b>	<b>492</b>	

**UT 22½° (1/16) BENDS**

4	402572	N	043133	N	137.00	18	26
6	<b>031116</b>	<b>S</b>	<b>245650</b>	<b>N</b>	<b>195.00</b>	<b>39</b>	<b>39</b>
8	047087	N	245742	N	275.00	64	55
10	<b>402589</b>	<b>N</b>	<b>142096</b>	<b>N</b>	<b>415.00</b>	<b>67</b>	<b>83</b>
12	047094	N	142133	N	665.00	111	133
14	<b>403784</b>	<b>N</b>	<b>044772</b>	<b>N</b>	<b>945.00</b>	<b>162</b>	<b>180</b>
16	403791	N	044819	N	1428.00	195	272
18	<b>403807</b>	<b>N</b>			<b>1502.00</b>	<b>209</b>	
20	403814	N			2381.00	414	
24	<b>403821</b>	<b>N</b>			<b>3576.00</b>	<b>596</b>	

**UT 11¼° (1/32) BENDS**

4	402596	N	043126	N	137.00	18	26
6	<b>047865</b>	<b>S</b>	<b>245643</b>	<b>N</b>	<b>185.00</b>	<b>40</b>	<b>37</b>
8	047858	N	245681	N	270.00	60	54
10	<b>402602</b>	<b>N</b>	<b>355489</b>	<b>N</b>	<b>395.00</b>	<b>77</b>	<b>79</b>
12	047872	N	142126	N	505.00	92	101
14	<b>404033</b>	<b>N</b>	<b>044765</b>	<b>N</b>	<b>945.00</b>	<b>113</b>	<b>180</b>
16	403838	N	044802	N	1517.00	172	289
18	<b>403845</b>	<b>N</b>			<b>1502.00</b>	<b>209</b>	
20	404040	N			1624.00	265	

FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.

**PUSH-ON FBE COATED****Tyler Union C153 Union-Tite DI FBE Coated Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**UT x FLG 90° (1/4) BENDS ♦**

4	402619	N			163.00	31	
6	<b>402626</b>	<b>N</b>	<b>043287</b>	<b>N</b>	<b>285.00</b>	<b>49</b>	<b>57</b>
8	402633	N	043324	N	450.00	74	90
<b>10</b>	<b>402640</b>	<b>N</b>	<b>043072</b>	<b>N</b>	<b>670.00</b>	<b>130</b>	<b>134</b>
12	402657	N	043119	N	1005.00	158	201
<b>14</b>	<b>404057</b>	<b>N</b>			<b>835.00</b>	<b>159</b>	
16	404064	N			1223.00	233	

**UT x FLG 45° (1/8) BENDS ♦**

4	402664	N			110.00	21	
6	<b>402671</b>	<b>N</b>	<b>043270</b>	<b>N</b>	<b>240.00</b>	<b>42</b>	<b>48</b>
8	402688	N	043317	N	360.00	60	72
<b>10</b>	<b>402695</b>	<b>N</b>			<b>CALL</b>	<b>93</b>	
12	402701	N	043102	N	775.00	122	155
<b>14</b>	<b>404071</b>	<b>N</b>			<b>851.00</b>	<b>162</b>	
16	404088	N			1444.00	275	

**UT x FLG 22½° (1/16) BENDS ♦**

4	402718	N	043157	N	163.00	25	31
6	<b>402725</b>	<b>N</b>	<b>043263</b>	<b>N</b>	<b>205.00</b>	<b>44</b>	<b>41</b>
8	402732	N	043300	N	290.00	64	58
<b>10</b>	<b>402749</b>	<b>N</b>	<b>043065</b>	<b>N</b>	<b>455.00</b>	<b>90</b>	<b>91</b>
12	402756	N	043096	N	770.00	112	154
<b>14</b>	<b>404095</b>	<b>N</b>			<b>914.00</b>	<b>174</b>	
16	404101	N			1197.00	228	

**UT x FLG 11¼° (1/32) BENDS ♦**

4	403432	N			126.00	24	
6	<b>402763</b>	<b>N</b>	<b>043256</b>	<b>N</b>	<b>205.00</b>	<b>30</b>	<b>41</b>
8	402770	N	043294	N	345.00	61	69
<b>10</b>	<b>402787</b>	<b>N</b>	<b>043058</b>	<b>N</b>	<b>445.00</b>	<b>80</b>	<b>89</b>
12	402794	N	043089	N	660.00	94	132
<b>14</b>	<b>404118</b>	<b>N</b>			<b>893.00</b>	<b>170</b>	
16	404125	N			1197.00	228	

**UT x PE 90° (1/4) BENDS**

4	403449	N			263.00	50	
6	<b>403456</b>	<b>N</b>			<b>235.00</b>	<b>47</b>	

**UT x PE 45° (1/8) BENDS**

4	403463	N			116.00	22	
6	<b>403470</b>	<b>N</b>			<b>190.00</b>	<b>38</b>	
8	403487	N			300.00	60	

♦ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

**FBE - Fusion Bond Epoxy for Water Service applied in  
accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**PUSH-ON FBE COATED****LP-5091 Tyler Union C153 Union-Tite DI FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**UT x PE 22½° (1/16) BENDS**

6	403494	N			175.00	35	
8	<b>403500</b>	<b>N</b>			<b>285.00</b>	<b>57</b>	

**UT x PE 11¼° (1/32) BENDS**

6	403517	N			180.00	36	
8	<b>403524</b>	<b>N</b>			<b>275.00</b>	<b>55</b>	

**UT x FLG ADAPTERS ♦**

4	402800	S	043027	N	147.00	28	28
6	<b>402817</b>	<b>S</b>	<b>043034</b>	<b>N</b>	<b>255.00</b>	<b>40</b>	<b>51</b>
8	398806	S	043041	N	375.00	62	75
10	<b>402824</b>	<b>S</b>	<b>040378</b>	<b>N</b>	<b>405.00</b>	<b>71</b>	<b>81</b>
12	402831	S	043010	N	730.00	102	146
14	<b>404132</b>	<b>S</b>			<b>908.00</b>	<b>173</b>	
16	403852	S	044758	N	966.00	115	184
20	<b>404149</b>	<b>N</b>			<b>1696.00</b>	<b>295</b>	

**UT TEES**

4	402848	N	137139	N	247.00	44	47
6x4	<b>402855</b>	<b>N</b>	<b>044444</b>	<b>N</b>	<b>280.00</b>	<b>68</b>	<b>56</b>
6	031031	S	137146	N	340.00	71	68
8x4	<b>402862</b>	<b>N</b>	<b>245254</b>	<b>N</b>	<b>400.00</b>	<b>73</b>	<b>80</b>
8x6	031055	S	245261	N	430.00	108	86
8	<b>047841</b>	<b>S</b>	<b>245247</b>	<b>N</b>	<b>510.00</b>	<b>116</b>	<b>102</b>
10x4	402879	N	044192	N	510.00	102	102
10x6	<b>402886</b>	<b>N</b>	<b>136989</b>	<b>N</b>	<b>700.00</b>	<b>113</b>	<b>140</b>
10x8	402893	N	136996	N	720.00	145	144
10	<b>402909</b>	<b>N</b>	<b>136972</b>	<b>N</b>	<b>705.00</b>	<b>155</b>	<b>141</b>
12x4	402916	N	137016	N	645.00	119	129
12x6	<b>031154</b>	<b>S</b>	<b>137023</b>	<b>N</b>	<b>715.00</b>	<b>141</b>	<b>143</b>
12x8	050780	S	137030	N	915.00	201	183
12x10	<b>402923</b>	<b>N</b>	<b>044307</b>	<b>N</b>	<b>780.00</b>	<b>160</b>	<b>156</b>
12	050797	S	137009	N	1005.00	213	201
14x6	<b>404156</b>	<b>N</b>	<b>045076</b>	<b>N</b>	<b>1119.00</b>	<b>176</b>	<b>175</b>
14x10	404163	N			1224.00	195	
14x12	<b>404170</b>	<b>N</b>			<b>1429.00</b>	<b>196</b>	
14	403869	N	044963	N	2048.00	209	390
16x6	<b>403876</b>	<b>N</b>	<b>045120</b>	<b>N</b>	<b>1607.00</b>	<b>266</b>	<b>306</b>
16x8	403883	N	044987	N	1848.00	292	352
16x10	<b>404187</b>	<b>N</b>	<b>045106</b>	<b>N</b>	<b>1853.00</b>	<b>232</b>	<b>353</b>
16x12	404194	N	045113	N	2016.00	239	384
16x14	<b>404200</b>	<b>N</b>			<b>2332.00</b>	<b>349</b>	
16	403890	N	045090	N	2651.00	390	505
18x6	<b>404217</b>	<b>N</b>			<b>2001.00</b>	<b>348</b>	
18x8	404224	N			2069.00	325	
18x10	<b>404231</b>	<b>N</b>			<b>2178.00</b>	<b>344</b>	
18x14	404248	N			2167.00	342	

♦ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**PUSH-ON FBE COATED****Tyler Union C153 Union-Tite DI FBE Coated Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>UT TEES (Cont)</b>							
18x16	404255	N			2282.00	362	
<b>20x6</b>	<b>404262</b>	<b>N</b>			<b>2241.00</b>	<b>355</b>	
20x10	404279	N			2322.00	369	
20x12		N			2362.00	376	
<b>20x14</b>	<b>404286</b>	<b>N</b>			<b>2783.00</b>	<b>484</b>	
20x16	404293	N			3508.00	610	
<b>20x18</b>	<b>404309</b>	<b>N</b>			<b>3099.00</b>	<b>539</b>	
24x6	403906	N			2796.00	466	
<b>24x10</b>	<b>404316</b>	<b>N</b>			<b>2868.00</b>	<b>478</b>	
24x12	404323	N			3978.00	663	
<b>24x14</b>	<b>404330</b>	<b>N</b>			<b>3252.00</b>	<b>542</b>	
24x16	404347	N			3396.00	566	
<b>24x18</b>	<b>404354</b>	<b>N</b>			<b>3558.00</b>	<b>593</b>	
24x20	404361	N			3768.00	628	
<b>24</b>	<b>404378</b>	<b>N</b>			<b>5304.00</b>	<b>884</b>	

**UT x FLG TEES ♦**

4	402930	N	044413	N	257.00	45	49
<b>6x4</b>	<b>402947</b>	<b>N</b>	<b>044451</b>	<b>N</b>	<b>315.00</b>	<b>56</b>	<b>63</b>
6	402954	N	044420	N	350.00	69	70
<b>8x4</b>	<b>402961</b>	<b>N</b>	<b>044475</b>	<b>N</b>	<b>420.00</b>	<b>89</b>	<b>84</b>
8x6	398813	N	044574	N	475.00	96	95
<b>8</b>	<b>402978</b>	<b>N</b>	<b>044468</b>	<b>N</b>	<b>565.00</b>	<b>130</b>	<b>113</b>
10x4	402985	N	044208	N	560.00	115	112
<b>10x6</b>	<b>402992</b>	<b>N</b>	<b>044215</b>	<b>N</b>	<b>615.00</b>	<b>128</b>	<b>123</b>
10x8	403005	N	044284	N	740.00	145	148
<b>10</b>	<b>403012</b>	<b>N</b>	<b>044185</b>	<b>N</b>	<b>825.00</b>	<b>158</b>	<b>165</b>
12x4	403029	N	044314	N	710.00	138	142
<b>12x6</b>	<b>403036</b>	<b>N</b>	<b>044321</b>	<b>N</b>	<b>790.00</b>	<b>148</b>	<b>158</b>
12x8	403043	N	044338	N	790.00	170	158
<b>12x10</b>	<b>403050</b>	<b>N</b>			<b>810.00</b>	<b>162</b>	
12	403067	N	044291	N	1255.00	183	251
<b>14x6</b>	<b>404385</b>	<b>N</b>	<b>045083</b>	<b>N</b>	<b>1297.00</b>	<b>212</b>	<b>247</b>
14x10	404392	N			1392.00	246	
<b>14x12</b>	<b>404408</b>	<b>N</b>			<b>1554.00</b>	<b>296</b>	
14	404415	N			1685.00	321	
<b>16x6</b>	<b>403913</b>	<b>N</b>	<b>045137</b>	<b>N</b>	<b>1607.00</b>	<b>266</b>	<b>306</b>
16x8	404422	N	044994	N	2021.00	270	385
<b>16x10</b>	<b>404439</b>	<b>N</b>			<b>2033.00</b>	<b>330</b>	
16x12	404446	N			2085.00	321	
<b>16x14</b>	<b>404453</b>	<b>N</b>			<b>2196.00</b>	<b>342</b>	
16	404460	N			2264.00	355	
<b>18x6</b>	<b>404477</b>	<b>N</b>			<b>1731.00</b>	<b>301</b>	
18x8	404484	N			1834.00	319	
<b>18x10</b>	<b>404491</b>	<b>N</b>			<b>1938.00</b>	<b>337</b>	
18x14	404507	N			2260.00	393	
<b>18x16</b>	<b>404514</b>	<b>N</b>			<b>2415.00</b>	<b>420</b>	
20x6	404521	N			1961.00	341	
<b>20x10</b>	<b>404538</b>	<b>N</b>			<b>2415.00</b>	<b>420</b>	

♦ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

**FBE - Fusion Bond Epoxy for Water Service applied in  
accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**PUSH-ON FBE COATED****LP-5091 Tyler Union C153 Union-Tite DI FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**UT x FLG TEES ♦ (Con't)**

20x14	404545	N			2726.00	474	
20x16	404552	N			2864.00	498	
<b>24x6</b>	<b>403920</b>	<b>N</b>			<b>3072.00</b>	<b>512</b>	
24x10	404569	N			3108.00	468	
<b>24x12</b>	<b>404576</b>	<b>N</b>			<b>3218.00</b>	<b>503</b>	
24x14	404583	N			3286.00	531	
<b>24x16</b>	<b>404590</b>	<b>N</b>			<b>3330.00</b>	<b>555</b>	

**UT x SWIVEL TEES**

6	403074	N	044437	N	350.00	65	70
<b>8x6</b>	<b>403081</b>	<b>N</b>			<b>500.00</b>	<b>100</b>	
8	403531	N			550.00	110	
<b>10x6</b>	<b>403548</b>	<b>N</b>			<b>650.00</b>	<b>130</b>	
10x8	403555	N			780.00	156	
<b>12x6</b>	<b>403098</b>	<b>N</b>			<b>810.00</b>	<b>162</b>	
12x8	403562	N			790.00	158	
<b>14x6</b>	<b>404606</b>	<b>N</b>			<b>1061.00</b>	<b>202</b>	
16x6	403937	N			1202.00	229	
<b>16x8</b>	<b>404613</b>	<b>N</b>			<b>1533.00</b>	<b>292</b>	
18x6	404620	N			2001.00	348	
<b>18x8</b>	<b>404637</b>	<b>N</b>			<b>2063.00</b>	<b>324</b>	
20x6	404644	N			2300.00	400	
<b>24x6</b>	<b>404651</b>	<b>N</b>			<b>3150.00</b>	<b>525</b>	

**UT WYES (Not included in AWWA Standard C153)**

8x4	403104	N	044659	N	615.00	89	123
<b>10x4</b>	<b>403579</b>	<b>N</b>			<b>705.00</b>	<b>141</b>	
10x6	403586	N	044598	N	770.00	151	154
<b>10x8</b>	<b>403593</b>	<b>N</b>	<b>044604</b>	<b>N</b>	<b>800.00</b>	<b>175</b>	<b>160</b>
10	403609	N	044581	N	850.00	200	170
<b>12x4</b>	<b>403616</b>	<b>N</b>			<b>890.00</b>	<b>178</b>	
12x6	403111	N	044635	N	1180.00	201	236
<b>12x8</b>	<b>403623</b>	<b>N</b>	<b>044642</b>	<b>N</b>	<b>1295.00</b>	<b>224</b>	<b>259</b>
12x10	403630	N	044628	N	1410.00	240	282
<b>12</b>	<b>403647</b>	<b>N</b>	<b>044611</b>	<b>N</b>	<b>1570.00</b>	<b>289</b>	<b>314</b>
14x6	404668	N			1239.00	236	
<b>14x8</b>	<b>404675</b>	<b>N</b>			<b>1339.00</b>	<b>255</b>	
14x10	404682	N			1706.00	325	
<b>14</b>	<b>404699</b>	<b>N</b>			<b>2494.00</b>	<b>475</b>	
16x6	404705	N			1475.00	281	
<b>16x8</b>	<b>404712</b>	<b>N</b>			<b>1596.00</b>	<b>304</b>	
16x12	404729	N			1817.00	346	
<b>16</b>	<b>404736</b>	<b>N</b>			<b>1995.00</b>	<b>380</b>	

**UTxPE TEES**

6	050803	S			325.00	65	
<b>8x6</b>	<b>050810</b>	<b>S</b>			<b>495.00</b>	<b>99</b>	
12x6	050827	S			700.00	140	
<b>16x6</b>	<b>101802</b>	<b>N</b>			<b>2651.00</b>	<b>505</b>	

FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.

**PUSH-ON FBE COATED****Tyler Union C153 Union-Tite DI FBE Coated Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>UT CROSSES</b>							
6	403128	N	043782	N	370.00	96	74
<b>8x6</b>	<b>403135</b>	<b>N</b>	<b>043805</b>	<b>N</b>	<b>610.00</b>	<b>117</b>	<b>122</b>
8	403142	N	043799	N	655.00	156	131
<b>10x4</b>	<b>403654</b>	<b>N</b>	<b>043645</b>	<b>N</b>	<b>720.00</b>	<b>116</b>	<b>144</b>
12x8	403159	N	043775	N	970.00	240	194
<b>12</b>	<b>403661</b>	<b>N</b>	<b>043768</b>	<b>N</b>	<b>1300.00</b>	<b>241</b>	<b>260</b>
14x6	404743	N			992.00	189	
<b>14x8</b>	<b>404750</b>	<b>N</b>			<b>1071.00</b>	<b>204</b>	
14x10	404767	N			1166.00	222	
<b>14x12</b>	<b>404774</b>	<b>N</b>			<b>1255.00</b>	<b>239</b>	
14	404781	N			1418.00	270	
<b>16x6</b>	<b>403944</b>	<b>N</b>			<b>1229.00</b>	<b>234</b>	
16x8	403951	N			1696.00	323	
<b>16x10</b>	<b>403968</b>	<b>N</b>			<b>1707.00</b>	<b>268</b>	
16x12	403975	N			1739.00	274	
<b>16x14</b>	<b>403982</b>	<b>N</b>			<b>1991.00</b>	<b>322</b>	
16	403999	N			1964.00	317	

**UT REDUCERS**

6x4	403166	N	043980	N	170.00	32	34
<b>8x4</b>	<b>403173</b>	<b>N</b>	<b>044000</b>	<b>N</b>	<b>235.00</b>	<b>46</b>	<b>47</b>
8x6	403180	S	136743	N	250.00	49	50
<b>10x4</b>	<b>403678</b>	<b>N</b>	<b>043812</b>	<b>N</b>	<b>265.00</b>	<b>58</b>	<b>53</b>
10x6	403197	N	043928	N	370.00	47	74
<b>10x8</b>	<b>403203</b>	<b>N</b>	<b>043935</b>	<b>N</b>	<b>425.00</b>	<b>53</b>	<b>85</b>
12x4	403210	N	043966	N	365.00	80	73
<b>12x6</b>	<b>403227</b>	<b>N</b>	<b>043973</b>	<b>N</b>	<b>445.00</b>	<b>58</b>	<b>89</b>
12x8	403234	N	136736	N	415.00	74	83
<b>12x10</b>	<b>403241</b>	<b>N</b>	<b>043959</b>	<b>N</b>	<b>530.00</b>	<b>82</b>	<b>106</b>
14x6	404798	N			641.00	84	
<b>14x8</b>	<b>404804</b>	<b>N</b>			<b>646.00</b>	<b>85</b>	
14x10	404811	N			657.00	87	
<b>14x12</b>	<b>404828</b>	<b>N</b>			<b>746.00</b>	<b>104</b>	
16x6	404835	N	044901	N	835.00	94	159
<b>16x8</b>	<b>404842</b>	<b>N</b>	<b>044918</b>	<b>N</b>	<b>866.00</b>	<b>104</b>	<b>165</b>
16x10	404859	N	044888	N	977.00	130	148
<b>16x12</b>	<b>404002</b>	<b>N</b>	<b>044895</b>	<b>N</b>	<b>1103.00</b>	<b>152</b>	<b>172</b>
16x14	404866	N			1130.00	139	
<b>18x8</b>	<b>404873</b>	<b>N</b>			<b>1017.00</b>	<b>142</b>	
18x10	404880	N			1068.00	151	
<b>18x12</b>	<b>404897</b>	<b>N</b>			<b>1160.00</b>	<b>167</b>	
18x14	404903	N			1248.00	217	
<b>18x16</b>	<b>404910</b>	<b>N</b>			<b>1162.00</b>	<b>202</b>	
20x10	404927	N			1035.00	180	
<b>20x12</b>	<b>404934</b>	<b>N</b>			<b>1179.00</b>	<b>205</b>	
20x14	404941	N			1340.00	233	
<b>20x16</b>	<b>404958</b>	<b>N</b>			<b>1438.00</b>	<b>250</b>	
20x18	404965	N			1526.00	248	
24x12	404972	N			1476.00	246	

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**PUSH-ON FBE COATED****LP-5091 Tyler Union C153 Union-Tite DI FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**UT REDUCERS (Con't)**

<b>24x14</b>	<b>404989</b>	<b>N</b>			<b>1686.00</b>	<b>281</b>	
24x16	404996	N			2280.00	380	
<b>24x18</b>	<b>405009</b>	<b>N</b>			<b>2340.00</b>	<b>390</b>	
24x20	405016	N			2526.00	421	

**UT x FLG REDUCERS ♦**

6x4	403258	N	043997	N	195.00	32	39
<b>8x4</b>	<b>403265</b>	<b>N</b>	<b>044017</b>	<b>N</b>	<b>230.00</b>	<b>46</b>	<b>46</b>
8x6	403272	N	044123	N	290.00	47	58
<b>10x4</b>	<b>403685</b>	<b>N</b>			<b>275.00</b>	<b>55</b>	
10x6	403289	N			295.00	59	
<b>10x8</b>	<b>403296</b>	<b>N</b>	<b>043942</b>	<b>N</b>	<b>360.00</b>	<b>61</b>	<b>72</b>
12x4	403692	N			390.00	78	
<b>12x6</b>	<b>403302</b>	<b>N</b>			<b>375.00</b>	<b>75</b>	
12x8	403319	N			370.00	74	
<b>12x10</b>	<b>403326</b>	<b>N</b>			<b>475.00</b>	<b>95</b>	
14x6	405023	N			635.00	121	
<b>14x8</b>	<b>405030</b>	<b>N</b>			<b>672.00</b>	<b>128</b>	
14x10	405047	N			717.00	127	
<b>14x12</b>	<b>405054</b>	<b>N</b>			<b>756.00</b>	<b>144</b>	
16x6	405061	N			698.00	133	
<b>16x8</b>	<b>405078</b>	<b>N</b>			<b>740.00</b>	<b>141</b>	
16x10	405085	N			830.00	158	
<b>16x12</b>	<b>405092</b>	<b>N</b>			<b>903.00</b>	<b>172</b>	
16x14	405108	N			1029.00	196	
<b>18x8</b>	<b>405115</b>	<b>N</b>			<b>903.00</b>	<b>157</b>	
18x10	405122	N			1006.00	175	
<b>18x12</b>	<b>405139</b>	<b>N</b>			<b>1236.00</b>	<b>215</b>	
18x14	405146	N			1346.00	234	
<b>18x16</b>	<b>405153</b>	<b>N</b>			<b>1415.00</b>	<b>246</b>	
20x10	405160	N			1346.00	234	
<b>20x14</b>	<b>405177</b>	<b>N</b>			<b>1432.00</b>	<b>249</b>	
20x16	405184	N			1564.00	272	
<b>24x12</b>	<b>405191</b>	<b>N</b>			<b>1572.00</b>	<b>262</b>	
24x14	405207	N			1890.00	315	
<b>24x16</b>	<b>405214</b>	<b>N</b>			<b>1968.00</b>	<b>328</b>	

**UT SEB REDUCERS**

6x4	119753	N			225.00	45	
<b>8x4</b>	<b>101765</b>	<b>N</b>			<b>275.00</b>	<b>35</b>	
8x6	050834	N			295.00	43	
<b>12x6</b>	<b>050841</b>	<b>N</b>			<b>350.00</b>	<b>70</b>	
12x8	051107	N			400.00	80	

♦ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**PUSH-ON FBE COATED****Tyler Union C153 Union-Tite DI FBE Coated Fittings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**UT TAPT TEES (2 INCH IPT) SEE NOTE**

4	403333	N	044154	N	155.00	27	23
6	<b>403340</b>	<b>N</b>	<b>044161</b>	<b>N</b>	<b>210.00</b>	<b>38</b>	<b>34</b>
8	403357	N	044178	N	300.00	59	52
10	<b>403364</b>	<b>N</b>	<b>044130</b>	<b>N</b>	<b>345.00</b>	<b>72</b>	<b>61</b>
12	403371	N	044147	N	460.00	92	84

**UT TEE / CROSS UNTAPPED**

4	449997	N		N	115.00	27	23
6		N		N	170.00	38	34
8	451563	N		N	260.00	59	52
10		N		N	305.00	72	61
12	450443	N		N	420.00	92	84

**UT TAPT CROSSES (2 INCH IPT) SEE NOTE**

4	403388	N	043614	N	185.00	27	23
6	<b>403395</b>	<b>N</b>	<b>043621</b>	<b>N</b>	<b>240.00</b>	<b>38</b>	<b>34</b>
8	403401	N	043638	N	330.00	59	52
10	<b>403418</b>	<b>N</b>	<b>043591</b>	<b>N</b>	<b>375.00</b>	<b>72</b>	<b>61</b>
12	403425	N	043607	N	490.00	92	84

**UT PLUGS / SOLID**

4	051145	S	281566	S	63.00	20	12
6	<b>051152</b>	<b>S</b>	<b>281573</b>	<b>S</b>	<b>100.00</b>	<b>23</b>	<b>20</b>
8	051169	S	281580	S	135.00	32	27
10	<b>051176</b>	<b>S</b>	<b>281542</b>	<b>S</b>	<b>180.00</b>	<b>38</b>	<b>36</b>
12	051183	N	281559	N	220.00	49	44

**UT PLUGS / TAPT 2-INCH IPT SEE NOTE**

4	401629	N	043737	N	103.00	20	12
6	<b>401636</b>	<b>N</b>	<b>043744</b>	<b>S</b>	<b>140.00</b>	<b>23</b>	<b>20</b>
8	401643	N	136705	N	175.00	32	27
10	<b>401605</b>	<b>N</b>	<b>043713</b>	<b>N</b>	<b>220.00</b>	<b>38</b>	<b>36</b>
12	401612	N	043720	N	260.00	49	44

NOTE - For Tapped Tees, Plugs and Caps Only: We stock 2" IPT Taps only. For all tap sizes other than 2" IPT up to a 4" maximum add \$250.00 to the list price shown for corresponding 2" tapped fitting. Special tapped fittings are non-cancellable and non-returnable. Contact CSR for details.

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**PUSH-ON FBE COATED****LP-5091 Tyler Union C153 Union-Tite DI FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**UT CAPS / SOLID**

4	405221	N	043515	N	74.00	15	14
<b>6</b>	<b>405238</b>	<b>N</b>	<b>043522</b>	<b>N</b>	<b>105.00</b>	<b>20</b>	<b>21</b>
8	405245	N	043539	N	165.00	35	33
<b>10</b>	<b>405252</b>	<b>N</b>	<b>043492</b>	<b>N</b>	<b>240.00</b>	<b>50</b>	<b>48</b>
12	405269	N	043508	N	295.00	75	59

**UT CAPS / TAPT 2-INCH IPT SEE NOTE**

4	405276	N	043560	N	114.00	15	14
<b>6</b>	<b>405283</b>	<b>N</b>	<b>043577</b>	<b>N</b>	<b>145.00</b>	<b>20</b>	<b>21</b>
8	405290	N	043584	N	205.00	35	33
<b>10</b>	<b>405306</b>	<b>N</b>	<b>043546</b>	<b>N</b>	<b>280.00</b>	<b>50</b>	<b>48</b>
12	405313	N	043553	S	335.00	75	59

**NOTE - For Tapped Tees, Plugs and Caps Only: We stock 2" IPT Taps only. For all tap sizes other than 2" IPT up to a 4" maximum add \$250.00 to the list price shown for corresponding 2" tapped fitting. Special tapped fittings are non-cancellable and non-returnable. Contact CSR for details.**

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**FLANGED C110 FBE COATED****Tyler Union Ductile Iron C110 Flanged FBE Coated Fittings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>90° (1/4) BEND FLANGED</b>							
2	327356	N	039808	N	116.00	14	16
3	<b>398943</b>	<b>N</b>	<b>039846</b>	<b>N</b>	<b>160.00</b>	<b>26</b>	<b>29</b>
4	398967	N	039891	N	237.00	44	45
6	<b>398998</b>	<b>N</b>	<b>039952</b>	<b>N</b>	<b>353.00</b>	<b>68</b>	<b>71</b>
8	399001	N	040019	N	579.00	115	116
10	<b>119777</b>	<b>N</b>	<b>039686</b>	<b>N</b>	<b>904.00</b>	<b>164</b>	<b>181</b>
12	245063	N	039754	N	1157.00	236	231
14	<b>327363</b>	<b>N</b>	<b>041191</b>	<b>N</b>	<b>1563.00</b>	<b>387</b>	<b>298</b>
16	109662	N	041245	N	1968.00	478	375
18	<b>085324</b>	<b>N</b>	<b>041290</b>	<b>N</b>	<b>2624.00</b>	<b>527</b>	<b>456</b>
20	245971	N	041344	N	3271.00	878	569
24	<b>247357</b>	<b>N</b>	<b>041399</b>	<b>N</b>	<b>5918.00</b>	<b>1257</b>	<b>910</b>
30	327387	N	042761	N	8722.00	1755	1396
36				<b>N</b>	<b>13614.00</b>		<b>2178</b>
42				N	20621.00		3055
48				<b>N</b>	<b>27641.00</b>		<b>4095</b>

**90° (1/4) BASE BEND FLANGED**

3	282167	N	039556	N	192.00	38	35
4	<b>287490</b>	<b>N</b>	<b>039563</b>	<b>N</b>	<b>289.00</b>	<b>55</b>	<b>55</b>
6	245087	N	039570	N	462.00	83	85
8	<b>245100</b>	<b>N</b>	<b>039587</b>	<b>N</b>	<b>784.00</b>	<b>141</b>	<b>145</b>
10	119784	N	039532	N	1051.00	203	210
12	<b>245186</b>	<b>N</b>	<b>039549</b>	<b>N</b>	<b>1513.00</b>	<b>303</b>	<b>300</b>
14	245124	N	041092	N	1890.00	400	360
16	<b>327370</b>	<b>N</b>	<b>041108</b>	<b>N</b>	<b>2337.00</b>	<b>505</b>	<b>445</b>
18	282105	N	041115	N	3249.00	645	565
20	<b>282112</b>	<b>N</b>	<b>041122</b>	<b>N</b>	<b>4135.00</b>	<b>805</b>	<b>700</b>
24	282129	N	041139	N	6696.00	1215	1030
30	<b>282143</b>	<b>N</b>	<b>042723</b>	<b>N</b>	<b>10157.00</b>	<b>1945</b>	<b>1625</b>
36				N	14907.00		2385
42				N	23389.00		3465
48				N	31118.00		4610

**90° (1/4) REDUCING BEND FLANGED**

4x3	287506	N	039914	N	153.00	35	29
6x3		N			CALL	55	
6x4	<b>339038</b>	<b>N</b>	<b>039976</b>	<b>N</b>	<b>275.00</b>	<b>58</b>	<b>55</b>
6x5		N			CALL	60	
8x4	245438	N	040033	N	375.00	75	75
8x5		N			CALL	82	
8x6	<b>131212</b>	<b>N</b>	<b>040040</b>	<b>N</b>	<b>425.00</b>	<b>90</b>	<b>85</b>
10x4		N			CALL	105	
10x6	245223	N	039709	N	675.00	126	135
10x8	<b>110835</b>	<b>N</b>	<b>039716</b>	<b>N</b>	<b>751.00</b>	<b>150</b>	<b>150</b>
12x4		N			CALL	160	
12x6	245377	N	039785	N	800.00	165	160
12x8	<b>245391</b>	<b>N</b>	<b>039792</b>	<b>N</b>	<b>900.00</b>	<b>191</b>	<b>180</b>
12x10	245414	N	039778	N	1051.00	218	210

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**FLANGED C110 FBE COATED****LP-5091 Tyler Union Ductile Iron C110 Flanged FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**90° (1/4) REDUCING BEND FLANGED (Con't)**

14x6		N			CALL	230	
14x8		N			CALL	240	
14x10		N			CALL	280	
14x12		N			CALL	320	
16x8		N			CALL	300	
16x10		N			CALL	340	
16x12		N			CALL	380	
16x14		N			CALL	420	
18x12		N			CALL	440	
18x14		N			CALL	480	
18x16		N			CALL	540	
20x12		N			CALL	570	
20x14		N			CALL	520	
20x16		N			CALL	640	
20x18		N			CALL	680	
24x14		N			CALL	865	
24x16		N			CALL	880	
24x18		N			CALL	930	
24x20		N			CALL	1010	

**90° (1/4) REDUCING BASE BEND FLANGED WITH BASE UNDER LARGE END**

4x3	298229	N			227.00	43	
<b>6x4</b>	<b>287513</b>	<b>N</b>			<b>375.00</b>	<b>75</b>	
8x4	245452	N			575.00	115	
<b>8x6</b>	<b>245148</b>	<b>N</b>			<b>651.00</b>	<b>130</b>	
10x6	245834	N			876.00	175	
<b>10x8</b>	<b>245919</b>	<b>N</b>			<b>979.00</b>	<b>196</b>	
12x6	245957	N			1151.00	230	
<b>12x8</b>	<b>245933</b>	<b>N</b>			<b>1275.00</b>	<b>255</b>	
12x10	245773	N			1425.00	285	
14x6		N			CALL	300	
14x8		N			CALL	310	
14x10		N			CALL	350	
14x12		N			CALL	390	
16x8		N			CALL	375	
16x10		N			CALL	415	
16x12		N			CALL	455	
18x12		N			CALL	555	
18x16		N			CALL	655	
20x12		N			CALL	640	
20x16		N			CALL	760	
24x16		N			CALL	1010	
24x18		N			CALL	1060	
24x20		N			CALL	1140	

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**FLANGED C110 FBE COATED****Tyler Union Ductile Iron C110 Flanged FBE Coated Fittings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>90° (1/4) REDUCING BASE BEND FLANGED WITH BASE UNDER SMALL END</b>							
4x3	327349	N			237.00	45	
<b>6x4</b>	<b>288244</b>	<b>N</b>			<b>375.00</b>	<b>75</b>	
8x4	245797	N			588.00	115	
<b>8x6</b>	<b>245162</b>	<b>N</b>			<b>651.00</b>	<b>130</b>	
10x6	245810	N			851.00	170	
<b>10x8</b>	<b>327394</b>	<b>N</b>			<b>928.00</b>	<b>195</b>	
12x6	332473	N			1151.00	230	
<b>12x8</b>	<b>332480</b>	<b>N</b>			<b>1275.00</b>	<b>255</b>	
12x10	332497	N			1425.00	285	
14x6		N			CALL	300	
14x8		N			CALL	310	
14x10		N			CALL	350	
14x12		N			CALL	390	
16x8		N			CALL	375	
16x10		N			CALL	415	
16x12		N			CALL	455	
18x12		N			CALL	555	
18x16		N			CALL	655	
20x12		N			CALL	640	
20x16		N			CALL	760	
24x16		N			CALL	1010	
24x18		N			CALL	1060	
24x20		N			CALL	1140	

**90° (1/4) LONG RADIUS BEND FLANGED**

3	348481	N	039617	N	166.00	32	30
<b>4</b>	<b>348474</b>	<b>N</b>	<b>039624</b>	<b>N</b>	<b>263.00</b>	<b>50</b>	<b>50</b>
6x4		N			CALL	70	
6	030843	N	039631	N	449.00	80	80
8x4		N			CALL	100	
8x6		N			CALL	120	
<b>8</b>	<b>109679</b>	<b>N</b>	<b>039648</b>	<b>N</b>	<b>752.00</b>	<b>154</b>	<b>140</b>
10x6		N			CALL	170	
10x8		N			CALL	195	
10	348672	N	039594	N	1075.00	230	215
12x6		N			1125.00	225	
12x8		N			CALL	260	
<b>12</b>	<b>348696</b>	<b>N</b>	<b>039600</b>	<b>N</b>	<b>1625.00</b>	<b>325</b>	<b>325</b>
14x8		N			CALL	330	
14x12		N			CALL	425	
14	348818	N	041146	N	2022.00	450	385
16x8		N			CALL	420	
16x12		N			CALL	530	
<b>16</b>	<b>348825</b>	<b>N</b>	<b>041153</b>	<b>N</b>	<b>2652.00</b>	<b>730</b>	<b>505</b>
18x12		N			CALL	635	
18x16		N			CALL	775	
18		N			CALL	840	
20x16		N			CALL	915	
20		N			6210.00	1080	

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**FLANGED C110 FBE COATED****LP-5091 Tyler Union Ductile Iron C110 Flanged FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**90° (1/4) LONG RADIUS BEND FLANGED (Con't)**

24x16		N			CALL	1300	
24x20		N			CALL	1430	
24		N			CALL	1640	

**90° (1/4) LONG RADIUS BASE BEND FLANGED**

3	349266	N			221.00	35	
4	<b>349273</b>	<b>N</b>			<b>315.00</b>	<b>60</b>	
6	349280	N			460.00	92	
8	<b>348689</b>	<b>N</b>			<b>1000.00</b>	<b>200</b>	
10	348894	N	039518	N	1375.00	275	275
12	<b>348900</b>	<b>N</b>	<b>039525</b>	<b>N</b>	<b>2087.00</b>	<b>409</b>	<b>420</b>
14	348832	N			3045.00	580	
16	<b>348849</b>	<b>N</b>			<b>4515.00</b>	<b>860</b>	
18		N			CALL	935	
20		N			CALL	1165	
24		N			CALL	1725	

**90° (1/4) LONG RADIUS REDUCING BASE BEND FLANGED WITH BASE UNDER SMALL END**

8x4		N			CALL	160	
8x6		N			CALL	180	
10x6		N			CALL	235	
10x8		N			CALL	260	
12x6		N			CALL	310	
12x8		N			CALL	345	
14x8		N			CALL	425	
16x8		N			CALL	530	
16x12		N			CALL	640	
18x12		N			CALL	790	
20x16		N			CALL	1075	
24x16		N			CALL	1475	
24x18		N			CALL	1500	
24x20		N			CALL	1605	

**90° (1/4) BEND FLANGED WITH SIDE OUTLET**

4		N			CALL	60	
6		N			CALL	96	
8		N			CALL	150	
10		N			CALL	240	
12		N			CALL	340	
14		N			CALL	470	
16		N			CALL	620	
18		N			CALL	760	
20		N			CALL	970	
24		N			CALL	1510	

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**FLANGED C110 FBE COATED****Tyler Union Ductile Iron C110 Flanged FBE Coated Fittings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>FLANGExFLARE 90° ELL</b>							
3	099611	N	039853	N	166.00	25	30
4	<b>099550</b>	<b>N</b>	<b>039907</b>	<b>N</b>	<b>237.00</b>	<b>40</b>	<b>45</b>
6	099253	N	039969	N	354.00	70	75
8	<b>099277</b>	<b>N</b>	<b>040026</b>	<b>N</b>	<b>600.00</b>	<b>118</b>	<b>120</b>
10	099291	N	039693	N	975.00	175	195
12	<b>099826</b>	<b>N</b>	<b>039761</b>	<b>N</b>	<b>1375.00</b>	<b>245</b>	<b>275</b>
14	099864	N	041207	N	1785.00	450	340
16	<b>099888</b>	<b>N</b>	<b>041252</b>	<b>N</b>	<b>2415.00</b>	<b>700</b>	<b>460</b>
18	099352	N	041306	N	3220.00	685	560
20	<b>099376</b>	<b>N</b>	<b>041351</b>	<b>N</b>	<b>4025.00</b>	<b>860</b>	<b>700</b>
24	099390	N	041405	N	7150.00	1195	1100
30		N			CALL	1565	

**FLANGExFLARE 90° LONG RADIUS ELL**

6		N			CALL	91	
8		N			CALL	145	
10		N			CALL	225	
12		N			CALL	225	
14		N			CALL	445	
16		N			CALL	700	
18		N			CALL	765	
20		N			CALL	990	
24		N			CALL	1340	

**45° (1/8) BEND FLANGED**

3	348399	N	039839	N	120.00	20	20
4	<b>348405</b>	<b>N</b>	<b>039884</b>	<b>N</b>	<b>211.00</b>	<b>40</b>	<b>40</b>
6	131236	N	039945	N	305.00	55	55
8	<b>348276</b>	<b>N</b>	<b>040002</b>	<b>N</b>	<b>475.00</b>	<b>91</b>	<b>90</b>
10	348283	N	039679	N	745.00	130	130
12	<b>348665</b>	<b>N</b>	<b>039747</b>	<b>N</b>	<b>975.00</b>	<b>195</b>	<b>195</b>
14	348566	N	041184	N	1207.00	245	220
16	<b>348573</b>	<b>N</b>	<b>041238</b>	<b>N</b>	<b>1534.00</b>	<b>315</b>	<b>280</b>
18	332510	N	041283	N	1869.00	422	325
20	<b>348313</b>	<b>N</b>	<b>041337</b>	<b>N</b>	<b>2748.00</b>	<b>485</b>	<b>430</b>
24	348320	N	041382	N	4276.00	541	630
30	<b>348603</b>	<b>N</b>	<b>042754</b>	<b>N</b>	<b>7000.00</b>	<b>1335</b>	<b>1120</b>
36				N	10969.00		1755
42				N	<b>17550.00</b>		<b>2600</b>
48				N	24165.00		3580

**22½° (1/16) BEND FLANGED**

3	348429	N	039822	N	110.00	22	20
4	<b>348436</b>	<b>N</b>	<b>039877</b>	<b>N</b>	<b>209.00</b>	<b>40</b>	<b>40</b>
6	348443	N	039938	N	294.00	58	55
8	<b>348306</b>	<b>N</b>	<b>039990</b>	<b>N</b>	<b>466.00</b>	<b>88</b>	<b>90</b>
10	348535	N	039662	N	719.00	130	135
12	<b>348290</b>	<b>N</b>	<b>039730</b>	<b>N</b>	<b>1044.00</b>	<b>195</b>	<b>205</b>

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**FLANGED C110 FBE COATED****LP-5091 Tyler Union Ductile Iron C110 Flanged FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**22½° (1/16) BEND FLANGED (Cont)**

14	348597	N	041177	N	1182.00	250	225
<b>16</b>	<b>348504</b>	<b>N</b>	<b>041221</b>	<b>N</b>	<b>1583.00</b>	<b>417</b>	<b>285</b>
18	348337	N	041276	N	1926.00	402	335
<b>20</b>	<b>348511</b>	<b>N</b>	<b>041320</b>	<b>N</b>	<b>2501.00</b>	<b>505</b>	<b>435</b>
24	348344	N	041375	N	4160.00	528	640
<b>30</b>	<b>348375</b>	<b>N</b>	<b>042747</b>	<b>N</b>	<b>7094.00</b>	<b>1385</b>	<b>1135</b>
36				N	11188.00		1790
<b>42</b>				<b>N</b>	<b>17989.00</b>		<b>2665</b>
48				N	24739.00		3665

**11¼° (1/32) BEND FLANGED**

3	348450	N	039815	N	110.00	20	20
<b>4</b>	<b>348412</b>	<b>N</b>	<b>039860</b>	<b>N</b>	<b>209.00</b>	<b>40</b>	<b>40</b>
6	348467	N	039921	N	303.00	56	55
<b>8</b>	<b>348542</b>	<b>N</b>	<b>039983</b>	<b>N</b>	<b>471.00</b>	<b>88</b>	<b>90</b>
10	348559	N	039655	N	675.00	130	135
<b>12</b>	<b>332503</b>	<b>N</b>	<b>039723</b>	<b>N</b>	<b>1025.00</b>	<b>193</b>	<b>205</b>
14	348580	N	041160	N	1221.00	225	225
<b>16</b>	<b>348498</b>	<b>N</b>	<b>041214</b>	<b>N</b>	<b>1497.00</b>	<b>398</b>	<b>285</b>
18	348351	N	041269	N	1926.00	385	335
<b>20</b>	<b>348528</b>	<b>N</b>	<b>041313</b>	<b>N</b>	<b>2501.00</b>	<b>505</b>	<b>435</b>
24	348368	N	041368	N	4350.00	760	645
<b>30</b>	<b>348382</b>	<b>N</b>	<b>042730</b>	<b>N</b>	<b>7188.00</b>	<b>1395</b>	<b>1150</b>
36				N	11282.00		1805
42				N	18090.00		2680
48				N	24941.00		3695

**WYE FLANGED (Not included in AWWA Standard C110)**

3	349297	N	041023	N	248.00	49	45
<b>4x3</b>	<b>348771</b>	<b>N</b>	<b>041030</b>	<b>N</b>	<b>342.00</b>	<b>68</b>	<b>65</b>
4	348788	N	137078	N	401.00	76	75
<b>6x4</b>	<b>348917</b>	<b>N</b>	<b>041054</b>	<b>N</b>	<b>575.00</b>	<b>106</b>	<b>115</b>
6	348702	N	041047	N	615.00	119	120
<b>8x4</b>	<b>348719</b>	<b>N</b>	<b>041078</b>	<b>N</b>	<b>900.00</b>	<b>153</b>	<b>180</b>
8x6	348924	N	041085	N	910.00	188	189
<b>8</b>	<b>348726</b>	<b>N</b>	<b>041061</b>	<b>N</b>	<b>1012.00</b>	<b>201</b>	<b>200</b>
10x4	348733	N	040941	N	1300.00	232	260
<b>10x6</b>	<b>348740</b>	<b>N</b>	<b>040958</b>	<b>N</b>	<b>1351.00</b>	<b>266</b>	<b>270</b>
10x8	348757	N	040965	N	1475.00	333	295
<b>10</b>	<b>348764</b>	<b>N</b>	<b>040934</b>	<b>N</b>	<b>1610.00</b>	<b>349</b>	<b>335</b>
12x4	348931	N	040996	N	1900.00	355	380
12x6	348948	N	041009	N	1975.00	370	395
<b>12x8</b>	<b>349068</b>	<b>N</b>	<b>041016</b>	<b>N</b>	<b>2100.00</b>	<b>395</b>	<b>420</b>
12x10	348986	N	040989	N	2275.00	420	455
<b>12</b>	<b>349075</b>	<b>S</b>	<b>040972</b>	<b>N</b>	<b>2429.00</b>	<b>460</b>	<b>515</b>
14x6	348993	N	042525	N	2730.00	604	520
<b>14x8</b>	<b>349006</b>	<b>N</b>	<b>042532</b>	<b>N</b>	<b>2862.00</b>	<b>638</b>	<b>545</b>
14x10	349013	N	042501	N	2757.00	555	525
<b>14x12</b>	<b>348856</b>	<b>N</b>	<b>042518</b>	<b>N</b>	<b>3255.00</b>	<b>600</b>	<b>620</b>
14	348863	N	042495	N	3177.00	740	605
<b>16x6</b>	<b>348870</b>	<b>N</b>	<b>042587</b>	<b>N</b>	<b>3255.00</b>	<b>655</b>	<b>620</b>

FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.

**FLANGED C110 FBE COATED****Tyler Union Ductile Iron C110 Flanged FBE Coated Fittings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>WYE FLANGED (Not included in AWWA Standard C110) (Con't)</b>							
16x8	349020	N	042594	N	3728.00	680	710
<b>16x10</b>	<b>349037</b>	<b>N</b>	<b>042556</b>	<b>N</b>	<b>3885.00</b>	<b>715</b>	<b>740</b>
16x12	349044	N	042563	N	3754.00	755	715
<b>16x14</b>	<b>348887</b>	<b>N</b>	<b>042570</b>	<b>N</b>	<b>4358.00</b>	<b>800</b>	<b>830</b>
16	349051	N	042549	N	4227.00	850	805
<b>18x8</b>	<b>348795</b>	<b>N</b>	<b>042655</b>	<b>N</b>	<b>3594.00</b>	<b>820</b>	<b>625</b>
18x10	348801	N	042617	N	5089.00	855	885
<b>18x12</b>	<b>349525</b>	<b>N</b>	<b>042624</b>	<b>N</b>	<b>5348.00</b>	<b>895</b>	<b>930</b>
18x14	349532	N	042631	N	5606.00	940	975
<b>18x16</b>	<b>349549</b>	<b>N</b>	<b>042648</b>	<b>N</b>	<b>5894.00</b>	<b>990</b>	<b>1025</b>
18	349556	N	042600	N	5635.00	1035	980
<b>20x10</b>	<b>349563</b>	<b>N</b>	<b>042679</b>	<b>N</b>	<b>4629.00</b>	<b>1095</b>	<b>805</b>
20x12	349570	N	042686	N	6383.00	1130	1110
<b>20x14</b>	<b>349587</b>	<b>N</b>	<b>042693</b>	<b>N</b>	<b>6986.00</b>	<b>1170</b>	<b>1215</b>
20x16	349594	N	042709	N	7303.00	1220	1270
<b>20</b>	<b>349600</b>	<b>N</b>	<b>042662</b>	<b>N</b>	<b>7274.00</b>	<b>1345</b>	<b>1265</b>
24x12		N			CALL	1250	
24x14		N			CALL	1810	
24x16		N		N	12286.00	1890	1890
24x18		N			CALL	1950	
24x20		N			CALL	2040	
24	349617	N	042716	N	12383.00	2020	1905
30x12		N			CALL	1875	
30x14		N			CALL	1910	
30x16		N			CALL	2765	
30x18		N			CALL	2820	
30x20		N			CALL	2895	
30x24		N			CALL	3045	
30		N			CALL	3285	
36		N			CALL	5740	

**FLANGE TRUE WYE**

4x4x4	099512	N	040880	N	289.00	49	55
<b>6x4x4</b>	<b>099536</b>	<b>N</b>	<b>040903</b>	<b>N</b>	<b>300.00</b>	<b>75</b>	<b>60</b>
6x6x6	099192	N	040897	N	125.00	81	85
8x4x4		N			CALL	85	
<b>8x6x6</b>	<b>099215</b>	<b>N</b>	<b>040927</b>	<b>N</b>	<b>500.00</b>	<b>134</b>	<b>100</b>
8x8x8	099239	N	040910	N	700.00	144	140
10x6x6		N			CALL	140	
10x8x8		N			CALL	155	
10		N			CALL	220	
12x8x8		N			CALL	210	
12		N			CALL	315	

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**FLANGED C110 FBE COATED****LP-5091 Tyler Union Ductile Iron C110 Flanged FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>TEE FLANGED</b>							
2	349624	N	040705	N	145.00	20	20
<b>3x2*</b>	<b>349310</b>	<b>N</b>	<b>040729</b>	<b>N</b>	<b>192.00</b>	<b>34</b>	<b>35</b>
3	349334	N	040712	N	224.00	42	40
<b>4x3x3*</b>	<b>349341</b>	<b>N</b>		<b>N</b>	<b>292.00</b>	<b>53</b>	
4x2	349631	N	040736	N	263.00	50	50
<b>4x3</b>	<b>349648</b>	<b>N</b>	<b>040743</b>	<b>N</b>	<b>315.00</b>	<b>54</b>	<b>60</b>
4x4x6*	349358	N		N	473.00	90	
<b>4</b>	<b>398974</b>	<b>S</b>	<b>137047</b>	<b>N</b>	<b>342.00</b>	<b>66</b>	<b>65</b>
6x4x4*	349655	N	040781	N	447.00	85	85
<b>6x4x6*</b>	<b>349365</b>	<b>N</b>	<b>040798</b>	<b>N</b>	<b>451.00</b>	<b>90</b>	<b>90</b>
6x6x8*	349662	N	040804	N	709.00	140	140
<b>6x2</b>	<b>349679</b>	<b>N</b>	<b>040750</b>	<b>N</b>	<b>392.00</b>	<b>85</b>	<b>85</b>
6x3	109716	N	040767	N	425.00	86	85
<b>6x4</b>	<b>131359</b>	<b>N</b>	<b>040774</b>	<b>N</b>	<b>451.00</b>	<b>90</b>	<b>90</b>
6	398950	N	137054	N	511.00	95	95
<b>8x6x4*</b>	<b>349396</b>	<b>N</b>	<b>040842</b>	<b>N</b>	<b>625.00</b>	<b>130</b>	<b>125</b>
8x6x6*	349372	N	040859	N	675.00	148	135
<b>8x6x8*</b>	<b>349389</b>	<b>N</b>	<b>040866</b>	<b>N</b>	<b>725.00</b>	<b>154</b>	<b>145</b>
8x8x10*	349402	N	040873	N	1300.00	260	260
<b>8x8x12*</b>	<b>349419</b>	<b>N</b>			<b>1410.00</b>	<b>310</b>	
8x3	349686	N	040828	N	645.00	128	129
<b>8x4</b>	<b>056300</b>	<b>N</b>	<b>040835</b>	<b>N</b>	<b>700.00</b>	<b>140</b>	<b>140</b>
8x6	109723	N	137061	N	746.00	147	145
<b>8</b>	<b>399025</b>	<b>N</b>	<b>040811</b>	<b>N</b>	<b>852.00</b>	<b>168</b>	<b>155</b>
10x6x6*	349426	N			1389.00	278	
<b>10x6x10*</b>	<b>349433</b>	<b>N</b>			<b>1539.00</b>	<b>308</b>	
10x8x6*	349440	N			1475.00	280	
<b>10x8x8*</b>	<b>349457</b>	<b>N</b>			<b>1403.00</b>	<b>295</b>	
10x8x10*	349464	N			1515.00	303	
<b>10x4</b>	<b>349488</b>	<b>N</b>	<b>138327</b>	<b>N</b>	<b>1020.00</b>	<b>215</b>	<b>205</b>
10x6	109686	N	138334	N	1060.00	216	215
<b>10x8</b>	<b>056324</b>	<b>N</b>	<b>138341</b>	<b>N</b>	<b>1115.00</b>	<b>233</b>	<b>225</b>
10	085331	N	138310	N	1303.00	270	270
<b>10x10x12*</b>	<b>349471</b>	<b>N</b>			<b>1685.00</b>	<b>337</b>	
12x6x6*	349495	N			1729.00	346	
<b>12x6x8*</b>	<b>349501</b>	<b>N</b>			<b>1809.00</b>	<b>362</b>	
12x8x6*	349518	N			1775.00	355	
<b>12x8x8*</b>	<b>349693</b>	<b>N</b>			<b>1875.00</b>	<b>375</b>	
<b>12x8x12*</b>	<b>350422</b>	<b>N</b>			<b>2100.00</b>	<b>420</b>	
<b>12x10x6*</b>	<b>349938</b>	<b>N</b>			<b>1951.00</b>	<b>390</b>	
12x10x8*	350248	N			2000.00	400	
<b>12x10x10*</b>	<b>350255</b>	<b>N</b>			<b>2100.00</b>	<b>420</b>	
12x10x12*	350439	N			2200.00	440	
<b>12x4</b>	<b>349945</b>	<b>N</b>	<b>040675</b>	<b>N</b>	<b>1436.00</b>	<b>301</b>	<b>290</b>
12x6	109693	N	040682	N	1458.00	295	295
<b>12x8</b>	<b>131250</b>	<b>N</b>	<b>040699</b>	<b>N</b>	<b>1535.00</b>	<b>331</b>	<b>310</b>
12x10	058007	N	040668	N	1741.00	355	360
<b>12</b>	<b>348634</b>	<b>N</b>	<b>138358</b>	<b>N</b>	<b>1858.00</b>	<b>385</b>	<b>385</b>
14x4	350354	N			2127.00	405	
<b>14x6</b>	<b>350262</b>	<b>N</b>	<b>042174</b>	<b>N</b>	<b>1969.00</b>	<b>530</b>	<b>375</b>

FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.

**FLANGED C110 FBE COATED**

**Tyler Union Ductile Iron C110 Flanged FBE Coated Fittings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>TEE FLANGED (Con't)</b>							
14x8	350361	N	042181	N	2048.00	435	390
<b>14x10</b>	<b>350279</b>	<b>N</b>	<b>042150</b>	<b>N</b>	<b>2100.00</b>	<b>550</b>	<b>400</b>
14x12	348610	N	042167	N	2232.00	470	425
<b>14</b>	<b>350385</b>	<b>N</b>	<b>042143</b>	<b>N</b>	<b>2576.00</b>	<b>602</b>	<b>435</b>
16x4	350286	N			2625.00	500	
<b>16x6</b>	<b>349952</b>	<b>N</b>	<b>042235</b>	<b>N</b>	<b>2439.00</b>	<b>540</b>	<b>475</b>
16x8	350392	N	042242	N	2489.00	620	475
<b>16x10</b>	<b>350408</b>	<b>N</b>	<b>042204</b>	<b>N</b>	<b>2613.00</b>	<b>565</b>	<b>495</b>
16x12	350293	N	042211	N	2692.00	634	520
<b>16x14</b>	<b>350415</b>	<b>N</b>	<b>042228</b>	<b>N</b>	<b>2783.00</b>	<b>610</b>	<b>530</b>
16	109730	N	042198	N	2903.00	675	550
<b>18x6</b>	<b>349969</b>	<b>N</b>	<b>042303</b>	<b>N</b>	<b>2763.00</b>	<b>560</b>	<b>480</b>
18x8	349976	N	042310	N	2846.00	570	495
<b>18x10</b>	<b>349983</b>	<b>N</b>	<b>042266</b>	<b>N</b>	<b>2933.00</b>	<b>585</b>	<b>510</b>
18x12	349990	N	042273	N	3069.00	605	535
<b>18x14</b>	<b>350002</b>	<b>N</b>	<b>042280</b>	<b>N</b>	<b>3573.00</b>	<b>740</b>	<b>630</b>
18x16	350019	N	042297	N	3738.00	760	650
<b>18</b>	<b>350026</b>	<b>N</b>	<b>042259</b>	<b>N</b>	<b>3817.00</b>	<b>785</b>	<b>665</b>
20x6	350033	N	042389	N	3508.00	710	610
20x8	350125	N	042396	N	3565.00	720	620
<b>20x10</b>	<b>350132</b>	<b>N</b>	<b>042334</b>	<b>N</b>	<b>3651.00</b>	<b>735</b>	<b>635</b>
20x12	350149	N	042341	N	3795.00	755	660
<b>20x14</b>	<b>350156</b>	<b>N</b>	<b>042358</b>	<b>N</b>	<b>3824.00</b>	<b>770</b>	<b>665</b>
20x16	350163	N	042365	N	4658.00	950	810
<b>20x18</b>	<b>350309</b>	<b>N</b>	<b>042372</b>	<b>N</b>	<b>4715.00</b>	<b>965</b>	<b>820</b>
20	350170	N	042327	N	5020.00	1005	1005
<b>24x6</b>	<b>350187</b>	<b>N</b>	<b>042471</b>	<b>N</b>	<b>5527.00</b>	<b>1000</b>	<b>845</b>
24x8	350194	N	042488	N	5590.00	1010	860
<b>24x10</b>	<b>350200</b>	<b>N</b>	<b>042419</b>	<b>N</b>	<b>5720.00</b>	<b>1020</b>	<b>880</b>
24x12	350217	N	042426	N	5789.00	1125	890
<b>24x14</b>	<b>350224</b>	<b>N</b>	<b>042433</b>	<b>N</b>	<b>5809.00</b>	<b>1050</b>	<b>900</b>
24x16	350231	N	042440	N	5934.00	1070	915
<b>24x18</b>	<b>355106</b>	<b>N</b>	<b>042457</b>	<b>N</b>	<b>7804.00</b>	<b>1534</b>	<b>1220</b>
24x20	355120	N	042464	N	8157.00	1510	1255
<b>24</b>	<b>355144</b>	<b>N</b>	<b>042402</b>	<b>N</b>	<b>8655.00</b>	<b>1685</b>	<b>1330</b>
30x6	355212	N			10782.00	1725	
30x8		N			CALL	1450	
30x10		N			CALL	1465	
<b>30x12</b>	<b>355236</b>	<b>N</b>	<b>042839</b>	<b>N</b>	<b>8950.00</b>	<b>1780</b>	<b>1490</b>
30x14		N			CALL	1490	
30x16		N			CALL	1505	
30x18	355243	N	042846	N	9469.00	1815	1515
30x20		N			9625.00	1540	
<b>30x24</b>	<b>355274</b>	<b>N</b>	<b>042853</b>	<b>N</b>	<b>12657.00</b>	<b>2475</b>	<b>2025</b>
30	355281	N	042822	N	13454.00	2615	2160
36x12		N			CALL	2170	
36x16		N			13499.00	1975	
36x18		N			13688.00	2190	
36x20		N			CALL	2145	

**FBE - Fusion Bond Epoxy for Water Service applied in  
accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**FLANGED C110 FBE COATED****LP-5091 Tyler Union Ductile Iron C110 Flanged FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>TEE FLANGED (Cont)</b>							
36x24				N	14094.00		2255
36x30				N	18750.00		3000
36				N	19661.00		3160
42x24				N	21904.00		3245
42x30				N	27844.00		4125
42x36				N	36180.00		5360
42				N	37665.00		5580
48x24				N	29599.00		4385
48x30				N	30071.00		4455
48x36				N	37496.00		5555
48x42				N	48566.00		7195
48				N	49849.00		7385

**BASE TEE, FLANGED**

3	355311	N	040651	N	248.00	50	45
<b>4</b>	<b>350446</b>	<b>N</b>	<b>138273</b>	<b>N</b>	<b>394.00</b>	<b>70</b>	<b>75</b>
6x4		N			CALL	105	
6	350453	N	138280	N	551.00	115	110
8x4		N			CALL	170	
8x6		N			CALL	186	
<b>8</b>	<b>350460</b>	<b>N</b>	<b>138303</b>	<b>N</b>	<b>925.00</b>	<b>155</b>	<b>185</b>
10x4		N			CALL	235	
10x6		N			970.00	245	
10x8		N			CALL	255	
10	350491	N	040637	N	1500.00	315	300
12x4		N			CALL	335	
12x6		N			CALL	340	
12x8		N			CALL	355	
12x10		N			CALL	405	
<b>12</b>	<b>350507</b>	<b>N</b>	<b>040644</b>	<b>N</b>	<b>2151.00</b>	<b>450</b>	<b>430</b>
14x4		N			CALL	475	
14x6		N			CALL	425	
14x8		N			CALL	485	
14x10		N			CALL	500	
14x12		N			CALL	520	
14	052890	N	042099	N	2547.00	550	485
16x4		N			CALL	575	
16x6		N			CALL	658	
16x8		N			CALL	605	
16x10		N			CALL	615	
16x12		N			CALL	640	
16x14		N			CALL	660	
<b>16</b>	<b>052906</b>	<b>N</b>	<b>042105</b>	<b>N</b>	<b>3150.00</b>	<b>685</b>	<b>600</b>
18x6		N			CALL	770	
18x8		N			CALL	570	
18x10		N			CALL	585	
18x12		N			CALL	635	
18x14		N			CALL	705	
18x16		N			CALL	725	
18	355175	N	042112	N	4255.00	855	740

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**FLANGED C110 FBE COATED****Tyler Union Ductile Iron C110 Flanged FBE Coated Fittings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>BASE TEE, FLANGED (Con't)</b>							
20x6		N			CALL	685	
20x8		N			CALL	770	
20x10		N			CALL	810	
20x12		N			CALL	805	
20x14		N			CALL	740	
20x16		N			CALL	1025	
20x18		N			CALL	895	
20	355182	N	042129	N	5348.00	1125	930
24x6		N			CALL	925	
24x8		N			CALL	940	
24x10		N			CALL	960	
24x12		N			CALL	970	
24x14		N			CALL	980	
24x16		N			CALL	995	
24x18		N			CALL	1300	
24x20		N			CALL	1590	
24	355199	N	042136	N	9166.00	1715	1410
30x8		N			CALL	1570	
30x10		N			CALL	1585	
30x12		N			CALL	1610	
30x14		N			CALL	1610	
30x16		N			CALL	1625	
30x18		N			CALL	1635	
30x20		N			CALL	1660	
30x24		N			CALL	2145	
30		N			CALL	2270	

**TEE FLANGED WITH SIDE OUTLET**

4		N			CALL	82	
6		N			675.00	135	
8		N			682.00	115	
10		N			CALL	330	
12		N			CALL	470	
14		N			CALL	650	
16		N			CALL	850	
18		N			CALL	1040	
20		N			CALL	1330	
24		N			CALL	3080	

**CROSS FLANGED**

3	355717	N	040149	N	276.00	51	50
4x3	354994	N	040163	N	368.00	76	70
4	355014	N	040156	N	452.00	80	80
6x3	355038	N	040187	N	475.00	95	95
6x4	355045	N	040194	N	551.00	112	110
6	350514	N	040170	N	693.00	125	120
8x3	355069	N			775.00	140	
8x4	355083	N	040217	N	825.00	155	155

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**FLANGED C110 FBE COATED****LP-5091 Tyler Union Ductile Iron C110 Flanged FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>CROSS FLANGED (Con't)</b>							
8x6	131274	N	040224	N	825.00	165	165
<b>8</b>	<b>131298</b>	<b>N</b>	<b>040200</b>	<b>N</b>	<b>1050.00</b>	<b>203</b>	<b>195</b>
10x4	355762	N	040064	N	1100.00	220	220
<b>10x6</b>	<b>119791</b>	<b>N</b>	<b>040071</b>	<b>N</b>	<b>1200.00</b>	<b>242</b>	<b>240</b>
10x8	131311	N	040088	N	1325.00	265	265
<b>10</b>	<b>350521</b>	<b>N</b>	<b>040057</b>	<b>N</b>	<b>1651.00</b>	<b>333</b>	<b>330</b>
12x4	355779	N	040118	N	1551.00	310	310
<b>12x6</b>	<b>350538</b>	<b>N</b>	<b>040125</b>	<b>N</b>	<b>1600.00</b>	<b>326</b>	<b>320</b>
12x8	350699	N	040132	N	1730.00	351	345
<b>12x10</b>	<b>355786</b>	<b>N</b>	<b>040101</b>	<b>N</b>	<b>2075.00</b>	<b>415</b>	<b>415</b>
12	354970	N	040095	N	2294.00	460	460
<b>14x6</b>	<b>355724</b>	<b>N</b>	<b>041436</b>	<b>N</b>	<b>2100.00</b>	<b>450</b>	<b>400</b>
14x8	355731	N	041443	N	2232.00	475	425
<b>14x12</b>	<b>355748</b>	<b>N</b>	<b>041429</b>	<b>N</b>	<b>2652.00</b>	<b>555</b>	<b>505</b>
14	355755	N	041412	N	2783.00	712	530
<b>16x6</b>	<b>356073</b>	<b>N</b>	<b>041481</b>	<b>N</b>	<b>2573.00</b>	<b>565</b>	<b>490</b>
16x8	356080	N	041498	N	2730.00	713	520
<b>16x10</b>	<b>356097</b>	<b>N</b>	<b>041467</b>	<b>N</b>	<b>2914.00</b>	<b>748</b>	<b>555</b>
16x12	356103	N	041474	N	3177.00	818	605
<b>16</b>	<b>356110</b>	<b>N</b>	<b>041450</b>	<b>N</b>	<b>3492.00</b>	<b>806</b>	<b>665</b>
18x12	355885	N	041511	N	3508.00	706	610
<b>18</b>	<b>355892</b>	<b>N</b>	<b>041504</b>	<b>N</b>	<b>4571.00</b>	<b>915</b>	<b>795</b>
20x12	355908	N	041535	N	4226.00	820	735
<b>20x16</b>	<b>355915</b>	<b>N</b>	<b>041542</b>	<b>N</b>	<b>5261.00</b>	<b>1065</b>	<b>915</b>
20	355922	N	041528	N	5836.00	1175	1015
24x6		N			7080.00	1180	
<b>24x12</b>	<b>355939</b>	<b>N</b>	<b>041566</b>	<b>N</b>	<b>5760.00</b>	<b>1100</b>	<b>960</b>
24x14	355946	N	041573	N	5850.00	1125	975
<b>24x16</b>	<b>355953</b>	<b>N</b>	<b>041580</b>	<b>N</b>	<b>6061.00</b>	<b>1160</b>	<b>1010</b>
24x20	355960	N	041597	N	8581.00	1695	1430
<b>24</b>	<b>355977</b>	<b>N</b>	<b>041559</b>	<b>N</b>	<b>9421.00</b>	<b>1850</b>	<b>1570</b>
30x24	355984	N	042785	N	14032.00	2695	2245
<b>30</b>	<b>355991</b>	<b>N</b>	<b>042778</b>	<b>N</b>	<b>15625.00</b>	<b>2980</b>	<b>2500</b>

**ECCENTRIC REDUCER FLANGED**

4x2		N			137.00	26	
4x3	356035	N	040521	N	158.00	30	30
<b>6x3</b>	<b>109709</b>	<b>N</b>	<b>040538</b>	<b>N</b>	<b>200.00</b>	<b>45</b>	<b>40</b>
6x4	030850	N	040545	N	225.00	52	45
6x5		N			CALL	50	
<b>8x4</b>	<b>356042</b>	<b>N</b>	<b>040552</b>	<b>N</b>	<b>365.00</b>	<b>66</b>	<b>73</b>
8x5		N			CALL	71	
8x6	356059	N	040569	N	375.00	80	75
10x4		N			485.00	97	
<b>10x6</b>	<b>356134</b>	<b>N</b>	<b>245612</b>	<b>N</b>	<b>465.00</b>	<b>98</b>	<b>93</b>
10x8	356141	N	245629	N	531.00	123	106
12x4		N			CALL	125	
<b>12x6</b>	<b>356158</b>	<b>N</b>	<b>245674</b>	<b>N</b>	<b>651.00</b>	<b>135</b>	<b>130</b>
12x8	356172	N	040514	N	725.00	149	145

FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.

**FLANGED C110 FBE COATED****Tyler Union Ductile Iron C110 Flanged FBE Coated Fittings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>ECCENTRIC REDUCER FLANGED (Con't)</b>							
<b>12x10</b>	<b>356196</b>	<b>N</b>	<b>245636</b>	<b>N</b>	<b>851.00</b>	<b>170</b>	<b>170</b>
14x6		N			CALL	180	
14x8		N			CALL	200	
14x12		N			CALL	250	
16x6	052869	N	041924	N	998.00	245	190
<b>16x8</b>	<b>052876</b>	<b>N</b>	<b>041931</b>	<b>N</b>	<b>1103.00</b>	<b>230</b>	<b>210</b>
16x10	356066	N	041894	N	1234.00	255	235
<b>16x12</b>	<b>356127</b>	<b>N</b>	<b>041900</b>	<b>N</b>	<b>1392.00</b>	<b>332</b>	<b>265</b>
16x14	052883	N	041917	N	1470.00	377	280
<b>18x8</b>	<b>355793</b>	<b>N</b>	<b>041986</b>	<b>N</b>	<b>1380.00</b>	<b>310</b>	<b>240</b>
18x10	355809	N	041948	N	1524.00	305	265
<b>18x12</b>	<b>355816</b>	<b>N</b>	<b>041955</b>	<b>N</b>	<b>1696.00</b>	<b>325</b>	<b>295</b>
18x14	355823	N	041962	N	1783.00	335	310
<b>18x16</b>	<b>355830</b>	<b>N</b>	<b>041979</b>	<b>N</b>	<b>1955.00</b>	<b>335</b>	<b>340</b>
20x10	355847	N	041993	N	1783.00	350	310
<b>20x12</b>	<b>355854</b>	<b>N</b>	<b>042006</b>	<b>N</b>	<b>1984.00</b>	<b>370</b>	<b>345</b>
20x14	356004	N	042013	N	2031.00	402	355
<b>20x16</b>	<b>355861</b>	<b>N</b>	<b>042020</b>	<b>N</b>	<b>2243.00</b>	<b>449</b>	<b>390</b>
20x18	355878	N	042037	N	2358.00	455	410
<b>24x12</b>	<b>356011</b>	<b>N</b>	<b>042044</b>	<b>N</b>	<b>3120.00</b>	<b>601</b>	<b>480</b>
24x14	356028	N	042051	N	3186.00	570	490
<b>24x16</b>	<b>096795</b>	<b>N</b>	<b>042068</b>	<b>N</b>	<b>3413.00</b>	<b>614</b>	<b>525</b>
24x18	096818	N	042075	N	3576.00	638	550
<b>24x20</b>	<b>096832</b>	<b>N</b>	<b>042082</b>	<b>N</b>	<b>3836.00</b>	<b>637</b>	<b>590</b>
42x24		N			12278.00		1810
<b>42x30</b>		<b>N</b>			<b>13905.00</b>		<b>2060</b>
42x36		N			15829.00		2345
<b>48x30</b>		<b>N</b>			<b>17651.00</b>		<b>2615</b>
48x36		N			19845.00		2940
<b>48x42</b>		<b>N</b>			<b>22410.00</b>		<b>3320</b>

**CONCENTRIC REDUCER FLANGED**

3x2	097174	N	245278	N	88.00	16	16
<b>4x2</b>	<b>085539</b>	<b>N</b>	<b>245285</b>	<b>N</b>	<b>132.00</b>	<b>25</b>	<b>25</b>
4x3	097211	N	245292	N	162.00	30	30
<b>6x2</b>	<b>097198</b>	<b>N</b>	<b>245308</b>	<b>N</b>	<b>175.00</b>	<b>36</b>	<b>35</b>
6x3	110217	N	245315	N	200.00	40	40
<b>6x4</b>	<b>398981</b>	<b>N</b>	<b>245322</b>	<b>N</b>	<b>240.00</b>	<b>45</b>	<b>45</b>
6x5	097235	N	245339	N	255.00	56	51
<b>8x3</b>	<b>097112</b>	<b>N</b>			<b>304.00</b>	<b>61</b>	
8x4	131397	N	245582	N	358.00	65	65
<b>8x5</b>	<b>097259</b>	<b>N</b>	<b>245599</b>	<b>N</b>	<b>351.00</b>	<b>78</b>	<b>70</b>
8x6	399018	N	245605	N	393.00	76	75
<b>10x4</b>	<b>058021</b>	<b>N</b>	<b>040293</b>	<b>N</b>	<b>425.00</b>	<b>98</b>	<b>85</b>
10x6	097136	N	040309	N	501.00	94	90
<b>10x8</b>	<b>131335</b>	<b>N</b>	<b>040316</b>	<b>N</b>	<b>623.00</b>	<b>110</b>	<b>110</b>
12x4	085393	N	040330	N	620.00	119	124
<b>12x6</b>	<b>097150</b>	<b>N</b>	<b>040347</b>	<b>N</b>	<b>726.00</b>	<b>130</b>	<b>130</b>
12x8	110231	N	040354	N	812.00	145	145

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**FLANGED C110 FBE COATED****LP-5091 Tyler Union Ductile Iron C110 Flanged FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>CONCENTRIC REDUCER FLANGED (Cont)</b>							
<b>12x10</b>	<b>348641</b>	<b>N</b>	<b>040323</b>	<b>N</b>	<b>924.00</b>	<b>178</b>	<b>170</b>
14x6	052913	N	041672	N	814.00	165	155
<b>14x8</b>	<b>052920</b>	<b>N</b>	<b>041689</b>	<b>N</b>	<b>919.00</b>	<b>185</b>	<b>175</b>
14x10	052937	N	041658	N	1021.00	205	190
<b>14x12</b>	<b>348627</b>	<b>N</b>	<b>041665</b>	<b>N</b>	<b>1162.00</b>	<b>294</b>	<b>220</b>
16x6	097273	N	041726	N	998.00	245	190
<b>16x8</b>	<b>058045</b>	<b>N</b>	<b>041733</b>	<b>N</b>	<b>1110.00</b>	<b>230</b>	<b>210</b>
16x10	096771	N	041696	N	1247.00	255	235
<b>16x12</b>	<b>110248</b>	<b>N</b>	<b>041702</b>	<b>N</b>	<b>1417.00</b>	<b>285</b>	<b>265</b>
16x14	053583	N	041719	N	1470.00	377	280
<b>18x8</b>	<b>096856</b>	<b>N</b>	<b>041788</b>	<b>N</b>	<b>1380.00</b>	<b>265</b>	<b>240</b>
18x10	356202	N	041740	N	1524.00	290	265
<b>18x12</b>	<b>356219</b>	<b>N</b>	<b>041757</b>	<b>N</b>	<b>1698.00</b>	<b>320</b>	<b>295</b>
18x14	096870	N	041764	N	1754.00	350	305
<b>18x16</b>	<b>096894</b>	<b>N</b>	<b>041771</b>	<b>N</b>	<b>1964.00</b>	<b>405</b>	<b>340</b>
20x10	096917	N	041795	N	1783.00	418	310
<b>20x12</b>	<b>356257</b>	<b>N</b>	<b>041801</b>	<b>N</b>	<b>2078.00</b>	<b>465</b>	<b>345</b>
20x14	096931	N	041818	N	2041.00	430	355
<b>20x16</b>	<b>356264</b>	<b>N</b>	<b>041825</b>	<b>N</b>	<b>2244.00</b>	<b>445</b>	<b>390</b>
20x18	356271	N	041832	N	2358.00	470	410
<b>24x12</b>	<b>096955</b>	<b>N</b>	<b>041849</b>	<b>N</b>	<b>3295.00</b>	<b>608</b>	<b>480</b>
24x14	096979	N	041856	N	3296.00	565	490
<b>24x16</b>	<b>097013</b>	<b>N</b>	<b>041863</b>	<b>N</b>	<b>3455.00</b>	<b>610</b>	<b>525</b>
24x18	097037	N	041870	N	3576.00	645	550
<b>24x20</b>	<b>097051</b>	<b>N</b>	<b>041887</b>	<b>N</b>	<b>3853.00</b>	<b>756</b>	<b>590</b>
30x16	097075	N		N	5907.00	945	
<b>30x18</b>	<b>097099</b>	<b>N</b>	<b>042792</b>	<b>N</b>	<b>5063.00</b>	<b>970</b>	<b>810</b>
30x20	097532	N	042808	N	5438.00	1144	870
<b>30x24</b>	<b>097518</b>	<b>N</b>	<b>042815</b>	<b>N</b>	<b>6063.00</b>	<b>1155</b>	<b>970</b>
36x24		N			8407.00		1345
<b>42x24</b>		<b>N</b>			<b>12285.00</b>		<b>1820</b>
42x30		N			13905.00		2060
<b>42x36</b>		<b>N</b>			<b>15829.00</b>		<b>2345</b>
48x30		N			17719.00		2625
<b>48x36</b>		<b>N</b>			<b>19913.00</b>		<b>2950</b>
48x42		N			22410.00		3320

**STANDARD FLANGE THREADED FOR STEEL PIPE**

2	097556	N			44.00	6	
<b>2½</b>	<b>097570</b>	<b>N</b>			<b>58.00</b>	<b>8</b>	
3	399032	N			38.00	7	
<b>4</b>	<b>399049</b>	<b>N</b>			<b>63.00</b>	<b>12</b>	
6	399063	N			85.00	17	
<b>8</b>	<b>099093</b>	<b>N</b>			<b>140.00</b>	<b>28</b>	
10	097594	N			175.00	35	
<b>12</b>	<b>097631</b>	<b>N</b>			<b>305.00</b>	<b>61</b>	

FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.

**FLANGED C110 FBE COATED****Tyler Union Ductile Iron C110 Flanged FBE Coated Fittings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>FLANGE THREADED FOR DUCTILE IRON PIPE</b>							
3	098898	N			34.00	6	
4	<b>097716</b>	<b>N</b>			<b>67.00</b>	<b>11</b>	
6	399094	N			71.00	14	
8	<b>097730</b>	<b>N</b>			<b>171.00</b>	<b>35</b>	
10	098911	N			173.00	33	
12	<b>098935</b>	<b>N</b>			<b>260.00</b>	<b>52</b>	
14	098959	N			378.00	72	
16	<b>098973</b>	<b>N</b>			<b>470.00</b>	<b>86</b>	
18	098997	N			604.00	105	
20	<b>099017</b>	<b>N</b>			<b>661.00</b>	<b>115</b>	
24	099031	N			960.00	160	
30	<b>097419</b>	<b>N</b>			<b>1594.00</b>	<b>255</b>	

**STANDARD BLIND FLANGES**

3	099055	N			50.00	9	
4	<b>399056</b>	<b>N</b>			<b>78.00</b>	<b>13</b>	
6	399070	N			136.00	22	
8	<b>399100</b>	<b>N</b>			<b>220.00</b>	<b>38</b>	
10	097655	N			283.00	55	
12	<b>348658</b>	<b>N</b>			<b>365.00</b>	<b>73</b>	
14	097433	N			578.00	110	
16	<b>097457</b>	<b>N</b>			<b>867.00</b>	<b>165</b>	
18	099079	N			960.00	167	
20	<b>097396</b>	<b>N</b>			<b>1231.00</b>	<b>214</b>	
24	097297	N			1818.00	303	
30	<b>097471</b>	<b>N</b>	<b>093626</b>	<b>N</b>	<b>3625.00</b>	<b>580</b>	<b>580</b>
36				N	4938.00		790
42				N	7931.00		1175
48			<b>111764</b>	<b>N</b>	<b>10699.00</b>		<b>1585</b>

**BLIND FLANGE TAPPED (2-inch Only) SEE NOTE**

3	097679	N			90.00	9	
4	<b>399117</b>	<b>N</b>			<b>118.00</b>	<b>15</b>	
6	399087	N			176.00	28	
8	<b>097617</b>	<b>N</b>			<b>260.00</b>	<b>45</b>	
10	097693	N			323.00	55	
12	<b>097754</b>	<b>N</b>			<b>405.00</b>	<b>73</b>	
14	097495	N			618.00	110	
16	<b>097372</b>	<b>N</b>			<b>907.00</b>	<b>165</b>	
18	097310	N			1000.00	167	
20	<b>097334</b>	<b>N</b>			<b>1271.00</b>	<b>214</b>	
24	097358	N			1898.00	303	
30	<b>099338</b>	<b>N</b>		<b>N</b>	<b>3725.00</b>	<b>580</b>	<b>580</b>
36				N	5038.00		790
42				N	8131.00		1175
48				N	10899.00		1585

**FBE - Fusion Bond Epoxy for Water Service applied in accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**

**FLANGED C110 FBE COATED****LP-5091 Tyler Union Ductile Iron C110 Flanged FBE Coated Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**FLANGE SLUDGE SHOE**

3	099475	N	040590	N	138.00	28	25
4	<b>099499</b>	<b>N</b>	<b>040606</b>	<b>N</b>	<b>184.00</b>	<b>35</b>	<b>35</b>
6	099116	N	040613	N	225.00	45	45
8	<b>099130</b>	<b>N</b>	<b>040620</b>	<b>N</b>	<b>325.00</b>	<b>65</b>	<b>65</b>
10	099154	N	040576	N	425.00	88	85
12	<b>099178</b>	<b>N</b>	<b>040583</b>	<b>N</b>	<b>600.00</b>	<b>120</b>	<b>120</b>

**FLANGExFLARE PIECE**

3	099635	N	040255	N	110.00	20	20
4	<b>099574</b>	<b>N</b>	<b>040262</b>	<b>N</b>	<b>158.00</b>	<b>44</b>	<b>30</b>
6	099598	N	040279	N	200.00	44	40
8	<b>099314</b>	<b>N</b>	<b>040286</b>	<b>N</b>	<b>351.00</b>	<b>75</b>	<b>70</b>
10	099925	N	040231	N	475.00	108	95
12	<b>099840</b>	<b>N</b>	<b>040248</b>	<b>N</b>	<b>771.00</b>	<b>154</b>	<b>155</b>
14	099949	N	041603	N	867.00	190	165
16	<b>099901</b>	<b>N</b>	<b>041610</b>	<b>N</b>	<b>1260.00</b>	<b>294</b>	<b>240</b>
18	099451	N	041627	N	1476.00	355	275
20	<b>099413</b>	<b>N</b>	<b>041634</b>	<b>N</b>	<b>2041.00</b>	<b>465</b>	<b>355</b>
24	099437	N	041641	N	3120.00	635	480
30		N			CALL	760	

Tap x O.D.	UPCode NO. 670610	Ship Code	Size & Tap	List Price	Weight
------------	----------------------	--------------	------------	---------------	--------

**D.I. REDUCING FLANGE THREADED FOR STEEL PIPE**

3x9	099659	N	(4x3)	90.00	17
4x11	099673	N	(6x4)	105.00	21
4x13½	099697	N	(8x4)	185.00	37
6x13½	099727	N	(8x6)	195.00	31
6x16	099741	N	(10x6)	300.00	60
6x19	099765	N	(12x6)	451.00	90
8x16	099789	N	(10x8)	301.00	50
10x19	099802	N	(12x10)	360.00	72

**D.I. REDUCING FLANGE THREADED FOR CAST IRON/DI PIPE**

3x9	099963	N	(4x3)	79.00	15
4x11	099987	N	(6x4)	125.00	25
4x13½	100041	N	(8x4)	200.00	40
6x13½	100065	N	(8x6)	215.00	35
8x16	100003	N	(10x8)	251.00	50
8x19	100027	N	(12x8)	425.00	85

**FBE - Fusion Bond Epoxy for Water Service applied in  
accordance with ANSI/AWWA C116/A21.16 to the interior and exterior.**



**FLANGED C110 PRIME COATED****LP-5091 Tyler Union C110 Flanged Fittings/Prime Out, CL & Seal In**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**90° (1/4) BEND FLANGED**

2	382911	N	089773	S	104.00	14	16
3	<b>274841</b>	<b>S</b>	<b>089858</b>	<b>S</b>	<b>136.00</b>	<b>26</b>	<b>29</b>
4	274865	S	089933	S	203.00	44	45
6	<b>274902</b>	<b>S</b>	<b>089995</b>	<b>S</b>	<b>300.00</b>	<b>68</b>	<b>71</b>
8	274940	S	090052	S	492.00	115	116
10	<b>274971</b>	<b>S</b>	<b>089636</b>	<b>S</b>	<b>768.00</b>	<b>164</b>	<b>181</b>
12	275015	S	089704	S	984.00	236	231
14	<b>286806</b>	<b>S</b>	<b>091462</b>	<b>S</b>	<b>1339.00</b>	<b>387</b>	<b>298</b>
16	275046	S	091516	S	1687.00	478	375
18	<b>342076</b>	<b>S</b>	<b>091561</b>	<b>S</b>	<b>2282.00</b>	<b>527</b>	<b>456</b>
20	275053	S	091622	S	2844.00	878	569
24	<b>342069</b>	<b>S</b>	<b>091677</b>	<b>S</b>	<b>5235.00</b>	<b>1257</b>	<b>910</b>
30	342168	N	089360	S	7675.00	1755	1396
36			<b>093688</b>	<b>S</b>	<b>11980.00</b>		<b>2178</b>
42			093695	S	18330.00		3055
48			<b>093701</b>	<b>S</b>	<b>24570.00</b>		<b>4095</b>

**90° (1/4) BASE BEND FLANGED**

3	341062	S	089506	S	166.00	38	35
4	<b>341079</b>	<b>S</b>	<b>089513</b>	<b>S</b>	<b>248.00</b>	<b>55</b>	<b>55</b>
6	286202	S	089520	S	398.00	83	85
8	<b>286219</b>	<b>N</b>	<b>089537</b>	<b>S</b>	<b>675.00</b>	<b>141</b>	<b>145</b>
10	286240	N	089483	S	893.00	203	210
12	<b>332688</b>	<b>N</b>	<b>089490</b>	<b>S</b>	<b>1288.00</b>	<b>303</b>	<b>300</b>
14	275121	N	091363	S	1620.00	400	360
16	<b>341109</b>	<b>N</b>	<b>091370</b>	<b>S</b>	<b>2003.00</b>	<b>505</b>	<b>445</b>
18	341505	N	091387	S	2825.00	645	565
20	<b>341499</b>	<b>N</b>	<b>091394</b>	<b>S</b>	<b>3610.00</b>	<b>805</b>	<b>700</b>
24	341048	N	091400	S	5923.00	1215	1030
30	<b>341284</b>	<b>N</b>	<b>089339</b>	<b>S</b>	<b>8938.00</b>	<b>1945</b>	<b>1625</b>
36				N	13118.00		2385
42				N	20790.00		3465
48				N	27660.00		4610

**90° (1/4) REDUCING BEND FLANGED**

4x3	333524	N	089957	S	131.00	35	29
6x4	<b>286172</b>	<b>S</b>	<b>090014</b>	<b>S</b>	<b>234.00</b>	<b>58</b>	<b>55</b>
8x4	342151	N	090076	S	319.00	75	75
8x6	<b>274926</b>	<b>S</b>	<b>090083</b>	<b>S</b>	<b>361.00</b>	<b>90</b>	<b>85</b>
10x6	342144	N	089650	S	574.00	126	135
10x8	<b>286875</b>	<b>S</b>	<b>089667</b>	<b>S</b>	<b>638.00</b>	<b>150</b>	<b>150</b>
12x6	317173	N	089735	S	680.00	165	160
12x8	<b>286776</b>	<b>N</b>	<b>089759</b>	<b>S</b>	<b>765.00</b>	<b>191</b>	<b>180</b>
12x10	274995	S	089728	S	893.00	218	210

**90° (1/4) REDUCING BASE BEND FLANGED (BASE UNDER LARGE END)**

4x3	341055	N			195.00	43	
6x4	<b>341093</b>	<b>N</b>			<b>319.00</b>	<b>75</b>	
8x4	341253	N			489.00	115	
8x6	<b>341307</b>	<b>N</b>			<b>553.00</b>	<b>135</b>	
10x6	341260	N			745.00	175	
10x8	<b>331292</b>	<b>N</b>			<b>832.00</b>	<b>196</b>	
12x6	341239	N			978.00	230	
12x8	<b>341208</b>	<b>N</b>			<b>1084.00</b>	<b>255</b>	
12x10	341215	N			1211.00	285	

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

127

Confidential

McWane-014368

CX 2358-127

**FLANGED C110 PRIME COATED****Tyler Union C110 Flanged Fittings/Prime Out, CL & Seal In LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>90° (1/4) REDUCING BASE BEND FLANGED (BASE UNDER SMALL END)</b>							
4x3	341024	N			203.00	45	
<b>6x4</b>	<b>341086</b>	<b>N</b>			<b>319.00</b>	<b>75</b>	
8x4	341246	N			502.00	115	
<b>8x6</b>	<b>341291</b>	<b>N</b>			<b>553.00</b>	<b>130</b>	
10x6	341277	N			723.00	170	
<b>10x8</b>	<b>341567</b>	<b>N</b>			<b>782.00</b>	<b>195</b>	
12x6	341222	N			978.00	230	
<b>12x8</b>	<b>341543</b>	<b>N</b>			<b>1084.00</b>	<b>255</b>	
12x10	341178	N			1211.00	285	

**45° (1/8) BEND FLANGED**

3	342137	S	089834	S	105.00	20	20
<b>4</b>	<b>275305</b>	<b>S</b>	<b>089926</b>	<b>S</b>	<b>181.00</b>	<b>40</b>	<b>40</b>
6	275329	S	089988	S	264.00	55	55
<b>8</b>	<b>275343</b>	<b>S</b>	<b>090045</b>	<b>S</b>	<b>407.00</b>	<b>91</b>	<b>90</b>
10	275367	S	089629	S	647.00	130	130
<b>12</b>	<b>318682</b>	<b>S</b>	<b>089698</b>	<b>S</b>	<b>829.00</b>	<b>195</b>	<b>195</b>
14	342120	S	091455	S	1042.00	245	220
<b>16</b>	<b>275381</b>	<b>N</b>	<b>091509</b>	<b>S</b>	<b>1324.00</b>	<b>315</b>	<b>280</b>
18	286820	S	091554	S	1625.00	422	325
<b>20</b>	<b>342175</b>	<b>S</b>	<b>091615</b>	<b>S</b>	<b>2425.00</b>	<b>485</b>	<b>430</b>
24	342182	S	091660	S	3803.00	541	630
<b>30</b>	<b>342199</b>	<b>S</b>	<b>089353</b>	<b>S</b>	<b>6160.00</b>	<b>1335</b>	<b>1120</b>
36			093718	S	9653.00		1755
<b>42</b>			<b>093725</b>	<b>S</b>	<b>15600.00</b>		<b>2600</b>
48			093732	S	21480.00		3580

**22½° (1/16) BEND FLANGED**

3	342205	N	089810	S	95.00	22	20
<b>4</b>	<b>342212</b>	<b>S</b>	<b>089919</b>	<b>S</b>	<b>179.00</b>	<b>40</b>	<b>40</b>
6	327837	N	089971	S	253.00	58	55
<b>8</b>	<b>275404</b>	<b>N</b>	<b>090038</b>	<b>S</b>	<b>398.00</b>	<b>88</b>	<b>90</b>
10	275411	N	089612	S	618.00	130	135
<b>12</b>	<b>342229</b>	<b>N</b>	<b>089681</b>	<b>S</b>	<b>890.00</b>	<b>195</b>	<b>205</b>
14	342083	N	091448	S	1013.00	250	225
<b>16</b>	<b>285373</b>	<b>N</b>	<b>091493</b>	<b>S</b>	<b>1369.00</b>	<b>417</b>	<b>285</b>
18	342250	N	091547	S	1675.00	402	335
<b>20</b>	<b>342243</b>	<b>N</b>	<b>091608</b>	<b>S</b>	<b>2175.00</b>	<b>505</b>	<b>435</b>
24	342236	N	091653	S	3680.00	528	640
<b>30</b>	<b>113737</b>	<b>N</b>	<b>093749</b>	<b>S</b>	<b>6243.00</b>	<b>1385</b>	<b>1135</b>
36			093756	S	9845.00		1790
<b>42</b>			<b>096351</b>	<b>S</b>	<b>15990.00</b>		<b>2665</b>
48			096368	S	21990.00		3665

S = From Stock to 2 weeks • N = Non-Stock; Check for availability.

**FLANGED C110 PRIME COATED****LP-5091 Tyler Union C110 Flanged Fittings/Prime Out, CL & Seal In**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>11¼° (1/32) BEND FLANGED</b>							
3	342267	N	089797	S	95.00	20	20
4	<b>342113</b>	<b>N</b>	<b>089896</b>	<b>S</b>	<b>179.00</b>	<b>40</b>	<b>40</b>
6	342106	N	089964	S	262.00	56	55
8	<b>327417</b>	<b>N</b>	<b>090021</b>	<b>S</b>	<b>403.00</b>	<b>88</b>	<b>90</b>
10	342090	N	089605	S	574.00	130	135
12	<b>275442</b>	<b>N</b>	<b>089674</b>	<b>S</b>	<b>871.00</b>	<b>193</b>	<b>205</b>
14	342021	N	091431	S	1052.00	225	225
16	<b>285359</b>	<b>N</b>	<b>091486</b>	<b>S</b>	<b>1283.00</b>	<b>398</b>	<b>285</b>
18	342038	N	091530	S	1675.00	385	335
20	<b>342045</b>	<b>N</b>	<b>091592</b>	<b>S</b>	<b>2175.00</b>	<b>505</b>	<b>435</b>
24	342052	N	091646	S	3866.00	760	645
30	<b>342007</b>	<b>N</b>	<b>089346</b>	<b>S</b>	<b>6325.00</b>	<b>1395</b>	<b>1150</b>
36			062844	N	9928.00		805
42			096375	S	16080.00		2680
48			<b>096382</b>	<b>S</b>	<b>22170.00</b>		<b>3695</b>

**90° (1/4) LONG RADIUS BEND FLANGED**

3	342274	N	089568	S	143.00	32	30
4	<b>286257</b>	<b>S</b>	<b>089575</b>	<b>S</b>	<b>225.00</b>	<b>50</b>	<b>50</b>
6	275152	S	089582	S	389.00	80	80
8	<b>275176</b>	<b>N</b>	<b>089599</b>	<b>S</b>	<b>647.00</b>	<b>154</b>	<b>140</b>
10	300199	S	089544	S	914.00	230	215
12	<b>342281</b>	<b>N</b>	<b>089551</b>	<b>S</b>	<b>1381.00</b>	<b>325</b>	<b>325</b>
14	286264	N	091417	S	1733.00	450	385
16	<b>342380</b>	<b>N</b>	<b>091424</b>	<b>S</b>	<b>2273.00</b>	<b>730</b>	<b>505</b>

**90° (1/4) LONG RADIUS BASE BEND FLANGED**

3	341314	N			195.00	35	
4	<b>341031</b>	<b>S</b>			<b>270.00</b>	<b>60</b>	
6	341017	N			391.00	92	
8	<b>286271</b>	<b>S</b>			<b>850.00</b>	<b>200</b>	
10	317203	N	089469	S	1169.00	275	420
12	<b>341000</b>	<b>N</b>	<b>089476</b>	<b>S</b>	<b>1772.00</b>	<b>409</b>	<b>420</b>
14	275244	N			2610.00	580	
16	<b>340997</b>	<b>N</b>			<b>3870.00</b>	<b>860</b>	

**WYE FLANGED (Not included in AWWA C110)**

3	342373	N	091257	S	214.00	49	45
4x3	<b>342366</b>	<b>N</b>	<b>091295</b>	<b>S</b>	<b>293.00</b>	<b>68</b>	<b>65</b>
4	342359	N	091271	S	345.00	76	75
6x4	<b>342342</b>	<b>N</b>	<b>091325</b>	<b>S</b>	<b>489.00</b>	<b>106</b>	<b>115</b>
6	275930	N	091318	S	525.00	119	120
8x4	<b>342335</b>	<b>N</b>	<b>091349</b>	<b>S</b>	<b>765.00</b>	<b>153</b>	<b>180</b>
8x6	342328	N	091356	S	768.00	188	189
8	<b>286332</b>	<b>N</b>	<b>091332</b>	<b>S</b>	<b>862.00</b>	<b>201</b>	<b>200</b>
10x4	342397	N	091097	S	1105.00	232	260
10x6	<b>342403</b>	<b>N</b>	<b>091110</b>	<b>S</b>	<b>1148.00</b>	<b>288</b>	<b>270</b>
10x8	342410	N	091134	S	1254.00	333	295
10	<b>317197</b>	<b>N</b>	<b>091080</b>	<b>S</b>	<b>1359.00</b>	<b>349</b>	<b>335</b>
12x4	342427	N	091196	S	1615.00	355	380

S = From Stock to 2 weeks • N = Non-Stock; Check for availability.

**FLANGED C110 PRIME COATED****Tyler Union C110 Flanged Fittings/Prime Out, CL & Seal In****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>WYE FLANGED (Not included in AWWA C110) (Cont)</b>							
<b>12x6</b>	<b>342434</b>	<b>N</b>	<b>091219</b>	<b>S</b>	<b>1679.00</b>	<b>370</b>	<b>395</b>
12x8	342441	N	091233	S	1785.00	395	420
<b>12x10</b>	<b>300175</b>	<b>N</b>	<b>091172</b>	<b>S</b>	<b>1934.00</b>	<b>420</b>	<b>455</b>
12	342458	N	091158	S	2043.00	460	515
<b>14x6</b>	<b>342465</b>	<b>N</b>	<b>092933</b>	<b>S</b>	<b>2340.00</b>	<b>604</b>	<b>520</b>
14x8	342472	N	092940	S	2453.00	638	545
<b>14x10</b>	<b>286349</b>	<b>N</b>	<b>092919</b>	<b>S</b>	<b>2363.00</b>	<b>555</b>	<b>525</b>
14x12	342496	N	092926	S	2790.00	600	620
<b>14</b>	<b>342489</b>	<b>N</b>	<b>092902</b>	<b>S</b>	<b>2723.00</b>	<b>740</b>	<b>605</b>
16x6	342502	N	092995	S	2790.00	655	620
<b>16x8</b>	<b>342311</b>	<b>N</b>	<b>093008</b>	<b>S</b>	<b>3195.00</b>	<b>680</b>	<b>710</b>
16x10	342519	N	092964	S	3330.00	715	740
<b>16x12</b>	<b>275985</b>	<b>N</b>	<b>092971</b>	<b>S</b>	<b>3218.00</b>	<b>755</b>	<b>715</b>
16x14	342526	N	092988	S	3735.00	800	830
<b>16</b>	<b>342533</b>	<b>N</b>	<b>092957</b>	<b>S</b>	<b>3623.00</b>	<b>850</b>	<b>805</b>
18x8	342540	N	093060	S	3125.00	820	625
<b>18x10</b>	<b>342557</b>	<b>N</b>	<b>093022</b>	<b>S</b>	<b>4425.00</b>	<b>855</b>	<b>885</b>
18x12	342564	N	093039	S	4650.00	895	930
<b>18x14</b>	<b>275992</b>	<b>N</b>	<b>093046</b>	<b>S</b>	<b>4875.00</b>	<b>940</b>	<b>975</b>
18x16	342571	N	093053	S	5125.00	990	1025
<b>18</b>	<b>342588</b>	<b>N</b>	<b>093015</b>	<b>S</b>	<b>4900.00</b>	<b>1035</b>	<b>980</b>
20x10	343790	N	093084	S	4025.00	1095	805
<b>20x12</b>	<b>343806</b>	<b>N</b>	<b>093091</b>	<b>S</b>	<b>5550.00</b>	<b>1130</b>	<b>1110</b>
20x14	343813	N	093107	S	6075.00	1170	1215
20x16	343820	N	093114	S	6350.00	1220	1270
<b>20</b>	<b>342793</b>	<b>N</b>	<b>093077</b>	<b>S</b>	<b>6325.00</b>	<b>1345</b>	<b>1265</b>
24	373346	N	093121	S	10954.00	2020	1905

**TEE FLANGED**

2*	382942	N	090823	S	130.00	20	20
<b>3x2*</b>	<b>333630</b>	<b>N</b>	<b>090847</b>	<b>S</b>	<b>166.00</b>	<b>34</b>	<b>35</b>
3	275466	S	090830	S	194.00	42	40
<b>4x3x3*</b>	<b>343783</b>	<b>N</b>			<b>252.00</b>	<b>53</b>	
4x2	286912	S	090861	S	225.00	50	50
<b>4x3</b>	<b>275497</b>	<b>S</b>	<b>090878</b>	<b>S</b>	<b>270.00</b>	<b>54</b>	<b>60</b>
4x4x6*	275862	N			405.00	90	
<b>4</b>	<b>275510</b>	<b>S</b>	<b>090854</b>	<b>S</b>	<b>293.00</b>	<b>66</b>	<b>65</b>
6x4x4*	275831	N	090922	S	383.00	85	85
<b>6x4x6*</b>	<b>286318</b>	<b>N</b>	<b>090939</b>	<b>S</b>	<b>383.00</b>	<b>90</b>	<b>90</b>
6x6x8*	275886	N	090946	S	604.00	140	140
<b>6x2</b>	<b>342786</b>	<b>N</b>	<b>090892</b>	<b>S</b>	<b>328.00</b>	<b>85</b>	<b>85</b>
6x3	286851	S	090908	S	361.00	86	85
<b>6x4</b>	<b>275558</b>	<b>S</b>	<b>090915</b>	<b>S</b>	<b>383.00</b>	<b>90</b>	<b>90</b>
6	275572	S	090885	S	440.00	95	95
<b>8x6x4*</b>	<b>342779</b>	<b>N</b>	<b>090991</b>	<b>S</b>	<b>531.00</b>	<b>130</b>	<b>125</b>
8x6x6*	342762	N	091004	S	574.00	148	135
<b>8x6x8*</b>	<b>342755</b>	<b>N</b>	<b>091011</b>	<b>S</b>	<b>616.00</b>	<b>154</b>	<b>145</b>
8x8x10*	343837	N	091028	S	1105.00	260	260
<b>8x8x12*</b>	<b>343844</b>	<b>N</b>			<b>1177.00</b>	<b>310</b>	
8x3	286288	N	090960	S	548.00	128	129
<b>8x4</b>	<b>275602</b>	<b>S</b>	<b>090977</b>	<b>S</b>	<b>595.00</b>	<b>140</b>	<b>140</b>

**FLANGED C110 PRIME COATED****LP-5091 Tyler Union C110 Flanged Fittings/Prime Out, CL & Seal In**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>TEE FLANGED (Cont)</b>							
8x6	275626	S	090984	S	637.00	147	145
<b>8</b>	<b>275640</b>	<b>S</b>	<b>090953</b>	<b>S</b>	<b>736.00</b>	<b>168</b>	<b>155</b>
10x6x6	147992	N			1180.00	278	
<b>10x6x10*</b>	<b>343851</b>	<b>N</b>			<b>1308.00</b>	<b>308</b>	
10x8x6*	343868	N			1265.00	280	
<b>10x8x8*</b>	<b>343875</b>	<b>N</b>			<b>1182.00</b>	<b>295</b>	
10x8x10*	343882	N			1288.00	303	
<b>10x4</b>	<b>287377</b>	<b>S</b>	<b>090731</b>	<b>S</b>	<b>866.00</b>	<b>215</b>	<b>205</b>
10x6	286295	S	090748	S	899.00	216	215
<b>10x8</b>	<b>286813</b>	<b>S</b>	<b>090762</b>	<b>S</b>	<b>946.00</b>	<b>233</b>	<b>225</b>
10	275695	S	090724	S	1100.00	270	270
<b>10x10x12*</b>	<b>343899</b>	<b>N</b>			<b>1432.00</b>	<b>337</b>	
12x6x6*	343905	N			1469.00	346	
<b>12x6x8*</b>	<b>343912</b>	<b>N</b>			<b>1537.00</b>	<b>362</b>	
12x8x6*	343929	N			1509.00	355	
<b>12x8x8*</b>	<b>342748</b>	<b>N</b>			<b>1594.00</b>	<b>375</b>	
12x8x12*	343769	N			1785.00	420	
<b>12x10x6*</b>	<b>343776</b>	<b>N</b>			<b>1658.00</b>	<b>390</b>	
12x10x8*	342663	N			1700.00	400	
<b>12x10x10*</b>	<b>275855</b>	<b>N</b>			<b>1785.00</b>	<b>420</b>	
12x10x12*	342670	N			1870.00	440	
12x4	286783	S	090793	S	1218.00	301	290
<b>12x6</b>	<b>275725</b>	<b>S</b>	<b>090809</b>	<b>S</b>	<b>1237.00</b>	<b>295</b>	<b>295</b>
12x8	275749	S	090816	S	1302.00	331	310
<b>12x10</b>	<b>342687</b>	<b>S</b>	<b>090786</b>	<b>S</b>	<b>1471.00</b>	<b>355</b>	<b>360</b>
12	275770	S	090779	S	1569.00	385	385
<b>14x4</b>	<b>342694</b>	<b>N</b>			<b>1823.00</b>	<b>405</b>	
14x6	342700	N	092575	S	1688.00	530	375
<b>14x8</b>	<b>286790</b>	<b>N</b>	<b>092582</b>	<b>S</b>	<b>1755.00</b>	<b>435</b>	<b>390</b>
14x10	342717	N	092551	S	1800.00	550	400
<b>14x12</b>	<b>342724</b>	<b>N</b>	<b>092568</b>	<b>S</b>	<b>1913.00</b>	<b>470</b>	<b>425</b>
14	342731	S	092544	S	2250.00	602	435
<b>16x4</b>	<b>343752</b>	<b>N</b>			<b>2250.00</b>	<b>500</b>	
16x6	342656	N	092643	S	2083.00	540	475
<b>16x8</b>	<b>327462</b>	<b>N</b>	<b>092650</b>	<b>S</b>	<b>2133.00</b>	<b>620</b>	<b>475</b>
16x10	343707	N	092605	S	2242.00	565	495
<b>16x12</b>	<b>332633</b>	<b>S</b>	<b>092629</b>	<b>S</b>	<b>2302.00</b>	<b>634</b>	<b>520</b>
16x14	343714	N	092636	S	2385.00	610	530
<b>16</b>	<b>318675</b>	<b>S</b>	<b>092599</b>	<b>S</b>	<b>2490.00</b>	<b>675</b>	<b>550</b>
18x6	343721	N	092711	S	2403.00	560	480
<b>18x8</b>	<b>343738</b>	<b>N</b>	<b>092728</b>	<b>S</b>	<b>2475.00</b>	<b>570</b>	<b>495</b>
18x10	343745	N	092674	S	2550.00	585	510
<b>18x12</b>	<b>328872</b>	<b>N</b>	<b>092681</b>	<b>S</b>	<b>2668.00</b>	<b>605</b>	<b>535</b>
18x14	342632	N	092698	S	3100.00	740	630
<b>18x16</b>	<b>316701</b>	<b>N</b>	<b>092704</b>	<b>S</b>	<b>3250.00</b>	<b>760</b>	<b>650</b>
18	342649	S	092667	S	3318.00	785	665
<b>20x6</b>	<b>343424</b>	<b>N</b>	<b>092797</b>	<b>S</b>	<b>3050.00</b>	<b>710</b>	<b>610</b>
20x8	343448	N	092803	S	3100.00	720	620
<b>20x10</b>	<b>343431</b>	<b>N</b>	<b>092742</b>	<b>S</b>	<b>3175.00</b>	<b>735</b>	<b>635</b>
20x12	343684	N	092759	S	3300.00	755	660
<b>20x14</b>	<b>343677</b>	<b>N</b>	<b>092766</b>	<b>S</b>	<b>3325.00</b>	<b>770</b>	<b>665</b>

S = From Stock to 2 weeks • N = Non-Stock; Check for availability.

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

131

Confidential

McWane-014372

CX 2358-131

**FLANGED C110 PRIME COATED****Tyler Union C110 Flanged Fittings/Prime Out, CL & Seal In****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>TEE FLANGED (Cont)</b>							
20x16	275800	N	092773	S	4050.00	950	810
<b>20x18</b>	<b>382683</b>	<b>N</b>	<b>092780</b>	<b>S</b>	<b>4100.00</b>	<b>965</b>	<b>820</b>
20	343660	N	092735	S	4266.00	1005	1005
<b>24x6</b>	<b>343691</b>	<b>N</b>	<b>092889</b>	<b>S</b>	<b>4893.00</b>	<b>1000</b>	<b>845</b>
24x8	342625	N	092896	S	4945.00	1010	860
<b>24x10</b>	<b>343417</b>	<b>N</b>	<b>092827</b>	<b>S</b>	<b>5060.00</b>	<b>1020</b>	<b>880</b>
24x12	342618	N	092834	S	5121.00	1125	890
<b>24x14</b>	<b>316718</b>	<b>N</b>	<b>092841</b>	<b>S</b>	<b>5134.00</b>	<b>1050</b>	<b>900</b>
24x16	343400	N	092858	S	5248.00	1070	915
<b>24x18</b>	<b>316879</b>	<b>N</b>	<b>092865</b>	<b>S</b>	<b>6889.00</b>	<b>1534</b>	<b>1220</b>
24x20	344926	N	092872	S	7216.00	1510	1255
<b>24</b>	<b>342601</b>	<b>S</b>	<b>092810</b>	<b>S</b>	<b>7657.00</b>	<b>1685</b>	<b>1330</b>
30x6	343356	N			9488.00	1725	
<b>30x12</b>	<b>343363</b>	<b>S</b>	<b>089438</b>	<b>S</b>	<b>7832.00</b>	<b>1780</b>	<b>1490</b>
30x18	343370	N	089445	S	8333.00	1815	1515
<b>30x24</b>	<b>343394</b>	<b>N</b>	<b>089452</b>	<b>S</b>	<b>11138.00</b>	<b>2475</b>	<b>2025</b>
30	342595	S	089421	S	11834.00	2615	2160
<b>36x24</b>			<b>096399</b>	<b>S</b>	<b>12403.00</b>		<b>2255</b>
36x30			096405	S	16500.00		3000
36	451570	N	096412	S	17291.00	3165	3160
<b>42x24</b>			<b>096429</b>	<b>S</b>	<b>19470.00</b>		<b>3245</b>
42x30			096436	S	24750.00		4125
<b>42x36</b>			<b>096443</b>	<b>S</b>	<b>32160.00</b>		<b>5360</b>
42			096450	S	33480.00		5580
<b>48x24</b>			<b>096467</b>	<b>S</b>	<b>26310.00</b>		<b>4385</b>
48x30			096474	S	26730.00		4455
<b>48x36</b>			<b>096481</b>	<b>S</b>	<b>33330.00</b>		<b>5555</b>
48x42			096498	S	43170.00		7195
<b>48</b>			<b>096504</b>	<b>S</b>	<b>44310.00</b>		<b>7385</b>

**BASE TEE FLANGED**

3	340980	N	090687	S	214.00	50	45
<b>4</b>	<b>340973</b>	<b>N</b>	<b>090694</b>	<b>S</b>	<b>338.00</b>	<b>70</b>	<b>75</b>
6	340966	N	090700	S	468.00	115	110
<b>8</b>	<b>275909</b>	<b>N</b>	<b>090717</b>	<b>S</b>	<b>786.00</b>	<b>155</b>	<b>185</b>
10	341185	N	090663	S	1275.00	315	300
<b>12</b>	<b>340959</b>	<b>N</b>	<b>090670</b>	<b>S</b>	<b>1828.00</b>	<b>450</b>	<b>430</b>
14	341192	N	092490	S	2183.00	550	485
<b>16</b>	<b>341116</b>	<b>N</b>	<b>092506</b>	<b>S</b>	<b>2700.00</b>	<b>685</b>	<b>600</b>
18	341536	N	092513	S	3700.00	855	740
<b>20</b>	<b>341512</b>	<b>N</b>	<b>092520</b>	<b>S</b>	<b>4650.00</b>	<b>1125</b>	<b>930</b>
24	341161	N	092537	S	8108.00	1715	1410

**FLANGED C110 PRIME COATED****LP-5091 Tyler Union C110 Flanged Fittings/Prime Out, CL & Seal In**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>CROSS FLANGED</b>							
3	343936	N	090182	S	238.00	51	50
<b>4x3</b>	<b>343943</b>	<b>N</b>	<b>090205</b>	<b>S</b>	<b>315.00</b>	<b>76</b>	<b>70</b>
4	276029	S	090199	S	392.00	80	80
<b>6x3</b>	<b>342847</b>	<b>N</b>	<b>090229</b>	<b>S</b>	<b>404.00</b>	<b>95</b>	<b>95</b>
6x4	342830	N	090236	S	468.00	112	110
<b>6</b>	<b>287025</b>	<b>N</b>	<b>090212</b>	<b>S</b>	<b>603.00</b>	<b>125</b>	<b>120</b>
8x3	344148	N			595.00	140	
<b>8x4</b>	<b>317180</b>	<b>N</b>	<b>090250</b>	<b>S</b>	<b>659.00</b>	<b>155</b>	<b>155</b>
8x6	332695	N	090267	S	701.00	165	165
<b>8</b>	<b>276074</b>	<b>N</b>	<b>090243</b>	<b>S</b>	<b>904.00</b>	<b>203</b>	<b>195</b>
10x4	344131	N	090106	S	935.00	220	220
<b>10x6</b>	<b>286387</b>	<b>N</b>	<b>090113</b>	<b>S</b>	<b>1020.00</b>	<b>242</b>	<b>240</b>
10x8	344124	N	090120	S	1126.00	265	265
<b>10</b>	<b>286622</b>	<b>N</b>	<b>090090</b>	<b>S</b>	<b>1403.00</b>	<b>333</b>	<b>330</b>
12x4	342823	N	090151	S	1318.00	310	310
<b>12x6</b>	<b>344117</b>	<b>N</b>	<b>090168</b>	<b>S</b>	<b>1360.00</b>	<b>326</b>	<b>320</b>
12x8	276081	N	090175	S	1471.00	351	345
<b>12x10</b>	<b>286608</b>	<b>N</b>	<b>090144</b>	<b>S</b>	<b>1764.00</b>	<b>415</b>	<b>415</b>
12	276098	N	090137	S	1949.00	460	460
14x6	344100	N	091714	S	1800.00	450	400
<b>14x8</b>	<b>342816</b>	<b>N</b>	<b>091721</b>	<b>S</b>	<b>1913.00</b>	<b>475</b>	<b>425</b>
14x12	342809	N	091707	S	2273.00	555	505
<b>14</b>	<b>328865</b>	<b>N</b>	<b>091691</b>	<b>S</b>	<b>2385.00</b>	<b>712</b>	<b>530</b>
16x6	344094	N	091769	S	2205.00	565	490
<b>16x8</b>	<b>345107</b>	<b>N</b>	<b>091776</b>	<b>S</b>	<b>2340.00</b>	<b>713</b>	<b>520</b>
16x10	344087	N	091745	S	2498.00	748	555
<b>16x12</b>	<b>344070</b>	<b>N</b>	<b>091752</b>	<b>S</b>	<b>2723.00</b>	<b>818</b>	<b>605</b>
16	332664	N	091738	S	2993.00	806	665
<b>18x12</b>	<b>344063</b>	<b>N</b>	<b>091790</b>	<b>S</b>	<b>3050.00</b>	<b>706</b>	<b>610</b>
18	344056	N	091783	S	3975.00	915	795
<b>20x12</b>	<b>344049</b>	<b>N</b>	<b>091813</b>	<b>S</b>	<b>3675.00</b>	<b>820</b>	<b>735</b>
20x16	344032	N	091820	S	4575.00	1065	915
<b>20</b>	<b>344025</b>	<b>N</b>	<b>091806</b>	<b>S</b>	<b>5075.00</b>	<b>1175</b>	<b>1015</b>
24x12	344018	N	091844	S	5040.00	1100	960
<b>24x14</b>	<b>343950</b>	<b>N</b>	<b>091851</b>	<b>S</b>	<b>5119.00</b>	<b>1125</b>	<b>975</b>
24x16	343967	N	091868	S	5303.00	1160	1010
<b>24x20</b>	<b>343974</b>	<b>N</b>	<b>091875</b>	<b>S</b>	<b>7508.00</b>	<b>1695</b>	<b>1430</b>
24	343981	N	091837	S	8243.00	1850	1570
<b>30x24</b>	<b>343998</b>	<b>N</b>	<b>089384</b>	<b>S</b>	<b>12348.00</b>	<b>2695</b>	<b>2245</b>
30	344001	N	089377	S	13750.00	2980	2500

S = From Stock to 2 weeks • N = Non-Stock; Check for availability.

**FLANGED C110 PRIME COATED****Tyler Union C110 Flanged Fittings/Prime Out, CL & Seal In****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>ECCENTRIC REDUCER FLANGED</b>							
4x3	276326	N	090557	S	135.00	30	30
<b>6x3</b>	<b>286950</b>	<b>S</b>	<b>090564</b>	<b>S</b>	<b>170.00</b>	<b>45</b>	<b>40</b>
6x4	286455	S	090571	S	191.00	52	45
<b>8x4</b>	<b>276364</b>	<b>N</b>	<b>090588</b>	<b>S</b>	<b>310.00</b>	<b>70</b>	<b>73</b>
8x6	276388	S	090595	S	319.00	80	75
<b>10x6</b>	<b>276401</b>	<b>N</b>	<b>090502</b>	<b>S</b>	<b>395.00</b>	<b>98</b>	<b>93</b>
10x8	344896	N	090519	S	451.00	123	106
12x4	449775	N			531.00	125	
<b>12x6</b>	<b>276425</b>	<b>N</b>	<b>090533</b>	<b>S</b>	<b>553.00</b>	<b>135</b>	<b>130</b>
12x8	276432	N	090540	S	616.00	149	145
<b>12x10</b>	<b>344889</b>	<b>S</b>	<b>090526</b>	<b>S</b>	<b>723.00</b>	<b>170</b>	<b>170</b>
16x6	344872	N	092322	S	855.00	245	190
<b>16x8</b>	<b>286486</b>	<b>N</b>	<b>092339</b>	<b>S</b>	<b>945.00</b>	<b>230</b>	<b>210</b>
16x10	344865	N	092292	S	1058.00	255	235
<b>16x12</b>	<b>276470</b>	<b>N</b>	<b>092308</b>	<b>S</b>	<b>1193.00</b>	<b>332</b>	<b>265</b>
16x14	344858	N	092315	S	1260.00	377	280
<b>18x8</b>	<b>344841</b>	<b>S</b>	<b>092384</b>	<b>S</b>	<b>1200.00</b>	<b>310</b>	<b>240</b>
18x10	344834	N	092346	S	1325.00	305	265
<b>18x12</b>	<b>276494</b>	<b>N</b>	<b>092353</b>	<b>S</b>	<b>1475.00</b>	<b>325</b>	<b>295</b>
18x14	344827	N	092360	S	1550.00	335	310
<b>18x16</b>	<b>344810</b>	<b>N</b>	<b>092377</b>	<b>S</b>	<b>1700.00</b>	<b>335</b>	<b>340</b>
20x10	344803	N	092391	S	1550.00	350	310
<b>20x12</b>	<b>344957</b>	<b>N</b>	<b>092407</b>	<b>S</b>	<b>1725.00</b>	<b>370</b>	<b>345</b>
20x14	344797	N	092414	S	1765.00	402	355
20x16	344780	N	092421	S	1950.00	449	390
<b>20x18</b>	<b>344773</b>	<b>N</b>	<b>092438</b>	<b>S</b>	<b>2050.00</b>	<b>455</b>	<b>410</b>
24x12	344766	N	092445	S	2760.00	601	480
<b>24x14</b>	<b>343592</b>	<b>N</b>	<b>092452</b>	<b>S</b>	<b>2818.00</b>	<b>570</b>	<b>490</b>
24x16	343608	N	092469	S	3019.00	614	525
<b>24x18</b>	<b>344759</b>	<b>N</b>	<b>092476</b>	<b>S</b>	<b>3163.00</b>	<b>638</b>	<b>550</b>
24x20	344742	N	092483	S	3393.00	637	590
<b>42x24</b>			<b>096511</b>	<b>S</b>	<b>10920.00</b>		<b>1810</b>
42x30			096528	S	12360.00		2060
<b>42x36</b>			<b>096535</b>	<b>S</b>	<b>14070.00</b>		<b>2345</b>
48x30			096542	S	15690.00		2615
<b>48x36</b>			<b>096559</b>	<b>S</b>	<b>17640.00</b>		<b>2940</b>
48x42			096566	S	19920.00		3320

S - From Stock to 2 weeks • N - Non-Stock; Check for availability.

**FLANGED C110 PRIME COATED****LP-5091 Tyler Union C110 Flanged Fittings/Prime Out, CL & Seal In**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>CONCENTRIC REDUCER FLANGED</b>							
3x2	286899	S	090403	S	76.00	16	16
<b>4x2</b>	<b>286905</b>	<b>S</b>	<b>090410</b>	<b>S</b>	<b>113.00</b>	<b>25</b>	<b>25</b>
4x3	276135	S	090427	S	139.00	30	30
<b>6x2</b>	<b>276159</b>	<b>S</b>	<b>090434</b>	<b>S</b>	<b>149.00</b>	<b>36</b>	<b>35</b>
6x3	276173	S	090441	S	170.00	40	40
<b>6x4</b>	<b>276197</b>	<b>S</b>	<b>090458</b>	<b>S</b>	<b>206.00</b>	<b>45</b>	<b>45</b>
6x5	276210	N	090465	S	217.00	56	51
<b>8x3</b>	<b>344902</b>	<b>N</b>			<b>258.00</b>	<b>61</b>	
8x4	286417	S	090472	S	309.00	65	65
<b>8x5</b>	<b>343585</b>	<b>N</b>	<b>090489</b>	<b>S</b>	<b>298.00</b>	<b>78</b>	<b>70</b>
8x6	276241	S	090496	S	337.00	76	75
<b>10x4</b>	<b>317210</b>	<b>N</b>	<b>090335</b>	<b>S</b>	<b>361.00</b>	<b>98</b>	<b>85</b>
10x6	286424	S	090342	S	433.00	94	90
<b>10x8</b>	<b>286431</b>	<b>S</b>	<b>090359</b>	<b>S</b>	<b>540.00</b>	<b>110</b>	<b>110</b>
12x4	344650	N	090373	S	527.00	119	124
<b>12x6</b>	<b>276265</b>	<b>S</b>	<b>090380</b>	<b>S</b>	<b>628.00</b>	<b>130</b>	<b>130</b>
12x8	298311	S	090397	S	703.00	145	145
<b>12x10</b>	<b>276296</b>	<b>S</b>	<b>090366</b>	<b>S</b>	<b>796.00</b>	<b>178</b>	<b>170</b>
14x6	344667	N	091950	S	698.00	165	155
<b>14x8</b>	<b>344674</b>	<b>N</b>	<b>091967</b>	<b>S</b>	<b>788.00</b>	<b>185</b>	<b>175</b>
14x10	286448	N	091936	S	878.00	205	190
<b>14x12</b>	<b>327455</b>	<b>N</b>	<b>091943</b>	<b>S</b>	<b>997.00</b>	<b>294</b>	<b>220</b>
16x6	344681	N	092001	S	855.00	245	190
<b>16x8</b>	<b>332640</b>	<b>N</b>	<b>092018</b>	<b>S</b>	<b>952.00</b>	<b>230</b>	<b>210</b>
16x10	344698	N	091974	S	1071.00	255	235
<b>16x12</b>	<b>332657</b>	<b>S</b>	<b>091981</b>	<b>S</b>	<b>1218.00</b>	<b>285</b>	<b>265</b>
16x14	344704	N	091998	S	1260.00	377	280
<b>18x8</b>	<b>344711</b>	<b>N</b>	<b>092094</b>	<b>S</b>	<b>1200.00</b>	<b>265</b>	<b>240</b>
18x10	343578	N	092025	S	1325.00	290	265
<b>18x12</b>	<b>344629</b>	<b>N</b>	<b>092032</b>	<b>S</b>	<b>1477.00</b>	<b>320</b>	<b>295</b>
18x14	343561	N	092056	S	1525.00	350	305
18x16	316862	N	092070	S	1709.00	405	340
<b>20x10</b>	<b>343554</b>	<b>N</b>	<b>092117</b>	<b>S</b>	<b>1550.00</b>	<b>418</b>	<b>310</b>
20x12	344612	N	092131	S	1819.00	465	345
<b>20x14</b>	<b>276319</b>	<b>N</b>	<b>092155</b>	<b>S</b>	<b>1775.00</b>	<b>430</b>	<b>355</b>
20x16	344599	N	092179	S	1951.00	445	390
<b>20x18</b>	<b>344605</b>	<b>N</b>	<b>092193</b>	<b>S</b>	<b>2050.00</b>	<b>470</b>	<b>410</b>
24x12	343547	N	092216	S	2935.00	608	480
<b>24x14</b>	<b>343530</b>	<b>N</b>	<b>092230</b>	<b>S</b>	<b>2928.00</b>	<b>565</b>	<b>490</b>
24x16	343523	N	092254	S	3061.00	610	525
<b>24x18</b>	<b>343516</b>	<b>N</b>	<b>092278</b>	<b>S</b>	<b>3163.00</b>	<b>645</b>	<b>550</b>
24x20	343509	N	092285	S	3410.00	756	590
<b>30x16</b>	<b>344582</b>	<b>N</b>	<b>113799</b>	<b>N</b>	<b>5198.00</b>	<b>945</b>	<b>790</b>
30x18	344575	N	089391	S	4455.00	970	810
<b>30x20</b>	<b>344568</b>	<b>N</b>	<b>089407</b>	<b>S</b>	<b>4785.00</b>	<b>1144</b>	<b>870</b>
30x24	344551	N	089414	S	5335.00	1155	970
36x24				N	7398.00		1345
36x30			107316	N	8553.00		1555
<b>42x24</b>			<b>096573</b>	<b>S</b>	<b>10920.00</b>		<b>1820</b>
42x30			096580	S	12360.00		2060
<b>42x36</b>			<b>096597</b>	<b>S</b>	<b>14070.00</b>		<b>2345</b>
48x30			096603	S	15750.00		2625
<b>48x36</b>			<b>096610</b>	<b>S</b>	<b>17700.00</b>		<b>2950</b>
48x42			096627	S	19920.00		3320

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

135

Confidential

McWane-014376

CX 2358-135

**FLANGED C110 PRIME COATED****Tyler Union C110 Flanged Fittings/Prime Out, CL & Seal In****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>STANDARD BLIND FLANGES</b>							
3	286523	S		N	43.00	9	9
4	<b>276579</b>	<b>S</b>		<b>N</b>	<b>68.00</b>	<b>13</b>	<b>15</b>
6	285335	S	449720	S	119.00	22	20
8	<b>285328</b>	<b>S</b>		<b>N</b>	<b>191.00</b>	<b>38</b>	<b>45</b>
10	286530	N	452294	S	242.00	55	55
12	<b>276586</b>	<b>S</b>		<b>N</b>	<b>310.00</b>	<b>73</b>	<b>73</b>
14	286882	N		N	495.00	110	110
16	<b>287018</b>	<b>S</b>		<b>N</b>	<b>743.00</b>	<b>165</b>	<b>165</b>
18	119845	S		N	835.00	167	167
20	<b>286547</b>	<b>N</b>		<b>N</b>	<b>1070.00</b>	<b>214</b>	<b>214</b>
24	297109	N		N	1591.00	303	303
30	<b>376286</b>	<b>N</b>	<b>093138</b>	<b>N</b>	<b>3190.00</b>	<b>580</b>	<b>580</b>
36			111702	N	4345.00		790
42				N	7050.00		1175
48			<b>107156</b>	<b>N</b>	<b>9510.00</b>		<b>1585</b>

**BLIND FLANGE TAPPED (2-inch Only) See Note**

3	286554	S		N	83.00	9	9
4	<b>287988</b>	<b>S</b>	<b>451617</b>	<b>S</b>	<b>108.00</b>	<b>13</b>	<b>15</b>
6	276647	S	451631	S	159.00	22	20
8	<b>286561</b>	<b>S</b>	<b>451686</b>	<b>S</b>	<b>231.00</b>	<b>38</b>	<b>45</b>
10	298052	N		N	282.00	55	55
12	<b>286578</b>	<b>N</b>		<b>N</b>	<b>350.00</b>	<b>73</b>	<b>73</b>
14	286639	N		N	535.00	110	110
16	<b>376279</b>	<b>N</b>		<b>N</b>	<b>783.00</b>	<b>165</b>	<b>165</b>
18	376309	N		N	875.00	167	167
20	<b>376316</b>	<b>N</b>		<b>N</b>	<b>1110.00</b>	<b>214</b>	<b>214</b>
24	376323	N		N	1671.00	303	303
30	<b>376293</b>	<b>N</b>		<b>N</b>	<b>3290.00</b>	<b>580</b>	<b>580</b>
36				N	4445.00		790
42				<b>N</b>	<b>7250.00</b>		<b>1175</b>
48				N	9710.00		1585

**COMPANION FLANGE REDUCER FOR DI**

4x3	451501	S			68.00	16	
6x4	<b>450115</b>	<b>N</b>			<b>106.00</b>	<b>25</b>	

**COMPANION FLANGE REDUCER FOR STEEL**

4x3	450337	S			77.00	16	
-----	--------	---	--	--	-------	----	--

**COMPANION FLANGES FOR DI**

8	451709	S			145.00	35	
10	451198	N			148.00	33	
16	<b>454571</b>	<b>N</b>			<b>405.00</b>	<b>86</b>	

**COMPANION FLANGES FOR STEEL**

2	450306	N			39.00	6	
3	<b>450160</b>	<b>N</b>			<b>33.00</b>	<b>7</b>	
4	451020	S			54.00	12	
6	<b>451624</b>	<b>S</b>			<b>72.00</b>	<b>17</b>	
8	454847	S			119.00	28	
12	<b>450191</b>	<b>N</b>			<b>259.00</b>	<b>61</b>	

**FLANGED C110 PRIME COATED****LP-5091 Tyler Union C110 Flanged Fittings/Prime Out, CL & Seal In**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**FLANGE SLUDGE SHOE**

3	344544	N	090625	S	119.00	28	25
4	<b>344537</b>	<b>N</b>	<b>090632</b>	<b>S</b>	<b>158.00</b>	<b>35</b>	<b>35</b>
6	332824	N	090649	S	191.00	45	45
8	<b>343493</b>	<b>N</b>	<b>090656</b>	<b>S</b>	<b>276.00</b>	<b>65</b>	<b>65</b>
10	344636	N	090601	S	361.00	88	85
12	<b>344643</b>	<b>N</b>	<b>090618</b>	<b>S</b>	<b>510.00</b>	<b>120</b>	<b>120</b>

**FLANGE TRUE WYE**

4x4x4	286356	N	091035	S	248.00	49	55
<b>6x4x4</b>	<b>332718</b>	<b>N</b>	<b>091059</b>	<b>S</b>	<b>255.00</b>	<b>75</b>	<b>60</b>
6x6x6	343486	N	091042	S	361.00	84	85
<b>8x6x6</b>	<b>344513</b>	<b>N</b>	<b>091073</b>	<b>S</b>	<b>425.00</b>	<b>134</b>	<b>100</b>
8x8x8	344520	N	091066	S	595.00	144	140

**FLANGExFLARE 90° ELL**

3	272595	N	089872	S	143.00	25	30
4	<b>333517</b>	<b>N</b>	<b>089940</b>	<b>S</b>	<b>203.00</b>	<b>40</b>	<b>45</b>
6	343479	N	090007	S	298.00	70	75
8	<b>275275</b>	<b>N</b>	<b>090069</b>	<b>S</b>	<b>510.00</b>	<b>118</b>	<b>120</b>
10	300182	N	089643	S	829.00	175	195
12	<b>332671</b>	<b>N</b>	<b>089711</b>	<b>S</b>	<b>1169.00</b>	<b>245</b>	<b>275</b>
14	344940	N	091479	S	1530.00	450	340
16	<b>343462</b>	<b>N</b>	<b>091523</b>	<b>S</b>	<b>2070.00</b>	<b>700</b>	<b>460</b>
18	343455	N	091578	S	2800.00	685	560
20	<b>344506</b>	<b>N</b>	<b>091639</b>	<b>S</b>	<b>3500.00</b>	<b>860</b>	<b>700</b>
24	344490	N	091684	S	6325.00	1195	1100

**FLANGExFLARE PIECE**

3	318347	N	090298	S	95.00	20	20
4	<b>343639</b>	<b>N</b>	<b>090304</b>	<b>S</b>	<b>135.00</b>	<b>44</b>	<b>30</b>
6	343646	S	090311	S	170.00	44	40
8	<b>343653</b>	<b>N</b>	<b>090328</b>	<b>S</b>	<b>298.00</b>	<b>75</b>	<b>70</b>
10	276708	N	090274	S	404.00	108	95
12	<b>286585</b>	<b>S</b>	<b>090281</b>	<b>S</b>	<b>655.00</b>	<b>154</b>	<b>155</b>
14	318330	N	091882	S	743.00	190	165
16	<b>344728</b>	<b>N</b>	<b>091899</b>	<b>S</b>	<b>1080.00</b>	<b>294</b>	<b>240</b>
18	344735	N	091905	S	1270.00	355	275
20	<b>343622</b>	<b>N</b>	<b>091912</b>	<b>S</b>	<b>1775.00</b>	<b>465</b>	<b>355</b>
24	343615	N	091929	S	2760.00	635	480

NOTE - For Tapped Tees, Plugs and Caps Only: We stock 2" IPT Taps only. For all tap sizes other than 2" IPT up to a 4" maximum add \$250.00 to the list price shown for corresponding 2" tapped fitting. Special tapped fittings are non-cancellable and non-returnable. Contact CSR for details

S = From Stock to 2 weeks • N = Non-Stock; Check for availability.

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
 BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

137

Confidential

McWane-014378

CX 2358-137



**MJ C153 BARE****LP-5091 Tyler Union C153 Mechanical Joint Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>90° (1/4) MJ BEND</b>								
3	291671	S	050100	N	105.00	159.00	18	22
4	<b>291688</b>	<b>S</b>	<b>050193</b>	<b>N</b>	<b>108.00</b>	<b>172.00</b>	<b>25</b>	<b>24</b>
6	291695	S	050315	N	170.00	254.00	45	40
8	<b>291701</b>	<b>S</b>	<b>050438</b>	<b>N</b>	<b>251.00</b>	<b>347.00</b>	<b>63</b>	<b>59</b>
10	291718	S	049869	N	387.00	515.00	81	91
12	<b>291725</b>	<b>S</b>	<b>049982</b>	<b>N</b>	<b>514.00</b>	<b>658.00</b>	<b>114</b>	<b>121</b>
14	291732	S	055358	N	909.00	1125.00	231	202
16	<b>291749</b>	<b>S</b>	<b>055532</b>	<b>N</b>	<b>1148.00</b>	<b>1410.00</b>	<b>273</b>	<b>255</b>
18	291756	S	055778	N	1570.00	1948.00	411	314
20	<b>291763</b>	<b>S</b>	<b>055846</b>	<b>N</b>	<b>1905.00</b>	<b>2341.00</b>	<b>519</b>	<b>381</b>
24	291770	S	055884	N	3014.00	3594.00	683	574
30	<b>120209</b>	<b>N</b>	<b>049715</b>	<b>N</b>	<b>5115.00</b>	<b>6639.00</b>	<b>1139</b>	<b>930</b>
36	051237	N	049739	N	7975.00	9873.00	1450	1450
42			<b>096634</b>	<b>N</b>	<b>14286.00</b>	<b>17812.00</b>		<b>2381</b>
48			096641	N	19050.00	23886.00		3175

**45° (1/8) MJ BEND**

3	291893	S	050094	N	90.00	144.00	17	19
4	<b>291909</b>	<b>S</b>	<b>050186</b>	<b>N</b>	<b>90.00</b>	<b>154.00</b>	<b>22</b>	<b>20</b>
6	291916	S	050308	N	140.00	224.00	36	33
8	<b>287704</b>	<b>S</b>	<b>050421</b>	<b>N</b>	<b>200.00</b>	<b>296.00</b>	<b>55</b>	<b>47</b>
10	291923	S	049852	N	289.00	417.00	74	68
12	<b>291930</b>	<b>S</b>	<b>049975</b>	<b>N</b>	<b>425.00</b>	<b>569.00</b>	<b>101</b>	<b>100</b>
14	291947	S	055334	N	707.00	923.00	153	157
16	<b>291954</b>	<b>S</b>	<b>055525</b>	<b>N</b>	<b>882.00</b>	<b>1144.00</b>	<b>203</b>	<b>196</b>
18	291961	S	055754	N	1165.00	1543.00	292	233
20	<b>291978</b>	<b>S</b>	<b>055839</b>	<b>N</b>	<b>1375.00</b>	<b>1811.00</b>	<b>352</b>	<b>275</b>
24	291985	S	055877	N	1995.00	2575.00	463	380
30	<b>120230</b>	<b>N</b>	<b>049708</b>	<b>N</b>	<b>4290.00</b>	<b>5814.00</b>	<b>780</b>	<b>780</b>
36	029861	N	049722	N	6243.00	8141.00	1135	1135
42			<b>096658</b>	<b>N</b>	<b>10056.00</b>	<b>13582.00</b>		<b>1676</b>
48			096665	N	13176.00	18012.00		2196

**22½° (1/16) MJ BEND**

3	333098	N	050087	N	57.00	111.00	16	12
4	<b>292067</b>	<b>S</b>	<b>050179</b>	<b>N</b>	<b>86.00</b>	<b>150.00</b>	<b>20</b>	<b>19</b>
6	292074	S	050292	N	128.00	212.00	31	30
8	<b>287728</b>	<b>S</b>	<b>050414</b>	<b>N</b>	<b>196.00</b>	<b>292.00</b>	<b>46</b>	<b>46</b>
10	292081	S	049845	N	281.00	409.00	66	66
12	<b>292098</b>	<b>S</b>	<b>049968</b>	<b>N</b>	<b>370.00</b>	<b>514.00</b>	<b>80</b>	<b>87</b>
14	292104	N	055310	N	716.00	932.00	136	159
16	<b>292111</b>	<b>S</b>	<b>055518</b>	<b>N</b>	<b>846.00</b>	<b>1108.00</b>	<b>172</b>	<b>188</b>
18	292128	S	055730	N	1155.00	1533.00	286	231
20	<b>292135</b>	<b>S</b>	<b>055815</b>	<b>N</b>	<b>1460.00</b>	<b>1896.00</b>	<b>376</b>	<b>292</b>
24	292142	S	055860	N	1922.00	2502.00	512	366
30	<b>120261</b>	<b>N</b>	<b>049692</b>	<b>N</b>	<b>3658.00</b>	<b>5182.00</b>	<b>610</b>	<b>665</b>
36	062790	S	096672	N	5280.00	7178.00	960	960
42			<b>096689</b>	<b>N</b>	<b>8202.00</b>	<b>11728.00</b>		<b>1367</b>
48			096696	N	10806.00	15642.00		1801

**MJ C153 BARE****Tyler Union C153 Mechanical Joint Fittings/Bare Castings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>11 1/4° (1/32) MJ BEND</b>								
3	345619	N	050070	N	57.00	111.00	15	12
4	<b>292166</b>	<b>S</b>	<b>050162</b>	<b>N</b>	<b>77.00</b>	<b>141.00</b>	<b>19</b>	<b>17</b>
6	292173	S	050285	N	132.00	216.00	29	31
8	<b>287711</b>	<b>S</b>	<b>050407</b>	<b>N</b>	<b>179.00</b>	<b>275.00</b>	<b>43</b>	<b>42</b>
10	292180	S	049838	N	255.00	383.00	59	60
12	<b>292197</b>	<b>S</b>	<b>049951</b>	<b>N</b>	<b>327.00</b>	<b>471.00</b>	<b>77</b>	<b>77</b>
14	292203	N	055297	N	734.00	950.00	93	163
16	<b>292210</b>	<b>S</b>	<b>055495</b>	<b>N</b>	<b>846.00</b>	<b>1108.00</b>	<b>148</b>	<b>188</b>
18	292227	S	055716	N	1270.00	1648.00	283	254
20	<b>292234</b>	<b>N</b>	<b>055792</b>	<b>N</b>	<b>1285.00</b>	<b>1721.00</b>	<b>374</b>	<b>257</b>
24	292241	S	055853	N	1769.00	2349.00	457	337
30	<b>052289</b>	<b>N</b>	<b>049685</b>	<b>N</b>	<b>3300.00</b>	<b>4824.00</b>	<b>567</b>	<b>600</b>
36	062738	N	096702	N	4510.00	6408.00	820	820
42			<b>105466</b>	<b>N</b>	<b>7080.00</b>	<b>10606.00</b>		<b>1180</b>
48			105473	N	9444.00	14280.00		1574

**90° (1/4) MJxPE BEND**

3	291787	N	050155	N	86.00	113.00	17	18
4	<b>291794</b>	<b>N</b>	<b>050278</b>	<b>N</b>	<b>108.00</b>	<b>140.00</b>	<b>25</b>	<b>24</b>
6	291800	N	050391	N	170.00	212.00	42	40
8	<b>291817</b>	<b>N</b>	<b>050513</b>	<b>N</b>	<b>242.00</b>	<b>290.00</b>	<b>57</b>	<b>57</b>
10	291824	N	049944	N	374.00	438.00	91	88
12	<b>345626</b>	<b>N</b>	<b>050063</b>	<b>N</b>	<b>485.00</b>	<b>557.00</b>	<b>114</b>	<b>114</b>
14	345633	N	055471	N	887.00	995.00	219	197
16	<b>345640</b>	<b>N</b>	<b>055648</b>	<b>N</b>	<b>1359.00</b>	<b>1490.00</b>	<b>254</b>	<b>302</b>
24	345671	N	055921	N	3019.00	3309.00	710	575
30		<b>N</b>	<b>093312</b>	<b>N</b>	<b>4758.00</b>	<b>5520.00</b>	<b>865</b>	<b>865</b>

**45° (1/8) MJxPE BEND**

3	291992	N	050148	N	71.00	98.00	17	15
4	<b>292005</b>	<b>S</b>	<b>050261</b>	<b>N</b>	<b>90.00</b>	<b>122.00</b>	<b>21</b>	<b>20</b>
6	292012	S	050384	N	145.00	187.00	34	34
8	<b>292029</b>	<b>N</b>	<b>050506</b>	<b>N</b>	<b>204.00</b>	<b>252.00</b>	<b>53</b>	<b>48</b>
10	292036	N	049937	N	298.00	362.00	71	70
12	<b>345268</b>	<b>N</b>	<b>050056</b>	<b>N</b>	<b>417.00</b>	<b>489.00</b>	<b>102</b>	<b>98</b>
14	345275	N	055457	N	657.00	765.00	146	146
16	<b>345282</b>	<b>N</b>	<b>055631</b>	<b>N</b>	<b>828.00</b>	<b>959.00</b>	<b>192</b>	<b>184</b>
24	345329	N	055914	N	2048.00	2338.00	440	390
30	<b>093268</b>	<b>N</b>		<b>N</b>	<b>3933.00</b>	<b>4695.00</b>	<b>715</b>	<b>715</b>

**22 1/2° (1/16) MJxPE BEND**

3	345312	N	050131	N	62.00	89.00	19	13
4	<b>345305</b>	<b>N</b>	<b>050254</b>	<b>N</b>	<b>81.00</b>	<b>113.00</b>	<b>19</b>	<b>18</b>
6	292159	N	050377	N	132.00	174.00	29	31
8	<b>345299</b>	<b>N</b>	<b>050490</b>	<b>N</b>	<b>204.00</b>	<b>252.00</b>	<b>46</b>	<b>48</b>
10	348955	N	049920	N	268.00	332.00	64	63
12	<b>345954</b>	<b>N</b>	<b>050049</b>	<b>N</b>	<b>349.00</b>	<b>421.00</b>	<b>78</b>	<b>79</b>
14	345947	N	055433	N	684.00	792.00	133	152
16	<b>345930</b>	<b>N</b>	<b>055617</b>	<b>N</b>	<b>1148.00</b>	<b>1279.00</b>	<b>181</b>	<b>255</b>
24	345961	N	055907	N	2074.00	2364.00	345	395
30		<b>N</b>	<b>093220</b>	<b>N</b>	<b>3355.00</b>	<b>4117.00</b>	<b>610</b>	<b>600</b>

**MJ C153 BARE****LP-5091 Tyler Union C153 Mechanical Joint Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	---------------------	--------------------	------------------------

**11¼° (1/32) MJxPE BEND**

3	345664	N	050124	N	62.00	89.00	15	13
4	<b>345688</b>	<b>N</b>	<b>050247</b>	<b>N</b>	<b>77.00</b>	<b>109.00</b>	<b>20</b>	<b>17</b>
6	297567	N	050360	N	123.00	165.00	29	29
8	<b>345695</b>	<b>N</b>	<b>050483</b>	<b>N</b>	<b>191.00</b>	<b>239.00</b>	<b>41</b>	<b>45</b>
10	345992	N	049913	N	238.00	302.00	55	56
12	<b>345985</b>	<b>N</b>	<b>050032</b>	<b>N</b>	<b>302.00</b>	<b>374.00</b>	<b>69</b>	<b>71</b>
14	345978	N	055419	N	599.00	707.00	118	133
16	<b>345916</b>	<b>N</b>	<b>055594</b>	<b>N</b>	<b>743.00</b>	<b>874.00</b>	<b>136</b>	<b>165</b>
24	346005	N	055891	N	2100.00	2390.00	475	400

**90° (1/4) MJxFE BEND ◆**

3	345893	N	050117	N	95.00	122.00	21	22
4	<b>291848</b>	<b>S</b>	<b>050230</b>	<b>N</b>	<b>117.00</b>	<b>149.00</b>	<b>28</b>	<b>26</b>
6	291855	N	050353	N	200.00	242.00	45	47
8	<b>291862</b>	<b>S</b>	<b>050476</b>	<b>N</b>	<b>349.00</b>	<b>397.00</b>	<b>64</b>	<b>82</b>
10	291879	N	049906	N	489.00	553.00	113	102
12	<b>291886</b>	<b>N</b>	<b>050025</b>	<b>N</b>	<b>693.00</b>	<b>765.00</b>	<b>141</b>	<b>163</b>
14	345886	N	055396	N	1238.00	1346.00	217	275
16	<b>345879</b>	<b>N</b>	<b>055570</b>	<b>N</b>	<b>1508.00</b>	<b>1639.00</b>	<b>278</b>	<b>233</b>

**45° (1/8) MJxFE BEND ◆**

4	390442	N	050223	N	113.00	145.00	27	25
6	<b>390459</b>	<b>N</b>	<b>050346</b>	<b>N</b>	<b>238.00</b>	<b>280.00</b>	<b>36</b>	<b>56</b>
8	390466	N	050469	N	302.00	350.00	54	71
10	<b>390473</b>	<b>N</b>	<b>049890</b>	<b>N</b>	<b>438.00</b>	<b>502.00</b>	<b>82</b>	<b>103</b>
12	390480	N	050018	N	642.00	714.00	112	151
14	<b>390633</b>	<b>N</b>	<b>055372</b>	<b>N</b>	<b>1206.00</b>	<b>1314.00</b>	<b>207</b>	<b>268</b>
16	390640	N	055556	N	1440.00	1571.00	290	320

**22½° (1/16) MJxFE BEND ◆**

4	390497	N	050216	N	144.00	176.00	21	32
6	<b>390503</b>	<b>N</b>	<b>050339</b>	<b>N</b>	<b>174.00</b>	<b>216.00</b>	<b>32</b>	<b>41</b>
8	390510	N	050452	N	272.00	320.00	46	64
10	<b>390527</b>	<b>N</b>	<b>049883</b>	<b>N</b>	<b>391.00</b>	<b>455.00</b>	<b>90</b>	<b>92</b>
12	390534	N	050001	N	561.00	633.00	79	132

**11¼° (1/32) MJxFE BEND ◆**

4	390541	N	050209	N	126.00	158.00	19	28
6	<b>390558</b>	<b>N</b>	<b>050322</b>	<b>N</b>	<b>170.00</b>	<b>212.00</b>	<b>30</b>	<b>40</b>
8	390565	N	050445	N	225.00	273.00	41	53
10	<b>390572</b>	<b>N</b>	<b>049876</b>	<b>N</b>	<b>374.00</b>	<b>438.00</b>	<b>75</b>	<b>88</b>
12	390589	N	049999	N	485.00	557.00	88	114

◆ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

**MJ C153 BARE****Tyler Union C153 Mechanical Joint Fittings/Bare Castings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ WYE (Not included in AWWA C153)</b>								
3	292777	S	055112	N	162.00	243.00	36	34
<b>4x3</b>	<b>345862</b>	<b>N</b>		<b>N</b>	<b>171.00</b>	<b>262.00</b>	<b>39</b>	<b>38</b>
4	292784	S	055129	N	225.00	321.00	45	50
<b>6x4</b>	<b>292791</b>	<b>S</b>	<b>055150</b>	<b>N</b>	<b>221.00</b>	<b>337.00</b>	<b>61</b>	<b>52</b>
6	292807	S	055136	N	327.00	453.00	82	77
<b>8x4</b>	<b>292814</b>	<b>S</b>	<b>055198</b>	<b>N</b>	<b>451.00</b>	<b>579.00</b>	<b>81</b>	<b>106</b>
8x6	292821	S	055211	N	374.00	512.00	109	88
<b>8</b>	<b>292838</b>	<b>S</b>	<b>055174</b>	<b>N</b>	<b>463.00</b>	<b>607.00</b>	<b>117</b>	<b>109</b>
10x4	292845	S	054955	N	638.00	798.00	105	150
<b>10x6</b>	<b>292852</b>	<b>S</b>	<b>054962</b>	<b>N</b>	<b>672.00</b>	<b>842.00</b>	<b>118</b>	<b>158</b>
10x8	292869	N	054979	N	731.00	907.00	160	172
<b>10</b>	<b>292876</b>	<b>S</b>	<b>054948</b>	<b>N</b>	<b>893.00</b>	<b>1085.00</b>	<b>184</b>	<b>210</b>
12x4	345855	N	055082	N	897.00	1073.00	141	211
<b>12x6</b>	<b>292883</b>	<b>S</b>	<b>055099</b>	<b>N</b>	<b>935.00</b>	<b>1121.00</b>	<b>168</b>	<b>220</b>
12x8	292890	S	055105	N	1003.00	1195.00	177	236
<b>12x10</b>	<b>292906</b>	<b>N</b>	<b>055075</b>	<b>N</b>	<b>1177.00</b>	<b>1385.00</b>	<b>212</b>	<b>277</b>
12	292913	S	055044	N	1262.00	1478.00	248	297
14x6	292937	N			1313.00	1571.00	250	
<b>14</b>			<b>028505</b>	<b>N</b>	<b>2142.00</b>	<b>2466.00</b>	<b>476</b>	
16x6	345817	N	058410	N	1341.00	1645.00	300	298
<b>16x8</b>	<b>292944</b>	<b>N</b>	<b>093480</b>	<b>N</b>	<b>1571.00</b>	<b>1881.00</b>	<b>350</b>	<b>349</b>
16x12	292968	N	028512	N	2021.00	2355.00	447	465
<b>16</b>	<b>292975</b>	<b>S</b>	<b>058397</b>	<b>N</b>	<b>2453.00</b>	<b>2846.00</b>	<b>608</b>	<b>545</b>
18x10		N			2529.00	2971.00	562	
<b>18</b>		<b>N</b>			<b>2799.00</b>	<b>3366.00</b>	<b>622</b>	

**MJxFE ADAPTER (6" Laying Length) ♦**

3	294535	N	049791	N	76.00	103.00	18	18
<b>4</b>	<b>294542</b>	<b>S</b>	<b>049807</b>	<b>N</b>	<b>99.00</b>	<b>131.00</b>	<b>24</b>	<b>24</b>
6	294559	S	049814	N	136.00	178.00	36	29
<b>8</b>	<b>294566</b>	<b>S</b>	<b>049821</b>	<b>N</b>	<b>208.00</b>	<b>256.00</b>	<b>50</b>	<b>52</b>
10	294573	N	049777	N	298.00	362.00	76	67
<b>12</b>	<b>294580</b>	<b>S</b>	<b>049784</b>	<b>N</b>	<b>421.00</b>	<b>493.00</b>	<b>88</b>	<b>80</b>
14	294597	N	055235	N	621.00	729.00	127	126
<b>16</b>	<b>294603</b>	<b>N</b>	<b>055259</b>	<b>N</b>	<b>711.00</b>	<b>842.00</b>	<b>155</b>	<b>166</b>
18				N	1010.00	1199.00		202
20	373230	N	055273	N	1260.00	1478.00	275	275
<b>24</b>			<b>N</b>		<b>1701.00</b>	<b>1991.00</b>		<b>324</b>
30		N	093169	N	2547.00	3309.00	470	463
<b>36</b>		<b>N</b>	<b>093190</b>	<b>N</b>	<b>4125.00</b>	<b>5074.00</b>	<b>750</b>	<b>750</b>

\* Laying Length - 7"

\*\* Laying Length - 8"

**FExPE ADAPTER (12" Laying Length) ♦**

4	294627	N			115.00	N/A	23	
<b>6</b>	<b>294634</b>	<b>N</b>			<b>157.00</b>	<b>N/A</b>	<b>33</b>	
8	294641	N			250.00	N/A	50	
<b>10</b>	<b>294658</b>	<b>N</b>			<b>345.00</b>	<b>N/A</b>	<b>69</b>	
12	345145	N			440.00	N/A	88	
<b>16</b>	<b>345121</b>	<b>N</b>			<b>782.00</b>	<b>N/A</b>	<b>149</b>	

♦ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

**MJ C153 BARE****LP-5091 Tyler Union C153 Mechanical Joint Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ TEE</b>								
3	288022	S	052043	N	138.00	219.00	26	29
<b>4x3</b>	<b>292258</b>	<b>S</b>	<b>052081</b>	<b>N</b>	<b>135.00</b>	<b>226.00</b>	<b>33</b>	<b>30</b>
4	288039	S	052067	N	144.00	240.00	36	32
<b>6x3</b>	<b>292265</b>	<b>N</b>	<b>052135</b>	<b>N</b>	<b>179.00</b>	<b>290.00</b>	<b>49</b>	<b>42</b>
6x4	288046	S	052159	N	221.00	337.00	52	52
<b>6</b>	<b>288053</b>	<b>S</b>	<b>052104</b>	<b>N</b>	<b>247.00</b>	<b>373.00</b>	<b>62</b>	<b>58</b>
8x3	292272	N	054863	N	247.00	370.00	56	58
<b>8x4</b>	<b>292289</b>	<b>S</b>	<b>054894</b>	<b>N</b>	<b>255.00</b>	<b>383.00</b>	<b>72</b>	<b>60</b>
8x6	288060	S	054917	N	310.00	448.00	79	73
<b>8</b>	<b>288077</b>	<b>S</b>	<b>054740</b>	<b>N</b>	<b>370.00</b>	<b>514.00</b>	<b>90</b>	<b>87</b>
10x3	345794	N	051824	N	319.00	474.00	72	75
<b>10x4</b>	<b>292296</b>	<b>S</b>	<b>051831</b>	<b>N</b>	<b>332.00</b>	<b>492.00</b>	<b>82</b>	<b>78</b>
10x6	288084	S	051855	N	383.00	553.00	99	90
<b>10x8</b>	<b>292302</b>	<b>S</b>	<b>051886</b>	<b>N</b>	<b>446.00</b>	<b>622.00</b>	<b>111</b>	<b>105</b>
10	288091	S	051800	N	510.00	702.00	128	120
<b>12x3</b>	<b>345787</b>	<b>N</b>	<b>051954</b>	<b>N</b>	<b>383.00</b>	<b>554.00</b>	<b>91</b>	<b>90</b>
12x4	288107	S	051961	N	400.00	576.00	103	94
<b>12x6</b>	<b>288114</b>	<b>S</b>	<b>051985</b>	<b>N</b>	<b>485.00</b>	<b>671.00</b>	<b>102</b>	<b>114</b>
12x8	292319	S	052012	N	557.00	749.00	120	131
<b>12x10</b>	<b>292326</b>	<b>S</b>	<b>051930</b>	<b>N</b>	<b>595.00</b>	<b>803.00</b>	<b>155</b>	<b>140</b>
12	292333	S	051916	N	714.00	930.00	165	168
<b>14x6</b>	<b>292340</b>	<b>N</b>	<b>057550</b>	<b>N</b>	<b>819.00</b>	<b>1077.00</b>	<b>183</b>	<b>182</b>
14x8	292357	N	057611	N	927.00	1191.00	206	206
<b>14x10</b>	<b>345770</b>	<b>N</b>	<b>057499</b>	<b>N</b>	<b>1026.00</b>	<b>1306.00</b>	<b>229</b>	<b>228</b>
14x12	350705	N	057536	N	1103.00	1391.00	245	245
<b>14</b>	<b>292364</b>	<b>N</b>	<b>057451</b>	<b>N</b>	<b>1260.00</b>	<b>1584.00</b>	<b>281</b>	<b>280</b>
16x6	292371	S	057772	N	1058.00	1362.00	222	235
<b>16x8</b>	<b>292388</b>	<b>S</b>	<b>057833</b>	<b>N</b>	<b>1148.00</b>	<b>1458.00</b>	<b>245</b>	<b>255</b>
16x10	292395	N	057673	N	1260.00	1586.00	265	280
<b>16x12</b>	<b>292401</b>	<b>S</b>	<b>057710</b>	<b>N</b>	<b>1373.00</b>	<b>1707.00</b>	<b>277</b>	<b>305</b>
16x14	345763	N	057758	N	1553.00	1923.00	317	345
<b>16</b>	<b>292418</b>	<b>S</b>	<b>057635</b>	<b>N</b>	<b>1733.00</b>	<b>2126.00</b>	<b>337</b>	<b>385</b>
18x6	300816	N	057895	N	1550.00	1970.00	275	310
<b>18x8</b>	<b>292425</b>	<b>N</b>	<b>057956</b>	<b>N</b>	<b>1675.00</b>	<b>2101.00</b>	<b>280</b>	<b>335</b>
18x10	345756	N	093404	N	1575.00	2017.00	301	315
18x12	300786	N	093435	N	1990.00	2440.00	370	398
<b>18x14</b>	<b>345749</b>	<b>N</b>			<b>2075.00</b>	<b>2561.00</b>	<b>415</b>	
18x16	345732	N	093459	N	2220.00	2729.00	476	444
<b>18</b>	<b>292432</b>	<b>S</b>	<b>057871</b>	<b>N</b>	<b>2590.00</b>	<b>3157.00</b>	<b>490</b>	<b>518</b>
20x6	345725	N	058052	N	1740.00	2218.00	335	348
20x8	345718	S	058090	N	1780.00	2264.00	383	356
<b>20x10</b>	<b>292449</b>	<b>N</b>	<b>057987</b>	<b>N</b>	<b>1850.00</b>	<b>2350.00</b>	<b>392</b>	<b>370</b>
20x12	292456	N	057994	N	2205.00	2713.00	432	441
<b>20x14</b>	<b>345701</b>	<b>N</b>			<b>2550.00</b>	<b>3094.00</b>	<b>510</b>	
20x16	292463	N	058014	N	2170.00	2737.00	553	434
<b>20x18</b>	<b>345602</b>	<b>N</b>	<b>058038</b>	<b>N</b>	<b>2925.00</b>	<b>3550.00</b>	<b>577</b>	<b>585</b>
20	292470	S	057970	N	2390.00	3044.00	572	478
<b>24x6</b>	<b>345596</b>	<b>N</b>	<b>058298</b>	<b>N</b>	<b>2163.00</b>	<b>2785.00</b>	<b>465</b>	<b>412</b>
24x8	345589	N	058373	N	2226.00	2854.00	475	424
<b>24x10</b>	<b>292487</b>	<b>N</b>	<b>058137</b>	<b>N</b>	<b>2436.00</b>	<b>3080.00</b>	<b>516</b>	<b>464</b>
24x12	292494	N	058151	N	2373.00	3025.00	549	452
<b>24x14</b>	<b>345572</b>	<b>N</b>	<b>058199</b>	<b>N</b>	<b>2888.00</b>	<b>3576.00</b>	<b>585</b>	<b>550</b>
24x16	345565	N	058212	N	3050.00	3761.00	625	581

**MJ C153 BARE****Tyler Union C153 Mechanical Joint Fittings/Bare Castings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ TEE (Cont')</b>								
<b>24x18</b>	<b>300793</b>	<b>N</b>	<b>058250</b>	<b>N</b>	<b>3066.00</b>	<b>3835.00</b>	<b>721</b>	<b>584</b>
24x20	345558	N	058274	N	3455.00	4253.00	805	658
<b>24</b>	<b>292500</b>	<b>S</b>	<b>058113</b>	<b>N</b>	<b>3728.00</b>	<b>4598.00</b>	<b>844</b>	<b>710</b>
30x6	100249	N	049760	N	3597.00	5163.00	717	654
<b>30x8</b>		<b>N</b>	<b>105480</b>	<b>N</b>	<b>4065.00</b>	<b>5637.00</b>	<b>697</b>	<b>739</b>
30x12		N	105497	N	4565.00	6161.00	848	830
<b>30x16</b>			<b>105503</b>	<b>N</b>	<b>5275.00</b>	<b>6930.00</b>		<b>959</b>
30x20		N	105510	N	5577.00	7319.00	995	1014
<b>30x24</b>		<b>N</b>	<b>105527</b>	<b>N</b>	<b>5836.00</b>	<b>7650.00</b>	<b>1114</b>	<b>1061</b>
30	052494	N	049753	N	7277.00	9563.00	1348	1323
<b>36x12</b>	<b>113157</b>	<b>N</b>			<b>6067.00</b>	<b>7663.00</b>	<b>1103</b>	
<b>36x16</b>			<b>105534</b>	<b>N</b>	<b>6551.00</b>	<b>8206.00</b>		<b>1191</b>
36x24		N	105541	N	7953.00	9767.00	1533	1446
<b>36x30</b>		<b>N</b>	<b>105558</b>	<b>N</b>	<b>9218.00</b>	<b>11878.00</b>	<b>1604</b>	<b>1676</b>
36		N	105565	N	10918.00	13765.00	1949	1985
<b>42x24</b>				<b>N</b>	<b>13770.00</b>	<b>17586.00</b>		<b>2295</b>
42x30				N	14022.00	18310.00		2337
<b>42x36</b>				<b>N</b>	<b>17928.00</b>	<b>22403.00</b>		<b>2988</b>
42				N	19014.00	24303.00		3169
<b>48x12</b>				<b>N</b>	<b>15000.00</b>	<b>19908.00</b>		<b>2500</b>
48x24				N	16932.00	22058.00		2822
<b>48x36</b>			<b>113195</b>	<b>N</b>	<b>23892.00</b>	<b>29677.00</b>		<b>3982</b>
48x42				N	24600.00	31199.00		4100
<b>48</b>			<b>112587</b>	<b>N</b>	<b>25506.00</b>	<b>32760.00</b>		<b>4251</b>

**MJxFE TEE ♦**

3	345541	N	052050	N	152.00	206.00	29	32
<b>4x3</b>	<b>345534</b>	<b>N</b>	<b>052098</b>	<b>N</b>	<b>167.00</b>	<b>231.00</b>	<b>34</b>	<b>37</b>
4	345527	N	052074	N	180.00	244.00	38	40
<b>6x3</b>	<b>345510</b>	<b>N</b>	<b>052142</b>	<b>N</b>	<b>225.00</b>	<b>309.00</b>	<b>51</b>	<b>53</b>
6x4	292517	N	052166	N	234.00	318.00	53	55
<b>6</b>	<b>292524</b>	<b>N</b>	<b>052111</b>	<b>N</b>	<b>268.00</b>	<b>352.00</b>	<b>64</b>	<b>63</b>
8x4	292531	N	054900	N	315.00	411.00	76	74
<b>8x6</b>	<b>292548</b>	<b>N</b>	<b>054924</b>	<b>N</b>	<b>340.00</b>	<b>436.00</b>	<b>81</b>	<b>80</b>
8	292555	N	054832	N	417.00	513.00	91	98
<b>10x4</b>	<b>345480</b>	<b>N</b>	<b>051848</b>	<b>N</b>	<b>383.00</b>	<b>511.00</b>	<b>92</b>	<b>90</b>
10x6	292562	S	051862	N	476.00	604.00	99	112
<b>10x8</b>	<b>345473</b>	<b>N</b>	<b>051893</b>	<b>N</b>	<b>514.00</b>	<b>642.00</b>	<b>127</b>	<b>121</b>
10	345466	N	051817	N	655.00	783.00	144	154
<b>12x4</b>	<b>292579</b>	<b>N</b>	<b>051978</b>	<b>N</b>	<b>502.00</b>	<b>646.00</b>	<b>118</b>	<b>118</b>
12x6	292586	S	051992	N	510.00	654.00	133	120
<b>12x8</b>	<b>292593</b>	<b>N</b>	<b>052029</b>	<b>N</b>	<b>587.00</b>	<b>731.00</b>	<b>146</b>	<b>138</b>
12x10	345442	N	051947	N	672.00	816.00	161	158
<b>12</b>	<b>292609</b>	<b>N</b>	<b>051923</b>	<b>N</b>	<b>842.00</b>	<b>986.00</b>	<b>187</b>	<b>198</b>
14x6	292616	N	057567	N	909.00	1125.00	205	202
14x10	345428	N	057512	N	1305.00	1521.00	226	290
<b>14x12</b>	<b>345411</b>	<b>N</b>	<b>057543</b>	<b>N</b>	<b>1418.00</b>	<b>1634.00</b>	<b>238</b>	<b>315</b>
14	292623	N	057475	N	1521.00	1737.00	285	338
<b>16x6</b>	<b>292630</b>	<b>N</b>	<b>057796</b>	<b>N</b>	<b>1026.00</b>	<b>1288.00</b>	<b>230</b>	<b>228</b>
16x8	292647	N	057857	N	1242.00	1504.00	243	276
<b>16x10</b>	<b>345404</b>	<b>N</b>	<b>057697</b>	<b>N</b>	<b>1485.00</b>	<b>1747.00</b>	<b>281</b>	<b>330</b>

♦ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

**MJ C153 BARE****LP-5091 Tyler Union C153 Mechanical Joint Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	---------------------	--------------------	------------------------

**MJxFE TEE ♦ (Con't)**

16x12	292654	N	057734	N	1530.00	1792.00	304	340
<b>16x14</b>	<b>345398</b>	<b>N</b>			<b>1607.00</b>	<b>1869.00</b>	<b>357</b>	
16	292661	N	057659	N	2115.00	2377.00	357	470
<b>18x6</b>	<b>345381</b>	<b>N</b>	<b>057918</b>	<b>N</b>	<b>1290.00</b>	<b>1668.00</b>	<b>261</b>	<b>258</b>
18x8	373292	N	057963	N	1685.00	2063.00	351	337
<b>20x6</b>	<b>345374</b>	<b>N</b>	<b>058076</b>	<b>N</b>	<b>1800.00</b>	<b>2236.00</b>	<b>341</b>	<b>360</b>
24x6	345367	N	058311	N	2132.00	2712.00	451	406
<b>24x12</b>	<b>373254</b>	<b>N</b>	<b>058168</b>	<b>N</b>	<b>3003.00</b>	<b>3583.00</b>	<b>580</b>	<b>572</b>
24x16	373261	N	058236	N	3780.00	4360.00	744	720

**MJxPEMJ TEE**

6	390596	N			242.00	326.00	57	
<b>8x6</b>	<b>390602</b>	<b>N</b>			<b>336.00</b>	<b>426.00</b>	<b>79</b>	
8	390619	N			370.00	466.00	87	
<b>10</b>	<b>390626</b>	<b>N</b>			<b>565.00</b>	<b>693.00</b>	<b>133</b>	

**MJxSWIVEL TEE (Includes Swivel Gland)**

6	292678	N	052128	N	285.00	369.00	71	67
<b>8x6</b>	<b>292685</b>	<b>N</b>	<b>054931</b>	<b>N</b>	<b>357.00</b>	<b>453.00</b>	<b>80</b>	<b>84</b>
8	346036	N	054856	N	446.00	542.00	94	105
<b>10x6</b>	<b>292692</b>	<b>N</b>	<b>051879</b>	<b>N</b>	<b>400.00</b>	<b>528.00</b>	<b>114</b>	<b>94</b>
10x8	346029	N	051909	N	489.00	617.00	138	115
<b>12x6</b>	<b>292708</b>	<b>N</b>	<b>052005</b>	<b>N</b>	<b>497.00</b>	<b>641.00</b>	<b>128</b>	<b>117</b>
12x8	346081	N	052036	N	616.00	760.00	149	145
<b>14x6</b>	<b>346074</b>	<b>N</b>	<b>057598</b>	<b>N</b>	<b>1031.00</b>	<b>1247.00</b>	<b>190</b>	<b>229</b>
16x6	292715	N	057819	N	923.00	1185.00	243	205
<b>18x6</b>	<b>346067</b>	<b>N</b>	<b>057932</b>	<b>N</b>	<b>1390.00</b>	<b>1768.00</b>	<b>330</b>	<b>278</b>
20x6	346050	N	058083	N	1380.00	1816.00	380	276
<b>24x6</b>	<b>346043</b>	<b>N</b>	<b>058359</b>	<b>N</b>	<b>2069.00</b>	<b>2649.00</b>	<b>478</b>	<b>394</b>

**MJ TAPPED TEE**

3x2	390817	N	051763	N	130.00	184.00	21	19
<b>4x2</b>	<b>390824</b>	<b>N</b>	<b>051770</b>	<b>N</b>	<b>153.00</b>	<b>217.00</b>	<b>27</b>	<b>25</b>
6x2	390831	N	051787	N	197.00	281.00	40	37
<b>8x2</b>	<b>390848</b>	<b>N</b>	<b>051794</b>	<b>N</b>	<b>291.00</b>	<b>387.00</b>	<b>54</b>	<b>59</b>
10x2	391005	N	051749	N	329.00	457.00	67	68
<b>12x2</b>	<b>391012</b>	<b>N</b>	<b>051756</b>	<b>N</b>	<b>414.00</b>	<b>558.00</b>	<b>83</b>	<b>88</b>
14x2		N		N	715.00	931.00	141	
16x2	391401	N	057437	N	872.00	1134.00	176	202

**MJ TEE / CROSS UNTAPPED**

3	051190	N		N	90.00	144.00	21	19
<b>4</b>		<b>N</b>		<b>N</b>	<b>113.00</b>	<b>177.00</b>	<b>27</b>	<b>25</b>
6		N		N	157.00	241.00	40	37
<b>8</b>		<b>N</b>		<b>N</b>	<b>251.00</b>	<b>347.00</b>	<b>57</b>	<b>59</b>
10	051206	N		N	289.00	417.00	67	68
<b>12</b>	<b>051213</b>	<b>N</b>		<b>N</b>	<b>374.00</b>	<b>518.00</b>	<b>83</b>	<b>88</b>
14		N		N	635.00	851.00	141	
16	051220	N		N	792.00	1054.00	162	202

♦ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

**MJ C153 BARE****Tyler Union C153 Mechanical Joint Fittings/Bare Castings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>SOLID PLUG</b>								
3	383499	N	050902	N	48.00	N/A	8	10
4	<b>294238</b>	<b>N</b>	<b>050919</b>	<b>N</b>	<b>63.00</b>	<b>N/A</b>	<b>13</b>	<b>14</b>
6	383505	N	050926	N	102.00	N/A	18	24
8	<b>294252</b>	<b>N</b>	<b>050933</b>	<b>N</b>	<b>145.00</b>	<b>N/A</b>	<b>25</b>	<b>34</b>
10	383512	N	050889	N	187.00	N/A	44	44
12	<b>294276</b>	<b>N</b>	<b>050896</b>	<b>N</b>	<b>225.00</b>	<b>N/A</b>	<b>46</b>	<b>53</b>
14	383529	N	056126	N	495.00	N/A	83	110
16	<b>383536</b>	<b>N</b>	<b>056133</b>	<b>N</b>	<b>635.00</b>	<b>N/A</b>	<b>100</b>	<b>141</b>
18	294306	N	056140	N	875.00	N/A	128	175
20	<b>383543</b>	<b>N</b>	<b>056157</b>	<b>N</b>	<b>1070.00</b>	<b>N/A</b>	<b>153</b>	<b>214</b>
24	294320	N	056171	N	1559.00	N/A	202	297
30			<b>105572</b>	<b>N</b>	<b>2981.00</b>	<b>N/A</b>		<b>542</b>
36			093572	N	4609.00	N/A		838
42				N	6546.00	N/A		1091
48				N	8730.00	N/A		1455

**TAPPED PLUG**

3x2	384526	N	050964	N	88.00	N/A	8	10
4x2	<b>384502</b>	<b>N</b>	<b>050971</b>	<b>N</b>	<b>103.00</b>	<b>N/A</b>	<b>13</b>	<b>14</b>
6x2	384533	N	050988	N	142.00	N/A	18	24
8x2	<b>384540</b>	<b>N</b>	<b>050995</b>	<b>N</b>	<b>185.00</b>	<b>N/A</b>	<b>25</b>	<b>34</b>
10x2	384557	N	050940	N	227.00	N/A	44	44
12x2	<b>384564</b>	<b>N</b>	<b>050957</b>	<b>N</b>	<b>265.00</b>	<b>N/A</b>	<b>46</b>	<b>53</b>
14x2	384625	N	056195	N	575.00	N/A	83	110
16x2	<b>384632</b>	<b>N</b>	<b>056218</b>	<b>N</b>	<b>715.00</b>	<b>N/A</b>	<b>100</b>	<b>141</b>
18x2	384663	N	056232	N	955.00	N/A	128	175
20x2	<b>384670</b>	<b>N</b>	<b>056256</b>	<b>N</b>	<b>1150.00</b>	<b>N/A</b>	<b>153</b>	<b>214</b>
24x2	384687	N	056270	N	1639.00	N/A	202	297
30x2			<b>105589</b>	<b>N</b>	<b>3181.00</b>	<b>N/A</b>		<b>542</b>
36x2			093602	N	4809.00	N/A		838
42x2				<b>N</b>	<b>6746.00</b>	<b>N/A</b>		<b>1091</b>
48x2				N	8930.00	N/A		1455

**SOLID SLEEVE SHORT**

3	383192	N	051671	N	62.00	116.00	13	13
4	<b>383185</b>	<b>N</b>	<b>051695</b>	<b>N</b>	<b>63.00</b>	<b>127.00</b>	<b>19</b>	<b>14</b>
6	293880	N	051718	N	106.00	190.00	29	25
8	<b>293897</b>	<b>N</b>	<b>051732</b>	<b>N</b>	<b>145.00</b>	<b>241.00</b>	<b>38</b>	<b>34</b>
10	383208	N	051633	N	221.00	349.00	48	52
12	<b>383215</b>	<b>N</b>	<b>051657</b>	<b>N</b>	<b>247.00</b>	<b>391.00</b>	<b>62</b>	<b>58</b>
14	383222	N	057307	N	486.00	702.00	116	108
16	<b>383239</b>	<b>N</b>	<b>057321</b>	<b>N</b>	<b>608.00</b>	<b>870.00</b>	<b>123</b>	<b>135</b>
18	383246	N	057352	N	795.00	1173.00	160	159
20	<b>383253</b>	<b>N</b>	<b>057390</b>	<b>N</b>	<b>970.00</b>	<b>1406.00</b>	<b>212</b>	<b>194</b>
24	383260	N	057420	N	1334.00	1914.00	272	254
30			<b>105596</b>	<b>N</b>	<b>2679.00</b>	<b>4203.00</b>		<b>487</b>
36			105602	N	3641.00	5539.00		662
42			113119	N	5292.00	8818.00		882
48			113133	N	6618.00	11454.00		1103

S = From Stock to 2 weeks • N = Non-Stock; Check for availability.

**MJ C153 BARE****LP-5091 Tyler Union C153 Mechanical Joint Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>SOLID SLEEVE LONG</b>								
3	293941	S	051664	N	86.00	140.00	21	18
4	<b>293958</b>	<b>S</b>	<b>051688</b>	<b>N</b>	<b>99.00</b>	<b>163.00</b>	<b>25</b>	<b>22</b>
6	293965	S	051701	N	149.00	233.00	37	35
8	<b>293972</b>	<b>S</b>	<b>051725</b>	<b>N</b>	<b>251.00</b>	<b>347.00</b>	<b>52</b>	<b>46</b>
10	293989	S	051626	N	293.00	421.00	68	69
12	<b>293996</b>	<b>S</b>	<b>051640</b>	<b>N</b>	<b>391.00</b>	<b>535.00</b>	<b>81</b>	<b>92</b>
14	294009	S	057291	N	626.00	842.00	146	138
16	<b>294016</b>	<b>S</b>	<b>057314</b>	<b>N</b>	<b>792.00</b>	<b>1054.00</b>	<b>170</b>	<b>176</b>
18	294023	S	057338	N	1050.00	1428.00	230	210
20	<b>294030</b>	<b>S</b>	<b>057376</b>	<b>N</b>	<b>1270.00</b>	<b>1706.00</b>	<b>269</b>	<b>254</b>
24	294047	S	057413	N	1754.00	2334.00	380	334
30		<b>N</b>	<b>105619</b>	<b>N</b>	<b>3542.00</b>	<b>5066.00</b>	<b>640</b>	<b>644</b>
36		N	105626	N	4752.00	6650.00	925	864
42				N	6696.00	10222.00		1116
48				N	8310.00	13146.00		1385

**MJ CAP**

3	294054	S	050544	N	48.00	75.00	8	10
4	<b>294061</b>	<b>S</b>	<b>050551</b>	<b>N</b>	<b>41.00</b>	<b>73.00</b>	<b>10</b>	<b>9</b>
6	294078	S	050568	N	68.00	110.00	19	16
8	<b>294085</b>	<b>S</b>	<b>050575</b>	<b>N</b>	<b>106.00</b>	<b>154.00</b>	<b>26</b>	<b>25</b>
10	294092	S	050520	N	157.00	221.00	32	37
12	<b>294108</b>	<b>S</b>	<b>050537</b>	<b>N</b>	<b>200.00</b>	<b>272.00</b>	<b>56</b>	<b>47</b>
14	383550	N	055938	N	329.00	437.00	71	73
16	<b>383567</b>	<b>N</b>	<b>055945</b>	<b>N</b>	<b>441.00</b>	<b>572.00</b>	<b>94</b>	<b>98</b>
18	294139	N	055952	N	600.00	789.00	121	120
20	<b>383574</b>	<b>S</b>	<b>055969</b>	<b>N</b>	<b>720.00</b>	<b>938.00</b>	<b>148</b>	<b>144</b>
24	294153	N	055976	N	1040.00	1330.00	210	198
30			<b>105633</b>	<b>N</b>	<b>1898.00</b>	<b>2660.00</b>		<b>345</b>
36			093510	N	3454.00	4403.00		628
42				<b>N</b>	<b>4338.00</b>	<b>6101.00</b>		<b>723</b>
48				N	5844.00	8262.00		974

**TAPPED CAP**

3x2	384519	N		N	88.00	115.00	8	10
4x2	<b>384571</b>	<b>N</b>	<b>050612</b>	<b>N</b>	<b>81.00</b>	<b>113.00</b>	<b>10</b>	<b>9</b>
6x2	384588	N	050629	N	108.00	150.00	19	16
8x2	<b>384595</b>	<b>N</b>	<b>050636</b>	<b>N</b>	<b>146.00</b>	<b>194.00</b>	<b>26</b>	<b>25</b>
10x2	384601	N	050582	N	197.00	261.00	32	37
12x2	<b>384618</b>	<b>N</b>	<b>050599</b>	<b>N</b>	<b>240.00</b>	<b>312.00</b>	<b>56</b>	<b>47</b>
14x2	384649	N	055983	N	409.00	517.00	71	73
16x2	<b>384656</b>	<b>N</b>	<b>055990</b>	<b>N</b>	<b>521.00</b>	<b>652.00</b>	<b>94</b>	<b>98</b>
18x2	384694	N	056003	N	680.00	869.00	121	120
20x2	<b>384700</b>	<b>N</b>	<b>056010</b>	<b>N</b>	<b>800.00</b>	<b>1018.00</b>	<b>148</b>	<b>144</b>
24x2	384717	N	056034	N	1120.00	1410.00	210	198
30x2			<b>105640</b>	<b>N</b>	<b>2098.00</b>	<b>2860.00</b>		<b>345</b>
36x2			093541	N	3654.00	4603.00		628
42x2				<b>N</b>	<b>4538.00</b>	<b>6301.00</b>		<b>723</b>
48x2				N	6044.00	8462.00		974

**MJ C153 BARE****Tyler Union C153 Mechanical Joint Fittings/Bare Castings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ REDUCER</b>								
4x3	293071	S	051527	N	81.00	140.00	18	18
<b>6x3</b>	<b>345350</b>	<b>N</b>	<b>051541</b>	<b>N</b>	<b>111.00</b>	<b>180.00</b>	<b>28</b>	<b>26</b>
6x4	293088	S	051565	N	98.00	172.00	26	23
<b>8x4</b>	<b>293095</b>	<b>S</b>	<b>051589</b>	<b>N</b>	<b>153.00</b>	<b>233.00</b>	<b>36</b>	<b>36</b>
8x6	293101	S	051602	N	163.00	253.00	38	34
<b>10x4</b>	<b>293118</b>	<b>N</b>	<b>051398</b>	<b>N</b>	<b>179.00</b>	<b>275.00</b>	<b>51</b>	<b>42</b>
10x6	293125	S	051404	N	179.00	285.00	54	42
<b>10x8</b>	<b>293132</b>	<b>S</b>	<b>051428</b>	<b>N</b>	<b>196.00</b>	<b>308.00</b>	<b>54</b>	<b>46</b>
12x4	345343	N	051466	N	225.00	329.00	67	53
<b>12x6</b>	<b>293149</b>	<b>S</b>	<b>051480</b>	<b>N</b>	<b>238.00</b>	<b>352.00</b>	<b>67</b>	<b>56</b>
12x8	293156	S	051503	N	242.00	362.00	57	57
<b>12x10</b>	<b>293163</b>	<b>S</b>	<b>051442</b>	<b>N</b>	<b>255.00</b>	<b>391.00</b>	<b>63</b>	<b>60</b>
14x6	345336	N	056836	N	495.00	645.00	104	110
<b>14x8</b>	<b>293170</b>	<b>N</b>	<b>056843</b>	<b>N</b>	<b>495.00</b>	<b>651.00</b>	<b>104</b>	<b>110</b>
14x10	293187	N	056805	N	450.00	622.00	100	100
<b>14x12</b>	<b>345251</b>	<b>N</b>	<b>056829</b>	<b>N</b>	<b>450.00</b>	<b>630.00</b>	<b>100</b>	<b>100</b>
16x6	293194	N	056966	N	653.00	826.00	132	145
<b>16x8</b>	<b>345244</b>	<b>N</b>	<b>057000</b>	<b>N</b>	<b>630.00</b>	<b>809.00</b>	<b>128</b>	<b>140</b>
16x10	345237	N	056850	N	608.00	803.00	128	135
<b>16x12</b>	<b>293200</b>	<b>S</b>	<b>056904</b>	<b>N</b>	<b>585.00</b>	<b>788.00</b>	<b>112</b>	<b>130</b>
16x14	298106	N	056942	N	743.00	982.00	140	165
<b>18x8</b>	<b>345220</b>	<b>N</b>	<b>057093</b>	<b>N</b>	<b>810.00</b>	<b>1047.00</b>	<b>190</b>	<b>162</b>
18x10	345213	N	028482	N	925.00	1178.00	196	185
<b>18x12</b>	<b>293217</b>	<b>N</b>	<b>057048</b>	<b>N</b>	<b>900.00</b>	<b>1161.00</b>	<b>185</b>	<b>180</b>
18x14	345206	N	057055	N	915.00	1212.00	190	183
<b>18x16</b>	<b>293224</b>	<b>N</b>	<b>057079</b>	<b>N</b>	<b>955.00</b>	<b>1275.00</b>	<b>196</b>	<b>191</b>
<b>20x8</b>				<b>N</b>	<b>1140.00</b>	<b>1406.00</b>		<b>228</b>
20x10	345190	N	057116	N	1075.00	1357.00	225	215
<b>20x12</b>	<b>293231</b>	<b>N</b>	<b>057130</b>	<b>N</b>	<b>1005.00</b>	<b>1295.00</b>	<b>210</b>	<b>201</b>
20x14	345183	N	057154	N	1000.00	1326.00	208	200
<b>20x16</b>	<b>293248</b>	<b>N</b>	<b>057178</b>	<b>N</b>	<b>925.00</b>	<b>1274.00</b>	<b>238</b>	<b>185</b>
20x18	345176	N	057192	N	1030.00	1437.00	250	206
<b>24x12</b>	<b>293255</b>	<b>N</b>	<b>057215</b>	<b>N</b>	<b>1612.00</b>	<b>1974.00</b>	<b>327</b>	<b>307</b>
24x14	345152	N		N	1654.00	2052.00	315	
<b>24x16</b>	<b>345169</b>	<b>N</b>	<b>057239</b>	<b>N</b>	<b>1675.00</b>	<b>2096.00</b>	<b>324</b>	<b>319</b>
24x18	293262	N	057253	N	1574.00	2053.00	328	300
<b>24x20</b>	<b>293279</b>	<b>N</b>	<b>057277</b>	<b>N</b>	<b>1617.00</b>	<b>2125.00</b>	<b>334</b>	<b>308</b>
30x16			105657	N	3504.00	4397.00		637
<b>30x18</b>			<b>113072</b>	<b>N</b>	<b>3641.00</b>	<b>4592.00</b>		<b>662</b>
30x20			105664	N	3443.00	4423.00		626
<b>30x24</b>	<b>052500</b>	<b>N</b>	<b>049746</b>	<b>N</b>	<b>2629.00</b>	<b>3681.00</b>	<b>478</b>	<b>478</b>
36x20			113096	N	5335.00	6502.00		970
<b>36x24</b>			<b>105671</b>	<b>N</b>	<b>4235.00</b>	<b>5474.00</b>		<b>770</b>
36x30			112594	N	4609.00	6320.00		838
<b>42x16</b>				<b>N</b>	<b>7236.00</b>	<b>9130.00</b>		<b>1206</b>
42x18				N	7170.00	9122.00		1195
<b>42x20</b>				<b>N</b>	<b>7146.00</b>	<b>9127.00</b>		<b>1191</b>
42x24				N	8004.00	10057.00		1334
<b>42x30</b>			<b>105688</b>	<b>N</b>	<b>6402.00</b>	<b>8927.00</b>		<b>1067</b>
42x36				N	6696.00	9408.00		1116
<b>48x16</b>				<b>N</b>	<b>9894.00</b>	<b>12443.00</b>		<b>1649</b>
48x18				N	9540.00	12147.00		1590

**MJ C153 BARE****LP-5091 Tyler Union C153 Mechanical Joint Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	---------------------	--------------------	------------------------

**MJ REDUCER (Cont)**

<b>48x20</b>				<b>N</b>	<b>8994.00</b>	<b>11630.00</b>		<b>1499</b>
<b>48x24</b>				<b>N</b>	<b>9222.00</b>	<b>11930.00</b>		<b>1537</b>
<b>48x30</b>				<b>N</b>	<b>11112.00</b>	<b>14292.00</b>		<b>1852</b>
<b>48x36</b>				<b>N</b>	<b>9792.00</b>	<b>13159.00</b>		<b>1632</b>
48x42				N	8916.00	13097.00		1486

**SMALL END BELL (SEB) REDUCER**

4x3	293286	N	051343	N	81.00	108.00	17	18
<b>6x3</b>	<b>390855</b>	<b>N</b>	<b>051350</b>	<b>N</b>	<b>115.00</b>	<b>142.00</b>	<b>24</b>	<b>27</b>
6x4	293309	S	051367	N	111.00	143.00	24	26
<b>8x4</b>	<b>293316</b>	<b>N</b>	<b>051374</b>	<b>N</b>	<b>145.00</b>	<b>177.00</b>	<b>30</b>	<b>34</b>
8x6	293323	S	051381	N	149.00	191.00	35	35
<b>10x4</b>	<b>390930</b>	<b>N</b>	<b>051275</b>	<b>N</b>	<b>187.00</b>	<b>219.00</b>	<b>43</b>	<b>44</b>
10x6	287476	S	051282	N	196.00	238.00	46	46
<b>10x8</b>	<b>293347</b>	<b>S</b>	<b>051299</b>	<b>N</b>	<b>208.00</b>	<b>256.00</b>	<b>46</b>	<b>49</b>
12x4	390947	N	051312	N	264.00	296.00	61	62
<b>12x6</b>	<b>293354</b>	<b>S</b>	<b>051329</b>	<b>N</b>	<b>276.00</b>	<b>318.00</b>	<b>58</b>	<b>65</b>
12x8	293361	N	051336	N	259.00	307.00	54	61
<b>12x10</b>	<b>293378</b>	<b>N</b>	<b>051305</b>	<b>N</b>	<b>259.00</b>	<b>323.00</b>	<b>56</b>	<b>61</b>
14x6	391111	N			482.00	524.00	107	
<b>14x8</b>	<b>391128</b>	<b>N</b>			<b>482.00</b>	<b>530.00</b>	<b>107</b>	
14x10	391135	N			423.00	487.00	94	
<b>14x12</b>	<b>293385</b>	<b>N</b>			<b>423.00</b>	<b>495.00</b>	<b>94</b>	
16x6	391142	N	056591	N	626.00	668.00	126	139
<b>16x8</b>	<b>391159</b>	<b>N</b>	<b>056621</b>	<b>N</b>	<b>603.00</b>	<b>651.00</b>	<b>105</b>	<b>134</b>
16x10	391166	N	056553	N	594.00	658.00	105	132
<b>16x12</b>	<b>293415</b>	<b>N</b>	<b>056577</b>	<b>N</b>	<b>558.00</b>	<b>630.00</b>	<b>109</b>	<b>124</b>
16x14	391173	N			567.00	675.00	126	
<b>18x8</b>	<b>391180</b>	<b>N</b>			<b>840.00</b>	<b>888.00</b>	<b>180</b>	
18x10	391197	N			860.00	924.00	180	
<b>18x12</b>	<b>391203</b>	<b>N</b>	<b>056645</b>	<b>N</b>	<b>870.00</b>	<b>942.00</b>	<b>170</b>	<b>169</b>
18x14	391210	N	056669	N	875.00	983.00	181	175
<b>18x16</b>	<b>391227</b>	<b>N</b>			<b>900.00</b>	<b>1031.00</b>	<b>180</b>	
20x10	391470	N	056683	N	1150.00	1214.00	210	230
<b>20x12</b>	<b>391487</b>	<b>N</b>	<b>056706</b>	<b>N</b>	<b>930.00</b>	<b>1002.00</b>	<b>200</b>	<b>186</b>
20x14	391418	N	056713	N	990.00	1098.00	198	198
<b>20x16</b>	<b>391425</b>	<b>N</b>	<b>056720</b>	<b>N</b>	<b>1005.00</b>	<b>1136.00</b>	<b>215</b>	<b>201</b>
20x18	391432	N			1100.00	1289.00	220	
<b>24x12</b>	<b>391494</b>	<b>N</b>	<b>056744</b>	<b>N</b>	<b>1381.00</b>	<b>1453.00</b>	<b>300</b>	<b>275</b>
24x14	391500	N			1625.00	1733.00	325	
<b>24x16</b>	<b>391517</b>	<b>N</b>	<b>056768</b>	<b>N</b>	<b>1465.00</b>	<b>1596.00</b>	<b>319</b>	<b>279</b>
24x18	391524	N			1628.00	1817.00	310	
<b>24x20</b>	<b>391531</b>	<b>N</b>	<b>056782</b>	<b>N</b>	<b>1418.00</b>	<b>1636.00</b>	<b>305</b>	<b>270</b>
<b>30x16</b>	<b>N</b>	<b>N</b>		<b>N</b>	<b>3152.00</b>	<b>3283.00</b>	<b>565</b>	<b>573</b>
<b>30x18</b>	<b>N</b>	<b>N</b>		<b>N</b>	<b>3394.00</b>	<b>3583.00</b>	<b>565</b>	<b>617</b>
30x20				N	3080.00	3298.00		560
<b>30x24</b>				<b>N</b>	<b>2723.00</b>	<b>3013.00</b>		<b>495</b>
36x16		N		N	4895.00	5026.00	890	789
<b>36x20</b>		<b>N</b>		<b>N</b>	<b>4730.00</b>	<b>4948.00</b>	<b>874</b>	<b>860</b>
<b>36x24</b>				<b>N</b>	<b>4103.00</b>	<b>4393.00</b>		<b>746</b>
36x30		N		N	3988.00	4750.00	725	874

**MJ C153 BARE****Tyler Union C153 Mechanical Joint Fittings/Bare Castings****LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>LARGE END BELL (LEB) REDUCER</b>								
4x3	390862	N	051077	N	82.00	114.00	17	18
<b>6x3</b>	<b>390879</b>	<b>N</b>	<b>051084</b>	<b>N</b>	<b>111.00</b>	<b>153.00</b>	<b>19</b>	<b>26</b>
6x4	293484	N	051091	N	128.00	170.00	25	30
<b>8x4</b>	<b>293491</b>	<b>N</b>	<b>051251</b>	<b>N</b>	<b>145.00</b>	<b>193.00</b>	<b>36</b>	<b>34</b>
8x6	293507	N	051268	N	157.00	205.00	37	37
<b>10x4</b>	<b>390954</b>	<b>N</b>	<b>051008</b>	<b>N</b>	<b>196.00</b>	<b>260.00</b>	<b>46</b>	<b>46</b>
10x6	293514	N	051015	N	196.00	260.00	42	46
<b>10x8</b>	<b>293521</b>	<b>N</b>	<b>051022</b>	<b>N</b>	<b>213.00</b>	<b>277.00</b>	<b>47</b>	<b>50</b>
12x4	390961	N	051046	N	319.00	391.00	64	75
<b>12x6</b>	<b>391043</b>	<b>N</b>	<b>051053</b>	<b>N</b>	<b>255.00</b>	<b>327.00</b>	<b>58</b>	<b>60</b>
12x8	391029	N	051060	N	264.00	336.00	55	62
<b>12x10</b>	<b>390978</b>	<b>N</b>	<b>051039</b>	<b>N</b>	<b>272.00</b>	<b>344.00</b>	<b>61</b>	<b>64</b>
14x6	391234	N			504.00	612.00	112	
<b>14x8</b>	<b>391241</b>	<b>N</b>			<b>486.00</b>	<b>594.00</b>	<b>108</b>	
14x10	391258	N			450.00	558.00	100	
<b>14x12</b>	<b>293576</b>	<b>N</b>		<b>N</b>	<b>657.00</b>	<b>765.00</b>	<b>96</b>	<b>146</b>
16x6	391265	N	056355	N	711.00	842.00	141	158
<b>16x8</b>	<b>391272</b>	<b>N</b>	<b>056379</b>	<b>N</b>	<b>711.00</b>	<b>842.00</b>	<b>136</b>	<b>158</b>
16x10	391289	N	056294	N	680.00	811.00	116	151
<b>16x12</b>	<b>391098</b>	<b>N</b>	<b>056317</b>	<b>N</b>	<b>756.00</b>	<b>887.00</b>	<b>158</b>	<b>168</b>
16x14	391296	N	056331	N	801.00	932.00	175	178
<b>18x8</b>	<b>391302</b>	<b>N</b>			<b>975.00</b>	<b>1164.00</b>	<b>195</b>	
18x10	391319	N			925.00	1114.00	185	
<b>18x12</b>	<b>391326</b>	<b>N</b>	<b>056393</b>	<b>N</b>	<b>875.00</b>	<b>1064.00</b>	<b>183</b>	<b>175</b>
18x14	391333	N	056416	N	950.00	1139.00	200	190
<b>18x16</b>	<b>391340</b>	<b>N</b>	<b>056430</b>	<b>N</b>	<b>950.00</b>	<b>1139.00</b>	<b>192</b>	<b>190</b>
20x10	391449	N	056454	N	1085.00	1303.00	210	217
<b>20x12</b>	<b>391548</b>	<b>N</b>	<b>056478</b>	<b>N</b>	<b>1055.00</b>	<b>1273.00</b>	<b>214</b>	<b>211</b>
20x14	390657	N			1025.00	1243.00	205	
<b>20x16</b>	<b>391456</b>	<b>N</b>	<b>056492</b>	<b>N</b>	<b>1045.00</b>	<b>1263.00</b>	<b>238</b>	<b>209</b>
24x12	391555	N	056515	N	1570.00	1860.00	300	299
<b>24x14</b>	<b>391463</b>	<b>N</b>			<b>1654.00</b>	<b>1944.00</b>	<b>315</b>	
24x16	391562	N	056539	N	1559.00	1849.00	340	297
<b>PExPE REDUCER</b>								
4x3	390886	N	051534	N	77.00	N/A	15	17
<b>6x3</b>	<b>390893</b>	<b>N</b>	<b>051558</b>	<b>N</b>	<b>98.00</b>	<b>N/A</b>	<b>20</b>	<b>23</b>
6x4	390909	N	051572	N	106.00	N/A	22	25
<b>8x4</b>	<b>390916</b>	<b>N</b>	<b>051596</b>	<b>N</b>	<b>140.00</b>	<b>N/A</b>	<b>33</b>	<b>33</b>
8x6	391081	N	051619	N	149.00	N/A	30	35
<b>10x6</b>	<b>390985</b>	<b>N</b>	<b>051411</b>	<b>N</b>	<b>191.00</b>	<b>N/A</b>	<b>46</b>	<b>45</b>
10x8	391050	N	051435	N	213.00	N/A	47	50
<b>12x4</b>	<b>390992</b>	<b>N</b>	<b>051473</b>	<b>N</b>	<b>251.00</b>	<b>N/A</b>	<b>60</b>	<b>59</b>
12x6	391067	N	051497	N	255.00	N/A	54	60
<b>12x8</b>	<b>391074</b>	<b>N</b>	<b>051510</b>	<b>N</b>	<b>255.00</b>	<b>N/A</b>	<b>54</b>	<b>60</b>
12x10	391036	N	051459	N	276.00	N/A	55	65
<b>14x12</b>	<b>391357</b>	<b>N</b>			<b>414.00</b>	<b>N/A</b>	<b>92</b>	
16x6	391364	N	056980	N	599.00	N/A	93	133
<b>16x8</b>	<b>391371</b>	<b>N</b>	<b>057024</b>	<b>N</b>	<b>599.00</b>	<b>N/A</b>	<b>132</b>	<b>133</b>
16x10	391388	N	056881	N	581.00	N/A	126	129
<b>16x12</b>	<b>391104</b>	<b>N</b>	<b>056928</b>	<b>N</b>	<b>567.00</b>	<b>N/A</b>	<b>99</b>	<b>126</b>
16x14	391395	N			599.00	N/A	133	

**MJ C153 BARE****LP-5091 Tyler Union C153 Mechanical Joint Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ CROSS</b>								
3	346265	N	050735	N	157.00	265.00	31	33
<b>4x3</b>	<b>346258</b>	<b>N</b>	<b>050759</b>	<b>N</b>	<b>221.00</b>	<b>339.00</b>	<b>40</b>	<b>49</b>
4	292982	N	050742	N	257.00	385.00	45	57
<b>6x4</b>	<b>346241</b>	<b>N</b>	<b>050773</b>	<b>N</b>	<b>208.00</b>	<b>356.00</b>	<b>62</b>	<b>49</b>
6	292999	S	050766	N	349.00	517.00	77	82
<b>8x4</b>	<b>300823</b>	<b>N</b>	<b>050865</b>	<b>N</b>	<b>421.00</b>	<b>581.00</b>	<b>84</b>	<b>99</b>
8x6	293002	S	050872	N	306.00	486.00	98	72
<b>8</b>	<b>293019</b>	<b>S</b>	<b>050858</b>	<b>N</b>	<b>344.00</b>	<b>536.00</b>	<b>112</b>	<b>81</b>
10x4	346234	N	050650	N	417.00	609.00	98	98
<b>10x6</b>	<b>346227</b>	<b>N</b>	<b>050667</b>	<b>N</b>	<b>391.00</b>	<b>603.00</b>	<b>110</b>	<b>92</b>
10x8	346210	N	050674	N	485.00	709.00	135	114
<b>10</b>	<b>293026</b>	<b>N</b>	<b>050643</b>	<b>N</b>	<b>514.00</b>	<b>770.00</b>	<b>156</b>	<b>121</b>
12x4	346203	N	050704	N	425.00	633.00	115	100
<b>12x6</b>	<b>346197</b>	<b>S</b>	<b>050711</b>	<b>N</b>	<b>485.00</b>	<b>713.00</b>	<b>128</b>	<b>114</b>
12x8	293033	N	050728	N	561.00	801.00	162	132
<b>12x10</b>	<b>346180</b>	<b>N</b>	<b>050698</b>	<b>N</b>	<b>884.00</b>	<b>1156.00</b>	<b>180</b>	<b>208</b>
12	293040	N	050681	N	884.00	1172.00	206	208
<b>14x6</b>	<b>346173</b>	<b>N</b>	<b>056058</b>	<b>N</b>	<b>936.00</b>	<b>1236.00</b>	<b>210</b>	<b>208</b>
14x8	346166	N	056065	N	1125.00	1437.00	231	250
<b>14x10</b>	<b>346159</b>	<b>N</b>			<b>1148.00</b>	<b>1492.00</b>	<b>255</b>	
14x12	346142	N			1211.00	1571.00	269	
<b>14</b>	<b>293057</b>	<b>N</b>	<b>056041</b>	<b>N</b>	<b>1346.00</b>	<b>1778.00</b>	<b>299</b>	<b>299</b>
16x6	346135	N	056102	N	1125.00	1471.00	246	250
<b>16x8</b>	<b>346128</b>	<b>N</b>	<b>056119</b>	<b>N</b>	<b>1301.00</b>	<b>1659.00</b>	<b>261</b>	<b>289</b>
16x10	346111	N	056089	N	1553.00	1943.00	296	345
<b>16x12</b>	<b>346104</b>	<b>N</b>	<b>056096</b>	<b>N</b>	<b>1787.00</b>	<b>2193.00</b>	<b>312</b>	<b>397</b>
16	293064	N	056072	N	2601.00	3125.00	457	578
24				N	4793.00	5953.00		913
<b>30</b>		<b>N</b>	<b>093343</b>	<b>N</b>	<b>10120.00</b>	<b>13168.00</b>	<b>1840</b>	<b>1840</b>
36		N	093374	N	14603.00	18399.00	2655	2655
<b>48x42</b>				<b>N</b>	<b>28800.00</b>	<b>37162.00</b>		<b>4800</b>

**SWIVELxSOLID HYDRANT ADAPTER With Swivel Gland**

6x13	348979	N		N	200.00	N/A	52	47
<b>6x18</b>	<b>347415</b>	<b>N</b>		<b>N</b>	<b>247.00</b>	<b>N/A</b>	<b>59</b>	<b>58</b>
6x24	347408	N		N	293.00	N/A	75	69
<b>8x12</b>	<b>390664</b>	<b>N</b>			<b>298.00</b>	<b>N/A</b>	<b>70</b>	

**SWIVELxSWIVEL HYDRANT ADAPTER With Swivel Gland**

6x12	390671	N			196.00	N/A	46	
6x18	390688	N			285.00	N/A	67	
6x24	390695	N			289.00	N/A	68	

**SWIVELxSWIVEL HYDRANT ELL**

6	347392	N		N	310.00	N/A	71	73
---	--------	---	--	---	--------	-----	----	----

**MJ C110 BARE****Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>90° (1/4) MJ BEND</b>								
2	288312	N			85.00	129.00	13	
3	<b>288329</b>	<b>N</b>	<b>058717</b>	<b>N</b>	<b>166.00</b>	<b>228.00</b>	<b>26</b>	<b>35</b>
4	288336	S	058809	N	248.00	328.00	53	55
6	<b>288343</b>	<b>S</b>	<b>058854</b>	<b>N</b>	<b>370.00</b>	<b>486.00</b>	<b>85</b>	<b>85</b>
8	288350	S	058939	N	531.00	687.00	125	125
10	<b>288367</b>	<b>S</b>	<b>058557</b>	<b>N</b>	<b>808.00</b>	<b>1000.00</b>	<b>190</b>	<b>190</b>
12	288374	S	058632	N	1084.00	1320.00	255	255
14	<b>288381</b>	<b>N</b>	<b>060932</b>	<b>N</b>	<b>1530.00</b>	<b>1852.00</b>	<b>380</b>	<b>340</b>
16	288398	N	060994	N	1935.00	2391.00	490	430
18	<b>346449</b>	<b>N</b>	<b>061090</b>	<b>N</b>	<b>2725.00</b>	<b>3383.00</b>	<b>602</b>	<b>545</b>
20	288404	N	061168	N	3400.00	4256.00	862	680
24	<b>298328</b>	<b>N</b>	<b>061250</b>	<b>N</b>	<b>5360.00</b>	<b>6568.00</b>	<b>1215</b>	<b>1025</b>
30	298335	N	087113	N	10137.00	11859.00	1942	1690
36	<b>129936</b>	<b>N</b>	<b>087199</b>	<b>N</b>	<b>13823.00</b>	<b>16853.00</b>	<b>2629</b>	<b>2475</b>
42			105732	N	20328.00	25222.00		3410
48			<b>105749</b>	<b>N</b>	<b>27570.00</b>	<b>33414.00</b>		<b>4595</b>

**90° (1/4) BASE BEND**

4		N			CALL		65	
6		N			CALL		105	
8		N			CALL		165	
10		N			CALL		235	
12		N			CALL		320	
14		N			CALL		410	
16		N			CALL		505	
18		N			CALL		660	
20		N			CALL		800	
24		N			CALL		1155	

**45° (1/8) MJ BEND**

2	288589	N			85.00	129.00	13	
3	<b>288596</b>	<b>N</b>	<b>058694</b>	<b>N</b>	<b>143.00</b>	<b>205.00</b>	<b>28</b>	<b>30</b>
4	288602	S	058793	N	225.00	305.00	50	50
6	<b>288619</b>	<b>S</b>	<b>058847</b>	<b>N</b>	<b>319.00</b>	<b>435.00</b>	<b>75</b>	<b>75</b>
8	288626	S	058915	N	468.00	624.00	110	110
10	<b>288633</b>	<b>N</b>	<b>058533</b>	<b>N</b>	<b>659.00</b>	<b>851.00</b>	<b>155</b>	<b>155</b>
12	288640	S	058618	N	914.00	1150.00	215	215
14	<b>372738</b>	<b>N</b>	<b>060925</b>	<b>N</b>	<b>1215.00</b>	<b>1537.00</b>	<b>311</b>	<b>270</b>
16	288664	S	060970	N	1638.00	2094.00	380	340
18	<b>346364</b>	<b>N</b>	<b>061083</b>	<b>N</b>	<b>2100.00</b>	<b>2758.00</b>	<b>531</b>	<b>420</b>
20	346357	S	061151	N	2650.00	3506.00	606	530
24	<b>298144</b>	<b>S</b>	<b>061236</b>	<b>N</b>	<b>3701.00</b>	<b>4909.00</b>	<b>865</b>	<b>755</b>
30	288671	N	087090	N	7981.00	9703.00	1447	1380
36	<b>373322</b>	<b>N</b>	<b>087182</b>	<b>N</b>	<b>11968.00</b>	<b>14998.00</b>	<b>2435</b>	<b>2095</b>
42			105756	N	17730.00	22624.00		2955
48			<b>105763</b>	<b>N</b>	<b>24480.00</b>	<b>30324.00</b>		<b>4080</b>

**MJ C110 BARE****LP-5091 Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>22½° (1/16) MJ BEND</b>								
3	288787	N	058670	N	143.00	205.00	30	30
4	<b>288794</b>	<b>N</b>	<b>058779</b>	<b>N</b>	<b>225.00</b>	<b>305.00</b>	<b>50</b>	<b>50</b>
6	288800	N	058830	N	319.00	435.00	71	75
8	<b>288817</b>	<b>S</b>	<b>058908</b>	<b>N</b>	<b>468.00</b>	<b>624.00</b>	<b>110</b>	<b>110</b>
10	288824	N	058519	N	680.00	872.00	160	160
12	<b>288831</b>	<b>N</b>	<b>058595</b>	<b>N</b>	<b>935.00</b>	<b>1171.00</b>	<b>221</b>	<b>220</b>
14	372721	N	060918	N	1238.00	1560.00	300	275
16	<b>288855</b>	<b>N</b>	<b>060956</b>	<b>N</b>	<b>1553.00</b>	<b>2009.00</b>	<b>391</b>	<b>345</b>
18	346340	N	061076	N	2150.00	2808.00	527	430
20	<b>328834</b>	<b>N</b>	<b>061144</b>	<b>N</b>	<b>3025.00</b>	<b>3881.00</b>	<b>605</b>	<b>535</b>
24	328827	N	061229	N	4016.00	5224.00	880	765
30	<b>288862</b>	<b>N</b>	<b>087076</b>	<b>N</b>	<b>7687.00</b>	<b>9409.00</b>	<b>1898</b>	<b>1400</b>
36	130062	N	087175	N	11664.00	14694.00	2372	2135
42			<b>105770</b>	<b>N</b>	<b>18120.00</b>	<b>23014.00</b>		<b>3020</b>
48			105787	N	25020.00	30864.00		4170

**11¼° (1/32) MJ BEND**

3	350477	N	058656	N	147.00	209.00	30	30
4	<b>288930</b>	<b>N</b>	<b>058755</b>	<b>N</b>	<b>225.00</b>	<b>305.00</b>	<b>49</b>	<b>50</b>
6	288947	N	058823	N	319.00	435.00	65	75
8	<b>288954</b>	<b>N</b>	<b>058892</b>	<b>N</b>	<b>468.00</b>	<b>624.00</b>	<b>104</b>	<b>110</b>
10	288961	N	058496	N	680.00	872.00	160	160
12	<b>288978</b>	<b>N</b>	<b>058571</b>	<b>N</b>	<b>935.00</b>	<b>1171.00</b>	<b>221</b>	<b>220</b>
14	372714	N	060895	N	1238.00	1560.00	305	275
16	<b>288992</b>	<b>N</b>	<b>060949</b>	<b>N</b>	<b>1530.00</b>	<b>1986.00</b>	<b>391</b>	<b>345</b>
18	346333	N	061069	N	2150.00	2808.00	525	430
20	<b>328810</b>	<b>N</b>	<b>061137</b>	<b>N</b>	<b>3050.00</b>	<b>3906.00</b>	<b>605</b>	<b>540</b>
24	328780	N	061212	N	4001.00	5209.00	996	770
30	<b>350484</b>	<b>N</b>	<b>087052</b>	<b>N</b>	<b>7736.00</b>	<b>9458.00</b>	<b>1410</b>	<b>1410</b>
36	134558	N	087168	N	11883.00	14913.00	2397	2145
42			<b>105794</b>	<b>N</b>	<b>18210.00</b>	<b>23104.00</b>		<b>3035</b>
48			106005	N	25140.00	30984.00		4190

**90° MJxPE BEND**

3	101963	N	058731	N	166.00	197.00	32	35
4	<b>028239</b>		<b>106012</b>	<b>N</b>	<b>207.00</b>	<b>247.00</b>	<b>47</b>	<b>50</b>
6	100669	N	058885	N	340.00	398.00	80	80
8	<b>030058</b>	<b>N</b>	<b>058977</b>	<b>N</b>	<b>587.00</b>	<b>665.00</b>	<b>119</b>	<b>120</b>
10		N	106029	N	808.00	904.00	181	190
12	<b>111528</b>		<b>106036</b>	<b>N</b>	<b>1084.00</b>	<b>1202.00</b>	<b>252</b>	<b>255</b>
16	135098	N	061052	N	1845.00	2073.00	470	410
18	<b>100461</b>	<b>N</b>	<b>061120</b>	<b>N</b>	<b>2600.00</b>	<b>2929.00</b>	<b>600</b>	<b>520</b>
20	100485	N	061205	N	3250.00	3678.00	775	650
24	<b>100508</b>	<b>N</b>	<b>061335</b>	<b>N</b>	<b>5171.00</b>	<b>5775.00</b>	<b>1301</b>	<b>985</b>
30	102045	N	087151	N	8718.00	9579.00	1920	1585
36	<b>134572</b>	<b>N</b>	<b>087236</b>	<b>N</b>	<b>12705.00</b>	<b>14220.00</b>	<b>2310</b>	<b>2310</b>

**MJ C110 BARE****Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>45° MJxPE BEND</b>								
4	056607	N	058816	N	212.00	252.00	45	45
6	<b>100683</b>	<b>N</b>	<b>058878</b>	<b>N</b>	<b>289.00</b>	<b>347.00</b>	<b>70</b>	<b>70</b>
8	111535	N	106043	N	497.00	575.00	111	105
10		<b>N</b>	<b>106050</b>	<b>N</b>	<b>714.00</b>	<b>810.00</b>	<b>167</b>	<b>155</b>
12	111511	N	106067	N	914.00	1032.00	218	215
14		<b>N</b>			<b>1190.00</b>	<b>1351.00</b>	<b>280</b>	
16	<b>100300</b>	<b>N</b>	<b>061038</b>	<b>N</b>	<b>1440.00</b>	<b>1668.00</b>	<b>360</b>	<b>320</b>
18	135111	N	061113	N	1975.00	2304.00	455	395
20	<b>135135</b>	<b>N</b>	<b>061199</b>	<b>N</b>	<b>2500.00</b>	<b>2928.00</b>	<b>664</b>	<b>500</b>
24	100522	N	061311	N	3754.00	4358.00	825	715
30	<b>102069</b>	<b>N</b>	<b>087144</b>	<b>N</b>	<b>7013.00</b>	<b>7874.00</b>	<b>1510</b>	<b>1275</b>
36	134596	N	087229	N	10615.00	12130.00	1930	1930
<b>22½° MJxPE BEND</b>								
6	100706	N	058861	N	298.00	356.00	66	70
8	<b>102021</b>	<b>N</b>	<b>058953</b>	<b>N</b>	<b>442.00</b>	<b>520.00</b>	<b>109</b>	<b>105</b>
10		N	106074	N	680.00	776.00	163	160
12		<b>N</b>	<b>106081</b>	<b>N</b>	<b>935.00</b>	<b>1053.00</b>	<b>224</b>	<b>220</b>
14				N	1211.00	1371.00	285	
16	100362	N	061014	N	1463.00	1691.00	360	325
18	<b>100447</b>	<b>N</b>	<b>061106</b>	<b>N</b>	<b>2025.00</b>	<b>2354.00</b>	<b>455</b>	<b>405</b>
20	135159	N	061175	N	2525.00	2953.00	575	505
24	<b>100546</b>	<b>N</b>	<b>061298</b>	<b>N</b>	<b>3806.00</b>	<b>4410.00</b>	<b>840</b>	<b>725</b>
30	102083	N	087137	N	7700.00	8561.00	1540	1400
36	<b>134619</b>	<b>N</b>	<b>087212</b>	<b>N</b>	<b>10835.00</b>	<b>12350.00</b>	<b>1970</b>	<b>1970</b>
<b>11¼° MJxPE BEND</b>								
4		N			CALL		45	
6		<b>N</b>			<b>CALL</b>		<b>70</b>	
8		N			CALL		105	
10		<b>N</b>			<b>CALL</b>		<b>160</b>	
12		N			CALL		220	
14		<b>N</b>			<b>CALL</b>		<b>285</b>	
16		N			CALL		438	
18		<b>N</b>			<b>CALL</b>		<b>455</b>	
20		N			CALL		585	
24	100560	N	061274	N	3833.00	4437.00	972	730
30	<b>135371</b>	<b>N</b>	<b>087120</b>	<b>N</b>	<b>7178.00</b>	<b>8039.00</b>	<b>1305</b>	<b>1305</b>
36	134633	N	087205	N	10890.00	12405.00	2185	1980
<b>90° MJxFE BEND</b>								
4		N			230.00	270.00	51	
6	457404	N			319.00	377.00	75	
8	451006	N			500.00	578.00	118	
10	456605	N			714.00	810.00	168	
12	457374	N			1224.00	1342.00	288	
16	135173	N			2093.00	2321.00	465	
18	<b>100423</b>	<b>N</b>			<b>2600.00</b>	<b>2929.00</b>	<b>520</b>	
24	100584	N			6038.00	6466.00	1150	

**MJ C110 BARE****LP-5091 Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>45° MJxFE BEND</b>								
4		N			189.00	229.00	42	
6	457398	N			299.00	357.00	69	
<b>8</b>		<b>N</b>			<b>455.00</b>	<b>533.00</b>	<b>107</b>	
10	457220	N			714.00	810.00	168	
12	451211	N			914.00	1032.00	215	
16	100324	N			1620.00	1848.00	360	
<b>18</b>	<b>100409</b>	<b>N</b>			<b>2150.00</b>	<b>2479.00</b>	<b>430</b>	
<b>20</b>	<b>028338</b>	<b>N</b>			<b>3072.00</b>	<b>3500.00</b>	<b>614</b>	
24	100607	N			4583.00	5187.00	873	
<b>22½° MJxFE BEND</b>								
6		N			255.00	313.00	60	
8	457411	N			455.00	533.00	107	
10	457336	N			659.00	755.00	155	
12	457893	N			1046.00	1164.00	215	
16	135197	N			1418.00	1646.00	315	
<b>18</b>	<b>135210</b>	<b>N</b>			<b>2110.00</b>	<b>2439.00</b>	<b>422</b>	
24	100621	N			4253.00	4857.00	810	
<b>11¼° MJxFE BEND</b>								
6		N			302.00	360.00	71	
8	451044	N			446.00	524.00	105	
12	457367	N			914.00	1032.00	215	
16	100348	N			1652.00	1880.00	360	
<b>18</b>	<b>100386</b>	<b>N</b>			<b>1950.00</b>	<b>2279.00</b>	<b>390</b>	
24	100645	N			4253.00	4857.00	810	
<b>MJ TEE</b>								
2	346326	N			143.00	209.00	22	
<b>3x2</b>	<b>346319</b>	<b>N</b>		<b>N</b>	<b>214.00</b>	<b>298.00</b>	<b>45</b>	<b>45</b>
3	289067	N	060390	N	261.00	354.00	55	55
<b>4x2</b>	<b>289074</b>	<b>N</b>			<b>279.00</b>	<b>381.00</b>	<b>62</b>	
4x3	289081	N	060437	N	338.00	449.00	77	75
<b>4</b>	<b>289098</b>	<b>S</b>	<b>060413</b>	<b>N</b>	<b>360.00</b>	<b>480.00</b>	<b>78</b>	<b>80</b>
4x4x6	346302	N			504.00	642.00	115	
<b>6x2</b>	<b>346296</b>	<b>N</b>			<b>485.00</b>	<b>623.00</b>	<b>78</b>	
6x3	289104	N	060475	N	468.00	615.00	106	110
<b>6x4</b>	<b>289111</b>	<b>N</b>	<b>060482</b>	<b>N</b>	<b>489.00</b>	<b>645.00</b>	<b>110</b>	<b>115</b>
6	289128	S	060451	N	531.00	705.00	119	125
<b>6x6x8</b>	<b>347064</b>	<b>N</b>			<b>672.00</b>	<b>866.00</b>	<b>185</b>	
8x3	289135	N			659.00	846.00	155	
<b>8x4</b>	<b>289142</b>	<b>N</b>	<b>060529</b>	<b>N</b>	<b>701.00</b>	<b>851.00</b>	<b>165</b>	<b>165</b>
8x6	289159	S	060550	N	744.00	958.00	175	175
<b>8</b>	<b>289166</b>	<b>S</b>	<b>060505</b>	<b>N</b>	<b>786.00</b>	<b>1020.00</b>	<b>185</b>	<b>185</b>
10x4		N			999.00	1231.00	235	
10x6	289180	N	060116	N	1063.00	1295.00	258	250
<b>10x8</b>	<b>289197</b>	<b>N</b>	<b>060178</b>	<b>N</b>	<b>1118.00</b>	<b>1388.00</b>	<b>260</b>	<b>260</b>
10	289203	S	060086	N	1318.00	1606.00	310	310
<b>12x4</b>	<b>289210</b>	<b>N</b>	<b>060277</b>	<b>N</b>	<b>1339.00</b>	<b>1615.00</b>	<b>318</b>	<b>315</b>
12x6	289227	N	060314	N	1381.00	1675.00	325	325
<b>12x8</b>	<b>289234</b>	<b>N</b>	<b>060352</b>	<b>N</b>	<b>1445.00</b>	<b>2245.00</b>	<b>335</b>	<b>340</b>

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

155

Confidential

McWane-014396

CX 2358-155

**MJ C110 BARE****Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ TEE (Cont')</b>								
12x10	289241	N	060253	N	1658.00	1990.00	392	396
<b>12</b>	<b>289258</b>	<b>S</b>	<b>060215</b>	<b>N</b>	<b>1743.00</b>	<b>2097.00</b>	<b>410</b>	<b>410</b>
14x4		N			CALL		470	
<b>14x6</b>		<b>N</b>			<b>CALL</b>		<b>485</b>	
14x8		N			CALL		500	
<b>14x10</b>		<b>N</b>			<b>CALL</b>		<b>515</b>	
14x12		N			CALL		540	
<b>14</b>		<b>N</b>			<b>CALL</b>		<b>585</b>	
16x4	289326	N			2700.00	3196.00	600	
<b>16x6</b>	<b>289333</b>	<b>N</b>	<b>086567</b>	<b>N</b>	<b>2430.00</b>	<b>2944.00</b>	<b>615</b>	<b>540</b>
16x8	289340	N	086598	N	2475.00	3009.00	625	550
<b>16x10</b>	<b>289357</b>	<b>N</b>	<b>086529</b>	<b>N</b>	<b>2565.00</b>	<b>3117.00</b>	<b>645</b>	<b>570</b>
16x12	289364	N	086536	N	2655.00	3229.00	715	590
<b>16x14</b>		<b>N</b>			<b>CALL</b>		<b>710</b>	
<b>16</b>	<b>289371</b>	<b>N</b>	<b>086505</b>	<b>N</b>	<b>2925.00</b>	<b>3609.00</b>	<b>740</b>	<b>650</b>
18x6	289388	N	086680	N	2950.00	3666.00	670	590
<b>18x8</b>	<b>347002</b>	<b>N</b>	<b>086703</b>	<b>N</b>	<b>3025.00</b>	<b>3761.00</b>	<b>674</b>	<b>605</b>
18x10		N			CALL		700	
18x12	289395	N	086659	N	3200.00	3976.00	715	640
<b>18x14</b>		<b>N</b>			<b>CALL</b>		<b>865</b>	
18x16		N			CALL		996	
<b>18</b>	<b>346999</b>	<b>N</b>	<b>086611</b>	<b>N</b>	<b>4100.00</b>	<b>5087.00</b>	<b>945</b>	<b>820</b>
20x6	346982	N	086765	N	3360.00	4274.00	830	725
<b>20x8</b>	<b>346975</b>	<b>N</b>	<b>086772</b>	<b>N</b>	<b>3360.00</b>	<b>4294.00</b>	<b>845</b>	<b>735</b>
20x10		N			CALL		860	
20x12	346968	N	086741	N	3869.00	4843.00	875	910
<b>20x16</b>	<b>346951</b>	<b>N</b>	<b>086758</b>	<b>N</b>	<b>4725.00</b>	<b>5809.00</b>	<b>1095</b>	<b>945</b>
20	289401	N	086727	N	5320.00	6604.00	1258	1020
<b>24x6</b>	<b>346944</b>	<b>N</b>	<b>086871</b>	<b>N</b>	<b>4961.00</b>	<b>6227.00</b>	<b>1233</b>	<b>985</b>
24x8	346937	N	086895	N	5250.00	6536.00	1234	1000
<b>24x10</b>		<b>N</b>			<b>CALL</b>		<b>860</b>	
<b>24x12</b>	<b>350712</b>	<b>N</b>	<b>086819</b>	<b>N</b>	<b>5408.00</b>	<b>6734.00</b>	<b>1185</b>	<b>1030</b>
24x14	346913	N	086833	N	5539.00	6908.00	1220	1055
<b>24x16</b>	<b>298137</b>	<b>N</b>	<b>086840</b>	<b>N</b>	<b>5644.00</b>	<b>7080.00</b>	<b>1245</b>	<b>1075</b>
24x18	346906	N	086857	N	7350.00	8887.00	1660	1400
<b>24x20</b>	<b>346890</b>	<b>N</b>	<b>086864</b>	<b>N</b>	<b>7613.00</b>	<b>9249.00</b>	<b>1720</b>	<b>1450</b>
24	346883	N	086796	N	9529.00	11341.00	1947	1535
<b>30x6</b>	<b>346876</b>	<b>N</b>	<b>087632</b>	<b>N</b>	<b>9323.00</b>	<b>11103.00</b>	<b>2050</b>	<b>1730</b>
30x8	346869	N	087649	N	9416.00	11216.00	2060	1745
<b>30x10</b>	<b>346852</b>	<b>N</b>	<b>087571</b>	<b>N</b>	<b>10065.00</b>	<b>11883.00</b>	<b>2075</b>	<b>1830</b>
30x12	346845	N	087588	N	9592.00	11432.00	2090	1865
<b>30x16</b>	<b>289418</b>	<b>N</b>	<b>087595</b>	<b>N</b>	<b>10010.00</b>	<b>11960.00</b>	<b>2145</b>	<b>1820</b>
30x18	346838	N	087601	N	10148.00	12199.00	2170	1845
<b>30x20</b>	<b>346821</b>	<b>N</b>	<b>087618</b>	<b>N</b>	<b>9587.00</b>	<b>11737.00</b>	<b>2205</b>	<b>1875</b>
30x24	346814	N	087625	N	13200.00	15526.00	2880	2400
<b>30</b>	<b>289425</b>	<b>N</b>	<b>087564</b>	<b>N</b>	<b>14273.00</b>	<b>16856.00</b>	<b>2275</b>	<b>2595</b>
36x6	100201	N	087779	N	13701.00	16789.00	3684	2520
<b>36x8</b>	<b>134657</b>	<b>N</b>	<b>087793</b>	<b>N</b>	<b>13701.00</b>	<b>16809.00</b>	<b>2816</b>	<b>2520</b>
36x10	134671	N	087663	N	14355.00	17481.00	2535	2535
<b>36x12</b>	<b>134695</b>	<b>N</b>	<b>087670</b>	<b>N</b>	<b>13833.00</b>	<b>16981.00</b>	<b>2550</b>	<b>2550</b>
36x14	134718	N	087694	N	14135.00	17326.00	2570	2570
<b>36x16</b>	<b>134732</b>	<b>N</b>	<b>087717</b>	<b>N</b>	<b>14065.00</b>	<b>17323.00</b>	<b>2585</b>	<b>2585</b>

**MJ C110 BARE****LP-5091 Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ TEE (Con't)</b>								
36x18	134756	N	087731	N	14355.00	17714.00	2610	2610
<b>36x20</b>	<b>134770</b>	<b>N</b>	<b>087748</b>	<b>N</b>	<b>14493.00</b>	<b>17951.00</b>	<b>2635</b>	<b>2635</b>
36x24	134794	N	087755	N	14795.00	18429.00	2792	2690
<b>36x30</b>	<b>134817</b>	<b>N</b>	<b>087762</b>	<b>N</b>	<b>19498.00</b>	<b>23389.00</b>	<b>3545</b>	<b>3545</b>
36	134831	N	087656	N	19473.00	24018.00	3450	3745
42x16			454793	N	21570.00	26692.00		3595
<b>42x24</b>			<b>106098</b>	<b>N</b>	<b>22140.00</b>	<b>27638.00</b>		<b>3690</b>
42x30			106104	N	27900.00	33655.00		4650
<b>42x36</b>			<b>106111</b>	<b>N</b>	<b>36450.00</b>	<b>42859.00</b>		<b>4880</b>
42			106128	N	37920.00	45261.00		6320
<b>48x24</b>			<b>106135</b>	<b>N</b>	<b>29970.00</b>	<b>36418.00</b>		<b>4995</b>
48x30			106142	N	30840.00	37545.00		5140
<b>48x36</b>			<b>106159</b>	<b>N</b>	<b>37680.00</b>	<b>45039.00</b>		<b>6280</b>
48x42			106166	N	48780.00	57071.00		8130
<b>48</b>			<b>106173</b>	<b>N</b>	<b>50520.00</b>	<b>59286.00</b>		<b>8420</b>

**MJxPExMJ TEE**

4	457800	N			338.00	418.00	75	
<b>6x4</b>		<b>N</b>			<b>CALL</b>		<b>110</b>	
6	289463	N			510.00	626.00	120	
<b>8x6</b>	<b>111641</b>	<b>N</b>			<b>423.00</b>	<b>559.00</b>	<b>170</b>	
8	111634	N		N	748.00	904.00	180	176
<b>10x4</b>		<b>N</b>			<b>CALL</b>		<b>235</b>	
<b>10x6</b>		<b>N</b>			<b>CALL</b>		<b>250</b>	
<b>10x8</b>		<b>N</b>			<b>CALL</b>		<b>260</b>	
<b>10</b>	<b>052418</b>	<b>N</b>			<b>1342.00</b>	<b>1534.00</b>	<b>316</b>	
<b>12x4</b>	<b>457770</b>	<b>N</b>			<b>1339.00</b>	<b>1497.00</b>	<b>315</b>	
12x6	457251	N			1381.00	1557.00	325	
<b>12x8</b>	<b>451075</b>	<b>S</b>			<b>1445.00</b>	<b>1641.00</b>	<b>340</b>	
12x10	457763	N			1658.00	1872.00	390	
<b>12</b>	<b>111627</b>	<b>N</b>			<b>1743.00</b>	<b>1979.00</b>	<b>410</b>	
<b>14x6</b>		<b>N</b>			<b>CALL</b>		<b>470</b>	
14x8		N			CALL		480	
<b>14x10</b>		<b>N</b>			<b>CALL</b>		<b>500</b>	
14x12		N			CALL		525	
<b>14</b>		<b>N</b>			<b>CALL</b>		<b>599</b>	
16x4		N			CALL		580	
<b>16x8</b>		<b>N</b>			<b>CALL</b>		<b>605</b>	
16x10		N			CALL		625	
<b>16x12</b>		<b>N</b>			<b>CALL</b>		<b>640</b>	
16x14		N			CALL		690	
<b>16</b>		<b>N</b>			<b>CALL</b>		<b>720</b>	
<b>18x6</b>		<b>N</b>			<b>CALL</b>		<b>645</b>	
18x8		N			CALL		655	
18x10		N			CALL		670	
<b>18x12</b>		<b>N</b>			<b>CALL</b>		<b>685</b>	
18x14		N			CALL		840	
<b>18x16</b>		<b>N</b>			<b>CALL</b>		<b>880</b>	
18		N			CALL		900	
<b>20x6</b>		<b>N</b>			<b>CALL</b>		<b>800</b>	
20x8		N			CALL		845	
<b>20x10</b>		<b>N</b>			<b>CALL</b>		<b>825</b>	
20x12		N			CALL		870	

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

157

Confidential

McWane-014398

CX 2358-157

**MJ C110 BARE****Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJxPExMJ TEE (Con't)</b>								
<b>20x14</b>		<b>N</b>			<b>CALL</b>		<b>875</b>	
20x16		N			CALL		1060	
<b>20x18</b>		<b>N</b>			<b>CALL</b>		<b>1110</b>	
20		N			CALL		1155	
<b>24x6</b>		<b>N</b>			<b>CALL</b>		<b>1105</b>	
24x8		N			CALL		1115	
24x10		N			CALL		1130	
<b>24x12</b>		<b>N</b>			<b>CALL</b>		<b>1145</b>	
24x14		N			CALL		1180	
<b>24x16</b>		<b>N</b>			<b>CALL</b>		<b>1200</b>	
24x18		N			CALL		1615	
<b>24x20</b>		<b>N</b>			<b>CALL</b>		<b>1680</b>	
24		N			CALL		1733	
<b>30x6</b>		<b>N</b>			<b>CALL</b>		<b>1615</b>	
30x8		N			CALL		1630	
<b>30x10</b>		<b>N</b>			<b>CALL</b>		<b>1645</b>	
30x12		N			CALL		1665	
<b>30x14</b>		<b>N</b>			<b>CALL</b>		<b>1685</b>	
30x16		N			CALL		1705	
<b>30x18</b>		<b>N</b>			<b>CALL</b>		<b>1730</b>	
30x20		N			CALL		1760	
<b>30x24</b>		<b>N</b>			<b>CALL</b>		<b>2280</b>	
30		N			CALL		2600	

**MJxFE TEE**

4x2	346807	N			219.00	281.00	49	
<b>4x3</b>		<b>N</b>			<b>315.00</b>	<b>395.00</b>	<b>49</b>	
<b>4</b>	<b>346791</b>	<b>N</b>	<b>060420</b>	<b>N</b>	<b>401.00</b>	<b>481.00</b>	<b>76</b>	<b>89</b>
6x4	346760	N	060499	N	485.00	601.00	109	129
<b>6</b>	<b>346753</b>	<b>N</b>	<b>060468</b>	<b>N</b>	<b>514.00</b>	<b>630.00</b>	<b>115</b>	<b>140</b>
8x4	346746	N	060536	N	744.00	900.00	150	159
<b>8x6</b>	<b>346739</b>	<b>N</b>	<b>060574</b>	<b>N</b>	<b>744.00</b>	<b>900.00</b>	<b>160</b>	<b>195</b>
8	346722	N	060512	N	769.00	925.00	194	175
<b>10x4</b>	<b>346715</b>	<b>N</b>	<b>060093</b>	<b>N</b>	<b>973.00</b>	<b>1165.00</b>	<b>229</b>	<b>229</b>
10x6	346708	N	060130	N	944.00	1136.00	264	222
<b>10x8</b>	<b>346692</b>	<b>N</b>	<b>060192</b>	<b>N</b>	<b>1063.00</b>	<b>1255.00</b>	<b>245</b>	<b>250</b>
10		N			CALL		300	
12x4	346685	N	060291	N	1313.00	1549.00	323	309
<b>12x6</b>	<b>289562</b>	<b>N</b>	<b>060338</b>	<b>N</b>	<b>1488.00</b>	<b>1724.00</b>	<b>315</b>	<b>336</b>
12x8	346678	N	060376	N	1403.00	1639.00	372	330
<b>12x10</b>		<b>N</b>			<b>CALL</b>		<b>300</b>	
<b>12</b>	<b>346661</b>	<b>N</b>	<b>060239</b>	<b>N</b>	<b>1700.00</b>	<b>1936.00</b>	<b>405</b>	<b>400</b>
16x4	346654	N	086550	N	2561.00	3017.00	590	575
<b>16x6</b>	<b>346647</b>	<b>N</b>	<b>086574</b>	<b>N</b>	<b>2088.00</b>	<b>2544.00</b>	<b>605</b>	<b>605</b>
16x8	346630	N	086604	N	2768.00	3224.00	615	615
16x12	346623	N	086543	N	2925.00	3381.00	651	650
<b>16</b>	<b>346616</b>	<b>N</b>	<b>086512</b>	<b>N</b>	<b>3285.00</b>	<b>3741.00</b>	<b>730</b>	<b>730</b>
18x6	346609	N	086697	N	3325.00	3983.00	707	665
<b>18x8</b>	<b>346593</b>	<b>N</b>	<b>086710</b>	<b>N</b>	<b>3375.00</b>	<b>4033.00</b>	<b>675</b>	<b>675</b>
18x12	346586	N	086673	N	3525.00	4183.00	705	705
<b>18</b>	<b>346562</b>	<b>N</b>	<b>086635</b>	<b>N</b>	<b>4575.00</b>	<b>5233.00</b>	<b>875</b>	<b>915</b>
20x8	346548	N	086789	N	4175.00	5031.00	835	835

**MJ C110 BARE****LP-5091 Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	---------------------	--------------------	------------------------

**MJxFE TEE (Con't)**

<b>20</b>	<b>346517</b>	<b>N</b>	<b>086734</b>	<b>N</b>	<b>5825.00</b>	<b>6681.00</b>	<b>1165</b>	<b>1165</b>
24x6	346500	N	086888	N	5906.00	7114.00	1125	1125
<b>24x8</b>	<b>346494</b>	<b>N</b>	<b>086901</b>	<b>N</b>	<b>5985.00</b>	<b>7193.00</b>	<b>1242</b>	<b>1140</b>
24x12	135234	N	086826	N	6116.00	7324.00	1165	1165
<b>24</b>	<b>346470</b>	<b>N</b>	<b>086802</b>	<b>N</b>	<b>6946.00</b>	<b>8154.00</b>	<b>1795</b>	<b>1795</b>
30	346456	N			16940.00	18662.00	3080	
<b>36x6</b>	<b>134855</b>	<b>N</b>	<b>087786</b>	<b>N</b>	<b>12936.00</b>	<b>15966.00</b>	<b>2430</b>	<b>2430</b>
36x12	134879	N			14025.00	17055.00	2550	
<b>36x16</b>	<b>134893</b>	<b>N</b>			<b>13475.00</b>	<b>16505.00</b>	<b>2450</b>	
36x24	134916	N			14630.00	17660.00	2660	

**MJxSWIVEL TEE (with Swivel Gland)**

6	347606	N			638.00	754.00	141	
<b>8x6</b>	<b>347590</b>	<b>N</b>			<b>846.00</b>	<b>1002.00</b>	<b>191</b>	
8	347583	N			893.00	1049.00	210	
<b>10x6</b>	<b>347576</b>	<b>N</b>	<b>060154</b>	<b>N</b>	<b>1254.00</b>	<b>1446.00</b>	<b>267</b>	<b>295</b>
12x6	350644	N			1469.00	1705.00	346	
<b>12x8</b>		<b>N</b>			<b>CALL</b>		<b>360</b>	
14x6		N			CALL		504	
<b>16x6</b>	<b>347569</b>	<b>N</b>	<b>086581</b>	<b>N</b>	<b>2498.00</b>	<b>2954.00</b>	<b>629</b>	<b>555</b>
16x8	347552	N			2921.00	3377.00	649	
<b>18x6</b>		<b>N</b>			<b>CALL</b>		<b>754</b>	
20x6		N			CALL		829	
<b>24x6</b>		<b>N</b>			<b>CALL</b>		<b>1134</b>	
<b>30x6</b>	<b>347545</b>	<b>N</b>			<b>11385.00</b>	<b>13107.00</b>	<b>2070</b>	
36x6		N		N	13860.00	16890.00		2520

**MJ BASE TEE**

4		N			CALL		90	
<b>6</b>		<b>N</b>			<b>CALL</b>		<b>140</b>	
8		N			CALL		215	
<b>10</b>		<b>N</b>			<b>CALL</b>		<b>340</b>	
12		N			CALL		455	
<b>14</b>		<b>N</b>			<b>CALL</b>		<b>635</b>	
16		N			CALL		790	
<b>18</b>		<b>N</b>			<b>CALL</b>		<b>895</b>	
20		N			CALL		1095	
<b>24</b>		<b>N</b>			<b>CALL</b>		<b>1615</b>	
30		N			CALL		2715	

**SWIVELxSWIVEL HYDRANT ELL (With Two Swivel Glands)**

6	347538	N			448.00	N/A	106	
<b>8</b>	<b>347521</b>	<b>N</b>			<b>664.00</b>	<b>N/A</b>	<b>156</b>	

**MJ C110 BARE****Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	---------------------	--------------------	------------------------

**SWIVELxSOLID HYDRANT ADAPTER (With Swivel Gland)**

4x13	347507	N			171.00	N/A	38	
<b>6x12</b>	<b>347354</b>	<b>N</b>			<b>310.00</b>	<b>N/A</b>	<b>73</b>	
6x18	347347	N			388.00	N/A	91	
<b>6x24</b>	<b>347330</b>	<b>N</b>			<b>447.00</b>	<b>N/A</b>	<b>105</b>	
6x36	347323	N			661.00	N/A	125	
<b>8x13</b>	<b>347316</b>	<b>N</b>			<b>534.00</b>	<b>N/A</b>	<b>126</b>	
12x13	347293	N			706.00	N/A	220	

**MJ CROSS**

6	457497		106180	N	680.00	912.00	160	160
<b>8x4</b>	<b>457527</b>	<b>N</b>	<b>106203</b>	<b>N</b>	<b>786.00</b>	<b>1022.00</b>	<b>185</b>	<b>185</b>
8x6	457534	N	106210	N	871.00	1143.00	205	205
<b>8</b>	<b>100225</b>	<b>N</b>	<b>059172</b>	<b>N</b>	<b>999.00</b>	<b>1311.00</b>	<b>255</b>	<b>235</b>
10x4		N			CALL		260	
10x6	449966	N	106227	N	1211.00	1519.00	285	285
<b>10x8</b>	<b>451440</b>	<b>N</b>	<b>106234</b>	<b>N</b>	<b>1318.00</b>	<b>1666.00</b>	<b>316</b>	<b>310</b>
10	457435	N	106241	N	1615.00	1999.00	380	380
<b>12x4</b>		<b>N</b>			<b>CALL</b>		<b>340</b>	
<b>12x6</b>	<b>449850</b>	<b>N</b>	<b>106265</b>	<b>N</b>	<b>1530.00</b>	<b>1882.00</b>	<b>361</b>	<b>360</b>
12x8	455196	N	106272	N	1636.00	2028.00	371	385
<b>12x10</b>		<b>N</b>			<b>CALL</b>		<b>340</b>	
<b>12</b>	<b>449843</b>	<b>N</b>	<b>106289</b>	<b>N</b>	<b>2104.00</b>	<b>2576.00</b>	<b>486</b>	<b>495</b>
14x4		N			CALL		500	
<b>14x6</b>		<b>N</b>			<b>CALL</b>		<b>525</b>	
14x8	135258	N	061472	N	2025.00	2503.00	525	450
<b>14x10</b>		<b>N</b>			<b>CALL</b>		<b>668</b>	
14x12		N			CALL		630	
<b>14</b>	<b>135272</b>	<b>N</b>	<b>061458</b>	<b>N</b>	<b>2858.00</b>	<b>3502.00</b>	<b>779</b>	<b>635</b>
16x4		N			CALL		630	
16x6	135296	N	061519	N	2588.00	3160.00	650	575
<b>16x8</b>	<b>135319</b>	<b>N</b>	<b>061533</b>	<b>N</b>	<b>2723.00</b>	<b>3335.00</b>	<b>675</b>	<b>605</b>
16x12		N			CALL		856	
<b>16x14</b>		<b>N</b>			<b>CALL</b>		<b>830</b>	
16	100966	N	061496	N	3555.00	4467.00	895	790
<b>18x6</b>		<b>N</b>			<b>CALL</b>		<b>705</b>	
<b>18x8</b>	<b>347286</b>	<b>N</b>	<b>061618</b>	<b>N</b>	<b>3275.00</b>	<b>4089.00</b>	<b>730</b>	<b>655</b>
18x10	347279	N	061571	N	3425.00	4275.00	760	685
<b>18x12</b>	<b>347262</b>	<b>N</b>	<b>061595</b>	<b>N</b>	<b>3625.00</b>	<b>4519.00</b>	<b>790</b>	<b>725</b>
18x14		N			CALL		990	
<b>18x16</b>		<b>N</b>			<b>CALL</b>		<b>1060</b>	
18	290025	N	061557	N	4975.00	6291.00	1130	995
<b>20x6</b>		<b>N</b>			<b>CALL</b>		<b>865</b>	
<b>20x8</b>	<b>347255</b>	<b>N</b>	<b>061687</b>	<b>N</b>	<b>3840.00</b>	<b>4852.00</b>	<b>890</b>	<b>790</b>
20x10		N			CALL		920	
20x12	347248	N	061656	N	4190.00	5282.00	955	860
<b>20x14</b>		<b>N</b>			<b>CALL</b>		<b>1025</b>	
<b>20x16</b>	<b>347231</b>	<b>N</b>	<b>061670</b>	<b>N</b>	<b>5425.00</b>	<b>6737.00</b>	<b>1245</b>	<b>1085</b>
20x18		N			CALL		1330	
20	290032	N	061632	N	6040.00	7752.00	1448	1230
24x6	458296	N			CALL		1180	
<b>24x8</b>	<b>347224</b>	<b>N</b>	<b>061748</b>	<b>N</b>	<b>5371.00</b>	<b>6735.00</b>	<b>1045</b>	<b>1045</b>

S = From Stock to 2 weeks • N = Non-Stock; Check for availability.

**MJ C110 BARE****LP-5091 Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	---------------------	--------------------	------------------------

**MJ CROSS (Cont)**

24x10		N			CALL		1230	
24x12	347217	N	061700	N	5828.00	7272.00	1326	1110
<b>24x14</b>		<b>N</b>			<b>CALL</b>		<b>1325</b>	
<b>24x16</b>	<b>347200</b>	<b>N</b>	<b>061717</b>	<b>N</b>	<b>6300.00</b>	<b>7964.00</b>	<b>1375</b>	<b>1200</b>
24x18		N			CALL		1865	
24x20	347194	N	061731	N	8794.00	10858.00	1965	1675
<b>24</b>	<b>347187</b>	<b>N</b>	<b>061694</b>	<b>N</b>	<b>9508.00</b>	<b>11924.00</b>	<b>2155</b>	<b>1835</b>
30x6	290049	N	087304	N	9735.00	11573.00	2085	1770
<b>30x12</b>	<b>350682</b>	<b>N</b>	<b>087281</b>	<b>N</b>	<b>10258.00</b>	<b>12216.00</b>	<b>2165</b>	<b>1865</b>
30x24	347385	N	087298	N	14713.00	17643.00	3180	2675
<b>30</b>	<b>347378</b>	<b>N</b>	<b>087274</b>	<b>N</b>	<b>16913.00</b>	<b>20357.00</b>	<b>3640</b>	<b>3075</b>
36x12		N			14465.00	17731.00	2630	
36	134930	N	087311	N	24035.00	30095.00	4370	4370
<b>48x36</b>				<b>N</b>	<b>40740.00</b>	<b>49614.00</b>		<b>6790</b>

**MJxFE CROSS**

6	457503	N			598.00	714.00	141	
8x6	457541	N			772.00	928.00	182	
8	457510	N			1044.00	1200.00	245	
10	457442	N			1530.00	1722.00	360	
12x6	457466	N			1558.00	1794.00	367	
12x8	457480	N			1584.00	1820.00	373	
12	457459	N			2022.00	2258.00	476	
16x8	135517	N			2948.00	3404.00	655	
<b>16</b>	<b>100980</b>	<b>N</b>			<b>3938.00</b>	<b>4394.00</b>	<b>875</b>	

**MJxPE CROSS**

<b>4</b>				<b>N</b>	<b>CALL</b>			<b>105</b>
6x4				N	CALL			140
<b>6</b>				<b>N</b>	<b>CALL</b>			<b>160</b>
8x4				N	CALL			185
<b>8x6</b>				<b>N</b>	<b>CALL</b>			<b>205</b>
8				N	CALL			235
<b>10x4</b>				<b>N</b>	<b>CALL</b>			<b>260</b>
10x6				N	CALL			285
<b>10x8</b>				<b>N</b>	<b>CALL</b>			<b>310</b>
10				N	CALL			380
<b>12x4</b>				<b>N</b>	<b>CALL</b>			<b>340</b>
12x6				N	CALL			360
<b>12x8</b>				<b>N</b>	<b>CALL</b>			<b>385</b>
12x10				N	CALL			460
<b>12</b>				<b>N</b>	<b>CALL</b>			<b>495</b>
14x4				N	CALL			500
<b>14x6</b>				<b>N</b>	<b>CALL</b>			<b>475</b>
14x8				N	CALL			500
<b>14x10</b>				<b>N</b>	<b>CALL</b>			<b>540</b>
14x12				N	CALL			630
<b>14</b>				<b>N</b>	<b>CALL</b>			<b>710</b>
16x4				N	CALL			630
<b>16x6</b>				<b>N</b>	<b>CALL</b>			<b>575</b>
16x8				N	CALL			605
<b>16x10</b>				<b>N</b>	<b>CALL</b>			<b>645</b>

**MJ C110 BARE****Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJxPE CROSS (Con't)</b>								
16x12				N	CALL			685
<b>16x14</b>				<b>N</b>	<b>CALL</b>			<b>830</b>
16				N	CALL			895
<b>18x6</b>				<b>N</b>	<b>CALL</b>			<b>625</b>
18x8				N	CALL			655
<b>18x10</b>				<b>N</b>	<b>CALL</b>			<b>685</b>
18x12				N	CALL			725
<b>18x14</b>				<b>N</b>	<b>CALL</b>			<b>870</b>
18x16				N	CALL			930
<b>18</b>				<b>N</b>	<b>CALL</b>			<b>995</b>
20x6				N	CALL			760
<b>20x8</b>				<b>N</b>	<b>CALL</b>			<b>790</b>
20x10				N	CALL			820
<b>20x12</b>				<b>N</b>	<b>CALL</b>			<b>860</b>
20x14				N	CALL			905
<b>20x16</b>				<b>N</b>	<b>CALL</b>			<b>1085</b>
20x18				N	CALL			1155
<b>20</b>				<b>N</b>	<b>CALL</b>			<b>1230</b>
24x6				N	CALL			1025
<b>24x8</b>				<b>N</b>	<b>CALL</b>			<b>1045</b>
24x10				N	CALL			1085
<b>24x12</b>				<b>N</b>	<b>CALL</b>			<b>1110</b>
24x14				N	CALL			1155
<b>24x16</b>				<b>N</b>	<b>CALL</b>			<b>1200</b>
24x18				N	CALL			1590
<b>24x20</b>				<b>N</b>	<b>CALL</b>			<b>1675</b>
24				N	CALL			1835
<b>30x12</b>				<b>N</b>	<b>CALL</b>			<b>1750</b>
30x14				N	CALL			1790
<b>30x16</b>				<b>N</b>	<b>CALL</b>			<b>1835</b>
30x18				N	CALL			1885
<b>30x20</b>				<b>N</b>	<b>CALL</b>			<b>1945</b>
30x24				N	CALL			2560
<b>30</b>				<b>N</b>	<b>CALL</b>			<b>2955</b>

**MJ WYE (Not included in AWWA C110)**

3	371199	N	060673	N	285.00	378.00	60	60
<b>4</b>	<b>289609</b>	<b>N</b>	<b>060697</b>	<b>N</b>	<b>428.00</b>	<b>548.00</b>	<b>90</b>	<b>95</b>
6x4	289616	N	060734	N	574.00	730.00	130	135
<b>6</b>	<b>289623</b>	<b>N</b>	<b>060710</b>	<b>N</b>	<b>638.00</b>	<b>812.00</b>	<b>145</b>	<b>150</b>
8x4	289630	N	060772	N	808.00	1004.00	190	190
<b>8x6</b>	<b>289647</b>	<b>N</b>	<b>060796</b>	<b>N</b>	<b>871.00</b>	<b>1085.00</b>	<b>205</b>	<b>205</b>
8	289654	N	060758	N	956.00	1190.00	230	225
<b>10x4</b>		<b>N</b>			<b>CALL</b>		<b>270</b>	
<b>10x6</b>	<b>333081</b>	<b>N</b>	<b>060611</b>	<b>N</b>	<b>1211.00</b>	<b>1461.00</b>	<b>330</b>	<b>285</b>
10x8	289678	N	060628	N	1296.00	1566.00	275	305
<b>10</b>	<b>289685</b>	<b>N</b>	<b>060598</b>	<b>N</b>	<b>1594.00</b>	<b>1882.00</b>	<b>435</b>	<b>375</b>
12x4		N			CALL		380	
<b>12x6</b>		<b>N</b>			<b>CALL</b>		<b>400</b>	
12x8	289715	N	060659	N	1798.00	2112.00	505	415
<b>12x10</b>		<b>N</b>			<b>CALL</b>		<b>450</b>	
<b>12</b>	<b>289739</b>	<b>N</b>	<b>060635</b>	<b>N</b>	<b>2274.00</b>	<b>2628.00</b>	<b>490</b>	<b>535</b>

**MJ C110 BARE****LP-5091 Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJ WYE (Not included in AWWA C110) (Cont'r)</b>								
14x6	371236	N	086918	N	2543.00	2923.00	626	565
<b>14x8</b>		<b>N</b>			<b>CALL</b>		<b>595</b>	
14x10		N			CALL		625	
14x12		N			CALL		670	
<b>14</b>		<b>N</b>			<b>CALL</b>		<b>803</b>	
<b>16x6</b>		<b>N</b>			<b>CALL</b>		<b>735</b>	
<b>16x8</b>		<b>N</b>			<b>CALL</b>		<b>760</b>	
<b>16x10</b>		<b>N</b>			<b>CALL</b>		<b>800</b>	
16x12		N			CALL		835	
<b>16x14</b>		<b>N</b>			<b>CALL</b>		<b>900</b>	
<b>16</b>	<b>371243</b>	<b>N</b>	<b>086925</b>	<b>N</b>	<b>4005.00</b>	<b>4689.00</b>	<b>1079</b>	<b>890</b>
18x8	289807	N	086970	N	3750.00	4486.00	815	1015
<b>18x10</b>	<b>347170</b>	<b>N</b>	<b>086949</b>	<b>N</b>	<b>5350.00</b>	<b>6104.00</b>	<b>975</b>	<b>1070</b>
18x12	347163	N	086956	N	5650.00	6426.00	1015	1130
<b>18x14</b>		<b>N</b>			<b>CALL</b>		<b>1075</b>	
<b>18x16</b>	<b>347149</b>	<b>N</b>	<b>086963</b>	<b>N</b>	<b>5750.00</b>	<b>6636.00</b>	<b>1135</b>	<b>1150</b>
18	289814	N	086932	N	6225.00	7212.00	1200	1190
<b>20x10</b>	<b>347132</b>	<b>N</b>	<b>086994</b>	<b>N</b>	<b>7175.00</b>	<b>8127.00</b>	<b>1220</b>	<b>1435</b>
20x12	328797	N	087007	N	5750.00	6724.00	1260	1190
<b>20x14</b>		<b>N</b>			<b>CALL</b>		<b>1320</b>	
<b>20x16</b>	<b>289821</b>	<b>N</b>	<b>087014</b>	<b>N</b>	<b>6800.00</b>	<b>7884.00</b>	<b>1375</b>	<b>1290</b>
20x18		N			CALL		1435	
20	289838	N	086987	N	7150.00	8434.00	1525	1430
<b>24x12</b>		<b>N</b>			<b>CALL</b>		<b>1805</b>	
24x14		N			CALL		1865	
<b>24x16</b>		<b>N</b>			<b>CALL</b>		<b>1925</b>	
24x18		N			CALL		1925	
<b>24x20</b>		<b>N</b>			<b>CALL</b>		<b>2070</b>	
<b>24</b>	<b>371274</b>	<b>N</b>	<b>087021</b>	<b>N</b>	<b>9014.00</b>	<b>10826.00</b>	<b>2372</b>	<b>2115</b>
<b>30</b>	<b>244721</b>	<b>N</b>	<b>087809</b>	<b>N</b>	<b>20097.00</b>	<b>22680.00</b>	<b>3670</b>	<b>3654</b>
36x24		N			29645.00	33279.00	5390	
<b>36</b>		<b>N</b>			<b>34843.00</b>	<b>39388.00</b>	<b>6335</b>	
42x24		N			40860.00	46358.00	6810	
<b>42x30</b>		<b>N</b>			<b>43260.00</b>	<b>49015.00</b>	<b>7210</b>	
42x36		N			50130.00	56539.00	8355	

**MJxPExMJ WYE**

4	N	CALL	85
<b>6x4</b>	<b>N</b>	<b>CALL</b>	<b>125</b>
6	N	CALL	140
<b>8x4</b>	<b>N</b>	<b>CALL</b>	<b>185</b>
8x6	N	CALL	200
<b>8</b>	<b>N</b>	<b>CALL</b>	<b>185</b>
10x4	N	CALL	270
<b>10x6</b>	<b>N</b>	<b>CALL</b>	<b>285</b>
10x8	N	CALL	310
<b>10</b>	<b>N</b>	<b>CALL</b>	<b>340</b>
12x6	N	CALL	400
<b>12x8</b>	<b>N</b>	<b>CALL</b>	<b>425</b>
12x10	N	CALL	450
<b>12</b>	<b>N</b>	<b>CALL</b>	<b>490</b>
14x6	N	CALL	555

S = From Stock to 2 weeks • N = Non-Stock; Check for availability.

**MJ C110 BARE****Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJxPExMJ WYE (Cont)</b>								
<b>14x8</b>		<b>N</b>			<b>CALL</b>		<b>580</b>	
14x10		N			CALL		610	
14x12		N			CALL		670	
<b>16x6</b>		<b>N</b>			<b>CALL</b>		<b>715</b>	
16x8		N			CALL		735	
<b>16x10</b>		<b>N</b>			<b>CALL</b>		<b>780</b>	
16x12		N			CALL		815	
<b>16x14</b>		<b>N</b>			<b>CALL</b>		<b>880</b>	
16		N			CALL		940	
<b>18x8</b>		<b>N</b>			<b>CALL</b>		<b>925</b>	
18x10		N			CALL		950	
<b>18x12</b>		<b>N</b>			<b>CALL</b>		<b>990</b>	
18x14		N			CALL		1050	
<b>18x16</b>		<b>N</b>			<b>CALL</b>		<b>1110</b>	
18		N			CALL		1175	
<b>20x10</b>		<b>N</b>			<b>CALL</b>		<b>1190</b>	
20x12		N			CALL		1230	
<b>20x14</b>		<b>N</b>			<b>CALL</b>		<b>1290</b>	
20x16		N			CALL		1345	
<b>20x18</b>		<b>N</b>			<b>CALL</b>		<b>1415</b>	
20		N			CALL		1495	
<b>24x12</b>		<b>N</b>			<b>CALL</b>		<b>1760</b>	
24x14		N			CALL		1820	
<b>24x16</b>		<b>N</b>			<b>CALL</b>		<b>1885</b>	
24x18		N			CALL		1950	
<b>24x20</b>		<b>N</b>			<b>CALL</b>		<b>2030</b>	
24		N			CALL		2205	
<b>30x16</b>		<b>N</b>			<b>CALL</b>		<b>2995</b>	
30x18		N			CALL		3070	
<b>30x20</b>		<b>N</b>			<b>CALL</b>		<b>3150</b>	
30x24		N			CALL		3315	
<b>30</b>		<b>N</b>			<b>CALL</b>		<b>3630</b>	

**MJ OFFSET**

4x12	347101	N	059318	N	383.00	463.00	85	85
<b>4x18</b>	<b>347095</b>	<b>N</b>	<b>059332</b>	<b>N</b>	<b>473.00</b>	<b>553.00</b>	<b>105</b>	<b>105</b>
4x24	348269	N		N	567.00	647.00	126	126
<b>6x6</b>	<b>348252</b>	<b>N</b>	<b>059493</b>	<b>N</b>	<b>468.00</b>	<b>584.00</b>	<b>114</b>	<b>110</b>
6x12	348245	N	059370	N	574.00	690.00	135	135
<b>6x18</b>	<b>291565</b>	<b>N</b>	<b>059417</b>	<b>N</b>	<b>701.00</b>	<b>817.00</b>	<b>165</b>	<b>165</b>
6x24	291572	N	059455	N	829.00	945.00	165	195
<b>8x6</b>	<b>348238</b>	<b>N</b>	<b>059592</b>	<b>N</b>	<b>680.00</b>	<b>836.00</b>	<b>160</b>	<b>160</b>
8x12	291589	N	059516	N	850.00	1006.00	200	200
<b>8x18</b>	<b>348221</b>	<b>N</b>	<b>059554</b>	<b>N</b>	<b>1041.00</b>	<b>1197.00</b>	<b>245</b>	<b>245</b>
8x24	348214	N	059578	N	1381.00	1537.00	280	325
<b>10x12</b>	<b>348207</b>	<b>N</b>	<b>059196</b>	<b>N</b>	<b>1063.00</b>	<b>1255.00</b>	<b>280</b>	<b>250</b>
10x18	348191	N	059219	N	1445.00	1637.00	340	340
<b>10x24</b>	<b>348184</b>	<b>N</b>	<b>059233</b>	<b>N</b>	<b>1700.00</b>	<b>1892.00</b>	<b>420</b>	<b>400</b>
12x12	348160	N	059257	N	1785.00	2021.00	420	420
<b>12x18</b>	<b>348153</b>	<b>N</b>	<b>059271</b>	<b>N</b>	<b>2210.00</b>	<b>2446.00</b>	<b>520</b>	<b>520</b>
12x24	348146	N	059295	N	2550.00	2786.00	640	600
<b>16x12</b>	<b>348139</b>	<b>N</b>			<b>3405.00</b>	<b>3861.00</b>	<b>690</b>	
16x18	348122	N			3825.00	4281.00	850	
<b>20x12</b>	<b>348115</b>	<b>N</b>	<b>061755</b>	<b>N</b>	<b>5180.00</b>	<b>6036.00</b>	<b>1025</b>	<b>725</b>
20x18	348108	N	061779	N	5950.00	6806.00	1275	1050

**MJ C110 BARE****LP-5091 Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJxPE OFFSET</b>								
4x6	291596	N			369.00	409.00	70	
<b>4x12</b>	<b>348092</b>	<b>N</b>			<b>428.00</b>	<b>468.00</b>	<b>80</b>	
4x24	348085	N			563.00	603.00	115	
<b>6x6</b>	<b>291619</b>	<b>N</b>			<b>512.00</b>	<b>570.00</b>	<b>105</b>	
6x12	291626	N	059394	N	582.00	640.00	130	130
<b>6x18</b>	<b>291633</b>	<b>N</b>	<b>059431</b>	<b>N</b>	<b>642.00</b>	<b>700.00</b>	<b>160</b>	<b>160</b>
6x24	291640	N	059479	N	799.00	857.00	160	195
<b>8x6</b>	<b>348078</b>	<b>N</b>			<b>757.00</b>	<b>835.00</b>	<b>155</b>	
8x12	291657	N	059530	N	880.00	958.00	195	195
<b>8x18</b>	<b>291664</b>	<b>N</b>			<b>1199.00</b>	<b>1277.00</b>	<b>240</b>	
8x24	348061	N			1212.00	1290.00	275	
<b>10x12</b>	<b>348054</b>	<b>N</b>			<b>1190.00</b>	<b>1286.00</b>	<b>280</b>	
10x18	348047	N			1445.00	1523.00	340	
<b>12x6</b>	<b>451143</b>	<b>N</b>			<b>1360.00</b>	<b>1478.00</b>	<b>320</b>	
<b>12x12</b>	<b>348023</b>	<b>N</b>			<b>2199.00</b>	<b>2317.00</b>	<b>420</b>	
12x18	348016	N			2210.00	2328.00	520	
<b>12x24</b>	<b>348009</b>	<b>N</b>			<b>2678.00</b>	<b>2796.00</b>	<b>630</b>	
16x18	347989	N			3735.00	3963.00	830	

**SOLID SLEEVE STANDARD SHORT**

2	349198	N			85.00	129.00	13	
<b>4</b>	<b>291176</b>	<b>N</b>	<b>060024</b>	<b>N</b>	<b>158.00</b>	<b>238.00</b>	<b>35</b>	<b>35</b>
6	052340	N	060055	N	191.00	307.00	47	45
<b>8</b>	<b>052357</b>	<b>N</b>	<b>060079</b>	<b>N</b>	<b>276.00</b>	<b>432.00</b>	<b>65</b>	<b>65</b>
10	457695	N	106296	N	361.00	553.00	85	85
12	102625	N	059998	N	468.00	704.00	120	110
<b>14</b>	<b>N</b>	<b>N</b>			<b>743.00</b>	<b>1065.00</b>	<b>165</b>	
<b>16</b>	<b>101727</b>	<b>N</b>	<b>062394</b>	<b>N</b>	<b>843.00</b>	<b>1299.00</b>	<b>206</b>	<b>180</b>
18	101604	N	086451	N	1075.00	1733.00	246	215
<b>20</b>	<b>135333</b>	<b>N</b>	<b>086475</b>	<b>N</b>	<b>1200.00</b>	<b>2056.00</b>	<b>275</b>	<b>240</b>
24	135357	N	086499	N	1944.00	3152.00	360	320
<b>30</b>	<b>134459</b>	<b>N</b>	<b>087526</b>	<b>N</b>	<b>4147.00</b>	<b>5869.00</b>	<b>745</b>	<b>745</b>
36			087540	N	5759.00	8789.00		1047
<b>48</b>			<b>113218</b>	<b>N</b>	<b>10056.00</b>	<b>15900.00</b>		<b>1675</b>

**SOLID SLEEVE STANDARD LONG**

2	455943	N			117.00	161.00	18	
3	101024	N	060000	N	152.00	214.00	32	30
<b>4</b>	<b>102007</b>	<b>N</b>	<b>060017</b>	<b>N</b>	<b>203.00</b>	<b>283.00</b>	<b>42</b>	<b>45</b>
6	291206	N	060031	N	276.00	392.00	65	65
<b>8</b>	<b>291220</b>	<b>N</b>	<b>060062</b>	<b>N</b>	<b>361.00</b>	<b>517.00</b>	<b>85</b>	<b>85</b>
10	052333	N	059974	N	489.00	681.00	126	115
<b>12</b>	<b>291268</b>	<b>N</b>	<b>059981</b>	<b>N</b>	<b>616.00</b>	<b>852.00</b>	<b>145</b>	<b>145</b>
14		N			1013.00	1335.00	225	
16	291305	N	062387	N	1305.00	1761.00	275	235
<b>18</b>	<b>101628</b>	<b>N</b>	<b>062400</b>	<b>N</b>	<b>1425.00</b>	<b>2083.00</b>	<b>330</b>	<b>285</b>
20	327400	N	086468	N	1625.00	2481.00	380	325
<b>24</b>	<b>328858</b>	<b>N</b>	<b>086482</b>	<b>N</b>	<b>2581.00</b>	<b>3789.00</b>	<b>505</b>	<b>425</b>
30	134510	N	087533	N	5941.00	7663.00	1085	885
<b>36</b>	<b>134534</b>	<b>N</b>	<b>087557</b>	<b>N</b>	<b>8030.00</b>	<b>11060.00</b>	<b>1502</b>	<b>1190</b>
42			106302	N	9300.00	14194.00		1550
<b>48</b>			<b>106326</b>	<b>N</b>	<b>14820.00</b>	<b>20664.00</b>		<b>1940</b>

**MJ C110 BARE****Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	---------------------	--------------------	------------------------

**SOLID SLEEVE DUAL PURPOSE SHORT Body Only**

4	100720	N			289.00	397.00	33	
6	<b>100744</b>	N			<b>336.00</b>	<b>474.00</b>	<b>46</b>	
8	100805	N			446.00	630.00	65	

**SOLID SLEEVE DUAL PURPOSE LONG Body Only**

4	100768	N			338.00	446.00	44	
6	<b>100782</b>	N			<b>426.00</b>	<b>564.00</b>	<b>63</b>	
8	100829	N			543.00	727.00	85	
10	<b>100843</b>	N			<b>722.00</b>	<b>948.00</b>	<b>111</b>	
12	349259	N			N/A	1191.00	221	
16		N			N/A	<b>2533.00</b>	<b>385</b>	

**MJ REDUCER**

3x2	347965	N			114.00	167.00	25	
4x2	<b>290087</b>	N			<b>140.00</b>	<b>202.00</b>	<b>28</b>	
4x3	290094	N	059899	N	180.00	251.00	36	40
6x2	<b>347958</b>	N			<b>196.00</b>	<b>276.00</b>	<b>44</b>	
6x3	290100	N	059912	N	234.00	323.00	55	55
6x4	<b>290117</b>	S	<b>059936</b>	N	<b>255.00</b>	<b>353.00</b>	<b>56</b>	<b>60</b>
8x3	347941	N			329.00	438.00	75	
8x4	<b>290124</b>	S	<b>059950</b>	N	<b>340.00</b>	<b>458.00</b>	<b>84</b>	<b>80</b>
8x6	290131	N	059967		404.00	540.00	95	95
10x4		N			CALL		105	
10x6	<b>290155</b>	N	<b>059790</b>	N	<b>489.00</b>	<b>643.00</b>	<b>115</b>	<b>115</b>
10x8	290162	N	059813	N	574.00	748.00	142	135
12x4	<b>287759</b>	N	<b>059837</b>	N	<b>574.00</b>	<b>732.00</b>	<b>139</b>	<b>135</b>
12x6	287766	N	059851	N	638.00	814.00	148	150
12x8	<b>287773</b>	S	<b>059875</b>	N	<b>701.00</b>	<b>897.00</b>	<b>173</b>	<b>165</b>
12x10	290179	N	059820	N	833.00	1047.00	194	190
14x6		N			<b>900.00</b>	<b>1119.00</b>	<b>200</b>	
16x6	<b>347934</b>	N	<b>062233</b>	N	<b>1035.00</b>	<b>1321.00</b>	<b>250</b>	<b>230</b>
16x8	290216	N	062240	N	1125.00	1431.00	288	250
16x10	<b>290223</b>	N	<b>062172</b>	N	<b>1260.00</b>	<b>1584.00</b>	<b>300</b>	<b>280</b>
16x12	290230	N	062196	N	1287.00	1633.00	330	305
16x14	<b>290247</b>	N	<b>062219</b>	N	<b>1508.00</b>	<b>1897.00</b>	<b>370</b>	<b>335</b>
18x8	347927	N	062295	N	1475.00	1882.00	320	295
18x10	<b>347910</b>	N	<b>062257</b>	N	<b>1625.00</b>	<b>2050.00</b>	<b>388</b>	<b>325</b>
18x12	290254	N	062264	N	1750.00	2197.00	380	350
18x14	<b>290261</b>	N	<b>062271</b>	N	<b>1900.00</b>	<b>2390.00</b>	<b>450</b>	<b>380</b>
18x16	290278	N	062288	N	2075.00	2632.00	476	415
20x10	<b>347903</b>	N	<b>062301</b>	N	<b>1875.00</b>	<b>2399.00</b>	<b>410</b>	<b>375</b>
20x12	290285	N	062318	N	2025.00	2571.00	515	405
20x16	<b>290308</b>	N	<b>062325</b>	N	<b>2350.00</b>	<b>3006.00</b>	<b>578</b>	<b>470</b>
20x18	347897	N	062332	N	2440.00	3197.00	575	510
24x12	<b>347880</b>	N	<b>062349</b>	N	<b>2888.00</b>	<b>3610.00</b>	<b>610</b>	<b>550</b>
24x16	347873	N	062356	N	3229.00	4061.00	705	615
24x18	<b>347866</b>	N	<b>062363</b>	N	<b>3465.00</b>	<b>4398.00</b>	<b>760</b>	<b>660</b>
24x20	347859	N	062370	N	3701.00	4733.00	815	705
30x16	<b>290315</b>	N	<b>087434</b>	N	<b>5418.00</b>	<b>6507.00</b>	<b>1150</b>	<b>985</b>
30x18	347842	N	087458	N	5445.00	6635.00	1160	990
30x20	<b>347835</b>	N	<b>087472</b>	N	<b>5775.00</b>	<b>7064.00</b>	<b>1225</b>	<b>1050</b>
30x24	347828	N	087489	N	6408.00	7873.00	1360	1165

**MJ C110 BARE****LP-5091 Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	---------------------	--------------------	------------------------

**MJ REDUCER (Con't)**

<b>36x20</b>	<b>134954</b>	<b>N</b>	<b>087496</b>	<b>N</b>	<b>7975.00</b>	<b>9918.00</b>	<b>1495</b>	<b>1450</b>
36x24	286097	N	087502	N	8558.00	10677.00	1580	1580
<b>36x30</b>	<b>134978</b>	<b>N</b>	<b>087519</b>	<b>N</b>	<b>10120.00</b>	<b>12496.00</b>	<b>1919</b>	<b>1855</b>
42x20			454816	N	11490.00	14365.00		1915
42x24			106333	N	12360.00	15411.00		2060
<b>42x30</b>			<b>106340</b>	<b>N</b>	<b>14220.00</b>	<b>17528.00</b>		<b>2370</b>
42x36			106357	N	16170.00	20132.00		2695
<b>48x30</b>			<b>106364</b>	<b>N</b>	<b>18030.00</b>	<b>21813.00</b>		<b>3005</b>
48x36			106371	N	20220.00	24657.00		3370
<b>48x42</b>			<b>106432</b>	<b>N</b>	<b>22500.00</b>	<b>27869.00</b>		<b>3750</b>

**PEXPE REDUCER**

4x3	066255	N			151.00	N/A	36	
<b>6x4</b>	<b>101987</b>	<b>N</b>			<b>242.00</b>	<b>N/A</b>	<b>55</b>	
<b>8x4</b>		<b>N</b>			<b>CALL</b>	<b>N/A</b>	<b>75</b>	
8x6	102601	N			408.00	N/A	96	
<b>10x4</b>		<b>N</b>			<b>CALL</b>	<b>N/A</b>	<b>100</b>	
10x6		N			CALL	N/A	115	
10x8	451051	N			574.00	N/A	135	
12x4		N			CALL	N/A	130	
12x6		N			CALL	N/A	145	
12x8	457664	N			714.00	N/A	168	
12x10	457633	N			786.00	N/A	185	
<b>14x6</b>		<b>N</b>			<b>CALL</b>	<b>N/A</b>	<b>185</b>	
14x8		N			CALL	N/A	205	
<b>14x10</b>		<b>N</b>			<b>CALL</b>	<b>N/A</b>	<b>230</b>	
<b>14x12</b>		<b>N</b>			<b>CALL</b>	<b>N/A</b>	<b>260</b>	
16x6		N			CALL	N/A	230	
<b>16x8</b>		<b>N</b>			<b>CALL</b>	<b>N/A</b>	<b>250</b>	
16x10		N			CALL	N/A	280	
<b>16x12</b>		<b>N</b>			<b>CALL</b>	<b>N/A</b>	<b>335</b>	
16x14		N			CALL	N/A	335	
<b>18x8</b>		<b>N</b>			<b>CALL</b>	<b>N/A</b>	<b>295</b>	
<b>18x10</b>		<b>N</b>			<b>CALL</b>	<b>N/A</b>	<b>325</b>	
18x12		N			CALL	N/A	360	
<b>18x14</b>		<b>N</b>			<b>CALL</b>	<b>N/A</b>	<b>385</b>	
18x16		N			CALL	N/A	420	
20x10		N			CALL	N/A	380	
20x12		N			CALL	N/A	415	
20x14		N			CALL	N/A	440	
20x16		N			CALL	N/A	475	
20x18		N			CALL	N/A	520	
24x12		N			CALL	N/A	575	
24x14		N			CALL	N/A	605	
24x16		N			CALL	N/A	645	
24x18		N			CALL	N/A	695	
24x20		N			CALL	N/A	745	
<b>30x16</b>	<b>102120</b>	<b>N</b>			<b>5583.00</b>	<b>N/A</b>	<b>1015</b>	
30x18	135395	N			5638.00	N/A	1025	
<b>30x20</b>	<b>102144</b>	<b>N</b>			<b>5995.00</b>	<b>N/A</b>	<b>1090</b>	
30x24	135418	N			6683.00	N/A	1215	
<b>36x24</b>	<b>134992</b>	<b>N</b>			<b>7640.00</b>	<b>N/A</b>	<b>1389</b>	
36x30	135012	N			8718.00	N/A	1585	

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

167

Confidential

McWane-014408

CX 2358-167

**MJ C110 BARE****Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>SMALL END BELL (SEB) REDUCER</b>								
3x2	064756	N			114.00	136.00	21	
<b>4x2</b>	<b>101864</b>	<b>N</b>			<b>135.00</b>	<b>157.00</b>	<b>25</b>	
4x3	290322	N	059745	N	158.00	189.00	38	35
<b>6x2</b>	<b>064817</b>	<b>N</b>			<b>183.00</b>	<b>205.00</b>	<b>40</b>	
6x3	064831	N	106449	N	213.00	244.00	50	50
<b>6x4</b>	<b>290346</b>	<b>N</b>	<b>059752</b>	<b>N</b>	<b>255.00</b>	<b>295.00</b>	<b>55</b>	<b>60</b>
8x3	111610	N			321.00	352.00	70	
8x4	290360	N	059769	N	340.00	380.00	82	80
<b>8x6</b>	<b>101826</b>	<b>N</b>	<b>059776</b>	<b>N</b>	<b>383.00</b>	<b>441.00</b>	<b>90</b>	<b>90</b>
10x4		N			CALL		100	
10x6	111580	N	106456	N	489.00	547.00	116	115
<b>10x8</b>	<b>290407</b>	<b>N</b>	<b>106463</b>	<b>N</b>	<b>553.00</b>	<b>631.00</b>	<b>135</b>	<b>130</b>
12x4	111597	N	106470	N	553.00	593.00	131	130
<b>12x6</b>	<b>111603</b>	<b>N</b>	<b>106487</b>	<b>N</b>	<b>616.00</b>	<b>674.00</b>	<b>150</b>	<b>150</b>
12x8	290438	N	059738	N	710.00	788.00	168	165
<b>12x10</b>	<b>065050</b>	<b>N</b>	<b>059714</b>	<b>N</b>	<b>808.00</b>	<b>904.00</b>	<b>190</b>	<b>190</b>
14x6		N			CALL		185	
<b>14x8</b>		<b>N</b>			<b>CALL</b>		<b>205</b>	
14x10		N			CALL		230	
<b>14x12</b>		<b>N</b>			<b>CALL</b>		<b>255</b>	
16x6		N			CALL		230	
16x8	101642	N	062011	N	1035.00	1113.00	248	230
<b>16x10</b>		<b>N</b>			<b>CALL</b>		<b>298</b>	
<b>16x12</b>	<b>101666</b>	<b>N</b>	<b>061991</b>	<b>N</b>	<b>1283.00</b>	<b>1401.00</b>	<b>304</b>	<b>285</b>
16x14		N			CALL		350	
<b>18x8</b>		<b>N</b>			<b>CALL</b>		<b>344</b>	
18x10		N			CALL		407	
18x12	101383	N	062035	N	1625.00	1743.00	355	325
<b>18x14</b>		<b>N</b>			<b>CALL</b>		<b>400</b>	
<b>18x16</b>		<b>N</b>			<b>CALL</b>		<b>461</b>	
20x10		N			CALL		430	
<b>20x12</b>	<b>290568</b>	<b>N</b>	<b>062059</b>	<b>N</b>	<b>1875.00</b>	<b>1993.00</b>	<b>420</b>	<b>375</b>
20x14		N			CALL		455	
20x16	101406	N	062073	N	2175.00	2403.00	525	435
<b>20x18</b>		<b>N</b>			<b>CALL</b>		<b>640</b>	
<b>24x12</b>	<b>101420</b>	<b>N</b>	<b>062097</b>	<b>N</b>	<b>2678.00</b>	<b>2796.00</b>	<b>570</b>	<b>510</b>
24x14		N			CALL		620	
24x16	101444	N	062110	N	3019.00	3247.00	665	575
<b>24x18</b>	<b>101468</b>	<b>N</b>	<b>062134</b>	<b>N</b>	<b>3255.00</b>	<b>3584.00</b>	<b>720</b>	<b>620</b>
24x20	101482	N	062158	N	3491.00	3919.00	775	665
<b>30x16</b>	<b>135456</b>	<b>N</b>	<b>087373</b>	<b>N</b>	<b>4131.00</b>	<b>4359.00</b>	<b>1040</b>	<b>900</b>
30x18	102168	N	087380	N	4868.00	5197.00	1050	885
<b>30x20</b>	<b>135432</b>	<b>N</b>	<b>087397</b>	<b>N</b>	<b>5198.00</b>	<b>5626.00</b>	<b>1120</b>	<b>945</b>
30x24	135470	N	087403	N	5830.00	6434.00	1255	1060
<b>36x16</b>		<b>N</b>			<b>6820.00</b>	<b>7048.00</b>	<b>1240</b>	
<b>36x30</b>	<b>135036</b>	<b>N</b>	<b>087410</b>	<b>N</b>	<b>9295.00</b>	<b>10156.00</b>	<b>1721</b>	<b>1690</b>

**MJ C110 BARE****LP-5091 Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>LARGE END BELL (LEB) REDUCER</b>								
3x2	065616	N			114.00	145.00	20	
<b>4x2</b>	<b>287469</b>	<b>N</b>			<b>140.00</b>	<b>180.00</b>	<b>31</b>	
4x3	065630	N	106494	N	180.00	220.00	37	40
<b>6x2</b>	<b>065654</b>	<b>N</b>			<b>200.00</b>	<b>258.00</b>	<b>47</b>	
6x3	065678	N	106500	N	234.00	292.00	55	55
<b>6x4</b>	<b>065692</b>	<b>N</b>	<b>106517</b>	<b>N</b>	<b>255.00</b>	<b>313.00</b>	<b>60</b>	<b>60</b>
<b>8x3</b>	<b>451518</b>	<b>S</b>			<b>298.00</b>	<b>376.00</b>	<b>70</b>	
8x4	457572	N	106524	N	340.00	418.00	84	80
<b>8x6</b>	<b>457589</b>	<b>N</b>	<b>106531</b>	<b>N</b>	<b>417.00</b>	<b>495.00</b>	<b>93</b>	<b>90</b>
10x4		N			CALL		100	
10x6	111542	N	106548	N	489.00	585.00	117	115
<b>10x8</b>	<b>111559</b>	<b>N</b>	<b>106555</b>	<b>N</b>	<b>553.00</b>	<b>649.00</b>	<b>130</b>	<b>130</b>
12x4		N			CALL		130	
12x6	028376	N	106562	N	616.00	734.00	153	145
<b>12x8</b>	<b>111573</b>	<b>N</b>	<b>106579</b>	<b>N</b>	<b>803.00</b>	<b>921.00</b>	<b>165</b>	<b>165</b>
12x10	111566	N	106586	N	786.00	904.00	178	185
<b>14x6</b>		<b>N</b>			<b>CALL</b>		<b>200</b>	
14x8		N			CALL		220	
<b>14x12</b>		<b>N</b>			<b>CALL</b>		<b>275</b>	
16x6		N			CALL		250	
<b>16x8</b>		<b>N</b>			<b>CALL</b>		<b>270</b>	
16x10		N			CALL		300	
<b>16x12</b>	<b>101307</b>	<b>N</b>	<b>061915</b>	<b>N</b>	<b>1373.00</b>	<b>1601.00</b>	<b>325</b>	<b>305</b>
16x14		N			CALL		355	
<b>18x8</b>		<b>N</b>			<b>CALL</b>		<b>320</b>	
18x10		N			CALL		350	
<b>18x12</b>		<b>N</b>			<b>CALL</b>		<b>440</b>	
18x14		N			CALL		506	
<b>18x16</b>		<b>N</b>			<b>CALL</b>		<b>445</b>	
20x10		N			CALL		410	
<b>20x12</b>		<b>N</b>			<b>CALL</b>		<b>532</b>	
20x14		N			CALL		548	
20x16	101321	N	061939	N	2225.00	2653.00	510	445
<b>20x18</b>		<b>N</b>			<b>2888.00</b>	<b>3316.00</b>	<b>550</b>	
<b>24x12</b>		<b>N</b>			<b>CALL</b>		<b>615</b>	
24x14		N			CALL		645	
<b>24x16</b>	<b>101345</b>	<b>N</b>	<b>061953</b>	<b>N</b>	<b>3124.00</b>	<b>3728.00</b>	<b>753</b>	<b>595</b>
24x18		N			CALL		735	
24x20	101369	N	061977	N	3544.00	4148.00	785	675
<b>30x16</b>		<b>N</b>			<b>CALL</b>		<b>938</b>	
30x18		N			CALL		965	
<b>30x20</b>				<b>N</b>	<b>CALL</b>			<b>1020</b>
<b>30x24</b>	<b>135494</b>	<b>N</b>	<b>087342</b>	<b>N</b>	<b>6188.00</b>	<b>7049.00</b>	<b>1320</b>	<b>1125</b>
36x20		N	087359	N	7810.00	9325.00		1420
<b>36x24</b>	<b>135074</b>	<b>N</b>	<b>087366</b>	<b>N</b>	<b>8443.00</b>	<b>9958.00</b>	<b>1535</b>	<b>1535</b>

**MJ C110 BARE****Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>MJxFE REDUCER</b>								
4x3	066798	N			158.00	198.00	33	
<b>6x3</b>	<b>101888</b>	<b>N</b>			<b>213.00</b>	<b>271.00</b>	<b>46</b>	
<b>6x4</b>		<b>N</b>			<b>264.00</b>	<b>322.00</b>	<b>62</b>	
<b>8x4</b>	<b>457688</b>	<b>N</b>			<b>319.00</b>	<b>397.00</b>	<b>75</b>	
8x6	052326	N			347.00	425.00	82	
10x6	457602	N			424.00	520.00	100	
<b>10x8</b>	<b>101840</b>	<b>N</b>			<b>553.00</b>	<b>649.00</b>	<b>130</b>	
<b>12x6</b>	<b>449867</b>	<b>N</b>			<b>553.00</b>	<b>671.00</b>	<b>130</b>	
<b>12x8</b>	<b>449874</b>	<b>N</b>			<b>808.00</b>	<b>926.00</b>	<b>190</b>	
<b>12x10</b>	<b>114109</b>	<b>N</b>			<b>786.00</b>	<b>904.00</b>	<b>185</b>	
14x6	101680	N			878.00	1039.00	195	
<b>14x8</b>		<b>N</b>			<b>1080.00</b>	<b>1241.00</b>	<b>240</b>	
<b>14x12</b>	<b>028352</b>	<b>N</b>			<b>1080.00</b>	<b>1241.00</b>	<b>240</b>	
16x12	101901	N			1710.00	1938.00	380	
<b>18x8</b>	<b>101505</b>	<b>N</b>			<b>1500.00</b>	<b>1829.00</b>	<b>290</b>	
18x12	101529	N			2025.00	2354.00	405	
<b>18x16</b>	<b>101543</b>	<b>N</b>			<b>2225.00</b>	<b>2554.00</b>	<b>385</b>	
20x16	101567	N			2550.00	2978.00	510	
<b>24x12</b>		<b>N</b>			<b>3520.00</b>	<b>4124.00</b>	<b>455</b>	
<b>FExMJ REDUCER</b>								
4x3	067337	N			153.00	184.00	34	
6x4	457671	N			225.00	265.00	53	
8x4	448884	N			310.00	350.00	73	
8x6		N			404.00	462.00	84	
10x6	456612	N			503.00	561.00	118	
10x8	457619	N			554.00	632.00	130	
12x6	457610	N			616.00	674.00	145	
12x8	457657	N			723.00	801.00	170	
12x10	457626	N			799.00	895.00	188	
<b>16x12</b>	<b>101703</b>	<b>N</b>			<b>1373.00</b>	<b>1491.00</b>	<b>305</b>	
<b>PLUG SOLID</b>								
<b>2</b>	<b>428343</b>	<b>N</b>			<b>33.00</b>	<b>N/A</b>	<b>4</b>	
3	428350	N	106739	N	38.00	N/A	9	8
<b>4</b>	<b>102731</b>	<b>N</b>	<b>059677</b>	<b>N</b>	<b>72.00</b>	<b>N/A</b>	<b>14</b>	<b>10</b>
6	102755	N	059691	N	111.00	N/A	27	16
<b>8</b>	<b>102762</b>	<b>N</b>	<b>059707</b>	<b>N</b>	<b>200.00</b>	<b>N/A</b>	<b>40</b>	<b>26</b>
10	102779	N	059615	N	276.00	N/A	51	36
<b>12</b>	<b>048169</b>	<b>N</b>	<b>059639</b>	<b>N</b>	<b>374.00</b>	<b>N/A</b>	<b>73</b>	<b>46</b>
14	059356	N	106746	N	338.00	N/A	120	75
<b>16</b>	<b>102748</b>	<b>N</b>	<b>061793</b>	<b>N</b>	<b>698.00</b>	<b>N/A</b>	<b>147</b>	<b>95</b>
18	101260	N	061816	N	705.00	N/A	192	157
<b>20</b>	<b>291428</b>	<b>N</b>	<b>061830</b>	<b>N</b>	<b>1125.00</b>	<b>N/A</b>	<b>220</b>	<b>135</b>
24	101284	N	061854	N	1759.00	N/A	338	175
<b>30</b>	<b>120285</b>	<b>N</b>	<b>087328</b>	<b>N</b>	<b>3152.00</b>	<b>N/A</b>	<b>660</b>	<b>355</b>
36			087335	N	4483.00	N/A		815
<b>42</b>				<b>N</b>	<b>6660.00</b>	<b>N/A</b>		<b>1110</b>
48				N	8730.00	N/A		1455

**MJ C110 BARE****LP-5091 Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	---------------------	--------------------	------------------------

**TAPPED PLUGS**

2x2	111290	N			73.00	N/A	5	
3x2	028246	N	106753	N	78.00	N/A	9	8
<b>4x2</b>	<b>043652</b>	<b>N</b>	<b>106760</b>	<b>N</b>	<b>112.00</b>	<b>N/A</b>	<b>12</b>	<b>10</b>
6x2	028253	N	106777	N	151.00	N/A	27	16
<b>8x2</b>	<b>028260</b>	<b>N</b>	<b>106784</b>	<b>N</b>	<b>240.00</b>	<b>N/A</b>	<b>40</b>	<b>26</b>
10x2	028277	N	106791	N	316.00	N/A	51	36
<b>12x2</b>	<b>028284</b>	<b>N</b>	<b>106807</b>	<b>N</b>	<b>414.00</b>	<b>N/A</b>	<b>73</b>	<b>46</b>
14x2	028291	N	106814	N	418.00	N/A	120	75
<b>16x2</b>	<b>052302</b>	<b>N</b>	<b>061878</b>	<b>N</b>	<b>778.00</b>	<b>N/A</b>	<b>147</b>	<b>95</b>
18x2	028307	N	106821	N	785.00	N/A	192	157
<b>20x2</b>	<b>101246</b>	<b>N</b>	<b>061892</b>	<b>N</b>	<b>1205.00</b>	<b>N/A</b>	<b>220</b>	<b>135</b>
24x2	028314	N	106838	N	1839.00	N/A	338	175
<b>30x2</b>		<b>N</b>	<b>106845</b>	<b>N</b>	<b>3252.00</b>	<b>N/A</b>	<b>660</b>	<b>355</b>
36x2				N	4585.00	N/A		815
<b>42x2</b>				<b>N</b>	<b>6760.00</b>	<b>N/A</b>		<b>1110</b>
48x2				N	8830.00	N/A		1455

**TYTON PLUGS/SOLID with set screws**

4	349099	N			157.00	N/A	18	
<b>6</b>	<b>349105</b>	<b>N</b>			<b>236.00</b>	<b>N/A</b>	<b>25</b>	
8	349112	N			396.00	N/A	46	
<b>10</b>	<b>349129</b>	<b>N</b>			<b>498.00</b>	<b>N/A</b>	<b>70</b>	
12	349136	N			704.00	N/A	95	

**TYTON PLUGS/TAPPED (2-inch IPT) with set screws**

4	349143	N			197.00	N/A	18	
<b>6</b>	<b>349150</b>	<b>N</b>			<b>276.00</b>	<b>N/A</b>	<b>25</b>	
8	349167	N			436.00	N/A	46	
<b>10</b>	<b>349174</b>	<b>N</b>			<b>538.00</b>	<b>N/A</b>	<b>70</b>	
12	349181	N			744.00	N/A	95	

**PUSH-IN PLUG WITH EARS**

14	101147	N			495.00	N/A	110	
<b>16</b>	<b>101161</b>	<b>N</b>			<b>653.00</b>	<b>N/A</b>	<b>145</b>	
18	101185	N			900.00	N/A	180	
<b>20</b>	<b>101208</b>	<b>N</b>			<b>1100.00</b>	<b>N/A</b>	<b>220</b>	
24	101222	N			1654.00	N/A	315	

**PUSH-IN PLUG TAPPED WITH EARS**

14x2	101048	N			575.00	N/A	110	
<b>16x2</b>	<b>101062</b>	<b>N</b>			<b>733.00</b>	<b>N/A</b>	<b>145</b>	
18x2	101086	N			980.00	N/A	180	
<b>20x2</b>	<b>101109</b>	<b>N</b>			<b>1180.00</b>	<b>N/A</b>	<b>220</b>	
24x2	101123	N			1754.00	N/A	315	

**MJ C110 BARE****Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
<b>CAP SOLID</b>								
2	052425	N	059035	N	33.00	55.00	4	10
3	<b>449409</b>	<b>N</b>	<b>106852</b>	<b>N</b>	<b>57.00</b>	<b>88.00</b>	<b>12</b>	<b>8</b>
4	052432	N	059059	N	90.00	130.00	12	9
6	<b>052449</b>	<b>N</b>	<b>059073</b>	<b>N</b>	<b>128.00</b>	<b>186.00</b>	<b>23</b>	<b>15</b>
8	052487	N	059097	N	191.00	269.00	38	22
10	<b>102700</b>	<b>N</b>	<b>058991</b>	<b>N</b>	<b>255.00</b>	<b>351.00</b>	<b>55</b>	<b>32</b>
12	291497	N	059011	N	340.00	458.00	75	42
14		<b>N</b>			<b>CALL</b>		<b>130</b>	
16	<b>328841</b>	<b>N</b>	<b>061359</b>	<b>N</b>	<b>788.00</b>	<b>1016.00</b>	<b>178</b>	<b>92</b>
18	291503	N	061373	N	875.00	1204.00	215	114
20	<b>132134</b>	<b>N</b>	<b>061380</b>	<b>N</b>	<b>1200.00</b>	<b>1628.00</b>	<b>253</b>	<b>125</b>
24	101000	N	061397	N	1811.00	2415.00	375	166
30	<b>052173</b>	<b>N</b>	<b>087243</b>	<b>N</b>	<b>3245.00</b>	<b>4106.00</b>	<b>680</b>	<b>345</b>
36			087250	N	4554.00	6069.00		850
42				<b>N</b>	<b>7080.00</b>	<b>9527.00</b>		<b>1180</b>
48				N	9570.00	12492.00		1595

**CAP TAPPED (2-inch IPT)**

2x2		N			73.00	95.00	4	
3x2		N	106869	N	97.00	128.00	12	8
4x2	<b>052296</b>	<b>N</b>	<b>059134</b>	<b>N</b>	<b>130.00</b>	<b>170.00</b>	<b>12</b>	<b>9</b>
6x2	052463	N	059141	N	168.00	226.00	23	15
8x2	<b>052470</b>	<b>N</b>	<b>059158</b>	<b>N</b>	<b>231.00</b>	<b>309.00</b>	<b>38</b>	<b>22</b>
10x2	297673	N	059103	N	295.00	391.00	55	32
12x2	<b>052456</b>	<b>N</b>	<b>059110</b>	<b>N</b>	<b>380.00</b>	<b>498.00</b>	<b>75</b>	<b>42</b>
14x2		N			CALL		130	
16x2	100867	N	061403	N	868.00	1096.00	178	92
18x2	<b>100881</b>	<b>N</b>	<b>061410</b>	<b>N</b>	<b>955.00</b>	<b>1284.00</b>	<b>215</b>	<b>114</b>
20x2	100904	N	061427	N	1280.00	1708.00	253	125
24x2	<b>100928</b>	<b>N</b>	<b>061434</b>	<b>N</b>	<b>1891.00</b>	<b>2495.00</b>	<b>375</b>	<b>166</b>
30x2	102106	N	087267	N	3345.00	4206.00	680	345
36x2				<b>N</b>	<b>4654.00</b>	<b>6169.00</b>		<b>850</b>
42x2				N	7180.00	9627.00		1180
48x2				<b>N</b>	<b>9670.00</b>	<b>12592.00</b>		<b>1595</b>

**MJ TEE TAPT (2-inch IPT) SEE NOTE**

3		N			206.00	268.00	35	
4	<b>068037</b>	<b>N</b>			<b>243.00</b>	<b>323.00</b>	<b>45</b>	
6	068150	N			338.00	454.00	70	
8	<b>111665</b>	<b>N</b>			<b>482.00</b>	<b>638.00</b>	<b>104</b>	
10		N			593.00	785.00	130	
12	<b>111658</b>	<b>N</b>			<b>805.00</b>	<b>1041.00</b>	<b>180</b>	

**MJ TEE / CROSS UNTAPPED**

3		N			166.00	228.00	35	
4		<b>N</b>			<b>203.00</b>	<b>283.00</b>	<b>45</b>	
6		N			298.00	414.00	70	
8	<b>052371</b>	<b>N</b>			<b>442.00</b>	<b>598.00</b>	<b>104</b>	
10		N			553.00	745.00	130	
12	<b>052364</b>	<b>N</b>			<b>765.00</b>	<b>1001.00</b>	<b>180</b>	

**MJ C110 BARE****LP-5091 Tyler Union D.I. C110 Mechanical Joint Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	---------------------	--------------------	------------------------

**MJxFLARE ADAPTER**

4		N			CALL		35	
6		N			CALL		50	
8		N			CALL		82	
10		N			CALL		110	
12		N			CALL		160	
14		N			CALL		190	
16		N			CALL		270	
18		N			CALL		320	
20		N			CALL		410	
24		N			CALL		545	
30		N			CALL		894	

**MJxFE ADAPTER 8" Laying Length**

3	347811	N			143.00	174.00	30	
4	291534	N			189.00	229.00	42	
6	291541	N	058458	N	264.00	322.00	62	60
8	347804	N	058472	N	361.00	439.00	88	85
10	347798	N			510.00	606.00	120	
12	347781	N	058434	N	659.00	777.00	150	155
16	347774	N	060819	N	1080.00	1308.00	260	240
18	347767	N	060833	N	1400.00	1729.00	305	280
20	347750	N	060857	N	1700.00	2128.00	340	340
24	347743	N	060871	N	2405.00	3009.00	495	455

**MJxFE ADAPTER 10" Laying Length**

30	347736	N	087038	N	4180.00	5041.00	760	760
36			067045	N	5685.00	7400.00		1070
48				N	11640.00	14562.00		1940

NOTE - For Tapped Tees, Plugs and Caps Only: We stock 2" IPT Taps only. For all tap sizes other than 2" IPT up to a 4" maximum add \$250.00 to the list price shown for corresponding 2" tapped fitting. Special tapped fittings are non-cancellable and non-returnable. Contact CSR for details

**FLANGED C110 BARE****Tyler Union Ductile Iron C110 Flanged Fittings/Bare Castings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>90° (1/4) BEND FLANGED</b>							
2	382904	N	046509	S	104.00	14	16
3	<b>294665</b>	<b>S</b>	<b>046547</b>	<b>S</b>	<b>136.00</b>	<b>26</b>	<b>29</b>
4	287933	S	046592	S	203.00	44	45
6	<b>287803</b>	<b>S</b>	<b>046653</b>	<b>S</b>	<b>300.00</b>	<b>68</b>	<b>71</b>
8	287902	S	046714	S	492.00	115	116
10	<b>287957</b>	<b>S</b>	<b>046387</b>	<b>S</b>	<b>768.00</b>	<b>164</b>	<b>181</b>
12	294740	S	046455	S	984.00	236	231
14	<b>294757</b>	<b>N</b>	<b>048084</b>	<b>S</b>	<b>1339.00</b>	<b>387</b>	<b>298</b>
16	287483	N	048138	S	1687.00	478	375
18	<b>294764</b>	<b>N</b>	<b>048190</b>	<b>S</b>	<b>2282.00</b>	<b>527</b>	<b>456</b>
20	294771	S	048244	S	2844.00	878	569
24	<b>294788</b>	<b>S</b>	<b>048299</b>	<b>S</b>	<b>5235.00</b>	<b>1257</b>	<b>910</b>
30	294795	N	046110	S	7675.00	1755	1396
36				N	11980.00		2178
42				N	18330.00		3055
48				N	24570.00		4095

**90° (1/4) BASE BEND FLANGED**

3	294832	N	046257	S	166.00	33	35
4	<b>294849</b>	<b>S</b>	<b>046264</b>	<b>S</b>	<b>248.00</b>	<b>55</b>	<b>55</b>
6	294870	S	046271	S	398.00	83	85
8	<b>294900</b>	<b>S</b>	<b>046288</b>	<b>S</b>	<b>675.00</b>	<b>141</b>	<b>145</b>
10	294948	S	046233	S	893.00	203	210
12	<b>294955</b>	<b>S</b>	<b>046240</b>	<b>S</b>	<b>1288.00</b>	<b>303</b>	<b>300</b>
14	294962	N	047988	S	1620.00	400	360
16	<b>294979</b>	<b>N</b>	<b>047995</b>	<b>S</b>	<b>2003.00</b>	<b>505</b>	<b>445</b>
18	294986	N	048008	S	2825.00	645	565
20	<b>294993</b>	<b>N</b>	<b>048015</b>	<b>S</b>	<b>3610.00</b>	<b>805</b>	<b>700</b>
24	295006	N	048022	S	5923.00	1215	1030
30	<b>341604</b>	<b>N</b>	<b>046073</b>	<b>S</b>	<b>8938.00</b>	<b>1945</b>	<b>1625</b>
36				N	13118.00		2385
42				N	20790.00		3465
48				N	27660.00		4610

**90° (1/4) REDUCING BEND FLANGED**

4x3	294672	S	046615	S	131.00	35	29
6x3		N			CALL	55	
6x4	<b>294689</b>	<b>S</b>	<b>046677</b>	<b>S</b>	<b>234.00</b>	<b>58</b>	<b>55</b>
6x5		N			CALL	60	
8x4	294696	S	046738	S	319.00	75	75
8x5		N			CALL	82	
8x6	<b>287599</b>	<b>S</b>	<b>046745</b>	<b>S</b>	<b>361.00</b>	<b>90</b>	<b>85</b>
10x4		N			CALL	105	
10x6	294702	S	046400	S	574.00	126	135
10x8	<b>294719</b>	<b>N</b>	<b>046417</b>	<b>S</b>	<b>638.00</b>	<b>150</b>	<b>150</b>
12x4		N			CALL	160	
12x6	294726	N	046486	S	680.00	165	160
12x8	<b>287735</b>	<b>N</b>	<b>046493</b>	<b>S</b>	<b>765.00</b>	<b>191</b>	<b>180</b>
12x10	294733	N	046479	S	893.00	218	210
14x6		N			CALL	230	
14x8		N			CALL	240	
14x10		N			CALL	280	

**FLANGED C110 BARE****LP-5091 Tyler Union Ductile Iron C110 Flanged Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**90° (1/4) REDUCING BEND FLANGED (Con't)**

14x12		N			CALL	320	
<b>16x8</b>		<b>N</b>			<b>CALL</b>	<b>300</b>	
16x10		N			CALL	340	
<b>16x12</b>		<b>N</b>			<b>CALL</b>	<b>380</b>	
16x14		N			CALL	420	
<b>18x12</b>		<b>N</b>			<b>CALL</b>	<b>440</b>	
18x14		N			CALL	480	
<b>18x16</b>		<b>N</b>			<b>CALL</b>	<b>540</b>	
20x12		N			CALL	570	
<b>20x14</b>		<b>N</b>			<b>CALL</b>	<b>520</b>	
20x16		N			CALL	640	
<b>20x18</b>		<b>N</b>			<b>CALL</b>	<b>680</b>	
24x14		N			CALL	865	
<b>24x16</b>		<b>N</b>			<b>CALL</b>	<b>880</b>	
24x18		N			CALL	930	
<b>24x20</b>		<b>N</b>			<b>CALL</b>	<b>1010</b>	

**90° (1/4) REDUCING BASE BEND FLANGED With Base Under Large End**

4x3	294856	N			195.00	43	
<b>6x4</b>	<b>294887</b>	<b>N</b>			<b>319.00</b>	<b>75</b>	
8x4	294917	N			489.00	115	
<b>8x6</b>	<b>294924</b>	<b>N</b>			<b>553.00</b>	<b>130</b>	
10x6	341611	N			745.00	175	
<b>10x8</b>	<b>341628</b>	<b>N</b>			<b>832.00</b>	<b>196</b>	
12x6	341635	N			978.00	230	
<b>12x8</b>	<b>341642</b>	<b>N</b>			<b>1084.00</b>	<b>255</b>	
12x10	341659	N			1211.00	285	
<b>14x6</b>		<b>N</b>			<b>CALL</b>	<b>300</b>	
14x8		N			CALL	310	
<b>14x10</b>		<b>N</b>			<b>CALL</b>	<b>350</b>	
14x12		N			CALL	390	
<b>16x8</b>		<b>N</b>			<b>CALL</b>	<b>375</b>	
16x10		N			CALL	415	
<b>16x12</b>		<b>N</b>			<b>CALL</b>	<b>455</b>	
18x12		N			CALL	555	
<b>18x16</b>		<b>N</b>			<b>CALL</b>	<b>655</b>	
20x12		N			CALL	640	
<b>20x16</b>		<b>N</b>			<b>CALL</b>	<b>760</b>	
24x16		N			CALL	1010	
<b>24x18</b>		<b>N</b>			<b>CALL</b>	<b>1060</b>	
24x20		N			CALL	1140	

NOTE - For Tapped Tees, Plugs and Caps Only: We stock 2" IPT Taps only. For all tap sizes other than 2" IPT up to a 4" maximum add \$250.00 to the list price shown for corresponding 2" topped fitting. Special topped fittings are non-cancellable and non-returnable. Contact CSR for details

Fitting Special Tap Pricing Policy:  
Special taps in fittings will apply to C110 Flanged Fittings Only. Flanged Fittings that require a tapping boss will have a one time \$200.00 (net) set up charge per boss per position. The price of each special tap, regardless of the tap size, is \$75.00 (net). For more details, consult your Customer Service Representative.

S = From Stock to 2 weeks • N = Non-Stock; Check for availability.

**FLANGED C110 BARE****Tyler Union Ductile Iron C110 Flanged Fittings/Bare Castings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>90° (1/4) REDUCING BASE BEND FLANGED With Base Under Small End</b>							
4x3	294863	N			203.00	45	
<b>6x4</b>	<b>294894</b>	<b>N</b>			<b>319.00</b>	<b>75</b>	
8x4	341666	N			502.00	115	
<b>8x6</b>	<b>294931</b>	<b>N</b>			<b>553.00</b>	<b>130</b>	
10x6	341673	N			723.00	170	
<b>10x8</b>	<b>341697</b>	<b>N</b>			<b>782.00</b>	<b>195</b>	
12x6	344155	N			978.00	230	
<b>12x8</b>	<b>344162</b>	<b>S</b>			<b>1084.00</b>	<b>255</b>	
12x10	341680	N			1211.00	285	
<b>14x6</b>		<b>N</b>			<b>CALL</b>	<b>300</b>	
14x8		N			CALL	310	
<b>14x10</b>		<b>N</b>			<b>CALL</b>	<b>350</b>	
14x12		N			CALL	390	
<b>16x8</b>		<b>N</b>			<b>CALL</b>	<b>375</b>	
16x10		N			CALL	415	
<b>16x12</b>		<b>N</b>			<b>CALL</b>	<b>455</b>	
18x12		N			CALL	555	
18x14		N			CALL	595	
<b>18x16</b>		<b>N</b>			<b>CALL</b>	<b>655</b>	
20x12		N			CALL	640	
<b>20x16</b>		<b>N</b>			<b>CALL</b>	<b>760</b>	
24x16		N			CALL	1010	
<b>24x18</b>		<b>N</b>			<b>CALL</b>	<b>1060</b>	
24x20		N			CALL	1140	

**90° (1/4) LONG RADIUS BEND FLANGED**

3	295013	N	046318	S	143.00	32	30
<b>4</b>	<b>295020</b>	<b>S</b>	<b>046325</b>	<b>S</b>	<b>225.00</b>	<b>50</b>	<b>50</b>
6	295037	S	046332	S	389.00	80	80
<b>8</b>	<b>295044</b>	<b>S</b>	<b>046349</b>	<b>S</b>	<b>647.00</b>	<b>154</b>	<b>140</b>
10	295051	S	046295	S	914.00	230	215
<b>12</b>	<b>295068</b>	<b>N</b>	<b>046301</b>	<b>S</b>	<b>1381.00</b>	<b>325</b>	<b>325</b>
14	295075	N	048039	S	1733.00	450	385
<b>16</b>	<b>295082</b>	<b>N</b>	<b>048046</b>	<b>S</b>	<b>2273.00</b>	<b>730</b>	<b>505</b>
<b>18</b>		<b>N</b>			<b>CALL</b>	<b>840</b>	
<b>20</b>		<b>N</b>			<b>5400.00</b>	<b>1080</b>	
<b>24</b>		<b>N</b>			<b>CALL</b>	<b>1640</b>	

**90° (1/4) REDUCING LONG RADIUS BEND FLANGED**

6x4		N			CALL	70	
<b>8x4</b>		<b>N</b>			<b>CALL</b>	<b>100</b>	
8x6		N			CALL	120	
<b>10x6</b>		<b>N</b>			<b>CALL</b>	<b>170</b>	
10x8		N			CALL	195	
<b>12x6</b>		<b>N</b>			<b>CALL</b>	<b>225</b>	
12x8		N			CALL	260	
<b>14x8</b>		<b>N</b>			<b>CALL</b>	<b>330</b>	
14x12		N			CALL	425	
<b>16x8</b>		<b>N</b>			<b>CALL</b>	<b>420</b>	
16x12		N			CALL	530	
<b>18x12</b>		<b>N</b>			<b>CALL</b>	<b>635</b>	
18x16		N			CALL	775	
<b>20x16</b>		<b>N</b>			<b>CALL</b>	<b>915</b>	
24x16		N			CALL	1300	
<b>24x20</b>		<b>N</b>			<b>CALL</b>	<b>1430</b>	

**FLANGED C110 BARE****LP-5091 Tyler Union Ductile Iron C110 Flanged Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**90° (1/4) LONG RADIUS BASE BEND FLANGED**

3	341741	N			195.00	35	
4	<b>295099</b>	<b>S</b>			<b>270.00</b>	<b>60</b>	
6	295105	N			391.00	92	
8	<b>295112</b>	<b>N</b>			<b>850.00</b>	<b>200</b>	
10	295129	N	046219	S	1169.00	275	420
12	<b>295136</b>	<b>N</b>	<b>046226</b>	<b>S</b>	<b>1772.00</b>	<b>409</b>	<b>420</b>
14	295143	N			2610.00	580	
16	<b>295150</b>	<b>N</b>			<b>3870.00</b>	<b>860</b>	
18		N			CALL	935	
20		N			CALL	1165	
24		N			CALL	1725	

**90° (1/4) REDUCING LONG RADIUS BASE BEND, BASE UNDER SMALL END FLANGED**

8x4		N			CALL	160	
8x6		N			CALL	180	
10x6		N			CALL	235	
10x8		N			CALL	260	
12x6		N			CALL	310	
12x8		N			CALL	345	
14x8		N			CALL	425	
16x8		N			CALL	530	
16x12		N			CALL	640	
18x12		N			CALL	790	
20x16		N			CALL	1075	
24x16		N			CALL	1475	
24x18		N			CALL	1500	
24x20		N			CALL	1605	

**90° (1/4) SIDE OUTLET BEND FLANGED**

4		N			CALL	60	
6		N			CALL	96	
8		N			CALL	150	
10		N			CALL	240	
12		N			CALL	340	
14		N			CALL	470	
16		N			CALL	620	
18		N			CALL	760	
20		N			CALL	970	
24		N			CALL	1510	

**FLANGExFLARE 90° ELL**

3	344391	N	046554	S	143.00	25	30
4	<b>295167</b>	<b>N</b>	<b>046608</b>	<b>S</b>	<b>203.00</b>	<b>40</b>	<b>45</b>
6	295174	S	046660	S	298.00	70	75
8	<b>295181</b>	<b>S</b>	<b>046721</b>	<b>S</b>	<b>510.00</b>	<b>118</b>	<b>120</b>
10	295198	S	046394	S	829.00	175	195
12	<b>295204</b>	<b>N</b>	<b>046462</b>	<b>S</b>	<b>1169.00</b>	<b>245</b>	<b>275</b>
14	344407	N	048091	S	1530.00	450	340
16	<b>295211</b>	<b>N</b>	<b>048145</b>	<b>S</b>	<b>2070.00</b>	<b>700</b>	<b>460</b>
18	295228	N	048206	S	2800.00	685	560
20	<b>345077</b>	<b>N</b>	<b>048251</b>	<b>S</b>	<b>3500.00</b>	<b>860</b>	<b>700</b>
24	344414	N	048305	S	6325.00	1195	1100
30		N			CALL	1565	

**FLANGED C110 BARE****Tyler Union Ductile Iron C110 Flanged Fittings/Bare Castings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**90° (1/4) FLANGExFLARE LONG RADIUS BEND FLANGED**

6		N			CALL	91	
8		N			CALL	145	
10		N			CALL	225	
12		N			CALL	225	
14		N			CALL	445	
16		N			CALL	700	
18		N			CALL	765	
20		N			CALL	990	
24		N			CALL	1340	

**45° (1/8) BEND FLANGED**

3	295235	S	046530	N	105.00	20	20
4	295242	S	046585	S	181.00	40	40
6	287780	S	046646	S	264.00	55	55
8	287667	S	046707	S	407.00	91	90
10	287797	S	046370	S	647.00	130	130
12	295259	S	046448	S	829.00	195	195
14	295266	N	048077	S	1042.00	245	220
16	295273	N	048121	S	1324.00	315	280
18	295280	N	048183	S	1625.00	422	325
20	295297	N	048237	S	2425.00	485	430
24	341833	N	048282	S	3803.00	541	630
30	341840	N	046103	S	6160.00	1335	1120
36		N			9653.00	1755	
42		N			15600.00	2600	
48		N			21480.00	3580	

**22½° (1/16) BEND FLANGED**

3	295303	S	046523	S	95.00	22	20
4	295310	S	046578	S	179.00	40	40
6	287582	S	046639	S	253.00	58	55
8	295327	S	046691	S	398.00	88	90
10	295334	N	046363	S	618.00	130	135
12	341802	N	046431	S	890.00	195	205
14	295341	N	048060	S	1013.00	250	225
16	295358	N	048114	S	1369.00	417	285
18	341826	N	048176	S	1675.00	402	335
20	341819	N	048220	S	2175.00	505	435
24	295365	N	048275	S	3680.00	528	640
30	247395	N	046097	S	6243.00	1385	1135
36				N	9845.00		1790
42				N	15990.00		2665
48				N	21990.00		3665

\*See catalog for laying lengths

**FLANGED C110 BARE****LP-5091 Tyler Union Ductile Iron C110 Flanged Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>11¼° (1/32) BEND FLANGED</b>							
3	297680	N	046516	S	95.00	20	20
4	<b>341796</b>	<b>N</b>	<b>046561</b>	<b>S</b>	<b>179.00</b>	<b>40</b>	<b>40</b>
6	295372	N	046622	S	262.00	56	55
8	<b>295389</b>	<b>N</b>	<b>046684</b>	<b>S</b>	<b>403.00</b>	<b>88</b>	<b>90</b>
10	295396	N	046356	S	574.00	130	135
12	<b>295402</b>	<b>N</b>	<b>046424</b>	<b>S</b>	<b>871.00</b>	<b>193</b>	<b>205</b>
14	341789	N	048053	S	1052.00	225	225
16	<b>295419</b>	<b>N</b>	<b>048107</b>	<b>S</b>	<b>1283.00</b>	<b>398</b>	<b>285</b>
18	341772	N	048152	S	1675.00	385	335
20	<b>341864</b>	<b>N</b>	<b>048213</b>	<b>S</b>	<b>2175.00</b>	<b>505</b>	<b>435</b>
24	341765	N	048268	S	3866.00	760	645
30	<b>343349</b>	<b>N</b>	<b>046080</b>	<b>S</b>	<b>6325.00</b>	<b>1395</b>	<b>1150</b>
36				N	9928.00		1805
42				N	<b>16080.00</b>		<b>2680</b>
48				N	22170.00		3695

**WYE FLANGED (Not included in AWWA C110)**

3	295969	N	047902	S	214.00	49	45
4x3	<b>295976</b>	<b>N</b>	<b>047926</b>	<b>S</b>	<b>293.00</b>	<b>68</b>	<b>65</b>
4	295983	S	047919	S	345.00	76	75
6x4	<b>295990</b>	<b>S</b>	<b>047940</b>	<b>S</b>	<b>489.00</b>	<b>106</b>	<b>115</b>
6	296003	S	047933	S	525.00	119	120
8x4	<b>287650</b>	<b>N</b>	<b>047964</b>	<b>S</b>	<b>765.00</b>	<b>153</b>	<b>180</b>
8x6	296010	S	047971	S	768.00	188	189
8	<b>287674</b>	<b>S</b>	<b>047957</b>	<b>S</b>	<b>862.00</b>	<b>201</b>	<b>200</b>
10x4	341994	N	047780	S	1105.00	232	260
10x6	<b>341987</b>	<b>S</b>	<b>047797</b>	<b>S</b>	<b>1148.00</b>	<b>288</b>	<b>270</b>
10x8	296027	N	047803	S	1254.00	333	295
10	<b>296034</b>	<b>N</b>	<b>047766</b>	<b>S</b>	<b>1359.00</b>	<b>349</b>	<b>335</b>
12x4	341970	N	047834	S	1615.00	355	380
12x6	<b>341963</b>	<b>N</b>	<b>047889</b>	<b>S</b>	<b>1679.00</b>	<b>370</b>	<b>395</b>
12x8	341956	N	047896	S	1785.00	395	420
12x10	<b>287889</b>	<b>N</b>	<b>047827</b>	<b>S</b>	<b>1934.00</b>	<b>420</b>	<b>455</b>
12	296041	N	047810	S	2043.00	460	515
14x6	<b>341949</b>	<b>N</b>	<b>049463</b>	<b>S</b>	<b>2340.00</b>	<b>604</b>	<b>520</b>
14x8	341932	N	049470	S	2453.00	638	545
14x10	<b>296058</b>	<b>N</b>	<b>049449</b>	<b>S</b>	<b>2363.00</b>	<b>555</b>	<b>525</b>
14x12	341925	N	049456	S	2790.00	600	620
14	<b>296065</b>	<b>N</b>	<b>049432</b>	<b>S</b>	<b>2723.00</b>	<b>740</b>	<b>605</b>
16x6	341918	N	049524	S	2790.00	655	620
16x8	<b>296072</b>	<b>N</b>	<b>049531</b>	<b>S</b>	<b>3195.00</b>	<b>680</b>	<b>710</b>
16x10	296089	N	049494	S	3330.00	715	740
16x12	<b>296096</b>	<b>N</b>	<b>049500</b>	<b>S</b>	<b>3218.00</b>	<b>755</b>	<b>715</b>
16x14	341901	N	049517	S	3735.00	800	830
16	<b>296102</b>	<b>N</b>	<b>049487</b>	<b>S</b>	<b>3623.00</b>	<b>850</b>	<b>805</b>
18x8	341895	N	049609	S	3125.00	820	625
18x10	<b>341888</b>	<b>N</b>	<b>049562</b>	<b>S</b>	<b>4425.00</b>	<b>855</b>	<b>885</b>
18x12	341871	N	049579	S	4650.00	895	930
18x14	<b>296119</b>	<b>N</b>	<b>049586</b>	<b>S</b>	<b>4875.00</b>	<b>940</b>	<b>975</b>
18x16	296126	N	049593	S	5125.00	990	1025
18	<b>296133</b>	<b>N</b>	<b>049555</b>	<b>S</b>	<b>4900.00</b>	<b>1035</b>	<b>980</b>
20x10	343004	N	049623	S	4025.00	1095	805
20x12	<b>342991</b>	<b>N</b>	<b>049630</b>	<b>S</b>	<b>5550.00</b>	<b>1130</b>	<b>1110</b>

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

179

Confidential

McWane-014420

CX 2358-179

**FLANGED C110 BARE****Tyler Union Ductile Iron C110 Flanged Fittings/Bare Castings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>WYE FLANGED (Not included in AWWA C110) (Con't)</b>							
20x14	342984	N	049647	S	6075.00	1170	1215
<b>20x16</b>	<b>342977</b>	<b>N</b>	<b>049654</b>	<b>S</b>	<b>6350.00</b>	<b>1220</b>	<b>1270</b>
20	296140	N	049616	S	6325.00	1345	1265
24x12		N			CALL	1250	
24x14		N			CALL	1810	
24x16		N		N	10868.00	1890	1890
24x18		N			CALL	1950	
24x20		N			CALL	2040	
<b>24</b>	<b>373353</b>	<b>N</b>	<b>049661</b>	<b>S</b>	<b>10954.00</b>	<b>2020</b>	<b>1905</b>
30x12		N			CALL	1875	
30x14		N			CALL	1910	
30x16		N			CALL	2765	
30x18		N			CALL	2820	
30x20		N			CALL	2895	
30x24		N			CALL	3045	
30		N			CALL	3285	
36				N	CALL		5740

**FLANGE TRUE WYE**

4x4x4	296157	S	047711	S	248.00	49	55
<b>6x4x4</b>	<b>344377</b>	<b>N</b>	<b>047735</b>	<b>S</b>	<b>255.00</b>	<b>75</b>	<b>60</b>
6x6x6	296164	S	047728	S	361.00	84	85
8x4x4		N			CALL	85	
<b>8x6x6</b>	<b>344384</b>	<b>N</b>	<b>047759</b>	<b>S</b>	<b>425.00</b>	<b>134</b>	<b>100</b>
8x8x8	296171	S	047742	S	595.00	144	140
10x6x6		N			CALL	140	
10x8x8		N			CALL	155	
10		N			CALL	220	
12x8x8		N			CALL	210	
12		N			CALL	315	

**TEE FLANGED**

2*	382935	N	047483	S	130.00	20	20
<b>3x2*</b>	<b>295426</b>	<b>N</b>	<b>047506</b>	<b>S</b>	<b>166.00</b>	<b>34</b>	<b>35</b>
3	295433	S	047490	S	194.00	42	40
<b>4x3x3*</b>	<b>295730</b>	<b>N</b>			<b>252.00</b>	<b>53</b>	
4x2	295440	N	047520	S	225.00	50	50
<b>4x3</b>	<b>295457</b>	<b>N</b>	<b>047537</b>	<b>S</b>	<b>270.00</b>	<b>54</b>	<b>60</b>
4x4x6*	295846	N			405.00	90	
<b>4</b>	<b>287841</b>	<b>S</b>	<b>047513</b>	<b>S</b>	<b>293.00</b>	<b>66</b>	<b>65</b>
6x4x4*	295747	N	047582	S	383.00	85	85
<b>6x4x6*</b>	<b>295754</b>	<b>N</b>	<b>047599</b>	<b>S</b>	<b>383.00</b>	<b>90</b>	<b>90</b>
6x6x8*	295853	N	047605	S	604.00	140	140
<b>6x2</b>	<b>295464</b>	<b>N</b>	<b>047551</b>	<b>S</b>	<b>328.00</b>	<b>85</b>	<b>85</b>
6x3	287865	N	047568	S	361.00	86	85
<b>6x4</b>	<b>287896</b>	<b>S</b>	<b>047575</b>	<b>S</b>	<b>383.00</b>	<b>90</b>	<b>90</b>
6	287858	S	047544	S	440.00	95	95
8x6x4*	295761	N	047650	S	531.00	130	125
<b>8x6x6*</b>	<b>295778</b>	<b>N</b>	<b>047667</b>	<b>S</b>	<b>574.00</b>	<b>148</b>	<b>135</b>
8x6x8*	295785	N	047674	S	616.00	154	145
<b>8x8x10*</b>	<b>342960</b>	<b>N</b>	<b>047681</b>	<b>S</b>	<b>1105.00</b>	<b>260</b>	<b>260</b>
8x8x12*	287612	N			1177.00	310	

**FLANGED C110 BARE****LP-5091 Tyler Union Ductile Iron C110 Flanged Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>TEE FLANGED (Cont)</b>							
<b>8x3</b>	<b>287919</b>	<b>N</b>	<b>047629</b>	<b>S</b>	<b>548.00</b>	<b>128</b>	<b>129</b>
8x4	287971	S	047636	S	595.00	140	140
<b>8x6</b>	<b>287872</b>	<b>S</b>	<b>047643</b>	<b>S</b>	<b>637.00</b>	<b>147</b>	<b>145</b>
8	287605	S	047612	S	736.00	168	155
<b>10x6x6*</b>	<b>347422</b>	<b>N</b>			<b>1180.00</b>	<b>278</b>	
10x6x10*	342953	N			1308.00	308	
<b>10x8x6*</b>	<b>342946</b>	<b>N</b>			<b>1265.00</b>	<b>280</b>	
10x8x8*	342939	N			1182.00	295	
<b>10x8x10*</b>	<b>342922</b>	<b>N</b>			<b>1288.00</b>	<b>303</b>	
10x4	295471	S	047407	S	866.00	215	205
<b>10x6</b>	<b>295488</b>	<b>S</b>	<b>047414</b>	<b>S</b>	<b>899.00</b>	<b>216</b>	<b>215</b>
10x8	295495	N	047421	S	946.00	233	225
<b>10</b>	<b>287964</b>	<b>S</b>	<b>047391</b>	<b>S</b>	<b>1100.00</b>	<b>270</b>	<b>270</b>
10x10x12*	342915	N			1432.00	337	
<b>12x6x6*</b>	<b>342908</b>	<b>N</b>			<b>1469.00</b>	<b>346</b>	
12x6x8*	342892	N			1537.00	362	
<b>12x8x6*</b>	<b>287698</b>	<b>N</b>			<b>1509.00</b>	<b>355</b>	
12x8x8*	295808	N			1594.00	375	
<b>12x8x12*</b>	<b>342885</b>	<b>N</b>			<b>1785.00</b>	<b>420</b>	
12x10x6*	342878	N			1658.00	390	
<b>12x10x8*</b>	<b>295815</b>	<b>N</b>			<b>1700.00</b>	<b>400</b>	
12x10x10*	295822	N			1785.00	420	
<b>12x10x12*</b>	<b>295839</b>	<b>N</b>			<b>1870.00</b>	<b>440</b>	
12x4	295501	N	047452	S	1218.00	301	290
<b>12x6</b>	<b>295518</b>	<b>N</b>	<b>047469</b>	<b>S</b>	<b>1237.00</b>	<b>295</b>	<b>295</b>
12x8	287629	S	047476	S	1302.00	331	310
<b>12x10</b>	<b>295525</b>	<b>N</b>	<b>047445</b>	<b>S</b>	<b>1471.00</b>	<b>355</b>	<b>360</b>
12	287742	S	047438	S	1569.00	385	385
<b>14x4</b>	<b>295532</b>	<b>N</b>			<b>1823.00</b>	<b>405</b>	
14x6	295549	N	049111	S	1688.00	530	375
<b>14x8</b>	<b>295556</b>	<b>N</b>	<b>049128</b>	<b>S</b>	<b>1755.00</b>	<b>435</b>	<b>390</b>
14x10	295563	N	049098	S	1800.00	550	400
<b>14x12</b>	<b>295570</b>	<b>N</b>	<b>049104</b>	<b>S</b>	<b>1913.00</b>	<b>470</b>	<b>425</b>
14	295587	N	049081	S	2250.00	602	435
<b>16x4</b>	<b>342861</b>	<b>N</b>			<b>2250.00</b>	<b>500</b>	
16x6	295594	N	049173	S	2083.00	540	475
<b>16x8</b>	<b>295600</b>	<b>N</b>	<b>049180</b>	<b>S</b>	<b>2133.00</b>	<b>620</b>	<b>475</b>
16x10	342854	N	049142	S	2242.00	565	495
<b>16x12</b>	<b>295617</b>	<b>N</b>	<b>049159</b>	<b>S</b>	<b>2302.00</b>	<b>634</b>	<b>520</b>
16x14	316640	N	049166	S	2385.00	610	530
<b>16</b>	<b>287575</b>	<b>N</b>	<b>049135</b>	<b>S</b>	<b>2490.00</b>	<b>675</b>	<b>550</b>
18x6	343219	N	049241	S	2403.00	560	480
<b>18x8</b>	<b>343202</b>	<b>N</b>	<b>049258</b>	<b>S</b>	<b>2475.00</b>	<b>570</b>	<b>495</b>
18x10	343196	N	049203	S	2550.00	585	510
<b>18x12</b>	<b>345091</b>	<b>N</b>	<b>049210</b>	<b>S</b>	<b>2668.00</b>	<b>605</b>	<b>535</b>
18x14	295624	N	049227	S	3100.00	740	630
<b>18x16</b>	<b>295631</b>	<b>N</b>	<b>049234</b>	<b>S</b>	<b>3250.00</b>	<b>760</b>	<b>650</b>
18	295648	N	049197	S	3318.00	785	665
<b>20x6</b>	<b>316633</b>	<b>N</b>	<b>049326</b>	<b>S</b>	<b>3050.00</b>	<b>710</b>	<b>610</b>
20x8	316626	N	049333	S	3100.00	720	620
<b>20x10</b>	<b>343011</b>	<b>N</b>	<b>049272</b>	<b>S</b>	<b>3175.00</b>	<b>735</b>	<b>635</b>
20x12	343189	N	049289	S	3300.00	755	660
<b>20x14</b>	<b>295655</b>	<b>N</b>	<b>049296</b>	<b>S</b>	<b>3325.00</b>	<b>770</b>	<b>665</b>

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

181

Confidential

McWane-014422

CX 2358-181

**FLANGED C110 BARE****Tyler Union Ductile Iron C110 Flanged Fittings/Bare Castings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>TEE FLANGED (Cont)</b>							
20x16	295662	N	049302	S	4050.00	950	810
<b>20x18</b>	<b>382690</b>	<b>N</b>	<b>049319</b>	<b>S</b>	<b>4100.00</b>	<b>965</b>	<b>820</b>
20	295679	N	049265	S	4266.00	1005	1005
<b>24x6</b>	<b>343172</b>	<b>N</b>	<b>049418</b>	<b>S</b>	<b>4893.00</b>	<b>1000</b>	<b>845</b>
24x8	295686	N	049425	S	4945.00	1010	860
<b>24x10</b>	<b>343165</b>	<b>N</b>	<b>049357</b>	<b>S</b>	<b>5060.00</b>	<b>1020</b>	<b>880</b>
24x12	295693	N	049364	S	5121.00	1125	890
<b>24x14</b>	<b>295709</b>	<b>N</b>	<b>049371</b>	<b>S</b>	<b>5134.00</b>	<b>1050</b>	<b>900</b>
24x16	343158	N	049388	S	5248.00	1070	915
<b>24x18</b>	<b>316749</b>	<b>N</b>	<b>049395</b>	<b>S</b>	<b>6889.00</b>	<b>1534</b>	<b>1220</b>
24x20	344933	N	049401	S	7216.00	1510	1255
<b>24</b>	<b>295716</b>	<b>N</b>	<b>049340</b>	<b>S</b>	<b>7657.00</b>	<b>1685</b>	<b>1330</b>
30x6	343226	N			9488.00	1725	
30x8		N			CALL	1450	
30x10		N			CALL	1465	
<b>30x12</b>	<b>343233</b>	<b>N</b>	<b>046189</b>	<b>N</b>	<b>7832.00</b>	<b>1780</b>	<b>1490</b>
<b>30x14</b>		<b>N</b>			<b>CALL</b>	<b>1490</b>	
<b>30x16</b>		<b>N</b>			<b>CALL</b>	<b>1505</b>	
30x18	343240	N	046196	N	8333.00	1815	1515
30x20		N			8470.00	1540	
<b>30x24</b>	<b>316657</b>	<b>N</b>	<b>046202</b>	<b>N</b>	<b>11138.00</b>	<b>2475</b>	<b>2025</b>
30	295723	N	046172	N	11834.00	2615	2160
36x12		N			CALL	2170	
36x16		N			12018.00	1975	
36x18		N			12045.00	2190	
36x20		N			CALL	2145	
36x24				N	12403.00		2255
36x30				N	16500.00		3000
36				N	17291.00		3160
42x24				N	19470.00		3245
42x30				N	24750.00		4125
42x36				N	32160.00		5360
42				N	33480.00		5580
48x24				N	26310.00		4385
48x30				N	26730.00		4455
48x36				N	33330.00		5555
48x42				N	43170.00		7195
48				N	44310.00		7385
<b>BASE TEE, FLANGED</b>							
3	295877	N	047353	S	214.00	50	45
<b>4</b>	<b>295884</b>	<b>N</b>	<b>047360</b>	<b>S</b>	<b>338.00</b>	<b>70</b>	<b>75</b>
<b>6x4</b>		<b>N</b>			<b>CALL</b>	<b>105</b>	
6	295914	S	047377	S	468.00	115	110
8x4		N			CALL	170	
8x6		N			CALL	186	
<b>8</b>	<b>295921</b>	<b>S</b>	<b>047384</b>	<b>S</b>	<b>786.00</b>	<b>155</b>	<b>185</b>
<b>10x4</b>		<b>N</b>			<b>CALL</b>	<b>235</b>	
<b>10x6</b>		<b>N</b>			<b>1041.00</b>	<b>245</b>	
<b>10x8</b>		<b>N</b>			<b>CALL</b>	<b>255</b>	
10	341703	N	047339	S	1275.00	315	300
12x4		N			CALL	335	
12x6		N			CALL	340	

## FLANGED C110 BARE

## LP-5091 Tyler Union Ductile Iron C110 Flanged Fittings/Bare Castings

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>BASE TEE, FLANGED (Con't)</b>							
12x8		N			CALL	355	
12x10		N			CALL	405	
<b>12</b>	<b>295945</b>	<b>N</b>	<b>047346</b>	<b>S</b>	<b>1828.00</b>	<b>450</b>	<b>430</b>
<b>14x4</b>		<b>N</b>			<b>CALL</b>	<b>475</b>	
<b>14x6</b>		<b>N</b>			<b>CALL</b>	<b>425</b>	
<b>14x8</b>		<b>N</b>			<b>CALL</b>	<b>485</b>	
<b>14x10</b>		<b>N</b>			<b>CALL</b>	<b>500</b>	
<b>14x12</b>		<b>N</b>			<b>CALL</b>	<b>520</b>	
14	341710	N	049036	S	2183.00	550	485
16x4		N			CALL	575	
16x6		N			CALL	658	
16x8		N			CALL	605	
16x10		N			CALL	615	
16x12		N			CALL	640	
16x14		N			CALL	660	
<b>16</b>	<b>295952</b>	<b>N</b>	<b>049043</b>	<b>S</b>	<b>2700.00</b>	<b>685</b>	<b>600</b>
<b>18x6</b>		<b>N</b>			<b>CALL</b>	<b>770</b>	
<b>18x8</b>		<b>N</b>			<b>CALL</b>	<b>570</b>	
<b>18x10</b>		<b>N</b>			<b>CALL</b>	<b>585</b>	
<b>18x12</b>		<b>N</b>			<b>CALL</b>	<b>635</b>	
<b>18x14</b>		<b>N</b>			<b>CALL</b>	<b>705</b>	
<b>18x16</b>		<b>N</b>			<b>CALL</b>	<b>725</b>	
18	341727	N	049050	S	3700.00	855	740
20x6		N			CALL	685	
20x8		N			CALL	770	
20x10		N			CALL	810	
20x12		N			CALL	805	
20x14		N			CALL	740	
20x16		N			CALL	1025	
20x18		N			CALL	895	
<b>20</b>	<b>341734</b>	<b>N</b>	<b>049067</b>	<b>S</b>	<b>4650.00</b>	<b>1125</b>	<b>930</b>
24x6		N			CALL	925	
24x8		N			CALL	940	
24x10		N			CALL	960	
<b>24x12</b>		<b>N</b>			<b>CALL</b>	<b>970</b>	
24x14		N			CALL	980	
24x16		N			CALL	995	
24x18		N			CALL	1300	
24x20		N			CALL	1590	
24	341598	N	049074	S	8108.00	1715	1410
30x8		N			CALL	1570	
30x10		N			CALL	1585	
30x12		N			CALL	1610	
30x14		N			CALL	1610	
30x16		N			CALL	1625	
30x18		N			CALL	1635	
30x20		N			CALL	1660	
30x24		N			CALL	2145	
30		N			CALL	2270	

**FLANGED C110 BARE****Tyler Union Ductile Iron C110 Flanged Fittings/Bare Castings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**TEE FLANGED WITH SIDE OUTLET**

4		N			CALL	82	
6		N			574.00	135	
<b>8</b>		<b>N</b>			<b>596.00</b>	<b>115</b>	
10		N			CALL	330	
<b>12</b>		<b>N</b>			<b>CALL</b>	<b>470</b>	
14		N			CALL	650	
<b>16</b>		<b>N</b>			<b>CALL</b>	<b>850</b>	
18		N			CALL	1040	
<b>20</b>		<b>N</b>			<b>CALL</b>	<b>1330</b>	
24		N			CALL	3080	

**CROSS FLANGED**

3	296188	N	046844	S	238.00	51	50
<b>4x3</b>	<b>343264</b>	<b>N</b>	<b>046868</b>	<b>S</b>	<b>315.00</b>	<b>76</b>	<b>70</b>
4	296195	S	046851	S	392.00	80	80
<b>6x3</b>	<b>296201</b>	<b>N</b>	<b>046882</b>	<b>S</b>	<b>404.00</b>	<b>95</b>	<b>95</b>
6x4	296218	N	046899	S	468.00	112	110
<b>6</b>	<b>287940</b>	<b>S</b>	<b>046875</b>	<b>S</b>	<b>603.00</b>	<b>125</b>	<b>120</b>
8x3	343271	N			595.00	140	
<b>8x4</b>	<b>296225</b>	<b>N</b>	<b>046912</b>	<b>S</b>	<b>659.00</b>	<b>155</b>	<b>155</b>
8x6	296232	S	046929	S	701.00	165	165
<b>8</b>	<b>296249</b>	<b>S</b>	<b>046905</b>	<b>S</b>	<b>904.00</b>	<b>203</b>	<b>195</b>
10x4	343288	N	046769	S	935.00	220	220
<b>10x6</b>	<b>296256</b>	<b>N</b>	<b>046776</b>	<b>S</b>	<b>1020.00</b>	<b>242</b>	<b>240</b>
10x8	343295	N	046783	S	1126.00	265	265
<b>10</b>	<b>296263</b>	<b>N</b>	<b>046752</b>	<b>S</b>	<b>1403.00</b>	<b>333</b>	<b>330</b>
12x4	296270	N	046813	S	1318.00	310	310
<b>12x6</b>	<b>343301</b>	<b>N</b>	<b>046820</b>	<b>S</b>	<b>1360.00</b>	<b>326</b>	<b>320</b>
12x8	296287	S	046837	S	1471.00	351	345
<b>12x10</b>	<b>296294</b>	<b>N</b>	<b>046806</b>	<b>S</b>	<b>1764.00</b>	<b>415</b>	<b>415</b>
12	296300	S	046790	S	1949.00	460	460
<b>14x6</b>	<b>343318</b>	<b>N</b>	<b>048336</b>	<b>S</b>	<b>1800.00</b>	<b>450</b>	<b>400</b>
14x8	296317	N	048343	S	1913.00	475	425
<b>14x12</b>	<b>296324</b>	<b>N</b>	<b>048329</b>	<b>S</b>	<b>2273.00</b>	<b>555</b>	<b>505</b>
14	347088	N	048312	S	2385.00	712	530
<b>16x6</b>	<b>343325</b>	<b>N</b>	<b>048381</b>	<b>S</b>	<b>2205.00</b>	<b>565</b>	<b>490</b>
16x8	343028	N	048398	S	2340.00	713	520
<b>16x10</b>	<b>343035</b>	<b>N</b>	<b>048367</b>	<b>S</b>	<b>2498.00</b>	<b>748</b>	<b>555</b>
16x12	343332	N	048374	S	2723.00	818	605
<b>16</b>	<b>287568</b>	<b>N</b>	<b>048350</b>	<b>S</b>	<b>2993.00</b>	<b>806</b>	<b>665</b>
18x12	343042	N	048411	S	3050.00	706	610
<b>18</b>	<b>344964</b>	<b>N</b>	<b>048404</b>	<b>S</b>	<b>3975.00</b>	<b>915</b>	<b>795</b>
20x12	343059	N	048435	S	3675.00	820	735
<b>20x16</b>	<b>343066</b>	<b>N</b>	<b>048442</b>	<b>S</b>	<b>4575.00</b>	<b>1065</b>	<b>915</b>
20	343073	N	048428	S	5075.00	1175	1015
24x6		N			6195.00	1180	
<b>24x12</b>	<b>343080</b>	<b>N</b>	<b>048473</b>	<b>S</b>	<b>5040.00</b>	<b>1100</b>	<b>960</b>
24x14	343097	N	048480	S	5119.00	1125	975
<b>24x16</b>	<b>343103</b>	<b>N</b>	<b>048497</b>	<b>S</b>	<b>5303.00</b>	<b>1160</b>	<b>1010</b>
24x20	343110	N	048503	S	7508.00	1695	1430
<b>24</b>	<b>343127</b>	<b>N</b>	<b>048459</b>	<b>S</b>	<b>8243.00</b>	<b>1850</b>	<b>1570</b>
30x24	343134	N	046134	N	12348.00	2695	2245
<b>30</b>	<b>343141</b>	<b>N</b>	<b>046127</b>	<b>N</b>	<b>13750.00</b>	<b>2980</b>	<b>2500</b>

**FLANGED C110 BARE****LP-5091 Tyler Union Ductile Iron C110 Flanged Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>ECCENTRIC REDUCER FLANGED</b>							
4x2		N			117.00	26	
4x3	296607	N	047230	S	135.00	30	30
<b>6x3</b>	<b>296614</b>	<b>N</b>	<b>047247</b>	<b>S</b>	<b>170.00</b>	<b>45</b>	<b>40</b>
6x4	296621	S	047254	S	191.00	52	45
6x5		N			CALL	50	
<b>8x4</b>	<b>296638</b>	<b>S</b>	<b>047261</b>	<b>S</b>	<b>310.00</b>	<b>66</b>	<b>73</b>
<b>8x5</b>		<b>N</b>			<b>CALL</b>	<b>71</b>	
8x6	287834	S	047278	S	319.00	80	75
10x4		N			412.00	97	
<b>10x6</b>	<b>296645</b>	<b>S</b>	<b>047186</b>	<b>S</b>	<b>395.00</b>	<b>98</b>	<b>93</b>
10x8	296652	S	047193	S	451.00	123	106
12x4		N			531.00	125	
<b>12x6</b>	<b>296669</b>	<b>N</b>	<b>047216</b>	<b>S</b>	<b>553.00</b>	<b>135</b>	<b>130</b>
12x8	296676	S	047223	S	616.00	149	145
<b>12x10</b>	<b>296683</b>	<b>S</b>	<b>047209</b>	<b>S</b>	<b>723.00</b>	<b>170</b>	<b>170</b>
<b>14x6</b>		<b>N</b>			<b>CALL</b>	<b>180</b>	
<b>14x8</b>		<b>N</b>			<b>CALL</b>	<b>200</b>	
<b>14x12</b>		<b>N</b>			<b>CALL</b>	<b>250</b>	
16x6	296690	N	048862	S	855.00	245	190
<b>16x8</b>	<b>296706</b>	<b>N</b>	<b>048879</b>	<b>S</b>	<b>945.00</b>	<b>230</b>	<b>210</b>
16x10	296713	N	048831	S	1058.00	255	235
<b>16x12</b>	<b>296720</b>	<b>N</b>	<b>048848</b>	<b>S</b>	<b>1193.00</b>	<b>332</b>	<b>265</b>
16x14	296737	N	048855	S	1260.00	377	280
<b>18x8</b>	<b>344261</b>	<b>N</b>	<b>048923</b>	<b>S</b>	<b>1200.00</b>	<b>310</b>	<b>240</b>
18x10	296744	N	048886	S	1325.00	305	265
<b>18x12</b>	<b>296751</b>	<b>N</b>	<b>048893</b>	<b>S</b>	<b>1475.00</b>	<b>325</b>	<b>295</b>
18x14	296768	N	048909	S	1550.00	335	310
<b>18x16</b>	<b>344278</b>	<b>N</b>	<b>048916</b>	<b>S</b>	<b>1700.00</b>	<b>335</b>	<b>340</b>
20x10	344285	N	048930	S	1550.00	350	310
<b>20x12</b>	<b>296775</b>	<b>N</b>	<b>048947</b>	<b>S</b>	<b>1725.00</b>	<b>370</b>	<b>345</b>
20x14	344292	N	048954	S	1765.00	402	355
<b>20x16</b>	<b>344438</b>	<b>N</b>	<b>048961</b>	<b>S</b>	<b>1950.00</b>	<b>449</b>	<b>390</b>
20x18	344469	N	048978	S	2050.00	455	410
<b>24x12</b>	<b>296782</b>	<b>N</b>	<b>048985</b>	<b>S</b>	<b>2760.00</b>	<b>601</b>	<b>480</b>
24x14	296799	N	048992	S	2818.00	570	490
<b>24x16</b>	<b>296805</b>	<b>N</b>	<b>049005</b>	<b>S</b>	<b>3019.00</b>	<b>614</b>	<b>525</b>
24x18	344476	N	049012	S	3163.00	638	550
<b>24x20</b>	<b>344483</b>	<b>N</b>	<b>049029</b>	<b>S</b>	<b>3393.00</b>	<b>637</b>	<b>590</b>
42x24				N	10920.00		1810
42x30				N	12360.00		2060
42x36				N	14070.00		2345
48x30				N	15690.00		2615
48x36				N	17640.00		2940
48x42				N	19920.00		3320

**FLANGED C110 BARE****Tyler Union Ductile Iron C110 Flanged Fittings/Bare Castings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>CONCENTRIC REDUCER FLANGED</b>							
3x2	296348	N	047063	S	76.00	16	16
<b>4x2</b>	<b>296355</b>	<b>N</b>	<b>047070</b>	<b>S</b>	<b>113.00</b>	<b>25</b>	<b>25</b>
4x3	287995	S	047100	S	139.00	30	30
<b>6x2</b>	<b>296362</b>	<b>N</b>	<b>047117</b>	<b>S</b>	<b>149.00</b>	<b>36</b>	<b>35</b>
6x3	296379	S	047124	S	170.00	40	40
<b>6x4</b>	<b>296386</b>	<b>S</b>	<b>047131</b>	<b>S</b>	<b>206.00</b>	<b>45</b>	<b>45</b>
6x5	296393	S	047148	S	217.00	56	51
<b>8x3</b>	<b>296409</b>	<b>N</b>			<b>258.00</b>	<b>61</b>	
8x4	287926	S	047155	S	309.00	65	65
<b>8x5</b>	<b>296416</b>	<b>S</b>	<b>047162</b>	<b>S</b>	<b>298.00</b>	<b>78</b>	<b>70</b>
8x6	287643	S	047179	S	337.00	76	75
<b>10x4</b>	<b>296423</b>	<b>S</b>	<b>046998</b>	<b>S</b>	<b>361.00</b>	<b>98</b>	<b>85</b>
10x6	296430	S	047001	S	433.00	94	90
<b>10x8</b>	<b>296447</b>	<b>S</b>	<b>047018</b>	<b>S</b>	<b>540.00</b>	<b>110</b>	<b>110</b>
12x4	344254	S	047032	S	527.00	119	124
<b>12x6</b>	<b>296454</b>	<b>S</b>	<b>047049</b>	<b>S</b>	<b>628.00</b>	<b>130</b>	<b>130</b>
12x8	296461	S	047056	S	703.00	145	145
<b>12x10</b>	<b>296478</b>	<b>S</b>	<b>047025</b>	<b>S</b>	<b>796.00</b>	<b>178</b>	<b>170</b>
14x6	344247	N	048596	S	698.00	165	155
<b>14x8</b>	<b>344230</b>	<b>N</b>	<b>048602</b>	<b>S</b>	<b>788.00</b>	<b>185</b>	<b>175</b>
14x10	296485	N	048572	S	878.00	205	190
<b>14x12</b>	<b>296492</b>	<b>N</b>	<b>048589</b>	<b>S</b>	<b>997.00</b>	<b>294</b>	<b>220</b>
16x6	344223	N	048640	S	855.00	245	190
<b>16x8</b>	<b>296508</b>	<b>N</b>	<b>048657</b>	<b>S</b>	<b>952.00</b>	<b>230</b>	<b>210</b>
16x10	344216	N	048619	S	1071.00	255	235
<b>16x12</b>	<b>296515</b>	<b>N</b>	<b>048626</b>	<b>S</b>	<b>1218.00</b>	<b>285</b>	<b>265</b>
16x14	345084	N	048633	S	1260.00	377	280
<b>18x8</b>	<b>344209</b>	<b>N</b>	<b>048718</b>	<b>S</b>	<b>1200.00</b>	<b>265</b>	<b>240</b>
18x10	296522	N	048671	S	1325.00	290	265
<b>18x12</b>	<b>344193</b>	<b>N</b>	<b>048688</b>	<b>S</b>	<b>1477.00</b>	<b>320</b>	<b>295</b>
18x14	296539	N	048695	S	1525.00	350	305
<b>18x16</b>	<b>316756</b>	<b>N</b>	<b>048701</b>	<b>S</b>	<b>1709.00</b>	<b>405</b>	<b>340</b>
20x10	296546	N	048725	S	1550.00	418	310
<b>20x12</b>	<b>344186</b>	<b>N</b>	<b>048732</b>	<b>S</b>	<b>1819.00</b>	<b>465</b>	<b>345</b>
20x14	296553	N	048749	S	1775.00	430	355
<b>20x16</b>	<b>344179</b>	<b>N</b>	<b>048756</b>	<b>S</b>	<b>1951.00</b>	<b>445</b>	<b>390</b>
20x18	344445	N	048763	S	2050.00	470	410
<b>24x12</b>	<b>296560</b>	<b>N</b>	<b>048770</b>	<b>S</b>	<b>2935.00</b>	<b>608</b>	<b>480</b>
24x14	296577	N	048794	S	2928.00	565	490
<b>24x16</b>	<b>287551</b>	<b>N</b>	<b>048800</b>	<b>S</b>	<b>3061.00</b>	<b>610</b>	<b>525</b>
24x18	296584	N	048817	S	3163.00	645	550
<b>24x20</b>	<b>296591</b>	<b>N</b>	<b>048824</b>	<b>S</b>	<b>3410.00</b>	<b>756</b>	<b>590</b>
30x16	345060	N			5198.00	945	
<b>30x18</b>	<b>344452</b>	<b>N</b>	<b>046141</b>	<b>N</b>	<b>4455.00</b>	<b>970</b>	<b>810</b>
30x20	344308	N	046158	N	4785.00	1144	870
<b>30x24</b>	<b>344315</b>	<b>N</b>	<b>046165</b>	<b>N</b>	<b>5335.00</b>	<b>1155</b>	<b>970</b>
<b>36x24</b>				<b>N</b>	<b>7398.00</b>		<b>1345</b>
42x24				N	10920.00		1820
42x30				N	12360.00		2060
42x36				N	14070.00		2345
48x30				N	15750.00		2625
48x36				N	17700.00		2950
48x42				N	19920.00		3320

**FLANGED C110 BARE****LP-5091 Tyler Union Ductile Iron C110 Flanged Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**STANDARD FLANGE THREADED FOR STEEL PIPE**

2	129417	N			39.00	6	
<b>2.5</b>	<b>129424</b>	<b>N</b>			<b>52.00</b>	<b>8</b>	
3	129431	S			33.00	7	
<b>4</b>	<b>129448</b>	<b>S</b>			<b>54.00</b>	<b>12</b>	
6	129455	S			72.00	17	
<b>8</b>	<b>129462</b>	<b>S</b>			<b>119.00</b>	<b>28</b>	
10	129479	S			149.00	35	
<b>12</b>	<b>129486</b>	<b>S</b>			<b>259.00</b>	<b>61</b>	

**FLANGE THREADED FOR DUCTILE IRON PIPE**

3	129509	S	062653	N	29.00	6	6
<b>4</b>	<b>129516</b>	<b>S</b>	<b>062677</b>	<b>N</b>	<b>59.00</b>	<b>11</b>	<b>13</b>
6	129523	S	062684	N	60.00	14	14
<b>8</b>	<b>129530</b>	<b>S</b>	<b>062691</b>	<b>N</b>	<b>145.00</b>	<b>35</b>	<b>34</b>
10	129547	S	062585	N	148.00	33	33
<b>12</b>	<b>129554</b>	<b>S</b>	<b>062592</b>	<b>N</b>	<b>221.00</b>	<b>52</b>	<b>52</b>
14	129561	N	062608	N	324.00	72	72
<b>16</b>	<b>129578</b>	<b>N</b>	<b>062615</b>	<b>N</b>	<b>405.00</b>	<b>86</b>	<b>90</b>
18	129585	N	062622	N	525.00	105	105
<b>20</b>	<b>129592</b>	<b>N</b>	<b>062639</b>	<b>N</b>	<b>575.00</b>	<b>115</b>	<b>115</b>
24	129608	N	062646	N	840.00	160	160
<b>30</b>	<b>129615</b>	<b>N</b>	<b>062660</b>	<b>N</b>	<b>1403.00</b>	<b>255</b>	<b>255</b>

**STANDARD BLIND FLANGES**

3	129943	S	062547	S	43.00	9	9
<b>4</b>	<b>129950</b>	<b>S</b>	<b>062554</b>	<b>S</b>	<b>68.00</b>	<b>13</b>	<b>15</b>
6	129967	S	062561	S	119.00	22	28
<b>8</b>	<b>129974</b>	<b>S</b>	<b>062578</b>	<b>S</b>	<b>191.00</b>	<b>38</b>	<b>45</b>
10	129981	S	062479	S	242.00	55	55
<b>12</b>	<b>129998</b>	<b>N</b>	<b>062486</b>	<b>N</b>	<b>310.00</b>	<b>73</b>	<b>73</b>
14	130000	N	062493	N	495.00	110	110
<b>16</b>	<b>130017</b>	<b>N</b>	<b>062509</b>	<b>N</b>	<b>743.00</b>	<b>165</b>	<b>165</b>
18	130024	N	062516	N	835.00	167	167
<b>20</b>	<b>130031</b>	<b>N</b>	<b>062523</b>	<b>N</b>	<b>1070.00</b>	<b>214</b>	<b>214</b>
24	130048	N	062530	N	1591.00	303	303
<b>30</b>	<b>130055</b>	<b>N</b>	<b>045786</b>	<b>N</b>	<b>3190.00</b>	<b>580</b>	<b>580</b>
36			045779	N	4345.00		790
<b>42</b>			<b>045762</b>	<b>N</b>	<b>7050.00</b>		<b>1175</b>
48			045755	N	9510.00		1585

**FLANGED C110 BARE****Tyler Union Ductile Iron C110 Flanged Fittings/Bare Castings LP-5091**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
<b>BLIND FLANGE TAPPED (2-inch Only)</b>				<b>SEE NOTE</b>			
3	130123	N	053194	N	83.00	8	11
4	<b>130185</b>	<b>N</b>	<b>053637</b>	<b>N</b>	<b>108.00</b>	<b>13</b>	<b>15</b>
6	130246	N	062417	N	159.00	22	28
8	<b>130314</b>	<b>N</b>	<b>062448</b>	<b>N</b>	<b>231.00</b>	<b>38</b>	<b>45</b>
10	130352N	N	028703	N	282.00	55	55
12	<b>130413</b>	<b>N</b>	<b>028727</b>	<b>N</b>	<b>350.00</b>	<b>73</b>	<b>87</b>
14	130451	N	030911	N	535.00	110	110
16	<b>130468</b>	<b>N</b>	<b>049678</b>	<b>N</b>	<b>783.00</b>	<b>165</b>	<b>165</b>
18	130482	N	052517	N	875.00	167	192
20	<b>301585</b>	<b>N</b>	<b>052739</b>	<b>N</b>	<b>1110.00</b>	<b>214</b>	<b>214</b>
24	130505	N	053149	N	1671.00	303	303
30	<b>130543</b>	<b>N</b>	<b>053217</b>	<b>N</b>	<b>3290.00</b>	<b>580</b>	<b>580</b>
36		N			4445.00	790	
42		N			<b>7250.00</b>	<b>1175</b>	
48		N			9710.00	1585	

**FLANGExFLARE PIECE**

3	297383	N	046950	S	95.00	20	20
4	<b>297390</b>	<b>S</b>	<b>046967</b>	<b>S</b>	<b>135.00</b>	<b>44</b>	<b>30</b>
6	297406	S	046974	S	170.00	44	40
8	<b>287636</b>	<b>N</b>	<b>046981</b>	<b>S</b>	<b>298.00</b>	<b>75</b>	<b>70</b>
10	297413	N	046936	S	404.00	108	95
12	<b>297420</b>	<b>N</b>	<b>046943</b>	<b>S</b>	<b>655.00</b>	<b>154</b>	<b>155</b>
14	297437	N	048510	S	743.00	190	165
16	<b>316602</b>	<b>N</b>	<b>048527</b>	<b>S</b>	<b>1080.00</b>	<b>294</b>	<b>240</b>
18	344421	N	048541	S	1270.00	355	275
20	<b>297444</b>	<b>N</b>	<b>048558</b>	<b>S</b>	<b>1775.00</b>	<b>465</b>	<b>355</b>
24	297451	N	048565	S	2760.00	635	480
30		N			CALL	760	

**COMPANION FLANGE REDUCER FOR STEEL**

4x3		N			77.00	17	
6x4		N			89.00	21	
8x4		N			157.00	37	
8x6		N			172.00	31	
10x6		N			255.00	60	
10x8		N			263.00	50	
12x6		N			383.00	90	
12x10		N			306.00	72	

**COMPANION FLANGE REDUCER FOR STEEL**

4x3		N			68.00	15	
6x4		N			106.00	25	
8x4		N			170.00	40	
8x6		N			189.00	36	
10x8		N			213.00	50	
12x8		N			361.00	85	

**FLANGED C110 BARE****LP-5091 Tyler Union Ductile Iron C110 Flanged Fittings/Bare Castings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	Domestic Weight	Non-Domestic Weight
------	---------------------------	--------------	-------------------------------	--------------	---------------------	--------------------	------------------------

**FLANGE SLUDGE SHOE**

3	344322	N	047292	S	119.00	28	25
4	<b>344339</b>	<b>N</b>	<b>047308</b>	<b>S</b>	<b>158.00</b>	<b>35</b>	<b>35</b>
6	344346	N	047315	S	191.00	45	45
8	<b>297468</b>	<b>N</b>	<b>047322</b>	<b>S</b>	<b>276.00</b>	<b>65</b>	<b>65</b>
10	344353	N	047285	S	361.00	88	85
12	344360	N		S	510.00	120	120



**MJ C153 DOUBLE CEMENT LINED**

**LP-5091 Tyler Union C153 MJ Fittings/Double Cement Lined**

UPCode 670610	Ship Code	Size	With DCL	With Access & DCL	Weight	UPCode 670610	Ship Code	Size	With DCL	With Access & DCL	Weight
------------------	--------------	------	-------------	----------------------	--------	------------------	--------------	------	-------------	----------------------	--------

**90° (1/4) MJ BEND**

337270	N	3	105.00	159.00	18
<b>337287</b>	<b>S</b>	<b>4</b>	<b>108.00</b>	<b>172.00</b>	<b>25</b>
337294	S	6	170.00	254.00	45
<b>337300</b>	<b>S</b>	<b>8</b>	<b>251.00</b>	<b>347.00</b>	<b>63</b>
337317	N	10	387.00	515.00	81
<b>337324</b>	<b>N</b>	<b>12</b>	<b>514.00</b>	<b>658.00</b>	<b>114</b>
337331	N	14	909.00	1125.00	231
<b>337348</b>	<b>N</b>	<b>16</b>	<b>1148.00</b>	<b>1410.00</b>	<b>273</b>
337355	N	18	1570.00	1948.00	411
<b>337362</b>	<b>N</b>	<b>20</b>	<b>1905.00</b>	<b>2341.00</b>	<b>519</b>
337379	N	24	3014.00	3594.00	683
<b>120216</b>	<b>N</b>	<b>30</b>	<b>5115.00</b>	<b>6639.00</b>	<b>1139</b>
	<b>N</b>	<b>36</b>	<b>7975.00</b>	<b>9873.00</b>	<b>1450</b>

**11 1/4° (1/32) MJ BEND**

338031	N	3	57.00	111.00	15
<b>338048</b>	<b>N</b>	<b>4</b>	<b>77.00</b>	<b>141.00</b>	<b>19</b>
338055	S	6	132.00	216.00	29
<b>338062</b>	<b>N</b>	<b>8</b>	<b>179.00</b>	<b>275.00</b>	<b>43</b>
338079	N	10	255.00	383.00	59
<b>338086</b>	<b>N</b>	<b>12</b>	<b>327.00</b>	<b>471.00</b>	<b>77</b>
338093	N	14	734.00	950.00	93
<b>338109</b>	<b>N</b>	<b>16</b>	<b>846.00</b>	<b>1108.00</b>	<b>148</b>
338116	N	18	1270.00	1648.00	283
<b>338123</b>	<b>N</b>	<b>20</b>	<b>1285.00</b>	<b>1721.00</b>	<b>374</b>
338130	N	24	1769.00	2349.00	457
	N	30	3300.00	4824.00	567
	N	36	4510.00	6408.00	820

**45° (1/8) MJ BEND**

337591	N	3	90.00	144.00	17
<b>337607</b>	<b>N</b>	<b>4</b>	<b>90.00</b>	<b>154.00</b>	<b>22</b>
337614	S	6	140.00	224.00	36
<b>337621</b>	<b>N</b>	<b>8</b>	<b>200.00</b>	<b>296.00</b>	<b>55</b>
337638	S	10	289.00	417.00	74
<b>337645</b>	<b>S</b>	<b>12</b>	<b>425.00</b>	<b>569.00</b>	<b>101</b>
337652	N	14	707.00	923.00	153
<b>337669</b>	<b>N</b>	<b>16</b>	<b>882.00</b>	<b>1144.00</b>	<b>203</b>
337676	N	18	1165.00	1543.00	292
<b>337683</b>	<b>N</b>	<b>20</b>	<b>1375.00</b>	<b>1811.00</b>	<b>352</b>
337690	N	24	1995.00	2575.00	463
<b>120247</b>	<b>N</b>	<b>30</b>	<b>4290.00</b>	<b>5814.00</b>	<b>780</b>
	<b>N</b>	<b>36</b>	<b>6243.00</b>	<b>8141.00</b>	<b>1135</b>

**90° (1/4) MJxPE BEND**

337386	N	3	86.00	113.00	17
<b>337393</b>	<b>N</b>	<b>4</b>	<b>108.00</b>	<b>140.00</b>	<b>25</b>
337409	N	6	170.00	212.00	42
<b>337416</b>	<b>N</b>	<b>8</b>	<b>242.00</b>	<b>290.00</b>	<b>57</b>
337423	N	10	374.00	438.00	91
<b>337430</b>	<b>N</b>	<b>12</b>	<b>485.00</b>	<b>557.00</b>	<b>114</b>
337447	N	14	887.00	995.00	219
<b>337454</b>	<b>N</b>	<b>16</b>	<b>1359.00</b>	<b>1490.00</b>	<b>254</b>
	<b>N</b>	<b>20</b>	<b>2630.00</b>	<b>2848.00</b>	<b>526</b>
	<b>N</b>	<b>24</b>	<b>3019.00</b>	<b>3309.00</b>	<b>710</b>
	<b>N</b>	<b>30</b>	<b>4758.00</b>	<b>5520.00</b>	<b>865</b>

**22 1/2° (1/16) MJ BEND**

337812	N	3	57.00	111.00	16
<b>337829</b>	<b>N</b>	<b>4</b>	<b>86.00</b>	<b>150.00</b>	<b>20</b>
337836	N	6	128.00	212.00	31
<b>337843</b>	<b>N</b>	<b>8</b>	<b>196.00</b>	<b>292.00</b>	<b>46</b>
337850	S	10	281.00	409.00	66
<b>337867</b>	<b>N</b>	<b>12</b>	<b>370.00</b>	<b>514.00</b>	<b>80</b>
337874	N	14	716.00	932.00	136
<b>337881</b>	<b>N</b>	<b>16</b>	<b>846.00</b>	<b>1108.00</b>	<b>172</b>
337898	N	18	1155.00	1533.00	286
<b>337904</b>	<b>N</b>	<b>20</b>	<b>1460.00</b>	<b>1896.00</b>	<b>376</b>
337911	N	24	1922.00	2502.00	512
<b>120278</b>	<b>N</b>	<b>30</b>	<b>3658.00</b>	<b>5182.00</b>	<b>610</b>
	<b>N</b>	<b>36</b>	<b>5280.00</b>	<b>7178.00</b>	<b>960</b>

**45° (1/8) MJxPE BEND**

337706	N	3	71.00	98.00	17
<b>337713</b>	<b>N</b>	<b>4</b>	<b>90.00</b>	<b>122.00</b>	<b>21</b>
337720	N	6	145.00	187.00	34
<b>337737</b>	<b>N</b>	<b>8</b>	<b>204.00</b>	<b>252.00</b>	<b>53</b>
337744	N	10	298.00	362.00	71
<b>337751</b>	<b>N</b>	<b>12</b>	<b>417.00</b>	<b>489.00</b>	<b>102</b>
337768	N	14	657.00	765.00	146
<b>337775</b>	<b>N</b>	<b>16</b>	<b>828.00</b>	<b>959.00</b>	<b>192</b>
	<b>N</b>	<b>20</b>	<b>1760.00</b>	<b>1978.00</b>	<b>352</b>
	<b>N</b>	<b>24</b>	<b>2048.00</b>	<b>2338.00</b>	<b>440</b>
	<b>N</b>	<b>30</b>	<b>3933.00</b>	<b>4695.00</b>	<b>715</b>

**22 1/2° (1/16) MJxPE BEND**

337928	N	3	62.00	89.00	19
<b>337935</b>	<b>N</b>	<b>4</b>	<b>81.00</b>	<b>113.00</b>	<b>19</b>
337942	N	6	132.00	174.00	29
<b>337959</b>	<b>N</b>	<b>8</b>	<b>204.00</b>	<b>252.00</b>	<b>46</b>
337966	N	10	268.00	332.00	64
<b>337973</b>	<b>N</b>	<b>12</b>	<b>349.00</b>	<b>421.00</b>	<b>78</b>
337980	N	14	684.00	792.00	133
<b>337997</b>	<b>N</b>	<b>16</b>	<b>1148.00</b>	<b>1279.00</b>	<b>181</b>
	<b>N</b>	<b>20</b>	<b>1765.00</b>	<b>1983.00</b>	<b>353</b>
	<b>N</b>	<b>24</b>	<b>2074.00</b>	<b>2364.00</b>	<b>345</b>
	<b>N</b>	<b>30</b>	<b>3355.00</b>	<b>4117.00</b>	<b>610</b>

NOTE: All items shown in C153 Standard Cement Lined are available in double cement lined at the same price. Contact your CSR.

S = From Stock to 2 weeks  
N = Non-Stock; Check for availability.  
All weights exclude accessories.

**MJ C153 DOUBLE CEMENT LINED**

**Tyler Union C153 MJ Fittings/Double Cement Lined**

**LP-5091**

UPCode 670610	Ship Code	Size	With DCL	With Access & DCL	Weight	UPCode 670610	Ship Code	Size	With DCL	With Access & DCL	Weight
------------------	--------------	------	-------------	----------------------	--------	------------------	--------------	------	-------------	----------------------	--------

**11 1/4° (1/32) MJxPE BEND**

338147	N	3	62.00	89.00	15
<b>338154</b>	<b>N</b>	<b>4</b>	<b>77.00</b>	<b>109.00</b>	<b>20</b>
338161	N	6	123.00	165.00	29
<b>338178</b>	<b>N</b>	<b>8</b>	<b>191.00</b>	<b>239.00</b>	<b>41</b>
338185	N	10	238.00	302.00	55
<b>338192</b>	<b>N</b>	<b>12</b>	<b>302.00</b>	<b>374.00</b>	<b>69</b>
338208	N	14	599.00	707.00	118
<b>338215</b>	<b>N</b>	<b>16</b>	<b>743.00</b>	<b>874.00</b>	<b>136</b>
	<b>N</b>	<b>24</b>	<b>2100.00</b>	<b>2390.00</b>	<b>475</b>

**90° (1/4) MJxFE BEND ♦**

337492	N	3	95.00	122.00	21
<b>337508</b>	<b>N</b>	<b>4</b>	<b>117.00</b>	<b>149.00</b>	<b>28</b>
337515	N	6	200.00	242.00	45
<b>337522</b>	<b>N</b>	<b>8</b>	<b>349.00</b>	<b>397.00</b>	<b>64</b>
337539	N	10	489.00	553.00	113
<b>337546</b>	<b>N</b>	<b>12</b>	<b>693.00</b>	<b>765.00</b>	<b>141</b>
337553	N	14	1238.00	1346.00	217
<b>337560</b>	<b>N</b>	<b>16</b>	<b>1508.00</b>	<b>1639.00</b>	<b>278</b>

**45° (1/8) MJxFE BEND ♦**

	N	4	113.00	145.00	27
<b>028185</b>	<b>N</b>	<b>6</b>	<b>238.00</b>	<b>280.00</b>	<b>56</b>
	N	8	302.00	350.00	54
	<b>N</b>	<b>10</b>	<b>438.00</b>	<b>502.00</b>	<b>82</b>
	N	12	642.00	714.00	112
	<b>N</b>	<b>14</b>	<b>1206.00</b>	<b>1314.00</b>	<b>207</b>
	N	16	1440.00	1571.00	290

**22 1/2° (1/16) MJxFE BEND ♦**

	N	4	144.00	176.00	21
<b>028192</b>	<b>N</b>	<b>6</b>	<b>174.00</b>	<b>216.00</b>	<b>32</b>
	N	8	272.00	320.00	46
	<b>N</b>	<b>10</b>	<b>391.00</b>	<b>455.00</b>	<b>90</b>
	N	12	561.00	633.00	79

**11 1/4° (1/32) MJxFE BEND ♦**

	N	4	126.00	158.00	19
	<b>N</b>	<b>6</b>	<b>170.00</b>	<b>212.00</b>	<b>30</b>
	N	8	225.00	273.00	41
	<b>N</b>	<b>10</b>	<b>374.00</b>	<b>438.00</b>	<b>75</b>
	N	12	485.00	557.00	88

**MJ WYE (Not included in AWWA C153)**

339403	N	3	162.00	243.00	36
<b>339410</b>	<b>N</b>	<b>4x3</b>	<b>171.00</b>	<b>262.00</b>	<b>39</b>
339427	N	4	225.00	321.00	45
<b>339434</b>	<b>N</b>	<b>6x4</b>	<b>221.00</b>	<b>337.00</b>	<b>61</b>
339441	N	6	327.00	453.00	82
<b>339458</b>	<b>N</b>	<b>8x4</b>	<b>451.00</b>	<b>579.00</b>	<b>81</b>
339465	N	8x6	374.00	512.00	109
<b>339472</b>	<b>N</b>	<b>8</b>	<b>463.00</b>	<b>607.00</b>	<b>117</b>

**MJ WYE (Not included in AWWA C153) (Cont')**

339489	N	10x4	638.00	798.00	105
<b>339496</b>	<b>N</b>	<b>10x6</b>	<b>672.00</b>	<b>842.00</b>	<b>118</b>
339502	N	10x8	731.00	907.00	160
<b>339519</b>	<b>N</b>	<b>10</b>	<b>893.00</b>	<b>1085.00</b>	<b>184</b>
339526	N	12x4	897.00	1073.00	141
<b>339533</b>	<b>N</b>	<b>12x6</b>	<b>935.00</b>	<b>1121.00</b>	<b>168</b>
339540	N	12x8	1003.00	1195.00	177
<b>339557</b>	<b>N</b>	<b>12x10</b>	<b>1177.00</b>	<b>1385.00</b>	<b>212</b>
339564	N	12	1262.00	1478.00	248
062998	N	14x6	1313.00	1571.00	250
339618	N	14	2142.00	2466.00	476
<b>339625</b>	<b>N</b>	<b>16x6</b>	<b>1341.00</b>	<b>1645.00</b>	<b>300</b>
339637	N	16x8	1571.00	1881.00	350
<b>339656</b>	<b>N</b>	<b>16x12</b>	<b>2021.00</b>	<b>2355.00</b>	<b>447</b>
339670	N	16	2453.00	2846.00	608

**MJxFE ADAPTER (6" Laying Length) ♦**

340324	N	3	76.00	103.00	18
<b>340331</b>	<b>N</b>	<b>4</b>	<b>99.00</b>	<b>131.00</b>	<b>24</b>
340348	N	6	136.00	178.00	36
<b>340355</b>	<b>N</b>	<b>8</b>	<b>208.00</b>	<b>256.00</b>	<b>50</b>
340362	N	10	298.00	362.00	76
<b>340379</b>	<b>N</b>	<b>12</b>	<b>421.00</b>	<b>493.00</b>	<b>88</b>
340386	N	14	621.00	729.00	127
<b>340393</b>	<b>N</b>	<b>16</b>	<b>711.00</b>	<b>842.00</b>	<b>155</b>
	N	20	1260.00	1478.00	275
	<b>N</b>	<b>24</b>	<b>1701.00</b>	<b>1991.00</b>	<b>324</b>
	<b>N</b>	<b>*30</b>	<b>2547.00</b>	<b>3309.00</b>	<b>470</b>
	N	**36	4125.00	5074.00	750

\* Laying Length - 7"

\*\* Laying Length - 8"

**FExPE ADAPTER (12" Laying Length) ♦**

340416	N	4	115.00	N/A	23
<b>340423</b>	<b>N</b>	<b>6</b>	<b>157.00</b>	N/A	<b>33</b>
340430	N	8	250.00	N/A	50
<b>340447</b>	<b>N</b>	<b>10</b>	<b>345.00</b>	N/A	<b>69</b>
340454	N	12	440.00	N/A	88
<b>340478</b>	<b>N</b>	<b>16</b>	<b>782.00</b>	N/A	<b>149</b>

**MJ TEE**

338253	N	3	138.00	219.00	26
<b>338260</b>	<b>N</b>	<b>4x3</b>	<b>135.00</b>	<b>226.00</b>	<b>33</b>
338277	N	4	144.00	240.00	36
<b>338284</b>	<b>N</b>	<b>6x3</b>	<b>179.00</b>	<b>290.00</b>	<b>49</b>
338291	N	6x4	221.00	337.00	52
<b>338307</b>	<b>N</b>	<b>6</b>	<b>247.00</b>	<b>373.00</b>	<b>62</b>
338314	N	8x3	247.00	370.00	56
<b>338321</b>	<b>N</b>	<b>8x4</b>	<b>255.00</b>	<b>383.00</b>	<b>72</b>
338338	N	8x6	310.00	448.00	79
<b>338345</b>	<b>N</b>	<b>8</b>	<b>370.00</b>	<b>514.00</b>	<b>90</b>
338352	N	10x3	319.00	474.00	72
<b>338369</b>	<b>N</b>	<b>10x4</b>	<b>332.00</b>	<b>492.00</b>	<b>82</b>
338376	N	10x6	383.00	553.00	99
<b>338383</b>	<b>N</b>	<b>10x8</b>	<b>446.00</b>	<b>622.00</b>	<b>111</b>
338390	N	10	510.00	702.00	128

♦ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.

**MJ C153 DOUBLE CEMENT LINED**

**LP-5091 Tyler Union C153 MJ Fittings/Double Cement Lined**

UPCode 670610	Ship Code	Size	With DCL	With Access & DCL	Weight	UPCode 670610	Ship Code	Size	With DCL	With Access & DCL	Weight
<b>MJ TEE (Con't)</b>						<b>MJxFE TEE ♦</b>					
338406	N	12x3	383.00	554.00	91	338819	N	3	152.00	206.00	29
338413	N	12x4	400.00	576.00	103	338826	N	4x3	167.00	231.00	34
338420	N	12x6	485.00	671.00	102	338833	N	4	180.00	244.00	38
338437	N	12x8	557.00	749.00	126	338840	N	6x3	225.00	309.00	51
338444	N	12x10	595.00	803.00	155	338857	N	6x4	234.00	318.00	53
338451	N	12	714.00	930.00	165	338864	N	6	268.00	352.00	64
338468	N	14x6	819.00	1077.00	183	338888	N	8x4	315.00	411.00	76
338475	N	14x8	927.00	1191.00	206	338895	N	8x6	340.00	436.00	81
338482	N	14x10	1026.00	1306.00	229	338901	N	8	417.00	513.00	91
338499	N	14x12	1103.00	1391.00	245	338925	N	10x4	383.00	511.00	92
338505	N	14	1260.00	1584.00	281	338932	N	10x6	476.00	604.00	99
338512	N	16x6	1058.00	1362.00	222	338949	N	10x8	514.00	642.00	127
338529	N	16x8	1148.00	1458.00	245	338956	N	10	655.00	783.00	144
338536	N	16x10	1260.00	1586.00	265	338970	N	12x4	502.00	646.00	118
338543	N	16x12	1373.00	1707.00	277	338987	N	12x6	510.00	654.00	133
338550	N	16x14	1553.00	1923.00	317	338994	N	12x8	587.00	731.00	146
338567	N	16	1733.00	2126.00	337	339007	N	12x10	672.00	816.00	161
338574	N	18x6	1550.00	1970.00	275	339014	N	12	842.00	986.00	187
338581	N	18x8	1675.00	2101.00	280	339021	N	14x6	909.00	1125.00	205
338598	N	18x10	1575.00	2017.00	301	339045	N	14x10	1305.00	1521.00	226
338604	N	18x12	1990.00	2440.00	370	339052	N	14x12	1418.00	1634.00	238
338611	N	18x14	2075.00	2561.00	415	339069	N	14	1521.00	1737.00	285
338628	N	18x16	2220.00	2729.00	476	339076	N	16x6	1026.00	1288.00	230
338635	N	18	2590.00	3157.00	490	339083	N	16x8	1242.00	1504.00	243
338642	N	20x6	1740.00	2218.00	335	339090	N	16x10	1485.00	1747.00	281
338659	N	20x8	1780.00	2264.00	383	339106	N	16x12	1530.00	1792.00	304
338666	N	20x10	1850.00	2350.00	392	339113	N	16x14	1607.00	1869.00	357
338673	N	20x12	2205.00	2713.00	432	339120	N	16	2115.00	2377.00	357
338680	N	20x14	2550.00	3094.00	510	339137	N	18x6	1290.00	1668.00	261
338697	N	20x16	2170.00	2737.00	553	339144	N	20x6	1800.00	2236.00	341
338703	N	20x18	2925.00	3550.00	577	339151	N	24x6	2132.00	2712.00	451
338710	N	20	2390.00	3044.00	572	373278	N	24x12	3003.00	3583.00	580
338727	N	24x6	2163.00	2785.00	465	373285	N	24x16	3780.00	4360.00	744
338734	N	24x8	2226.00	2854.00	475	<b>MJxPExMJ TEE</b>					
338741	N	24x10	2436.00	3080.00	516	N	6	242.00	326.00	57	
338758	N	24x12	2373.00	3025.00	549	N	8x6	336.00	426.00	79	
338765	N	24x14	2888.00	3576.00	585	N	8	370.00	466.00	87	
338772	N	24x16	3050.00	3761.00	625	N	10	565.00	693.00	133	
338789	N	24x18	3066.00	3835.00	721	<b>MJxSWIVEL TEE With Swivel Gland</b>					
338796	N	24x20	3455.00	4253.00	805	339168	N	6	285.00	369.00	71
338802	N	24	3728.00	4598.00	844	339175	N	8x6	357.00	453.00	80
	N	30x6	3597.00	5163.00	717	339182	N	8	446.00	542.00	94
	N	30x8	4065.00	5637.00	697	339199	N	10x6	400.00	528.00	114
	N	30x12	4565.00	6161.00	848	339205	N	10x8	489.00	617.00	138
	N	30x20	5577.00	7319.00	995	339212	N	12x6	497.00	641.00	128
	N	30x24	5836.00	7650.00	1114	339229	N	12x8	616.00	760.00	149
	N	30	7277.00	9563.00	1348	339236	N	14x6	1031.00	1247.00	190
	N	36x24	7953.00	9767.00	1533	339243	N	16x6	923.00	1185.00	243
	N	36x30	9218.00	11878.00	1604	339250	N	18x6	1390.00	1768.00	330
	N	36	10918.00	13765.00	1949	339267	N	20x6	1380.00	1816.00	380
						339274	N	24x6	2069.00	2649.00	478

♦ Flanges may be thinner than thicknesses in AWWA C110 and require shorter bolts or use of washers.



**MJ C153 DOUBLE CEMENT LINED****LP-5091****Tyler Union C153 MJ Fittings/Double Cement Lined**

UPCode 670610	Ship Code	Size	With DCL	With Access & DCL	Weight	UPCode 670610	Ship Code	Size	With DCL	With Access & DCL	Weight
------------------	--------------	------	-------------	----------------------	--------	------------------	--------------	------	-------------	----------------------	--------

**LARGE END BELL (LEB) REDUCER (Con't)**

454083	N	16x12	756.00	887.00	158
	<b>N</b>	<b>16x14</b>	<b>801.00</b>	<b>932.00</b>	<b>175</b>
	N	18x8	975.00	1164.00	195
	<b>N</b>	<b>18x10</b>	<b>925.00</b>	<b>1114.00</b>	<b>185</b>
	N	18x12	875.00	1064.00	183
	<b>N</b>	<b>18x14</b>	<b>950.00</b>	<b>1139.00</b>	<b>200</b>
	N	18x16	950.00	1139.00	192
	<b>N</b>	<b>20x10</b>	<b>1085.00</b>	<b>1303.00</b>	<b>210</b>
	N	20x12	1055.00	1273.00	214
	<b>N</b>	<b>20x14</b>	<b>1025.00</b>	<b>1243.00</b>	<b>205</b>
	N	20x16	1045.00	1263.00	238
	<b>N</b>	<b>24x12</b>	<b>1570.00</b>	<b>1860.00</b>	<b>300</b>
	N	24x14	1654.00	1944.00	315
	<b>N</b>	<b>24x16</b>	<b>1559.00</b>	<b>1849.00</b>	<b>340</b>

**PEXPE REDUCER**

	N	4x3	77.00	N/A	15
	<b>N</b>	<b>6x3</b>	<b>98.00</b>	<b>N/A</b>	<b>20</b>
	N	6x4	106.00	N/A	22
	<b>N</b>	<b>8x4</b>	<b>140.00</b>	<b>N/A</b>	<b>33</b>
	N	8x6	149.00	N/A	30
	<b>N</b>	<b>10x6</b>	<b>191.00</b>	<b>N/A</b>	<b>46</b>
	N	10x8	213.00	N/A	47
	<b>N</b>	<b>12x4</b>	<b>251.00</b>	<b>N/A</b>	<b>60</b>
	N	12x6	255.00	N/A	54
111696	<b>N</b>	<b>12x8</b>	<b>255.00</b>	<b>N/A</b>	<b>54</b>
	N	12x10	276.00	N/A	55
	<b>N</b>	<b>14x12</b>	<b>414.00</b>	<b>N/A</b>	<b>92</b>
	N	16x6	599.00	N/A	93
	<b>N</b>	<b>16x8</b>	<b>599.00</b>	<b>N/A</b>	<b>132</b>
	N	16x10	581.00	N/A	126
	<b>N</b>	<b>16x12</b>	<b>567.00</b>	<b>N/A</b>	<b>99</b>
	N	16x14	599.00	N/A	133

**MJ CROSS**

339687	N	3	157.00	265.00	31
<b>339694</b>	<b>N</b>	<b>4x3</b>	<b>221.00</b>	<b>339.00</b>	<b>40</b>
339700	N	4	257.00	385.00	45
<b>339717</b>	<b>N</b>	<b>6x4</b>	<b>208.00</b>	<b>356.00</b>	<b>62</b>
339724	N	6	349.00	517.00	77
<b>339731</b>	<b>N</b>	<b>8x4</b>	<b>421.00</b>	<b>581.00</b>	<b>84</b>
339748	N	8x6	306.00	486.00	98
<b>339755</b>	<b>N</b>	<b>8</b>	<b>344.00</b>	<b>536.00</b>	<b>112</b>
339762	N	10x4	417.00	609.00	98
<b>339779</b>	<b>N</b>	<b>10x6</b>	<b>391.00</b>	<b>603.00</b>	<b>110</b>
339786	N	10x8	485.00	709.00	135
<b>339793</b>	<b>N</b>	<b>10</b>	<b>514.00</b>	<b>770.00</b>	<b>156</b>
339809	N	12x4	425.00	633.00	115
<b>339816</b>	<b>N</b>	<b>12x6</b>	<b>485.00</b>	<b>713.00</b>	<b>128</b>
339823	N	12x8	561.00	801.00	162
<b>339830</b>	<b>N</b>	<b>12x10</b>	<b>884.00</b>	<b>1156.00</b>	<b>180</b>
339847	N	12	884.00	1172.00	206
<b>339854</b>	<b>N</b>	<b>14x6</b>	<b>936.00</b>	<b>1236.00</b>	<b>210</b>
339861	N	14x8	1125.00	1437.00	231
<b>339878</b>	<b>N</b>	<b>14x10</b>	<b>1148.00</b>	<b>1492.00</b>	<b>255</b>
339885	N	14x12	1211.00	1571.00	269

**MJ CROSS (Con't)**

<b>339892</b>	<b>N</b>	<b>14</b>	<b>1346.00</b>	<b>1778.00</b>	<b>299</b>
339908	N	16x6	1125.00	1471.00	246
<b>339915</b>	<b>N</b>	<b>16x8</b>	<b>1301.00</b>	<b>1659.00</b>	<b>261</b>
339922	N	16x10	1553.00	1943.00	296
<b>339939</b>	<b>N</b>	<b>16x12</b>	<b>1787.00</b>	<b>2193.00</b>	<b>312</b>
339953	N	16	2601.00	3125.00	457
	<b>N</b>	<b>30</b>	<b>10120.00</b>	<b>13168.00</b>	<b>1840</b>
	N	36	14603.00	18399.00	2655

**SWIVELxSOLID HYDRANT ADAPTER****With Swivel Gland**

340515	N	6x13	200.00	N/A	52
<b>340522</b>	<b>N</b>	<b>6x18</b>	<b>247.00</b>	<b>N/A</b>	<b>59</b>
340539	N	6x24	293.00	N/A	75
111689	N	8x12	298.00	N/A	70

**SWIVELxSWIVEL HYDRANT ADAPTER****With Swivel Gland**

	N	6x12	196.00	N/A	46
	<b>N</b>	<b>6x18</b>	<b>285.00</b>	<b>N/A</b>	<b>67</b>
	N	6x24	289.00	N/A	68

**SWIVELxSWIVEL HYDRANT ELL****With Two Swivel Glands**

337577	N	6	310.00	N/A	70
--------	---	---	--------	-----	----



**MJ C110 DOUBLE CEMENT LINED****LP-5091****Tyler Union D.I. C110 MJ Fittings/Double Cement Lined**

UPCode 670610	Ship Code	Size	Loss Accessories	With Accessories	Weight	UPCode 670610	Ship Code	Size	Loss Accessories	With Accessories	Weight
------------------	--------------	------	---------------------	---------------------	--------	------------------	--------------	------	---------------------	---------------------	--------

**90° (1/4) MJ BEND**

	N	2	85.00	129.00	13
334729	N	3	166.00	228.00	26
<b>334736</b>	<b>N</b>	<b>4</b>	<b>248.00</b>	<b>328.00</b>	<b>53</b>
334743	N	6	370.00	486.00	85
<b>334750</b>	<b>N</b>	<b>8</b>	<b>531.00</b>	<b>687.00</b>	<b>125</b>
334767	N	10	808.00	1000.00	190
<b>334774</b>	<b>N</b>	<b>12</b>	<b>1084.00</b>	<b>1320.00</b>	<b>255</b>
372806	N	14	1530.00	1852.00	380
<b>334781</b>	<b>N</b>	<b>16</b>	<b>1935.00</b>	<b>2391.00</b>	<b>490</b>
334798	N	18	2725.00	3383.00	602
<b>334804</b>	<b>N</b>	<b>20</b>	<b>3400.00</b>	<b>4256.00</b>	<b>862</b>
334811	N	24	5360.00	6568.00	1215
<b>334828</b>	<b>N</b>	<b>30</b>	<b>10137.00</b>	<b>11859.00</b>	<b>1942</b>
	<b>N</b>	<b>36</b>	<b>13823.00</b>	<b>15853.00</b>	<b>2629</b>

**90° (1/4) MJ BASE BEND**

	N	4	CALL	65
	<b>N</b>	<b>6</b>	<b>CALL</b>	<b>105</b>
	N	8	CALL	165
	<b>N</b>	<b>10</b>	<b>CALL</b>	<b>235</b>
	N	12	CALL	320
	<b>N</b>	<b>14</b>	<b>CALL</b>	<b>410</b>
	N	16	CALL	505
	<b>N</b>	<b>18</b>	<b>CALL</b>	<b>660</b>
	N	20	CALL	800
	N	24	CALL	1155

**45° (1/8) MJ BEND**

	N	2	85.00	129.00	13
334927	N	3	143.00	205.00	28
<b>334934</b>	<b>N</b>	<b>4</b>	<b>225.00</b>	<b>305.00</b>	<b>50</b>
334941	N	6	319.00	435.00	75
<b>334958</b>	<b>N</b>	<b>8</b>	<b>468.00</b>	<b>624.00</b>	<b>110</b>
334965	N	10	659.00	851.00	155
<b>334972</b>	<b>N</b>	<b>12</b>	<b>914.00</b>	<b>1150.00</b>	<b>215</b>
372813	N	14	1215.00	1537.00	311
<b>334989</b>	<b>N</b>	<b>16</b>	<b>1638.00</b>	<b>2094.00</b>	<b>380</b>
334996	N	18	2100.00	2758.00	531
<b>335009</b>	<b>N</b>	<b>20</b>	<b>2650.00</b>	<b>3506.00</b>	<b>606</b>
335016	N	24	3701.00	4909.00	865
<b>335023</b>	<b>N</b>	<b>30</b>	<b>7981.00</b>	<b>9703.00</b>	<b>1447</b>
	<b>N</b>	<b>36</b>	<b>11968.00</b>	<b>13998.00</b>	<b>2435</b>

**22½° (1/16) MJ BEND**

335030	N	3	143.00	205.00	30
<b>335047</b>	<b>N</b>	<b>4</b>	<b>225.00</b>	<b>305.00</b>	<b>50</b>
335054	N	6	319.00	435.00	71
<b>335061</b>	<b>N</b>	<b>8</b>	<b>468.00</b>	<b>624.00</b>	<b>110</b>
335078	N	10	680.00	872.00	160
<b>335085</b>	<b>N</b>	<b>12</b>	<b>935.00</b>	<b>1171.00</b>	<b>221</b>
372820	N	14	1238.00	1560.00	300
<b>335092</b>	<b>N</b>	<b>16</b>	<b>1553.00</b>	<b>2009.00</b>	<b>391</b>
335108	N	18	2150.00	2808.00	527
<b>335115</b>	<b>N</b>	<b>20</b>	<b>3025.00</b>	<b>3881.00</b>	<b>605</b>
335122	N	24	4016.00	5224.00	880
<b>335139</b>	<b>N</b>	<b>30</b>	<b>7687.00</b>	<b>9409.00</b>	<b>1898</b>
	<b>N</b>	<b>36</b>	<b>11664.00</b>	<b>13694.00</b>	<b>2372</b>

**11¼° (1/32) MJ BEND**

335146	N	3	147.00	209.00	30
<b>335153</b>	<b>N</b>	<b>4</b>	<b>225.00</b>	<b>305.00</b>	<b>49</b>
335160	N	6	319.00	435.00	65
<b>335177</b>	<b>N</b>	<b>8</b>	<b>468.00</b>	<b>624.00</b>	<b>104</b>
335184	N	10	680.00	872.00	160
<b>335191</b>	<b>N</b>	<b>12</b>	<b>935.00</b>	<b>1171.00</b>	<b>221</b>
372837	N	14	1238.00	1560.00	305
<b>335207</b>	<b>N</b>	<b>16</b>	<b>1530.00</b>	<b>1986.00</b>	<b>391</b>
335214	N	18	2150.00	2808.00	525
<b>335221</b>	<b>N</b>	<b>20</b>	<b>3050.00</b>	<b>3906.00</b>	<b>605</b>
335238	N	24	4001.00	5209.00	996
<b>335245</b>	<b>N</b>	<b>30</b>	<b>7736.00</b>	<b>9458.00</b>	<b>1410</b>
	<b>N</b>	<b>36</b>	<b>11883.00</b>	<b>13913.00</b>	<b>2397</b>

**90° (1/4) MJxPE BEND**

	N	3	166.00	197.00	32
	<b>N</b>	<b>4</b>	<b>207.00</b>	<b>247.00</b>	<b>47</b>
	N	6	340.00	398.00	80
	<b>N</b>	<b>8</b>	<b>587.00</b>	<b>665.00</b>	<b>119</b>
	N	10	808.00	904.00	181
	<b>N</b>	<b>12</b>	<b>1084.00</b>	<b>1202.00</b>	<b>252</b>
	N	16	1845.00	2073.00	470
	<b>N</b>	<b>18</b>	<b>2600.00</b>	<b>2929.00</b>	<b>600</b>
	N	20	3250.00	3678.00	775
	<b>N</b>	<b>24</b>	<b>5171.00</b>	<b>5775.00</b>	<b>1301</b>
	N	30	8718.00	9579.00	1920
	<b>N</b>	<b>36</b>	<b>12705.00</b>	<b>13720.00</b>	<b>2310</b>

**45° (1/8) MJxPE BEND**

286059	N	4	212.00	252.00	45
	<b>N</b>	<b>6</b>	<b>289.00</b>	<b>347.00</b>	<b>70</b>
	N	8	497.00	575.00	111
	<b>N</b>	<b>10</b>	<b>714.00</b>	<b>810.00</b>	<b>167</b>
284886	N	12	914.00	1032.00	218
	<b>N</b>	<b>14</b>	<b>1190.00</b>	<b>1351.00</b>	<b>280</b>
	N	16	1440.00	1668.00	360
	N	18	1975.00	2304.00	455
	<b>N</b>	<b>20</b>	<b>2500.00</b>	<b>2928.00</b>	<b>664</b>
	N	24	3754.00	4358.00	825
	<b>N</b>	<b>30</b>	<b>7013.00</b>	<b>7874.00</b>	<b>1510</b>
	<b>N</b>	<b>36</b>	<b>10615.00</b>	<b>11630.00</b>	<b>1930</b>

**22½° (1/16) MJxPE BEND**

	N	6	298.00	356.00	66
	<b>N</b>	<b>8</b>	<b>442.00</b>	<b>520.00</b>	<b>109</b>
	N	10	680.00	776.00	163
	<b>N</b>	<b>12</b>	<b>935.00</b>	<b>1053.00</b>	<b>224</b>
	N	14	1211.00	1372.00	285
	<b>N</b>	<b>16</b>	<b>1463.00</b>	<b>1691.00</b>	<b>360</b>
	N	18	2025.00	2354.00	455
	<b>N</b>	<b>20</b>	<b>2525.00</b>	<b>2953.00</b>	<b>575</b>
	N	24	3806.00	4410.00	840
	<b>N</b>	<b>30</b>	<b>7700.00</b>	<b>8561.00</b>	<b>1540</b>
	<b>N</b>	<b>36</b>	<b>10835.00</b>	<b>11850.00</b>	<b>1970</b>

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

197

Confidential

McWane-014438

CX 2358-197

**MJ C110 DOUBLE CEMENT LINED**

**Tyler Union D.I. C110 MJ Fittings/Double Cement Lined**

**LP-5091**

UPCode 670610	Ship Code	Size	Less Accessories	With Accessories	Weight	UPCode 670610	Ship Code	Size	Less Accessories	With Accessories	Weight
<b>11 1/4° (1/32) MJxPE BEND</b>						<b>MJ TEE</b>					
	N	4	CALL		45		N	2	143.00	209.00	22
	N	6	CALL		70		N	3x2	214.00	298.00	45
	N	8	CALL		105	335252	N	3	261.00	354.00	55
	N	10	CALL		160		N	4x2	279.00	381.00	62
	N	12	CALL		220	335269	N	4x3	338.00	449.00	77
	N	14	CALL		285	335276	N	4	360.00	480.00	78
	N	16	CALL		438		N	4x4x6	504.00	642.00	115
	N	18	CALL		455		N	6x2	485.00	623.00	78
	N	20	CALL		585	335283	N	6x3	468.00	615.00	106
	N	24	3833.00	4437.00	972	335290	N	6x4	489.00	645.00	110
	N	30	7178.00	8039.00	1305	335306	N	6	531.00	705.00	119
	N	36	10890.00	11905.00	2185		N	6x6x8	672.00	866.00	185
						345008	N	8x3	659.00	846.00	155
						335313	N	8x4	701.00	851.00	165
						345015	N	8x6	744.00	958.00	175
						335320	N	8	786.00	1020.00	185
							N	10x4	999.00	1231.00	235
						335344	N	10x6	1063.00	1295.00	258
						335351	N	10x8	1118.00	1388.00	260
						335368	N	10	1318.00	1606.00	310
						335375	N	12x4	1339.00	1615.00	318
						335382	N	12x6	1381.00	1675.00	325
						335399	N	12x8	1445.00	2245.00	335
						335405	N	12x10	1658.00	1990.00	392
						335412	N	12	1743.00	2097.00	410
							N	14x4	CALL		470
							N	14x6	CALL		485
							N	14x8	CALL		500
							N	14x10	CALL		515
							N	14x12	CALL		540
							N	14	CALL		585
						335429	N	16x4	2700.00	3196.00	600
						335436	N	16x6	2430.00	2944.00	615
						335443	N	16x8	2475.00	3009.00	625
						335450	N	16x10	2565.00	3117.00	645
						335467	N	16x12	2655.00	3229.00	715
							N	16x14	CALL		710
						335474	N	16	2925.00	3609.00	740
						335481	N	18x6	2950.00	3666.00	670
						335498	N	18x8	3025.00	3761.00	674
							N	18x10	CALL		700
						335504	N	18x12	3200.00	3976.00	715
							N	18x14	CALL		865
							N	18x16	CALL		996
						335511	N	18	4100.00	5087.00	945
						335528	N	20x6	3360.00	4274.00	830
						335535	N	20x8	3360.00	4294.00	845
							N	20x10	CALL		860
						335542	N	20x12	3869.00	4843.00	875
						335559	N	20x16	4725.00	5809.00	1095
						335566	N	20	5320.00	6604.00	1258
						335573	N	24x6	4961.00	6227.00	1233
						335580	N	24x8	5250.00	6536.00	1234
							N	24x10	CALL		860
						335603	N	24x12	5408.00	6734.00	1185
						335610	N	24x14	5539.00	6908.00	1220

S = From Stock to 2 weeks    N = Non-Stock; Check for availability.    All weights exclude accessories.

**MJ C110 DOUBLE CEMENT LINED**

**LP-5091 Tyler Union D.I. C110 MJ Fittings/Double Cement Lined**

UPCode 670610	Ship Code	Size	Loss Accessories	With Accessories	Weight	UPCode 670610	Ship Code	Size	Loss Accessories	With Accessories	Weight
------------------	--------------	------	---------------------	---------------------	--------	------------------	--------------	------	---------------------	---------------------	--------

**MJ TEE (Con't)**

335627	N	24x16	5644.00	7080.00	1245
345022	N	24x18	7350.00	8887.00	1660
335641	N	24x20	7613.00	9249.00	1720
335658	N	24	9529.00	11341.00	1947
335665	N	30x6	9323.00	11103.00	2050
335672	N	30x8	9416.00	11216.00	2060
335689	N	30x10	10065.00	11883.00	2075
335696	N	30x12	9592.00	11432.00	2090
335702	N	30x16	10010.00	11960.00	2145
335719	N	30x18	10148.00	12199.00	2170
335726	N	30x20	9587.00	11737.00	2205
335733	N	30x24	13200.00	15526.00	2880
335740	N	30	14273.00	16856.00	2275
	N	36x6	13701.00	15789.00	3684
	N	36x8	13701.00	15809.00	2816
	N	36x10	14355.00	16481.00	2535
	N	36x12	13833.00	15981.00	2550
	N	36x14	14135.00	16326.00	2570
	N	36x16	14065.00	16323.00	2585
	N	36x18	14355.00	16714.00	2610
	N	36x20	14493.00	16951.00	2635
	N	36x24	14795.00	17429.00	2792
	N	36x30	19498.00	22389.00	3545
	N	36	19473.00	22518.00	3450
	N	42x16	21570.00	26692.00	3595

**MJxPExMJ TEE (Con't)**

	N	18x10	CALL		670
	N	18x12	CALL		685
	N	18x14	CALL		840
	N	18x16	CALL		880
	N	18	CALL		900
	N	20x6	CALL		800
	N	20x8	CALL		845
	N	20x10	CALL		825
	N	20x12	CALL		870
	N	20x14	CALL		875
	N	20x16	CALL		1060
	N	20x18	CALL		1110
	N	20	CALL		1155
	N	24x6	CALL		1105
	N	24x8	CALL		1115
	N	24x10	CALL		1130
	N	24x12	CALL		1145
	N	24x14	CALL		1180
	N	24x16	CALL		1200
	N	24x18	CALL		1615
	N	24x20	CALL		1680
	N	24	CALL		1733
	N	30x6	CALL		1615
	N	30x8	CALL		1630
	N	30x10	CALL		1645
	N	30x12	CALL		1665
	N	30x14	CALL		1685
	N	30x16	CALL		1705
	N	30x18	CALL		1730
	N	30x20	CALL		1760
	N	30x24	CALL		2280
	N	30	CALL		2600

**MJxPExMJ TEE**

	N	4	338.00	418.00	75
	N	6x4	CALL		110
	N	6	510.00	626.00	120
	N	8x6	423.00	559.00	170
	N	8	748.00	904.00	180
	N	10x4	CALL		180
	N	10x6	CALL		180
	N	10x8	CALL		180
	N	10	1342.00	1534.00	316
	N	12x4	1339.00	1497.00	315
286073	N	12x6	1381.00	1557.00	325
	N	12x8	1445.00	1641.00	340
	N	12x10	1658.00	1872.00	390
	N	12	1743.00	1979.00	410
	N	14x4	CALL		455
	N	14x6	CALL		470
	N	14x8	CALL		480
	N	14x10	CALL		500
	N	14x12	CALL		525
	N	14	CALL		599
	N	16x4	CALL		580
	N	16x8	CALL		605
	N	16x10	CALL		625
	N	16x12	CALL		640
	N	16x14	CALL		690
	N	16	CALL		720
	N	18x6	CALL		645
	N	18x8	CALL		655

**MJxFE TEE**

	N	4x2	219.00	281.00	49
	N	4x3	315.00	395.00	49
335757	N	4	401.00	481.00	76
335771	N	6x4	485.00	601.00	109
335788	N	6	514.00	630.00	115
335795	N	8x4	744.00	900.00	150
335801	N	8x6	744.00	900.00	160
335818	N	8	769.00	925.00	194
335825	N	10x4	973.00	1165.00	229
335832	N	10x6	944.00	1136.00	264
335849	N	10x8	1063.00	1255.00	245
	N	10	CALL		300
335856	N	12x4	1313.00	1549.00	323
335863	N	12x6	1488.00	1724.00	315
335870	N	12x8	1403.00	1639.00	372
	N	12x10	CALL		300
335887	N	12	1700.00	1936.00	405
335894	N	16x4	2561.00	3017.00	590
335900	N	16x6	2088.00	2544.00	605
335917	N	16x8	2768.00	3224.00	615
335924	N	16x12	2925.00	3381.00	651
335931	N	16	3285.00	3741.00	730
335948	N	18x6	3325.00	3983.00	707

**MJ C110 DOUBLE CEMENT LINED**

**Tyler Union D.I. C110 MJ Fittings/Double Cement Lined**

**LP-5091**

UPCode 670610	Ship Code	Size	Less Accessories	With Accessories	Weight	UPCode 670610	Ship Code	Size	Less Accessories	With Accessories	Weight
<b>MJxFE TEE (Cont)</b>						<b>SWIVELxSOLID HYDRANT ADAPTER (With Swivel Gland)</b>					
335955	N	18x8	3375.00	4033.00	675	340928	N	4x13	171.00	N/A	38
335962	N	18x12	3525.00	4183.00	705	340607	N	6x12	310.00	N/A	73
335986	N	18	4575.00	5233.00	875	340621	N	6x18	388.00	N/A	91
336006	N	20x8	4175.00	5031.00	835	340638	N	6x24	447.00	N/A	105
336037	N	20	5825.00	6681.00	1165	340645	N	6x36	661.00	N/A	125
336044	N	24x6	5906.00	7114.00	1125	340652	N	8x13	534.00	N/A	126
336051	N	24x8	5985.00	7193.00	1242	340669	N	12x13	706.00	N/A	220
	N	24x12	6116.00	7324.00	1165						
336075	N	24	6946.00	8154.00	1795						
336099	N	30	16940.00	18662.00	3080						
	N	36x6	12936.00	14966.00	2430						
	N	36x12	14025.00	16055.00	2550						
	N	36x16	13475.00	15505.00	2450						
	N	36x24	14630.00	16660.00	2660						
<b>MJxSWIVEL TEE (With Swivel Gland)</b>						<b>MJ CROSS</b>					
340553	N	6	638.00	754.00	141		N	6	680.00	912.00	160
340881	N	8x6	846.00	1002.00	191		N	8x4	786.00	1022.00	185
340560	N	8	893.00	1049.00	210		N	8x6	871.00	1143.00	205
340898	N	10x6	1254.00	1446.00	267		N	8	999.00	1311.00	255
340577	N	12x6	1469.00	1705.00	346		N	10x4	CALL		260
	N	12x8	CALL		360		N	10x6	1211.00	1519.00	285
	N	14x6	CALL		504		N	10x8	1318.00	1666.00	316
340904	N	16x6	2498.00	2954.00	629		N	10	1615.00	1999.00	380
340584	N	16x8	2921.00	3377.00	649		N	12x4	CALL		340
	N	18x6	CALL		754		N	12x6	1530.00	1882.00	361
	N	20x6	CALL		829		N	12x8	1636.00	2028.00	371
	N	24x6	CALL		1134		N	12x10	CALL		340
340591	N	30x6	11385.00	13107.00	2070		N	12	2104.00	2576.00	486
							N	14x4	CALL		340
							N	14x6	CALL		500
							N	14x8	2025.00	2503.00	525
							N	14x10	CALL		668
							N	14x12	CALL		630
							N	14	2858.00	3502.00	779
							N	16x4	CALL		630
							N	16x6	2588.00	3160.00	650
							N	16x8	2723.00	3335.00	675
							N	16x12	CALL		856
							N	16x14	CALL		830
							N	16	3555.00	4467.00	895
							N	18x6	CALL		705
						336211	N	18x8	3275.00	4089.00	730
						336228	N	18x10	3425.00	4275.00	760
						336235	N	18x12	3625.00	4519.00	790
							N	18x14	CALL		990
							N	18x16	CALL		1060
						336242	N	18	4975.00	6291.00	1130
							N	20x6	CALL		865
						345039	N	20x8	3840.00	4852.00	890
							N	20x10	CALL		920
						336266	N	20x12	4190.00	5282.00	955
							N	20x14	CALL		1025
						336273	N	20x16	5425.00	6737.00	1245
							N	20x18	CALL		1330
						336280	N	20	6040.00	7752.00	1448
							N	24x6	CALL		1180
						336297	N	24x8	5371.00	6735.00	1244
							N	24x10	CALL		1230
						336303	N	24x12	5828.00	7272.00	1326
							N	24x14	CALL		1325
						336310	N	24x16	6300.00	7964.00	1375
							N	24x18	CALL		1865

200

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
 BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

05/01/09

Confidential

McWane-014441

CX 2358-200

**MJ C110 DOUBLE CEMENT LINED**

**LP-5091 Tyler Union D.I. C110 MJ Fittings/Double Cement Lined**

UPCode 670610	Ship Code	Size	Loss Accessories	With Accessories	Weight	UPCode 670610	Ship Code	Size	Loss Accessories	With Accessories	Weight
------------------	--------------	------	---------------------	---------------------	--------	------------------	--------------	------	---------------------	---------------------	--------

**MJ CROSS (Con't)**

336327	N	24x20	8794.00	10858.00	1965
336334	N	24	9508.00	11924.00	2155
336341	N	30x6	9735.00	11573.00	2085
345046	N	30x12	10258.00	12216.00	2165
336358	N	30x24	14713.00	17643.00	3180
336365	N	30	16913.00	18625.00	3640
	N	36	24035.00	28095.00	4370

**MJxFE CROSS**

N	6	598.00	714.00	141
N	8x6	772.00	928.00	182
N	8	1044.00	1200.00	245
N	10	1530.00	1722.00	360
N	12x6	1558.00	1794.00	367
N	12x8	1584.00	1820.00	373
N	12	2022.00	2258.00	476
N	16x8	2948.00	3404.00	655
N	16	3938.00	4394.00	875

**MJxPE CROSS**

N	4	CALL	105
N	6x4	CALL	140
N	6	CALL	160
N	8x4	CALL	185
N	8x6	CALL	205
N	8	CALL	235
N	10x4	CALL	260
N	10x6	CALL	285
N	10x8	CALL	310
N	10	CALL	380
N	12x4	CALL	340
N	12x6	CALL	360
N	12x8	CALL	385
N	12x10	CALL	460
N	12	CALL	495
N	14x4	CALL	500
N	14x6	CALL	475
N	14x8	CALL	500
N	14x10	CALL	540
N	14x12	CALL	630
N	14	CALL	710
N	16x4	CALL	630
N	16x6	CALL	575
N	16x8	CALL	605
N	16x10	CALL	645
N	16x12	CALL	685
N	16	CALL	895
N	18x6	CALL	625
N	18x8	CALL	655
N	18x10	CALL	685

**MJxPE CROSS (Con't)**

N	18x12	CALL	725
N	18x14	CALL	870
N	18x16	CALL	930
N	18	CALL	995
N	20x6	CALL	760
N	20x8	CALL	790
N	20x10	CALL	820
N	20x12	CALL	860
N	20x14	CALL	905
N	20x16	CALL	1085
N	20x18	CALL	1155
N	20	CALL	1230
N	24x6	CALL	1025
N	24x8	CALL	1045
N	24x10	CALL	1085
N	24x12	CALL	1110
N	24x14	CALL	1155
N	24x16	CALL	1200
N	24x18	CALL	1590
N	24x20	CALL	1675
N	24	CALL	1835
N	30x12	CALL	1750
N	30x14	CALL	1790
N	30x16	CALL	1835
N	30x18	CALL	1885
N	30x20	CALL	1945
N	30x24	CALL	2560

**MJ WYE (Not included in AWWA C110)**

N	3	285.00	378.00	60
N	4	428.00	548.00	90
N	6x4	574.00	730.00	130
N	6	638.00	812.00	145
N	8x4	808.00	1004.00	190
N	8x6	871.00	1085.00	205
N	8	956.00	1190.00	230
N	10x4	CALL	270	
N	10x6	1211.00	1461.00	330
N	10x8	1296.00	1566.00	275
N	10	1594.00	1882.00	435
N	12x4	CALL	380	
N	12x6	CALL	400	
N	12x8	1798.00	2112.00	505
N	12x10	CALL	450	
N	12	2274.00	2628.00	490
N	14x6	2543.00	2923.00	626
N	14x8	CALL	595	
N	14x10	CALL	625	
N	14x12	CALL	670	
N	14	CALL	803	
N	16x6	CALL	735	
N	16x8	CALL	760	
N	16x10	CALL	800	
N	16x12	CALL	835	
N	16x14	CALL	900	

**MJ C110 DOUBLE CEMENT LINED**

**Tyler Union D.I. C110 MJ Fittings/Double Cement Lined**

**LP-5091**

UPCode 670610	Ship Code	Size	Less Accessories	With Accessories	Weight	UPCode 670610	Ship Code	Size	Less Accessories	With Accessories	Weight
------------------	--------------	------	---------------------	---------------------	--------	------------------	--------------	------	---------------------	---------------------	--------

**MJ WYE (Not included in AWWA C110) (Con't)**

	N	16	4005.00	4689.00	1079
336105	N	18x8	3750.00	4486.00	815
<b>336112</b>	<b>N</b>	<b>18x10</b>	<b>5350.00</b>	<b>6104.00</b>	<b>975</b>
336129	N	18x12	5650.00	6426.00	1015
	<b>N</b>	<b>18x14</b>	<b>CALL</b>	<b>1075</b>	
<b>336143</b>	<b>N</b>	<b>18x16</b>	<b>5750.00</b>	<b>6636.00</b>	<b>1135</b>
336150	N	18	6225.00	7212.00	1200
<b>336167</b>	<b>N</b>	<b>20x10</b>	<b>7175.00</b>	<b>8127.00</b>	<b>1220</b>
336174	N	20x12	5750.00	6724.00	1260
	<b>N</b>	<b>20x14</b>	<b>CALL</b>	<b>1320</b>	
<b>336198</b>	<b>N</b>	<b>20x16</b>	<b>6800.00</b>	<b>7884.00</b>	<b>1375</b>
	N	20x18	CALL	1435	
<b>336204</b>	<b>N</b>	<b>20</b>	<b>7150.00</b>	<b>8434.00</b>	<b>1525</b>
	N	24x12	CALL	1805	
	<b>N</b>	<b>24x14</b>	<b>CALL</b>	<b>1865</b>	
	N	24x16	CALL	1925	
	<b>N</b>	<b>24x18</b>	<b>CALL</b>	<b>1925</b>	
	N	24x20	CALL	2070	
	<b>N</b>	<b>24</b>	<b>9014.00</b>	<b>10826.00</b>	<b>2372</b>
	N	30	20097.00	22680.00	3670

**MJxPExMJ WYE**

	N	4	CALL	85
	<b>N</b>	<b>6x4</b>	<b>CALL</b>	<b>125</b>
	N	6	CALL	140
	<b>N</b>	<b>8x4</b>	<b>CALL</b>	<b>185</b>
	<b>N</b>	<b>8x6</b>	<b>CALL</b>	<b>200</b>
	N	8	CALL	185
	<b>N</b>	<b>10x4</b>	<b>CALL</b>	<b>270</b>
	N	10x6	CALL	285
	<b>N</b>	<b>10x8</b>	<b>CALL</b>	<b>310</b>
	<b>N</b>	<b>10</b>	<b>CALL</b>	<b>340</b>
	N	12x6	CALL	400
	<b>N</b>	<b>12x8</b>	<b>CALL</b>	<b>425</b>
	N	12x10	CALL	450
	N	12	CALL	490
	N	14x6	CALL	555
	<b>N</b>	<b>14x8</b>	<b>CALL</b>	<b>580</b>
	N	14x10	CALL	610
	<b>N</b>	<b>14x12</b>	<b>CALL</b>	<b>670</b>
	N	16x6	CALL	715
	<b>N</b>	<b>16x8</b>	<b>CALL</b>	<b>735</b>
	N	16x10	CALL	780
	<b>N</b>	<b>16x12</b>	<b>CALL</b>	<b>815</b>
	N	16x14	CALL	880
	N	16	CALL	940
	N	18x8	CALL	925
	<b>N</b>	<b>18x10</b>	<b>CALL</b>	<b>950</b>
	N	18x12	CALL	990
	<b>N</b>	<b>18x14</b>	<b>CALL</b>	<b>1050</b>
	N	18x16	CALL	1110
	<b>N</b>	<b>18</b>	<b>CALL</b>	<b>1175</b>

**MJxPExMJ WYE (Con't)**

	N	20x10	CALL	1190
	<b>N</b>	<b>20x12</b>	<b>CALL</b>	<b>1230</b>
	N	20x14	CALL	1290
	<b>N</b>	<b>20x16</b>	<b>CALL</b>	<b>1345</b>
	N	20x18	CALL	1415
	<b>N</b>	<b>20</b>	<b>CALL</b>	<b>1495</b>
	<b>N</b>	<b>24x12</b>	<b>CALL</b>	<b>1760</b>
	N	24x14	CALL	1820
	<b>N</b>	<b>24x16</b>	<b>CALL</b>	<b>1885</b>
	N	24x18	CALL	1950
	<b>N</b>	<b>24x20</b>	<b>CALL</b>	<b>2030</b>
	N	24	CALL	2205
	<b>N</b>	<b>30x16</b>	<b>CALL</b>	<b>2995</b>
	N	30x18	CALL	3070
	<b>N</b>	<b>30x20</b>	<b>CALL</b>	<b>3150</b>
	N	30x24	CALL	3315
	<b>N</b>	<b>30</b>	<b>CALL</b>	<b>3630</b>

**MJ OFFSET**

336853	N	4x12	383.00	463.00	85
<b>336860</b>	<b>N</b>	<b>4x18</b>	<b>473.00</b>	<b>553.00</b>	<b>105</b>
336877	N	4x24	567.00	647.00	126
<b>336884</b>	<b>N</b>	<b>6x6</b>	<b>468.00</b>	<b>584.00</b>	<b>114</b>
336891	N	6x12	574.00	690.00	135
<b>344995</b>	<b>N</b>	<b>6x18</b>	<b>701.00</b>	<b>817.00</b>	<b>165</b>
344988	N	6x24	829.00	945.00	165
<b>336921</b>	<b>N</b>	<b>8x6</b>	<b>680.00</b>	<b>836.00</b>	<b>160</b>
336938	N	8x12	850.00	1006.00	200
<b>336945</b>	<b>N</b>	<b>8x18</b>	<b>1041.00</b>	<b>1197.00</b>	<b>245</b>
336952	N	8x24	1381.00	1537.00	280
<b>344971</b>	<b>N</b>	<b>10x12</b>	<b>1063.00</b>	<b>1255.00</b>	<b>280</b>
336976	N	10x18	1445.00	1637.00	340
<b>336983</b>	<b>N</b>	<b>10x24</b>	<b>1700.00</b>	<b>1892.00</b>	<b>420</b>
337003	N	12x12	1785.00	2021.00	420
<b>337010</b>	<b>N</b>	<b>12x18</b>	<b>2210.00</b>	<b>2446.00</b>	<b>520</b>
337027	N	12x24	2550.00	2786.00	640
<b>337034</b>	<b>N</b>	<b>16x12</b>	<b>3405.00</b>	<b>3861.00</b>	<b>690</b>
337041	N	16x18	3825.00	4281.00	850
<b>337058</b>	<b>N</b>	<b>20x12</b>	<b>5180.00</b>	<b>6036.00</b>	<b>1025</b>
337065	N	20x18	5950.00	6806.00	1275

**MJxPE OFFSET**

337072	N	4x6	369.00	409.00	70
<b>337089</b>	<b>N</b>	<b>4x12</b>	<b>428.00</b>	<b>468.00</b>	<b>80</b>
337102	N	4x24	563.00	603.00	115
<b>337119</b>	<b>N</b>	<b>6x6</b>	<b>512.00</b>	<b>570.00</b>	<b>105</b>
337126	N	6x12	582.00	640.00	130
<b>337133</b>	<b>N</b>	<b>6x18</b>	<b>642.00</b>	<b>700.00</b>	<b>160</b>
337140	N	6x24	799.00	857.00	160
<b>337157</b>	<b>N</b>	<b>8x6</b>	<b>757.00</b>	<b>835.00</b>	<b>155</b>
337164	N	8x12	880.00	958.00	195
<b>337171</b>	<b>N</b>	<b>8x18</b>	<b>1199.00</b>	<b>1277.00</b>	<b>240</b>
337188	N	8x24	1212.00	1290.00	275
<b>337195</b>	<b>N</b>	<b>10x12</b>	<b>1190.00</b>	<b>1286.00</b>	<b>280</b>
337201	N	10x18	1445.00	1523.00	340
	<b>N</b>	<b>12x6</b>	<b>1360.00</b>	<b>1478.00</b>	<b>320</b>

**MJ C110 DOUBLE CEMENT LINED**

**LP-5091 Tyler Union D.I. C110 MJ Fittings/Double Cement Lined**

UPCode 670610	Ship Code	Size	Loss Accessories	With Accessories	Weight	UPCode 670610	Ship Code	Size	Loss Accessories	With Accessories	Weight
------------------	--------------	------	---------------------	---------------------	--------	------------------	--------------	------	---------------------	---------------------	--------

**MJxPE OFFSET (Con't)**

337225	N	12x12	2199.00	2317.00	420
337232	N	12x18	2210.00	2328.00	520
337249	N	12x24	2678.00	2796.00	630
337263	N	16x18	3735.00	3963.00	830

**MJ REDUCER**

	N	3x2	114.00	167.00	25
	N	4x2	140.00	202.00	28
336372	N	4x3	180.00	251.00	36
	N	6x2	196.00	276.00	44
336389	N	6x3	234.00	323.00	55
336396	N	6x4	255.00	353.00	56
336402	N	8x3	329.00	438.00	75
336419	N	8x4	340.00	458.00	84
336426	N	8x6	404.00	540.00	95
	N	10x4	CALL		105
336433	N	10x6	489.00	643.00	115
336440	N	10x8	574.00	748.00	142
336457	N	12x4	574.00	732.00	139
336464	N	12x6	638.00	814.00	148
336471	N	12x8	701.00	897.00	173
336488	N	12x10	833.00	1047.00	194
	N	14x6	900.00	1119.00	200
	N	14x8	CALL		220
	N	14x10	CALL		270
336495	N	16x6	1035.00	1321.00	250
336501	N	16x8	1125.00	1431.00	288
336518	N	16x10	1260.00	1584.00	300
336525	N	16x12	1287.00	1633.00	330
336532	N	16x14	1508.00	1897.00	370
336549	N	18x8	1475.00	1882.00	320
336556	N	18x10	1625.00	2050.00	388
336563	N	18x12	1750.00	2197.00	380
336570	N	18x14	1900.00	2390.00	450
336587	N	18x16	2075.00	2632.00	476
336594	N	20x10	1875.00	2399.00	410
336600	N	20x12	2025.00	2571.00	515
	N	20x14	CALL		485
336617	N	20x16	2350.00	3006.00	578
336624	N	20x18	2440.00	3197.00	575
	N	24x10	CALL		565
336631	N	24x12	2888.00	3610.00	610
	N	24x14	CALL		660
336648	N	24x16	3229.00	4061.00	705
336655	N	24x18	3465.00	4398.00	760
336662	N	24x20	3701.00	4733.00	815
	N	30x16	5418.00	6507.00	1150
336679	N	30x18	5445.00	6635.00	1160
336686	N	30x20	5775.00	7064.00	1225
336693	N	30x24	6408.00	7873.00	1360
	N	36x20	7975.00	9418.00	1495
	N	36x24	8558.00	10177.00	1580
	N	36x30	10120.00	11996.00	1919

**PE REDUCER**

	N	4x3	151.00	N/A	36
052319	N	6x4	242.00	N/A	55
	N	8x4	CALL		75
	N	8x6	408.00	N/A	96
	N	10x4	CALL		100
	N	10x6	CALL		115
	N	10x8	574.00	N/A	135
	N	12x4	CALL		130
	N	12x6	CALL		145
	N	12x8	714.00	N/A	168
	N	12x10	786.00	N/A	185
	N	14x6	CALL		185
	N	14x8	CALL		205
	N	14x10	CALL		230
	N	14x12	CALL		260
	N	16x6	CALL		230
	N	16x8	CALL		250
	N	16x10	CALL		280
	N	16x12	CALL		335
	N	16x14	CALL		335
	N	18x8	CALL		295
	N	18x10	CALL		325
	N	18x12	CALL		360
	N	18x14	CALL		385
	N	18x16	CALL		420
	N	20x10	CALL		380
	N	20x12	CALL		415
	N	20x14	CALL		440
	N	20x16	CALL		475
	N	20x18	CALL		520
	N	24x12	CALL		575
	N	24x14	CALL		605
	N	24x16	CALL		645
	N	24x18	CALL		695
	N	24x20	CALL		745
	N	30x16	5583.00	N/A	1015
	N	30x18	5638.00	N/A	1025
	N	30x20	5995.00	N/A	1090
	N	30x24	6683.00	N/A	1215
	N	36x24	7640.00	N/A	1389
	N	36x30	8718.00	N/A	1585

**SMALL END BELL (SEB) REDUCER**

	N	3x2	114.00	136.00	21
	N	4x2	135.00	157.00	25
	N	4x3	158.00	189.00	38
	N	6x2	183.00	205.00	40
	N	6x3	213.00	244.00	50
	N	6x4	255.00	295.00	55
	N	8x3	321.00	352.00	70
	N	8x4	340.00	380.00	82
	N	8x6	383.00	441.00	90
	N	10x4	CALL		100
	N	10x6	489.00	547.00	116
	N	10x8	553.00	631.00	135
	N	12x4	553.00	593.00	131

**MJ C110 DOUBLE CEMENT LINED**

**Tyler Union D.I. C110 MJ Fittings/Double Cement Lined**

**LP-5091**

UPCode 670610	Ship Code	Size	Less Accessories	With Accessories	Weight	UPCode 670610	Ship Code	Size	Less Accessories	With Accessories	Weight
------------------	--------------	------	---------------------	---------------------	--------	------------------	--------------	------	---------------------	---------------------	--------

**SMALL END BELL (SEB) REDUCER (Con't)**

N	12x6	616.00	674.00	150	
<b>N</b>	<b>12x8</b>	<b>710.00</b>	<b>788.00</b>	<b>168</b>	
N	12x10	808.00	904.00	190	
N	14x6	CALL		185	
<b>N</b>	<b>14x8</b>	<b>CALL</b>		<b>205</b>	
N	14x10	CALL		230	
<b>N</b>	<b>14x12</b>	<b>CALL</b>		<b>255</b>	
N	16x6	CALL		230	
<b>N</b>	<b>16x8</b>	<b>1035.00</b>	<b>1113.00</b>	<b>248</b>	
N	16x10	CALL		298	
<b>N</b>	<b>16x12</b>	<b>1283.00</b>	<b>1401.00</b>	<b>304</b>	
N	16x14	CALL		350	
N	18x8	CALL		344	
<b>N</b>	<b>18x10</b>	<b>CALL</b>		<b>407</b>	
N	18x12	1625.00	1743.00	355	
<b>N</b>	<b>18x14</b>	<b>CALL</b>		<b>400</b>	
N	18x16	CALL		461	
N	20x10	CALL		430	
<b>N</b>	<b>20x12</b>	<b>1875.00</b>	<b>1993.00</b>	<b>420</b>	
N	20x14	CALL		455	
<b>N</b>	<b>20x16</b>	<b>2175.00</b>	<b>2403.00</b>	<b>525</b>	
N	20x18	CALL		640	
<b>N</b>	<b>24x12</b>	<b>2678.00</b>	<b>2796.00</b>	<b>570</b>	
N	24x14	CALL		620	
<b>N</b>	<b>24x16</b>	<b>3019.00</b>	<b>3247.00</b>	<b>665</b>	
N	24x18	3255.00	3584.00	720	
<b>N</b>	<b>24x20</b>	<b>3491.00</b>	<b>3919.00</b>	<b>775</b>	
<b>N</b>	<b>30x16</b>	<b>4131.00</b>	<b>4359.00</b>	<b>1040</b>	
N	30x18	4868.00	5197.00	1050	
<b>N</b>	<b>30x20</b>	<b>5198.00</b>	<b>5626.00</b>	<b>1120</b>	
N	30x24	5830.00	6434.00	1255	
<b>N</b>	<b>36x16</b>	<b>6820.00</b>	<b>7048.00</b>	<b>1240</b>	
391586	N	36x30	9295.00	10156.00	1721

**MJxFIPT ECCENTRIC REDUCER**

N	6x2	717.00	775.00	51
<b>N</b>	<b>8x2</b>	<b>1002.00</b>	<b>1080.00</b>	<b>66</b>

**LARGE END BELL (LEB) REDUCER**

N	3x2	114.00	145.00	20
<b>N</b>	<b>4x2</b>	<b>140.00</b>	<b>180.00</b>	<b>31</b>
N	4x3	180.00	220.00	37
<b>N</b>	<b>6x2</b>	<b>200.00</b>	<b>258.00</b>	<b>47</b>
N	6x3	234.00	292.00	55
<b>N</b>	<b>6x4</b>	<b>255.00</b>	<b>313.00</b>	<b>60</b>
N	8x3	298.00	376.00	70
<b>N</b>	<b>8x4</b>	<b>340.00</b>	<b>418.00</b>	<b>84</b>
<b>N</b>	<b>8x6</b>	<b>417.00</b>	<b>495.00</b>	<b>93</b>
<b>N</b>	<b>10x4</b>	<b>CALL</b>		<b>100</b>
N	10x6	489.00	585.00	117
<b>N</b>	<b>10x8</b>	<b>553.00</b>	<b>649.00</b>	<b>130</b>
<b>N</b>	<b>12x4</b>	<b>CALL</b>		<b>130</b>
N	12x6	616.00	734.00	153
<b>N</b>	<b>12x8</b>	<b>803.00</b>	<b>921.00</b>	<b>165</b>
N	12x10	786.00	904.00	178

**LARGE END BELL (LEB) REDUCER (Con't)**

N	14x6	CALL		200
<b>N</b>	<b>14x8</b>	<b>CALL</b>		<b>220</b>
<b>N</b>	<b>14x12</b>	<b>CALL</b>		<b>275</b>
N	16x6	CALL		250
<b>N</b>	<b>16x8</b>	<b>CALL</b>		<b>270</b>
N	16x10	CALL		300
<b>N</b>	<b>16x12</b>	<b>1373.00</b>	<b>1601.00</b>	<b>325</b>
N	16x14	CALL		355
N	18x8	CALL		320
<b>N</b>	<b>18x10</b>	<b>CALL</b>		<b>350</b>
N	18x12	CALL		440
<b>N</b>	<b>18x14</b>	<b>CALL</b>		<b>506</b>
N	18x16	CALL		445
N	20x10	CALL		410
<b>N</b>	<b>20x12</b>	<b>CALL</b>		<b>532</b>
N	20x14	CALL		548
<b>N</b>	<b>20x16</b>	<b>2225.00</b>	<b>2653.00</b>	<b>510</b>
N	20x18	2888.00	3316.00	550
<b>N</b>	<b>24x12</b>	<b>CALL</b>		<b>615</b>
N	24x14	CALL		645
<b>N</b>	<b>24x16</b>	<b>3124.00</b>	<b>3728.00</b>	<b>753</b>
N	24x18	CALL		735
<b>N</b>	<b>24x20</b>	<b>3544.00</b>	<b>4148.00</b>	<b>785</b>
<b>N</b>	<b>30x16</b>	<b>CALL</b>		<b>938</b>
N	30x18	CALL		965
<b>N</b>	<b>30x20</b>	<b>CALL</b>		<b>1020</b>
N	30x24	6188.00	7049.00	1320
<b>N</b>	<b>36x24</b>	<b>8443.00</b>	<b>9458.00</b>	<b>1535</b>

**MJxFE REDUCER**

N	4x3	158.00	198.00	33	
<b>N</b>	<b>6x3</b>	<b>213.00</b>	<b>271.00</b>	<b>46</b>	
N	6x4	264.00	322.00	62	
<b>N</b>	<b>8x4</b>	<b>319.00</b>	<b>397.00</b>	<b>75</b>	
028208	N	8x6	347.00	425.00	82
<b>N</b>	<b>10x6</b>	<b>424.00</b>	<b>520.00</b>	<b>100</b>	
N	10x8	553.00	649.00	130	
<b>N</b>	<b>12x6</b>	<b>553.00</b>	<b>671.00</b>	<b>130</b>	
N	12x8	808.00	926.00	190	
<b>N</b>	<b>12x10</b>	<b>786.00</b>	<b>904.00</b>	<b>185</b>	
N	14x6	878.00	1039.00	195	
<b>N</b>	<b>14x8</b>	<b>1080.00</b>	<b>1241.00</b>	<b>240</b>	
N	14x12	1080.00	1241.00	240	
<b>N</b>	<b>16x12</b>	<b>1710.00</b>	<b>1938.00</b>	<b>380</b>	
N	18x8	1500.00	1829.00	290	
<b>N</b>	<b>18x12</b>	<b>2025.00</b>	<b>2354.00</b>	<b>405</b>	
N	18x16	2225.00	2554.00	385	
<b>N</b>	<b>20x16</b>	<b>2550.00</b>	<b>2978.00</b>	<b>510</b>	
N	24x12	3520.00	4124.00	455	

**MJ C110 DOUBLE CEMENT LINED****LP-5091****Tyler Union D.I. C110 MJ Fittings/Double Cement Lined**

UPCode 670610	Ship Code	Size	Loss Accessories	With Accessories	Weight	UPCode 670610	Ship Code	Size	Loss Accessories	With Accessories	Weight
------------------	--------------	------	---------------------	---------------------	--------	------------------	--------------	------	---------------------	---------------------	--------

**FExMJ REDUCER**

	N	4x3	153.00	184.00	34
	N	6x4	225.00	265.00	53
	<b>N</b>	<b>8x4</b>	<b>310.00</b>	<b>350.00</b>	<b>73</b>
028215	N	8x6	404.00	462.00	84
	<b>N</b>	<b>10x6</b>	<b>503.00</b>	<b>561.00</b>	<b>118</b>
	N	10x8	554.00	632.00	130
	<b>N</b>	<b>12x6</b>	<b>616.00</b>	<b>674.00</b>	<b>145</b>
	N	12x8	723.00	801.00	170
	<b>N</b>	<b>12x10</b>	<b>799.00</b>	<b>895.00</b>	<b>188</b>
	<b>N</b>	<b>16x12</b>	<b>1373.00</b>	<b>1491.00</b>	<b>305</b>

**MJxFLANGE ADAPTER 8" LL**

336730	N	3	143.00	174.00	30
<b>336747</b>	<b>N</b>	<b>4</b>	<b>189.00</b>	<b>229.00</b>	<b>42</b>
336754	N	6	264.00	322.00	62
<b>336761</b>	<b>N</b>	<b>8</b>	<b>361.00</b>	<b>439.00</b>	<b>88</b>
336778	N	10	510.00	606.00	120
<b>336785</b>	<b>N</b>	<b>12</b>	<b>659.00</b>	<b>777.00</b>	<b>150</b>
336792	N	16	1080.00	1308.00	260
<b>336808</b>	<b>N</b>	<b>18</b>	<b>1400.00</b>	<b>1729.00</b>	<b>305</b>
336815	N	20	1700.00	2128.00	340
<b>336822</b>	<b>N</b>	<b>24</b>	<b>2405.00</b>	<b>3009.00</b>	<b>495</b>

**MJ TEE TAPPED (2-inch IPT)**

	N	3x2	206.00	268.00	35
284352	<b>N</b>	<b>4x2</b>	<b>243.00</b>	<b>323.00</b>	<b>45</b>
	N	6x2	338.00	454.00	70
	<b>N</b>	<b>8x2</b>	<b>482.00</b>	<b>638.00</b>	<b>104</b>
	N	10x2	593.00	785.00	130
	<b>N</b>	<b>12x2</b>	<b>805.00</b>	<b>1041.00</b>	<b>180</b>

**MJxFLANGE ADAPTER 10" LL**

336839	N	30	4180.00	5041.00	760
--------	---	----	---------	---------	-----

**MJ TEE / CROSS UNTAPPED**

	N	3	166.00	228.00	35
	<b>N</b>	<b>4</b>	<b>203.00</b>	<b>283.00</b>	<b>45</b>
	N	6	298.00	414.00	70
	<b>N</b>	<b>8</b>	<b>442.00</b>	<b>598.00</b>	<b>104</b>
	N	10	553.00	745.00	130
	<b>N</b>	<b>12</b>	<b>765.00</b>	<b>1001.00</b>	<b>180</b>

**MJxFLARE ADAPTER**

	N	4	CALL	35
	<b>N</b>	<b>6</b>	<b>CALL</b>	<b>50</b>
	N	8	CALL	82
	<b>N</b>	<b>10</b>	<b>CALL</b>	<b>110</b>
	N	12	CALL	160
	<b>N</b>	<b>14</b>	<b>CALL</b>	<b>190</b>
	N	16	CALL	270
	<b>N</b>	<b>18</b>	<b>CALL</b>	<b>320</b>
	N	20	CALL	410
	<b>N</b>	<b>24</b>	<b>CALL</b>	<b>545</b>
	N	30	CALL	894

**NOTE:** All items shown in C110 Standard Cement Lined are available in double cement lined at the same price. Contact your CSR.



**TERMS AND CONDITIONS OF SALE**  
**McWane, Inc.**

**1. ENTIRE AGREEMENT.** McWane, Inc., agrees to sell the goods covered herein (the "Goods") to Buyer on the following terms and conditions of sale (the "Terms and Conditions") which supersede any other or inconsistent terms of Buyer. This contract constitutes the entire agreement between parties with respect to the Goods, and this Agreement may not be modified, amended or waived in any way except in writing signed by an authorized representative of Seller. No representation, promise or term not set forth herein has been nor may be relied upon by Buyer. All references by Seller to Buyer's specifications and similar requirements are only to describe the products and work covered hereby and no warranties or other terms therein shall have any force or effect.

**2. QUOTATIONS.** Where this form is used by Seller to place a bid, the quotation stated herein is for prompt acceptance and is subject to change and/or withdrawal without notice. Prompt acceptance of all quotations and adherence to delivery schedules are material terms of the bid and any subsequent agreement. In cases where freight allowance is included in the quotation, Buyer is liable for any rate increase and/or additional expense over the calculated allowance resulting from compliance with Buyer's shipping instructions.

**3. ACCEPTANCE.** This order shall not be binding upon Seller until accepted by an authorized representative of Seller at its home office. Acceptance of orders, whether oral or written, is based on the express condition that Buyer agrees to all of these Terms and Conditions. Acceptance of delivery by Buyer will constitute Buyer's assent to these Terms and Conditions in their entirety.

**4. DELIVERY.** All prices are F.O.B. Seller's plant, unless otherwise specified by Seller. All shipping dates are approximate, and any time period indicated for a shipment shall not commence until receipt of Seller's information. Acceptance of shipment by designated shipper, allocation of Goods to Buyer at premises other than Seller's, delivery to Buyer's representative or designee, or mailing of an invoice to Buyer, whichever first occurs, shall constitute tender of delivery. Upon tender of delivery, title shall pass to Buyer, subject to Seller's right of stoppage in transit and to any interest of Seller reserved to secure Buyer's payment or performance, irrespective of any freight allowance or prepayment of freight. Goods held subject to Buyer's instructions, Goods for which Buyer has failed to supply shipping instructions, or in any case where Seller, in its sole discretion, determines any part of the Goods should be held for Buyer's account, Seller may invoice the Goods and Buyer agrees to make payment at the maturity of the invoice rendered. Goods invoiced and held at any location for whatever reason shall be at Buyer's risk and Seller may charge for (but is not obligated to carry) insurance, storage and other expenses incident to such delay at its prevailing rates. Partial deliveries shall be accepted by Buyer and paid for at contract prices and terms. When Buyer has declared or manifested an intention not to accept delivery, no tender shall be necessary but Seller may, at its option, give notice in writing to Buyer that Seller is ready and willing to deliver and such notice shall constitute a valid tender of delivery. In no event shall Buyer be entitled to make any deduction from any payment due hereunder by reason of loss or damage in transit. Upon the written request of Buyer, Seller, at its sole discretion, may agree as a service to Buyer to process Buyer's claim against the carrier for any loss or damage in transit, provided that such claim is received by Seller within five (5) days of the receipt of Goods. Any such claims must be accompanied by a delivery receipt, signed by carrier's agent at time of delivery, on which receipt the loss or damage has been noted. In the absence of directions, goods will be shipped by the method and via carrier Seller believes dependable. Delivery by truck will be made to nearest points reasonably accessible by truck as determined by the driver. Buyer will furnish and pay for necessary labor to unload and store Goods. Buyer shall note loss or damage on truck shipments upon delivery ticket returned to Seller. All materials received from Seller must be counted upon receipt and compared to the Seller's packing list. Any shortage must be noted on the carrier's official freight bill and be confirmed with the signature of the driver representing the delivering carrier. A copy of the freight bill listing the shortage must be forwarded to Seller within three working days to receive credit for any shortage. If the freight bill is signed without exception, the packing list will be deemed correct and no shortage claim will be honored. Contact Seller's sales correspondent immediately if no packing list is present.

**5. TERMS OF PAYMENT.** Terms to Buyers whose credit has been approved in writing by Seller are specified on the face of the applicable invoice. Seller shall have the right to make partial shipments. If, at any time or for any reason, Seller shall have cause to question Buyer's ability to perform, Seller may demand such assurances of Buyer's performance as Seller shall deem necessary in its discretion, including payment in advance for all shipments. If Buyer fails within 10 days of Seller's demand to provide Seller with such assurance, Seller shall be entitled to cancel any order then outstanding, receive reimbursement for its reasonable and proper cancellation charges and may proceed to collect, without limitation, any sums due and owing, its reasonable cancellation charges and all damage resulting from Buyer's default. In the event of bankruptcy or insolvency of Buyer, or in the event of any proceeding brought against Buyer, voluntarily or involuntarily, under bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time and shall receive reimbursement for its reasonable and proper cancellation charges. If Buyer fails to make payment for the Goods when due, Buyer's account shall be deemed delinquent and Buyer shall be liable to Seller for a service charge of eighteen percent (18%) per annum or the maximum allowed by law, whichever is greater, on any unpaid amount. Buyer shall be liable to Seller for all costs and expenses of collection, including court costs and reasonable attorney's fees.

**6. CANCELLATION, CHANGES AND RETURNS.** This order is not subject to cancellation, change or return unless agreed to in writing by an authorized representative of Seller. At Seller's option, Buyer may be charged for any costs incurred by Seller

05/01/09

11910 CR 492 • TYLER, TEXAS 75706 • (800) 527-8478 • FAX ORDERS TO (800) 248-9537  
BOX 309 • ANNISTON, ALABAMA 36202 • (800) 226-7601 • FAX ORDERS TO (800) 226-0806

207

Confidential

McWane-014448

CX 2358-207

**TERMS AND CONDITIONS OF SALE (Con't)**  
**McWane Inc.**

prior to or as a result of such cancellation, change or return. In this event, the seller shall be entitled to revise its prices and delivery dates to reflect such change. When Seller's agreement is obtained, Seller will accept returned material for credit if, in its sole discretion, it finds such material to be standard stock and in good condition. Such credit shall be the invoice price less 25% on acceptable goods, and less all shipping and handling charges. In all other cases, the credit in Seller's sole discretion shall be the scrap value of the Goods, less shipping and handling charges.

**7. DELAY IN OR PREVENTION OF PERFORMANCE.** Seller shall not be liable for any expense, loss or damage resulting from delay in delivery or prevention of performance caused by fires, floods, acts of God, strikes, labor disputes, labor shortages, lack of or inability to obtain materials, fuels, supplies or equipment, riots, accidents, transportation delays, acts or failures to act of any government or of Buyer, or any other cause whatsoever, provided that such cause is beyond the reasonable control of Seller; and Seller shall have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price to reflect increases occasioned by such delay. Acceptance by Buyer of any Goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such Goods. If delivery is delayed or interrupted for any such cause, Seller may store the Goods at Buyer's expense and risk, and Seller may charge Buyer therefor a reasonable storage rate. If Seller is delayed in proceeding with production or otherwise because it is awaiting Buyer's approval or acceptance of designs, drawings, prints, engineering or technical data, or is awaiting Buyer's approval or acceptance of the Goods, Seller shall be entitled to an adjustment in price commensurate with any increase in Seller's cost of production and any other losses and expenses incurred by Seller attributable to such delays.

**8. DEFERRED DELIVERY.** Any deferred delivery request by Buyer shall be subject to Seller's written approval. If such approval is given, Seller shall have the right to charge Buyer for the completed portion of the order and to warehouse all completed Goods at Buyer's expense and risk of loss. Seller also reserves the right, at its option, as to any uncompleted portion of the order to cancel said uncompleted portion in accordance with Paragraph 6 above, or to revise its prices and delivery schedules on the portion not completed to reflect its increased costs and expenses attributable to the delay.

**9. WARRANTY AND LIMITATION OF LIABILITIES AND BUYER'S REMEDIES.** Seller warrants that the Goods delivered hereunder will be of the kind described in the within agreement and shall be free from defects in material and workmanship under conditions of normal use. Seller reserves the right to make any modifications required by production conditions to the information set forth in Seller's catalogues and advertising literature. Seller shall not be liable or responsible, however, for (A) any defects attributed to normal wear and tear, erosion or corrosion or improper storage, use or maintenance, or (B) defects in any portion or part of the Goods manufactured by others. If (B) above is applicable, Seller will, as an accommodation to Buyer, assign to Buyer any warranties given to it by any such other manufacturers. Any claim by Buyer with reference to the Goods for any cause shall be deemed waived by Buyer unless submitted to Seller in writing within ten (10) days from the date Buyer discovered, or should have discovered, any claimed breach. Buyer shall give Seller an opportunity to investigate.

Provided that Seller is furnished prompt notice by Buyer of any defect and an opportunity to inspect the alleged defect as provided herein, Seller shall, at its option and in its sole discretion either: (i) repair the defective or non conforming Goods, (ii) replace the nonconforming Goods, or part thereof, which are sent to Seller by Buyer within sixty days after receipt of the Goods at Buyer's plant or storage facilities, or (iii) if Seller is unable or chooses not to repair or replace, return the purchase price that has been paid and cancel any obligation to pay unpaid portions of the purchase price of nonconforming Goods. In no event shall any obligation to pay or refund exceed the purchase price actually paid. Repair and/or replacement as provided above shall be at Seller's plant and shipped FOB Plant unless otherwise agreed to by Seller. Transportation charges for the return of the Goods or part thereof to Seller shall be prepaid by Buyer unless otherwise agreed to by the Seller in writing. Seller shall, in no event, be responsible for any labor, removal or installation charges that may result from the above-described repair and/or replacement of any Goods. The foregoing warranty does not cover failure of any part or parts manufactured by others, the failure of any part or parts from external forces, including but not limited to earthquake, installation, vandalism, vehicular or other impact, application of excessive torque to the operating mechanism or frost heave. The exclusive remedy of Buyer and the sole liability of Seller, for any loss, damage, injury or expense of any kind arising from the manufacture, delivery, sale, installation, use or shipment of the Goods and whether based on contract, warranty, tort or any other basis of recovery whatsoever, shall be, at the election of Seller, the remedies described above. The foregoing is intended as a complete allocation of the risks between the parties and Buyer understands that it will not be able to recover consequential damages even though it may suffer such damages in substantial amounts. Because this Agreement and the price paid reflect such allocation, this limitation will not have failed of its essential purpose even if it operates to bar recovery for such consequential damages.

**THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY LAW. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, SHALL SELLER BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF USE OF THE GOODS OR OTHER PROPERTY EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, DOWNTIME, OR**

**TERMS AND CONDITIONS OF SALE (Con't)**  
**McWane, Inc.**

**THE CLAIMS OF BUYER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES. SELLER SHALL NOT BE LIABLE FOR AND BUYER AGREES TO INDEMNIFY SELLER FOR ALL PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LIABILITY RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER.**

In any contract by Buyer for resale of goods, buyer shall effectively disclaim, as against Seller, any implied warranty of merchantability and all liability for property damage or personal injury resulting from the handling, possession or use of the Goods, and shall exclude, as against Seller, any liability for special or consequential damages.

**10. PATENTS.** If any claim is made against Buyer based on a claim that any of the Goods constitute an infringement of any U.S. Letter Patent, Buyer shall notify Seller immediately. Seller shall have the right, with Buyer's assistance, if required, but at Seller's expense, to conduct settlement negotiations of any litigation. If any of the Goods are held to infringe any U.S. Letter Patent, and their use is enjoined or, if as a result of a settlement, Seller deems their continued use unadvisable and provided that Buyer has given Seller the immediate notice provided for above and has used the Goods only in accordance with the provisions of this order and shall not have altered or changed them in any material way, Seller shall, at its option and expense, procure for Buyer the right to continue using the Goods, modify the Goods so that they become non-infringing, replace the Goods with non-infringing Goods of substantially equal quality, or replace the Goods and refund the purchase price, less reasonable depreciation. The foregoing states Seller's entire liability for patent infringement.

**11. CONTROLLING LAW.** This Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Alabama or Texas. **Any claim by Buyer arising hereunder shall be tried in the courts of Alabama or Texas to which jurisdiction Buyer hereby submits.**

**12. ARBITRATION; DISPUTE RESOLUTION; PRESERVATION OF FORECLOSURE REMEDIES.** At the option or election of Seller, any dispute, claim or controversy ("Dispute") between Seller or Buyer relating to the transactions contemplated by this agreement, including without limitation any claim based on or arising from an alleged tort, shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). Defenses based on statutes of limitation and similar doctrines shall be applicable in any such proceeding, and the commencement of an arbitration proceeding under this Agreement shall be deemed the commencement of an action for such purposes. The arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. Each Seller and Buyer shall designate, within thirty (30) days of the receipt of the list of potential arbitrators, one of the potential arbitrators to serve, and the two arbitrators so designated shall select a third arbitrator from the eight remaining candidates.

**13. WAIVER.** No delay or failure by Seller to exercise any right or remedy under these Terms and Conditions shall be construed to be a waiver thereof. Waiver by Seller of any breach shall be limited to the specific breach so waived and shall not be construed as a waiver of any subsequent breach of this order or any rights hereunder without the prior written consent of Seller. This Agreement, and the Terms and Conditions contained herein, are enforceable, however, against the successors and assigns of Buyer.

**14. ASSIGNMENT.** Buyer may not assign this order or any rights hereunder without the prior written consent of seller. This agreement and the Terms and Conditions contained herein, are enforceable, however, against the successors and assigns of Buyer.

**15. TAXES.** Seller's prices do not include sales, use, excise or other similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future such tax shall be paid by Buyer, or in lieu thereof, Buyer shall provide Seller with all tax-exemption certificates required by the taxing authorities, at the time of sale.

**16. CUMULATIVE NATURE OF REMEDIES.** All remedies of Seller set forth herein shall be cumulative and shall be in addition to any other remedies available to Seller, whether at law, equity or otherwise.



## Visit Us On The World Wide Web

- 1. SEARCH INVENTORY** for all fittings, accessories, valve boxes, companion flanges and other products in stock, 24 hours a day, 7 days a week.
- 2. SEE THE ENTIRE TYLER / UNION CATALOG**  
View, print and download drawings and specifications.
- 3. FIND THESE COMPLETE LIST PRICE SHEETS**  
just as you see them here, page-by-page. Use the Index to go right to the product group you need. View them, print them, download them.

Use the buttons on our web page to access any of these features.

Stock checks now take just seconds. You can examine inventory by using either the UPC codes found in the Price Sheets, or search by product description.

**[www.tylerunion.com](http://www.tylerunion.com)**

**CX 2359**



**\*\*\* Introducing \*\*\***  
**Domestic**  
**Utility Fittings & Accessories**

UTILITY FITTINGS, ACCESSORIES  
& FABRICATOR PRODUCTS

**PRICE LIST**

**EFFECTIVE MAY 12, 2009**

version: **UPL.09.02**  
EFFECTIVE: MAY 12, 2009  
(SUPERSEDES ALL PREVIOUS PRICING)

<b>WEST COAST (U.S.)</b> Toll Free: (877) 701-7827 Fax: (951) 898-9361	<b>CENTRAL (U.S.)</b> Toll Free: (800) 999-3009 Fax: (281) 538-9000	<b>EAST COAST (U.S.)</b> Toll Free: (888) 941-7827 Fax: (804) 714-2837	<b>CAMBRIDGE (CANADA)</b> Toll Free: (888) 893-7827 Fax: (519) 650-1533	<b>LAVAL (CANADA)</b> Toll Free: (877) 477-7116 Fax: (450) 681-3807
--	---	--	---	---



McWane Products  
40 B. McWane Parkway  
Houston, Texas 77061  
[www.mcwane.com/usa](http://www.mcwane.com/usa)

Canada Field Office  
2011 21<sup>st</sup> Street, Unit 100  
Windsor, Ontario N9A 6K5  
Canada  
(519) 253-7827 Fax

Confidential

McWane-018123

CX 2359-001



## Regional Distribution Centers

**Atlanta, GA**  
5307 Peachtree Industrial Blvd.  
Chamblee, GA 30341

**Indianapolis, IN**  
6119 Guion Road  
Indianapolis, IN 46254

**Orlando, FL**  
10208 General Drive  
Orlando, FL 32824

**Houston, TX**  
**Corporate Headquarters**  
4018 Westhollow Pkwy.  
Houston, TX 77082

**Sacramento, CA**  
830 W. National Drive  
Sacramento, CA 95834

**Cambridge, CAN**  
1144 Industrial Road  
Cambridge, Ontario, N3H4W4

**Kansas City, MO**  
1444 Vernon  
North Kansas City, MO 64116

**Phoenix, AZ**  
1250 East Hadley Suite 2  
Phoenix, AZ 85034

**Salt Lake City, UT**  
2801 West Parkway Blvd.  
Salt Lake City, UT 84119

**Corona, CA**  
1223 Sherborn Street  
Corona, CA 92879

**Montreal, CAN**  
2846 Le Corbusier  
Laval, PQ H7L 3S1

**Richmond, VA**  
2913 Transport Street  
Richmond, VA 23234

**Seattle, WA**  
13605 52<sup>nd</sup> Street East  
Sumner, WA 98390

www.starpipeproducts.com

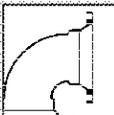
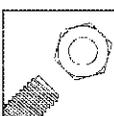
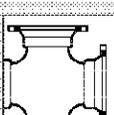
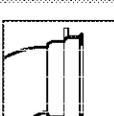
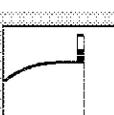
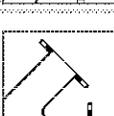
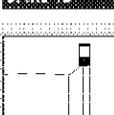
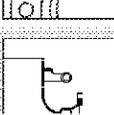
Confidential

McWane-018124

CX 2359-002



**TABLE OF CONTENTS**

	GENERAL TERMS & CONDITIONS	Pg. 4
	COMPACT MJ FITTINGS ANSI/AWWA C153/A21.53  Sizes: 2" - 64"	Pg. 5
	MJ ACCESSORIES  (Bolts, Nuts, Gaskets, Glands, etc.)	Pg. 25
	FULL BODY MJ FITTINGS ANSI/AWWA C110/A21.10  Sizes: 2" - 54"	Pg. 33
	COMPACT PUSH-ON FITTINGS ANSI/AWWA C153/A21.53  Sizes: 4" - 24"	Pg. 51
	FLANGED FITTINGS ANSI/AWWA C110/A21.10  Sizes: 2" - 64"	Pg. 59
	FLANGED FITTINGS - BARE ID ANSI/AWWA C110/A21.10  Available in all sizes - Please call	Pg. 75
	FUSION BONDED EPOXY - FBE Compact MJ (ANSI/AWWA C153/A21.53) - FBE Compact Push On (ANSI/AWWA C153/A21.53) - FBE Flanged Fittings (ANSI/AWWA C110/A21.10)	Pg. 81 Pg. 95 Pg. 103
	FABRICATOR PRODUCTS  Available in all sizes - Please call	Pg. 113
	PROTECTO 401 LINED - P401 Full Body MJ (ANSI/AWWA C110/A21.10) - P401 Compact MJ (ANSI/AWWA C153/A21.53) - P401 Flanged Fittings (ANSI/AWWA C110/A21.10)	Pg. 117 Pg. 131 Pg. 139



AWWA MEMBER  
 FM APPROVED  
 UL CLASSIFIED  
 WATER QUALITY  
 STAR PIPE PRODUCTS  
 HOUSTON CORPORATE TOLL FREE 1-800-955-3309 FAX 281-533-9200  
 www.star-pipe.com

# General Terms and Conditions

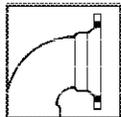
STAR PIPE PRODUCTS

<b>GENERAL</b>	These terms and conditions shall control with respect to any purchase order or sale of Seller's products. No waiver, alteration or modification of these terms and conditions whether on Buyer's purchase order or otherwise shall be valid unless the waiver, alteration or modification is specifically accepted in writing and signed by an authorized representative of Seller.
<b>DELIVERY</b>	Seller will make every effort to complete delivery of products as indicated on Seller's acceptance of an order, but Seller assumes no responsibility or liability, and will accept no backcharge, for loss or damage due to delay or inability to deliver caused by acts of God, war, labor difficulties, accident, delays of carriers, by contractors or suppliers, inability to obtain materials, shortages of fuel and energy, or any other causes of any kind whatsoever beyond the control of Seller. Seller may terminate any contract of sale of its products without liability of any nature, by written notice to Buyer. In the event that the delay in delivery or performance resulting from any of the aforesaid causes shall continue for a period of sixty (60) days. Under no circumstances shall Seller be liable for any special or consequential damages or for loss, damage, or expense (whether or not based on negligence) directly or indirectly arising from delays or failure to give notice of delay.
<b>WARRANTY</b>	Seller warrants for one year from the date of shipment Seller's manufactured products to the extent that Seller will replace those having defects in material or workmanship when used for the purpose and in the manner which Seller recommends. If Seller's examination shall disclose to its satisfaction that the product is defective, and an adjustment is required, the amount of such adjustment shall not exceed the net sales price of the defective products only and no allowance will be made for labor or expense of repairing or replacing defective product or workmanship or damage resulting from the same. No adjustment shall be implemented unless product in question is returned to seller in its originally installed condition, still connected to other components of the joint. Buyer must contact Seller as quickly as possible so Seller can assess product in its installed condition. No claims will be honored unless claim is made within forty five (45) days of the defect being found. Where engineering design or fabrication work is supplied, Buyer's acceptance of Seller's design or of delivery of work shall relieve Seller of all further obligation, other than expressed in Seller's product warranty. THIS IS SELLER'S SOLE WARRANTY. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED SELLER'S AFORESAID OBLIGATION ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY. Seller neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its engineering designs or product. This warranty shall not apply to any products or parts of products which (a) have been repaired or altered outside of Seller's factory, in any manner; (b) have been subjected to misuse, negligence or accidents; (c) have been used in a manner contrary to Seller's instructions or recommendations. Seller shall not be responsible for design errors due to inaccurate or incomplete information supplied by Buyer or its representatives. This warranty is non-transferable.
<b>LIABILITY</b>	Seller will not be liable for any loss, damage, cost of repairs, incidental or consequential damages of any kind, whether based upon warranty (except for the obligation accepted by Seller under "Warranty" above), contract or negligence, arising in connection with the design, manufacture, sale, use or repair of the products or of the engineering designs supplied to Buyer.
<b>DISCLAIMER</b>	Per AWWA/ANSI C110 A21.10, the flanged joint is generally specified for above ground service. Underground use of the flanged joint is generally not desirable due to the rigidity of the joint.
<b>RETURNS</b>	Seller cannot accept return of any products unless its written permission has been first obtained, in which case same will be credited subject to the following: (a) All material returned must, on its arrival at Seller's plant, be found to be in first-class condition; if not, cost of putting in saleable condition will be deducted from credit memoranda; (b) A handling charge deduction of twenty-five percent (25%) will be made from all credit memoranda issued for material returned; (c) Transportation charges, if not prepaid will be deducted from credit memoranda.
<b>SHIPMENTS</b>	All products sent out will be carefully examined, counted and packed. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. No claim for shortages will be allowed unless made in writing within ten (10) days of receipt of a shipment. Claims for products damaged or lost in transit should be made on the carrier, as Seller's responsibility ceases, and title passes, on delivery to the carrier.
<b>PRODUCTS</b>	Orders covering special or non-standard products are not subject to cancellation except on such terms as Seller may specify on application.
<b>PRICES</b>	Prices and designs are subject to change without notice. All prices are F.O.B. Point of Shipment, unless otherwise stated.
<b>TAXES</b>	The amount of any sales, excise or other taxes, if any, applicable to the products covered by this order, shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities.



\*Weights exclude accessories  
N: Non-Stock Item - Please call for availability

AWWA/ANSI C110 A21.10  
STAR PIPE PRODUCTS  
HOUSTON CORPORATE TOLL FREE 1-800-955-3309 FAX 281-533-9200  
www.star-pipe.com



# C153 DI COMPACT MJ FITTINGS

ANSI/AWWA C153/A21.53

version: **UPL.09.02**  
EFFECTIVE: MAY 12, 2009  
(SUPERSEDES ALL PREVIOUS PRICING)

<b>WEST COAST (U.S.)</b> Toll Free: (877) 701-7827 Fax: (951) 898-9361	<b>CENTRAL (U.S.)</b> Toll Free: (800) 999-3009 Fax: (281) 538-9000	<b>EAST COAST (U.S.)</b> Toll Free: (888) 941-7827 Fax: (804) 714-2837	<b>CAMBRIDGE (CANADA)</b> Toll Free: (888) 893-7827 Fax: (519) 650-1553	<b>LAVAL (CANADA)</b> Toll Free: (877) 477-7116 Fax: (450) 681-3807
--	---	--	---	---



McWane Products  
4018 McWane Parkway  
Houston, Texas 77061  
[www.mcwane.com/usa](http://www.mcwane.com/usa)

Canada Headquarters  
201175 Ave. Du Parc  
Laval, Quebec H7V 1A5  
Canada  
Tel: (514) 271-8000 Fax:

Confidential

McWane-018127

CX 2359-005



C153 Ductile Iron Compact Mechanical Joint Fittings

Price List  
MJ COMPACT

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
<b>90° (1/4) MJ BEND</b>						
2	MJB9002	MJB9002D	74.00	125.00	14	36
3	MJB9003	MJB9003D	105.00	159.00	19	80
4	MJB9004	MJB9004D	108.00	172.00	24	80
6	MJB9006	MJB9006D	170.00	254.00	39	36
8	MJB9008	MJB9008D	251.00	347.00	57	18
10	MJB9010	MJB9010D	387.00	515.00	89	8
12	MJB9012	MJB9012D	514.00	658.00	108	8
14	MJB9014	MJB9014D	909.00	1,125.00	200	2
16	MJB9016	MJB9016D	1,148.00	1,410.00	264	2
18	MJB9018	MJB9018D	1,570.00	1,948.00	333	
20	MJB9020	MJB9020D	1,905.00	2,341.00	393	
24	MJB9024	MJB9024D	3,014.00	3,594.00	548	
30	MJB9030	MJB9030D	5,115.00	6,639.00	960	
36	MJB9036	MJB9036D	7,975.00	9,873.00	1,499	
42	MJB9042	MJB9042D	14,286.00	17,812.00	2205	
48	MJB9048	MJB9048D	19,050.00	23,886.00	2990	



<b>45° (1/8) MJ BEND</b>						
2	MJB4502	MJB4502D	67.00	118.00	13	36
3	MJB4503	MJB4503D	90.00	144.00	19	80
4	MJB4504	MJB4504D	90.00	154.00	20	80
6	MJB4506	MJB4506D	140.00	224.00	33	36
8	MJB4508	MJB4508D	200.00	296.00	46	27
10	MJB4510	MJB4510D	289.00	417.00	70	8
12	MJB4512	MJB4512D	425.00	569.00	86	8
14	MJB4514	MJB4514D	707.00	923.00	140	8
16	MJB4516	MJB4516D	882.00	1,144.00	202	4
18	MJB4518	MJB4518D	1,165.00	1,543.00	253	2
20	MJB4520	MJB4520D	1,375.00	1,811.00	302	
24	MJB4524	MJB4524D	1,995.00	2,575.00	392	
30	MJB4530	MJB4530D	4,290.00	5,814.00	783	
36	MJB4536	MJB4536D	6,243.00	8,141.00	1,142	
42	MJB4542	MJB4542D	10,056.00	13,582.00	1,610	
48	MJB4548	MJB4548D	13,176.00	18,012.00	2,090	



<b>22 1/2° (1/16) MJ BEND</b>						
2	MJB2202	MJB2202D	74.00	125.00	9	
3	MJB2203	MJB2203D	57.00	111.00	16	50
4	MJB2204	MJB2204D	86.00	150.00	18	100
6	MJB2206	MJB2206D	128.00	212.00	32	48
8	MJB2208	MJB2208D	196.00	292.00	46	36
10	MJB2210	MJB2210D	281.00	409.00	64	12
12	MJB2212	MJB2212D	370.00	514.00	84	12
14	MJB2214	MJB2214D	716.00	932.00	148	8
16	MJB2216	MJB2216D	846.00	1,108.00	178	4
18	MJB2218	MJB2218D	1,155.00	1,533.00	254	2
20	MJB2220	MJB2220D	1,460.00	1,896.00	303	2
24	MJB2224	MJB2224D	1,922.00	2,502.00	400	2
30	MJB2230	MJB2230D	3,658.00	5,182.00	796	
36	MJB2236	MJB2236D	5,280.00	7,178.00	1,160	
42	MJB2242	MJB2242D	8,202.00	11,728.00	1,350	
48	MJB2248	MJB2248D	10,806.00	15,642.00	1,760	



\*Weights exclude accessories

McWane Corporation  
 10000 McWane Drive  
 Charlotte, NC 28217  
 Phone: 704.542.3000  
 Fax: 704.542.3000  
 www.mcwane.com



C153 Ductile Iron Compact Mechanical Joint Fittings

Price List  
MJ COMPACT

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
---------------	------------------------	--------------------	---------------------------	---------------------------	---------------	----------------



11 1/4° (1/32) MJ BEND

2	MJB1102	MJB1102D	75.00	126.00	8	30
3	MJB1103	MJB1103D	57.00	111.00	17	36
4	MJB1104	MJB1104D	77.00	141.00	18	50
6	MJB1106	MJB1106D	132.00	216.00	32	60
8	MJB1108	MJB1108D	179.00	275.00	46	36
10	MJB1110	MJB1110D	255.00	383.00	64	12
12	MJB1112	MJB1112D	327.00	471.00	84	12
14	MJB1114	MJB1114D	734.00	950.00	172	3
16	MJB1116	MJB1116D	846.00	1,108.00	211	4
18	MJB1118	MJB1118D	1,270.00	1,648.00	254	2
20	MJB1120	MJB1120D	1,285.00	1,721.00	303	2
24	MJB1124	MJB1124D	1,769.00	2,349.00	400	2
30	MJB1130	MJB1130D	3,300.00	4,824.00	800	
36	MJB1136	MJB1136D	4,510.00	6,408.00	1,165	
42	MJB1142	MJB1142D	7,080.00	10,606.00	1,180	
48	MJB1148	MJB1148D	9,444.00	14,280.00	1,475	



90° (1/4) MJ X PE BEND

3	MJBP9003	MJBP9003D	86.00	113.00	22	80
4	MJBP9004	MJBP9004D	108.00	140.00	26	32
6	MJBP9006	MJBP9006D	170.00	212.00	40	24
8	MJBP9008	MJBP9008D	242.00	290.00	57	9
10	MJBP9010	MJBP9010D	374.00	438.00	83	4
12	MJBP9012	MJBP9012D	485.00	557.00	110	4
14	MJBP9014	MJBP9014D	887.00	995.00	206	
16	MJBP9016	MJBP9016D	1,359.00	1,490.00	260	2
18	MJBP9018	MJBP9018D	2,688.00	2,877.00	311	
20	MJBP9020	MJBP9020D	2,630.00	2,848.00	370	
24	MJBP9024	MJBP9024D	3,019.00	3,309.00	518	
30	MJBP9030	MJBP9030D	4,758.00	5,520.00	945	



45° (1/8) MJ X PE BEND

3	MJBP4503	MJBP4503D	71.00	98.00	19	
4	MJBP4504	MJBP4504D	90.00	122.00	22	48
6	MJBP4506	MJBP4506D	145.00	187.00	31	24
8	MJBP4508	MJBP4508D	204.00	252.00	48	24
10	MJBP4510	MJBP4510D	298.00	362.00	70	12
12	MJBP4512	MJBP4512D	417.00	489.00	91	8
14	MJBP4514	MJBP4514D	657.00	765.00	165	
16	MJBP4516	MJBP4516D	828.00	959.00	209	2
18	MJBP4518	MJBP4518D	2,240.00	2,429.00	246	2
20	MJBP4520	MJBP4520D	1,760.00	1,978.00	293	
24	MJBP4524	MJBP4524D	2,048.00	2,338.00	383	
30	MJBP4530	MJBP4530D	3,933.00	4,695.00	772	
42	MJBP4542	MJBP4542D	18,194.00	19,957.00	2055	
48	MJBP4548	MJBP4548D	24,600.00	29,018.00	2235	



\*Weights exclude accessories

McWane  
 STAR FEE PRODUCT  
 MCWANE CORPORATE TOLL FREE 1-800-953-3309 FAX 261-533-9200  
 www.mcwane.com



C153 Ductile Iron Compact Mechanical Joint Fittings

Price List  
MJ COMPACT

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
---------------	------------------------	--------------------	---------------------------	---------------------------	---------------	----------------

22 1/2° (1/16) MJ X PE BEND



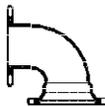
3	MJBP2203	MJBP2203D	62.00	89.00	13	
4	MJBP2204	MJBP2204D	81.00	113.00	14	32
6	MJBP2206	MJBP2206D	132.00	174.00	31	20
8	MJBP2208	MJBP2208D	204.00	252.00	45	20
10	MJBP2210	MJBP2210D	268.00	332.00	71	18
12	MJBP2212	MJBP2212D	349.00	421.00	88	6
14	MJBP2214	MJBP2214D	684.00	792.00	167	
16	MJBP2216	MJBP2216D	1,148.00	1,279.00	200	
18	MJBP2218	MJBP2218D	2,208.00	2,477.00	248	
20	MJBP2220	MJBP2220D	1,765.00	1,993.00	270	
24	MJBP2224	MJBP2224D	2,074.00	2,364.00	387	
30	MJBP2230	MJBP2230D	3,355.00	4,117.00	600	
36	MJBP2236	MJBP2236D	POA	POA	865	
42	MJBP2242	MJBP2242D	POA	POA	1200	

11 1/4° (1/32) MJ X PE BEND



3	MJBP1103	MJBP1103D	62.00	89.00	13	40
4	MJBP1104	MJBP1104D	77.00	109.00	17	
6	MJBP1106	MJBP1106D	123.00	165.00	29	60
8	MJBP1108	MJBP1108D	191.00	239.00	41	36
10	MJBP1110	MJBP1110D	238.00	302.00	56	24
12	MJBP1112	MJBP1112D	302.00	374.00	71	16
14	MJBP1114	MJBP1114D	599.00	707.00	167	
16	MJBP1116	MJBP1116D	743.00	874.00	201	
18	MJBP1118	MJBP1118D	2,287.00	2,476.00	248	
20	MJBP1120	MJBP1120D	2,651.00	2,869.00	291	
24	MJBP1124	MJBP1124D	2,100.00	2,390.00	387	
30	MJBP1130	MJBP1130D	6,699.00	7,461.00	562	

90° (1/4) MJ X FE BEND



3	MJFB9003	MJFB9003D	95.00	122.00	20	32
4	MJFB9004	MJFB9004D	117.00	149.00	26	48
6	MJFB9006	MJFB9006D	200.00	242.00	47	27
8	MJFB9008	MJFB9008D	349.00	397.00	68	12
10	MJFB9010	MJFB9010D	489.00	553.00	102	8
12	MJFB9012	MJFB9012D	693.00	765.00	134	4
14	MJFB9014	MJFB9014D	1,238.00	1,346.00	227	
16	MJFB9016	MJFB9016D	1,508.00	1,639.00	306	
24	MJFB9024	MJFB9024D	3,472.00	3,778.00	617	
30	MJFB9030	MJFB9030D	5,594.00	6,398.00	1014	

45° (1/8) MJ X FE BEND



3	MJFB4503	MJFB4503D	157.00	184.00	17	32
4	MJFB4504	MJFB4504D	113.00	145.00	26	40
6	MJFB4506	MJFB4506D	238.00	280.00	47	12
8	MJFB4508	MJFB4508D	302.00	350.00	68	12
10	MJFB4510	MJFB4510D	438.00	502.00	102	4
12	MJFB4512	MJFB4512D	642.00	714.00	134	4
14	MJFB4514	MJFB4514D	1,206.00	1,314.00	207	
16	MJFB4516	MJFB4516D	1,440.00	1,571.00	239	
24	MJFB4524	MJFB4524D	2,688.00	2,994.00	463	2



\*Weights exclude accessories

McWane  
McWane Corporate Toll Free 1-800-553-3389  
www.mcwane.com



C153 Ductile Iron Compact Mechanical Joint Fittings

Price List  
MJ COMPACT

UPL.09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
---------------	------------------------	--------------------	---------------------------	---------------------------	---------------	----------------

22 1/2° (1/16) MJ X FE BEND



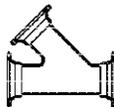
3	MJFB2203	MJFB2203D	140.00	167.00	17	24
4	MJFB2204	MJFB2204D	144.00	176.00	26	32
6	MJFB2206	MJFB2206D	174.00	216.00	47	48
8	MJFB2208	MJFB2208D	272.00	320.00	68	9
10	MJFB2210	MJFB2210D	391.00	455.00	102	4
12	MJFB2212	MJFB2212D	561.00	633.00	134	4

11 1/4° (1/32) MJ X FE BEND



4	MJFB1104	MJFB1104D	126.00	158.00	19	16
6	MJFB1106	MJFB1106D	170.00	212.00	30	18
8	MJFB1108	MJFB1108D	225.00	273.00	50	18
10	MJFB1110	MJFB1110D	374.00	438.00	75	
12	MJFB1112	MJFB1112D	485.00	557.00	88	6

MJ LATERAL



3x3	MJL0303	MJL0303D	162.00	243.00	36	30
4x2	MJL0402	MJL0402D	261.00	364.00	46	24
4x3	MJL0403	MJL0403D	171.00	262.00	40	30
4x4	MJL0404	MJL0404D	225.00	321.00	51	30
6x4	MJL0604	MJL0604D	221.00	337.00	73	12
6x6	MJL0606	MJL0606D	327.00	453.00	81	6
8x4	MJL0804	MJL0804D	451.00	579.00	106	6
8x6	MJL0806	MJL0806D	374.00	512.00	114	6
8x8	MJL0808	MJL0808D	463.00	607.00	128	6
10x4	MJL1004	MJL1004D	638.00	796.00	150	4
10x6	MJL1006	MJL1006D	672.00	842.00	136	4
10x8	MJL1008	MJL1008D	731.00	907.00	170	4
10x10	MJL1010	MJL1010D	893.00	1,085.00	199	4
12x4	MJL1204	MJL1204D	897.00	1,073.00	184	2
12x6	MJL1206	MJL1206D	935.00	1,121.00	186	2
12x8	MJL1208	MJL1208D	1,003.00	1,195.00	188	2
12x10	MJL1210	MJL1210D	1,177.00	1,385.00	250	2
12x12	MJL1212	MJL1212D	1,262.00	1,478.00	272	2
14x14	MJL1414	MJL1414D	2,142.00	2,466.00	474	2
16x6	MJL1606	MJL1606D	1,341.00	1,645.00	300	2
16x8	MJL1608	MJL1608D	1,571.00	1,881.00	349	2
16x10	MJL1610	MJL1610D	3,971.00	3,721.00	494	2
16x12	MJL1612	MJL1612D	2,021.00	2,355.00	453	
16x16	MJL1616	MJL1616D	2,453.00	2,846.00	575	2
** FULL BODY ONLY 18" AND HIGHER **						
18x8	MJDL1808	MJDL1808D	3,750.00	4,486.00	968	
18x10	MJDL1810	MJDL1810D	5,350.00	6,104.00	975	
18x12	MJDL1812	MJDL1812D	5,650.00	6,426.00	1015	
18x14	MJDL1814	MJDL1814D	POA	POA	1120	
18x16	MJDL1816	MJDL1816D	5,750.00	6,636.00	1135	
18x18	MJDL1818	MJDL1818D	6,225.00	7,212.00	1200	
20x4	MJDL2004	MJDL2004D	POA	POA	613	
20x6	MJDL2006	MJDL2006D	POA	POA	850	
20x8	MJDL2008	MJDL2008D	POA	POA	657	
20x10	MJDL2010	MJDL2010D	7,175.00	8,127.00	1220	



\*Weights exclude accessories

McWane Corporation  
 15000 Corporate Toll Road  
 Houston, TX 77060  
 Tel: 281-533-9200  
 www.mcwane.com



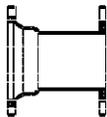
C153 Ductile Iron Compact Mechanical Joint Fittings

Price List  
MJ COMPACT

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
20x12	MJDL2012	MJDL2012D	5,750.00	6,724.00	1260	
20x14	MJDL2014	MJDL2014D	POA	POA	1365	
20x16	MJDL2016	MJDL2016D	6,800.00	7,884.00	1375	
20x18	MJDL2018	MJDL2018D	POA	POA	1495	
20x20	MJDL2020	MJDL2020D	7,150.00	8,434.00	1525	
24x6	MJDL2406	MJDL2406D	POA	POA	1870	
24x8	MJDL2408	MJDL2408D	POA	POA	1870	
24x10	MJDL2410	MJDL2410D	POA	POA	1800	
24x12	MJDL2412	MJDL2412D	POA	POA	1800	
24x14	MJDL2414	MJDL2414D	POA	POA	1930	
24x16	MJDL2416	MJDL2416D	POA	POA	1815	
24x18	MJDL2418	MJDL2418D	POA	POA	2060	
24x20	MJDL2420	MJDL2420D	POA	POA	2135	
24x24	MJDL2424	MJDL2424D	9,014.00	10,826.00	2372	
30x12	MJDL3012	MJDL3012D	POA	POA	3110	
30x14	MJDL3014	MJDL3014D	POA	POA	2281	
30x16	MJDL3016	MJDL3016D	POA	POA	3250	
30x18	MJDL3018	MJDL3018D	POA	POA	2988	
30x20	MJDL3020	MJDL3020D	POA	POA	2575	
30x24	MJDL3024	MJDL3024D	POA	POA	3280	
36x30	MJDL3630	MJDL3630D	20,097.00	22,680.00	3670	
36x6	MJDL3606	MJDL3606D	POA	POA	4055	
36x12	MJDL3612	MJDL3612D	POA	POA	4690	
36x14	MJDL3614	MJDL3614D	POA	POA	4672	
36x16	MJDL3616	MJDL3616D	POA	POA	4940	
36x18	MJDL3618	MJDL3618D	POA	POA	5005	
36x20	MJDL3620	MJDL3620D	POA	POA		
36x24	MJDL3624	MJDL3624D	29,645.00	33,279.00	5851	
36x30	MJDL3630	MJDL3630D	POA	POA	5080	
36x36	MJDL3636	MJDL3636D	34,843.00	39,388.00	5022	
42x20	MJDL4220	MJDL4220D	POA	POA		
42x24	MJDL4224	MJDL4224D	40,860.00	46,358.00	6810	
42x30	MJDL4230	MJDL4230D	43,260.00	49,015.00	7280	
42x36	MJDL4236	MJDL4236D	50,130.00	56,539.00	8355	
42x42	MJDL4242	MJDL4242D	POA	POA	9900	
48x18	MJDL4818	MJDL4818D	POA	POA		
48x20	MJDL4820	MJDL4820D	POA	POA		
48x24	MJDL4824	MJDL4824D	POA	POA		
48x30	MJDL4830	MJDL4830D	POA	POA		
48x48	MJDL4848	MJDL4848D	POA	POA		

MJ X FE ADAPTER



3	MJFA03	MJFA03D	76.00	103.00	14	75
4	MJFA04	MJFA04D	99.00	131.00	21	100
6	MJFA06	MJFA06D	136.00	178.00	28	45
8	MJFA08	MJFA08D	208.00	256.00	49	45
10	MJFA10	MJFA10D	298.00	362.00	60	20
12	MJFA12	MJFA12D	421.00	493.00	99	20
14	MJFA14	MJFA14D	621.00	729.00	150	8
16	MJFA16	MJFA16D	711.00	842.00	186	8
18	MJFA18	MJFA18D	1,010.00	1,199.00	222	2
20	MJFA20	MJFA20D	1,260.00	1,478.00	252	2
24	MJFA24	MJFA24D	1,701.00	1,991.00	324	2



\*Weights exclude accessories

ALL PRODUCTS  
 STAR FE PRODUCT  
 MCWANE CORPORATE TOLL FREE 1-800-553-3309 FAX 261-533-9230  
 WWW.MCWANE-IRON.COM



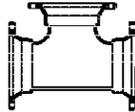
C153 Ductile Iron Compact Mechanical Joint Fittings

Price List  
MJ COMPACT

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
30	MJFA30	MJFA30D	2,547.00	3,309.00	544	
36	MJFA36	MJFA36D	4,125.00	5,074.00	798	
42	MJFA42	MJFA42D	10,422.00	12,367.00	1214	
48	MJFA48	MJFA48D	14,614.00	17,092.00	1800	

MJ TEE



2x2	MJT0202	MJT0202D	118.00	194.50	22	36
3x2	MJT0302	MJT0302D	112.00	191.50	43	
3x3	MJT0303	MJT0303D	138.00	219.00	29	50
4x2	MJT0402	MJT0402D	POA	POA	29	24
4x3	MJT0403	MJT0403D	135.00	226.00	30	16
4x4	MJT0404	MJT0404D	144.00	240.00	32	32
6x3	MJT0603	MJT0603D	179.00	290.00	42	12
6x4	MJT0604	MJT0604D	221.00	337.00	46	24
6x4x6	MJT060406	MJT060406D	475.00	591.00	60	12
6x6	MJT0606	MJT0606D	247.00	373.00	56	24
6x6x8	MJT060608	MJT060608D	590.00	722.00	75	18
8x3	MJT0803	MJT0803D	247.00	370.00	52	9
8x4	MJT0804	MJT0804D	255.00	383.00	60	18
8x6	MJT0806	MJT0806D	310.00	446.00	72	16
8x6x6	MJT080606	MJT080606D	666.00	798.00	75	9
8x6x8	MJT080608	MJT080608D	666.00	804.00	85	9
8x8	MJT0808	MJT0808D	370.00	514.00	86	18
10x3	MJT1003	MJT1003D	319.00	474.00	75	6
10x4	MJT1004	MJT1004D	332.00	492.00	78	8
10x6	MJT1006	MJT1006D	383.00	553.00	90	8
10x8	MJT1008	MJT1008D	446.00	622.00	105	12
10x10	MJT1010	MJT1010D	510.00	702.00	120	4
12x3	MJT1203	MJT1203D	383.00	554.00	90	
12x4	MJT1204	MJT1204D	400.00	576.00	94	8
12x6	MJT1206	MJT1206D	485.00	671.00	110	8
12x8	MJT1208	MJT1208D	557.00	749.00	125	8
12x10	MJT1210	MJT1210D	595.00	803.00	140	4
12x12	MJT1212	MJT1212D	714.00	930.00	160	4
14x6	MJT1406	MJT1406D	819.00	1,077.00	222	4
14x8	MJT1408	MJT1408D	927.00	1,191.00	242	4
14x10	MJT1410	MJT1410D	1,026.00	1,306.00	274	4
14x12	MJT1412	MJT1412D	1,103.00	1,391.00	293	4
14x14	MJT1414	MJT1414D	1,260.00	1,584.00	351	4
16x6	MJT1606	MJT1606D	1,058.00	1,362.00	270	2
16x8	MJT1608	MJT1608D	1,148.00	1,458.00	242	2
16x10	MJT1610	MJT1610D	1,260.00	1,586.00	317	2
16x12	MJT1612	MJT1612D	1,373.00	1,707.00	344	2
16x14	MJT1614	MJT1614D	1,553.00	1,923.00	392	2
16x16	MJT1616	MJT1616D	1,733.00	2,126.00	435	2
18x4	MJT1804	MJT1804D	POA	POA	271	4
18x6	MJT1806	MJT1806D	1,550.00	1,970.00	306	
18x8	MJT1808	MJT1808D	1,675.00	2,101.00	321	
18x10	MJT1810	MJT1810D	1,575.00	2,017.00	315	
18x12	MJT1812	MJT1812D	1,990.00	2,440.00	370	
18x14	MJT1814	MJT1814D	2,075.00	2,561.00	380	
18x16	MJT1816	MJT1816D	2,220.00	2,729.00	445	
18x18	MJT1818	MJT1818D	2,590.00	3,157.00	518	



\*Weights exclude accessories

McWane Corporation  
 10000 McWane Blvd  
 Charlotte, NC 28217  
 Tel: 704.533.3300  
 Fax: 704.533.3300  
 www.mcwane.com



C153 Ductile Iron Compact Mechanical Joint Fittings

Price List  
MJ COMPACT

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
20x6	MJT2006	MJT2006D	1,740.00	2,218.00	336	
20x8	MJT2008	MJT2008D	1,780.00	2,264.00	358	
20x10	MJT2010	MJT2010D	1,850.00	2,350.00	402	
20x12	MJT2012	MJT2012D	2,205.00	2,713.00	432	
20x14	MJT2014	MJT2014D	2,550.00	3,094.00	440	
20x16	MJT2016	MJT2016D	2,170.00	2,737.00	530	
20x18	MJT2018	MJT2018D	2,925.00	3,550.00	577	
20x20	MJT2020	MJT2020D	2,390.00	3,044.00	599	
24x6	MJT2406	MJT2406D	2,163.00	2,785.00	375	
24x8	MJT2408	MJT2408D	2,226.00	2,854.00	406	
24x10	MJT2410	MJT2410D	2,438.00	3,080.00	470	
24x12	MJT2412	MJT2412D	2,373.00	3,025.00	450	
24x14	MJT2414	MJT2414D	2,888.00	3,576.00	550	
24x16	MJT2416	MJT2416D	3,050.00	3,761.00	625	
24x18	MJT2418	MJT2418D	3,066.00	3,835.00	630	
24x20	MJT2420	MJT2420D	3,455.00	4,253.00	720	
24x24	MJT2424	MJT2424D	3,728.00	4,598.00	751	
30x6	MJT3006	MJT3006D	3,597.00	5,163.00	742	
30x8	MJT3008	MJT3008D	4,045.00	5,637.00	755	
30x12	MJT3012	MJT3012D	4,565.00	6,161.00	817	
30x16	MJT3016	MJT3016D	5,275.00	6,930.00	931	
30x18	MJT3018	MJT3018D	POA	POA	1085	
30x20	MJT3020	MJT3020D	5,577.00	7,319.00	995	
30x24	MJT3024	MJT3024D	5,836.00	7,650.00	1389	
30x30	MJT3030	MJT3030D	7,277.00	9,563.00	1318	
36x6	MJT3606	MJT3606D	POA	POA	1000	
36x8	MJT3608	MJT3608D	POA	POA	1050	
36x12	MJT3612	MJT3612D	6,067.00	7,663.00	1150	
36x16	MJT3616	MJT3616D	6,551.00	8,206.00	1167	
36x18	MJT3618	MJT3618D	POA	POA	1505	
36x20	MJT3620	MJT3620D	POA	POA	1520	
36x24	MJT3624	MJT3624D	7,953.00	9,767.00	1498	
36x30	MJT3630	MJT3630D	9,218.00	11,878.00	2381	
36x36	MJT3636	MJT3636D	10,918.00	13,765.00	2065	
42x6	MJT4206	MJT4206D	POA	POA	1800	
42x12	MJT4212	MJT4212D	POA	POA	1950	
42x16	MJT4216	MJT4216D	POA	POA	2040	
42x18	MJT4218	MJT4218D	POA	POA	2195	
42x20	MJT4220	MJT4220D	POA	POA	2235	
42x24	MJT4224	MJT4224D	13,770.00	17,586.00	2270	
42x30	MJT4230	MJT4230D	14,022.00	18,310.00	2605	
42x36	MJT4236	MJT4236D	17,928.00	22,403.00	3000	
42x42	MJT4242	MJT4242D	19,014.00	24,303.00	3175	
48x6	MJT4806	MJT4806D	POA	POA	2155	
48x12	MJT4812	MJT4812D	15,000.00	19,908.00	2130	
48x16	MJT4816	MJT4816D	POA	POA	2650	
48x20	MJT4820	MJT4820D	POA	POA	2500	
48x24	MJT4824	MJT4824D	16,932.00	22,058.00	2870	
48x30	MJT4830	MJT4830D	POA	POA	3050	
48x36	MJT4836	MJT4836D	23,892.00	29,677.00	3900	
48x42	MJT4842	MJT4842D	24,600.00	31,199.00	4100	
48x48	MJT4848	MJT4848D	25,506.00	32,760.00	4250	



\*Weights exclude accessories

McWane Corporation  
 10000 McWane Drive  
 Charlotte, NC 28217  
 Phone: 704.542.2000  
 Fax: 704.542.2001  
 www.mcwane.com

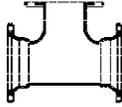


C153 Ductile Iron Compact Mechanical Joint Fittings

Price List  
MJ COMPACT

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
<b>MJ X FE TEE</b>						
3x3	MJFT0303	MJFT0303D	152.00	206.00	30	40
4x2	MJFT0402	MJFT0402D	POA	POA	53	
4x3	MJFT0403	MJFT0403D	167.00	231.00	34	16
4x4	MJFT0404	MJFT0404D	180.00	244.00	40	36
5x3	MJFT0503	MJFT0503D	225.00	309.00	50	12
6x4	MJFT0604	MJFT0604D	234.00	318.00	55	24
6x6	MJFT0606	MJFT0606D	268.00	352.00	56	24
8x4	MJFT0804	MJFT0804D	315.00	411.00	75	18
8x6	MJFT0806	MJFT0806D	340.00	436.00	80	18
8x8	MJFT0808	MJFT0808D	417.00	513.00	85	12
10x4	MJFT1004	MJFT1004D	353.00	511.00	90	6
10x6	MJFT1006	MJFT1006D	476.00	604.00	100	8
10x8	MJFT1008	MJFT1008D	514.00	642.00	105	6
10x10	MJFT1010	MJFT1010D	655.00	783.00	125	4
12x4	MJFT1204	MJFT1204D	502.00	646.00	118	8
12x6	MJFT1206	MJFT1206D	510.00	654.00	120	8
12x8	MJFT1208	MJFT1208D	587.00	731.00	130	8
12x10	MJFT1210	MJFT1210D	672.00	816.00	150	4
12x12	MJFT1212	MJFT1212D	862.00	986.00	170	4
14x6	MJFT1406	MJFT1406D	909.00	1,125.00	205	4
14x8	MJFT1408	MJFT1408D	POA	POA	225	
14x10	MJFT1410	MJFT1410D	1,305.00	1,521.00	244	4
14x12	MJFT1412	MJFT1412D	1,418.00	1,634.00	284	4
14x14	MJFT1414	MJFT1414D	1,521.00	1,737.00	305	
16x6	MJFT1606	MJFT1606D	1,026.00	1,288.00	213	2
16x8	MJFT1608	MJFT1608D	1,242.00	1,504.00	260	2
16x10	MJFT1610	MJFT1610D	1,485.00	1,747.00	287	
16x12	MJFT1612	MJFT1612D	1,530.00	1,792.00	312	2
16x14	MJFT1614	MJFT1614D	1,607.00	1,869.00	348	
16x16	MJFT1616	MJFT1616D	2,115.00	2,377.00	374	2
18x6	MJFT1806	MJFT1806D	1,290.00	1,668.00	261	
18x8	MJFT1808	MJFT1808D	1,685.00	2,063.00	351	
18x12	MJFT1812	MJFT1812D	POA	POA	358	
18x16	MJFT1816	MJFT1816D	POA	POA	557	2
18x18	MJFT1818	MJFT1818D	POA	POA	445	
20x6	MJFT2006	MJFT2006D	1,800.00	2,236.00	345	
20x8	MJFT2008	MJFT2008D	POA	POA	389	
20x10	MJFT2010	MJFT2010D	POA	POA	369	
24x6	MJFT2406	MJFT2406D	2,132.00	2,712.00	460	
24x8	MJFT2408	MJFT2408D	POA	POA	472	
24x10	MJFT2410	MJFT2410D	POA	POA	589	2
24x12	MJFT2412	MJFT2412D	3,003.00	3,583.00	580	
24x16	MJFT2416	MJFT2416D	3,780.00	4,360.00	744	
24x24	MJFT2424	MJFT2424D	POA	POA	923	
30x6	MJFT3006	MJFT3006D	POA	POA	605	
30x8	MJFT3008	MJFT3008D	POA	POA	695	
30x12	MJFT3012	MJFT3012D	POA	POA	715	
30x16	MJFT3016	MJFT3016D	POA	POA	1187	
36x6	MJFT3606	MJFT3606D	POA	POA	1175	
36x16	MJFT3616	MJFT3616D	POA	POA	1475	



\*Weights exclude accessories

McWane  
 STAR FEE PRODUCT  
 McWane Corporate Toll Free 1-800-553-3399 Fax 251-533-9230  
 www.mcwane.com

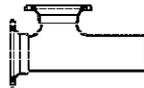


C153 Ductile Iron Compact Mechanical Joint Fittings

Price List  
MJ COMPACT

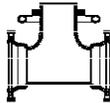
UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
---------------	------------------------	--------------------	---------------------------	---------------------------	---------------	----------------



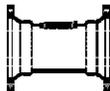
MJ X PE X MJ TEE

6	MJPT0606	MJPT0606D	242.00	326.00	57	
8x6	MJPT0806	MJPT0806D	336.00	426.00	69	
8	MJPT0808	MJPT0808D	370.00	466.00	78	9
10	MJPT1010	MJPT1010D	565.00	693.00	120	



MJ X SWIVEL HYDRANT TEE (W/SWIVEL GLAND)

6x6	MJTH0606	MJTH0606D	285.00	369.00	65	24
8x6	MJTH0806	MJTH0806D	357.00	453.00	85	16
8x8	MJTH0808	MJTH0808D	446.00	542.00	100	16
10x6	MJTH1006	MJTH1006D	400.00	528.00	105	8
10x8	MJTH1008	MJTH1008D	489.00	617.00	118	4
12x6	MJTH1206	MJTH1206D	497.00	641.00	126	8
12x8	MJTH1208	MJTH1208D	616.00	760.00	128	4
14x6	MJTH1406	MJTH1406D	1,031.00	1,247.00	211	2
16x6	MJTH1606	MJTH1606D	923.00	1,185.00	279	2
16x8	MJTH1608	MJTH1608D	POA	POA	298	4
18x6	MJTH1806	MJTH1806D	1,390.00	1,768.00	278	
20x6	MJTH2006	MJTH2006D	1,380.00	1,816.00	358	
24x6	MJTH2406	MJTH2406D	2,069.00	2,649.00	460	



MJ TEE TAPPED (2" TAP)

3	MJT0303T	MJT0303TD	130.00	184.00	18	50
4	MJT0404T	MJT0404TD	153.00	217.00	25	48
6	MJT0606T	MJT0606TD	197.00	281.00	35	9
8	MJT0808T	MJT0808TD	291.00	387.00	55	8
10	MJT1010T	MJT1010TD	329.00	457.00	70	6
12	MJT1212T	MJT1212TD	414.00	558.00	85	8
16	MJT1616T	MJT1616TD	872.00	1,134.00	164	

The standard tap size is 2" NPT. For other sizes, please contact Star Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.



MJ PLUG - SOLID

2	MJP02	MJP02D	46.00	N/A	5	
3	MJP03	MJP03D	48.00	N/A	8	100
4	MJP04	MJP04D	63.00	N/A	10	100
6	MJP06	MJP06D	102.00	N/A	20	120
8	MJP08	MJP08D	145.00	N/A	30	99
10	MJP10	MJP10D	187.00	N/A	40	36
12	MJP12	MJP12D	225.00	N/A	50	40
14	MJP14	MJP14D	495.00	N/A	77	16
16	MJP16	MJP16D	635.00	N/A	101	10
18	MJP18	MJP18D	875.00	N/A	130	4
20	MJP20	MJP20D	1,070.00	N/A	153	4
24	MJP24	MJP24D	1,559.00	N/A	202	4
30	MJP30	MJP30D	2,981.00	N/A	433	
36	MJP36	MJP36D	4,609.00	N/A	674	
42	MJP42	MJP42D	6,546.00	N/A	1067	
48	MJP48	MJP48D	8,730.00	N/A	1313	



\*Weights exclude accessories

STAR PIPE PRODUCTS  
 STAR PIPE PRODUCTS  
 HOUSTON CORPORATE TOLL FREE 1-800-853-3389 FAX 281-533-9230  
 www.starpipe.com



C153 Ductile Iron Compact Mechanical Joint Fittings

Price List  
MJ COMPACT

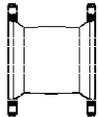
UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
<b>MJ PLUG - TAPPED (2" TAP)</b>						
3	MJP03T	MJP03TD	88.00	N/A	8	100
4	MJP04T	MJP04TD	103.00	N/A	10	100
6	MJP06T	MJP06TD	142.00	N/A	20	120
8	MJP08T	MJP08TD	185.00	N/A	30	99
10	MJP10T	MJP10TD	227.00	N/A	40	36
12	MJP12T	MJP12TD	265.00	N/A	50	24
14	MJP14T	MJP14TD	575.00	N/A	77	16
16	MJP16T	MJP16TD	715.00	N/A	101	10
18	MJP18T	MJP18TD	955.00	N/A	130	4
20	MJP20T	MJP20TD	1,150.00	N/A	153	4
24	MJP24T	MJP24TD	1,639.00	N/A	202	4
30	MJP30T	MJP30TD	3,181.00	N/A	433	
36	MJP36T	MJP36TD	4,809.00	N/A	674	
42	MJP42T	MJP42TD	6,746.00	N/A	1067	
48	MJP48T	MJP48TD	8,930.00	N/A	1313	

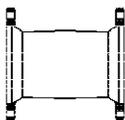


The standard tap size is 2" NPT. For other sizes, please contact Star® Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
<b>MJ SOLID SLEEVE SHORT</b>						
2	MJSS02	MJSS02D	65.00	116.00	12	
3	MJSS03	MJSS03D	62.00	116.00	13	48
4	MJSS04	MJSS04D	63.00	127.00	18	100
6	MJSS06	MJSS06D	104.00	190.00	24	48
8	MJSS08	MJSS08D	145.00	241.00	35	36
10	MJSS10	MJSS10D	221.00	349.00	48	12
12	MJSS12	MJSS12D	247.00	391.00	58	20
14	MJSS14	MJSS14D	486.00	702.00	131	6
16	MJSS16	MJSS16D	608.00	870.00	150	6
18	MJSS18	MJSS18D	795.00	1,173.00	171	2
20	MJSS20	MJSS20D	970.00	1,406.00	186	2
24	MJSS24	MJSS24D	1,334.00	1,914.00	230	2
30	MJSS30	MJSS30D	2,679.00	4,203.00	500	2
36	MJSS36	MJSS36D	3,641.00	5,539.00	725	
42	MJSS42	MJSS42D	5,292.00	8,018.00	877	
48	MJSS48	MJSS48D	6,618.00	11,454.00	1,406	2



Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
<b>MJ SOLID SLEEVE LONG</b>						
2	MJSL02	MJSL02D	90.00	141.00	7	50
3	MJSL03	MJSL03D	86.00	140.00	19	50
4	MJSL04	MJSL04D	99.00	163.00	22	75
6	MJSL06	MJSL06D	149.00	233.00	36	48
8	MJSL08	MJSL08D	196.00	292.00	46	27
10	MJSL10	MJSL10D	293.00	421.00	64	27
12	MJSL12	MJSL12D	391.00	535.00	77	18
14	MJSL14	MJSL14D	628.00	842.00	160	8
16	MJSL16	MJSL16D	792.00	1,054.00	186	8
18	MJSL18	MJSL18D	1,050.00	1,428.00	200	2
20	MJSL20	MJSL20D	1,270.00	1,706.00	269	2
24	MJSL24	MJSL24D	1,751.00	2,331.00	368	2
30	MJSL30	MJSL30D	3,542.00	5,066.00	694	



\*Weights exclude accessories

STAR PIPE PRODUCTS  
 15000 CORPORATE TOLL FREE ROAD, SCOTTSBORO, GA 29583  
 WWW.STARPIPEPRODUCTS.COM



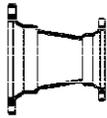


C153 Ductile Iron Compact Mechanical Joint Fittings

Price List  
MJ COMPACT

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
---------------	------------------------	--------------------	---------------------------	---------------------------	---------------	----------------



**MJ REDUCER**

3x2	MJR0302	MJR0302D	97.00	149.50	24	36
4x2	MJR0402	MJR0402D	106.00	163.50	30	36
4x3	MJR0403	MJR0403D	81.00	140.00	18	80
6x3	MJR0603	MJR0603D	111.00	180.00	26	32
6x4	MJR0604	MJR0604D	98.00	172.00	24	64
6x3	MJR0803	MJR0803D	POA	POA	30	48
6x4	MJR0804	MJR0804D	153.00	233.00	32	36
8x6	MJR0806	MJR0806D	163.00	253.00	36	36
10x4	MJR1004	MJR1004D	177.00	275.00	46	2
10x6	MJR1006	MJR1006D	179.00	285.00	48	27
10x8	MJR1008	MJR1008D	194.00	308.00	50	18
12x4	MJR1204	MJR1204D	225.00	329.00	58	4
12x6	MJR1206	MJR1206D	238.00	352.00	60	8
12x8	MJR1208	MJR1208D	242.00	362.00	62	12
12x10	MJR1210	MJR1210D	255.00	391.00	64	12
14x6	MJR1406	MJR1406D	495.00	645.00	110	4
14x8	MJR1408	MJR1408D	495.00	651.00	122	4
14x10	MJR1410	MJR1410D	450.00	622.00	120	4
14x12	MJR1412	MJR1412D	450.00	630.00	132	4
16x6	MJR1606	MJR1606D	653.00	826.00	148	4
16x8	MJR1608	MJR1608D	630.00	809.00	155	4
16x10	MJR1610	MJR1610D	608.00	803.00	160	4
16x12	MJR1612	MJR1612D	585.00	788.00	161	4
16x14	MJR1614	MJR1614D	743.00	982.00	165	4
18x4	MJR1804	MJR1804D	POA	POA	152	4
18x8	MJR1808	MJR1808D	810.00	1,047.00	201	2
18x10	MJR1810	MJR1810D	925.00	1,178.00	196	2
18x12	MJR1812	MJR1812D	900.00	1,161.00	180	
18x14	MJR1814	MJR1814D	915.00	1,212.00	200	
18x16	MJR1816	MJR1816D	955.00	1,275.00	196	
20x6	MJR2006	MJR2006D	POA	POA	232	4
20x8	MJR2008	MJR2008D	1,140.00	1,406.00	227	
20x10	MJR2010	MJR2010D	1,075.00	1,357.00	220	
20x12	MJR2012	MJR2012D	1,005.00	1,295.00	186	
20x14	MJR2014	MJR2014D	1,000.00	1,326.00	200	
20x16	MJR2016	MJR2016D	925.00	1,274.00	201	
20x18	MJR2018	MJR2018D	1,030.00	1,437.00	225	
24x8	MJR2408	MJR2408D	POA	POA	263	
24x10	MJR2410	MJR2410D	POA	POA	305	2
24x12	MJR2412	MJR2412D	1,612.00	1,974.00	305	
24x14	MJR2414	MJR2414D	1,654.00	2,052.00	310	
24x16	MJR2416	MJR2416D	1,675.00	2,096.00	279	
24x18	MJR2418	MJR2418D	1,574.00	2,053.00	305	
24x20	MJR2420	MJR2420D	1,617.00	2,125.00	260	
30x12	MJR3012	MJR3012D	POA	POA	705	
30x16	MJR3016	MJR3016D	3,504.00	4,397.00	633	
30x18	MJR3018	MJR3018D	3,641.00	4,592.00	658	
30x20	MJR3020	MJR3020D	3,443.00	4,423.00	628	
30x24	MJR3024	MJR3024D	2,629.00	3,691.00	476	
36x12	MJR3612	MJR3612D	POA	POA	1037	
36x16	MJR3616	MJR3616D	POA	POA	1078	



\*Weights exclude accessories

McWane  
 STAR FEE PRODUCT  
 HUSON CORP. TOLL FREE 1-800-853-3309 FAX 251-523-9230  
 www.mcwane.com

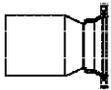


C153 Ductile Iron Compact Mechanical Joint Fittings

Price List  
MJ COMPACT

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
36x18	MJR3618	MJR3618D	POA	POA	1329	
36x20	MJR3620	MJR3620D	5,335.00	6,502.00	975	
36x24	MJR3624	MJR3624D	4,235.00	5,474.00	770	
36x30	MJR3630	MJR3630D	4,609.00	6,320.00	650	
42x24	MJR4224	MJR4224D	8,004.00	10,057.00	1356	
42x30	MJR4230	MJR4230D	6,402.00	8,927.00	1083	
42x36	MJR4236	MJR4236D	6,696.00	9,408.00	1114	
48x24	MJR4824	MJR4824D	9,222.00	11,930.00	1700	
48x30	MJR4830	MJR4830D	11,112.00	14,292.00	1779	
48x36	MJR4836	MJR4836D	9,792.00	13,159.00	1641	
48x42	MJR4842	MJR4842D	8,916.00	13,097.00	1462	



MJ SMALL END BELL (SEB) REDUCER

3x2	MJRS0302	MJRS0302D	102.00	154.50	25	36
4x2	MJRS0402	MJRS0402D	104.00	161.50	29	36
4x3	MJRS0403	MJRS0403D	81.00	108.00	15	32
6x3	MJRS0603	MJRS0603D	115.00	142.00	23	16
6x4	MJRS0604	MJRS0604D	111.00	143.00	27	50
8x4	MJRS0804	MJRS0804D	145.00	177.00	35	9
8x6	MJRS0806	MJRS0806D	149.00	191.00	37	24
10x4	MJRS1004	MJRS1004D	187.00	219.00	46	4
10x6	MJRS1006	MJRS1006D	196.00	238.00	46	4
10x8	MJRS1008	MJRS1008D	208.00	256.00	50	12
12x4	MJRS1204	MJRS1204D	264.00	296.00	58	4
12x6	MJRS1206	MJRS1206D	276.00	318.00	60	6
12x8	MJRS1208	MJRS1208D	259.00	307.00	62	6
12x10	MJRS1210	MJRS1210D	259.00	323.00	64	6
14x6	MJRS1406	MJRS1406D	482.00	524.00	100	
14x8	MJRS1408	MJRS1408D	482.00	530.00	99	
14x10	MJRS1410	MJRS1410D	423.00	487.00	96	4
14x12	MJRS1412	MJRS1412D	423.00	495.00	90	4
16x6	MJRS1606	MJRS1606D	626.00	668.00	123	4
16x8	MJRS1608	MJRS1608D	603.00	651.00	124	4
16x10	MJRS1610	MJRS1610D	594.00	658.00	124	4
16x12	MJRS1612	MJRS1612D	558.00	630.00	122	4
16x14	MJRS1614	MJRS1614D	567.00	675.00	140	4
18x8	MJRS1808	MJRS1808D	840.00	888.00	170	
18x10	MJRS1810	MJRS1810D	860.00	924.00	165	
18x12	MJRS1812	MJRS1812D	870.00	942.00	150	
18x14	MJRS1814	MJRS1814D	875.00	983.00	175	
18x16	MJRS1816	MJRS1816D	900.00	1,031.00	170	
20x10	MJRS2010	MJRS2010D	1,150.00	1,214.00	200	
20x12	MJRS2012	MJRS2012D	930.00	1,002.00	170	
20x14	MJRS2014	MJRS2014D	990.00	1,098.00	190	
20x16	MJRS2016	MJRS2016D	1,005.00	1,136.00	185	
20x18	MJRS2018	MJRS2018D	1,100.00	1,289.00	200	
24x12	MJRS2412	MJRS2412D	1,381.00	1,453.00	275	
24x14	MJRS2414	MJRS2414D	1,625.00	1,733.00	310	
24x16	MJRS2416	MJRS2416D	1,465.00	1,596.00	285	
24x18	MJRS2418	MJRS2418D	1,628.00	1,817.00	300	
24x20	MJRS2420	MJRS2420D	1,418.00	1,636.00	270	
30x12	MJRS3012	MJRS3012D	3,152.00	3,283.00	565	
30x18	MJRS3018	MJRS3018D	3,394.00	3,583.00	648	



\*Weights exclude accessories

McWane  
 STAR FEE PRODUCT  
 McWane Corporate Toll Free 1-800-853-3309 Fax 251-523-9200  
 www.mcwane.com



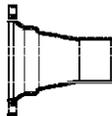
C153 Ductile Iron Compact Mechanical Joint Fittings

Price List  
MJ COMPACT

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
30x20	MJRS3020	MJRS3020D	3,080.00	3,298.00	560	
30x24	MJRS3024	MJRS3024D	2,723.00	3,013.00	536	
36x16	MJRS3616	MJRS3616D	4,895.00	5,026.00	620	
36x20	MJRS3620	MJRS3620D	4,730.00	4,948.00	874	
36x24	MJRS3624	MJRS3624D	4,103.00	4,393.00	790	
36x30	MJRS3630	MJRS3630D	3,988.00	4,750.00	788	
42x24	MJRS4224	MJRS4224D	POA	POA	1204	
42x30	MJRS4230	MJRS4230D	POA	POA	931	
42x36	MJRS4236	MJRS4236D	POA	POA	1023	

MJ LARGE END BELL (LEB) REDUCER



3x2	MJRL0302	MJRL0302D	102.00	129.00	20	
4x2	MJRL0402	MJRL0402D	108.00	140.00	30	
4x3	MJRL0403	MJRL0403D	82.00	114.00	18	40
6x3	MJRL0603	MJRL0603D	111.00	153.00	19	30
6x4	MJRL0604	MJRL0604D	128.00	170.00	24	30
8x4	MJRL0804	MJRL0804D	145.00	193.00	32	27
8x6	MJRL0806	MJRL0806D	157.00	205.00	36	27
10x4	MJRL1004	MJRL1004D	196.00	260.00	46	
10x6	MJRL1006	MJRL1006D	196.00	260.00	48	4
10x8	MJRL1008	MJRL1008D	213.00	277.00	50	4
12x4	MJRL1204	MJRL1204D	319.00	391.00	58	4
12x6	MJRL1206	MJRL1206D	255.00	327.00	60	4
12x8	MJRL1208	MJRL1208D	264.00	336.00	62	4
12x10	MJRL1210	MJRL1210D	272.00	344.00	64	4
14x6	MJRL1406	MJRL1406D	504.00	612.00	112	
14x8	MJRL1408	MJRL1408D	486.00	594.00	108	
14x10	MJRL1410	MJRL1410D	450.00	558.00	92	8
14x12	MJRL1412	MJRL1412D	657.00	765.00	96	
16x6	MJRL1606	MJRL1606D	711.00	842.00	144	4
16x8	MJRL1608	MJRL1608D	711.00	842.00	136	4
16x10	MJRL1610	MJRL1610D	680.00	811.00	116	4
16x12	MJRL1612	MJRL1612D	756.00	887.00	116	4
16x14	MJRL1614	MJRL1614D	801.00	932.00	135	4
18x8	MJRL1808	MJRL1808D	925.00	1,164.00	195	
18x10	MJRL1810	MJRL1810D	925.00	1,114.00	185	
18x12	MJRL1812	MJRL1812D	875.00	1,064.00	153	
18x14	MJRL1814	MJRL1814D	950.00	1,139.00	200	
18x16	MJRL1816	MJRL1816D	950.00	1,139.00	192	
20x10	MJRL2010	MJRL2010D	1,085.00	1,303.00	210	
20x12	MJRL2012	MJRL2012D	1,055.00	1,273.00	210	
20x14	MJRL2014	MJRL2014D	1,025.00	1,243.00	205	
20x16	MJRL2016	MJRL2016D	1,045.00	1,263.00	238	
20x18	MJRL2018	MJRL2018D	POA	POA	215	
24x12	MJRL2412	MJRL2412D	1,570.00	1,860.00	300	
24x14	MJRL2414	MJRL2414D	1,654.00	1,944.00	322	
24x16	MJRL2416	MJRL2416D	1,559.00	1,849.00	340	
24x20	MJRL2420	MJRL2420D	POA	POA	283	2
30x24	MJRL3024	MJRL3024D	POA	POA	526	1
36x24	MJRL3624	MJRL3624D	POA	POA	810	1
42x36	MJRL4236	MJRL4236D	POA	POA	1114	



\*Weights exclude accessories

McWane Corporation  
 10000 McWane Drive  
 Charlotte, NC 28217  
 Phone: 704.542.3300  
 Fax: 704.542.3300  
 www.mcwane.com



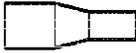
C153 Ductile Iron Compact Mechanical Joint Fittings

Price List  
MJ COMPACT

UPL09.02

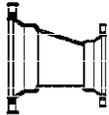
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
---------------	------------------------	--------------------	---------------------------	---------------------------	---------------	----------------

PE X PE REDUCER



4x3	MJRP0403	MJRP0403D	77.00	N/A	18	30
6x3	MJRP0603	MJRP0603D	98.00	N/A	20	
6x4	MJRP0604	MJRP0604D	106.00	N/A	25	25
8x4	MJRP0804	MJRP0804D	140.00	N/A	33	16
8x6	MJRP0806	MJRP0806D	149.00	N/A	36	16
10x6	MJRP1006	MJRP1006D	191.00	N/A	49	9
10x8	MJRP1008	MJRP1008D	213.00	N/A	50	9
12x4	MJRP1204	MJRP1204D	291.00	N/A	60	9
12x6	MJRP1206	MJRP1206D	255.00	N/A	58	9
12x8	MJRP1208	MJRP1208D	255.00	N/A	60	9
12x10	MJRP1210	MJRP1210D	276.00	N/A	59	9
14x12	MJRP1412	MJRP1412D	414.00	N/A	100	
16x6	MJRP1606	MJRP1606D	599.00	N/A	128	
16x8	MJRP1608	MJRP1608D	599.00	N/A	136	
16x10	MJRP1610	MJRP1610D	581.00	N/A	128	
16x12	MJRP1612	MJRP1612D	667.00	N/A	113	
16x14	MJRP1614	MJRP1614D	599.00	N/A	133	
18x10	MJRP1810	MJRP1810D	POA	N/A	180	
18x12	MJRP1812	MJRP1812D	POA	N/A	180	
20x12	MJRP2012	MJRP2012D	POA	N/A	190	2
20x16	MJRP2016	MJRP2016D	POA	N/A	190	2
24x8	MJRP2408	MJRP2408D	POA	N/A	173	2
24x20	MJRP2420	MJRP2420D	POA	N/A	240	2
30x16	MJRP3016	MJRP3016D	6,851.00	N/A	690	

MJ X MJ ECCENTRIC REDUCER



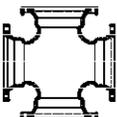
20x18	MJER2018	MJER2018D	POA	POA	235	
36x30	MJER3630	MJER3630D	POA	POA	650	
42x36	MJER4236	MJER4236D	POA	POA	1114	
48x30	MJER4830	MJER4830D	POA	POA	1779	

MJ X FE REDUCER



4x3	MJFR0403	MJFR0403D	282.00	314.00	17	32
6x4	MJFR0604	MJFR0604D	321.00	363.00	23	32
8x6	MJFR0806	MJFR0806D	473.00	521.00	34	18
10x8	MJFR1008	MJFR1008D	POA	POA	63	24
12x6	MJFR1206	MJFR1206D	POA	POA	71	24
12x8	MJFR1208	MJFR1208D	857.00	929.00	54	19
18x8	MJFR1808	MJFR1808D	2,090.00	2,279.00	190	2
18x12	MJFR1812	MJFR1812D	2,508.00	2,697.00	198	
24x12	MJFR2412	MJFR2412D	3,937.00	4,227.00	318	2

MJ CROSS



3x3	MJX0303	MJX0303D	157.00	265.00	40	12
4x3	MJX0403	MJX0403D	221.00	339.00	49	12
4x4	MJX0404	MJX0404D	257.00	385.00	59	12
6x4	MJX0604	MJX0604D	208.00	356.00	70	6
6x6	MJX0606	MJX0606D	349.00	517.00	89	12
8x4	MJX0804	MJX0804D	421.00	581.00	97	6
8x6	MJX0806	MJX0806D	306.00	486.00	103	12



\*Weights exclude accessories

ALFRED HENRI CHAZARON COMPANY  
 STAR FEE PRODUCT  
 MCWANE CORPORATE TOLL FREE 1-800-953-3399 FAX 251-353-9200  
 WWW.MCWANE-USA.COM



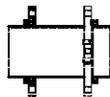
C153 Ductile Iron Compact Mechanical Joint Fittings

Price List  
MJ COMPACT

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
8x8	MJX0808	MJX0808D	344.00	536.00	132	12
10x4	MJX1004	MJX1004D	417.00	609.00	120	4
10x6	MJX1006	MJX1006D	391.00	603.00	125	4
10x8	MJX1008	MJX1008D	485.00	709.00	130	8
10x10	MJX1010	MJX1010D	514.00	//0.00	212	8
12x4	MJX1204	MJX1204D	425.00	633.00	123	4
12x6	MJX1206	MJX1206D	485.00	713.00	159	8
12x8	MJX1208	MJX1208D	561.00	801.00	165	8
12x10	MJX1210	MJX1210D	884.00	1,156.00	187	4
12x12	MJX1212	MJX1212D	884.00	1,172.00	280	4
14x6	MJX1406	MJX1406D	936.00	1,236.00	210	2
14x8	MJX1408	MJX1408D	1,125.00	1,437.00	231	
14x10	MJX1410	MJX1410D	1,148.00	1,492.00	255	
14x12	MJX1412	MJX1412D	1,211.00	1,571.00	269	
14x14	MJX1414	MJX1414D	1,346.00	1,778.00	344	4
16x6	MJX1606	MJX1606D	1,125.00	1,471.00	250	2
16x8	MJX1608	MJX1608D	1,301.00	1,659.00	264	2
16x10	MJX1610	MJX1610D	1,553.00	1,943.00	284	
16x12	MJX1612	MJX1612D	1,787.00	2,193.00	310	2
16x14	MJX1614	MJX1614D	POA	POA	395	2
16x16	MJX1616	MJX1616D	2,601.00	3,125.00	410	2
18x6	MJX1806	MJX1806D	POA	POA	366	2
18x12	MJX1812	MJX1812D	3,498.00	3,950.00	437	
18x18	MJX1818	MJX1818D	4,290.00	5,046.00	657	
20x6	MJX2006	MJX2006D	POA	POA	285	2
20x8	MJX2008	MJX2008D	3,643.00	4,175.00	440	
20x12	MJX2012	MJX2012D	3,927.00	4,507.00	558	
20x18	MJX2018	MJX2018D	7,244.00	8,056.00	698	
20x20	MJX2020	MJX2020D	7,550.00	8,422.00	798	
24x6	MJX2406	MJX2406D	5,313.00	5,977.00	481	
24x8	MJX2408	MJX2408D	5,430.00	6,106.00	500	
24x12	MJX2412	MJX2412D	5,721.00	6,445.00	620	
24x16	MJX2416	MJX2416D	6,243.00	7,085.00	720	
24x18	MJX2418	MJX2418D	6,963.00	7,921.00	868	
24x20	MJX2420	MJX2420D	8,133.00	9,149.00	1014	
24x24	MJX2424	MJX2424D	4,793.00	5,953.00	1038	
30x12	MJX3012	MJX3012D	9,075.00	10,743.00	1130	
30x16	MJX3016	MJX3016D	POA	POA	866	1
30x24	MJX3024	MJX3024D	13,170.00	15,274.00	1640	
30x30	MJX3030	MJX3030D	10,120.00	13,168.00	1840	
36x24	MJX3624	MJX3624D	15,719.00	18,197.00	1955	
36x36	MJX3636	MJX3636D	14,403.00	18,399.00	2655	
42x36	MJX4236	MJX4236D	30,895.00	36,319.00	3375	
48x24	MJX4824	MJX4824D	28,800.00	37,142.00	3670	
48x30	MJX4830	MJX4830D	46,274.00	52,634.00	4506	
48x36	MJX4836	MJX4836D	48,266.00	55,000.00	4700	

MJ SWIVEL X SOLID HYDRANT ADAPTER (W/ SWIVEL GLAND)



4x13	MJHA0413	MJHA0413D	108.00	N/A	29	18
6x13	MJHA0613	MJHA0613D	200.00	N/A	47	36
6x18	MJHA0618	MJHA0618D	247.00	N/A	56	12
6x24	MJHA0624	MJHA0624D	293.00	N/A	60	18
6x36	MJHA0636	MJHA0636D	457.00	N/A	75	6



\*Weights exclude accessories

McWane  
 STAR FIRE PRODUCTS  
 MCWANE CORPORATE TOLL FREE 1-800-553-3309 FAX 261-533-9200  
 www.mcwane.com



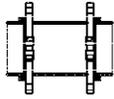
**S C153 Ductile Iron Compact Mechanical Joint Fittings**

**Price List  
MJ COMPACT**

UPL09.02

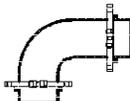
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
6x48	MJHA0648	MJHA0648D	POA	N/A	94	12
8x13	MJHA0813	MJHA0813D	221.00	N/A	54	18
8x18	MJHA0818	MJHA0818D	475.00	N/A	67	
8x24	MJHA0824	MJHA0824D	POA	N/A	82	
8x48	MJHA0848	MJHA0848D	POA	N/A	143	
10x13	MJHA1013	MJHA1013D	POA	N/A	86	12
12x13	MJHA1213	MJHA1213D	POA	N/A	120	8

**SWIVEL x SWIVEL HYDRANT ADAPTER (WITH 2 SWIVEL GLANDS)**



6x12	HHIA0612	HHIA0612D	196.00	N/A	28	
6x13	HHA0613	HHA0613D	POA	N/A	28	48
6x18	HHA0618	HHA0618D	285.00	N/A	49	
6x24	HHA0624	HHA0624D	289.00	N/A	52	

**SWIVEL X SWIVEL HYDRANT ELL (W/ 2 SWIVEL GLANDS)**



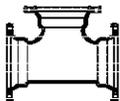
6	MJHR9006	MJHR9006D	310.00	N/A	50	18
---	----------	-----------	--------	-----	----	----

**MJ SWIVEL GLAND**



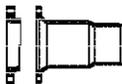
4	MJGS04	MJGS04D	60.00	N/A	8	100
6	MJGS06	MJGS06D	67.00	N/A	12	100
8	MJGS08	MJGS08D	81.00	N/A	15	100
12	MJGS12	MJGS12D	217.00	N/A	24	50

**MJ REDUCING ON RUN TEES**



6x4x6	MJT060406	MJT060406D	475.00	591.00	60	12
6x6x8	MJT060608	MJT060608D	590.00	722.00	75	18
8x6x6	MJT080606	MJT080606D	666.00	796.00	75	9
8x6x8	MJT080608	MJT080608D	666.00	804.00	85	9

**MJ X PE CUTTING IN SLEEVE WITH OVERSIZED GLAND\***

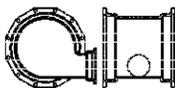


4	MJSC04	MJSC04D	463.00	576.00	50	8
6	MJSC06	MJSC06D	496.50	627.00	62	6
8	MJSC08	MJSC08D	674.50	840.00	90	6
10	MJSC10	MJSC10D	1,010.50	1,249.00	105	4
12	MJSC12	MJSC12D	1,342.00	1,642.00	128	4
16	MJSC16	MJSC16D	2,958.00	3,624.00	275	

**HYDRANT BURY EXTENSION**

6	HBEX06	HBEX06D	108.00	N/A	50	60
12	HBEX12	HBEX12D	143.00	N/A	73	36

**MJ TANGENTIAL TEE**



16x6	MJTT1606	MJTT1606D	1,651.00	1,955.00	270	
16x12	MJTT1612	MJTT1612D	3,608.00	3,942.00	344	
18x6	MJTT1806	MJTT1806D	3,610.00	4,030.00	306	
24x6	MJTT2406	MJTT2406D	4,915.00	5,537.00	375	
24x12	MJTT2412	MJTT2412D	5,898.00	6,550.00	450	



\*Weights exclude accessories

APPROXIMATE WEIGHTS IN POUNDS  
 STAR FEE PRODUCT  
 MCWANE CORPORATE TOLL FREE 1-800-553-3309 FAX 251-533-9200  
 WWW.MCWANE.COM

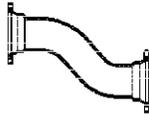


C153 Ductile Iron Compact Mechanical Joint Fittings

Price List  
MJ COMPACT

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
<b>MJ X MJ OFFSET</b>						
3x6	MJO0306	MJO0306D	84.00	138.00	20	
3x12	MJO0312	MJO0312D	111.00	165.00	40	
3x18	MJO0318	MJO0318D	138.00	192.00	49	
3x24	MJO0324	MJO0324D	237.00	291.00	55	
4x6	MJO0406	MJO0406D	144.00	208.00	25	12
4x12	MJO0412	MJO0412D	189.00	253.00	55	12
4x18	MJO0418	MJO0418D	252.00	316.00	65	8
4x24	MJO0424	MJO0424D	293.00	357.00	75	16
6x6	MJO0606	MJO0606D	234.00	318.00	29	12
6x12	MJO0612	MJO0612D	306.00	390.00	62	16
6x18	MJO0618	MJO0618D	374.00	458.00	87	8
6x24	MJO0624	MJO0624D	473.00	556.00	107	8
8x6	MJO0806	MJO0806D	336.00	432.00	80	4
8x12	MJO0812	MJO0812D	438.00	534.00	104	4
8x18	MJO0818	MJO0818D	544.00	640.00	135	4
8x24	MJO0824	MJO0824D	629.00	757.00	141	3
10x6	MJO1006	MJO1006D	667.00	811.00	110	4
10x12	MJO1012	MJO1012D	629.00	757.00	135	4
10x18	MJO1018	MJO1018D	1,662.00	1,790.00	165	4
10x24	MJO1024	MJO1024D	1,971.00	2,099.00	175	4
12x6	MJO1206	MJO1206D	667.00	811.00	118	4
12x12	MJO1212	MJO1212D	1,077.00	2,021.00	203	4
12x18	MJO1218	MJO1218D	2,277.00	2,421.00	230	4
12x24	MJO1224	MJO1224D	2,836.00	2,980.00	277	2
16x12	MJO1612	MJO1612D	4,365.00	4,627.00	305	
16x18	MJO1618	MJO1618D	5,161.00	5,423.00	362	
20x12	MJO2012	MJO2012D	6,236.00	6,672.00	437	
20x18	MJO2018	MJO2018D	8,291.00	8,727.00	581	



**MJ X PE OFFSET**

4x6	MJOP0406	MJOP0406D	452.00	484.00	25	12
4x12	MJOP0412	MJOP0412D	567.00	599.00	46	12
4x18	MJOP0418	MJOP0418D	692.00	724.00	59	16
4x24	MJOP0424	MJOP0424D	882.00	921.00	65	6
6x6	MJOP0606	MJOP0606D	230.00	272.00	51	12
6x12	MJOP0612	MJOP0612D	934.00	976.00	68	8
6x18	MJOP0618	MJOP0618D	943.00	985.00	97	8
6x24	MJOP0624	MJOP0624D	1,224.00	1,266.00	116	4
8x6	MJOP0806	MJOP0806D	1,042.00	1,090.00	84	4
8x12	MJOP0812	MJOP0812D	1,100.00	1,148.00	110	4
8x18	MJOP0818	MJOP0818D	1,355.00	1,403.00	124	4
8x24	MJOP0824	MJOP0824D	1,636.00	1,684.00	147	3
10x6	MJOP1006	MJOP1006D	1,587.00	1,651.00	127	6
10x12	MJOP1012	MJOP1012D	1,670.00	1,734.00	136	4
10x18	MJOP1018	MJOP1018D	1,991.00	2,055.00	160	4
10x24	MJOP1024	MJOP1024D	2,348.00	2,412.00	169	4
12x6	MJOP1206	MJOP1206D	1,819.00	1,891.00	115	4



\*Weights exclude accessories

McWane  
CORPORATE TOLL FREE 1-800-953-3309  
www.mcwane.com





# MJ ACCESSORIES

version: **UPL.09.02**  
EFFECTIVE: MAY 12, 2009  
(SUPERSEDES ALL PREVIOUS PRICING)

<b>WEST COAST (U.S.)</b> Toll Free: (877) 701-7827 Fax: (951) 898-9561	<b>CENTRAL (U.S.)</b> Toll Free: (800) 999-3009 Fax: (281) 558-9000	<b>EAST COAST (U.S.)</b> Toll Free: (888) 941-7827 Fax: (904) 714-2839	<b>CAMBRIDGE (CANADA)</b> Toll Free: (888) 853-7827 Fax: (519) 650-1553	<b>LAVAL (CANADA)</b> Toll Free: (877) 477-7116 Fax: (450) 681-3867
--	---	--	---	---



McWane Products  
4018 McMillan Way  
Houston, Texas 77057  
[www.mcwanepipe.com](http://www.mcwanepipe.com)

Corporate Headquarters  
2011 27th Street, Toll Free  
248-512-2242, No Faxing  
248-512-2780, Fax

Confidential

McWane-018147

CX 2359-025

Price List  
**MJ ACCESSORIES**



UPL.09.02

**Mechanical Joint Accessories**

item code	ship code	size (IN)	price	weight (LBS)	crf qty.	item code	ship code	size (IN)	price	weight (LBS)	crf qty.
-----------	-----------	-----------	-------	--------------	----------	-----------	-----------	-----------	-------	--------------	----------

**GLAND PACK - COMPACT**

MJ GLAND, MJ GASKET & T-HEAD BOLTS & NUTS					
ITEM CODE	SIZE	BOLT SIZE	LIST PRICE	WT	QTY
MJGP02	2	5/8 x 3	\$25.50	5	360
MJGP03	3	5/8 x 3	27.00	5	360
MJGP04	4	3/4 x 3 1/2	32.00	7	360
MJGP06	6	3/4 x 3 1/2	42.00	10	204
MJGP08	8	3/4 x 3 1/2	48.00	12	175
MJGP10	10	3/4 x 4	64.00	16	108
MJGP12	12	3/4 x 4	72.00	17	72
MJGP14	14	3/4 x 4 1/2	108.00	24	60
MJGP16	16	3/4 x 4 1/2	131.00	30	60
MJGP18	18	3/4 x 4 1/2	189.00	45	
MJGP20	20	3/4 x 4 1/2	218.00	60	
MJGP24	24	3/4 x 5	290.00	70	
MJGP30	30	1 x 6	762.00	123	
MJGP36	36	1 x 6	949.00	161	
MJGP42*	42	1 1/4 x 6 1/2	1,743.00	296	
MJGP48*	48	1 1/4 x 6 1/2	2,418.00	340	

\* Can not be used on StarGrips

**BOLT PACK**

MJ GASKET WITH T-BOLTS & NUTS					
ITEM CODE	SIZE	BOLT SIZE	LIST PRICE	WT	QTY
MJBGAS02	2		\$11.50	2	360
MJBGAS03	3		16.00	3	360
MJBGAS04	4		17.00	4	360
MJBGAS06	6		25.00	6	360
MJBGAS08	8		26.50	6	300
MJBGAS10	10		34.50	8	198
MJBGAS12	12		38.00	8	150
MJBGAS14	14		57.50	11	100
MJBGAS16	16		66.00	13	100
MJBGAS18	18		69.00	13	100
MJBGAS20	20		78.00	15	100
MJBGAS24	24		94.50	21	100
MJBGAS30	30		157.00	38	
MJBGAS36	36		183.00	46	
MJBGAS42	42		682.00	104	
MJBGAS48	48		747.00	119	

**LONGER BOLT PACK**

MJ GASKET WITH LONGER T-BOLTS & NUTS					
ITEM CODE	SIZE	BOLT SIZE	LIST PRICE	WT	QTY
MJBGAS03W/3.5	3		\$16.50	3	360
MJBGAS04W/4	4		17.00	4	360
MJBGAS06W/4	6		23.50	6	360
MJBGAS08W/4	8		25.50	6	300
MJBGAS10W/4.5	10		36.50	8	198
MJBGAS12W/4.5	12		38.00	8	150
MJBGAS14W/5	14		57.00	12	100
MJBGAS16W/5	16		66.00	14	100
MJBGAS18W/5	18		66.50	14	100
MJBGAS20W/5	20		75.50	16	100

**BOLT PACK (IN PLASTIC BAGS)**

MJ GASKET WITH BOLT PACK (IN BAG)					
ITEM CODE	SIZE	BOLT SIZE	LIST PRICE	WT	QTY
MJBGAS02P	2		\$11.50	2	
MJBGAS03P	3		16.00	3	360
MJBGAS04P	4		17.00	4	360
MJBGAS06P	6		25.00	6	360
MJBGAS08P	8		26.50	6	300
MJBGAS10P	10		34.50	8	198
MJBGAS12P	12		38.00	8	150
MJBGAS14P	14		57.50	11	100
MJBGAS16P	16		66.00	13	100
MJBGAS18P	18		69.00	13	100
MJBGAS20P	20		78.00	15	100
MJBGAS24P	24		94.50	21	100

STAR PIPE PRODUCTS

® REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
 HOUSTON CORPORATE | TOLL FREE 1 800 899 3009 | FAX 281 550 9000  
 www.star-pipe.com | 02/17





Mechanical Joint Accessories

UPL09.02

item code	ship code	size (IN)	price	weight (LBS)	crf qty.	item code	ship code	size (IN)	price	weight (LBS)	crf qty.
-----------	-----------	-----------	-------	--------------	----------	-----------	-----------	-----------	-------	--------------	----------

**LONGER BOLT PACK (IN PLASTIC BAGS)**

MJ GASKET WITH LONGER T BOLTS & NUTS					
MJBGAS03W/3.5P	3		\$16.50	3	360
MJBGAS04W/4P	4		17.00	4	360
MJBGAS06W/4P	6		23.50	6	360
MJBGAS08W/4P	8		25.50	6	300
MJBGAS10W/4.5P	10		36.50	8	198
MJBGAS12W/4.5P	12		38.00	8	150
MJBGAS14W/5P	14		57.00	12	100
MJBGAS14W/5P	14		66.00	14	100
MJBGAS18W/5P	18		66.50	14	100
MJBGAS20W/5P	20		75.50	16	100

**TRANSITION GLAND PACK - COMPACT**

MJ GLAND, MJ TRANSITION GASKET & T-HEAD BOLTS & NUTS					
MJGPT02	2		\$26.50	6	360
MJGPT03	3		28.00	7	360
MJGPT04	4		33.50	8	360
MJGPT06	6		44.50	12	204
MJGPT08	8		53.00	15	175
MJGPT10	10		70.50	20	108
MJGPT12	12		77.00	25	72

**LONGER BOLT - TRANSITION GLAND PACK - COMPACT**

MJ GLAND, MJ TRANSITION GASKET & LONGER T-HEAD BOLTS & NUTS					
MJGPT04W/4	4		\$30.50	8	
MJGPT04W/4	6		38.50	12	
MJGPT08W/4	8		46.00	15	
MJGPT10W/4.5	10		64.00	20	
MJGPT12W/4.5	12		71.00	25	

**TRANSITION BOLT PACK**

MJ TRANSITION GASKET WITH T-BOLTS & NUTS					
MJBGAST02	2		\$12.50	2	360
MJBGAST03	3		18.50	3	360
MJBGAST04	4		18.50	4	360
MJBGAST06	6		27.50	6	360
MJBGAST08	8		31.50	6	300
MJBGAST10	10		41.00	8	198
MJBGAST12	12		43.00	8	150

**LONGER TRANSITION BOLT PACK**

MJ TRANSITION GASKET WITH LONGER T BOLTS & NUTS					
MJBGAST03W/3.5	3		\$18.50	3	360
MJBGAST04W/4	4		18.50	4	360
MJBGAST06W/4	6		25.00	6	360
MJBGAST08W/4	8		26.50	6	300
MJBGAST10W/4.5	10		38.50	8	198
MJBGAST12W/4.5	12		41.50	8	150

**TRANSITION BOLT PACK (IN PLASTIC BAGS)**

MJ TRANSITION GASKET WITH T-BOLTS & NUTS					
MJBGAST02P	2		\$12.50	2	
MJBGAST03P	3		18.50	3	360
MJBGAST04P	4		18.50	4	360
MJBGAST06P	6		27.50	6	360
MJBGAST08P	8		31.50	6	300
MJBGAST10P	10		41.00	8	198
MJBGAST12P	12		43.00	8	150

**LONGER TRANSITION BOLT PACK (IN PLASTIC BAGS)**

MJ TRANSITION GASKET WITH LONGER T-BOLTS & NUTS					
MJBGAST03W/3.5P	3		\$18.50	3	360
MJBGAST04W/4P	4		18.50	4	360
MJBGAST06W/4P	6		25.00	6	360
MJBGAST08W/4P	8		26.50	6	300
MJBGAST10W/4.5P	10		38.50	8	198
MJBGAST12W/4.5P	12		41.50	8	150

**GLAND PACK WITH STAR BLUE BOLTS - COMPACT**

MJ GLAND, MJ GASKET WITH FLUOROPOLYMER COATED T-HEAD BOLTS & NUTS					
MJGPCB03	3		\$52.00	7	360
MJGPCB04	4		55.00	8	360
MJGPCB06	6		76.00	12	204
MJGPCB08	8		84.00	15	175
MJGPCB10	10		114.00	20	108
MJGPCB12	12		119.50	25	72
MJGPCB14	14		202.50	35	60
MJGPCB16	16		229.50	42	60
MJGPCB18	18		347.50	46	
MJGPCB20	20		377.50	61	
MJGPCB24	24		459.00	70	

STAR PIPE PRODUCTS



REGISTERED TRADEMARK OF STAR PIPE PRODUCTS  
 HOUSTON CORPORATE TOLL FREE 1 800 898 3209 (TX 281 555 8000)  
 www.starpipe.com 2013 02 01 11

Price List  
**MJ ACCESSORIES**



UPL.09.02

**Mechanical Joint Accessories**

item code	ship code	size (IN)	price	weight (LBS)	crf qty.	item code	ship code	size (IN)	price	weight (LBS)	crf qty.
-----------	-----------	-----------	-------	--------------	----------	-----------	-----------	-----------	-------	--------------	----------

**STAR BLUE BOLT PACK**

MJ GASKET WITH FLUOROPOLYMER COATED T BOLTS & NUTS					
MJBCCAS03		3	\$41.00	3	300
MJBCCAS04		4	44.00	4	360
MJBCCAS06		6	64.00	6	360
MJBCCAS08		8	66.00	6	300
MJBCCAS10		10	89.00	8	198
MJBCCAS12		12	92.00	8	150
MJBCCAS16		16	148.00	13	100
MJBCCAS20		20	166.50	14	
MJBCCAS24		24	238.00	17	

**LONGER STAR BLUE BOLT PACK**

MJ GASKET WITH FLUOROPOLYMER COATED LONGER T BOLTS & NUTS					
MJBCCAS04W/4		4	\$47.00	4	360
MJBCCAS06W/4		6	68.00	6	360
MJBCCAS08W/4		8	70.00	6	300
MJBCCAS10W/4.5		10	94.00	8	198
MJBCCAS12W/4.5		12	97.00	8	150

**STAR BLUE BOLT PACK (IN PLASTIC BAGS)**

MJ GASKET WITH FLUOROPOLYMER COATED T BOLTS & NUTS					
MJBCCAS03P		3	\$41.00	3	360
MJBCCAS04P		4	44.00	4	360
MJBCCAS06P		6	64.00	6	360
MJBCCAS08P		8	66.00	6	300
MJBCCAS10P		10	89.00	8	198
MJBCCAS12P		12	92.00	8	150
MJBCCAS16P		16	148.00	13	100

**VALVE PACK - COMPACT**

MJ GLAND, MJ GASKET WITH ANTI-ROTATIONAL BOLTS & NUTS					
MJGPV02		2	\$80.50	5	
MJGPV03		3	38.00	7	360
MJGPV04		4	38.50	8	360
MJGPV06		6	50.25	12	204
MJGPV08		8	56.25	15	175
MJGPV10		10	75.00	20	108
MJGPV12		12	83.00	25	72
MJGPV14		14	157.50	36	
MJGPV16		16	175.50	42	56
MJGPV18		18	293.50	45	
MJGPV20		20	314.50	60	
MJGPV24		24	400.50	70	

**LONGER BOLT - VALVE PACK - COMPACT**

MJ GLAND, MJ GASKET WITH LONGER ANTI-ROTATIONAL BOLTS & NUTS					
MJGPV04W/4		4	\$89.00	8	360
MJGPV06W/4		6	52.00	12	204
MJGPV08W/4		8	60.00	15	175
MJGPV10W/4.5		10	82.00	20	108
MJGPV12W/4.5		12	87.50	25	72
MJGPV14W/5		14	227.50	36	56
MJGPV16W/5		16	259.50	43	60
MJGPV18W/5		18	377.50	46	
MJGPV20W/5		20	412.50	61	

**VALVE BOLT PACK**

MJ GASKET WITH ANTI-ROTATIONAL BOLTS & NUTS					
MJBGASV02		2	\$16.50	2	
MJBGASV03		3	26.50	3	360
MJBGASV04		4	27.00	4	360
MJBGASV06		6	38.50	6	360
MJBGASV08		8	40.50	6	300
MJBGASV10		10	52.50	8	198
MJBGASV12		12	54.00	8	150

**LONGER VALVE BOLT PACK**

MJ GASKET WITH ANTI-ROTATIONAL BOLTS & NUTS					
MJBGASV03W/3.5		3	\$26.50	3	360
MJBGASV04W/4		4	27.00	4	360
MJBGASV06W/4		6	38.50	6	360
MJBGASV08W/4		8	40.50	6	300
MJBGASV10W/4.5		10	56.50	8	198
MJBGASV12W/4.5		12	50.00	8	150

**VALVE BOLT PACK (IN PLASTIC BAGS)**

MJ GASKET WITH ANTI-ROTATIONAL BOLTS & NUTS					
MJBGASV02P		2	\$16.50	2	360
MJBGASV03P		3	26.50	3	360
MJBGASV04P		4	27.00	4	360
MJBGASV06P		6	38.50	6	360
MJBGASV08P		8	40.50	6	300
MJBGASV10P		10	52.50	8	198
MJBGASV12P		12	54.00	8	150

STAR PIPE PRODUCTS

® REGISTERED TRADEMARK OF STAR PIPE PRODUCTS  
 STAR PIPE PRODUCTS  
 HOUSTON CORPORATE TOLL FREE 1 800 899 3009 FAX 281 593 9000  
 www.star-pipe.com





Mechanical Joint Accessories

UPL09.02

item code	ship code	size (IN)	price	weight (LBS)	crf qty.	item code	ship code	size (IN)	price	weight (LBS)	crf qty.
-----------	-----------	-----------	-------	--------------	----------	-----------	-----------	-----------	-------	--------------	----------

**LONGER VALVE BOLT PACK (IN PLASTIC BAGS)**

MJ GASKET WITH LONGER ANTI-ROTATIONAL BOLTS & NUTS					
MJBGASV03W/3.5P		3	\$26.50	3	360
MJBGASV04W/4P		4	27.00	4	360
MJBGASV06W/4P		6	38.50	6	360
MJBGASV08W/4P		8	40.50	6	300
MJBGASV10W/4.5P		10	56.50	8	198
MJBGASV12W/4.5P		12	58.00	8	150

**TRANSITION VALVE PACK - COMPACT**

MJ GLAND, MJ TRANSITION GASKET WITH ANTI-ROTATIONAL BOLTS & NUTS					
MJGPVT03		3	\$40.00	7	360
MJGPVT04		4	40.00	8	360
MJGPVT06		6	52.75	12	204
MJGPVT08		8	61.25	15	175
MJGPVT10		10	81.50	20	108
MJGPVT12		12	88.00	25	72

**TRANSITION VALVE BOLT PACK**

MJ TRANSITION GASKET WITH ANTI-ROTATIONAL BOLTS & NUTS					
MJBGASVT03		3	\$28.50	3	360
MJBGASVT04		4	28.50	4	360
MJBGASVT06		6	40.00	6	360
MJBGASVT08		8	41.50	6	300
MJBGASVT10		10	54.50	8	198
MJBGASVT12		12	57.50	8	150

**TRANSITION VALVE BOLT PACK IN PLASTIC BAGS**

MJ TRANSITION GASKET WITH ANTI-ROTATIONAL BOLTS & NUTS					
MJBGASVT09P		3	\$28.50	3	360
MJBGASVT104P		4	28.50	4	360
MJBGASVT06P		6	40.00	6	360
MJBGASVT08P		8	41.50	6	300
MJBGASVT10P		10	54.50	8	198
MJBGASVT12P		12	57.50	8	150

**DUCTILE IRON MJ GLAND - COMPACT**

MJG02		2	\$14.00	3	1000
MJG03		3	11.00	3	600
MJG04		4	15.00	3	500
MJG06		6	17.00	5	360
MJG08		8	21.50	6	270
MJG10		10	29.50	8	180
MJG12		12	34.00	9	120
MJG14		14	50.50	13	64
MJG16		16	45.00	17	50
MJG18		18	120.00	30	50
MJG20		20	140.00	35	25
MJG24		24	195.50	50	25
MJG30		30	605.00	85	10
MJG36		36	766.00	115	10
MJG42		42	1,081.00	143	10
MJG48		48	1,651.00	237	10

**DUCTILE IRON OVERSIZED MJ GLAND - COMPACT**

MJGO04		4	\$16.00	5	300
MJGO06		6	20.00	6	360
MJGO08		8	24.00	7	200
MJGO10		10	33.00	10	180
MJGO12		12	39.00	12	120
MJGO16		16	106.00	18	50

**DUCTILE IRON MJ SWIVEL GLAND - COMPACT**

MJGS04		4	\$60.00	7	100
MJGS06		6	60.00	8	100
MJGS08		8	67.00	10	100
MJGS12		12	217.00	24	50

**MJ GASKET - SBR**

MJGAS02		2	\$5.50	30	400
MJGAS03		3	5.00	40	250
MJGAS04		4	5.00	50	180
MJGAS06		6	5.50	60	110
MJGAS08		8	7.00	80	90
MJGAS10		10	8.50	1.00	80
MJGAS12		12	12.00	1.10	80
MJGAS14		14	20.00	1.50	60
MJGAS16		16	21.00	2.00	50
MJGAS18		18	24.00	2.30	50
MJGAS20		20	25.50	2.70	40
MJGAS24		24	30.50	3.00	40
MJGAS30		30	77.00	4.20	20
MJGAS36		36	87.00	4.00	5
MJGAS42		42	157.00	5.80	5
MJGAS48		48	167.00	6.50	5

STAR PIPE PRODUCTS



REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

HOUSTON CORPORATE (TOLL FREE) 800 398 3209 (FAX) 281 555 3000  
www.starpipe.com



Price List  
MJ ACCESSORIES

UPL.09.02

Mechanical Joint Accessories

item code	ship code	size (IN)	price	weight (LBS)	crf qty.	item code	ship code	size (IN)	price	weight (LBS)	crf qty.
<b>MJ TRANSITION GASKET</b>						<b>MJ 304 STAINLESS STEEL T-HEAD BOLT WITH HEXAGON NUT (LOOSE)</b>					
MJGAST02		2	\$6.00	.40	300	BOLTSS30		5/8x3	POA	.50	
MJGAST03		3	6.00	.50	200	BOLTSS35		3/4x3.5	POA	.80	225
MJGAST04		4	6.50	.60	150	BOLTSS40		3/4x4	POA	.85	200
MJGAST06		6	8.00	.70	100	BOLTSS45		3/4x4.5	POA	.90	175
MJGAST08		8	12.00	1.10	80	BOLTSS50		3/4x5	POA	1.00	
MJGAST10		10	15.00	1.30	60	BOLTSS60		1 x 6	POA	2.00	
MJGAST12		12	17.00	1.60	50	BOLTSS651.25	N	1 1/4x6.5	POA	.00	
MJGAST14	N	14	POA	1.50		BOLTSS850	N	1 1/4x8.5	POA	.00	
MJGAST16	N	16	POA	.00							
<b>MJ GASKET - EPDM</b>						<b>MJ 316 STAINLESS STEEL T-HEAD BOLT WITH HEXAGON NUT (LOOSE)</b>					
MJGASE02	N	2	POA	.30		BOLTSS31630		5/8x3	POA	.50	
MJGASE03	N	3	POA	.40		BOLTSS31635		3/4x3.5	POA	.80	
MJGASE04		4	POA	.50		BOLTSS31640		3/4x4	POA	.85	200
MJGASE06		6	POA	.60		BOLTSS31645		3/4x4.5	POA	.90	175
MJGASE08		8	POA	.80		BOLTSS31650		3/4x5	POA	1.00	175
MJGASE10		10	POA	1.00		BOLTSS31660		1 x 6	POA	2.00	
MJGASE12		12	POA	1.10		BOLTSS316650	N	1 1/4x6.5	POA	.00	
MJGASE14		14	POA	1.50		BOLTSS316850	N	1 1/4x8.5	POA		
MJGASE16		16	POA	2.00							
MJGASE18		18	POA	2.30							
MJGASE20	N	20	POA	2.70	10						
MJGASE24	N	24	POA	3.00							
<b>MJ GASKET - NITRILE (BUNA-N)</b>						<b>BOXED SET OF BAGGED MJ T-HEAD BOLTS &amp; NUTS</b>					
MJGASN04	N	4	POA	.50	50	<b>SIX (6) T-BOLTS AND NUTS PER BAG</b>					
MJGASN06	N	6	POA	.60	60	ITEM CODE	SIZE	PRICE BOX	BOX WT	QTY	
MJGASN08	N	8	POA	.80	50	BOLTCS35BB	3/4 x 3.5	\$540.00	48	10	
MJGASN10	N	10	POA	1.00	25	BOLTCS40BB	3/4 x 4	585.00	51	10	
MJGASN12	N	12	POA	1.10	25	BOLTCS45BB	3/4 x 4.5	562.50	44	8	
<b>MJ GASKET - NEOPRENE</b>						<b>MJ ANTI-ROTATIONAL T-HEAD BOLT WITH HEXAGON NUT (LOOSE)</b>					
MJGASNE04		4	POA	.50		BOLTAR30		5/8 x 3	\$5.50	.50	350
MJGASNE06		6	POA	.60	60	BOLTAR35		3/4 x 3 1/2	6.00	.80	225
MJGASNE08		8	POA	.80		BOLTAR40		3/4 x 4	6.50	.85	200
MJGASNE10	N	10	POA	1.00		BOLTAR45		3/4 x 4 1/2	9.00	.90	175
MJGASNE12	N	12	POA	1.10		BOLTAR50		3/4 x 5	13.00	1.10	175
<b>MJ T-HEAD BOLT WITH HEXAGON NUT (LOOSE)</b>						<b>MJ EYEBOLT (PIGTAIL) WITH HEXAGON NUT (LOOSE)</b>					
BOLTCS30		5/8x3	\$2.75	.50	4500	BOLTPE35		3/4x3.5	\$5.50	.91	225
BOLTCS35		3/4 x 3 1/2	3.00	.80	2700	BOLTPE40		3/4x4	5.75	1.00	200
BOLTCS40		3/4 x 4	3.25	.85	2400	BOLTPE45		3/4x4.5	6.00	1.16	175
BOLTCS45		3/4 X 4 1/2	3.75	.90	2100						
BOLTCS50		3/4 x 5	4.00	1.10	2100						
BOLTCS60		1 x 6	9.50	1.70	900						
BOLTCS61.25		1 1/4 x 6	POA	.00							
BOLTCS3/4X6		3/4 x 6	POA	.00							
BOLTCS651.25		1 1/4 x 6 1/2	28.25	3.50	1800						
BOLTCS70		3/4 x 7	7.50	.00							
BOLTCS90		3/4 x 9	10.00	.00							

® REGISTERED TRADEMARK OF STAR PIPE PRODUCTS  
 STAR PIPE PRODUCTS  
 HOUSTON CORPORATE TOLL FREE 1 800 899 3009 FAX 281 593 9000  
 WWW.STARPIPEPRODUCTS.COM





Mechanical Joint Accessories

UPL09.02

item code	ship code	size (IN)	price	weight (LBS)	crf qty.	item code	ship code	size (IN)	price	weight (LBS)	crf qty.
-----------	-----------	-----------	-------	--------------	----------	-----------	-----------	-----------	-------	--------------	----------

**MJ STAR BLUE T-HEAD BOLT WITH HEXAGON NUT (LOOSE)**

FLUOROPOLYMER COATED					
BOLTCB30		5/8 x 3	\$9.00	.50	
BOLTCB35		3/4 x 3 1/2	9.50	.60	
BOLTCB40		3/4 x 4	10.00	.85	
BOLTCB45		3/4 x 4 1/2	10.50	.90	
BOLTCB50		3/4 x 5	13.50	1.10	
BOLTCB60		1 x 6	31.50	1.70	

**MJ STAR BLUE ANTI-ROTATIONAL T-HEAD BOLT WITH HEXAGON NUT (LOOSE)**

FLUOROPOLYMER COATED					
BOLTARB30		5/8x3	\$13.50	.50	
BOLTARB35		3/4x3.5	15.00	.80	225
BOLTARB40		3/4x4	16.00	.85	200
BOLTARB45		3/4x4.5	17.50	.90	
BOLTARB50		3/4x5	20.50	1.10	

**HEAVY DUTY RETAINER GLAND PACK**

HEAVY DUTY RETAINER GLAND, MJ GASKET & T-HEAD BOLT & NUTS					
MJRGHDP03		3	\$47.00	6	200
MJRGHDP04		4	51.00	9	100
MJRGHDP06		6	63.00	15	72
MJRGHDP08		8	85.50	18	54
MJRGHDP10		10	124.50	28	32
MJRGHDP12		12	163.00	30	32
MJRGHDP14		14	221.50	49	
MJRGHDP16		16	296.00	55	
MJRGHDP18		18	395.00	62	
MJRGHDP20		20	481.00	75	
MJRGHDP24		24	568.50	101	
MJRGHDP30		30	1570.00	200	
MJRGHDP36		36	2059.00	242	
MJRGHDP42	N	42	3222.00	359	
MJRGHDP48	N	48	4541.00	434	

**HEAVY DUTY RETAINER GLAND**

MJRGHD03		3	\$31.00	3	224
MJRGHD04		4	34.00	5	224
MJRGHD06		6	38.00	9	130
MJRGHD08		8	59.00	12	162
MJRGHD10		10	90.00	17	64
MJRGHD12		12	125.00	20	64
MJRGHD14		14	164.00	35	52
MJRGHD16		16	230.00	42	52
MJRGHD18		18	326.00	49	26
MJRGHD20		20	403.00	60	26
MJRGHD24		24	474.00	80	12
MJRGHD30		30	1,413.00	162	9
MJRGHD36		36	1,876.00	196	8
MJRGHD42	N	42	2,540.00	255	
MJRGHD48	N	48	3,774.00	315	

**DUCTILE IRON MJ GLAND - FULL BODY**

MJDG02	N	2	\$10.50	3	
MJDG03		3	15.00	5	
MJDG04		4	23.00	6	200
MJDG06		6	33.00	10	216
MJDG08		8	51.50	14	81
MJDG10		10	61.50	20	72
MJDG12		12	80.00	24	72
MJDG14		14	103.50	45	64
MJDG16		16	162.00	55	30
MJDG18		18	260.00	55	30
MJDG20		20	350.00	66	30
MJDG24		24	509.50	90	15
MJDG30		30	704.00	220	10
MJDG36		36	1,332.00	286	10
MJDG42		42	1,765.00	286	10
MJDG48		48	2,155.00	400	10

STAR PIPE PRODUCTS



REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

HOUSTON CORPORATE (TOLL FREE) 1-800-999-3209 (FAX) 281-555-9000  
www.starpipe.com

Price List  
**MJ ACCESSORIES**



UPL.09.02

**Mechanical Joint Accessories**

item code	ship code	size (IN)	price	weight (LBS)	crf qty.	item code	ship code	size (IN)	price	weight (LBS)	crf qty.
-----------	-----------	-----------	-------	--------------	----------	-----------	-----------	-----------	-------	--------------	----------

STAR PIPE PRODUCTS

**GLAND PACK - FULL BODY**

MJ FULL BODY GLAND, M/J GASKET & HEAD BOLT & NUT					
ITEM CODE	SIZE	BOLT SIZE	LIST PRICE	WT	QTY
MJDGP02	2	5/8 x 3	\$22.00	5	
MJDGP03	3	5/8 x 3	31.00	7	
MJDGP04	4	3/4 x 3 1/2	40.00	10	300
MJDGP06	6	3/4 x 3 1/2	58.00	16	200
MJDGP08	8	3/4 x 3 1/2	78.00	25	153
MJDGP10	10	3/4 x 4	96.00	30	102
MJDGP12	12	3/4 x 4	118.00	40	64
MJDGP14	14	3/4 x 4 1/2	161.00	45	
MJDGP16	16	3/4 x 4 1/2	228.00	55	
MJDGP18	18	3/4 x 4 1/2	329.00	65	
MJDGP20	20	3/4 x 4 1/2	428.00	85	
MJDGP24	24	3/4 x 5	604.00	105	
MJDGP30	30	1 x 6	861.00	220	
MJDGP36	36	1 x 6	1,515.00	301	
MJDGP42	42	1 1/4 x 6 1/2	2,447.00	424	
MJDGP48	48	1 1/4 x 6 1/2	2,922.00	579	

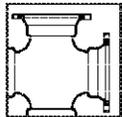
**ORDERING INFORMATION**

PIPE SIZE	BOLT SIZE	QTY REQ
2	5/8 x 3	2
3	5/8 x 3	4
4	3/4 x 3 1/2	4
6	3/4 x 3 1/2	6
8	3/4 x 3 1/2	6
10	3/4 x 4	8
12	3/4 x 4	8
14	3/4 x 4 1/2	10
16	3/4 x 4 1/2	12
18	3/4 x 4 1/2	12
20	3/4 x 4 1/2	14
24	3/4 x 5	16
30	1 x 6	20
36	1 x 6	24
42	1 1/4 x 6 1/2	28
48	1 1/4 x 6 1/2	32

® REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
 HOUSTON CORPORATE | TOLL FREE 1 800 899 3009 | FAX 281 559 9000  
 www.star-pipe.com





# C110 DI FULL BODY MJ FITTINGS

**ANSI/AWWA C110/A21.10**

version: **UPL.09.02**  
EFFECTIVE: MAY 12, 2009  
(SUPERSEDES ALL PREVIOUS PRICING)

WEST COAST (U.S.)	CENTRAL (U.S.)	EAST COAST (U.S.)	CAMBRIDGE (CANADA)	LAVAL (CANADA)
Toll Free: (877) 701-7827 Fax: (951) 898-9361	Toll Free: (800) 999-3009 Fax: (281) 538-9000	Toll Free: (888) 941-7827 Fax: (804) 714-2837	Toll Free: (888) 893-7827 Fax: (519) 650-1553	Toll Free: (877) 477-7116 Fax: (450) 681-3807



McWane Products  
4018 McWane Parkway  
Houston, Texas 77067  
[www.mcwane.com/usa](http://www.mcwane.com/usa)

McWane Products (Canada)  
201175007, 10000  
4650 St. Lawrence  
Laval, Quebec H7V 1G5, Canada

Confidential

McWane-018155

CX 2359-033



C110 Ductile Iron Full Body Mechanical Joint Fittings

Price List  
MJ FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
---------------	------------------------	--------------------	---------------------------	---------------------------	---------------	----------------

90° (1/4) MJ BEND



2	MJDB9002	MJDB9002D	85.00	129.00	14	36
3	MJDB9003	MJDB9003D	166.00	228.00	35	36
4	MJDB9004	MJDB9004D	248.00	328.00	55	24
6	MJDB9006	MJDB9006D	370.00	486.00	85	12
8	MJDB9008	MJDB9008D	531.00	687.00	125	12
10	MJDB9010	MJDB9010D	808.00	1,000.00	190	4
12	MJDB9012	MJDB9012D	1,084.00	1,320.00	255	4
14	MJDB9014	MJDB9014D	1,530.00	1,852.00	380	
16	MJDB9016	MJDB9016D	1,935.00	2,371.00	430	
18	MJDB9018	MJDB9018D	2,725.00	3,383.00	545	
20	MJDB9020	MJDB9020D	3,400.00	4,256.00	650	
24	MJDB9024	MJDB9024D	5,360.00	6,568.00	1025	
30	MJDB9030	MJDB9030D	10,137.00	11,859.00	1690	
36	MJDB9036	MJDB9036D	13,823.00	16,853.00	2475	
42	MJDB9042	MJDB9042D	20,328.00	25,222.00	3410	
48	MJDB9048	MJDB9048D	27,570.00	33,414.00	4595	

45° (1/8) MJ BEND



2	MJDB4502	MJDB4502D	85.00	129.00	13	36
3	MJDB4503	MJDB4503D	143.00	205.00	30	
4	MJDB4504	MJDB4504D	225.00	305.00	50	36
6	MJDB4506	MJDB4506D	319.00	435.00	75	12
8	MJDB4508	MJDB4508D	468.00	624.00	110	12
10	MJDB4510	MJDB4510D	659.00	851.00	155	4
12	MJDB4512	MJDB4512D	914.00	1,150.00	215	4
14	MJDB4514	MJDB4514D	1,215.00	1,537.00	270	
16	MJDB4516	MJDB4516D	1,638.00	2,094.00	340	
18	MJDB4518	MJDB4518D	2,100.00	2,758.00	420	
20	MJDB4520	MJDB4520D	2,650.00	3,506.00	530	
24	MJDB4524	MJDB4524D	3,701.00	4,909.00	755	
30	MJDB4530	MJDB4530D	7,981.00	9,703.00	1380	
36	MJDB4536	MJDB4536D	11,968.00	14,998.00	2095	
42	MJDB4542	MJDB4542D	17,730.00	22,624.00	2955	
48	MJDB4548	MJDB4548D	24,480.00	30,324.00	4080	

22 1/2° (1/16) MJ BEND



2	MJDB2202	MJDB2202D	196.00	240.00	13	
3	MJDB2203	MJDB2203D	143.00	205.00	30	
4	MJDB2204	MJDB2204D	225.00	305.00	50	12
6	MJDB2206	MJDB2206D	319.00	435.00	75	12
8	MJDB2208	MJDB2208D	468.00	624.00	110	12
10	MJDB2210	MJDB2210D	680.00	872.00	160	4
12	MJDB2212	MJDB2212D	935.00	1,171.00	220	4
14	MJDB2214	MJDB2214D	1,238.00	1,560.00	275	
16	MJDB2216	MJDB2216D	1,553.00	2,009.00	345	
18	MJDB2218	MJDB2218D	2,150.00	2,808.00	430	
20	MJDB2220	MJDB2220D	3,025.00	3,881.00	535	
24	MJDB2224	MJDB2224D	4,016.00	5,224.00	765	
30	MJDB2230	MJDB2230D	7,687.00	9,409.00	1400	



\*Weights exclude accessories

REGISTERED TRADEMARK OF MCWANE PIPE PRODUCTS

MCWANE PIPE PRODUCTS  
 10000 MCWANE DRIVE  
 MCWANE, OHIO 44130  
 TEL: 216-399-3309 FAX: 216-355-9000  
 www.mcwane.com



C110 Ductile Iron Full Body Mechanical Joint Fittings

Price List  
MJ FULL BODY

UPL09.02

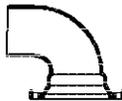
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
36	MJDB2236	MJDB2236D	11,664.00	14,694.00	2135	
42	MJDB2242	MJDB2242D	18,120.00	23,014.00	3020	
48	MJDB2248	MJDB2248D	25,020.00	30,864.00	4170	

11 1/4° (1/32) MJ BEND



2	MJDB1102	MJDB1102D	196.00	240.00	13	
3	MJDB1103	MJDB1103D	147.00	209.00	30	
4	MJDB1104	MJDB1104D	225.00	305.00	50	12
6	MJDB1106	MJDB1106D	319.00	435.00	75	12
8	MJDB1108	MJDB1108D	468.00	624.00	110	12
10	MJDB1110	MJDB1110D	680.00	872.00	160	
12	MJDB1112	MJDB1112D	935.00	1,171.00	220	6
14	MJDB1114	MJDB1114D	1,238.00	1,560.00	275	
16	MJDB1116	MJDB1116D	1,530.00	1,983.00	345	
18	MJDB1118	MJDB1118D	2,150.00	2,808.00	430	
20	MJDB1120	MJDB1120D	3,050.00	3,906.00	540	
24	MJDB1124	MJDB1124D	4,001.00	5,209.00	770	
30	MJDB1130	MJDB1130D	7,736.00	9,458.00	1,410	
36	MJDB1136	MJDB1136D	11,883.00	14,913.00	2,145	
42	MJDB1142	MJDB1142D	18,210.00	23,104.00	3,035	
48	MJDB1148	MJDB1148D	25,140.00	30,984.00	4,190	

90° (1/4) MJ X PE BEND



3	MJDBP9003	MJDBP9003D	166.00	197.00	35	
4	MJDBP9004	MJDBP9004D	207.00	247.00	50	8
6	MJDBP9006	MJDBP9006D	340.00	398.00	80	12
8	MJDBP9008	MJDBP9008D	587.00	665.00	120	12
10	MJDBP9010	MJDBP9010D	808.00	904.00	170	8
12	MJDBP9012	MJDBP9012D	1,084.00	1,202.00	255	4
14	MJDBP9014	MJDBP9014D	POA	POA	325	4
16	MJDBP9016	MJDBP9016D	1,845.00	2,073.00	410	
18	MJDBP9018	MJDBP9018D	2,400.00	2,929.00	600	
20	MJDBP9020	MJDBP9020D	3,250.00	3,678.00	775	
24	MJDBP9024	MJDBP9024D	5,171.00	5,775.00	985	
30	MJDBP9030	MJDBP9030D	8,718.00	9,579.00	1,920	
36	MJDBP9036	MJDBP9036D	12,705.00	14,220.00	2,310	
42	MJDBP9042	MJDBP9042D	POA	POA	3,200	
48	MJDBP9048	MJDBP9048D	POA	POA	4,330	

45° (1/8) MJ X PE BEND



3	MJDBP4503	MJDBP4503D	POA	POA	30	24
4	MJDBP4504	MJDBP4504D	212.00	252.00	45	50
6	MJDBP4506	MJDBP4506D	289.00	347.00	70	12
8	MJDBP4508	MJDBP4508D	497.00	575.00	105	24
10	MJDBP4510	MJDBP4510D	714.00	810.00	155	12
12	MJDBP4512	MJDBP4512D	914.00	1,032.00	215	4
14	MJDBP4514	MJDBP4514D	POA	POA	255	4
16	MJDBP4516	MJDBP4516D	1,440.00	1,666.00	320	4
18	MJDBP4518	MJDBP4518D	1,975.00	2,304.00	455	
20	MJDBP4520	MJDBP4520D	2,500.00	2,928.00	664	
24	MJDBP4524	MJDBP4524D	3,754.00	4,358.00	715	2



\*Weights exclude accessories

REGISTERED TRADEMARK OF MCWANE PIPE PRODUCTS

MCWANE PIPE PRODUCTS  
MCWANE CORPORATION (U.S.A.) TEL: 800 899 3309 FAX: 251 555 9000  
www.mcwane.com



C110 Ductile Iron Full Body Mechanical Joint Fittings

Price List  
MJ FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
30	MJDBP4530	MJDBP4530D	7,013.00	7,874.00	1510	
36	MJDBP4536	MJDBP4536D	10,615.00	12,130.00	1930	
42	MJDBP4542	MJDBP4542D	POA	POA	2745	
48	MJDBP4548	MJDBP4548D	POA	POA	3815	

22 1/2° (1/16) MJ x PE BEND



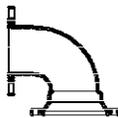
3	MJDBP2203	MJDBP2203D	POA	POA	30	24
4	MJDBP2204	MJDBP2204D	POA	POA	45	24
6	MJDBP2206	MJDBP2206D	298.00	356.00	70	
8	MJDBP2208	MJDBP2208D	442.00	520.00	105	
10	MJDBP2210	MJDBP2210D	680.00	776.00	160	
12	MJDBP2212	MJDBP2212D	935.00	1,053.00	220	
14	MJDBP2214	MJDBP2214D	POA	POA	320	4
16	MJDBP2216	MJDBP2216D	1,463.00	1,691.00	365	
18	MJDBP2218	MJDBP2218D	2,025.00	2,354.00	455	
20	MJDBP2220	MJDBP2220D	2,525.00	2,953.00	575	
24	MJDBP2224	MJDBP2224D	3,806.00	4,410.00	930	
30	MJDBP2230	MJDBP2230D	7,700.00	8,561.00	1540	
36	MJDBP2236	MJDBP2236D	10,835.00	12,350.00	1970	
42	MJDBP2242	MJDBP2242D	POA	POA	2810	

11 1/4° (1/32) MJ x PE BEND



3	MJDBP1103	MJDBP1103D	POA	POA	30	24
4	MJDBP1104	MJDBP1104D	POA	POA	45	24
6	MJDBP1106	MJDBP1106D	POA	POA	70	24
8	MJDBP1108	MJDBP1108D	POA	POA	105	16
14	MJDBP1114	MJDBP1114D	2,667.00	2,828.00	260	
16	MJDBP1116	MJDBP1116D	POA	POA	325	2
18	MJDBP1118	MJDBP1118D	POA	POA	405	
20	MJDBP1120	MJDBP1120D	POA	POA	510	
24	MJDBP1124	MJDBP1124D	3,833.00	4,137.00	845	
30	MJDBP1130	MJDBP1130D	7,178.00	8,039.00	1305	
36	MJDBP1136	MJDBP1136D	10,890.00	12,405.00	2185	
48	MJDBP1148	MJDBP1148D	POA	POA	3925	

90° (1/4) MJ X FE BEND



4	MJDFB9004	MJDFB9004D	230.00	270.00	53	
6	MJDFB9006	MJDFB9006D	319.00	377.00	75	
8	MJDFB9008	MJDFB9008D	500.00	578.00	118	2
10	MJDFB9010	MJDFB9010D	714.00	810.00	177	
12	MJDFB9012	MJDFB9012D	1,224.00	1,342.00	246	
16	MJDFB9016	MJDFB9016D	2,093.00	2,321.00	465	
18	MJDFB9018	MJDFB9018D	2,600.00	2,929.00	577	
20	MJDFB9020	MJDFB9020D	3,072.00	3,500.00	745	
24	MJDFB9024	MJDFB9024D	6,038.00	6,466.00	1150	

45° (1/8) MJ X FE BEND



4	MJDFB4504	MJDFB4504D	189.00	229.00	45	
6	MJDFB4506	MJDFB4506D	299.00	357.00	69	
8	MJDFB4508	MJDFB4508D	455.00	533.00	105	
10	MJDFB4510	MJDFB4510D	714.00	810.00	155	



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
MCWANE CORPORATE (TOLL FREE) 800 895 3309 (FAX) 251 555 9000  
www.star-pipe.com



C110 Ductile Iron Full Body Mechanical Joint Fittings

Price List  
MJ FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
12	MJDFB4512	MJDFB4512D	914.00	1,032.00	215	
16	MJDFB4516	MJDFB4516D	1,620.00	1,848.00	360	
18	MJDFB4518	MJDFB4518D	2,150.00	2,479.00	422	
20	MJDFB4520	MJDFB4520D	3,072.00	3,500.00	543	
24	MJDFB4524	MJDFB4524D	4,583.00	5,187.00	903	

22 1/2° (1/16) MJ X FE BEND



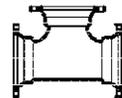
4	MJDFB2204	MJDFB2204D	396.00	436.00	45	
6	MJDFB2206	MJDFB2206D	255.00	313.00	69	
8	MJDFB2208	MJDFB2208D	455.00	533.00	105	
10	MJDFB2210	MJDFB2210D	659.00	755.00	155	
12	MJDFB2212	MJDFB2212D	1,046.00	1,164.00	215	
16	MJDFB2216	MJDFB2216D	1,418.00	1,646.00	373	
18	MJDFB2218	MJDFB2218D	2,110.00	2,439.00	422	
20	MJDFB2220	MJDFB2220D	4,777.00	5,205.00	575	
24	MJDFB2224	MJDFB2224D	4,253.00	4,857.00	600	

11 1/4° (1/32) MJ X FE BEND



4	MJDFB1104	MJDFB1104D	399.00	439.00	45	
6	MJDFB1106	MJDFB1106D	302.00	360.00	69	
8	MJDFB1108	MJDFB1108D	446.00	524.00	105	
10	MJDFB1110	MJDFB1110D	1,099.00	1,195.00	155	
12	MJDFB1112	MJDFB1112D	914.00	1,032.00	215	
16	MJDFB1116	MJDFB1116D	1,652.00	1,880.00	360	
18	MJDFB1118	MJDFB1118D	1,950.00	2,279.00	422	
20	MJDFB1120	MJDFB1120D	4,777.00	5,205.00	575	
24	MJDFB1124	MJDFB1124D	4,253.00	4,857.00	600	

MJ TEE



2x2	MJDT0202	MJDT0202D	143.00	209.00	22	36
3x2	MJDT0302	MJDT0302D	214.00	298.00	43	
3x3	MJDT0303	MJDT0303D	261.00	354.00	55	
4x2	MJDT0402	MJDT0402D	279.00	381.00	65	24
4x3	MJDT0403	MJDT0403D	338.00	449.00	75	
4x4	MJDT0404	MJDT0404D	360.00	480.00	80	12
4x4x6	MJDT040406	MJDT040406D	504.00	642.00	115	
6x2	MJDT0602	MJDT0602D	485.00	623.00	100	12
6x3	MJDT0603	MJDT0603D	488.00	615.00	110	24
6x4	MJDT0604	MJDT0604D	489.00	645.00	115	12
6x6	MJDT0606	MJDT0606D	831.00	705.00	125	12
6x6x8	MJDT060608	MJDT060608D	672.00	866.00	185	
8x2	MJDT0802	MJDT0802D	664.00	842.00	120	
8x3	MJDT0803	MJDT0803D	659.00	846.00	155	
8x4	MJDT0804	MJDT0804D	701.00	851.00	165	9
8x6	MJDT0806	MJDT0806D	744.00	958.00	175	9
8x8	MJDT0808	MJDT0808D	786.00	1,020.00	185	9
10x3	MJDT1003	MJDT1003D	FOA	FOA	216	
10x4	MJDT1004	MJDT1004D	999.00	1,231.00	235	12
10x6	MJDT1006	MJDT1006D	1,063.00	1,295.00	250	4
10x8	MJDT1008	MJDT1008D	1,118.00	1,388.00	260	4
10x10	MJDT1010	MJDT1010D	1,318.00	1,606.00	310	4



\*Weights exclude accessories

REGISTERED TRADEMARK OF MCWANE PRODUCTS

MCWANE PRODUCTS  
 MCWANE CORPORATION (TOLL FREE) 800 899 3309 (FAX) 251 555 9000  
 www.mcwane.com



C110 Ductile Iron Full Body Mechanical Joint Fittings

Price List  
MJ FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
12x3	MJDT1203	MJDT1203D	POA	POA	290	
12x4	MJDT1204	MJDT1204D	1,339.00	1,615.00	315	8
12x6	MJDT1206	MJDT1206D	1,381.00	1,675.00	325	4
12x8	MJDT1208	MJDT1208D	1,445.00	2,245.00	340	4
12x10	MJDT1210	MJDT1210D	1,658.00	1,990.00	390	4
12x12	MJDT1212	MJDT1212D	1,743.00	2,097.00	410	4
14x4	MJDT1404	MJDT1404D	POA	POA	383	
14x6	MJDT1406	MJDT1406D	2,899.00	3,279.00	435	4
14x8	MJDT1408	MJDT1408D	POA	POA	450	
14x10	MJDT1410	MJDT1410D	POA	POA	465	
14x12	MJDT1412	MJDT1412D	POA	POA	495	
14x14	MJDT1414	MJDT1414D	POA	POA	520	
16x4	MJDT1604	MJDT1604D	2,700.00	3,196.00	600	
16x6	MJDT1606	MJDT1606D	2,430.00	2,944.00	540	
16x8	MJDT1608	MJDT1608D	2,475.00	3,009.00	550	
16x10	MJDT1610	MJDT1610D	2,565.00	3,117.00	570	
16x12	MJDT1612	MJDT1612D	2,655.00	3,229.00	590	
16x14	MJDT1614	MJDT1614D	POA	POA	620	
16x16	MJDT1616	MJDT1616D	2,925.00	3,609.00	650	
18x4	MJDT1804	MJDT1804D	POA	POA	528	
18x6	MJDT1806	MJDT1806D	2,950.00	3,666.00	710	
18x8	MJDT1808	MJDT1808D	3,025.00	3,761.00	674	
18x10	MJDT1810	MJDT1810D	POA	POA	690	
18x12	MJDT1812	MJDT1812D	3,200.00	3,976.00	749	
18x14	MJDT1814	MJDT1814D	POA	POA	755	
18x16	MJDT1816	MJDT1816D	POA	POA	785	
18x18	MJDT1818	MJDT1818D	4,100.00	5,087.00	820	
20x6	MJDT2006	MJDT2006D	3,360.00	4,274.00	725	2
20x8	MJDT2008	MJDT2008D	3,360.00	4,294.00	735	2
20x10	MJDT2010	MJDT2010D	POA	POA	755	
20x12	MJDT2012	MJDT2012D	3,849.00	4,843.00	775	2
20x14	MJDT2014	MJDT2014D	POA	POA	795	
20x16	MJDT2016	MJDT2016D	4,725.00	5,809.00	945	
20x18	MJDT2018	MJDT2018D	POA	POA	985	
20x20	MJDT2020	MJDT2020D	5,320.00	6,604.00	1020	
24x4	MJDT2404	MJDT2404D	POA	POA	985	
24x6	MJDT2406	MJDT2406D	4,961.00	6,227.00	1233	
24x8	MJDT2408	MJDT2408D	5,250.00	6,536.00	1234	
24x10	MJDT2410	MJDT2410D	POA	POA	1020	
24x12	MJDT2412	MJDT2412D	5,408.00	6,734.00	1256	
24x14	MJDT2414	MJDT2414D	5,539.00	6,906.00	1220	
24x16	MJDT2416	MJDT2416D	5,644.00	7,080.00	1075	
24x18	MJDT2418	MJDT2418D	7,350.00	8,887.00	1660	
24x20	MJDT2420	MJDT2420D	7,613.00	9,249.00	1450	
24x24	MJDT2424	MJDT2424D	9,529.00	11,341.00	1535	
30x6	MJDT3006	MJDT3006D	9,323.00	11,103.00	1730	
30x8	MJDT3008	MJDT3008D	9,416.00	11,216.00	1745	
30x10	MJDT3010	MJDT3010D	10,065.00	11,883.00	1760	
30x12	MJDT3012	MJDT3012D	9,592.00	11,432.00	1750	
30x14	MJDT3014	MJDT3014D	POA	POA	1800	
30x16	MJDT3016	MJDT3016D	10,010.00	11,960.00	1820	
30x18	MJDT3018	MJDT3018D	10,148.00	12,199.00	1845	
30x20	MJDT3020	MJDT3020D	9,587.00	11,737.00	1875	



\*Weights exclude accessories

REGISTERED TRADEMARK OF MCWANE PRODUCTS

MCWANE PRODUCTS  
MCWANE CORPORATION (U.S.A.) TEL: 800 899 3309 FAX: 251 555 9020  
www.mcwane.com



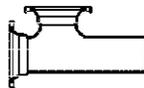
C110 Ductile Iron Full Body Mechanical Joint Fittings

Price List  
MJ FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
30x24	MJDT3024	MJDT3024D	13,200.00	15,526.00	2400	
30x30	MJDT3030	MJDT3030D	14,273.00	16,856.00	2595	
36x6	MJDT3606	MJDT3606D	13,701.00	16,789.00	2439	
36x8	MJDT3608	MJDT3608D	13,701.00	16,809.00	2520	
36x10	MJDT3610	MJDT3610D	14,355.00	17,481.00	2535	
36x12	MJDT3612	MJDT3612D	13,833.00	16,981.00	2550	
36x14	MJDT3614	MJDT3614D	14,135.00	17,326.00	2570	
36x16	MJDT3616	MJDT3616D	14,065.00	17,323.00	2585	
36x18	MJDT3618	MJDT3618D	14,355.00	17,714.00	2610	
36x20	MJDT3620	MJDT3620D	14,493.00	17,951.00	2635	
36x24	MJDT3624	MJDT3624D	14,795.00	18,429.00	2690	
36x30	MJDT3630	MJDT3630D	19,498.00	23,389.00	3545	
36x36	MJDT3636	MJDT3636D	19,473.00	24,018.00	3745	
42x6	MJDT4206	MJDT4206D	POA	POA	3440	
42x12	MJDT4212	MJDT4212D	31,164.00	36,176.00	3555	
42x14	MJDT4214	MJDT4214D	35,263.00	40,318.00	3575	
42x16	MJDT4216	MJDT4216D	21,570.00	26,692.00	3595	
42x18	MJDT4218	MJDT4218D	37,037.00	42,260.00	3615	
42x20	MJDT4220	MJDT4220D	34,862.00	40,184.00	3640	
42x24	MJDT4224	MJDT4224D	22,140.00	27,638.00	3690	
42x30	MJDT4230	MJDT4230D	27,900.00	33,655.00	4650	
42x36	MJDT4236	MJDT4236D	36,450.00	42,859.00	6075	
42x42	MJDT4242	MJDT4242D	37,920.00	45,261.00	6320	
48x12	MJDT4812	MJDT4812D	40,958.00	46,920.00	4870	
48x14	MJDT4814	MJDT4814D	41,180.00	47,185.00	4885	
48x16	MJDT4816	MJDT4816D	45,885.00	51,957.00	4905	
48x18	MJDT4818	MJDT4818D	47,822.00	53,995.00	4925	
48x20	MJDT4820	MJDT4820D	47,840.00	54,112.00	4950	
48x24	MJDT4824	MJDT4824D	29,270.00	36,418.00	4995	
48x30	MJDT4830	MJDT4830D	30,840.00	37,545.00	5140	
48x36	MJDT4836	MJDT4836D	37,680.00	45,039.00	6280	
48x42	MJDT4842	MJDT4842D	48,780.00	57,071.00	8130	
48x36x48	MJDT483648	MJDT483648D	POA	POA	6397	
48x48	MJDT4848	MJDT4848D	50,520.00	59,286.00	8420	

MJ X PE X MJ TEE



4	MJDPT0404	MJDPT0404D	338.00	418.00	75	
6	MJDPT0606	MJDPT0606D	510.00	626.00	120	
8x4	MJDPT0804	MJDPT0804D	POA	POA	160	6
8x6	MJDPT0806	MJDPT0806D	423.00	559.00	170	
8	MJDPT0808	MJDPT0808D	748.00	904.00	180	
10	MJDPT1010	MJDPT1010D	1,342.00	1,534.00	250	
12x4	MJDPT1204	MJDPT1204D	1,339.00	1,497.00	315	
12x6	MJDPT1206	MJDPT1206D	1,381.00	1,557.00	325	
12x8	MJDPT1208	MJDPT1208D	1,445.00	1,641.00	340	
12x10	MJDPT1210	MJDPT1210D	1,658.00	1,872.00	390	
12	MJDPT1212	MJDPT1212D	1,743.00	1,979.00	410	
14x12	MJDPT1412	MJDPT1412D	POA	POA	500	
16x8	MJDPT1608	MJDPT1608D	POA	POA	530	2
16x16	MJDPT1616	MJDPT1616D	POA	POA	625	
24x6	MJDPT2406	MJDPT2406D	POA	POA	945	2
24x8	MJDPT2408	MJDPT2408D	POA	POA	960	



\*Weights exclude accessories

REGISTERED TRADEMARK OF MCWANE CAST IRON PRODUCTS

MCWANE CORPORATION  
3000 W. 10TH STREET, TOLEDO, OHIO 44003-1000  
TEL: 419.529.3009 FAX: 419.529.9000  
www.mcwane.com



C110 Ductile Iron Full Body Mechanical Joint Fittings

Price List  
MJ FULL BODY

UPL09.02

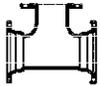
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
24x12	MJDPT2412	MJDPT2412D	POA	POA	990	
24x16	MJDPT2416	MJDPT2416D	POA	POA	1035	
24x24	MJDPT2424	MJDPT2424D	POA	POA	1490	
36x12	MJDPT3612	MJDPT3612D	POA	POA	2375	
36x24	MJDPT3624	MJDPT3624D	POA	POA	2515	
36x36	MJDPT3636	MJDPT3636D	POA	POA	3565	

MJ TAPPED CROSS



4x4	MJDX0404T	MJDX0404TD	POA	POA	45	
6x6	MJDX0606T	MJDX0606TD	POA	POA	70	
8x8	MJDX0808T	MJDX0808TD	POA	POA	95	
10x10	MJDX1010T	MJDX1010TD	POA	POA	130	
12x12	MJDX1212T	MJDX1212TD	POA	POA	165	

MJ X FEE TEE



3x3	MJDFT0303	MJDFT0303D	POA	POA	45	
4x2	MJDFT0402	MJDFT0402D	219.00	281.00	53	
4x4	MJDFT0404	MJDFT0404D	401.00	481.00	74	
6x3	MJDFT0603	MJDFT0603D	POA	POA	115	
6x4	MJDFT0604	MJDFT0604D	485.00	601.00	109	
6x6	MJDFT0606	MJDFT0606D	514.00	630.00	120	2
8x4	MJDFT0804	MJDFT0804D	744.00	900.00	159	
8x6	MJDFT0806	MJDFT0806D	744.00	900.00	170	2
8x8	MJDFT0808	MJDFT0808D	769.00	925.00	194	2
10x4	MJDFT1004	MJDFT1004D	973.00	1,165.00	229	
10x6	MJDFT1006	MJDFT1006D	944.00	1,136.00	245	12
10x8	MJDFT1008	MJDFT1008D	1,063.00	1,255.00	250	
12x4	MJDFT1204	MJDFT1204D	1,313.00	1,549.00	323	2
12x6	MJDFT1206	MJDFT1206D	1,488.00	1,724.00	320	2
12x8	MJDFT1208	MJDFT1208D	1,408.00	1,639.00	342	2
12x10	MJDFT1210	MJDFT1210D	POA	POA	372	
12x12	MJDFT1212	MJDFT1212D	1,700.00	1,936.00	401	
14x6	MJDFT1406	MJDFT1406D	POA	POA	457	
14x8	MJDFT1408	MJDFT1408D	POA	POA	473	
16x4	MJDFT1604	MJDFT1604D	2,561.00	3,017.00	575	
16x6	MJDFT1606	MJDFT1606D	2,088.00	2,544.00	605	
16x8	MJDFT1608	MJDFT1608D	2,768.00	3,224.00	615	
16x12	MJDFT1612	MJDFT1612D	2,925.00	3,381.00	651	
16x16	MJDFT1616	MJDFT1616D	3,285.00	3,741.00	730	
18x6	MJDFT1806	MJDFT1806D	3,325.00	3,983.00	665	
18x8	MJDFT1808	MJDFT1808D	3,375.00	4,033.00	675	
18x12	MJDFT1812	MJDFT1812D	3,525.00	4,183.00	735	
18x18	MJDFT1818	MJDFT1818D	4,575.00	5,233.00	915	
20x6	MJDFT2006	MJDFT2006D	POA	POA	820	
20x8	MJDFT2008	MJDFT2008D	4,175.00	5,031.00	835	
20x12	MJDFT2012	MJDFT2012D	POA	POA	700	
20x20	MJDFT2020	MJDFT2020D	5,825.00	6,681.00	1165	
24x6	MJDFT2406	MJDFT2406D	5,906.00	7,114.00	1125	
24x8	MJDFT2408	MJDFT2408D	5,985.00	7,193.00	1140	
24x12	MJDFT2412	MJDFT2412D	6,116.00	7,324.00	1165	
24x18	MJDFT2418	MJDFT2418D	POA	POA	1349	
24x24	MJDFT2424	MJDFT2424D	6,946.00	8,154.00	1795	



\*Weights exclude accessories

REGISTERED TRADEMARK OF MCWANE PRODUCTS

MCWANE CORPORATION  
 3000 W. 10TH STREET, TOLEDO, OHIO 44003  
 TEL: 419.522.3009 FAX: 419.522.9000  
 www.mcwane.com

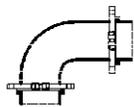


C110 Ductile Iron Full Body Mechanical Joint Fittings

Price List  
MJ FULL BODY

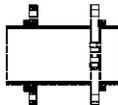
UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
30x6	MJDFT3006	MJDFT3006D	POA	POA	1800	
30x8	MJDFT3008	MJDFT3008D	POA	POA	1725	
30x30	MJDFT3030	MJDFT3030D	16,940.00	18,662.00	3080	
36x6	MJDFT3606	MJDFT3606D	12,936.00	15,966.00	2430	
36x12	MJDH3612	MJDH3612D	14,025.00	17,055.00	2550	
36x18	MJDFT3618	MJDFT3618D	13,475.00	16,505.00	2450	
36x24	MJDFT3624	MJDFT3624D	14,630.00	17,660.00	2660	
36x30	MJDFT3630	MJDFT3630D	POA	POA	2964	
36x36	MJDFT3636	MJDFT3636D	POA	POA	3461	
42x12	MJDFT4212	MJDFT4212D	POA	POA	3547	
42x16	MJDFT4216	MJDFT4216D	POA	POA	3562	
42x24	MJDFT4224	MJDFT4224D	POA	POA	3527	
48x24	MJDFT4824	MJDFT4824D	POA	POA	4965	



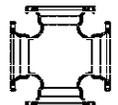
SWIVEL X SWIVEL HYDRANT ELL (W/ 2 SWIVEL GLANDS)

6	MJDHB9006	MJDHB9006D	448.00	N/A	87	
8	MJDHB9008	MJDHB9008D	664.00	N/A	158	



SWIVEL X SOLID HYDRANT ADAPTER (W/ SWIVEL GLAND) - FULL BODY

4x13	MJDHA0413	MJDHA0413D	171.00	N/A	28	60
6x13	MJDHA0613	MJDHA0613D	310.00	N/A	54	
6x18	MJDHA0618	MJDHA0618D	388.00	N/A	68	
6x24	MJDHA0624	MJDHA0624D	447.00	N/A	81	
6x36	MJDHA0636	MJDHA0636D	661.00	N/A	110	
6x48	MJDHA0648	MJDHA0648D	POA	N/A	139	
8x13	MJDHA0813	MJDHA0813D	534.00	N/A	68	27
8x18	MJDHA0818	MJDHA0818D	POA	N/A	88	
8x24	MJDHA0824	MJDHA0824D	POA	N/A	112	
8x48	MJDHA0848	MJDHA0848D	POA	N/A	208	
12x13	MJDHA1213	MJDHA1213D	706.00	N/A	123	12



MJ CROSS

6x6	MJDX0606	MJDX0606D	680.00	912.00	160	8
8x4	MJDX0804	MJDX0804D	786.00	1,022.00	185	
8x6	MJDX0806	MJDX0806D	871.00	1,143.00	205	
8x8	MJDX0808	MJDX0808D	999.00	1,311.00	235	4
10x6	MJDX1006	MJDX1006D	1,211.00	1,519.00	285	
10x8	MJDX1008	MJDX1008D	1,318.00	1,666.00	310	
10x10	MJDX1010	MJDX1010D	1,615.00	1,999.00	380	
12x4	MJDX1204	MJDX1204D	2,190.00	2,506.00	340	
12x6	MJDX1206	MJDX1206D	1,530.00	1,882.00	360	
12x8	MJDX1208	MJDX1208D	1,636.00	2,028.00	385	2
12x12	MJDX1212	MJDX1212D	2,104.00	2,576.00	495	2
14x8	MJDX1408	MJDX1408D	2,025.00	2,503.00	550	
14x14	MJDX1414	MJDX1414D	2,858.00	3,502.00	635	
16x6	MJDX1606	MJDX1606D	2,588.00	3,160.00	575	
16x8	MJDX1608	MJDX1608D	2,723.00	3,335.00	585	
16x12	MJDX1612	MJDX1612D	4,590.00	5,282.00	685	
16x16	MJDX1616	MJDX1616D	3,555.00	4,467.00	790	
18x8	MJDX1808	MJDX1808D	3,275.00	4,089.00	655	
18x10	MJDX1810	MJDX1810D	3,425.00	4,275.00	685	



\*Weights exclude accessories

REGISTERED TRADEMARK OF MCWANE PRODUCTS

MCWANE PRODUCTS  
 25000 MCWANE DRIVE, CLEVELAND, OHIO 44130  
 TEL: (216) 399-3309 FAX: (216) 399-9000  
 www.mcwane.com



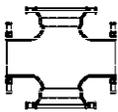
C110 Ductile Iron Full Body Mechanical Joint Fittings

Price List  
MJ FULL BODY

UPL09.02

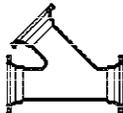
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
18x12	MJDX1812	MJDX1812D	3,625.00	4,519.00	725	
18x18	MJDX1818	MJDX1818D	4,975.00	6,291.00	995	
20x8	MJDX2008	MJDX2008D	3,840.00	4,852.00	790	
20x12	MJDX2012	MJDX2012D	4,190.00	5,282.00	860	
20x16	MJDX2016	MJDX2016D	5,425.00	6,737.00	1085	
20x20	MJDX2020	MJDX2020D	6,040.00	7,752.00	1230	
24x6	MJDX2406	MJDX2406D	7,837.00	9,161.00	1025	
24x8	MJDX2408	MJDX2408D	5,371.00	6,735.00	1045	
24x12	MJDX2412	MJDX2412D	5,828.00	7,272.00	1110	
24x16	MJDX2416	MJDX2416D	6,300.00	7,964.00	1200	
24x20	MJDX2420	MJDX2420D	8,794.00	10,858.00	1675	
24x24	MJDX2424	MJDX2424D	9,508.00	11,924.00	1835	
30x6	MJDX3006	MJDX3006D	9,735.00	11,573.00	1770	
30x12	MJDX3012	MJDX3012D	10,258.00	12,216.00	1865	
30x24	MJDX3024	MJDX3024D	14,713.00	17,643.00	2675	
30x30	MJDX3030	MJDX3030D	16,913.00	20,357.00	3075	
36x24	MJDX3624	MJDX3624D	26,083.00	30,321.00	2910	
36x36	MJDX3636	MJDX3636D	24,035.00	30,095.00	4370	
42x42	MJDX4242	MJDX4242D	68,342.00	78,130.00	7145	

MJ x FE CROSS



6x6	MJDFX0606	MJDFX0606D	598.00	714.00	140	
8x6	MJDFX0806	MJDFX0806D	772.00	928.00	185	
8x8	MJDFX0808	MJDFX0808D	1,044.00	1,200.00	240	
10x10	MJDFX1010	MJDFX1010D	1,530.00	1,722.00	354	
12x6	MJDFX1206	MJDFX1206D	1,558.00	1,794.00	340	
12x8	MJDFX1208	MJDFX1208D	1,584.00	1,820.00	365	
12x12	MJDFX1212	MJDFX1212D	2,022.00	2,258.00	487	
16x6	MJDFX1606	MJDFX1606D	2,948.00	3,404.00	655	
16x16	MJDFX1616	MJDFX1616D	3,938.00	4,394.00	875	

MJ LATERAL



3x3	MJDL0303	MJDL0303D	285.00	378.00	60	
4x4	MJDL0404	MJDL0404D	498.00	548.00	90	
6x4	MJDL0604	MJDL0604D	574.00	730.00	130	12
6x6	MJDL0606	MJDL0606D	638.00	812.00	145	4
8x4	MJDL0804	MJDL0804D	808.00	1,004.00	190	
8x6	MJDL0806	MJDL0806D	871.00	1,085.00	205	4
8x8	MJDL0808	MJDL0808D	956.00	1,190.00	230	4
10x6	MJDL1006	MJDL1006D	1,211.00	1,461.00	285	
10x8	MJDL1008	MJDL1008D	1,296.00	1,566.00	310	
10x10	MJDL1010	MJDL1010D	1,594.00	1,882.00	340	
12x6	MJDL1206	MJDL1206D	1,798.00	2,112.00	425	
12x12	MJDL1212	MJDL1212D	2,274.00	2,628.00	490	
14x6	MJDL1406	MJDL1406D	2,543.00	2,923.00	628	
14x14	MJDL1414	MJDL1414D	4,805.00	5,288.00	645	
16x6	MJDL1606	MJDL1606D	5,342.00	5,856.00	770	
16x8	MJDL1608	MJDL1608D	5,699.00	6,233.00	795	
16x16	MJDL1616	MJDL1616D	4,005.00	4,689.00	1079	
18x8	MJDL1808	MJDL1808D	3,750.00	4,486.00	968	
18x10	MJDL1810	MJDL1810D	5,350.00	6,104.00	975	
18x12	MJDL1812	MJDL1812D	5,650.00	6,426.00	1015	



\*Weights exclude accessories

REGISTERED TRADEMARK OF HCS GROUP PRODUCTS

HCS GROUP PRODUCTS  
HCS GROUP CORPORATION (TOLL FREE) 800 899 3309 (FAX) 251 555 9030  
www.hcs.com



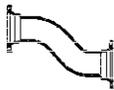
C110 Ductile Iron Full Body Mechanical Joint Fittings

Price List  
MJ FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
18x6	MJDL1816	MJDL1816D	5,750.00	6,636.00	1135	
18x18	MJDL1818	MJDL1818D	6,225.00	7,212.00	1200	
20x10	MJDL2010	MJDL2010D	7,175.00	8,127.00	1220	
20x12	MJDL2012	MJDL2012D	5,750.00	6,724.00	1260	
20x16	MJDL2016	MJDL2016D	6,800.00	7,884.00	1375	
20x20	MJDL2020	MJDL2020D	7,150.00	8,434.00	1525	
24x24	MJDL2424	MJDL2424D	9,014.00	10,826.00	2372	
30x30	MJDL3030	MJDL3030D	20,097.00	22,690.00	3670	
36x24	MJDL3624	MJDL3624D	29,645.00	33,279.00	5851	
36x36	MJDL3636	MJDL3636D	34,843.00	39,388.00	5072	
42x24	MJDL4224	MJDL4224D	40,860.00	46,358.00	6810	
42x30	MJDL4230	MJDL4230D	43,260.00	49,015.00	7280	
42x36	MJDL4236	MJDL4236D	50,130.00	56,539.00	8355	

MJ OFFSET



4x6	MJDO0406	MJDO0406D	632.00	712.00	75	
4x12	MJDO0412	MJDO0412D	383.00	463.00	85	
4x18	MJDO0418	MJDO0418D	473.00	553.00	105	
4x24	MJDO0424	MJDO0424D	567.00	647.00	126	
6x6	MJDO0606	MJDO0606D	468.00	584.00	114	
6x12	MJDO0612	MJDO0612D	574.00	690.00	135	
6x18	MJDO0618	MJDO0618D	701.00	817.00	188	
6x24	MJDO0624	MJDO0624D	829.00	945.00	182	
8x6	MJDO0806	MJDO0806D	680.00	836.00	177	
8x12	MJDO0812	MJDO0812D	850.00	1,006.00	231	
8x18	MJDO0818	MJDO0818D	1,041.00	1,197.00	287	
8x24	MJDO0824	MJDO0824D	1,381.00	1,537.00	280	
10x12	MJDO1012	MJDO1012D	1,063.00	1,255.00	347	
10x18	MJDO1018	MJDO1018D	1,445.00	1,637.00	340	
10x24	MJDO1024	MJDO1024D	1,700.00	1,892.00	420	
12x12	MJDO1212	MJDO1212D	1,785.00	2,021.00	420	
12x18	MJDO1218	MJDO1218D	2,210.00	2,446.00	520	
12x24	MJDO1224	MJDO1224D	2,550.00	2,786.00	649	
16x12	MJDO1612	MJDO1612D	3,405.00	3,861.00	715	
16x18	MJDO1618	MJDO1618D	3,825.00	4,281.00	850	
20x12	MJDO2012	MJDO2012D	5,180.00	6,036.00	1025	
20x18	MJDO2018	MJDO2018D	5,950.00	6,806.00	1362	

MJ x PE OFFSET



4x6	MJDOP0406	MJDOP0406D	367.00	407.00	82	
4x12	MJDOP0412	MJDOP0412D	428.00	468.00	80	
4x24	MJDOP0424	MJDOP0424D	563.00	603.00	125	
6x6	MJDOP0606	MJDOP0606D	512.00	570.00	105	
6x12	MJDOP0612	MJDOP0612D	582.00	640.00	148	
6x18	MJDOP0618	MJDOP0618D	642.00	700.00	182	
6x24	MJDOP0624	MJDOP0624D	799.00	857.00	160	
8x6	MJDOP0806	MJDOP0806D	757.00	835.00	155	
8x12	MJDOP0812	MJDOP0812D	880.00	958.00	195	
8x18	MJDOP0818	MJDOP0818D	1,199.00	1,277.00	284	
8x24	MJDOP0824	MJDOP0824D	1,212.00	1,290.00	285	
10x12	MJDOP1012	MJDOP1012D	1,190.00	1,266.00	280	
10x18	MJDOP1018	MJDOP1018D	1,445.00	1,523.00	340	



\*Weights exclude accessories

REGISTERED TRADEMARK OF MCWANE PRODUCTS

MCWANE PRODUCTS  
 10000 MCWANE DRIVE  
 MCWANE, OHIO 43054  
 TEL: 614.891.3009 FAX: 614.891.3000  
 www.mcwane.com



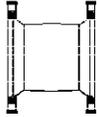
C110 Ductile Iron Full Body Mechanical Joint Fittings

Price List  
MJ FULL BODY

UPL09.02

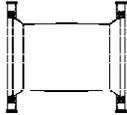
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
12x12	MJDOP1212	MJDOP1212D	2,199.00	2,317.00	420	
12x18	MJDOP1218	MJDOP1218D	2,210.00	2,328.00	520	2
12x24	MJDOP1224	MJDOP1224D	2,678.00	2,796.00	630	
16x18	MJDOP1618	MJDOP1618D	3,735.00	3,963.00	830	

MJ SOLID SLEEVE - SHORT



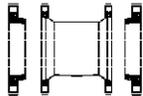
2	MJDSS02	MJDSS02D	85.00	129.00	12	48
3	MJDSS03	MJDSS03D	144.00	206.00	25	
4	MJDSS04	MJDSS04D	158.00	238.00	35	4
6	MJDSS06	MJDSS06D	191.00	307.00	45	4
8	MJDSS08	MJDSS08D	276.00	432.00	65	27
10	MJDSS10	MJDSS10D	361.00	553.00	85	4
12	MJDSS12	MJDSS12D	468.00	704.00	110	12
14	MJDSS14	MJDSS14D	POA	POA	150	
16	MJDSS16	MJDSS16D	843.00	1,299.00	180	
18	MJDSS18	MJDSS18D	1,075.00	1,733.00	215	
20	MJDSS20	MJDSS20D	1,200.00	2,056.00	240	
24	MJDSS24	MJDSS24D	1,944.00	3,152.00	320	
30	MJDSS30	MJDSS30D	4,147.00	5,869.00	745	
36	MJDSS36	MJDSS36D	5,759.00	8,789.00	1049	
42	MJDSS42	MJDSS42D	POA	POA	1115	
48	MJDSS48	MJDSS48D	10,056.00	15,900.00	1385	

MJ SOLID SLEEVE - LONG



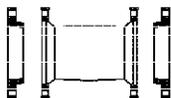
2	MJDLS02	MJDLS02D	117.00	161.00	18	
3	MJDLS03	MJDLS03D	152.00	214.00	30	
4	MJDLS04	MJDLS04D	203.00	283.00	45	24
6	MJDLS06	MJDLS06D	276.00	392.00	65	27
8	MJDLS08	MJDLS08D	361.00	517.00	85	27
10	MJDLS10	MJDLS10D	489.00	681.00	115	12
12	MJDLS12	MJDLS12D	618.00	852.00	145	12
14	MJDLS14	MJDLS14D	1,013.00	1,335.00	195	2
16	MJDLS16	MJDLS16D	1,305.00	1,761.00	235	2
18	MJDLS18	MJDLS18D	1,425.00	2,083.00	285	
20	MJDLS20	MJDLS20D	1,695.00	2,481.00	325	2
24	MJDLS24	MJDLS24D	2,581.00	3,789.00	425	
30	MJDLS30	MJDLS30D	5,941.00	7,663.00	1088	
36	MJDLS36	MJDLS36D	8,030.00	11,060.00	1052	
42	MJDLS42	MJDLS42D	9,300.00	14,194.00	1550	
48	MJDLS48	MJDLS48D	14,820.00	20,664.00	1940	

MJ DUAL PURPOSE SLEEVE - SHORT\*



4	MJDSSDP04A	MJDSSDP04AD	289.00	397.00	35	24
6	MJDSSDP06A	MJDSSDP06AD	336.00	474.00	45	18
8	MJDSSDP08A	MJDSSDP08AD	446.00	630.00	65	

MJ DUAL PURPOSE SOLID SLEEVE - LONG\*



4	MJDSLDP04A	MJDSLDP04AD	338.00	446.00	44	
6	MJDSLDP06A	MJDSLDP06AD	426.00	564.00	63	
8	MJDSLDP08A	MJDSLDP08AD	543.00	727.00	85	
10	MJDSLDP10A	MJDSLDP10AD	722.00	948.00	111	



\*Weights exclude accessories

REGISTERED TRADEMARK OF MCWANE PRODUCTS

MCWANE CORPORATION (TOLL FREE) 800 897 5009 (FAX) 251 555 9000  
www.mcwane.com



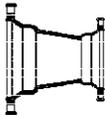
C110 Ductile Iron Full Body Mechanical Joint Fittings

Price List  
MJ FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
12	MJDSLDP12A	MJDSLDP12AD	1,037.00	1,191.00	221	
16	MJDSLDP16A	MJDSLDP16AD	2,189.00	2,533.00	385	

MJ REDUCER



3x2	MJDR0302	MJDR0302D	114.00	167.00	26	60
4x2	MJDR0402	MJDR0402D	140.00	202.00	30	48
4x3	MJDR0403	MJDR0403D	180.00	251.00	40	48
6x2	MJDR0602	MJDR0602D	196.00	276.00	45	24
6x3	MJDR0603	MJDR0603D	234.00	323.00	55	24
6x4	MJDR0604	MJDR0604D	255.00	353.00	60	24
8x3	MJDR0803	MJDR0803D	329.00	438.00	84	
8x4	MJDR0804	MJDR0804D	340.00	458.00	80	16
8x6	MJDR0806	MJDR0806D	404.00	540.00	75	16
10x4	MJDR1004	MJDR1004D	551.00	687.00	105	
10x6	MJDR1006	MJDR1006D	489.00	643.00	115	12
10x8	MJDR1008	MJDR1008D	574.00	748.00	135	12
12x4	MJDR1204	MJDR1204D	574.00	732.00	135	8
12x6	MJDR1206	MJDR1206D	638.00	814.00	150	8
12x8	MJDR1208	MJDR1208D	701.00	897.00	165	8
12x10	MJDR1210	MJDR1210D	833.00	1,047.00	190	8
14x6	MJDR1406	MJDR1406D	900.00	1,119.00	190	4
14x12	MJDR1412	MJDR1412D	1,555.00	1,834.00	230	2
16x6	MJDR1606	MJDR1606D	1,035.00	1,321.00	230	
16x8	MJDR1608	MJDR1608D	1,125.00	1,431.00	250	
16x10	MJDR1610	MJDR1610D	1,260.00	1,584.00	280	
16x12	MJDR1612	MJDR1612D	1,287.00	1,633.00	305	
16x14	MJDR1614	MJDR1614D	1,508.00	1,897.00	335	
18x8	MJDR1808	MJDR1808D	1,475.00	1,882.00	295	
18x10	MJDR1810	MJDR1810D	1,625.00	2,050.00	325	
18x12	MJDR1812	MJDR1812D	1,750.00	2,197.00	350	
18x14	MJDR1814	MJDR1814D	1,900.00	2,390.00	380	
18x16	MJDR1816	MJDR1816D	2,075.00	2,632.00	415	
20x8	MJDR2008	MJDR2008D	2,705.00	3,211.00	345	
20x10	MJDR2010	MJDR2010D	1,875.00	2,399.00	375	
20x12	MJDR2012	MJDR2012D	2,025.00	2,571.00	405	
20x16	MJDR2016	MJDR2016D	2,350.00	3,006.00	470	
20x18	MJDR2018	MJDR2018D	2,440.00	3,197.00	510	
24x12	MJDR2412	MJDR2412D	2,888.00	3,610.00	550	
24x16	MJDR2416	MJDR2416D	3,229.00	4,061.00	615	
24x18	MJDR2418	MJDR2418D	3,465.00	4,398.00	660	
24x20	MJDR2420	MJDR2420D	3,701.00	4,733.00	705	
30x12	MJDR3012	MJDR3012D	4,465.00	5,754.00	920	
30x16	MJDR3016	MJDR3016D	5,418.00	6,507.00	985	
30x18	MJDR3018	MJDR3018D	5,445.00	6,635.00	990	
30x20	MJDR3020	MJDR3020D	5,775.00	7,064.00	1050	
30x24	MJDR3024	MJDR3024D	6,408.00	7,873.00	1165	
36x20	MJDR3620	MJDR3620D	7,975.00	9,918.00	1450	
36x24	MJDR3624	MJDR3624D	8,558.00	10,677.00	1580	
36x30	MJDR3630	MJDR3630D	10,190.00	12,496.00	1855	
42x24	MJDR4224	MJDR4224D	12,360.00	15,411.00	2060	
42x30	MJDR4230	MJDR4230D	14,220.00	17,528.00	2370	
48x30	MJDR4830	MJDR4830D	18,030.00	21,813.00	3450	



\*Weights exclude accessories

REGISTERED TRADEMARK OF MCWANE CORPORATION

MCWANE CORPORATION  
10000 MCWANE DRIVE  
CINCINNATI, OHIO 45240  
TEL: 513-351-3000 FAX: 513-351-9000  
WWW.MCWANE.COM



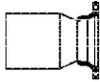
C110 Ductile Iron Full Body Mechanical Joint Fittings

Price List  
MJ FULL BODY

UPL09.02

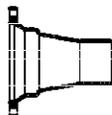
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
---------------	------------------------	--------------------	---------------------------	---------------------------	---------------	----------------

**MJ SMALL END BELL (SEB) REDUCER**



3x2	MJDRS0302	MJDRS0302D	114.00	136.00	14	48
4x2	MJDRS0402	MJDRS0402D	135.00	157.00	18	48
4x3	MJDRS0403	MJDRS0403D	158.00	189.00	35	
6x2	MJDRS0602	MJDRS0602D	183.00	205.00	45	36
6x3	MJDRS0603	MJDRS0603D	213.00	244.00	50	
6x4	MJDRS0604	MJDRS0604D	255.00	295.00	60	
8x3	MJDRS0803	MJDRS0803D	321.00	352.00	77	
8x4	MJDRS0804	MJDRS0804D	340.00	380.00	80	16
8x6	MJDRS0806	MJDRS0806D	383.00	441.00	90	16
10x6	MJDRS1006	MJDRS1006D	489.00	547.00	115	
10x8	MJDRS1008	MJDRS1008D	553.00	631.00	130	
12x4	MJDRS1204	MJDRS1204D	553.00	593.00	130	
12x6	MJDRS1206	MJDRS1206D	616.00	674.00	150	
12x8	MJDRS1208	MJDRS1208D	710.00	788.00	165	12
12x10	MJDRS1210	MJDRS1210D	808.00	904.00	190	
16x8	MJDRS1608	MJDRS1608D	1,035.00	1,113.00	230	
16x12	MJDRS1612	MJDRS1612D	1,283.00	1,401.00	285	
18x12	MJDRS1812	MJDRS1812D	1,625.00	1,743.00	325	
20x12	MJDRS2012	MJDRS2012D	1,875.00	1,993.00	375	
20x16	MJDRS2016	MJDRS2016D	2,175.00	2,403.00	435	
24x12	MJDRS2412	MJDRS2412D	2,678.00	2,796.00	510	
24x16	MJDRS2416	MJDRS2416D	3,019.00	3,247.00	575	
24x18	MJDRS2418	MJDRS2418D	3,255.00	3,584.00	620	
24x20	MJDRS2420	MJDRS2420D	3,491.00	3,919.00	665	
30x16	MJDRS3016	MJDRS3016D	4,131.00	4,359.00	835	
30x18	MJDRS3018	MJDRS3018D	4,868.00	5,197.00	885	
30x20	MJDRS3020	MJDRS3020D	5,198.00	5,626.00	945	
30x24	MJDRS3024	MJDRS3024D	5,830.00	6,434.00	1060	
36x30	MJDRS3630	MJDRS3630D	9,295.00	10,156.00	1690	

**MJ LARGE END BELL (LEB) REDUCER**



3x2	MJDRL0302	MJDRL0302D	114.00	145.00	20	
4x2	MJDRL0402	MJDRL0402D	140.00	180.00	30	
4x3	MJDRL0403	MJDRL0403D	180.00	220.00	40	
6x2	MJDRL0602	MJDRL0602D	200.00	258.00	45	
6x3	MJDRL0603	MJDRL0603D	234.00	292.00	55	
6x4	MJDRL0604	MJDRL0604D	255.00	313.00	60	
8x3	MJDRL0803	MJDRL0803D	278.00	375.00	70	
8x4	MJDRL0804	MJDRL0804D	340.00	418.00	80	
8x6	MJDRL0806	MJDRL0806D	417.00	495.00	90	
10x6	MJDRL1006	MJDRL1006D	489.00	585.00	115	
10x8	MJDRL1008	MJDRL1008D	553.00	649.00	130	
12x6	MJDRL1206	MJDRL1206D	616.00	734.00	145	
12x8	MJDRL1208	MJDRL1208D	803.00	921.00	165	
12x10	MJDRL1210	MJDRL1210D	786.00	904.00	185	
16x12	MJDRL1612	MJDRL1612D	1,373.00	1,601.00	305	
20x16	MJDRL2016	MJDRL2016D	2,225.00	2,653.00	445	
24x16	MJDRL2416	MJDRL2416D	3,124.00	3,726.00	595	



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
MCWANE CORPORATE (TOLL FREE) 800 897 3309 (FAX) 251 555 9000  
www.star-pipe.com





C110 Ductile Iron Full Body Mechanical Joint Fittings

Price List  
MJ FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
36	MJDFA36	MJDFA36D	POA	POA	1070	
42	MJDFA42	MJDFA42D	POA	POA	1505	

MJ PLUG - SOLID



2	MJDP02	MJDP02D	33.00	N/A	5	24
3	MJDP03	MJDP03D	38.00	N/A	10	
4	MJDP04	MJDP04D	72.00	N/A	20	18
6	MJDP06	MJDP06D	111.00	N/A	30	18
8	MJDP08	MJDP08D	200.00	N/A	50	12
10	MJDP10	MJDP10D	276.00	N/A	65	8
12	MJDP12	MJDP12D	374.00	N/A	85	8
14	MJDP14	MJDP14D	338.00	N/A	115	
16	MJDP16	MJDP16D	698.00	N/A	145	2
18	MJDP18	MJDP18D	705.00	N/A	180	
20	MJDP20	MJDP20D	1,125.00	N/A	200	
24	MJDP24	MJDP24D	1,759.00	N/A	290	
30	MJDP30	MJDP30D	3,152.00	N/A	575	
36	MJDP36	MJDP36D	4,483.00	N/A	815	
42	MJDP42	MJDP42D	6,660.00	N/A	1110	
48	MJDP48	MJDP48D	8,730.00	N/A	1455	

MJ PLUG - TAPPED (2" TAP)



3	MJDP03T	MJDP03TD	78.00	N/A	10	
4	MJDP04T	MJDP04TD	112.00	N/A	20	18
6	MJDP06T	MJDP06TD	151.00	N/A	30	120
8	MJDP08T	MJDP08TD	240.00	N/A	50	100
10	MJDP10T	MJDP10TD	316.00	N/A	65	8
12	MJDP12T	MJDP12TD	414.00	N/A	85	40
14	MJDP14T	MJDP14TD	418.00	N/A	115	
16	MJDP16T	MJDP16TD	778.00	N/A	145	
18	MJDP18T	MJDP18TD	785.00	N/A	180	
20	MJDP20T	MJDP20TD	1,205.00	N/A	200	
24	MJDP24T	MJDP24TD	1,839.00	N/A	290	
30	MJDP30T	MJDP30TD	3,252.00	N/A	575	
36	MJDP36T	MJDP36TD	4,585.00	N/A	815	
42	MJDP42T	MJDP42TD	6,760.00	N/A	1110	
48	MJDP48T	MJDP48TD	8,830.00	N/A	1455	

The standard tap size is 2" NPT. For other sizes, please contact Star® Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.

MJ CAP - SOLID



2	MJDC02	MJDC02D	33.00	55.00	5	100
3	MJDC03	MJDC03D	57.00	88.00	12	50
4	MJDC04	MJDC04D	90.00	130.00	20	18
6	MJDC06	MJDC06D	128.00	186.00	30	18
8	MJDC08	MJDC08D	191.00	269.00	45	18
10	MJDC10	MJDC10D	255.00	351.00	60	8
12	MJDC12	MJDC12D	340.00	458.00	80	8
14	MJDC14	MJDC14D	POA	POA	110	2
16	MJDC16	MJDC16D	788.00	1,016.00	155	2



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
MCWANE CORPORATE (TOLL FREE) 800 899 3309 (FAX) 251 555 9000  
www.star-pipe.com



C110 Ductile Iron Full Body Mechanical Joint Fittings

Price List  
MJ FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
18	MJDC18	MJDC18D	875.00	1,204.00	185	2
20	MJDC20	MJDC20D	1,200.00	1,628.00	200	2
24	MJDC24	MJDC24D	1,811.00	2,415.00	300	2
30	MJDC30	MJDC30D	3,245.00	4,106.00	590	
36	MJDC36	MJDC36D	4,654.00	6,069.00	815	
42	MJDC42	MJDC42D	7,080.00	9,527.00	1180	
48	MJDC48	MJDC48D	9,570.00	12,492.00	1595	



MJ CAP - TAPPED (2" TAP)

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
2	MJDC02T	MJDC02TD	73.00	95.00	5	
3	MJDC03T	MJDC03TD	97.00	128.00	12	
4	MJDC04T	MJDC04TD	130.00	170.00	20	
6	MJDC06T	MJDC06TD	168.00	226.00	30	18
8	MJDC08T	MJDC08TD	231.00	309.00	45	18
10	MJDC10T	MJDC10TD	295.00	391.00	60	
12	MJDC12T	MJDC12TD	380.00	498.00	80	8
14	MJDC14T	MJDC14TD	POA	POA	110	
16	MJDC16T	MJDC16TD	868.00	1,096.00	155	
18	MJDC18T	MJDC18TD	955.00	1,284.00	185	
20	MJDC20T	MJDC20TD	1,280.00	1,708.00	200	
24	MJDC24T	MJDC24TD	1,891.00	2,495.00	300	
30	MJDC30T	MJDC30TD	3,345.00	4,206.00	590	
36	MJDC36T	MJDC36TD	4,654.00	6,169.00	815	
42	MJDC42T	MJDC42TD	7,180.00	9,627.00	1180	
48	MJDC48T	MJDC48TD	9,670.00	12,592.00	1595	

The standard tap size is 2" NPT. For other sizes, please contact Star® Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.



\*Weights exclude accessories

& REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-999-3309 (FAX) 281-555-9000  
www.starpipe.com



CX 2359-051

McWane-018173

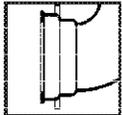
Confidential

<p>WEST COAST (U.S.)          Toll Free: (877) 701-7827          Fax: (951) 878-9561</p>	<p>CENTRAL (U.S.)          Toll Free: (800) 999-3009          Fax: (281) 508-9000</p>	<p>EAST COAST (U.S.)          Toll Free: (888) 941-7827          Fax: (804) 714-2839</p>	<p>CAMBRIDGE (CANADA)          Toll Free: (888) 853-7827          Fax: (519) 550-1553</p>	<p>LAVAT (CANADA)          Toll Free: (877) 477-7176          Fax: (450) 681-8807</p>
--	---	--	---	---

**VERSION: UPL.09.02**  
 EFFECTIVE: MAY 12, 2009  
 (SUPERSEDES ALL PREVIOUS PRICING)

**ANSI/AWWA C153/A21.53**

# **C153 DI COMPACT PUSH-ON FITTINGS**




Price List  
**COMPACT PUSH-ON**

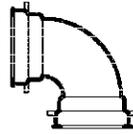


UPL.09.02

**C153 Ductile Iron Compact Push-On Fittings**

item code	ship code	size (IN)	price	weight (LBS)	crf qty.	item code	ship code	size (IN)	price	weight (LBS)	crf qty.
-----------	-----------	-----------	-------	--------------	----------	-----------	-----------	-----------	-------	--------------	----------

STAR PIPE PRODUCTS



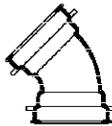
**PO 90° (1/4) BEND**

POB9004		4	135.00	26	48
POB9006		6	225.00	44	48
POB9008		8	353.00	71	18
POB9010		10	527.00	112	8
POB9012		12	774.00	144	8
POB9014		14	1,035.00	254	
POB9016		16	1,391.00	309	2
POB9018		18	2,410.00	482	
POB9020		20	2,709.00	640	
POB9024		24	3,539.00	710	2



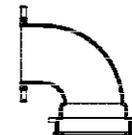
**PO 11 1/4° (1/32) BEND**

POB1104		4	117.00	21	24
POB1106		6	155.00	32	60
POB1108		8	230.00	52	27
POB1110		10	336.00	79	12
POB1112		12	429.00	80	8
POB1114	N	14	810.00	113	
POB1116		16	1,301.00	172	4
POB1118	N	18	1,045.00	209	
POB1120	N	20	1,325.00	265	
POB1124		24	4,098.00	315	2



**PO 45° (1/8) BEND**

POB4504		4	126.00	23	60
POB4506		6	187.00	38	36
POB4508		8	302.00	54	27
POB4510		10	429.00	84	12
POB4512		12	582.00	110	6
POB4514		14	810.00	143	
POB4516		16	1,251.00	261	4
POB4518		18	1,045.00	309	
POB4520		20	1,985.00	397	
POB4524		24	2,583.00	455	



**PO X FLG 90° (1/4) BEND**

POFB9004		4	140.00	35	24
POFB9006		6	242.00	51	24
POFB9008		8	383.00	74	18
POFB9010		10	570.00	130	16
POFB9012		12	854.00	158	16
POFB9014	N	14	716.00	231	
POFB9016		16	1,049.00	233	4



**PO 22 1/2° (1/16) BEND**

POB2204		4	117.00	22	36
POB2206		6	166.00	34	24
POB2208		8	234.00	55	24
POB2210		10	353.00	69	12
POB2212		12	565.00	81	8
POB2214	N	14	810.00	162	
POB2216		16	1,224.00	177	4
POB2218	N	18	1,045.00	209	
POB2220	N	20	2,070.00	414	
POB2224		24	3,129.00	455	



**PO X FLG 45° (1/8) BEND**

POFB4504		4	95.00	21	60
POFB4506		6	204.00	42	36
POFB4508		8	306.00	60	27
POFB4510		10	395.00	93	12
POFB4512		12	659.00	122	8
POFB4514	N	14	729.00	142	
POFB4516	N	16	1,238.00	275	4

[All Fittings Supplied with Push-On Gaskets]

® REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

N: Non-Stock Item - Please call for availability

STAR PIPE PRODUCTS  
 COMPACT PUSH-ON CORPORATION | TOLL FREE 1 800 899 3009 | FAX 201 550 9000  
 www.star-pipe.com | 09/02/17





C153 Ductile Iron Compact Push-On Fittings

UPL09.02

item code	ship code	size (IN)	price	weight (LBS)	crf qty.	item code	ship code	size (IN)	price	weight (LBS)	crf qty.
-----------	-----------	-----------	-------	--------------	----------	-----------	-----------	-----------	-------	--------------	----------

**PO X FLG 22 1/2° (1/16) BEND**

POFB2204		4	\$140.00	25	48
POFB2206		6	174.00	44	36
POFB2208		8	247.00	64	24
POFB2210		10	387.00	90	12
POFB2212		12	655.00	112	8
POFB2214	N	14	783.00	174	
POFB2216	N	16	1,026.00	228	



**PO X PE 11 1/4° (1/32) BEND**

POBP1106	N	6	\$153.00	36	
POBP1108	N	8	234.00	55	



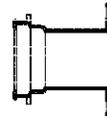
**PO X FLG 11 1/4° (1/32) BEND**

POFB1104		4	\$102.00	24	48
POFB1106		6	174.00	30	36
POFB1108		8	293.00	61	27
POFB1110		10	378.00	80	12
POFB1112		12	561.00	94	8
POFB1114	N	14	765.00	170	
POFB1116	N	16	1,026.00	228	



**PO X FLG ADAPTER**

POFA04		4	\$126.00	22	
POFA06		6	217.00	32	60
POFA08		8	319.00	52	36
POFA10		10	344.00	79	24
POFA12		12	621.00	82	16
POFA14	N	14	779.00	113	
POFA16		16	826.00	193	8
POFA18	N	18	POA	226	
POFA20	N	20	1,475.00	264	
POFA24		24	2,993.00	308	4



**PO X PE 90° (1/4) BEND**

POBP9004	N	4	\$225.00	35	80
POBP9006	N	6	230.00	50	



**PO X PE 45° (1/8) BEND**

POBP4504	N	4	\$99.00	21	
POBP4506	N	6	162.00	38	
POBP4508	N	8	255.00	60	



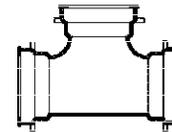
**PO X PE 22 1/2° (1/16) BEND**

POBP2206	N	6	\$149.00	35	
POBP2208	N	8	242.00	57	



**PO TEE**

POT0404		4x4	\$209.00	46	48
POT0604		6x4	236.00	58	24
POT0606		6x6	287.00	66	24
POT0804		8x4	340.00	93	16
POT0806		8x6	366.00	103	16
POT0808		8x8	434.00	109	18
POT1004		10x4	434.00	95	16
POT1006		10x6	595.00	129	12
POT1008		10x8	612.00	141	6
POT1010		10x10	599.00	145	8
POT1204		12x4	548.00	115	12
POT1206		12x6	608.00	164	8
POT1208		12x8	778.00	166	8
POT1210		12x10	663.00	175	4
POT1212		12x12	854.00	193	4
POT1406	N	14x6	788.00	176	
POT1410	N	14x10	878.00	195	
POT1412	N	14x12	882.00	196	
POT1414		14x14	1,755.00	209	



(more)

[All Fittings Supplied with Push-On Gaskets]



N: Non-Stock Item - Please call for availability

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

HOUSTON CORPORATE (TOLL FREE) 800 999 3209 (FAX) 281 555 9000  
www.starpipe.com

STAR PIPE PRODUCTS

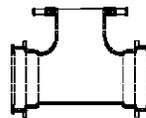
Price List  
**COMPACT PUSH-ON**



UPL.09.02

**C153 Ductile Iron Compact Push-On Fittings**

item code	ship code	size (IN)	price	weight (LBS)	crf qty.	item code	ship code	size (IN)	price	weight (LBS)	crf qty.
<b>PO TEE (Con't)</b>						<b>PO X FLG TEE (Con't)</b>					
POT1606		16x6	1,377.00	231	2	POFT1010		10x10	701.00	165	8
POT1608		16x8	1,584.00	265	4	POFT1204		12x4	604.00	125	12
POT1610	N	16x10	1,589.00	232		POFT1206		12x6	672.00	135	8
POT1612		16x12	1,728.00	300	4	POFT1208		12x8	672.00	155	8
POT1614	N	16x14	1,571.00	349		POFT1210		12x10	689.00	142	4
POT1616		16x16	2,273.00	261	4	POFT1212		12x12	1,067.00	210	4
POT1806	N	18x6	1,625.00	348		POFT1406	N	14x6	1,112.00	212	
POT1808	N	18x8	1,720.00	325		POFT1408	N	14x8	POA	265	
POT1810	N	18x10	1,710.00	344		POFT1410	N	14x10	1,107.00	246	
POT1812		18x12	2,721.00	344		POFT1412	N	14x12	1,332.00	296	
POT1814	N	18x14	1,810.00	342		POFT1414	N	14x14	1,445.00	321	
POT1816	N	18x16	1,775.00	362		POFT1606		16x6	1,377.00	236	8
POT1818		18x18	3,242.00	377		POFT1608		16x8	1,733.00	269	8
POT2006	N	20x6	1,845.00	365		POFT1610	N	16x10	1,485.00	330	
POT2010	N	20x10	1,845.00	369		POFT1612		16x12	1,445.00	348	4
POT2012		20x12	1,880.00	425		POFT1614	N	16x14	1,539.00	342	
POT2014	N	20x14	2,420.00	484		POFT1616		16x16	1,598.00	355	4
POT2016		20x16	3,050.00	510		POFT1806	N	18x6	1,505.00	301	
POT2018	N	20x18	2,695.00	539		POFT1808	N	18x8	1,595.00	319	
POT2020		20x20	3,904.00	564		POFT1810	N	18x10	1,685.00	337	
POT2406		24x6	2,447.00	450		POFT1814	N	18x14	1,965.00	393	
POT2408		24x8	4,026.00	492		POFT1816	N	18x16	2,100.00	420	
POT2410	N	24x10	2,510.00	478		POFT2006	N	20x6	1,705.00	341	
POT2412		24x12	3,481.00	541		POFT2010	N	20x10	2,100.00	420	
POT2414		24x14	2,846.00	542		POFT2014	N	20x14	2,370.00	474	
POT2416	N	24x16	2,972.00	566		POFT2016	N	20x16	2,490.00	498	
POT2418		24x18	3,113.00	593	2	POFT2018	N	20x18	POA	528	
POT2420	N	24x20	3,297.00	628		POFT2406		24x6	2,688.00	512	
POT2424		24x24	4,641.00	884		POFT2408	N	24x8	POA	594	
						POFT2410	N	24x10	2,457.00	466	
						POFT2412	N	24x12	2,641.00	503	
						POFT2414	N	24x14	2,788.00	531	
						POFT2416	N	24x16	2,914.00	555	



**PO X FLG TEE**

POFT0404		4x4	\$218.00	42	24
POFT0604		6x4	266.00	59	24
POFT0606		6x6	298.00	67	24
POFT0804		8x4	357.00	79	18
POFT0806		8x6	404.00	85	18
POFT0808		8x8	480.00	105	18
POFT1004		10x4	476.00	97	18
POFT1006		10x6	523.00	102	8
POFT1008		10x8	629.00	128	8

(more)

*[All Fittings Supplied with Push-On Gaskets]*

® REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
 MCWANE CORPORATION | TOLL FREE 1 800 899 3009 | FAX 201 593 9000  
 WWW.MCWANE.COM

N: Non-Stock Item - Please call for availability



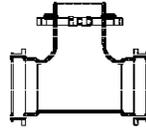


C153 Ductile Iron Compact Push-On Fittings

UPL09.02

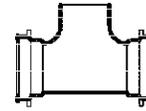
item code	ship code	size (IN)	price	weight (LBS)	crf qty.	item code	ship code	size (IN)	price	weight (LBS)	crf qty.
-----------	-----------	-----------	-------	--------------	----------	-----------	-----------	-----------	-------	--------------	----------

**PO X SWIVEL TEE**



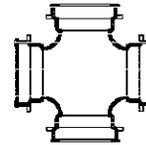
POTH0606		6x6	\$298.00	65	24
POTH0806		8x6	425.00	100	18
POTH0808	N	8x8	468.00	110	
POTH1006	N	10x6	553.00	130	
POTH1008	N	10x8	663.00	156	
POTH1206		12x6	689.00	162	8
POTH1208	N	12x8	672.00	158	
POTH1406	N	14x6	909.00	202	
POTH1606	N	16x6	1,031.00	229	2
POTH1608	N	16x8	1,314.00	292	
POTH1806	N	18x6	1,740.00	348	
POTH1808	N	18x8	1,620.00	324	
POTH2006	N	20x6	2,000.00	400	
POTH2406	N	24x6	2,756.00	525	48

**PO X PE TEE**



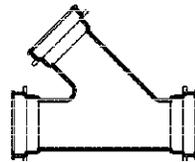
POPT0606		6x6	\$275.00	60	24
POPT0806		8x6	420.00	80	8
POPT1206		12x6	595.00	140	8

**PO CROSS**



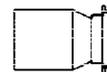
POX0404		4x4	\$185.00	56	
POX0604	N	6x4	315.00	69	
POX0606		6x6	519.00	83	12
POX0804	N	8x4	557.00	117	
POX0806		8x6	619.00	115	12
POX0808		8x8	POA	128	12
POX1004	N	10x4	POA	116	
POX1006	N	10x6	825.00		
POX1008	N	10x8	POA	159	
POX1010	N	10x10	1,105.00	165	
POX1208		12x8	851.00	197	8
POX1210	N	12x10	918.00	195	
POX1212	N	12x12	999.00	241	
POX1406	N	14x6	1,076.00	189	
POX1408	N	14x8	1,215.00	204	
POX1410	N	14x10	1,053.00	222	
POX1412	N	14x12	1,454.00	239	
POX1414	N	14x14	1,206.00	270	
POX1606	N	16x6	1,233.00	234	
POX1608	N	16x8	1,449.00	323	
POX1610	N	16x10	1,427.00	268	
POX1612	N	16x12	POA	274	
POX1614	N	16x14	POA	322	
POX1616	N	16x16	POA	317	
POX2424	N	24x24	POA	1178	

**PO LATERAL**



POL0404	N	4x4	\$182.00	53	
POL0604		6x4	423.00	76	8
POL0606		6x6	522.00	85	8
POL0804		8x4	523.00	89	
POL0806		8x6	721.00	120	8
POL0808		8x8	860.00	125	8
POL1004	N	10x4	599.00	141	
POL1006	N	10x6	655.00	151	
POL1008	N	10x8	680.00	175	
POL1010		10x10	723.00	200	4
POL1204	N	12x4	757.00	176	
POL1206	N	12x6	1,003.00	201	
POL1208	N	12x8	1,101.00	224	
POL1210	N	12x10	1,199.00	240	
POL1212		12x12	1,335.00	289	
POL1406	N	14x6	1,062.00	236	
POL1408	N	14x8	1,148.00	255	
POL1410	N	14x10	1,463.00	325	
POL1414	N	14x14	2,138.00	475	
POL1606	N	16x6	1,265.00	281	
POL1608	N	16x8	1,368.00	304	
POL1612	N	16x12	1,557.00	346	
POL1616	N	16x16	1,710.00	380	

**PO SMALL END BELL (SEB) REDUCER**



PORS0604	N	6x4	\$191.00	45	
PORS0806	N	8x6	183.00	44	
PORS1206	N	12x6	298.00	58	
PORS1208	N	12x8	340.00	81	

[All Fittings Supplied with Push-On Gaskets]



N: Non-Stock Item - Please call for availability

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

HOUSTON CORPORATE (TOLL FREE) 1-800-999-3209 (TX) 281-555-9000  
www.starpipe.com

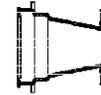
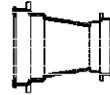
Price List  
**COMPACT PUSH-ON**



UPL.09.02

**C153 Ductile Iron Compact Push-On Fittings**

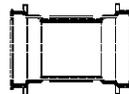
item code	ship code	size (IN)	price	weight (LBS)	crf qty.	item code	ship code	size (IN)	price	weight (LBS)	crf qty.
<b>PO REDUCER (CONCENTRIC)</b>						<b>PO X FLG REDUCER</b>					
POR0604		6x4	\$142.00	23	50	POFR0403	N	4x3	\$166.00	23	
POR0804		8x4	198.00	49	48	POFR0604		6x4	196.00	32	16
POR0806		8x6	210.00	52	48	POFR0804		8x4	247.00	46	16
POR1004	N	10x4	225.00	53		POFR0806		8x6	234.00	47	16
POR1006		10x6	315.00	54	12	POFR1004	N	10x4	231.00	55	
POR1008		10x8	361.00	84	18	POFR1006		10x6	306.00	59	12
POR1204	N	12x4	310.00	55		POFR1008		10x8	332.00	61	16
POR1206		12x6	378.00	89	18	POFR1204	N	12x4	320.00	78	
POR1208		12x8	351.00	96	18	POFR1206		12x6	315.00	86	8
POR1210		12x10	451.00	82	12	POFR1208		12x8	404.00	91	8
POR1406	N	14x6	378.00	84		POFR1210	N	12x10	545.00	95	
POR1408	N	14x8	383.00	85		POFR1406	N	14x6	576.00	121	
POR1410	N	14x10	392.00	87		POFR1408	N	14x8	572.00	128	
POR1412	N	14x12	468.00	104		POFR1410	N	14x10	648.00	127	
POR1606		16x6	716.00	144	4	POFR1412	N	14x12	599.00	144	
POR1608		16x8	743.00	141	4	POFR1606	N	16x6	635.00	133	
POR1610	N	16x10	665.00	145		POFR1608	N	16x8	711.00	141	
POR1612		16x12	774.00	135	4	POFR1610	N	16x10	774.00	158	
POR1614	N	16x14	626.00	139		POFR1612	N	16x12	882.00	172	
POR1808	N	18x8	710.00	142		POFR1614	N	16x14	785.00	196	
POR1810	N	18x10	755.00	151		POFR1808	N	18x8	875.00	157	
POR1812	N	18x12	835.00	167		POFR1810	N	18x10	1,075.00	175	
POR1814	N	18x14	1,085.00	217		POFR1812	N	18x12	1,170.00	215	
POR1816	N	18x16	1,010.00	202		POFR1814	N	18x14	1,230.00	234	
POR2010	N	20x10	900.00	180		POFR1816	N	18x16	1,170.00	246	
POR2012	N	20x12	1,025.00	205		POFR2010	N	20x10	1,245.00	234	
POR2014	N	20x14	1,165.00	233		POFR2014	N	20x14	1,360.00	249	
POR2016	N	20x16	1,250.00	250		POFR2016	N	20x16	1,376.00	272	
POR2018	N	20x18	1,240.00	248		POFR2412	N	24x12	1,654.00	262	
POR2412		24x12	1,292.00	337		POFR2414	N	24x14	POA	315	
POR2414	N	24x14	1,475.00	339		POFR2416	N	24x16	1,722.00	328	
POR2416		24x16	1,995.00	340							
POR2418	N	24x18	2,048.00	390							
POR2420	N	24x20	2,210.00	421							



STAR PIPE PRODUCTS

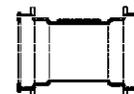
**PO TAPPED CROSS (2" TAP ONLY)**

POX040T	N	4	\$174.00	27	
POX060T	N	6	215.00	38	
POX080T	N	8	291.00	59	
POX1010T	N	10	329.00	72	
POX1212	N	12	427.00	92	



**PO TEE - TAPPED (2" TAP ONLY)**

POT04T	N	4	\$144.00	27	
POT06T	N	6	185.00	38	24
POT08T	N	8	261.00	59	15
POT10T	N	10	299.00	72	
POT12T	N	12	397.00	92	



The standard tap size is 2" NPT. For other sizes, please contact Star® Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.

The standard tap size is 2" NPT. For other sizes, please contact Star® Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.

[All Fittings Supplied with Push-On Gaskets]

® REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

N: Non-Stock Item - Please call for availability

STAR PIPE PRODUCTS  
 HEADQUARTERS: 10000 Corporate Blvd, Freeport, NY 11520  
 (516) 431-1000 FAX: (516) 431-1001





C153 Ductile Iron Compact Push-On Fittings

UPL09.02

item code	ship code	size (IN)	price	weight (LBS)	crt qty.	item code	ship code	size (IN)	price	weight (LBS)	crt qty.
-----------	-----------	-----------	-------	--------------	----------	-----------	-----------	-----------	-------	--------------	----------

**PO PLUG - SOLID**



POP04		4	\$54.00	10	100
POP06		6	85.00	18	60
POP08		8	115.00	25	60
POP10		10	153.00	34	45
POP12		12	185.00	45	45
POP14		14	529.00	74	
POP16		16	692.00	86	8
POP18	N	18	POA	120	
POP20	N	20	POA	145	
POP24		24	1,724.00	204	4

**PO CAP - SOLID**



POC04		4	\$63.00	10	100
POC06		6	87.00	18	64
POC08		8	140.00	25	96
POC10		10	204.00	34	36
POC12		12	249.00	45	74
POC14	N	14	POA	70	
POC16		16	789.00	98	12
POC18	N	18	POA	120	
POC20	N	20	POA	150	
POC24		24	.00	216	4

**PO PLUG - TAPPED (2" TAP)**



POP04T		4	\$94.00	10	100
POP06T		6	125.00	18	60
POP08T		8	165.00	25	96
POP10T		10	193.00	34	45
POP12T		12	225.00	45	45
POP14T	N	14	POA	74	
POP16T		16	663.00	86	8
POP18T	N	18	POA	120	
POP20T	N	20	POA	145	
POP24T		24	1,804.00	204	4

**PO CAP - TAPPED (2" TAP)**



POC04T		4	\$103.00	10	100
POC06T		6	127.00	18	64
POC08T		8	180.00	25	96
POC10T		10	244.00	34	60
POC12T		12	289.00	45	24
POC14T	N	14	POA	70	
POC16T		16	920.00	98	12
POC18T	N	18	POA	120	
POC20T	N	20	POA	150	
POC24T		24	.00	216	4

The standard tap size is 2" NPT. For other sizes, please contact Star<sup>®</sup> Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.

The standard tap size is 2" NPT. For other sizes, please contact Star<sup>®</sup> Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.

**PUSH ON TRANSITION GASKET**



POGAST04	N	4	\$35.00	.4	
POGAST06	N	6	38.00	.6	
POGAST08	N	8	66.00	.7	
POGAST10	N	10	81.00	.9	
POGAST12	N	12	110.00	1	

**PUSH ON GASKET**



POGAS04		4	\$9.50	.4	102
POGAS06		6	10.50	.6	60
POGAS08		8	15.00	.7	45
POGAS10		10	23.00	.9	35
POGAS12		12	25.00	1	24
POGAS14		14	47.00	1.3	10
POGAS16		16	54.00	1.45	10
POGAS18		18	78.00	3.32	10
POGAS20		20	82.00	3.55	10
POGAS24		24	88.00	4.4	5

[All Fittings Supplied with Push-On Gaskets]



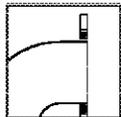
N: Non-Stock Item - Please call for availability

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
HOUSTON CORPORATE TOWER, FREE 1 900 999 3209 (TAX 281 555 9000)  
www.starpipeproducts.com

STAR PIPE PRODUCTS





# C110 DI FLANGED FITTINGS

**ANSI/AWWA C110/A21.10**

version: **UPL.09.02**  
EFFECTIVE: MAY 12, 2009  
(SUPERSEDES ALL PREVIOUS PRICING)

<b>WEST COAST (U.S.)</b> Toll Free: (877) 701-7827 Fax: (951) 898-9561	<b>CENTRAL (U.S.)</b> Toll Free: (800) 999-3009 Fax: (281) 558-9000	<b>EAST COAST (U.S.)</b> Toll Free: (888) 941-7827 Fax: (904) 714-2839	<b>CAMBRIDGE (CANADA)</b> Toll Free: (888) 893-7827 Fax: (519) 650-1553	<b>LAVAL (CANADA)</b> Toll Free: (877) 477-7116 Fax: (450) 681-3807
--	---	--	---	---



McWane Products  
4018 McWane Parkway  
Houston, Texas 77067  
[www.mcwane.com/usa/en](http://www.mcwane.com/usa/en)

McWane Products (Canada)  
2011 27th Street, Red Deer  
Alberta T4N 1Z8, Canada  
Tel: (403) 271-8000 Fax:

Confidential

McWane-018181

CX 2359-059

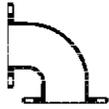


C110 Ductile Iron Flanged Full Body Fittings

Price List  
FLANGED FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
---------------	------------------------	--------------------	---------------------------	---------------	----------------



90° (1/4) BEND FLANGED

2	FBD9002	FBD9002D	104.00	14	45
3	FBD9003	FBD9003D	136.00	25	48
4	FBD9004	FBD9004D	203.00	45	36
5	FBD9005	FBD9005D	POA	60	
6	FBD9006	FBD9006D	300.00	65	24
8	FBD9008	FBD9008D	492.00	105	12
10	FBD9010	FBD9010D	768.00	165	8
12	FBD9012	FBD9012D	984.00	235	4
14	FBD9014	FBD9014D	1336.00	290	2
16	FBD9016	FBD9016D	1687.00	370	2
18	FBD9018	FBD9018D	2282.00	450	
20	FBD9020	FBD9020D	2844.00	580	
24	FBD9024	FBD9024D	5235.00	900	
30	FBD9030	FBD9030D	7675.00	1430	
36	FBD9036	FBD9036D	11980.00	2135	
42	FBD9042	FBD9042D	18330.00	3055	
48	FBD9048	FBD9048D	24570.00	4095	
54	FBD9054	FBD9054D	POA	3740	
60	FBD9060	FBD9060D	POA	6745	



45° (1/8) BEND FLANGED

2	FBD4502	FBD4502D	101.00	12	32
3	FBD4503	FBD4503D	105.00	20	32
4	FBD4504	FBD4504D	181.00	40	24
5	FBD4505	FBD4505D	POA	50	
6	FBD4506	FBD4506D	264.00	55	12
8	FBD4508	FBD4508D	407.00	90	12
10	FBD4510	FBD4510D	647.00	130	8
12	FBD4512	FBD4512D	829.00	195	4
14	FBD4514	FBD4514D	1042.00	220	2
16	FBD4516	FBD4516D	1324.00	280	2
18	FBD4518	FBD4518D	1625.00	325	
20	FBD4520	FBD4520D	2425.00	430	
24	FBD4524	FBD4524D	3803.00	630	
30	FBD4530	FBD4530D	6160.00	1120	
36	FBD4536	FBD4536D	9653.00	1755	
42	FBD4542	FBD4542D	15600.00	2600	
48	FBD4548	FBD4548D	21480.00	3580	



22 1/2° (1/16) BEND FLANGED

2	FBD2202	FBD2202D	POA	12	
3	FBD2203	FBD2203D	95.00	20	12
4	FBD2204	FBD2204D	179.00	40	12
6	FBD2206	FBD2206D	253.00	55	12
8	FBD2208	FBD2208D	398.00	90	12
10	FBD2210	FBD2210D	618.00	130	4
12	FBD2212	FBD2212D	890.00	195	4
14	FBD2214	FBD2214D	1013.00	220	2
16	FBD2216	FBD2216D	1349.00	280	
18	FBD2218	FBD2218D	1675.00	325	
20	FBD2220	FBD2220D	2175.00	430	



\*Weights exclude accessories

REGISTERED TRADEMARK OF MCWANE PRODUCTS

MCWANE CORPORATE (TOLL FREE) 800 899 5009 (FAX) 251 555 9000  
www.mcwane.com



C110 Ductile Iron Flanged Full Body Fittings

Price List  
FLANGED FULL BODY

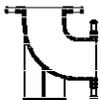
UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
24	FBD2224	FBD2224D	3680.00	630	
30	FBD2230	FBD2230D	6243.00	1120	
36	FBD2236	FBD2236D	9845.00	1755	
42	FBD2242	FBD2242D	15990.00	2665	
48	FBD2248	FBD2248D	21990.00	3665	



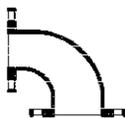
11 1/4° (1/32) BEND FLANGED

2	FBD1102	FBD1102D	POA	12	
3	FBD1103	FBD1103D	95.00	20	12
4	FBD1104	FBD1104D	179.00	40	12
6	FBD1106	FBD1106D	262.00	55	9
8	FBD1108	FBD1108D	403.00	90	9
10	FBD1110	FBD1110D	574.00	135	8
12	FBD1112	FBD1112D	871.00	195	4
14	FBD1114	FBD1114D	1052.00	220	
16	FBD1116	FBD1116D	1283.00	280	2
18	FBD1118	FBD1118D	1675.00	325	2
20	FBD1120	FBD1120D	2175.00	430	
24	FBD1124	FBD1124D	3866.00	630	
30	FBD1130	FBD1130D	6325.00	1140	
36	FBD1136	FBD1136D	9928.00	1800	
42	FBD1142	FBD1142D	16080.00	2680	
48	FBD1148	FBD1148D	22170.00	3695	



90° (1/4) BASE BEND FLANGED

3	FBBD9003	FBBD9003D	166.00	35	18
4	FBBD9004	FBBD9004D	248.00	55	16
6	FBBD9006	FBBD9006D	396.00	85	9
8	FBBD9008	FBBD9008D	675.00	145	9
10	FBBD9010	FBBD9010D	893.00	210	4
12	FBBD9012	FBBD9012D	1288.00	300	4
14	FBBD9014	FBBD9014D	1620.00	360	2
16	FBBD9016	FBBD9016D	2003.00	445	
18	FBBD9018	FBBD9018D	2825.00	565	
20	FBBD9020	FBBD9020D	3610.00	700	
24	FBBD9024	FBBD9024D	5923.00	1030	
30	FBBD9030	FBBD9030D	8938.00	1625	
36	FBBD9036	FBBD9036D	13118.00	2385	
42	FBBD9042	FBBD9042D	20790.00	3625	
48	FBBD9048	FBBD9048D	27660.00	4610	
54	FBBD9054	FBBD9054D	POA	4415	



90° (1/4) REDUCING BEND FLANGED

4x3	FBRD900403	FBRD900403D	131.00	38	24
6x4	FBRD900604	FBRD900604D	234.00	55	24
8x4	FBRD900804	FBRD900804D	319.00	80	9
8x5	FBRD900805	FBRD900805D	513.00	97	20
8x6	FBRD900806	FBRD900806D	361.00	90	12
10x4	FBRD901004	FBRD901004D	762.00	120	4
10x6	FBRD901006	FBRD901006D	574.00	125	4
10x8	FBRD901008	FBRD901008D	638.00	150	8
12x6	FBRD901206	FBRD901206D	680.00	165	4



\*Weights exclude accessories

REGISTERED TRADEMARK OF MCWANE PRODUCTS

MCWANE PRODUCTS  
CORPORATE (TOLL FREE) 800 399 5009 (FAX) 251 555 9000  
www.mcwane.com



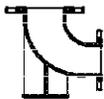
C110 Ductile Iron Flanged Full Body Fittings

Price List  
FLANGED FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
12x8	FBRD901208	FBRD901208D	765.00	190	4
12x10	FBRD901210	FBRD901210D	893.00	220	4
14x6	FBRD901406	FBRD901406D	1514.00	190	
14x8	FBRD901408	FBRD901408D	1835.00	200	2
14x10	FBRD901410	FBRD901410D	2222.00	279	2
14x12	FBRD901412	FBRD901412D	2466.00	284	2
16x6	FBRD901606	FBRD901606D	2046.00	220	
16x8	FBRD901608	FBRD901608D	2251.00	240	2
16x10	FBRD901610	FBRD901610D	2535.00	280	2
16x12	FBRD901612	FBRD901612D	2912.00	310	2
16x14	FBRD901614	FBRD901614D	3286.00	330	
18x6	FBRD901806	FBRD901806D	2831.00	260	
18x8	FBRD901808	FBRD901808D	2653.00	280	
18x10	FBRD901810	FBRD901810D	3081.00	320	
18x12	FBRD901812	FBRD901812D	3319.00	350	
18x14	FBRD901814	FBRD901814D	3499.00	370	
18x16	FBRD901816	FBRD901816D	4465.00	410	
20x6	FBRD902006	FBRD902006D	3117.00	320	
20x8	FBRD902008	FBRD902008D	3384.00	345	
20x10	FBRD902010	FBRD902010D	3774.00	385	
20x12	FBRD902012	FBRD902012D	3508.00	415	
20x14	FBRD902014	FBRD902014D	3758.00	491	
20x16	FBRD902016	FBRD902016D	4008.00	475	
20x18	FBRD902018	FBRD902018D	4384.00	515	
24x6	FBRD902406	FBRD902406D	4937.00	480	
24x8	FBRD902408	FBRD902408D	5087.00	505	
24x10	FBRD902410	FBRD902410D	5536.00	545	
24x12	FBRD902412	FBRD902412D	5076.00	575	
24x14	FBRD902414	FBRD902414D	5206.00	595	
24x16	FBRD902416	FBRD902416D	5544.00	635	
24x18	FBRD902418	FBRD902418D	5897.00	675	
24x20	FBRD902420	FBRD902420D	6507.00	698	
30x12	FBRD903012	FBRD903012D	8960.00	840	
30x14	FBRD903014	FBRD903014D	9017.00	860	
30x16	FBRD903016	FBRD903016D	9345.00	900	
30x18	FBRD903018	FBRD903018D	8487.00	940	
30x20	FBRD903020	FBRD903020D	9129.00	1005	
30x24	FBRD903024	FBRD903024D	10484.00	1185	
36x20	FBRD903620	FBRD903620D	14227.00	1360	
36x24	FBRD903624	FBRD903624D	16596.00	1520	
36x30	FBRD903630	FBRD903630D	20041.00	1785	
42x30	FBRD904230	FBRD904230D	18548.00	2245	
48x42	FBRD904842	FBRD904842D	28964.00	3580	

90° (1/4) REDUCING BASE BEND FLANGED (W/ BASE UNDER LARGE END)\*



4x3	FBBLD900403	FBBLD900403D	195.00	45	
6x4	FBBLD900604	FBBLD900604D	319.00	75	24
8x4	FBBLD900804	FBBLD900804D	489.00	115	
8x6	FBBLD900806	FBBLD900806D	553.00	135	
10x6	FBBLD901006	FBBLD901006D	745.00	170	
10x8	FBBLD901008	FBBLD901008D	832.00	195	4



\*Weights exclude accessories

REGISTERED TRADEMARK OF MCWANE PRODUCTS

MCWANE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 800-899-5009 (FAX) 281-555-9000  
www.mcwane.com



C110 Ductile Iron Flanged Full Body Fittings

Price List  
FLANGED FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
12x6	FBBLD901206	FBBLD901206D	978.00	230	4
12x8	FBBLD901208	FBBLD901208D	1084.00	255	2
12x10	FBBLD901210	FBBLD901210D	1211.00	285	2

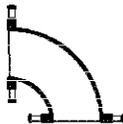
\*Additional size reductions can be furnished.



90° (1/4) REDUCING BASE BEND FLANGED (W/ BASE UNDER SMALL END)\*

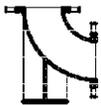
4x3	FBBSD900403	FBBSD900403D	203.00	45	
6x4	FBBSD900604	FBBSD900604D	319.00	75	
8x4	FBBSD900804	FBBSD900804D	502.00	115	48
8x6	FBBSD900806	FBBSD900806D	553.00	135	
10x6	FBBSD901006	FBBSD901006D	723.00	170	
10x8	FBBSD901008	FBBSD901008D	782.00	195	
12x6	FBBSD901206	FBBSD901206D	978.00	230	
12x8	FBBSD901208	FBBSD901208D	1084.00	255	
12x10	FBBSD901210	FBBSD901210D	1211.00	285	

\*Additional size reductions can be furnished.



90° (1/4) LONG RADIUS BEND FLANGED

3	FBLRD9003	FBLRD9003D	143.00	30	24
4	FBLRD9004	FBLRD9004D	225.00	50	24
5	FBLRD9005	FBLRD9005D	POA	75	
6	FBLRD9006	FBLRD9006D	389.00	80	12
8	FBLRD9008	FBLRD9008D	647.00	140	9
10	FBLRD9010	FBLRD9010D	914.00	215	4
12	FBLRD9012	FBLRD9012D	1381.00	325	2
14	FBLRD9014	FBLRD9014D	1733.00	580	
16	FBLRD9016	FBLRD9016D	2273.00	740	
18	FBLRD9018	FBLRD9018D	4166.00	840	
20	FBLRD9020	FBLRD9020D	5400.00	928	
24	FBLRD9024	FBLRD9024D	9703.00	1640	
30	FBLRD9030	FBLRD9030D	15944.00	2105	
36	FBLRD9036	FBLRD9036D	25469.00	3285	
42	FBLRD9042	FBLRD9042D	45885.00	4865	
48	FBLRD9048	FBLRD9048D	59610.00	7800	



90° (1/4) LONG RADIUS BASE BEND FLANGED

3	FBBLRD9003	FBBLRD9003D	195.00	38	
4	FBBLRD9004	FBBLRD9004D	270.00	60	
6	FBBLRD9006	FBBLRD9006D	391.00	100	
8	FBBLRD9008	FBBLRD9008D	850.00	180	
10	FBBLRD9010	FBBLRD9010D	1169.00	315	
12	FBBLRD9012	FBBLRD9012D	1772.00	427	
14	FBBLRD9014	FBBLRD9014D	2610.00	400	
16	FBBLRD9016	FBBLRD9016D	3870.00	525	48
18	FBBLRD9018	FBBLRD9018D	6182.00	750	
20	FBBLRD9020	FBBLRD9020D	7797.00	875	
24	FBBLRD9024	FBBLRD9024D	11849.00	1250	
30	FBBLRD9030	FBBLRD9030D	20380.00	2400	
36	FBBLRD9036	FBBLRD9036D	31835.00	3690	
42	FBBLRD9042	FBBLRD9042D	50335.00	5515	
48	FBBLRD9048	FBBLRD9048D	67784.00	7635	



\*Weights exclude accessories

REGISTERED TRADEMARK OF MCWANE CAST IRON PRODUCTS

MCWANE CAST IRON PRODUCTS  
 HOUSTON CORPORATE (TOLL FREE) 800 899 5009 (FAX) 281 555 9000  
 www.mcwanecorp.com

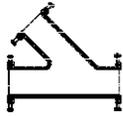


C110 Ductile Iron Flanged Full Body Fittings

Price List  
FLANGED FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
<b>LATERAL FLANGED*</b>					
3x3	FYD0303	FYD0303D	214.00	45	12
4x3	FYD0403	FYD0403D	293.00	65	12
4x4	FYD0404	FYD0404D	345.00	75	12
6x4	FYD0604	FYD0604D	489.00	105	4
6x6	FYD0606	FYD0606D	525.00	120	8
8x4	FYD0804	FYD0804D	765.00	165	4
8x6	FYD0806	FYD0806D	768.00	175	8
8x8	FYD0808	FYD0808D	862.00	200	6
10x4	FYD1004	FYD1004D	1105.00	240	4
10x6	FYD1006	FYD1006D	1148.00	250	4
10x8	FYD1008	FYD1008D	1254.00	335	4
10x10	FYD1010	FYD1010D	1359.00	335	2
12x4	FYD1204	FYD1204D	1615.00	350	
12x6	FYD1206	FYD1206D	1679.00	370	2
12x8	FYD1208	FYD1208D	1785.00	395	2
12x10	FYD1210	FYD1210D	1934.00	420	2
12x12	FYD1212	FYD1212D	2043.00	515	2
14x6	FYD1406	FYD1406D	2340.00	500	
14x8	FYD1408	FYD1408D	2453.00	525	
14x10	FYD1410	FYD1410D	2363.00	555	
14x12	FYD1412	FYD1412D	2790.00	600	
14x14	FYD1414	FYD1414D	2723.00	640	2
16x6	FYD1606	FYD1606D	2790.00	655	
16x8	FYD1608	FYD1608D	3195.00	680	
16x10	FYD1610	FYD1610D	3330.00	715	
16x12	FYD1612	FYD1612D	3218.00	755	
16x14	FYD1614	FYD1614D	3735.00	800	
16x16	FYD1616	FYD1616D	3623.00	850	
18x8	FYD1808	FYD1808D	3125.00	600	
18x10	FYD1810	FYD1810D	4425.00	855	
18x12	FYD1812	FYD1812D	4650.00	895	
18x14	FYD1814	FYD1814D	4875.00	940	
18x16	FYD1816	FYD1816D	5125.00	990	
18x18	FYD1818	FYD1818D	4900.00	1035	
20x10	FYD2010	FYD2010D	4025.00	775	
20x12	FYD2012	FYD2012D	5550.00	1130	
20x14	FYD2014	FYD2014D	6075.00	1170	
20x16	FYD2016	FYD2016D	6350.00	1220	
20x20	FYD2020	FYD2020D	6325.00	1345	
24x12	FYD2412	FYD2412D	12234.00	1550	
24x16	FYD2416	FYD2416D	10868.00	1890	
24x24	FYD2424	FYD2424D	10954.00	2020	
30x16	FYD3016	FYD3016D	26365.00	2634	
30x24	FYD3024	FYD3024D	25943.00	2915	
30x30	FYD3030	FYD3030D	33002.00	4130	
36x16	FYD3616	FYD3616D	38661.00	4670	
36x36	FYD3636	FYD3636D	53789.00	5740	
42x42	FYD4242	FYD4242D	82757.00	9185	
48x30	FYD4830	FYD4830D	73543.00	5573	
48x36	FYD4836	FYD4836D	75010.00	8970	
48x48	FYD4848	FYD4848D	83130.00	12115	



\*Additional size reductions can be furnished.



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

HOUSTON CORPORATE (TOLL FREE) 800 899 3009 FAX 281 555 9000  
www.houstoncorp.com

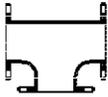


C110 Ductile Iron Flanged Full Body Fittings

Price List  
FLANGED FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
<b>TEE FLANGED</b>					
2x2	FTD0202	FTD0202D	130.00	20	36
2 1/4 x 2 1/4	FTD025	FTD025D	207.00	30	36
3x2	FTD0302	FTD0302D	166.00	35	36
3x3	FTD0303	FTD0303D	194.00	40	32
4x3x3	FTD040303	FTD040303D	252.00	55	
4x2	FTD0402	FTD0402D	225.00	50	9
4x3	FTD0403	FTD0403D	270.00	60	9
4x4x6	FTD040406	FTD040406D	405.00	90	6
4x4	FTD0404	FTD0404D	293.00	65	32
5x5	FTD0505	FTD0505D	644.00	80	32
6x4x4	FTD060404	FTD060404D	383.00	103	9
6x4x6	FTD060406	FTD060406D	383.00	108	12
6x6x8	FTD060608	FTD060608D	604.00	140	12
6x2	FTD0602	FTD0602D	328.00	156	12
6x3	FTD0603	FTD0603D	361.00	85	12
6x4	FTD0604	FTD0604D	383.00	90	9
6x6	FTD0606	FTD0606D	440.00	95	18
8x6x4	FTD080604	FTD080604D	531.00	146	
8x6x6	FTD080606	FTD080606D	574.00	148	
8x6x8	FTD080608	FTD080608D	615.00	145	12
8x8x10	FTD080810	FTD080810D	1105.00	260	4
8x8x12	FTD080812	FTD080812D	1177.00	291	
8x3	FTD0803	FTD0803D	548.00	130	12
8x4	FTD0804	FTD0804D	595.00	140	12
8x6	FTD0806	FTD0806D	637.00	145	12
8x8	FTD0808	FTD0808D	736.00	155	12
10x6x6	FTD100606	FTD100606D	1180.00	275	
10x6x10	FTD100610	FTD100610D	1308.00	305	
10x6x6	FTD100806	FTD100806D	1265.00	280	
10x6x8	FTD100808	FTD100808D	1182.00	302	
10x8x10	FTD100810	FTD100810D	1288.00	325	
10x4	FTD1004	FTD1004D	866.00	205	4
10x6	FTD1006	FTD1006D	899.00	215	4
10x8	FTD1008	FTD1008D	946.00	225	4
10x10	FTD1010	FTD1010D	1100.00	270	4
10x10x12	FTD101012	FTD101012D	1432.00	355	
12x6x6	FTD120606	FTD120606D	1469.00	340	
12x6x8	FTD120608	FTD120608D	1537.00	360	
12x8x6	FTD120806	FTD120806D	1509.00	355	
12x8x8	FTD120808	FTD120808D	1594.00	375	
12x8x12	FTD120812	FTD120812D	1785.00	420	
12x10x6	FTD121006	FTD121006D	1658.00	390	
12x10x8	FTD121008	FTD121008D	1700.00	400	
12x10x10	FTD121010	FTD121010D	1785.00	420	4
12x10x12	FTD121012	FTD121012D	1870.00	440	
12x4	FTD1204	FTD1204D	1218.00	290	4
12x6	FTD1206	FTD1206D	1237.00	295	4
12x8	FTD1208	FTD1208D	1302.00	310	4
12x10	FTD1210	FTD1210D	1471.00	360	4
12x12	FTD1212	FTD1212D	1569.00	385	4
14x4	FTD1404	FTD1404D	1823.00	370	



\*Weights exclude accessories

REGISTERED TRADEMARK OF HOUSTON CORPORATE PRODUCTS

HOUSTON CORPORATE (TOLL FREE) 800 899 3309 (FAX) 281 555 9000  
www.hcp.com



C110 Ductile Iron Flanged Full Body Fittings

Price List  
FLANGED FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
14x6	FTD1406	FTD1406D	1688.00	375	2
14x8	FTD1408	FTD1408D	1755.00	390	2
14x10	FTD1410	FTD1410D	1800.00	400	2
14x12	FTD1412	FTD1412D	1913.00	425	2
14x14	FTD1414	FTD1414D	2250.00	435	2
16x4	FTD1604	FTD1604D	2250.00	460	2
16x6	FTD1606	FTD1606D	2083.00	465	2
16x8	FTD1608	FTD1608D	2133.00	475	2
16x10	FTD1610	FTD1610D	2242.00	495	2
16x12	FTD1612	FTD1612D	2302.00	520	2
16x14	FTD1614	FTD1614D	2385.00	530	2
16x16	FTD1616	FTD1616D	2490.00	550	2
18x6	FTD1806	FTD1806D	2403.00	480	2
18x8	FTD1808	FTD1808D	2475.00	495	2
18x10	FTD1810	FTD1810D	2550.00	510	2
18x12	FTD1812	FTD1812D	2668.00	535	2
18x14	FTD1814	FTD1814D	3100.00	630	2
18x16	FTD1816	FTD1816D	3250.00	650	2
18x18	FTD1818	FTD1818D	3318.00	665	2
20x4	FTD2004	FTD2004D	POA	845	2
20x6	FTD2006	FTD2006D	3050.00	610	2
20x8	FTD2008	FTD2008D	3100.00	620	2
20x10	FTD2010	FTD2010D	3175.00	635	2
20x12	FTD2012	FTD2012D	3300.00	660	2
20x14	FTD2014	FTD2014D	3325.00	665	2
20x16	FTD2016	FTD2016D	4050.00	810	2
20x18	FTD2018	FTD2018D	4100.00	820	2
20x20	FTD2020	FTD2020D	4266.00	855	2
24x4	FTD2404	FTD2404D	POA	845	2
24x6	FTD2406	FTD2406D	4893.00	845	2
24x8	FTD2408	FTD2408D	4945.00	860	2
24x10	FTD2410	FTD2410D	5060.00	880	2
24x12	FTD2412	FTD2412D	5121.00	890	2
24x14	FTD2414	FTD2414D	5134.00	900	2
24x16	FTD2416	FTD2416D	5248.00	915	2
24x18	FTD2418	FTD2418D	6889.00	1220	2
24x20	FTD2420	FTD2420D	7216.00	1255	2
24x24	FTD2424	FTD2424D	7657.00	1330	2
30x6	FTD3006	FTD3006D	9486.00	1450	2
30x8	FTD3008	FTD3008D	11081.00	1465	2
30x10	FTD3010	FTD3010D	11735.00	1511	2
30x12	FTD3012	FTD3012D	7832.00	1490	2
30x14	FTD3014	FTD3014D	11801.00	1490	2
30x16	FTD3016	FTD3016D	11528.00	1505	2
30x18	FTD3018	FTD3018D	8338.00	1515	2
30x20	FTD3020	FTD3020D	8470.00	1540	2
30x24	FTD3024	FTD3024D	11138.00	2025	2
30x30	FTD3030	FTD3030D	11834.00	2150	2
36x6	FTD3606	FTD3606D	POA	2000	2
36x8	FTD3608	FTD3608D	16729.00	2150	2
36x10	FTD3610	FTD3610D	17096.00	2155	2
36x12	FTD3612	FTD3612D	17536.00	2170	2
36x14	FTD3614	FTD3614D	17704.00	2175	2



\*Weights exclude accessories

REGISTERED TRADEMARK OF MCWANE PRODUCTS

MCWANE CORPORATE (TOLL FREE) 800 897 3309 (FAX) 251 555 9020  
www.mcwane.com



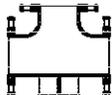
C110 Ductile Iron Flanged Full Body Fittings

Price List  
FLANGED FULL BODY

UPL09.02

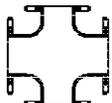
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
36x16	FTD3616	FTD3616D	12018.00	2185	
36x18	FTD3618	FTD3618D	12045.00	2190	
36x20	FTD3620	FTD3620D	18038.00	2210	
36x24	FTD3624	FTD3624D	12403.00	2255	
36x24x24	HID362424	HID362424D	20433.00	2255	
36x30x30	FTD363030	FTD363030D	21455.00	2575	
36x30	FTD3630	FTD3630D	16500.00	3000	
36x36	FTD3636	FTD3636D	17291.00	3160	
36x36x48	FTD363648	FTD363648D	36233.00	4361	
42x12	FTD4212	FTD4212D	29764.00	3165	
42x14	FTD4214	FTD4214D	29859.00	3170	
42x16	FTD4216	FTD4216D	29928.00	3180	
42x18	FTD4218	FTD4218D	29949.00	3185	
42x20	FTD4220	FTD4220D	30076.00	3205	
42x24	FTD4224	FTD4224D	19470.00	3245	
42x30	FTD4230	FTD4230D	24750.00	4125	
42x36	FTD4236	FTD4236D	32160.00	5360	
42x42	FTD4242	FTD4242D	33490.00	5580	
48x12	FTD4812	FTD4812D	38765.00	4315	
48x14	FTD4814	FTD4814D	39053.00	4315	
48x16	FTD4816	FTD4816D	39362.00	4330	
48x18	FTD4818	FTD4818D	39649.00	4330	
48x20	FTD4820	FTD4820D	39875.00	4350	
48x24	FTD4824	FTD4824D	26310.00	4385	
48x30	FTD4830	FTD4830D	26730.00	4455	
48x36	FTD4836	FTD4836D	33330.00	5555	
48x42	FTD4842	FTD4842D	43170.00	7195	
48x48	FTD4848	FTD4848D	44310.00	7385	

BASE TEE, FLANGED



3x3	FBTD03	FBTD03D	214.00	45	36
4x4	FBTD04	FBTD04D	330.00	75	12
6x6	FBTD06	FBTD06D	468.00	110	18
8x8	FBTD08	FBTD08D	796.00	185	6
10x10	FBTD10	FBTD10D	1275.00	300	6
12x12	FBTD12	FBTD12D	1828.00	430	4
14x14	FBTD14	FBTD14D	2183.00	485	2
16x16	FBTD16	FBTD16D	2700.00	600	
18x18	FBTD18	FBTD18D	3700.00	740	
20x20	FBTD20	FBTD20D	4650.00	930	
24x24	FBTD24	FBTD24D	8108.00	1410	
30x30	FBTD30	FBTD30D	16185.00	2270	
36x36	FBTD36	FBTD36D	34496.00	3320	
42x42	FBTD42	FBTD42D	45548.00	3630	
48x48	FBTD48	FBTD48D	62187.00	7720	

CROSS FLANGED\*



3x3	FXDG0303	FXDG0303D	238.00	50	4
4x3	FXD0403	FXD0403D	315.00	70	
4x4	FXD0404	FXD0404D	392.00	80	12
6x3	FXD0603	FXD0603D	404.00	95	



\*Weights exclude accessories

REGISTERED TRADEMARK OF STARR PIPE PRODUCTS

HOUSTON CORPORATE (TOLL FREE) 800 899 3009 FAX 281 555 9000  
www.starrpipe.com houston



C110 Ductile Iron Flanged Full Body Fittings

Price List  
FLANGED FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
6x4	FXD0604	FXD0604D	468.00	110	4
6x6	FXD0606	FXD0606D	603.00	120	8
8x3	FXD0803	FXD0803D	595.00	140	
8x4	FXD0804	FXD0804D	659.00	155	4
8x6	FXD0806	FXD0806D	701.00	175	4
8x8	FXD0808	FXD0808D	904.00	195	4
10x4	FXD1004	FXD1004D	935.00	220	8
10x6	FXD1006	FXD1006D	1020.00	240	4
10x8	FXD1008	FXD1008D	1126.00	265	4
10x10	FXD1010	FXD1010D	1403.00	330	4
12x4	FXD1204	FXD1204D	1318.00	310	4
12x6	FXD1206	FXD1206D	1360.00	320	4
12x8	FXD1208	FXD1208D	1471.00	345	2
12x10	FXD1210	FXD1210D	1764.00	415	2
12x12	FXD1212	FXD1212D	1949.00	460	2
14x6	FXD1406	FXD1406D	1800.00	400	
14x8	FXD1408	FXD1408D	1913.00	425	
14x10	FXD1410	FXD1410D	2957.00	460	
14x12	FXD1412	FXD1412D	2273.00	505	
14x14	FXD1414	FXD1414D	2385.00	530	
16x6	FXD1606	FXD1606D	2205.00	490	
16x8	FXD1608	FXD1608D	2340.00	520	
16x10	FXD1610	FXD1610D	2498.00	555	
16x12	FXD1612	FXD1612D	2723.00	605	
16x14	FXD1614	FXD1614D	4181.00	620	
16x16	FXD1616	FXD1616D	2993.00	665	
18x6	FXD1806	FXD1806D	3865.00	505	
18x8	FXD1808	FXD1808D	3968.00	535	
18x10	FXD1810	FXD1810D	4097.00	560	
18x12	FXD1812	FXD1812D	3050.00	610	
18x14	FXD1814	FXD1814D	5333.00	720	
18x16	FXD1816	FXD1816D	5893.00	765	
18x18	FXD1818	FXD1818D	3975.00	795	
20x6	FXD2006	FXD2006D	4890.00	635	
20x8	FXD2008	FXD2008D	5033.00	665	
20x10	FXD2010	FXD2010D	5256.00	685	
20x12	FXD2012	FXD2012D	3675.00	735	
20x14	FXD2014	FXD2014D	5711.00	745	
20x16	FXD2016	FXD2016D	4575.00	815	
20x18	FXD2018	FXD2018D	7754.00	945	
20x20	FXD2020	FXD2020D	5075.00	1015	
24x6	FXD2406	FXD2406D	6195.00	875	
24x8	FXD2408	FXD2408D	6945.00	895	
24x10	FXD2410	FXD2410D	7236.00	930	
24x12	FXD2412	FXD2412D	5040.00	960	
24x14	FXD2414	FXD2414D	5119.00	975	
24x16	FXD2416	FXD2416D	5303.00	1010	
24x18	FXD2418	FXD2418D	10880.00	1365	
24x20	FXD2420	FXD2420D	7506.00	1430	
24x24	FXD2424	FXD2424D	8243.00	1570	
30x12	FXD3012	FXD3012D	11349.00	1565	
30x14	FXD3014	FXD3014D	11622.00	1570	
30x16	FXD3016	FXD3016D	11932.00	1605	



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

MCWANE CORPORATE (TOLL FREE) 800 399 5009 | FAX 251 555 9000  
www.mcwane.com | 2011



C110 Ductile Iron Flanged Full Body Fittings

Price List  
FLANGED FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
30x18	FXD3018	FXD3018D	11843.00	1515	
30x20	FXD3020	FXD3020D	12081.00	1670	
30x24	FXD3024	FXD3024D	12348.00	2245	
30x30	FXD3030	FXD3030D	13750.00	2500	
36x12	FXD3612	FXD3612D	18932.00	2240	
36x14	FXD3614	FXD3614D	18973.00	2240	
36x16	FXD3616	FXD3616D	19189.00	2270	
36x18	FXD3618	FXD3618D	19332.00	2280	
36x20	FXD3620	FXD3620D	19634.00	2325	
36x24	FXD3624	FXD3624D	20487.00	2406	
36x30	FXD3630	FXD3630D	26667.00	3300	
36x36	FXD3636	FXD3636D	29254.00	3620	
42x36	FXD4236	FXD4236D	58522.00	5720	
42x42	FXD4242	FXD4242D	62661.00	6155	
48x48	FXD4848	FXD4848D	78297.00	8005	
64x42	FXD6442	FXD6442D	POA	10085	

\*Additional size reductions can be furnished.

ECCENTRIC REDUCER FLANGED



3x2	FERD0302	FERD0302D	POA	16	
4x2	FERD0402	FERD0402D	117.00	25	9
4x3	FERD0403	FERD0403D	135.00	30	24
5x4	FERD0504	FERD0504D	226.00	32	32
6x3	FERD0603	FERD0603D	170.00	40	12
6x4	FERD0604	FERD0604D	191.00	45	24
6x5	FERD0605	FERD0605D	328.00	52	24
8x4	FERD0804	FERD0804D	310.00	65	9
8x5	FERD0805	FERD0805D	344.00	70	12
8x6	FERD0806	FERD0806D	319.00	75	9
10x4	FERD1004	FERD1004D	412.00	85	8
10x6	FERD1006	FERD1006D	395.00	90	8
10x8	FERD1008	FERD1008D	451.00	110	4
12x4	FERD1204	FERD1204D	531.00	120	4
12x6	FERD1206	FERD1206D	553.00	130	4
12x8	FERD1208	FERD1208D	616.00	145	4
12x10	FERD1210	FERD1210D	723.00	170	4
14x6	FERD1406	FERD1406D	2157.00	173	2
14x8	FERD1408	FERD1408D	2187.00	193	2
14x10	FERD1410	FERD1410D	2253.00	218	2
14x12	FERD1412	FERD1412D	2397.00	248	2
16x6	FERD1606	FERD1606D	855.00	190	2
16x8	FERD1608	FERD1608D	945.00	210	2
16x10	FERD1610	FERD1610D	1058.00	235	2
16x12	FERD1612	FERD1612D	1193.00	265	2
16x14	FERD1614	FERD1614D	1260.00	280	2
18x6	FERD1806	FERD1806D	1200.00	240	2
18x10	FERD1810	FERD1810D	1325.00	265	2
18x12	FERD1812	FERD1812D	1475.00	295	
18x14	FERD1814	FERD1814D	1550.00	310	
18x16	FERD1816	FERD1816D	1700.00	340	
20x10	FERD2010	FERD2010D	1550.00	310	
20x12	FERD2012	FERD2012D	1725.00	345	
20x14	FERD2014	FERD2014D	1765.00	355	



\*Weights exclude accessories

REGISTERED TRADEMARK OF MCWANE PRODUCTS

MCWANE CORPORATE (TOLL FREE) 800 899 5009 (FAX) 251 555 9000  
www.mcwane.com



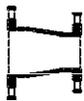
C110 Ductile Iron Flanged Full Body Fittings

Price List  
FLANGED FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
20x16	FERD2016	FERD2016D	1950.00	390	
20x18	FERD2018	FERD2018D	2050.00	410	
24x8	FERD2408	FERD2408D	POA	460	
24x10	FERD2410	FERD2410D	POA	470	
24x12	FERD2412	FERD2412D	2760.00	480	
24x14	FERD2414	FERD2414D	2818.00	490	
24x16	FERD2416	FERD2416D	3019.00	525	
24x18	FERD2418	FERD2418D	3163.00	550	
24x20	FERD2420	FERD2420D	3393.00	590	
30x10	FERD3010	FERD3010D	POA	756	
30x14	FERD3014	FERD3014D	8449.00	735	
30x16	FERD3016	FERD3016D	8886.00	770	
30x18	FERD3018	FERD3018D	9348.00	810	
30x20	FERD3020	FERD3020D	10480.00	870	
30x24	FERD3024	FERD3024D	10137.00	970	
36x24	FERD3624	FERD3624D	16545.00	1345	
42x24	FERD4224	FERD4224D	10920.00	1820	
42x30	FERD4230	FERD4230D	12360.00	2060	
42x36	FERD4236	FERD4236D	14070.00	2560	
48x30	FERD4830	FERD4830D	15690.00	2615	
48x36	FERD4836	FERD4836D	17640.00	2940	
48x42	FERD4842	FERD4842D	19920.00	3320	

CONCENTRIC REDUCER FLANGED



3x2	FRD0302	FRD0302D	76.00	16	27
3x2.5	FRD0302.5	FRD0302.5D	POA	21	
4x2	FRD0402	FRD0402D	113.00	25	18
4x2 1/2	FRD04025	FRD04025D	220.00	26	32
4x3	FRD0403	FRD0403D	139.00	30	32
5x3	FRD0503	FRD0503D	POA	38	
5x4	FRD0504	FRD0504D	276.00	32	32
6x2	FRD0602	FRD0602D	149.00	30	24
6x3	FRD0603	FRD0603D	170.00	40	24
6x4	FRD0604	FRD0604D	206.00	45	24
6x5	FRD0605	FRD0605D	217.00	52	24
8x3	FRD0803	FRD0803D	258.00	60	18
8x4	FRD0804	FRD0804D	309.00	65	18
8x5	FRD0805	FRD0805D	298.00	70	18
8x6	FRD0806	FRD0806D	337.00	75	12
10x4	FRD1004	FRD1004D	361.00	85	8
10x6	FRD1006	FRD1006D	433.00	90	8
10x8	FRD1008	FRD1008D	540.00	110	8
12x4	FRD1204	FRD1204D	527.00	120	4
12x6	FRD1206	FRD1206D	628.00	130	4
12x8	FRD1208	FRD1208D	703.00	145	4
12x10	FRD1210	FRD1210D	796.00	170	4
14x6	FRD1406	FRD1406D	698.00	155	4
14x8	FRD1408	FRD1408D	788.00	175	2
14x10	FRD1410	FRD1410D	878.00	190	2
14x12	FRD1412	FRD1412D	997.00	220	2
16x6	FRD1606	FRD1606D	855.00	190	2
16x8	FRD1608	FRD1608D	952.00	210	2
18x10	FRD1810	FRD1810D	1071.00	235	2



\*Weights exclude accessories

REGISTERED TRADEMARK OF ALL METALS PRODUCTS

MCWANE CORPORATION  
 2500 W. 10TH STREET, HOUSTON, TEXAS 77030  
 (713) 555-3009 FAX (713) 555-9000  
 www.mcwane.com



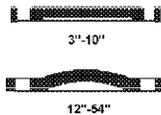
C110 Ductile Iron Flanged Full Body Fittings

Price List  
FLANGED FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
16x12	FRD1612	FRD1612D	1218.00	265	2
16x14	FRD1614	FRD1614D	1260.00	275	2
18x8	FRD1808	FRD1808D	1200.00	240	2
18x10	FRD1810	FRD1810D	1325.00	265	2
18x12	FRD1812	FRD1812D	1477.00	295	
18x14	FRD1814	FRD1814D	1525.00	310	
18x16	FRD1816	FRD1816D	1709.00	340	
20x6	FRD2006	FRD2006D	POA	300	
20x8	FRD2008	FRD2008D	POA	285	
20x10	FRD2010	FRD2010D	1550.00	310	
20x12	FRD2012	FRD2012D	1819.00	345	
20x14	FRD2014	FRD2014D	1775.00	355	
20x16	FRD2016	FRD2016D	1951.00	390	
20x18	FRD2018	FRD2018D	2050.00	410	
24x12	FRD2412	FRD2412D	2935.00	480	
24x14	FRD2414	FRD2414D	2928.00	490	
24x16	FRD2416	FRD2416D	3061.00	525	
24x18	FRD2418	FRD2418D	3163.00	550	
24x20	FRD2420	FRD2420D	3410.00	590	
30x12	FRD3012	FRD3012D	8318.00	825	
30x14	FRD3014	FRD3014D	9528.00	795	
30x16	FRD3016	FRD3016D	5198.00	770	
30x18	FRD3018	FRD3018D	4455.00	810	
30x20	FRD3020	FRD3020D	4785.00	870	
30x24	FRD3024	FRD3024D	5335.00	970	
36x16	FRD3616	FRD3616D	13315.00	1115	
36x24	FRD3624	FRD3624D	7398.00	1345	
36x30	FRD3630	FRD3630D	16761.00	1555	
42x20	FRD4220	FRD4220D	19481.00	1666	
42x24	FRD4224	FRD4224D	10920.00	1820	
42x30	FRD4230	FRD4230D	12360.00	2060	
42x36	FRD4236	FRD4236D	14070.00	2345	
48x30	FRD4830	FRD4830D	15750.00	2696	
48x36	FRD4836	FRD4836D	17700.00	2950	
48x42	FRD4842	FRD4842D	19920.00	3320	

STANDARD BLIND FLANGE\*



2	FLBD02	FLBD02D	POA	9	
3	FLBD03	FLBD03D	43.00	9	50
4	FLBD04	FLBD04D	68.00	16	160
6	FLBD06	FLBD06D	119.00	25	100
8	FLBD08	FLBD08D	191.00	42	60
10	FLBD10	FLBD10D	242.00	63	40
12	FLBD12	FLBD12D	310.00	62	28
14	FLBD14	FLBD14D	495.00	120	20
16	FLBD16	FLBD16D	743.00	145	16
18	FLBD18	FLBD18D	835.00	185	12
20	FLBD20	FLBD20D	1070.00	245	10
24	FLBD24	FLBD24D	1591.00	370	4
30	FLBD30	FLBD30D	3190.00	500	3
36	FLBD36	FLBD36D	4345.00	790	2
42	FLBD42	FLBD42D	7050.00	1300	
48	FLBD48	FLBD48D	9510.00	1740	

\* Prime coat inside & outside



\*Weights exclude accessories

REGISTERED TRADEMARK OF MCWANE PRODUCTS

MCWANE CORPORATE (TOLL FREE) 800 899 3009 (FAX) 251 555 9000  
www.mcwane.com

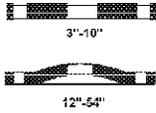


C110 Ductile Iron Flanged Full Body Fittings

Price List  
FLANGED FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
<b>BLIND FLANGE TAPPED (2" TAP)*</b>					
3	FLBD03T	FLBD03TD	83.00	9	50
4	FLBD04T	FLBD04TD	108.00	14	140
6	FLBD06T	FLBD06TD	159.00	25	100
8	FLBD08T	FLBD08TD	231.00	42	60
10	FLBD10T	FLBD10TD	282.00	63	40
12	FLBD12T	FLBD12TD	350.00	85	28
14	FLBD14T	FLBD14TD	535.00	120	20
16	FLBD16T	FLBD16TD	783.00	145	16
18	FLBD18T	FLBD18TD	875.00	185	12
20	FLBD20T	FLBD20TD	1110.00	245	10
24	FLBD24T	FLBD24TD	1671.00	370	4
30	FLBD30T	FLBD30TD	3290.00	500	3
36	FLBD36T	FLBD36TD	4445.00	790	2
42	FLBD42T	FLBD42TD	7250.00	1300	
48	FLBD48T	FLBD48TD	9710.00	1740	



\* Prime coat inside & outside

The standard tap size is 2" NPT. For other sizes, please contact Star® Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.

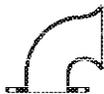
**FLANGED TRUE WYE**

4x4x4	FYD0404	FYD0404D	248.00	55	27
6x6x6	FYD0606	FYD0606D	255.00	80	
6x6x6	FYD0606	FYD0606D	361.00	85	18
8x8x8	FYD0808	FYD0808D	425.00	120	
8x8x8	FYD0808	FYD0808D	595.00	140	12
10x8x8	FYD1008	FYD1008D	1497.00	155	



**FLANGE X FLARE 90° ELL**

3	FBFD9003	FBFD9003D	143.00	25	
4	FBFD9004	FBFD9004D	203.00	40	12
6	FBFD9006	FBFD9006D	298.00	82	12
8	FBFD9008	FBFD9008D	510.00	110	12
10	FBFD9010	FBFD9010D	829.00	175	4
12	FBFD9012	FBFD9012D	1169.00	245	2
14	FBFD9014	FBFD9014D	1530.00	450	
16	FBFD9016	FBFD9016D	2070.00	545	
18	FBFD9018	FBFD9018D	2800.00	570	
20	FBFD9020	FBFD9020D	3500.00	700	
24	FBFD9024	FBFD9024D	6325.00	1120	
30	FBFD9030	FBFD9030D	16004.00	1640	
36	FBFD9036	FBFD9036D	24798.00	2700	
42	FBFD9042	FBFD9042D	31492.00	3250	
48	FBFD9048	FBFD9048D	46333.00	4215	



**FLANGE X FLARE PIECE**

3	FSFD03	FSFD03D	95.00	20	72
4	FSFD04	FSFD04D	135.00	30	24
6	FSFD06	FSFD06D	170.00	40	24
8	FSFD08	FSFD08D	298.00	60	18



\*Weights exclude accessories

& REGISTERED TRADEMARKS OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-899-3309 (FAX) 281-555-9000  
www.starpipe.com/starpipe



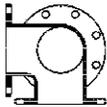
C110 Ductile Iron Flanged Full Body Fittings

Price List  
FLANGED FULL BODY

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
10	FSFD10	FSFD10D	404.00	95	4
12	FSFD12	FSFD12D	655.00	155	4
14	FSFD14	FSFD14D	743.00	225	2
16	FSFD16	FSFD16D	1080.00	330	
18	FSFD18	FSFD18D	1270.00	355	
20	FSFD20	FSFD20D	1775.00	460	
24	FSFD24	FSFD24D	2760.00	655	
30	FSFD30	FSFD30D	8061.00	1025	
36	FSFD36	FSFD36D	11274.00	1460	
42	FSFD42	FSFD42D	17798.00	1900	
48	FSFD48	FSFD48D	23596.00	2350	

90 DEGREE FE SIDE OUTLET BENDS



3	FBSOD9003	FBSOD9003D	309.00	35	
4	FBSOD9004	FBSOD9004D	539.00	60	
6	FBSOD9006	FBSOD9006D	851.00	95	24
8	FBSOD9008	FBSOD9008D	1467.00	145	12
10	FBSOD9010	FBSOD9010D	2154.00	240	
12	FBSOD9012	FBSOD9012D	3167.00	345	
14	FBSOD9014	FBSOD9014D	4099.00	478	

FRANGS AGG PACK WITH 1/8" REC RUBBER GASKET & HEX BOLT & NUT					
3	FAH03Z	FAH03ZD	11.00	2	320
4	FAH04Z	FAH04ZD	18.00	3	240
6	FAH06Z	FAH06ZD	29.00	5	200
8	FAH08Z	FAH08ZD	30.00	6	180
10	FAH10Z	FAH10ZD	40.00	12	160
12	FAH12Z	FAH12ZD	67.00	13	120
14	FAH14Z	FAH14ZD	122.00	19	100
16	FAH16Z	FAH16ZD	139.00	25	80
18	FAH18Z	FAH18ZD	216.00	35	60
20	FAH20Z	FAH20ZD	267.00	45	50
24	FAH24Z	FAH24ZD	352.00	63	40
30	FAH30Z	FAH30ZD	861.00	95	30
36	FAH36Z	FAH36ZD	POA	170	30
42	FAH42Z	FAH42ZD	POA	215	
48	FAH48Z	FAH48ZD	POA	265	
54	FAH54Z	FAH54ZD	POA	390	

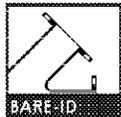


\*Weights exclude accessories

& REGISTERED TRADEMARK OF MCWANE PRODUCTS

MCWANE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 800 899 3009 (FAX) 281 555 9000  
www.mcwane.com





# C110 DI FLANGED FITTINGS - BARE ID

ANSI/AWWA C110/A21.10 (STANDARD COAT (BLACK) OUTSIDE, BARE ID)

version: **UPL.09.02**

EFFECTIVE: MAY 12, 2009

(SUPERSEDES ALL PREVIOUS PRICING)

**WEST COAST (U.S.)**

Toll Free: (877) 701-7827

Fax: (951) 898-9561

**CENTRAL (U.S.)**

Toll Free: (800) 999-3009

Fax: (281) 558-9000

**EAST COAST (U.S.)**

Toll Free: (888) 941-7827

Fax: (904) 714-2839

**CAMBRIDGE (CANADA)**

Toll Free: (888) 893-7827

Fax: (519) 650-1553

**LAVAL (CANADA)**

Toll Free: (877) 477-7116

Fax: (450) 681-3807



McWane Products  
4018 McWane Parkway  
Houston, Texas 77067  
[www.mcwane.com/usa/en](http://www.mcwane.com/usa/en)

McWane Products (Canada)  
201175007, Red Deer  
4018 McWane Parkway  
Laval, Quebec H7V 1A5  
Canada (514) 898-1100

Confidential

McWane-018197

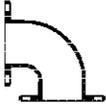
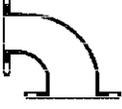
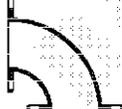
CX 2359-075



C110 DI Standard Coat (Black) Outside, Bare ID **FLANGED FULL BODY - BARE ID**

Price List

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	
<b>90° (1/4) BEND FLANGED</b>					
	2	FBD9002UB	FBD9002UBD	104.00	14
	3	FBD9003UB	FBD9003UBD	136.00	25
	4	FBD9004UB	FBD9004UBD	203.00	45
	6	FBD9006UB	FBD9006UBD	300.00	65
	8	FBD9008UB	FBD9008UBD	492.00	105
	10	FBD9010UB	FBD9010UBD	768.00	165
	12	FBD9012UB	FBD9012UBD	984.00	235
<b>45° (1/8) BEND FLANGED</b>					
	2	FBD4502UB	FBD4502UBD	101.00	12
	3	FBD4503UB	FBD4503UBD	105.00	20
	4	FBD4504UB	FBD4504UBD	181.00	40
	6	FBD4506UB	FBD4506UBD	264.00	55
	8	FBD4508UB	FBD4508UBD	407.00	90
	10	FBD4510UB	FBD4510UBD	647.00	130
	12	FBD4512UB	FBD4512UBD	899.00	195
<b>22 1/2° (1/16) BEND FLANGED</b>					
	3	FBD2203UB	FBD2203UBD	95.00	20
	4	FBD2204UB	FBD2204UBD	179.00	40
	6	FBD2206UB	FBD2206UBD	253.00	55
	8	FBD2208UB	FBD2208UBD	398.00	90
	10	FBD2210UB	FBD2210UBD	618.00	130
	12	FBD2212UB	FBD2212UBD	890.00	195
<b>11 1/4° (1/32) BEND FLANGED</b>					
	3	FBD1103UB	FBD1103UBD	95.00	20
	4	FBD1104UB	FBD1104UBD	179.00	40
	6	FBD1106UB	FBD1106UBD	262.00	55
	8	FBD1108UB	FBD1108UBD	403.00	90
	10	FBD1110UB	FBD1110UBD	574.00	135
	12	FBD1112UB	FBD1112UBD	871.00	195
<b>90° (1/4) REDUCING BEND FLANGED</b>					
	4x3	FBRD900403UB	FBRD900403UBD	131.00	35
	6x4	FBRD900604UB	FBRD900604UBD	234.00	55
	8x4	FBRD900804UB	FBRD900804UBD	319.00	80
	8x5	FBRD900805UB	FBRD900805UBD	503.00	97
	8x6	FBRD900806UB	FBRD900806UBD	361.00	90
	10x4	FBRD901004UB	FBRD901004UBD	773.00	120
	10x6	FBRD901006UB	FBRD901006UBD	574.00	125
	10x8	FBRD901008UB	FBRD901008UBD	638.00	150
	12x6	FBRD901206UB	FBRD901206UBD	680.00	165
	12x8	FBRD901208UB	FBRD901208UBD	765.00	190
	12x10	FBRD901210UB	FBRD901210UBD	893.00	220
<b>90° (1/4) LONG RADIUS BEND FLANGED</b>					
	3	FBLRD9003UB	FBLRD9003UBD	143.00	30
	4	FBLRD9004UB	FBLRD9004UBD	225.00	50
	6	FBLRD9006UB	FBLRD9006UBD	389.00	80
	8	FBLRD9008UB	FBLRD9008UBD	647.00	140



\*Weights exclude accessories

Available in all sizes - Please call for prices

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

MCWANE CORPORATION (TOLL FREE) 800 899 3309 (FAX) 251 555 9000  
www.mcwane.com



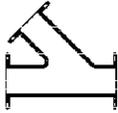
C110 DI Standard Coat (Black) Outside, Bare ID **FLANGED FULL BODY - BARE ID**

Price List

UPL09.02

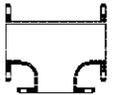
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
10	FBLRD9010UB	FBLRD9010UBD	914.00	215
12	FBLRD9012UB	FBLRD9012UBD	1,381.00	325

**LATERAL FLANGED**



Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
3x3	FYD0303UB	FYD0303UBD	214.00	45
4x3	FYD0403UB	FYD0403UBD	293.00	65
4x4	FYD0404UB	FYD0404UBD	345.00	75
6x4	FYD0604UB	FYD0604UBD	489.00	105
6x6	FYD0606UB	FYD0606UBD	525.00	120
8x4	FYD0804UB	FYD0804UBD	765.00	165
8x6	FYD0806UB	FYD0806UBD	768.00	175
8x8	FYD0808UB	FYD0808UBD	862.00	200
10x4	FYD1004UB	FYD1004UBD	1,105.00	240
10x6	FYD1006UB	FYD1006UBD	1,148.00	250
10x8	FYD1008UB	FYD1008UBD	1,254.00	335
10x10	FYD1010UB	FYD1010UBD	1,359.00	335
12x4	FYD1204UB	FYD1204UBD	1,615.00	350
12x6	FYD1206UB	FYD1206UBD	1,679.00	370
12x8	FYD1208UB	FYD1208UBD	1,785.00	395
12x10	FYD1210UB	FYD1210UBD	1,934.00	420
12x12	FYD1212UB	FYD1212UBD	2,043.00	515

**TEE FLANGED**



Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
2x2	FTD0202UB	FTD0202UBD	130.00	20
2½ x 2½	FTD025025UB	FTD025025UBD	207.00	30
3x2	FTD0302UB	FTD0302UBD	166.00	35
3x3	FTD0303UB	FTD0303UBD	194.00	40
4x3x3	FTD040303UB	FTD040303UBD	252.00	55
4x2	FTD0402UB	FTD0402UBD	225.00	50
4x3	FTD0403UB	FTD0403UBD	270.00	60
4x4x6	FTD040406UB	FTD040406UBD	405.00	90
4x4	FTD0404UB	FTD0404UBD	293.00	65
5x5	FTD0505UB	FTD0505UBD	644.00	80
6x4x4	FTD060404UB	FTD060404UBD	383.00	103
6x4x6	FTD060406UB	FTD060406UBD	383.00	108
6x6x8	FTD060608UB	FTD060608UBD	604.00	140
6x2	FTD0602UB	FTD0602UBD	328.00	156
6x3	FTD0603UB	FTD0603UBD	361.00	85
6x4	FTD0604UB	FTD0604UBD	383.00	90
6x6	FTD0606UB	FTD0606UBD	440.00	95
8x6x4	FTD080604UB	FTD080604UBD	531.00	146
8x6x6	FTD080606UB	FTD080606UBD	574.00	148
8x6x8	FTD080608UB	FTD080608UBD	616.00	145
8x8x10	FTD080810UB	FTD080810UBD	1,105.00	260
8x8x12	FTD080812UB	FTD080812UBD	1,177.00	291
8x3	FTD0803UB	FTD0803UBD	548.00	130
8x4	FTD0804UB	FTD0804UBD	595.00	140
8x6	FTD0806UB	FTD0806UBD	637.00	145
8x8	FTD0808UB	FTD0808UBD	736.00	155
10x6x6	FTD100606UB	FTD100606UBD	1,180.00	275
10x6x10	FTD100610UB	FTD100610UBD	1,308.00	305
10x8x6	FTD100806UB	FTD100806UBD	1,265.00	280
10x8x8	FTD100808UB	FTD100808UBD	1,182.00	302



\*Weights exclude accessories

Available in all sizes - Please call for prices

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

MCWANE CORPORATION (TOLL FREE) 800-899-3309 (FAX) 251-555-9000  
www.mcwane.com



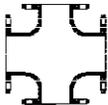
C110 DI Standard Coat (Black) Outside, Bare ID **FLANGED FULL BODY - BARE ID**

Price List

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
10x8x10	FTD100810UB	FTD100810UBD	1,288.00	325
10x4	FTD1004UB	FTD1004UBD	866.00	205
10x6	FTD1006UB	FTD1006UBD	899.00	215
10x8	FTD1008UB	FTD1008UBD	946.00	225
10x10	FTD1010UB	FTD1010UBD	1,100.00	270
10x10x12	FTD101012UB	FTD101012UBD	1,432.00	355
12x6x6	FTD120606UB	FTD120606UBD	1,469.00	340
12x6x8	FTD120608UB	FTD120608UBD	1,537.00	360
12x8x6	FTD120806UB	FTD120806UBD	1,509.00	355
12x8x8	FTD120808UB	FTD120808UBD	1,594.00	375
12x8x12	FTD120812UB	FTD120812UBD	1,785.00	420
12x10x6	FTD121006UB	FTD121006UBD	1,658.00	390
12x10x8	FTD121008UB	FTD121008UBD	1,700.00	400
12x10x10	FTD121010UB	FTD121010UBD	1,785.00	420
12x10x12	FTD121012UB	FTD121012UBD	1,870.00	440
12x4	FTD1204UB	FTD1204UBD	1,218.00	290
12x6	FTD1206UB	FTD1206UBD	1,237.00	295
12x8	FTD1208UB	FTD1208UBD	1,302.00	310
12x10	FTD1210UB	FTD1210UBD	1,471.00	360
12x12	FTD1212UB	FTD1212UBD	1,569.00	385

**CROSS FLANGED**



3x3	FXD0303UB	FXD0303UBD	238.00	50
4x3	FXD0403UB	FXD0403UBD	315.00	70
4x4	FXD0404UB	FXD0404UBD	392.00	80
6x3	FXD0603UB	FXD0603UBD	404.00	95
6x4	FXD0604UB	FXD0604UBD	468.00	110
6x6	FXD0606UB	FXD0606UBD	603.00	120
8x3	FXD0803UB	FXD0803UBD	595.00	140
8x4	FXD0804UB	FXD0804UBD	659.00	155
8x6	FXD0806UB	FXD0806UBD	701.00	175
8x8	FXD0808UB	FXD0808UBD	904.00	195
10x4	FXD1004UB	FXD1004UBD	935.00	220
10x6	FXD1006UB	FXD1006UBD	1,020.00	240
10x8	FXD1008UB	FXD1008UBD	1,126.00	265
10x10	FXD1010UB	FXD1010UBD	1,403.00	330
12x4	FXD1204UB	FXD1204UBD	1,318.00	310
12x6	FXD1206UB	FXD1206UBD	1,360.00	320
12x8	FXD1208UB	FXD1208UBD	1,471.00	345
12x10	FXD1210UB	FXD1210UBD	1,764.00	415
12x12	FXD1212UB	FXD1212UBD	1,949.00	460

**ECCENTRIC REDUCER FLANGED**



4x3	FERD0403UB	FERD0403UBD	135.00	30
5x4	FERD0504UB	FERD0504UBD	222.00	32
6x3	FERD0603UB	FERD0603UBD	170.00	40
6x4	FERD0604UB	FERD0604UBD	191.00	45
6x5	FERD0605UB	FERD0605UBD	328.00	52
8x4	FERD0804UB	FERD0804UBD	310.00	65
8x5	FERD0805UB	FERD0805UBD	344.00	70
8x6	FERD0806UB	FERD0806UBD	319.00	75
10x4	FERD1004UB	FERD1004UBD	412.00	85
10x6	FERD1006UB	FERD1006UBD	395.00	90



\*Weights exclude accessories

Available in all sizes - Please call for prices

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

MCWANE PIPE PRODUCTS  
 MCWANE CORPORATION (TOLL FREE) 800-899-3309 (FAX) 251-555-9000  
 www.mcwane.com



C110 DI Standard Coat (Black) Outside, Bare ID **FLANGED FULL BODY - BARE ID**

Price List

UPL.09.02

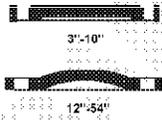
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
10x8	FERD1008UB	FERD1008UBD	451.00	110
12x4	FERD1204UB	FERD1204UBD	531.00	120
12x6	FERD1206UB	FERD1206UBD	553.00	130
12x8	FERD1208UB	FERD1208UBD	616.00	145
12x10	FERD1210UB	FERD1210UBD	723.00	170

**CONCENTRIC REDUCER FLANGED**



3x2	FRD0302UB	FRD0302UBD	76.00	16
4x2	FRD0402UB	FRD0402UBD	113.00	25
4x2½	FRD04025UB	FRD04025UBD	215.00	26
4x3	FRD0403UB	FRD0403UBD	139.00	30
5x4	FRD0504UB	FRD0504UBD	271.00	32
6x2	FRD0602UB	FRD0602UBD	149.00	30
6x3	FRD0603UB	FRD0603UBD	170.00	40
6x4	FRD0604UB	FRD0604UBD	206.00	45
6x5	FRD0605UB	FRD0605UBD	217.00	52
8x3	FRD0803UB	FRD0803UBD	258.00	60
8x4	FRD0804UB	FRD0804UBD	309.00	65
8x5	FRD0805UB	FRD0805UBD	298.00	70
8x6	FRD0806UB	FRD0806UBD	337.00	75
10x4	FRD1004UB	FRD1004UBD	361.00	85
10x6	FRD1006UB	FRD1006UBD	433.00	90
10x8	FRD1008UB	FRD1008UBD	540.00	110
12x4	FRD1204UB	FRD1204UBD	527.00	120
12x6	FRD1206UB	FRD1206UBD	628.00	130
12x8	FRD1208UB	FRD1208UBD	703.00	145
12x10	FRD1210UB	FRD1210UBD	796.00	170

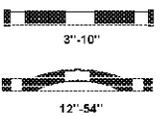
**STANDARD BLIND FLANGE\***



3	FLBD03UB	FLBD03UBD	43.00	9
4	FLBD04UB	FLBD04UBD	68.00	16
6	FLBD06UB	FLBD06UBD	119.00	25
8	FLBD08UB	FLBD08UBD	191.00	42
10	FLBD10UB	FLBD10UBD	242.00	63
12	FLBD12UB	FLBD12UBD	310.00	85

\* Prime coat inside & outside

**BLIND FLANGE TAPPED (2" TAP)\***

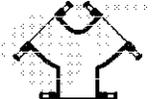


3	FLBD03TUB	FLBD03TUBD	83.00	9
4	FLBD04TUB	FLBD04TUBD	108.00	16
6	FLBD06TUB	FLBD06TUBD	159.00	25
8	FLBD08TUB	FLBD08TUBD	231.00	42
10	FLBD10TUB	FLBD10TUBD	282.00	63
12	FLBD12TUB	FLBD12TUBD	350.00	85

\* Prime coat inside & outside

The standard tap size is 2" NPT. For other sizes, please contact Star® Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.

**FLANGED TRUE WYE**



4x4x4	FTYD0404UB	FTYD0404UBD	248.00	55
6x4x4	FTYD0604UB	FTYD0604UBD	255.00	80
6x6x6	FTYD0606UB	FTYD0606UBD	361.00	85



\*Weights exclude accessories

Available in all sizes - Please call for prices

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-999-3309 | FAX 281-555-9600  
www.star-pipe.com | 312-201-1111



C110 DI Standard Coat (Black) Outside, Bare ID **FLANGED FULL BODY - BARE ID**

Price List

UPL09.02

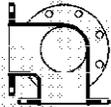
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
8x6x6	FTYD0806UB	FTYD0806UBD	425.00	120
8x8x8	FTYD0808UB	FTYD0808UBD	595.00	140
10x8x8	FTYD1008UB	FTYD1008UBD		155

**FLANGE X FLARE 90° ELL**



3	FBFD9003UB	FBFD9003UBD	143.00	25
4	FBFD9004UB	FBFD9004UBD	203.00	40
6	FBFD9006UB	FBFD9006UBD	298.00	82
8	FBFD9008UB	FBFD9008UBD	510.00	110
10	FBFD9010UB	FBFD9010UBD	829.00	175
12	FBFD9012UB	FBFD9012UBD	1,169.00	245

**90 DEGREE FE SIDE OUTLET BENDS**



3	FBSOD9003UB	FBSOD9003UBD	309.00	35
4	FBSOD9004UB	FBSOD9004UBD	539.00	60
6	FBSOD9006UB	FBSOD9006UBD	851.00	95
8	FBSOD9008UB	FBSOD9008UBD	1,467.00	145
10	FBSOD9010UB	FBSOD9010UBD	2,154.00	240
12	FBSOD9012UB	FBSOD9012UBD	3,167.00	345

**FLANGE ACC PACK WITH 1/8" RED RUBBER GASKET & HEX BOLTS & NUTS**

3	FAH03Z	FAH03ZD	11.00	2
4	FAH04Z	FAH04ZD	18.00	3
6	FAH06Z	FAH06ZD	29.00	5
8	FAH08Z	FAH08ZD	30.00	6
10	FAH10Z	FAH10ZD	60.00	12
12	FAH12Z	FAH12ZD	67.00	13
14	FAH14Z	FAH14ZD	122.00	19
16	FAH16Z	FAH16ZD	139.00	25
18	FAH18Z	FAH18ZD	216.00	35
20	FAH20Z	FAH20ZD	267.00	45
24	FAH24Z	FAH24ZD	352.00	63
30	FAH30Z	FAH30ZD	861.00	95
36	FAH36Z	FAH36ZD	POA	170
42	FAH42Z	FAH42ZD	POA	215
48	FAH48Z	FAH48ZD	POA	265
54	FAH54Z	FAH54ZD	POA	390

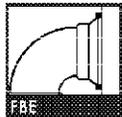


\*Weights exclude accessories

Available in all sizes - Please call for prices

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
 HOUSTON CORPORATE (TOLL FREE) 832-999-3309 | FAX 281-555-9600  
 www.starpipe.com | 1-800-333-2222



FUSION BONDED EPOXY

# C153 DI COMPACT MJ FITTINGS

**ANSI/AWWA C153/A21.53**

version: **UPL.09.02**

EFFECTIVE: MAY 12, 2009

(SUPERSEDES ALL PREVIOUS PRICING)

<b>WEST COAST (U.S.)</b> Toll Free: (877) 701-7827 Fax: (951) 898-9561	<b>CENTRAL (U.S.)</b> Toll Free: (800) 999-3009 Fax: (281) 558-9000	<b>EAST COAST (U.S.)</b> Toll Free: (888) 941-7827 Fax: (904) 714-2839	<b>CAMBRIDGE (CANADA)</b> Toll Free: (888) 893-7827 Fax: (519) 650-1553	<b>LAVAL (CANADA)</b> Toll Free: (877) 477-7116 Fax: (450) 681-3807
--	---	--	---	---



McWane Products  
 4018 McWane Parkway  
 Houston, Texas 77067  
[www.mcwane.com/usa/index.html](http://www.mcwane.com/usa/index.html)

McWane Products (Canada)  
 2011 27th Street, Red Deer  
 Alberta T4N 1Z9, Canada  
 (403) 442-7827 Fax

Confidential

McWane-018203

CX 2359-081



C153 DI Fusion Bonded Epoxy Coated MJ

Price List  
MJ COMPACT - EPOXY COATED

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
---------------	------------------------	--------------------	---------------------------	---------------	----------------

90° (1/4) MJ BEND



3	MJB9003F	MJB9003FD	121.00	19	40
4	MJB9004F	MJB9004FD	126.00	24	40
6	MJB9006F	MJB9006FD	200.00	39	24
8	MJB9008F	MJB9008FD	295.00	57	6
10	MJB9010F	MJB9010FD	455.00	89	4
12	MJB9012F	MJB9012FD	605.00	108	4
14	MJB9014F	MJB9014FD	1,061.00	200	4
16	MJB9016F	MJB9016FD	1,339.00	264	
18	MJB9018F	MJB9018FD	1,806.00	333	
20	MJB9020F	MJB9020FD	2,191.00	393	
24	MJB9024F	MJB9024FD	3,444.00	548	
30	MJB9030F	MJB9030FD	5,813.00	960	
36	MJB9036F	MJB9036FD	9,063.00	1499	

45° (1/8) MJ BEND



3	MJB4503F	MJB4503FD	105.00	19	40
4	MJB4504F	MJB4504FD	105.00	20	40
6	MJB4506F	MJB4506FD	165.00	33	24
8	MJB4508F	MJB4508FD	235.00	46	12
10	MJB4510F	MJB4510FD	340.00	70	4
12	MJB4512F	MJB4512FD	500.00	86	4
14	MJB4514F	MJB4514FD	824.00	140	4
16	MJB4516F	MJB4516FD	1,029.00	202	2
18	MJB4518F	MJB4518FD	1,340.00	253	
20	MJB4520F	MJB4520FD	1,581.00	302	
24	MJB4524F	MJB4524FD	2,280.00	392	
30	MJB4530F	MJB4530FD	4,875.00	783	
36	MJB4536F	MJB4536FD	7,094.00	1142	

22 1/2° (1/16) MJ BEND



3	MJB2203F	MJB2203FD	66.00	16	40
4	MJB2204F	MJB2204FD	100.00	18	40
6	MJB2206F	MJB2206FD	150.00	32	18
8	MJB2208F	MJB2208FD	230.00	46	9
10	MJB2210F	MJB2210FD	330.00	64	4
12	MJB2212F	MJB2212FD	435.00	84	4
14	MJB2214F	MJB2214FD	635.00	148	4
16	MJB2216F	MJB2216FD	987.00	178	2
18	MJB2218F	MJB2218FD	1,328.00	254	
20	MJB2220F	MJB2220FD	1,679.00	303	
24	MJB2224F	MJB2224FD	2,196.00	400	
30	MJB2230F	MJB2230FD	4,156.00	796	
36	MJB2236F	MJB2236FD	6,000.00	1160	

11 1/4° (1/32) MJ BEND



3	MJB1103F	MJB1103FD	66.00	17	
4	MJB1104F	MJB1104FD	89.00	18	40
6	MJB1106F	MJB1106FD	155.00	32	18
8	MJB1108F	MJB1108FD	210.00	46	9
10	MJB1110F	MJB1110FD	300.00	64	4
12	MJB1112F	MJB1112FD	385.00	84	4



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
MCWANE CORPORATE (TOLL FREE) 800 899 3009 (FAX) 251 555 9000  
www.star-pipe.com



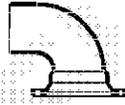
C153 DI Fusion Bonded Epoxy Coated MJ

Price List  
MJ COMPACT - EPOXY COATED

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
14	MJB1114F	MJB1114FD	856.00	172	4
16	MJB1116F	MJB1116FD	987.00	211	2
18	MJB1118F	MJB1118FD	1,461.00	254	
20	MJB1120F	MJB1120FD	1,478.00	303	
24	MJB1124F	MJB1124FD	2,022.00	400	
30	MJB1130F	MJB1130FD	3,750.00	800	
36	MJB1136F	MJB1136FD	5,125.00	1165	

90° (1/4) MJ X PE BEND



3	MJBP9003F	MJBP9003FD	99.00	22	
4	MJBP9004F	MJBP9004FD	126.00	26	30
6	MJBP9006F	MJBP9006FD	200.00	40	16
8	MJBP9008F	MJBP9008FD	285.00	57	6
10	MJBP9010F	MJBP9010FD	440.00	83	4
12	MJBP9012F	MJBP9012FD	570.00	110	4
14	MJBP9014F	MJBP9014FD	1,034.00	206	
16	MJBP9016F	MJBP9016FD	1,586.00	260	2
18	MJBP9018F	MJBP9018FD	3,279.00	311	
24	MJBP9024F	MJBP9024FD	3,450.00	518	
30	MJBP9030F	MJBP9030FD	5,406.00	995	

45° (1/8) MJ X PE BEND



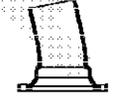
3	MJBP4503F	MJBP4503FD	83.00	19	25
4	MJBP4504F	MJBP4504FD	105.00	22	16
6	MJBP4506F	MJBP4506FD	170.00	31	6
8	MJBP4508F	MJBP4508FD	240.00	48	6
10	MJBP4510F	MJBP4510FD	350.00	70	4
12	MJBP4512F	MJBP4512FD	490.00	91	4
14	MJBP4514F	MJBP4514FD	767.00	153	
16	MJBP4516F	MJBP4516FD	966.00	201	
18	MJBP4518F	MJBP4518FD	2,733.00	246	
20	MJBP4520F	MJBP4520FD	3,484.00	302	
24	MJBP4524F	MJBP4524FD	2,340.00	490	
30	MJBP4530F	MJBP4530FD	4,469.00	715	

22 1/2° (1/16) MJ X PE BEND



3	MJBP2203F	MJBP2203FD	72.00	13	
4	MJBP2204F	MJBP2204FD	93.00	16	16
6	MJBP2206F	MJBP2206FD	155.00	31	
8	MJBP2208F	MJBP2208FD	240.00	45	
10	MJBP2210F	MJBP2210FD	315.00	71	
12	MJBP2212F	MJBP2212FD	395.00	88	4
14	MJBP2214F	MJBP2214FD	798.00	152	
16	MJBP2216F	MJBP2216FD	1,339.00	181	
18	MJBP2218F	MJBP2218FD	2,778.00	248	
20	MJBP2220F	MJBP2220FD	3,248.00	290	
24	MJBP2224F	MJBP2224FD	2,370.00	455	
30	MJBP2230F	MJBP2230FD	3,750.00	600	

11 1/4° (1/32) MJ X PE BEND



3	MJBP1103F	MJBP1103FD	72.00	13	40
4	MJBP1104F	MJBP1104FD	89.00	17	32



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-899-3309 (FAX) 281-555-9000  
www.star-pipe.com



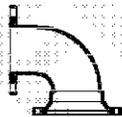
C153 DI Fusion Bonded Epoxy Coated MJ

Price List  
MJ COMPACT - EPOXY COATED

UPL09.02

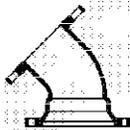
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
6	MJBP1106F	MJBP1106FD	145.00	29	
8	MJBP1108F	MJBP1108FD	225.00	41	
10	MJBP1110F	MJBP1110FD	280.00	56	
12	MJBP1112F	MJBP1112FD	355.00	71	
14	MJBP1114F	MJBP1114FD	698.00	133	
16	MJBP1116F	MJBP1116FD	866.00	161	
18	MJBP1118F	MJBP1118FD	2,661.00	248	
20	MJBP1120F	MJBP1120FD	3,121.00	291	
24	MJBP1124F	MJBP1124FD	2,400.00	475	

90° (1/4) MJ X FE BEND



3	MJFB9003F	MJFB9003FD	121.00	20	
4	MJFB9004F	MJFB9004FD	137.00	26	10
6	MJFB9006F	MJFB9006FD	235.00	47	18
8	MJFB9008F	MJFB9008FD	410.00	68	9
10	MJFB9010F	MJFB9010FD	510.00	102	4
12	MJFB9012F	MJFB9012FD	815.00	134	4
14	MJFB9014F	MJFB9014FD	1,444.00	227	
16	MJFB9016F	MJFB9016FD	1,759.00	278	

45° (1/8) MJ X FE BEND



3	MJFB4503F	MJFB4503FD	178.00	17	
4	MJFB4504F	MJFB4504FD	131.00	26	32
6	MJFB4506F	MJFB4506FD	280.00	47	
8	MJFB4508F	MJFB4508FD	355.00	68	18
10	MJFB4510F	MJFB4510FD	515.00	102	
12	MJFB4512F	MJFB4512FD	755.00	134	4
14	MJFB4514F	MJFB4514FD	1,407.00	207	
16	MJFB4516F	MJFB4516FD	1,680.00	290	

22 1/2° (1/16) MJ X FE BEND



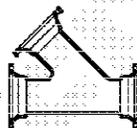
4	MJFB2204F	MJFB2204FD	168.00	26	32
6	MJFB2206F	MJFB2206FD	205.00	47	
8	MJFB2208F	MJFB2208FD	320.00	68	9
10	MJFB2210F	MJFB2210FD	460.00	102	4
12	MJFB2212F	MJFB2212FD	660.00	134	4

11 1/4° (1/32) MJ X FE BEND



4	MJFB1104F	MJFB1104FD	147.00	19	32
6	MJFB1106F	MJFB1106FD	200.00	30	
8	MJFB1108F	MJFB1108FD	265.00	50	18
10	MJFB1110F	MJFB1110FD	440.00	75	4
12	MJFB1112F	MJFB1112FD	570.00	88	4

MJ LATERAL



3x3	MJL0303F	MJL0303FD	187.00	36	
4x3	MJL0403F	MJL0403FD	200.00	40	
4x4	MJL0404F	MJL0404FD	263.00	51	16
6x4	MJL0604F	MJL0604FD	260.00	73	6
6x6	MJL0606F	MJL0606FD	383.00	81	6
8x4	MJL0804F	MJL0804FD	530.00	106	6
8x6	MJL0806F	MJL0806FD	440.00	114	6



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
MCWANE CORPORATE (TOLL FREE) 800 899 3309 (FAX) 251 555 9000  
www.star-pipe.com



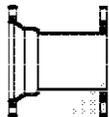
C153 DI Fusion Bonded Epoxy Coated MJ

Price List  
MJ COMPACT - EPOXY COATED

UPL09.02

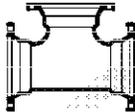
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
8x8	MJL0808F	MJL0808FD	545.00	128	6
10x4	MJL1004F	MJL1004FD	750.00	150	
10x6	MJL1006F	MJL1006FD	790.00	136	2
10x8	MJL1008F	MJL1008FD	860.00	170	
10x10	MJL1010F	MJL1010FD	1,050.00	199	2
12x4	MJL1204F	MJL1204FD	1,055.00	184	2
12x6	MJL1206F	MJL1206FD	1,100.00	186	
12x8	MJL1208F	MJL1208FD	1,180.00	188	8
12x10	MJL1210F	MJL1210FD	1,385.00	250	
12x12	MJL1212F	MJL1212FD	1,485.00	272	2
14x4	MJL1414F	MJL1414FD	2,499.00	465	
16x6	MJL1606F	MJL1606FD	1,565.00	300	
16x8	MJL1608F	MJL1608FD	1,832.00	350	
16x12	MJL1612F	MJL1612FD	2,441.00	465	
16x16	MJL1616F	MJL1616FD	2,861.00	575	

MJ X FE ADAPTER



3	MJFA03F	MJFA03FD	99.00	14	
4	MJFA04F	MJFA04FD	126.00	21	64
6	MJFA06F	MJFA06FD	145.00	28	27
8	MJFA08F	MJFA08FD	260.00	49	27
10	MJFA10F	MJFA10FD	335.00	60	12
12	MJFA12F	MJFA12FD	480.00	99	12
14	MJFA14F	MJFA14FD	662.00	127	2
16	MJFA16F	MJFA16FD	872.00	155	2
18	MJFA18F	MJFA18FD	1,162.00	190	2
20	MJFA20F	MJFA20FD	1,581.00	275	2
24	MJFA24F	MJFA24FD	1,944.00	324	2

MJ TEE



3x3	MJT0303F	MJT0303FD	160.00	29	40
4x3	MJT0403F	MJT0403FD	158.00	30	16
4x4	MJT0404F	MJT0404FD	168.00	32	16
6x3	MJT0603F	MJT0603FD	210.00	42	9
6x4	MJT0604F	MJT0604FD	260.00	46	9
6x6	MJT0606F	MJT0606FD	290.00	56	9
8x3	MJT0803F	MJT0803FD	290.00	52	
8x4	MJT0804F	MJT0804FD	300.00	60	6
8x6	MJT0806F	MJT0806FD	365.00	72	6
8x8	MJT0808F	MJT0808FD	435.00	86	6
10x3	MJT1003F	MJT1003FD	375.00	75	
10x4	MJT1004F	MJT1004FD	390.00	78	4
10x6	MJT1006F	MJT1006FD	450.00	90	4
10x8	MJT1008F	MJT1008FD	525.00	105	4
10x10	MJT1010F	MJT1010FD	600.00	120	4
12x3	MJT1203F	MJT1203FD	450.00	90	
12x4	MJT1204F	MJT1204FD	470.00	94	4
12x6	MJT1206F	MJT1206FD	570.00	110	4
12x8	MJT1208F	MJT1208FD	655.00	125	4
12x10	MJT1210F	MJT1210FD	700.00	140	4
12x12	MJT1212F	MJT1212FD	840.00	160	4
14x6	MJT1406F	MJT1406FD	956.00	183	2
14x8	MJT1408F	MJT1408FD	1,082.00	211	2



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

STEEL PIPE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 800-899-3309 (FAX) 281-553-9000  
www.spp.com 312-202-1111



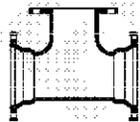
C153 DI Fusion Bonded Epoxy Coated MJ

Price List  
MJ COMPACT - EPOXY COATED

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
14x10	MJT1410F	MJT1410FD	1,197.00	229	2
14x12	MJT1412F	MJT1412FD	1,286.00	235	2
14x14	MJT1414F	MJT1414FD	1,470.00	281	2
16x6	MJT1606F	MJT1606FD	1,234.00	270	
16x8	MJT1608F	MJT1608FD	1,339.00	242	
16x10	MJT1610F	MJT1610FD	1,470.00	265	2
18x12	MJT1612F	MJT1612FD	1,601.00	344	2
16x14	MJT1614F	MJT1614FD	1,811.00	317	
16x16	MJT1616F	MJT1616FD	2,021.00	435	2
18x6	MJT1806F	MJT1806FD	1,783.00	275	
18x8	MJT1808F	MJT1808FD	1,926.00	280	
18x10	MJT1810F	MJT1810FD	1,811.00	301	
18x12	MJT1812F	MJT1812FD	2,289.00	372	
18x14	MJT1814F	MJT1814FD	2,386.00	415	
18x16	MJT1816F	MJT1816FD	2,553.00	476	
18x18	MJT1818F	MJT1818FD	2,979.00	490	
20x6	MJT2006F	MJT2006FD	2,001.00	335	
20x8	MJT2008F	MJT2008FD	2,047.00	383	
20x10	MJT2010F	MJT2010FD	2,128.00	410	
20x12	MJT2012F	MJT2012FD	2,536.00	432	
20x14	MJT2014F	MJT2014FD	2,933.00	514	
20x16	MJT2016F	MJT2016FD	2,496.00	553	
20x18	MJT2018F	MJT2018FD	3,364.00	560	
20x20	MJT2020F	MJT2020FD	2,749.00	605	
24x6	MJT2406F	MJT2406FD	2,472.00	454	
24x8	MJT2408F	MJT2408FD	2,544.00	475	
24x10	MJT2410F	MJT2410FD	2,784.00	505	
24x12	MJT2412F	MJT2412FD	2,712.00	545	
24x14	MJT2414F	MJT2414FD	3,300.00	585	
24x16	MJT2416F	MJT2416FD	3,486.00	625	
24x18	MJT2418F	MJT2418FD	3,504.00	721	
24x20	MJT2420F	MJT2420FD	3,948.00	740	
24x24	MJT2424F	MJT2424FD	4,260.00	830	
30x6	MJT3006F	MJT3006FD	4,088.00	717	

MJ X FE TEE



3x3	MJFT0303F	MJFT0303FD	176.00	30	
4x3	MJFT0403F	MJFT0403FD	194.00	34	16
4x4	MJFT0404F	MJFT0404FD	210.00	40	16
6x3	MJFT0603F	MJFT0603FD	265.00	50	12
6x4	MJFT0604F	MJFT0604FD	275.00	55	12
6x6	MJFT0606F	MJFT0606FD	315.00	56	12
8x4	MJFT0804F	MJFT0804FD	370.00	75	6
8x6	MJFT0806F	MJFT0806FD	400.00	80	6
8x8	MJFT0808F	MJFT0808FD	490.00	85	6
10x4	MJFT1004F	MJFT1004FD	450.00	90	4
10x6	MJFT1006F	MJFT1006FD	560.00	100	4
10x8	MJFT1008F	MJFT1008FD	605.00	105	
10x10	MJFT1010F	MJFT1010FD	770.00	125	8
12x4	MJFT1204F	MJFT1204FD	520.00	118	4
12x6	MJFT1206F	MJFT1206FD	600.00	120	4
12x8	MJFT1208F	MJFT1208FD	690.00	130	4
12x10	MJFT1210F	MJFT1210FD	790.00	150	



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
MCWANE CORPORATE (TOLL FREE) 800-899-3309 (FAX) 251-555-9000  
www.starpipe.com/starpipe



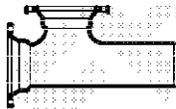
C153 DI Fusion Bonded Epoxy Coated MJ

Price List  
MJ COMPACT - EPOXY COATED

UPL09.02

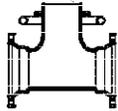
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
12x12	MJFT1212F	MJFT1212FD	990.00	170	4
14x6	MJFT1406F	MJFT1406FD	1,061.00	205	
14x10	MJFT1410F	MJFT1410FD	1,523.00	244	
14x12	MJFT1412F	MJFT1412FD	1,654.00	276	
14x14	MJFT1414F	MJFT1414FD	1,775.00	302	
16x6	MJFT1606F	MJFT1606FD	1,197.00	213	
16x8	MJFT1608F	MJFT1608FD	1,449.00	260	
16x10	MJFT1610F	MJFT1610FD	1,733.00	281	
16x12	MJFT1612F	MJFT1612FD	1,785.00	304	
16x14	MJFT1614F	MJFT1614FD	1,874.00	357	
16x16	MJFT1616F	MJFT1616FD	2,468.00	374	
18x6	MJFT1806F	MJFT1806FD	1,484.00	261	
18x8	MJFT1808F	MJFT1808FD	1,938.00	351	
20x6	MJFT2006F	MJFT2006FD	2,070.00	372	
24x6	MJFT2406F	MJFT2406FD	2,436.00	460	
24x12	MJFT2412F	MJFT2412FD	3,432.00	580	
24x16	MJFT2416F	MJFT2416FD	4,320.00	744	
24x18	MJFT2418F	MJFT2418FD	10,863.00	630	
24x20	MJFT2420F	MJFT2420FD	10,976.00	720	
24x24	MJFT2424F	MJFT2424FD	14,017.00	923	

MJ X PE X MJ TEE



6	MJPT0606F	MJPT0606FD	205.00	57	
8x6	MJPT0806F	MJPT0806FD	395.00	79	
8	MJPT0808F	MJPT0808FD	435.00	83	6
10	MJPT1010F	MJPT1010FD	665.00	133	

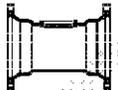
MJ X SWIVEL HYDRANT TEE WITH SWIVEL GLAND\*



6x6	MJTH0606F	MJTH0606FD	335.00	65	6
8x6	MJTH0806F	MJTH0806FD	420.00	85	6
8x8	MJTH0808F	MJTH0808FD	525.00	116	16
10x6	MJTH1006F	MJTH1006FD	470.00	111	6
10x8	MJTH1008F	MJTH1008FD	575.00	138	
12x6	MJTH1206F	MJTH1206FD	585.00	132	4
12x8	MJTH1208F	MJTH1208FD	725.00	149	4
14x6	MJTH1406F	MJTH1406FD	1,202.00	211	2
16x6	MJTH1606F	MJTH1606FD	1,076.00	248	2
18x6	MJTH1806F	MJTH1806FD	1,599.00	330	
20x6	MJTH2006F	MJTH2006FD	1,587.00	391	
24x6	MJTH2406F	MJTH2406FD	2,364.00	478	

\*SWIVEL GLAND IS NOT EPOXY COATED

MJ TEE TAPPED (2" TAP ONLY)



3	MJT0303TF	MJT0303TFD	156.00	18	40
4	MJT0404TF	MJT0404TFD	182.00	25	16
6	MJT0606TF	MJT0606TFD	240.00	35	9
8	MJT0808TF	MJT0808TFD	310.00	55	9
10	MJT1010TF	MJT1010TFD	375.00	70	4
12	MJT1212TF	MJT1212TFD	455.00	85	4
16	MJT1616TF	MJT1616TFD	1,141.00	164	

The standard tap size is 2" NPT. For other sizes, please contact Star® Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
HOUSTON CORPORATE (TEL: 281-339-3309) (FAX: 281-339-9000)  
www.starpipe.com



C153 DI Fusion Bonded Epoxy Coated MJ

Price List  
MJ COMPACT - EPOXY COATED

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
---------------	------------------------	--------------------	---------------------------	---------------	----------------

**MJ PLUG - SOLID**



3	MJP03F	MJP03FD	55.00	8	100
4	MJP04F	MJP04FD	74.00	10	100
6	MJP06F	MJP06FD	120.00	20	54
8	MJP08F	MJP08FD	170.00	30	54
10	MJP10F	MJP10FD	220.00	40	24
12	MJP12F	MJP12FD	265.00	50	24
14	MJP14F	MJP14FD	578.00	77	16
16	MJP16F	MJP16FD	740.00	101	4
18	MJP18F	MJP18FD	1,006.00	130	4
20	MJP20F	MJP20FD	1,231.00	153	4
24	MJP24F	MJP24FD	1,782.00	202	4

**MJ PLUG - TAPPED (2" TAP ONLY)**



3	MJP03TF	MJP03TFD	95.00	8	
4	MJP04TF	MJP04TFD	114.00	10	100
6	MJP06TF	MJP06TFD	160.00	20	54
8	MJP08TF	MJP08TFD	210.00	30	54
10	MJP10TF	MJP10TFD	260.00	40	24
12	MJP12TF	MJP12TFD	305.00	50	24
14	MJP14TF	MJP14TFD	658.00	77	16
16	MJP16TF	MJP16TFD	820.00	101	4
18	MJP18TF	MJP18TFD	1,086.00	130	4
20	MJP20TF	MJP20TFD	1,311.00	153	4
24	MJP24TF	MJP24TFD	1,882.00	202	4

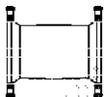
The standard tap size is 2" NPT. For other sizes, please contact Star® Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.

**MJ SOLID SLEEVE SHORT**



3	MJSS03F	MJSS03FD	72.00	15	
4	MJSS04F	MJSS04FD	74.00	18	48
6	MJSS06F	MJSS06FD	125.00	24	27
8	MJSS08F	MJSS08FD	170.00	35	8
10	MJSS10F	MJSS10FD	260.00	40	8
12	MJSS12F	MJSS12FD	290.00	58	8
14	MJSS14F	MJSS14FD	567.00	131	8
16	MJSS16F	MJSS16FD	709.00	150	2
18	MJSS18F	MJSS18FD	914.00	171	2
20	MJSS20F	MJSS20FD	1,116.00	186	2
24	MJSS24F	MJSS24FD	1,524.00	230	2

**MJ SOLID SLEEVE LONG**



3	MJSL03F	MJSL03FD	99.00	19	25
4	MJSL04F	MJSL04FD	116.00	22	25
6	MJSL06F	MJSL06FD	175.00	36	9
8	MJSL08F	MJSL08FD	230.00	46	4
10	MJSL10F	MJSL10FD	345.00	64	4
12	MJSL12F	MJSL12FD	460.00	77	4
14	MJSL14F	MJSL14FD	725.00	160	4
16	MJSL16F	MJSL16FD	924.00	186	
18	MJSL18F	MJSL18FD	1,208.00	200	
20	MJSL20F	MJSL20FD	1,461.00	269	
24	MJSL24F	MJSL24FD	2,004.00	377	



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-999-3309 | FAX 281-555-9000  
www.star-pipe.com | 2012-2013



C153 DI Fusion Bonded Epoxy Coated MJ

Price List  
MJ COMPACT - EPOXY COATED

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
<b>MJ CAP - SOLID</b>					
3	MJC03F	MJC03FD	55.00	8	150
4	MJC04F	MJC04FD	47.00	12	80
6	MJC06F	MJC06FD	80.00	15	54
8	MJC08F	MJC08FD	125.00	25	54
10	MJC10F	MJC10FD	185.00	35	24
12	MJC12F	MJC12FD	235.00	45	24
14	MJC14F	MJC14FD	383.00	85	16
16	MJC16F	MJC16FD	515.00	93	16
18	MJC18F	MJC18FD	690.00	122	4
20	MJC20F	MJC20FD	826.00	152	4
24	MJC24F	MJC24FD	1,189.00	202	4



**MJ CAP - TAPPED (2" TAP ONLY)**

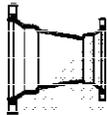
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
<b>MJ CAP - TAPPED (2" TAP ONLY)</b>					
3	MJC03TF	MJC03TFD	95.00	8	
4	MJC04TF	MJC04TFD	87.00	12	80
6	MJC06TF	MJC06TFD	120.00	15	54
8	MJC08TF	MJC08TFD	165.00	25	54
10	MJC10TF	MJC10TFD	225.00	35	24
12	MJC12TF	MJC12TFD	275.00	45	24
14	MJC14TF	MJC14TFD	463.00	72	16
16	MJC16TF	MJC16TFD	595.00	98	16
18	MJC18TF	MJC18TFD	770.00	122	4
20	MJC20TF	MJC20TFD	908.00	148	4
24	MJC24TF	MJC24TFD	1,288.00	202	4



The standard tap size is 2" NPT. For other sizes, please contact Star® Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.

**MJ REDUCER**

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
<b>MJ REDUCER</b>					
4x3	MJR0403F	MJR0403FD	95.00	18	40
6x3	MJR0603F	MJR0603FD	130.00	28	18
6x4	MJR0604F	MJR0604FD	115.00	24	18
8x4	MJR0804F	MJR0804FD	180.00	32	18
8x6	MJR0806F	MJR0806FD	190.00	36	18
10x4	MJR1004F	MJR1004FD	210.00	46	18
10x6	MJR1006F	MJR1006FD	210.00	48	18
10x8	MJR1008F	MJR1008FD	230.00	50	8
12x4	MJR1204F	MJR1204FD	265.00	58	
12x6	MJR1206F	MJR1206FD	280.00	60	4
12x8	MJR1208F	MJR1208FD	285.00	62	8
12x10	MJR1210F	MJR1210FD	300.00	64	8
14x6	MJR1406F	MJR1406FD	578.00	104	1
14x8	MJR1408F	MJR1408FD	578.00	104	1
14x10	MJR1410F	MJR1410FD	525.00	100	1
14x12	MJR1412F	MJR1412FD	525.00	97	8
16x6	MJR1606F	MJR1606FD	761.00	132	4
16x8	MJR1608F	MJR1608FD	735.00	136	4
16x10	MJR1610F	MJR1610FD	709.00	128	4
16x12	MJR1612F	MJR1612FD	683.00	161	4
16x14	MJR1614F	MJR1614FD	866.00	140	4
18x8	MJR1808F	MJR1808FD	932.00	190	



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
HOUSTON CORPORATE (TEL: 281-899-3309) (FAX: 281-555-9000)  
www.starpipe.com



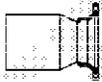
C153 DI Fusion Bonded Epoxy Coated MJ

Price List  
MJ COMPACT - EPOXY COATED

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
18x10	MJR1810F	MJR1810FD	1,064.00	196	
18x12	MJR1812F	MJR1812FD	1,035.00	185	2
18x14	MJR1814F	MJR1814FD	1,052.00	197	
18x16	MJR1816F	MJR1816FD	1,098.00	196	2
20x8	MJR2008F	MJR2008FD	1,311.00	227	
20x10	MJR2010F	MJR2010FD	1,236.00	225	
20x12	MJR2012F	MJR2012FD	1,156.00	210	2
20x14	MJR2014F	MJR2014FD	1,150.00	208	2
20x16	MJR2016F	MJR2016FD	1,064.00	238	
20x18	MJR2018F	MJR2018FD	1,185.00	250	
24x12	MJR2412F	MJR2412FD	1,842.00	327	
24x14	MJR2414F	MJR2414FD	1,890.00	315	
24x16	MJR2416F	MJR2416FD	1,914.00	324	
24x18	MJR2418F	MJR2418FD	1,800.00	328	
24x20	MJR2420F	MJR2420FD	1,848.00	334	
30x16	MJR3016F	MJR3016FD	3,981.00	475	
30x18	MJR3018F	MJR3018FD	4,138.00	495	
30x20	MJR3020F	MJR3020FD	3,913.00	525	

MJ SMALL END BELL (SEB) REDUCER



4x3	MJRS0403F	MJRS0403FD	95.00	15	25
6x3	MJRS0603F	MJRS0603FD	135.00	23	16
6x4	MJRS0604F	MJRS0604FD	130.00	27	16
8x4	MJRS0804F	MJRS0804FD	170.00	35	9
8x6	MJRS0806F	MJRS0806FD	175.00	37	9
10x4	MJRS1004F	MJRS1004FD	220.00	46	9
10x6	MJRS1006F	MJRS1006FD	230.00	46	9
10x8	MJRS1008F	MJRS1008FD	245.00	50	9
12x4	MJRS1204F	MJRS1204FD	310.00	58	4
12x6	MJRS1206F	MJRS1206FD	325.00	60	4
12x8	MJRS1208F	MJRS1208FD	305.00	62	4
12x10	MJRS1210F	MJRS1210FD	305.00	64	4
14x6	MJRS1406F	MJRS1406FD	562.00	107	
14x8	MJRS1408F	MJRS1408FD	562.00	107	
14x10	MJRS1410F	MJRS1410FD	494.00	107	4
14x12	MJRS1412F	MJRS1412FD	494.00	101	4
16x6	MJRS1606F	MJRS1606FD	730.00	131	4
16x8	MJRS1608F	MJRS1608FD	704.00	128	4
16x10	MJRS1610F	MJRS1610FD	693.00	24	4
16x12	MJRS1612F	MJRS1612FD	651.00	128	4
16x14	MJRS1614F	MJRS1614FD	662.00	139	4
18x8	MJRS1808F	MJRS1808FD	975.00	180	
18x10	MJRS1810F	MJRS1810FD	995.00	180	
18x12	MJRS1812F	MJRS1812FD	997.00	170	4
18x14	MJRS1814F	MJRS1814FD	1,006.00	181	4
18x16	MJRS1816F	MJRS1816FD	1,035.00	180	4
20x10	MJRS2010F	MJRS2010FD	1,323.00	210	
20x12	MJRS2012F	MJRS2012FD	1,070.00	208	
20x14	MJRS2014F	MJRS2014FD	1,139.00	198	
20x16	MJRS2016F	MJRS2016FD	1,156.00	215	
20x18	MJRS2018F	MJRS2018FD	1,265.00	220	
24x12	MJRS2412F	MJRS2412FD	1,650.00	300	
24x14	MJRS2414F	MJRS2414FD	1,950.00	325	



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

McWANE PIPE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 800-899-3309 (FAX) 281-555-9000  
www.mcwane.com



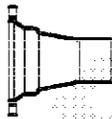
C153 DI Fusion Bonded Epoxy Coated MJ

Price List  
MJ COMPACT - EPOXY COATED

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
24x16	MJRS2416F	MJRS2416FD	1,674.00	319	
24x18	MJRS2418F	MJRS2418FD	1,860.00	310	
24x20	MJRS2420F	MJRS2420FD	1,620.00	305	

MJ LARGE END BELL (LEB) REDUCER



4x3	MJRL0403F	MJRL0403FD	95.00	18	25
6x3	MJRL0603F	MJRL0603FD	130.00	19	16
6x4	MJRL0604F	MJRL0604FD	150.00	24	18
8x4	MJRL0804F	MJRL0804FD	170.00		9
8x6	MJRL0806F	MJRL0806FD	185.00	36	9
10x4	MJRL1004F	MJRL1004FD	230.00	46	4
10x6	MJRL1006F	MJRL1006FD	230.00	48	
10x8	MJRL1008F	MJRL1008FD	250.00	50	
12x4	MJRL1204F	MJRL1204FD	375.00	58	4
12x6	MJRL1206F	MJRL1206FD	300.00	60	4
12x8	MJRL1208F	MJRL1208FD	310.00	62	4
12x10	MJRL1210F	MJRL1210FD	320.00	64	4
14x6	MJRL1406F	MJRL1406FD	588.00	112	
14x8	MJRL1408F	MJRL1408FD	567.00	108	
14x10	MJRL1410F	MJRL1410FD	525.00	92	
14x12	MJRL1412F	MJRL1412FD	767.00	96	
16x6	MJRL1606F	MJRL1606FD	830.00	144	
16x8	MJRL1608F	MJRL1608FD	830.00	136	
16x10	MJRL1610F	MJRL1610FD	793.00	116	
16x12	MJRL1612F	MJRL1612FD	882.00	118	
16x14	MJRL1614F	MJRL1614FD	935.00	135	
18x8	MJRL1808F	MJRL1808FD	1,121.00	195	
18x10	MJRL1810F	MJRL1810FD	1,064.00	185	
18x12	MJRL1812F	MJRL1812FD	1,006.00	183	
18x14	MJRL1814F	MJRL1814FD	1,093.00	200	
18x16	MJRL1816F	MJRL1816FD	1,093.00	192	
20x10	MJRL2010F	MJRL2010FD	1,248.00	210	
20x12	MJRL2012F	MJRL2012FD	1,213.00	210	
20x14	MJRL2014F	MJRL2014FD	1,179.00	205	
20x16	MJRL2016F	MJRL2016FD	1,202.00	238	
24x12	MJRL2412F	MJRL2412FD	1,794.00	300	
24x14	MJRL2414F	MJRL2414FD	1,890.00	322	
24x16	MJRL2416F	MJRL2416FD	1,782.00	340	

PE X PE REDUCER



4x3	MJRP0403F	MJRP0403FD	89.00	18	
6x3	MJRP0603F	MJRP0603FD	115.00	20	
6x4	MJRP0604F	MJRP0604FD	125.00	25	25
8x4	MJRP0804F	MJRP0804FD	165.00	33	
8x6	MJRP0806F	MJRP0806FD	175.00	36	16
10x6	MJRP1006F	MJRP1006FD	225.00	49	9
10x8	MJRP1008F	MJRP1008FD	250.00	50	
12x4	MJRP1204F	MJRP1204FD	295.00	60	
12x6	MJRP1206F	MJRP1206FD	300.00	58	
12x8	MJRP1208F	MJRP1208FD	300.00	60	4
12x10	MJRP1210F	MJRP1210FD	325.00	59	4
14x12	MJRP1412F	MJRP1412FD	483.00	100	
16x6	MJRP1606F	MJRP1606FD	698.00	128	



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-899-3309 (FAX) 281-555-9000  
www.star-pipe.com



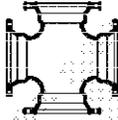
C153 DI Fusion Bonded Epoxy Coated MJ

Price List  
MJ COMPACT - EPOXY COATED

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
16x8	MJRP1608F	MJRP1608FD	698.00	136	
16x10	MJRP1610F	MJRP1610FD	677.00	128	
16x12	MJRP1612F	MJRP1612FD	662.00	113	
16x14	MJRP1614F	MJRP1614FD	698.00	133	

MJ CROSS



3x3	MJX0303F	MJX0303FD	182.00	40	
4x3	MJX0403F	MJX0403FD	257.00	49	
4x4	MJX0404F	MJX0404FD	299.00	59	
6x4	MJX0604F	MJX0604FD	245.00	70	6
6x6	MJX0606F	MJX0606FD	410.00	89	6
8x4	MJX0804F	MJX0804FD	495.00	97	6
8x6	MJX0806F	MJX0806FD	340.00	103	6
8x8	MJX0808F	MJX0808FD	405.00	132	6
10x4	MJX1004F	MJX1004FD	490.00	120	4
10x6	MJX1006F	MJX1006FD	460.00	125	4
10x8	MJX1008F	MJX1008FD	570.00	130	4
10x10	MJX1010F	MJX1010FD	605.00	212	4
12x4	MJX1204F	MJX1204FD	500.00	123	4
12x6	MJX1206F	MJX1206FD	570.00	159	2
12x8	MJX1208F	MJX1208FD	660.00	165	2
12x10	MJX1210F	MJX1210FD	1,040.00	187	4
12x12	MJX1212F	MJX1212FD	1,040.00	280	2
14x6	MJX1406F	MJX1406FD	1,092.00	210	
14x8	MJX1408F	MJX1408FD	1,313.00	231	
14x10	MJX1410F	MJX1410FD	1,339.00	255	
14x12	MJX1412F	MJX1412FD	1,412.00	269	
14x14	MJX1414F	MJX1414FD	1,570.00	344	
16x6	MJX1606F	MJX1606FD	1,313.00	250	
16x8	MJX1608F	MJX1608FD	1,517.00	264	
16x10	MJX1610F	MJX1610FD	1,811.00	286	
16x12	MJX1612F	MJX1612FD	2,084.00	310	
16x16	MJX1616F	MJX1616FD	3,035.00	410	
24x24	MJX2424F	MJX2424FD	5,478.00	1038	

EPOXY COATED DUCTILE IRON MJ GLAND - COMPACT

3	MJG03F	MJG03FD	17.00	4	
4	MJG04F	MJG04FD	17.00	5	256
6	MJG06F	MJG06FD	19.00	6	156
8	MJG08F	MJG08FD	25.00	7	117
10	MJG10F	MJG10FD	34.00	10	52
12	MJG12F	MJG12FD	40.00	12	52
14	MJG14F	MJG14FD	100.00	23	48
16	MJG16F	MJG16FD	114.00	28	10
18	MJG18F	MJG18FD	263.00	30	10
20	MJG20F	MJG20FD	271.00	43	10
24	MJG24F	MJG24FD	283.00	50	10



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
MCWANE CORPORATE (TOLL FREE) 800 899 3309 FAX 251 555 9000  
www.starpipe.com/starpipe



C153 DI Fusion Bonded Epoxy Coated MJ

Price List  
MJ COMPACT - EPOXY COATED

UPL.09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)	Crate Quantity
<b>EPOXY COATED GLAND PACK* - COMPACT MJ GLAND, MJ GASKET &amp; T-HEAD BOLTS &amp; NUTS</b>					
4	MJGP04F	MJGP04FD	35.00	8	
6	MJGP06F	MJGP06FD	44.00	12	
8	MJGP08F	MJGP08FD	52.00	15	
10	MJGP10F	MJGP10FD	66.00	20	
12	MJGP12F	MJGP12FD	74.00	25	
14	MJGP14F	MJGP14FD	149.00	35	
16	MJGP16F	MJGP16FD	170.00	42	
18	MJGP18F	MJGP18FD	314.00	45	
20	MJGP20F	MJGP20FD	329.00	60	
24	MJGP24F	MJGP24FD	452.00	70	

\*Gland is FBE with standard accessories

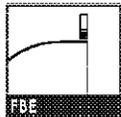


\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-899-3309 | FAX 281-555-9000  
www.star-pipe.com | 31212111





FUSION BONDED EPOXY

# C110 DI FLANGED FITTINGS

**ANSI/AWWA C110/A21.10**

version: **UPL.09.02**

EFFECTIVE: MAY 12, 2009

(SUPERSEDES ALL PREVIOUS PRICING)

**WEST COAST (U.S.)**

Toll Free: (877) 701-7827

Fax: (951) 898-9561

**CENTRAL (U.S.)**

Toll Free: (800) 999-3009

Fax: (281) 558-9000

**EAST COAST (U.S.)**

Toll Free: (888) 941-7827

Fax: (904) 714-2839

**CAMBRIDGE (CANADA)**

Toll Free: (888) 893-7827

Fax: (519) 650-1553

**LAVAL (CANADA)**

Toll Free: (877) 477-7116

Fax: (450) 681-3807



McWane Products  
4018 McWane Drive, Albany  
Missouri, MO 64707  
www.mcwane.com/products

McWane Products (Canada)  
2011 27th Street, Red Deer  
Alberta T4N 1Z8, Canada  
1-877-477-7116

Confidential

McWane-018217

CX 2359-095



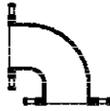
C110 DI Fusion Bonded Epoxy Coated Flanged

Price List  
**FLANGED - EPOXY COATED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
---------------	------------------------	--------------------	---------------------------	---------------

**90° (1/4) BEND FLANGED**



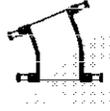
2	FBD9002F	FBD9002FD	116.00	14
3	FBD9003F	FBD9003FD	160.00	25
4	FBD9004F	FBD9004FD	237.00	45
6	FBD9006F	FBD9006FD	353.00	65
8	FBD9008F	FBD9008FD	579.00	105
10	FBD9010F	FBD9010FD	904.00	165
12	FBD9012F	FBD9012FD	1,157.00	235
14	FBD9014F	FBD9014FD	1,563.00	290
16	FBD9016F	FBD9016FD	1,968.00	370
18	FBD9018F	FBD9018FD	2,624.00	450
20	FBD9020F	FBD9020FD	3,271.00	580
24	FBD9024F	FBD9024FD	5,918.00	900
30	FBD9030F	FBD9030FD	8,722.00	1430

**45° (1/8) BEND FLANGED**



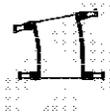
2	FBD4502F	FBD4502FD	116.00	12
3	FBD4503F	FBD4503FD	120.00	20
4	FBD4504F	FBD4504FD	211.00	40
6	FBD4506F	FBD4506FD	305.00	55
8	FBD4508F	FBD4508FD	475.00	90
10	FBD4510F	FBD4510FD	745.00	130
12	FBD4512F	FBD4512FD	975.00	195
14	FBD4514F	FBD4514FD	1,207.00	220
16	FBD4516F	FBD4516FD	1,534.00	280
18	FBD4518F	FBD4518FD	1,869.00	325
20	FBD4520F	FBD4520FD	2,748.00	430
24	FBD4524F	FBD4524FD	4,276.00	630
30	FBD4530F	FBD4530FD	7,000.00	1120

**22 1/2° (1/16) BEND FLANGED**



3	FBD2203F	FBD2203FD	110.00	20
4	FBD2204F	FBD2204FD	209.00	40
6	FBD2206F	FBD2206FD	294.00	55
8	FBD2208F	FBD2208FD	466.00	90
10	FBD2210F	FBD2210FD	719.00	130
12	FBD2212F	FBD2212FD	1,044.00	195
14	FBD2214F	FBD2214FD	1,182.00	220
16	FBD2216F	FBD2216FD	1,583.00	280
18	FBD2218F	FBD2218FD	1,924.00	325
20	FBD2220F	FBD2220FD	2,501.00	430
24	FBD2224F	FBD2224FD	4,160.00	630
30	FBD2230F	FBD2230FD	7,094.00	1120

**11 1/4° (1/32) BEND FLANGED**



3	FBD1103F	FBD1103FD	110.00	20
4	FBD1104F	FBD1104FD	209.00	40
6	FBD1106F	FBD1106FD	303.00	55
8	FBD1108F	FBD1108FD	471.00	90
10	FBD1110F	FBD1110FD	675.00	135
12	FBD1112F	FBD1112FD	1,025.00	195
14	FBD1114F	FBD1114FD	1,221.00	220



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

McWANE PIPE PRODUCTS  
 HOUSTON CORPORATE (TOLL FREE) 800 899 3309 (FAX) 281 555 9000  
 www.mcwane.com



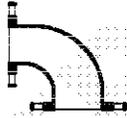
C110 DI Fusion Bonded Epoxy Coated Flanged

Price List  
FLANGED - EPOXY COATED

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
16	FBD1116F	FBD1116FD	1,497.00	280
18	FBD1118F	FBD1118FD	1,926.00	325
20	FBD1120F	FBD1120FD	2,501.00	430
24	FBD1124F	FBD1124FD	4,350.00	630
30	FBD1130F	FBD1130FD	7,188.00	1140

90° (1/4) REDUCING BEND FLANGED



4x3	FBRD900403F	FBRD900403FD	153.00	35
6x4	FBRD900604F	FBRD900604FD	275.00	55
8x4	FBRD900804F	FBRD900804FD	375.00	80
8x6	FBRD900806F	FBRD900806FD	425.00	90
10x4	FBRD901004F	FBRD901004FD	931.00	120
10x6	FBRD901006F	FBRD901006FD	675.00	125
10x8	FBRD901008F	FBRD901008FD	751.00	150
12x6	FBRD901206F	FBRD901206FD	800.00	165
12x8	FBRD901208F	FBRD901208FD	900.00	190
12x10	FBRD901210F	FBRD901210FD	1,051.00	220
14x6	FBRD901406F	FBRD901406FD	POA	190
14x8	FBRD901408F	FBRD901408FD	POA	200
14x10	FBRD901410F	FBRD901410FD	POA	279
14x12	FBRD901412F	FBRD901412FD	POA	284
16x6	FBRD901606F	FBRD901606FD	POA	220
16x8	FBRD901608F	FBRD901608FD	POA	240
16x10	FBRD901610F	FBRD901610FD	POA	280
16x12	FBRD901612F	FBRD901612FD	POA	310
16x14	FBRD901614F	FBRD901614FD	POA	330
18x6	FBRD901806F	FBRD901806FD	POA	260
18x8	FBRD901808F	FBRD901808FD	POA	280
18x10	FBRD901810F	FBRD901810FD	POA	320
18x12	FBRD901812F	FBRD901812FD	POA	350
18x14	FBRD901814F	FBRD901814FD	POA	370
18x16	FBRD901816F	FBRD901816FD	POA	410
20x6	FBRD902006F	FBRD902006FD	POA	320
20x8	FBRD902008F	FBRD902008FD	POA	345
20x10	FBRD902010F	FBRD902010FD	POA	385
20x12	FBRD902012F	FBRD902012FD	POA	415
20x14	FBRD902014F	FBRD902014FD	POA	435
20x16	FBRD902016F	FBRD902016FD	POA	475
20x18	FBRD902018F	FBRD902018FD	POA	515
24x6	FBRD902406F	FBRD902406FD	POA	480
24x8	FBRD902408F	FBRD902408FD	POA	505
24x10	FBRD902410F	FBRD902410FD	POA	545
24x12	FBRD902412F	FBRD902412FD	POA	575
24x14	FBRD902414F	FBRD902414FD	POA	595
24x16	FBRD902416F	FBRD902416FD	POA	635
24x18	FBRD902418F	FBRD902418FD	POA	675
24x20	FBRD902420F	FBRD902420FD	POA	698

90° (1/4) LONG RADIUS BEND FLANGED



3	FBLRD9003F	FBLRD9003FD	166.00	30
4	FBLRD9004F	FBLRD9004FD	263.00	50
6	FBLRD9006F	FBLRD9006FD	449.00	80
8	FBLRD9008F	FBLRD9008FD	752.00	140



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

STEEL PIPE PRODUCTS  
MCWANE CORPORATE (TOLL FREE) 800 899 3309 (FAX) 251 555 9000  
www.mcp.com www.steelpipe.com



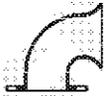
C110 DI Fusion Bonded Epoxy Coated Flanged

Price List  
FLANGED - EPOXY COATED

UPL09.02

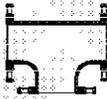
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
10	FBLRD9010F	FBLRD9010FD	1,075.00	215
12	FBLRD9012F	FBLRD9012FD	1,625.00	325
14	FBLRD9014F	FBLRD9014FD	2,022.00	580
16	FBLRD9016F	FBLRD9016FD	2,652.00	740
18	FBLRD9018F	FBLRD9018FD	POA	840
20	FBLRD9020F	FBLRD9020FD	6,210.00	1080
24	FBLRD9024F	FBLRD9024FD	POA	1640

FLANGE X FLARE 90° ELL



3	FBFD9003F	FBFD9003FD	166.00	25
4	FBFD9004F	FBFD9004FD	237.00	42
6	FBFD9006F	FBFD9006FD	354.00	82
8	FBFD9008F	FBFD9008FD	600.00	110
10	FBFD9010F	FBFD9010FD	975.00	175
12	FBFD9012F	FBFD9012FD	1,375.00	245
14	FBFD9014F	FBFD9014FD	1,785.00	450
16	FBFD9016F	FBFD9016FD	2,415.00	545
18	FBFD9018F	FBFD9018FD	3,220.00	678
20	FBFD9020F	FBFD9020FD	4,025.00	860
24	FBFD9024F	FBFD9024FD	7,150.00	1195

TEE FLANGED



2x2	FTD0202F	FTD0202FD	145.00	20
3x2	FTD0302F	FTD0302FD	192.00	35
3x3	FTD0303F	FTD0303FD	224.00	40
4x3x3	FTD040303F	FTD040303FD	292.00	55
4x2	FTD0402F	FTD0402FD	263.00	50
4x3	FTD0403F	FTD0403FD	315.00	60
4x4x6	FTD040406F	FTD040406FD	473.00	90
4x4	FTD0404F	FTD0404FD	342.00	65
6x4x4	FTD060404F	FTD060404FD	447.00	103
6x4x6	FTD060406F	FTD060406FD	451.00	108
6x6x6	FTD060606F	FTD060606FD	709.00	140
6x2	FTD0602F	FTD0602FD	392.00	156
6x3	FTD0603F	FTD0603FD	425.00	85
6x4	FTD0604F	FTD0604FD	451.00	90
6x6	FTD0606F	FTD0606FD	511.00	95
8x6x4	FTD080604F	FTD080604FD	625.00	146
8x6x6	FTD080606F	FTD080606FD	675.00	148
8x6x8	FTD080608F	FTD080608FD	725.00	145
8x8x10	FTD080810F	FTD080810FD	1,300.00	260
8x8x12	FTD080812F	FTD080812FD	1,410.00	291
8x3	FTD0803F	FTD0803FD	645.00	130
8x4	FTD0804F	FTD0804FD	700.00	140
8x6	FTD0806F	FTD0806FD	746.00	145
8x8	FTD0808F	FTD0808FD	852.00	155
10x6x6	FTD100606F	FTD100606FD	1,389.00	275
10x6x10	FTD100610F	FTD100610FD	1,539.00	305
10x8x6	FTD100806F	FTD100806FD	1,475.00	280
10x8x8	FTD100808F	FTD100808FD	1,403.00	302
10x8x10	FTD100810F	FTD100810FD	1,515.00	325
10x4	FTD1004F	FTD1004FD	1,020.00	205
10x6	FTD1006F	FTD1006FD	1,060.00	215



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

McWANE PIPE PRODUCTS  
HOUSTON CORPORATE (TEL: 281-339-3309) (FAX: 281-339-9000)  
www.mcwane.com



C110 DI Fusion Bonded Epoxy Coated Flanged

Price List  
**FLANGED - EPOXY COATED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
10x8	FTD1008F	FTD1008FD	1,115.00	225
10x10	FTD1010F	FTD1010FD	1,303.00	270
10x10x12	FTD101012F	FTD101012FD	1,685.00	355
12x6x6	FTD120606F	FTD120606FD	1,729.00	340
12x6x8	FTD120608F	FTD120608FD	1,809.00	360
12x8x6	FTD120806F	FTD120806FD	1,775.00	355
12x8x8	FTD120808F	FTD120808FD	1,875.00	375
12x8x12	FTD120812F	FTD120812FD	2,100.00	420
12x10x6	FTD121006F	FTD121006FD	1,951.00	390
12x10x8	FTD121008F	FTD121008FD	2,000.00	400
12x10x10	FTD121010F	FTD121010FD	2,100.00	420
12x10x12	FTD121012F	FTD121012FD	2,200.00	440
12x4	FTD1204F	FTD1204FD	1,436.00	290
12x6	FTD1206F	FTD1206FD	1,458.00	295
12x8	FTD1208F	FTD1208FD	1,535.00	310
12x10	FTD1210F	FTD1210FD	1,741.00	360
12x12	FTD1212F	FTD1212FD	1,858.00	385
14x4	FTD1414F	FTD1414FD	2,127.00	370
14x6	FTD1406F	FTD1406FD	1,969.00	375
14x8	FTD1408F	FTD1408FD	2,048.00	390
14x10	FTD1410F	FTD1410FD	2,100.00	400
14x12	FTD1412F	FTD1412FD	2,232.00	425
14x14	FTD1414F	FTD1414FD	2,576.00	435
16x4	FTD1604F	FTD1604FD	2,625.00	460
16x6	FTD1606F	FTD1606FD	2,439.00	465
16x8	FTD1608F	FTD1608FD	2,489.00	475
16x10	FTD1610F	FTD1610FD	2,613.00	495
16x12	FTD1612F	FTD1612FD	2,692.00	520
16x14	FTD1614F	FTD1614FD	2,783.00	530
16x16	FTD1616F	FTD1616FD	2,903.00	550
18x6	FTD1806F	FTD1806FD	2,763.00	480
18x8	FTD1808F	FTD1808FD	2,846.00	495
18x10	FTD1810F	FTD1810FD	2,933.00	510
18x12	FTD1812F	FTD1812FD	3,069.00	535
18x14	FTD1814F	FTD1814FD	3,573.00	630
18x16	FTD1816F	FTD1816FD	3,738.00	650
18x18	FTD1818F	FTD1818FD	3,817.00	665
20x6	FTD2006F	FTD2006FD	3,508.00	610
20x8	FTD2008F	FTD2008FD	3,565.00	620
20x10	FTD2010F	FTD2010FD	3,651.00	635
20x12	FTD2012F	FTD2012FD	3,795.00	660
20x14	FTD2014F	FTD2014FD	3,824.00	665
20x16	FTD2016F	FTD2016FD	4,658.00	810
20x18	FTD2018F	FTD2018FD	4,715.00	820
20x20	FTD2020F	FTD2020FD	5,020.00	855
24x6	FTD2406F	FTD2406FD	5,527.00	845
24x8	FTD2408F	FTD2408FD	5,590.00	860
24x10	FTD2410F	FTD2410FD	5,720.00	880
24x12	FTD2412F	FTD2412FD	5,789.00	890
24x14	FTD2414F	FTD2414FD	5,809.00	900
24x16	FTD2416F	FTD2416FD	5,934.00	915
24x18	FTD2418F	FTD2418FD	7,804.00	1220
24x20	FTD2420F	FTD2420FD	8,157.00	1255



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

McWANE PIPE PRODUCTS  
 HOUSTON CORPORATE (TOLL FREE) 800-899-3309 (FAX) 281-555-9000  
 www.mcwane.com



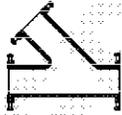
C110 DI Fusion Bonded Epoxy Coated Flanged

Price List  
FLANGED - EPOXY COATED

UPL.09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
24x24	FTD2424F	FTD2424FD	8,655.00	1330
30x6	FTD3006F	FTD3006FD	10,782.00	1450
30x12	FTD3012F	FTD3012FD	8,950.00	1490
30x18	FTD3018F	FTD3018FD	9,469.00	1515
30x24	FTD3024F	FTD3024FD	12,657.00	2025
30x30	FTD3030F	FTD3030FD	13,454.00	2150

LATERAL FLANGED



3x3	FYD0303F	FYD0303FD	248.00	45
4x3	FYD0403F	FYD0403FD	342.00	65
4x4	FYD0404F	FYD0404FD	401.00	75
6x4	FYD0604F	FYD0604FD	575.00	105
6x6	FYD0606F	FYD0606FD	615.00	120
8x4	FYD0804F	FYD0804FD	900.00	165
8x6	FYD0806F	FYD0806FD	910.00	175
8x8	FYD0808F	FYD0808FD	1,012.00	200
10x4	FYD1004F	FYD1004FD	1,300.00	240
10x6	FYD1006F	FYD1006FD	1,351.00	250
10x8	FYD1008F	FYD1008FD	1,475.00	335
10x10	FYD1010F	FYD1010FD	1,610.00	335
12x4	FYD1204F	FYD1204FD	1,900.00	350
12x6	FYD1206F	FYD1206FD	1,975.00	370
12x8	FYD1208F	FYD1208FD	2,100.00	395
12x10	FYD1210F	FYD1210FD	2,275.00	420
12x12	FYD1212F	FYD1212FD	2,429.00	515
14x6	FYD1406F	FYD1406FD	2,730.00	500
14x8	FYD1408F	FYD1408FD	2,862.00	525
14x10	FYD1410F	FYD1410FD	2,757.00	555
14x12	FYD1412F	FYD1412FD	3,255.00	600
14x14	FYD1414F	FYD1414FD	3,177.00	640
16x6	FYD1606F	FYD1606FD	3,255.00	655
16x8	FYD1608F	FYD1608FD	3,728.00	680
16x10	FYD1610F	FYD1610FD	3,885.00	715
16x12	FYD1612F	FYD1612FD	3,754.00	755
18x14	FYD1614F	FYD1614FD	4,358.00	800
16x16	FYD1616F	FYD1616FD	4,227.00	850
18x8	FYD1808F	FYD1808FD	3,594.00	600
18x10	FYD1810F	FYD1810FD	5,089.00	655
18x12	FYD1812F	FYD1812FD	5,348.00	895
18x14	FYD1814F	FYD1814FD	5,606.00	940
18x16	FYD1816F	FYD1816FD	5,894.00	990
18x18	FYD1818F	FYD1818FD	5,635.00	1035
20x10	FYD2010F	FYD2010FD	4,629.00	775
20x12	FYD2012F	FYD2012FD	6,383.00	1130
20x14	FYD2014F	FYD2014FD	6,986.00	1170
20x16	FYD2016F	FYD2016FD	7,303.00	1220
20x20	FYD2020F	FYD2020FD	7,274.00	1345
24x24	FYD2424F	FYD2424FD	12,383.00	2020



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

MCWANE CORPORATE (TOLL FREE) 800-899-3309 (FAX) 251-555-9000  
www.mcwane.com



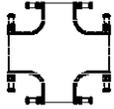
C110 DI Fusion Bonded Epoxy Coated Flanged

Price List  
FLANGED - EPOXY COATED

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
---------------	------------------------	--------------------	---------------------------	---------------

CROSS FLANGED



3x3	FXD0303F	FXD0303FD	276.00	50
4x3	FXD0403F	FXD0403FD	368.00	70
4x4	FXD0404F	FXD0404FD	452.00	80
6x3	FXD0603F	FXD0603FD	475.00	95
6x4	FXD0604F	FXD0604FD	551.00	110
6x6	FXD0606F	FXD0606FD	693.00	120
8x3	FXD0803F	FXD0803FD	775.00	140
8x4	FXD0804F	FXD0804FD	825.00	155
8x6	FXD0806F	FXD0806FD	825.00	175
8x8	FXD0808F	FXD0808FD	1,050.00	195
10x4	FXD1004F	FXD1004FD	1,100.00	220
10x6	FXD1006F	FXD1006FD	1,200.00	240
10x8	FXD1008F	FXD1008FD	1,325.00	265
10x10	FXD1010F	FXD1010FD	1,651.00	330
12x4	FXD1204F	FXD1204FD	1,551.00	310
12x6	FXD1206F	FXD1206FD	1,600.00	320
12x8	FXD1208F	FXD1208FD	1,730.00	345
12x10	FXD1210F	FXD1210FD	2,075.00	415
12x12	FXD1212F	FXD1212FD	2,294.00	460
14x6	FXD1406F	FXD1406FD	2,100.00	375
14x8	FXD1408F	FXD1408FD	2,232.00	390
14x12	FXD1412F	FXD1412FD	2,652.00	425
14x14	FXD1414F	FXD1414FD	2,783.00	435
16x6	FXD1606F	FXD1606FD	2,573.00	465
16x8	FXD1608F	FXD1608FD	2,730.00	475
16x10	FXD1610F	FXD1610FD	2,914.00	495
16x12	FXD1612F	FXD1612FD	3,177.00	520
16x16	FXD1616F	FXD1616FD	3,492.00	550
18x12	FXD1812F	FXD1812FD	3,508.00	535
18x18	FXD1818F	FXD1818FD	4,571.00	665
20x12	FXD2012F	FXD2012FD	4,226.00	660
20x16	FXD2016F	FXD2016FD	5,261.00	810
20x20	FXD2020F	FXD2020FD	5,836.00	855
24x12	FXD2412F	FXD2412FD	5,760.00	890
24x14	FXD2414F	FXD2414FD	5,850.00	900
24x16	FXD2416F	FXD2416FD	6,061.00	915
24x20	FXD2420F	FXD2420FD	8,581.00	1255
24x24	FXD2424F	FXD2424FD	9,421.00	1330
30x24	FXD3024F	FXD3024FD	14,032.00	2025
30x30	FXD3030F	FXD3030FD	15,625.00	2150

TRUE WYE FLANGED



4x4x4	FTYD0404F	FTYD0404FD	289.00	55
6x4x4	FTYD0604F	FTYD0604FD	300.00	80
6x6x6	FTYD0606F	FTYD0606FD	425.00	85
8x6x6	FTYD0806F	FTYD0806FD	500.00	120
8x8x8	FTYD0808F	FTYD0808FD	700.00	140



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
MCWANE CORPORATE (TOLL FREE) 800 899 3309 (FAX) 251 555 9000  
www.star-pipe.com



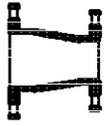
C110 DI Fusion Bonded Epoxy Coated Flanged

Price List  
**FLANGED - EPOXY COATED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
---------------	------------------------	--------------------	---------------------------	---------------

**CONCENTRIC REDUCER FLANGED**



3x2	FRD0302F	FRD0302FD	88.00	16
4x2	FRD0402F	FRD0402FD	132.00	25
4x3	FRD0403F	FRD0403FD	162.00	30
6x2	FRD0602F	FRD0602FD	175.00	30
6x3	FRD0603F	FRD0603FD	200.00	40
6x4	FRD0604F	FRD0604FD	240.00	45
6x5	FRD0605F	FRD0605FD	255.00	52
8x3	FRD0803F	FRD0803FD	304.00	60
8x4	FRD0804F	FRD0804FD	358.00	65
8x5	FRD0805F	FRD0805FD	351.00	70
8x6	FRD0806F	FRD0806FD	393.00	75
10x4	FRD1004F	FRD1004FD	425.00	85
10x6	FRD1006F	FRD1006FD	501.00	90
10x8	FRD1008F	FRD1008FD	623.00	110
12x4	FRD1204F	FRD1204FD	620.00	120
12x6	FRD1206F	FRD1206FD	726.00	130
12x8	FRD1208F	FRD1208FD	812.00	145
12x10	FRD1210F	FRD1210FD	924.00	170
14x6	FRD1406F	FRD1406FD	814.00	155
14x8	FRD1408F	FRD1408FD	919.00	175
14x10	FRD1410F	FRD1410FD	1,021.00	190
14x12	FRD1412F	FRD1412FD	1,162.00	220
16x6	FRD1606F	FRD1606FD	998.00	190
16x8	FRD1608F	FRD1608FD	1,110.00	210
16x10	FRD1610F	FRD1610FD	1,247.00	235
16x12	FRD1612F	FRD1612FD	1,417.00	265
16x14	FRD1614F	FRD1614FD	1,470.00	275
18x8	FRD1808F	FRD1808FD	1,380.00	240
18x10	FRD1810F	FRD1810FD	1,524.00	265
18x12	FRD1812F	FRD1812FD	1,698.00	295
18x14	FRD1814F	FRD1814FD	1,754.00	310
18x16	FRD1816F	FRD1816FD	1,964.00	340
20x10	FRD2010F	FRD2010FD	1,783.00	310
20x12	FRD2012F	FRD2012FD	2,078.00	345
20x14	FRD2014F	FRD2014FD	2,041.00	355
20x16	FRD2016F	FRD2016FD	2,244.00	390
20x18	FRD2018F	FRD2018FD	2,358.00	410
24x12	FRD2412F	FRD2412FD	3,295.00	480
24x14	FRD2414F	FRD2414FD	3,296.00	490
24x16	FRD2416F	FRD2416FD	3,455.00	525
24x18	FRD2418F	FRD2418FD	3,576.00	550
24x20	FRD2420F	FRD2420FD	3,853.00	590
30x16	FRD3016F	FRD3016FD	5,907.00	770
30x18	FRD3018F	FRD3018FD	5,063.00	810
30x20	FRD3020F	FRD3020FD	5,438.00	870
30x24	FRD3024F	FRD3024FD	6,063.00	970



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
 HUSCHON CORPORATE (TOLL FREE) 800 899 3309 (FAX) 251 555 9000  
 www.starpipe.com



C110 DI Fusion Bonded Epoxy Coated Flanged

Price List  
FLANGED - EPOXY COATED

UPL.09.02

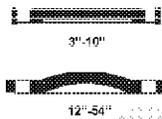
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
---------------	------------------------	--------------------	---------------------------	---------------

**ECCENTRIC REDUCER FLANGED**



4x3	FERD0403F	FERD0403FD	158.00	30
6x3	FERD0603F	FERD0603FD	200.00	40
6x4	FERD0604F	FERD0604FD	225.00	45
6x5	FERD0605F	FERD0605FD	398.00	52
8x4	FERD0804F	FERD0804FD	365.00	65
8x5	FRED0805F	FRED0805FD	464.00	70
8x6	FERD0806F	FERD0806FD	375.00	75
10x4	FERD1004F	FERD1004FD	485.00	85
10x6	FERD1006F	FERD1006FD	465.00	90
10x8	FERD1008F	FERD1008FD	531.00	110
12x4	FERD1204F	FERD1204FD	1,208.00	120
12x6	FERD1206F	FERD1206FD	651.00	130
12x8	FERD1208F	FERD1208FD	725.00	145
12x10	FERD1210F	FERD1210FD	851.00	170
14x6	FERD1406F	FERD1406FD	2,813.00	173
14x8	FERD1408F	FERD1408FD	2,849.00	193
14x10	FERD1410F	FERD1410FD	2,893.00	218
14x12	FERD1412F	FERD1412FD	2,921.00	248
16x6	FERD1606F	FERD1606FD	998.00	190
16x8	FERD1608F	FERD1608FD	1,103.00	210
16x10	FERD1610F	FERD1610FD	1,234.00	235
16x12	FERD1612F	FERD1612FD	1,392.00	265
16x14	FERD1614F	FERD1614FD	1,470.00	280
18x8	FERD1808F	FERD1808FD	1,380.00	240
18x10	FERD1810F	FERD1810FD	1,524.00	265
18x12	FERD1812F	FERD1812FD	1,696.00	295
18x14	FERD1814F	FERD1814FD	1,783.00	310
18x16	HERD1816F	HERD1816FD	1,955.00	340
20x10	FERD2010F	FERD2010FD	1,783.00	310
20x12	FERD2012F	FERD2012FD	1,984.00	345
20x14	FERD2014F	FERD2014FD	2,031.00	355
20x16	FERD2016F	FERD2016FD	2,243.00	390
20x18	FERD2018F	FERD2018FD	2,358.00	410
24x12	FERD2412F	FERD2412FD	3,120.00	480
24x14	FERD2414F	FERD2414FD	3,186.00	490
24x16	FERD2416F	FERD2416FD	3,413.00	525
24x18	FERD2418F	FERD2418FD	3,576.00	550
24x20	FERD2420F	FERD2420FD	3,836.00	590

**STANDARD BLIND FLANGE**



3	FLBD03F	FLBD03FD	50.00	9
4	FLBD04F	FLBD04FD	78.00	16
6	FLBD06F	FLBD06FD	136.00	25
8	FLBD08F	FLBD08FD	220.00	42
10	FLBD10F	FLBD10FD	283.00	63
12	FLBD12F	FLBD12FD	365.00	85
14	FLBD14F	FLBD14FD	578.00	120
16	FLBD16F	FLBD16FD	867.00	145
18	FLBD18F	FLBD18FD	960.00	185
20	FLBD20F	FLBD20FD	1,231.00	245
24	FLBD24F	FLBD24FD	1,818.00	370
30	FLBD30F	FLBD30FD	3,625.00	500



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

STEEL PIPE PRODUCTS  
HOUSTON CORPORATE (TEL: 281 559 3309) (FAX: 281 559 9000)  
www.spp.com www.dip.com

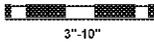


C110 DI Fusion Bonded Epoxy Coated Flanged

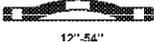
Price List  
**FLANGED - EPOXY COATED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
<b>BLIND FLANGE TAPPED (2" TAP ONLY)</b>				
3	FLBD03TF	FLBD03FD	90.00	9
4	FLBD04TF	FLBD04FD	118.00	16
6	FLBD06TF	FLBD06FD	176.00	25
8	FLBD08TF	FLBD08FD	260.00	42
10	FLBD10TF	FLBD10FD	323.00	63
12	FLBD12TF	FLBD12FD	405.00	85
14	FLBD14TF	FLBD14FD	618.00	120
16	FLBD16TF	FLBD16FD	907.00	145
18	FLBD18TF	FLBD18FD	1,000.00	185
20	FLBD20TF	FLBD20FD	1,271.00	245
24	FLBD24TF	FLBD24FD	1,898.00	370
30	FLBD30TF	FLBD30FD	3,725.00	500



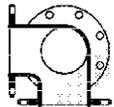
3"-10"



12"-54"

The standard tap size is 2" NPT. For other sizes, please contact Star@ Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.

**90° DEGREE FE SIDE OUTLET BEND**



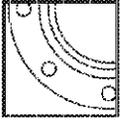
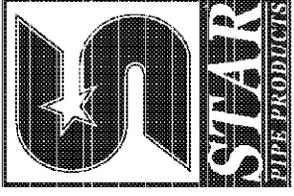
3	FBSOD9003F	FBSOD9003FD	419.00	35
4	FBSOD9004F	FBSOD9004FD	718.00	60
6	FBSOD9006F	FBSOD9006FD	1,133.00	95
8	FBSOD9008F	FBSOD9008FD	1,781.00	145
10	FBSOD9010F	FBSOD9010FD	2,925.00	240
12	FBSOD9012F	FBSOD9012FD	4,179.00	345



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
 HOUSTON CORPORATE (TOLL FREE) 832-899-3309 | FAX 281-555-9000  
 www.starpipe.com | 1-800-333-3309



# FABRICATOR PRODUCTS

version: **UPL.09.02**  
EFFECTIVE: MAY 12, 2009  
(SUPERSEDES ALL PREVIOUS PRICING)



McWane Pipe Products  
2100 Southfield Road  
Farmington Hills, MI 48334  
www.mwane.com

**WEST COAST (U.S.)**      **CENTRAL (U.S.)**      **EAST COAST (U.S.)**      **CAMBRIDGE (CANADA)**      **LAVAL (CANADA)**  
Toll Free: (877) 701-7827      Toll Free: (800) 599-3009      Toll Free: (888) 941-7827      Toll Free: (888) 893-7827      Toll Free: (877) 477-7116  
Fax: (951) 898-9561      Fax: (281) 556-9000      Fax: (804) 714-2809      Fax: (519) 630-1553      Fax: (450) 681-9807

McWane Pipe Products  
2100 Southfield Road  
Farmington Hills, MI 48334  
www.mwane.com

Confidential

McWane-018227

CX 2359-105

PUBLIC



Price List  
FABRICATOR PRODUCTS

UPL.09.02

Item Code	Ship Code	Size (IN)	Price	Weight (LBS)	Crt Qty.	Item Code	Ship Code	Size (IN)	Price	Weight (LBS)	Crt Qty.
<b>HI HUB THREADED 125 LB. FLANGE FOR DUCTILE PIPE</b>						<b>THREADED 250 LB. FLANGE FOR DUCTILE PIPE</b>					
FLD02	N	2	POA	6		FL250D03		3	\$50.00	12	200
FLD03		3	\$17.00	8	150	FL250D04		4	67.00	22	120
FLD04		4	27.00	12	160	FL250D06		6	106.00	32	80
FLD06		6	35.00	17	120	FL250D08		8	174.00	51	40
FLD08		8	52.00	24	80	FL250D10		10	261.00	77	30
FLD10		10	77.00	36	60	FL250D12		12	360.00	100	20
FLD12		12	109.00	55	40	FL250D14		14	585.00	125	16
FLD14		14	180.00	70	30	FL250D16		16	804.00	145	10
FLD16		16	204.00	80	20	FL250D18		18	961.00	200	10
FLD18		18	244.00	85	20	FL250D20		20	1,024.00	220	8
FLD20		20	270.00	105	12	FL250D24		24	1,174.00	335	8
FLD24		24	382.00	160	10						
FLD30		30	759.00	240	5	<b>DUCTILE IRON MJ THREADED BELL FOR DUCTILE PIPE (LESS ACCS.)</b>					
FLD36		36	1,114.00	350	5	FLAB03		3	\$55.00	11	225
FLD42		42	1,765.00	490	4	FLAB04		4	75.00	16	144
FLD48		48	2,100.00	555	3	FLAB06		6	110.00	23	100
FLD54		54	4,610.00	827		FLAB08		8	161.00	31	64
FLD60	N	60	POA	1293		FLAB10		10	211.00	41	40
FLD64	N	64	POA	1784		FLAB12		12	306.00	55	28
<b>REDUCING 125LB. FLANGE THREAD FOR DUCTILE PIPE</b>						FLAB14		14	363.00	85	10
FLD0403		4x3	\$64.00	16	150	FLAB16		16	445.00	105	10
FLD0604		6x4	103.00	25	100	FLAB18		18	532.00	125	9
FLD0804		8x4	160.00	40	60	FLAB20		20	637.00	150	9
FLD0806		8x6	160.00	35	60	FLAB24		24	979.00	235	5
FLD1006		10x6	223.00	50	50	FLAB30		30	1,712.00	375	4
FLD1208		12x8	308.00	85	30	FLAB36		36	2,159.00	500	3
<b>THREADED 125 LB. FLANGE TAPPED FOR STUDS FOR DUCTILE PIPE</b>						FLAB42		42	3,680.00	600	2
FLDTFS03		3	\$31.00	8	150	FLAB48		48	4,610.00	810	2
FLDTFS04		4	53.00	12	160	<b>DUCTILE IRON ANCHOR FLANGE</b>					
FLDTFS06		6	74.00	17	120	FLA03		3	\$10.00	3	600
FLDTFS08		8	105.00	24	80	FLA04		4	12.00	4	600
FLDTFS10		10	140.00	34	60	FLA06		6	16.00	5	500
FLDTFS12		12	208.00	55	40	FLA08		8	20.00	7	350
FLDTFS14		14	310.00	70	30	FLA10		10	21.00	8	250
FLDTFS16		16	386.00	80	20	FLA12		12	30.00	10	200
FLDTFS18		18	454.00	85	20	FLA14		14	41.00	12	200
FLDTFS20		20	526.00	105	12	FLA16		16	54.00	15	150
FLDTFS24		24	788.00	160	10	FLA18		18	60.00	17	100
FLDTFS30		30	1,371.00	240	5	FLA20		20	75.00	21	100
FLDTFS36		36	2,116.00	350	3	FLA24		24	94.00	25	80
FLDTFS42		42	3,951.00	490	2	FLA30		30	165.00	47	50
FLDTFS48	N	48	4,918.00	555		FLA36		36	200.00	57	40
FLDTFS54		54	POA			FLA42		42	321.00	78	20
						FLA48		48	371.00	100	15
						FLA54		54	POA		2

STAR PIPE PRODUCTS

® REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
 HICUSTON CORPORATE TOLL FREE 1 800 899 3009 FAX 201 593 9000  
 www.starpipeproducts.com

N: Non-Stock Item - Please call for availability





Item Code	Ship Code	Size (IN)	Price	Weight (LBS)	Crt Qty.	Item Code	Ship Code	Size (IN)	Price	Weight (LBS)	Crt Qty.
-----------	-----------	-----------	-------	--------------	----------	-----------	-----------	-----------	-------	--------------	----------

**CI 1/2" THICK FILLER FLANGE**

FLF04.50		4	\$22.00	6	300
FLF06.50		6	31.00	8	120
FLF08.50		8	41.00	11	240
FLF10.50		10	56.00	15	180
FLF12.50		12	81.00	21	120

**CI 3/4" THICK FILLER FLANGE**

FLF04.75		4	\$35.00	9	260
FLF06.75		6	40.00	12	100
FLF08.75		8	60.00	16	100
FLF10.75		10	77.00	23	100
FLF12.75		12	105.00	27	60

**CI 1" THICK FILLER FLANGE**

FLF0401		4	\$36.00	11	100
FLF0601		6	46.00	12	150
FLF0801		8	62.00	16	120
FLF1001		10	82.00	22	80
FLF1201		12	106.00	30	75
FLF1401		14	183.00	42	50
FLF1601		16	254.00	62	
FLF1801		18	304.00	75	
FLF2001		20	309.00	76	
FLF2401		24	417.00	103	

**CI 1 1/2" THICK FILLER FLANGE**

FLF041.5		4	\$80.00	19	100
FLF061.5		6	102.00	23	80
FLF081.5		8	112.00	37	60
FLF101.5		10	194.00	43	50
FLF121.5		12	234.00	64	35

**CI 2" THICK FILLER FLANGE**

FLF0402		4	\$75.00	22	50
FLF0602		6	102.00	25	80
FLF0802		8	133.00	33	60
FLF1002		10	147.00	44	40
FLF1202		12	243.00	60	36
FLF1402		14	270.00	78	25
FLF1602		16	507.00	125	
FLF1802		18	606.00	149	
FLF2002		20	616.00	152	
FLF2402		24	717.00	176	
FLF2802		28	833.00	205	

**CI 3" THICK FILLER FLANGES**

FLF0303		3	\$105.00	32	90
FLF0403		4	152.00	39	60
FLF0603		6	196.00	50	40
FLF0803		8	283.00	70	25
FLF1003		10	325.00	88	25
FLF1203		12	578.00	129	15
FLF1403		14	771.00	189	
FLF1603		16	909.00	224	
FLF1803		18	922.00	228	
FLF2003		20	1,076.00	265	
FLF2403		24	1,251.00	308	

**CI 4" THICK FILLER FLANGES**

FLF0404		4	\$258.00	60	36
FLF0604		6	345.00	80	24
FLF0804		8	516.00	120	9
FLF1004		10	594.00	148	20
FLF1204		12	897.00	208	12
FLF2004		20	1,435.00	353	
FLF2406		24	1,456.00	410	

STAR® PIPE PRODUCTS

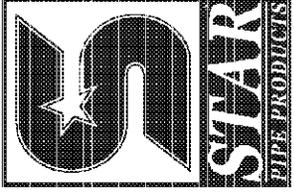


N: Non-Stock Item - Please call for availability

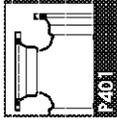
© REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

HOUSTON CORPORATE | TEL: (713) 909-3209 | FAX: (713) 955-9000  
www.starpipe.com | star@starpipe.com





PROTECTO 401 LINED



# **C110 DI FULL BODY MJ FITTINGS**

**ANSI/AWWA C110/A21.10**

version: **UPL.09.02**  
EFFECTIVE: MAY 12, 2009  
(SUPERSEDES ALL PREVIOUS PRICING)

<b>WEST COAST (U.S.)</b>	<b>CENTRAL (U.S.)</b>	<b>EAST COAST (U.S.)</b>	<b>CAMBRIDGE (CANADA)</b>	<b>LAVAL (CANADA)</b>
Toll Free: (877) 701-7827	Toll Free: (800) 595-3309	Toll Free: (888) 941-7827	Toll Free: (888) 895-7827	Toll Free: (877) 677-7116
Fax: (951) 898-9561	Fax: (281) 556-9000	Fax: (804) 714-2639	Fax: (519) 650-1553	Fax: (450) 681-9807



Protecto Pipe Products, Inc.  
 218 North Lincoln Street  
 Houston, Texas 77002  
 www.protetopipe.com

Protecto Pipe Products  
 218 North Lincoln Street  
 Houston, Texas 77002  
 www.protetopipe.com

Confidential

McWane-018231

CX 2359-109

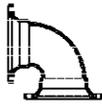
PUBLIC

**C110 DI Mechanical Joint Fittings**  
Lined with Protecto 401

Price List  
**MJ FULL BODY - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
<b>C110 MJ 90 BEND</b>				
4	MJDB9004P401	MJDB9004P401 D	371.00	55
6	MJDB9006P401	MJDB9006P401 D	448.00	85
8	MJDB9008P401	MJDB9008P401 D	578.00	125
10	MJDB9010P401	MJDB9010P401 D	829.00	190
12	MJDB9012P401	MJDB9012P401 D	1,056.00	255
14	MJDB9014P401	MJDB9014P401 D	1,783.00	340
16	MJDB9016P401	MJDB9016P401 D	2,071.00	430
18	MJDB9018P401	MJDB9018P401 D	3,043.00	545
20	MJDB9020P401	MJDB9020P401 D	2,521.00	680
24	MJDB9024P401	MJDB9024P401 D	6,235.00	1025
30	MJDB9030P401	MJDB9030P401 D	POA	1690
36	MJDB9036P401	MJDB9036P401 D	POA	2475
42	MJDB9042P401	MJDB9042P401 D	POA	3410
48	MJDB9048P401	MJDB9048P401 D	POA	4595
<b>C110 MJ 45 BEND</b>				
4	MJDB4504P401	MJDB4504P401 D	334.00	50
6	MJDB4506P401	MJDB4506P401 D	405.00	75
8	MJDB4508P401	MJDB4508P401 D	506.00	110
10	MJDB4510P401	MJDB4510P401 D	691.00	155
12	MJDB4512P401	MJDB4512P401 D	886.00	215
14	MJDB4514P401	MJDB4514P401 D	1,434.00	270
16	MJDB4516P401	MJDB4516P401 D	2,102.00	340
18	MJDB4518P401	MJDB4518P401 D	2,344.00	420
20	MJDB4520P401	MJDB4520P401 D	3,413.00	530
24	MJDB4524P401	MJDB4524P401 D	4,511.00	755
30	MJDB4530P401	MJDB4530P401 D	POA	1380
36	MJDB4536P401	MJDB4536P401 D	POA	2095
42	MJDB4542P401	MJDB4542P401 D	POA	2955
48	MJDB4548P401	MJDB4548P401 D	POA	4080
<b>C110 MJ 22 1/2 BEND</b>				
4	MJDB2204P401	MJDB2204P401 D	342.00	50
6	MJDB2206P401	MJDB2206P401 D	416.00	75
8	MJDB2208P401	MJDB2208P401 D	506.00	110
10	MJDB2210P401	MJDB2210P401 D	719.00	160
12	MJDB2212P401	MJDB2212P401 D	892.00	220
14	MJDB2214P401	MJDB2214P401 D	1,523.00	275
16	MJDB2216P401	MJDB2216P401 D	1,882.00	345
18	MJDB2218P401	MJDB2218P401 D	2,476.00	430
20	MJDB2220P401	MJDB2220P401 D	3,471.00	535
24	MJDB2224P401	MJDB2224P401 D	4,892.00	765
30	MJDB2230P401	MJDB2230P401 D	POA	1400
36	MJDB2236P401	MJDB2236P401 D	POA	2135
42	MJDB2242P401	MJDB2242P401 D	POA	3020
48	MJDB2248P401	MJDB2248P401 D	POA	4170



[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

STEEL PIPE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-899-3309 (FAX) 281-555-9000  
www.spp.com www.dia.com

**C110 DI Mechanical Joint Fittings**  
Lined with Protecto 401

Price List  
**MJ FULL BODY - PROTECTO 401 LINED**

UPL09.02

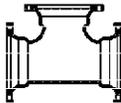
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
---------------	------------------------	--------------------	---------------------------	---------------

**C110 MJ 11 1/4 BEND**



4	MJDB1104P401	MJDB1104P401D	347.00	50
6	MJDB1106P401	MJDB1106P401D	416.00	75
8	MJDB1108P401	MJDB1108P401D	506.00	110
10	MJDB1110P401	MJDB1110P401D	719.00	160
12	MJDB1112P401	MJDB1112P401D	909.00	220
14	MJDB1114P401	MJDB1114P401D	1,523.00	275
16	MJDB1116P401	MJDB1116P401D	1,882.00	345
18	MJDB1118P401	MJDB1118P401D	2,426.00	430
20	MJDB1120P401	MJDB1120P401D	3,498.00	540
24	MJDB1124P401	MJDB1124P401D	4,892.00	770
30	MJDB1130P401	MJDB1130P401D	POA	1410
36	MJDB1136P401	MJDB1136P401D	POA	2145
42	MJDB1142P401	MJDB1142P401D	POA	3035
48	MJDB1148P401	MJDB1148P401D	POA	4190

**C110 MJ TEE**



4 x 3	MJDT0403P401	MJDT0403P401D	496.00	75
4	MJDT0404P401	MJDT0404P401D	558.00	80
6 x 3	MJDT0603P401	MJDT0603P401D	607.00	110
6 x 4	MJDT0604P401	MJDT0604P401D	641.00	115
6	MJDT0606P401	MJDT0606P401D	674.00	125
8 x 4	MJDT0804P401	MJDT0804P401D	771.00	165
8 x 6	MJDT0806P401	MJDT0806P401D	815.00	175
8	MJDT0808P401	MJDT0808P401D	852.00	185
10 x 4	MJDT1004P401	MJDT1004P401D	1,079.00	235
10 x 6	MJDT1006P401	MJDT1006P401D	1,122.00	250
10 x 8	MJDT1008P401	MJDT1008P401D	1,155.00	260
10	MJDT1010P401	MJDT1010P401D	1,378.00	310
12 x 4	MJDT1204P401	MJDT1204P401D	1,338.00	315
12 x 6	MJDT1206P401	MJDT1206P401D	1,338.00	325
12 x 8	MJDT1208P401	MJDT1208P401D	1,401.00	340
12 x 10	MJDT1210P401	MJDT1210P401D	1,663.00	390
12	MJDT1212P401	MJDT1212P401D	1,691.00	410
14 x 6	MJDT1406P401	MJDT1406P401D	2,799.00	435
14 x 8	MJDT1408P401	MJDT1408P401D	2,894.00	450
14 x 10	MJDT1410P401	MJDT1410P401D	3,035.00	465
14 x 12	MJDT1412P401	MJDT1412P401D	3,179.00	495
14	MJDT1414P401	MJDT1414P401D	3,321.00	520
16 x 6	MJDT1606P401	MJDT1606P401D	2,998.00	540
16 x 8	MJDT1608P401	MJDT1608P401D	3,041.00	550
16 x 10	MJDT1610P401	MJDT1610P401D	3,199.00	570
16 x 12	MJDT1612P401	MJDT1612P401D	3,278.00	590
16 x 14	MJDT1614P401	MJDT1614P401D	4,131.00	620
16	MJDT1616P401	MJDT1616P401D	4,114.00	650
18 x 6	MJDT1806P401	MJDT1806P401D	3,352.00	590
18 x 8	MJDT1808P401	MJDT1808P401D	3,436.00	605
18 x 10	MJDT1810P401	MJDT1810P401D	3,582.00	620
18 x 12	MJDT1812P401	MJDT1812P401D	3,586.00	640

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAMPING PRODUCTS

STAMPING PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-997-3309 | FAX 281-555-9020  
www.stamp.com | www.usstamping.com

**C110 DI Mechanical Joint Fittings**  
**Lined with Protecto 401**

**Price List**  
**MJ FULL BODY - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
18 x 14	MJDT1814P401	MJDT1814P401D	4,421.00	755
18 x 16	MJDT1816P401	MJDT1816P401D	4,622.00	785
18	MJDT1818P401	MJDT1818P401D	4,751.00	820
20 x 6	MJDT2006P401	MJDT2006P401D	3,816.00	725
20 x 8	MJDT2008P401	MJDT2008P401D	4,080.00	735
20 x 10	MJDT2010P401	MJDT2010P401D	4,222.00	755
20 x 12	MJDT2012P401	MJDT2012P401D	4,222.00	775
20 x 14	MJDT2014P401	MJDT2014P401D	4,483.00	795
20 x 16	MJDT2016P401	MJDT2016P401D	5,281.00	945
20 x 18	MJDT2018P401	MJDT2018P401D	5,601.00	985
20	MJDT2020P401	MJDT2020P401D	5,714.00	1020
24 x 6	MJDT2406P401	MJDT2406P401D	6,070.00	985
24 x 8	MJDT2408P401	MJDT2408P401D	6,187.00	1000
24 x 10	MJDT2410P401	MJDT2410P401D	6,302.00	1020
24 x 12	MJDT2412P401	MJDT2412P401D	6,317.00	1030
24 x 14	MJDT2414P401	MJDT2414P401D	6,492.00	1055
24 x 16	MJDT2416P401	MJDT2416P401D	6,638.00	1075
24 x 18	MJDT2418P401	MJDT2418P401D	8,677.00	1400
24 x 20	MJDT2420P401	MJDT2420P401D	9,009.00	1450
24	MJDT2424P401	MJDT2424P401D	9,558.00	1535
30 x 6	MJDT3006P401	MJDT3006P401D	POA	1730
30 x 8	MJDT3008P401	MJDT3008P401D	POA	1745
30 x 10	MJDT3010P401	MJDT3010P401D	POA	1760
30 x 12	MJDT3012P401	MJDT3012P401D	POA	1780
30 x 14	MJDT3014P401	MJDT3014P401D	POA	1800
30 x 16	MJDT3016P401	MJDT3016P401D	POA	1820
30 x 18	MJDT3018P401	MJDT3018P401D	POA	1845
30 x 20	MJDT3020P401	MJDT3020P401D	POA	1875
30 x 24	MJDT3024P401	MJDT3024P401D	POA	2400
30	MJDT3030P401	MJDT3030P401D	POA	2595
36 x 8	MJDT3608P401	MJDT3608P401D	POA	2520
36 x 10	MJDT3610P401	MJDT3610P401D	POA	2535
36 x 12	MJDT3612P401	MJDT3612P401D	POA	2550
36 x 14	MJDT3614P401	MJDT3614P401D	POA	2570
36 x 16	MJDT3616P401	MJDT3616P401D	POA	2585
36 x 18	MJDT3618P401	MJDT3618P401D	POA	2610
36 x 20	MJDT3620P401	MJDT3620P401D	POA	2635
36 x 24	MJDT3624P401	MJDT3624P401D	POA	2690
36 x 30	MJDT3630P401	MJDT3630P401D	POA	3545
36	MJDT3636P401	MJDT3636P401D	POA	3745
42 x 12	MJDT4212P401	MJDT4212P401D	POA	3555
42 x 14	MJDT4214P401	MJDT4214P401D	POA	3575
42 x 16	MJDT4216P401	MJDT4216P401D	POA	3595
42 x 18	MJDT4218P401	MJDT4218P401D	POA	3615
42 x 20	MJDT4220P401	MJDT4220P401D	POA	3640
42 x 24	MJDT4224P401	MJDT4224P401D	POA	3690
42 x 30	MJDT4230P401	MJDT4230P401D	POA	4650
42 x 36	MJDT4236P401	MJDT4236P401D	POA	4880
42	MJDT4242P401	MJDT4242P401D	POA	5085
48 x 12	MJDT4812P401	MJDT4812P401D	POA	4870

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAMPING PRODUCTS

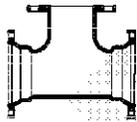
STAMPING PRODUCTS  
 HOUSTON CORPORATE (TOLL FREE) 800 899 3309 (FAX) 281 555 9000  
 www.stamp.com

**C110 DI Mechanical Joint Fittings**  
Lined with Protecto 401

Price List  
**MJ FULL BODY - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
48 x 14	MJDT4814P401	MJDT4814P401D	POA	4885
48 x 16	MJDT4816P401	MJDT4816P401D	POA	4905
48 x 18	MJDT4818P401	MJDT4818P401D	POA	4925
48 x 20	MJDT4820P401	MJDT4820P401D	POA	4950
48 x 24	MJDT4824P401	MJDT4824P401D	POA	4995
48 x 30	MJDT4830P401	MJDT4830P401D	POA	5140
48 x 36	MJDT4836P401	MJDT4836P401D	POA	6280
48 x 42	MJDT4842P401	MJDT4842P401D	POA	6510
48	MJDT4848P401	MJDT4848P401D	POA	6765



**C110 MJ x FLG TEE**

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
4 x 3	MJDFT0403P401	MJDFT0403P401D	704.00	69
4	MJDFT0404P401	MJDFT0404P401D	764.00	74
6 x 3	MJDFT0603P401	MJDFT0603P401D	971.00	107
6 x 4	MJDFT0604P401	MJDFT0604P401D	881.00	109
6	MJDFT0606P401	MJDFT0606P401D	1,012.00	115
8 x 3	MJDFT0803P401	MJDFT0803P401D	1,276.00	150
8 x 4	MJDFT0804P401	MJDFT0804P401D	1,222.00	159
8 x 6	MJDFT0806P401	MJDFT0806P401D	1,135.00	165
8	MJDFT0808P401	MJDFT0808P401D	1,428.00	175
10 x 4	MJDFT1004P401	MJDFT1004P401D	1,720.00	229
10 x 6	MJDFT1006P401	MJDFT1006P401D	1,492.00	240
10 x 8	MJDFT1008P401	MJDFT1008P401D	1,580.00	250
10	MJDFT1010P401	MJDFT1010P401D	1,962.00	297
12 x 4	MJDFT1204P401	MJDFT1204P401D	2,399.00	309
12 x 6	MJDFT1206P401	MJDFT1206P401D	1,764.00	315
12 x 8	MJDFT1208P401	MJDFT1208P401D	2,205.00	330
12 x 10	MJDFT1210P401	MJDFT1210P401D	3,254.00	378
12	MJDFT1212P401	MJDFT1212P401D	3,315.00	402
14 x 6	MJDFT1406P401	MJDFT1406P401D	3,447.00	475
14 x 8	MJDFT1408P401	MJDFT1408P401D	3,545.00	440
14 x 10	MJDFT1410P401	MJDFT1410P401D	3,604.00	453
14 x 12	MJDFT1412P401	MJDFT1412P401D	3,805.00	487
14	MJDFT1414P401	MJDFT1414P401D	4,048.00	570
16 x 6	MJDFT1606P401	MJDFT1606P401D	5,181.00	580
16 x 8	MJDFT1608P401	MJDFT1608P401D	5,247.00	591
16 x 10	MJDFT1610P401	MJDFT1610P401D	5,516.00	558
16 x 12	MJDFT1612P401	MJDFT1612P401D	5,544.00	650
16 x 14	MJDFT1614P401	MJDFT1614P401D	6,154.00	682
16	MJDFT1616P401	MJDFT1616P401D	6,180.00	706
18 x 6	MJDFT1806P401	MJDFT1806P401D	5,472.00	620
18 x 8	MJDFT1808P401	MJDFT1808P401D	5,551.00	634
18 x 10	MJDFT1810P401	MJDFT1810P401D	5,317.00	610
18 x 12	MJDFT1812P401	MJDFT1812P401D	5,350.00	630
18 x 14	MJDFT1814P401	MJDFT1814P401D	7,991.00	735
18 x 16	MJDFT1816P401	MJDFT1816P401D	8,193.00	752
18	MJDFT1818P401	MJDFT1818P401D	8,362.00	620
20 x 6	MJDFT2006P401	MJDFT2006P401D	6,133.00	715
20 x 8	MJDFT2008P401	MJDFT2008P401D	6,133.00	835
20 x 10	MJDFT2010P401	MJDFT2010P401D	6,354.00	780

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

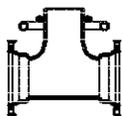
McWANE PIPE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 800 899 3309 (FAX) 281 555 9000  
www.mcwane.com 312 200111

**S** C110 DI Mechanical Joint Fittings  
Lined with Protecto 401

Price List  
**MJ FULL BODY - PROTECTO 401 LINED**

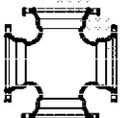
UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
20 x 12	MJDFT2012P401	MJDFT2012P401 D	6,458.00	866
20 x 14	MJDFT2014P401	MJDFT2014P401 D	6,793.00	881
20 x 16	MJDFT2016P401	MJDFT2016P401 D	7,231.00	940
20 x 18	MJDFT2018P401	MJDFT2018P401 D	7,942.00	935
20	MJDFT2020P401	MJDFT2020P401 D	10,229.00	962
24 x 6	MJDFT2406P401	MJDFT2406P401 D	9,811.00	975
24 x 8	MJDFT2408P401	MJDFT2408P401 D	9,698.00	1000
24 x 10	MJDFT2410P401	MJDFT2410P401 D	10,080.00	1008
24 x 12	MJDFT2412P401	MJDFT2412P401 D	8,616.00	1175
24 x 14	MJDFT2414P401	MJDFT2414P401 D	9,742.00	1030
24 x 16	MJDFT2416P401	MJDFT2416P401 D	9,742.00	1211
24 x 18	MJDFT2418P401	MJDFT2418P401 D	10,674.00	1354
24 x 20	MJDFT2420P401	MJDFT2420P401 D	11,132.00	1669
24	MJDFT2424P401	MJDFT2424P401 D	12,833.00	1550
30 x 6	MJDFT3006P401	MJDFT3006P401 D	POA	1725
30 x 8	MJDFT3008P401	MJDFT3008P401 D	POA	1740
30 x 10	MJDFT3010P401	MJDFT3010P401 D	POA	1750
30 x 12	MJDFT3012P401	MJDFT3012P401 D	POA	1770
30 x 14	MJDFT3014P401	MJDFT3014P401 D	POA	1778
30 x 16	MJDFT3016P401	MJDFT3016P401 D	POA	1786
30 x 18	MJDFT3018P401	MJDFT3018P401 D	POA	2050
30 x 20	MJDFT3020P401	MJDFT3020P401 D	POA	2100
30 x 24	MJDFT3024P401	MJDFT3024P401 D	POA	2132
30	MJDFT3030P401	MJDFT3030P401 D	POA	2485
36 x 6	MJDFT3606P401	MJDFT3606P401 D	POA	2495
36 x 8	MJDFT3608P401	MJDFT3608P401 D	POA	2525
36 x 10	MJDFT3610P401	MJDFT3610P401 D	POA	2525
36 x 12	MJDFT3612P401	MJDFT3612P401 D	POA	2545
36 x 14	MJDFT3614P401	MJDFT3614P401 D	POA	2570
36 x 16	MJDFT3616P401	MJDFT3616P401 D	POA	3160
36 x 18	MJDFT3618P401	MJDFT3618P401 D	POA	2560
36 x 20	MJDFT3620P401	MJDFT3620P401 D	POA	2630
36 x 24	MJDFT3624P401	MJDFT3624P401 D	POA	3157
36 x 30	MJDFT4824P401	MJDFT4824P401 D	POA	3475



**C110 MJ HYDRANT TEE**

6 x 6	MJDTH0606P401	MJDTH0606P401 D	1,075.00	110
8 x 6	MJDTH0806P401	MJDTH0806P401 D	1,005.00	160
10 x 6	MJDTH1006P401	MJDTH1006P401 D	1,541.00	235
12 x 6	MJDTH1206P401	MJDTH1206P401 D	1,553.00	310
16 x 6	MJDTH1606P401	MJDTH1606P401 D	2,700.00	525
20 x 6	MJDTH1608P401	MJDTH1608P401 D	5,844.00	750
24 x 6	MJDTH3006P401	MJDTH3006P401 D	POA	970



**C110 MJ CROSS**

4 x 3	MJDX0403P401	MJDX0403P401 D	827.00	90
4	MJDX0404P401	MJDX0404P401 D	827.00	105
6 x 3	MJDX0603P401	MJDX0603P401 D	896.00	125
6 x 4	MJDX0604P401	MJDX0604P401 D	1,025.00	140
6	MJDX0606P401	MJDX0606P401 D	1,112.00	160

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-899-3309 | FAX 281-555-9030  
www.star-pipe.com | 1-800-333-3333

**C110 DI Mechanical Joint Fittings**  
**Lined with Protecto 401**

**Price List**  
**MJ FULL BODY - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
8 x 4	MJDX0804P401	MJDX0804P401D	1,141.00	185
8 x 6	MJDX0806P401	MJDX0806P401D	1,313.00	205
8	MJDX0808P401	MJDX0808P401D	1,576.00	235
10 x 4	MJDX1004P401	MJDX1004P401D	1,738.00	260
10 x 6	MJDX1006P401	MJDX1006P401D	1,650.00	285
10 x 8	MJDX1008P401	MJDX1008P401D	1,793.00	310
10	MJDX1010P401	MJDX1010P401D	2,200.00	380
12 x 4	MJDX1204P401	MJDX1204P401D	2,249.00	340
12 x 6	MJDX1206P401	MJDX1206P401D	2,015.00	360
12 x 8	MJDX1208P401	MJDX1208P401D	2,154.00	385
12 x 10	MJDX1210P401	MJDX1210P401D	2,737.00	460
12	MJDX1212P401	MJDX1212P401D	2,769.00	495
14 x 6	MJDX1406P401	MJDX1406P401D	3,217.00	475
14 x 8	MJDX1408P401	MJDX1408P401D	3,121.00	500
14 x 10	MJDX1410P401	MJDX1410P401D	3,966.00	540
14 x 12	MJDX1412P401	MJDX1412P401D	4,265.00	585
14	MJDX1414P401	MJDX1414P401D	4,206.00	635
16 x 6	MJDX1606P401	MJDX1606P401D	3,386.00	575
16 x 8	MJDX1608P401	MJDX1608P401D	3,938.00	605
16 x 10	MJDX1610P401	MJDX1610P401D	4,440.00	645
16 x 12	MJDX1612P401	MJDX1612P401D	4,556.00	685
16 x 14	MJDX1614P401	MJDX1614P401D	4,760.00	735
16	MJDX1616P401	MJDX1616P401D	4,659.00	790
18 x 6	MJDX1806P401	MJDX1806P401D	3,674.00	625
18 x 8	MJDX1808P401	MJDX1808P401D	3,660.00	655
18 x 10	MJDX1810P401	MJDX1810P401D	3,933.00	685
18 x 12	MJDX1812P401	MJDX1812P401D	4,204.00	725
18 x 14	MJDX1814P401	MJDX1814P401D	5,616.00	870
18 x 16	MJDX1816P401	MJDX1816P401D	5,831.00	930
18	MJDX1818P401	MJDX1818P401D	5,675.00	995
20 x 6	MJDX2006P401	MJDX2006P401D	4,250.00	760
20 x 8	MJDX2008P401	MJDX2008P401D	4,300.00	790
20 x 10	MJDX2010P401	MJDX2010P401D	4,520.00	820
20 x 12	MJDX2012P401	MJDX2012P401D	4,633.00	860
20 x 14	MJDX2014P401	MJDX2014P401D	5,971.00	905
20 x 16	MJDX2016P401	MJDX2016P401D	6,019.00	1085
20 x 18	MJDX2018P401	MJDX2018P401D	6,830.00	1155
20	MJDX2020P401	MJDX2020P401D	6,835.00	1230
24 x 6	MJDX2406P401	MJDX2406P401D	6,374.00	1025
24 x 8	MJDX2408P401	MJDX2408P401D	6,405.00	1045
24 x 10	MJDX2410P401	MJDX2410P401D	6,686.00	1085
24 x 12	MJDX2412P401	MJDX2412P401D	6,750.00	1110
24 x 14	MJDX2414P401	MJDX2414P401D	7,353.00	1155
24 x 16	MJDX2416P401	MJDX2416P401D	7,367.00	1200
24 x 18	MJDX2418P401	MJDX2418P401D	10,263.00	1590
24 x 20	MJDX2420P401	MJDX2420P401D	10,335.00	1675
24	MJDX2424P401	MJDX2424P401D	11,428.00	1835
30 x 6	MJDX3006P401	MJDX3006P401D	POA	1770
30 x 8	MJDX3008P401	MJDX3008P401D	POA	1795
30 x 10	MJDX3010P401	MJDX3010P401D	POA	1830

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

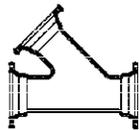
MCWANE CORPORATE (TOLL FREE) 800 899 3309 (FAX) 251 555 9000  
 www.mcp.com www.dia.com

**S** C110 DI Mechanical Joint Fittings  
Lined with Protecto 401

Price List  
**MJ FULL BODY - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
30 x 12	MJDX3012P401	MJDX3012P401D	POA	1865
30 x 14	MJDX3014P401	MJDX3014P401D	POA	1905
30 x 16	MJDX3016P401	MJDX3016P401D	POA	1950
30 x 18	MJDX3018P401	MJDX3018P401D	POA	2000
30 x 20	MJDX3020P401	MJDX3020P401D	POA	2060
30 x 24	MJDX3024P401	MJDX3024P401D	POA	2675
30	MJDX3030P401	MJDX3030P401D	POA	3075
36 x 12	MJDX3612P401	MJDX3612P401D	POA	2630
36 x 14	MJDX3614P401	MJDX3614P401D	POA	2670
36 x 16	MJDX3616P401	MJDX3616P401D	POA	2705
36 x 18	MJDX3618P401	MJDX3618P401D	POA	2750
36 x 20	MJDX3620P401	MJDX3620P401D	POA	2805
36 x 24	MJDX3624P401	MJDX3624P401D	POA	2910
36 x 30	MJDX3630P401	MJDX3630P401D	POA	3965
36	MJDX3636P401	MJDX3636P401D	POA	4370
42 x 12	MJDX4212P401	MJDX4212P401D	POA	3640
42 x 14	MJDX4214P401	MJDX4214P401D	POA	3675
42 x 16	MJDX4216P401	MJDX4216P401D	POA	3715
42 x 18	MJDX4218P401	MJDX4218P401D	POA	3755
42 x 20	MJDX4220P401	MJDX4220P401D	POA	3825
42 x 24	MJDX4224P401	MJDX4224P401D	POA	3910
42 x 30	MJDX4230P401	MJDX4230P401D	POA	4650
42 x 36	MJDX4236P401	MJDX4236P401D	POA	5425
42	MJDX4242P401	MJDX4242P401D	POA	5840
48 x 12	MJDX4812P401	MJDX4812P401D	POA	4955
48 x 14	MJDX4814P401	MJDX4814P401D	POA	4985
48 x 16	MJDX4816P401	MJDX4816P401D	POA	5025
48 x 18	MJDX4818P401	MJDX4818P401D	POA	5065
48 x 20	MJDX4820P401	MJDX4820P401D	POA	5115
48 x 24	MJDX4824P401	MJDX4824P401D	POA	5210
48 x 30	MJDX4830P401	MJDX4830P401D	POA	5495
48 x 36	MJDX4836P401	MJDX4836P401D	POA	6790
48 x 42	MJDX4842P401	MJDX4842P401D	POA	7150
48	MJDX4848P401	MJDX4848P401D	POA	7655



**C110 MJ LATERAL**

4 x 3	MJDL0403P401	MJDL0403P401D	884.00	85
4	MJDL0404P401	MJDL0404P401D	931.00	95
6 x 3	MJDL0603P401	MJDL0603P401D	1,025.00	125
6 x 4	MJDL0604P401	MJDL0604P401D	1,092.00	135
6	MJDL0606P401	MJDL0606P401D	1,215.00	150
8 x 4	MJDL0804P401	MJDL0804P401D	1,417.00	190
8 x 6	MJDL0806P401	MJDL0806P401D	1,529.00	205
8	MJDL0808P401	MJDL0808P401D	1,710.00	225
10 x 4	MJDL1004P401	MJDL1004P401D	2,461.00	270
10 x 6	MJDL1006P401	MJDL1006P401D	2,341.00	285
10 x 8	MJDL1008P401	MJDL1008P401D	2,164.00	305
10	MJDL1010P401	MJDL1010P401D	3,037.00	375
12 x 4	MJDL1204P401	MJDL1204P401D	3,188.00	375
12 x 6	MJDL1206P401	MJDL1206P401D	3,361.00	390

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF MCWANE PRODUCTS

MCWANE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 800-899-3309 (FAX) 281-555-9000  
www.mcwane.com

**C110 DI Mechanical Joint Fittings**  
**Lined with Protecto 401**

**Price List**  
**MJ FULL BODY - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
12 x 8	MJDL1208P401	MJDL1208P401D	3,410.00	415
12 x 10	MJDL1210P401	MJDL1210P401D	3,095.00	500
12	MJDL1212P401	MJDL1212P401D	3,310.00	535
14 x 6	MJDL1406P401	MJDL1406P401D	5,818.00	540
14 x 8	MJDL1408P401	MJDL1408P401D	5,945.00	565
14 x 10	MJDL1410P401	MJDL1410P401D	6,210.00	595
14 x 12	MJDL1412P401	MJDL1412P401D	6,450.00	630
14	MJDL1414P401	MJDL1414P401D	6,952.00	690
16 x 6	MJDL1606P401	MJDL1606P401D	7,092.00	700
16 x 8	MJDL1608P401	MJDL1608P401D	7,221.00	720
16 x 10	MJDL1610P401	MJDL1610P401D	7,550.00	755
16 x 12	MJDL1612P401	MJDL1612P401D	8,279.00	790
16 x 14	MJDL1614P401	MJDL1614P401D	8,831.00	850
16	MJDL1616P401	MJDL1616P401D	9,671.00	905
18 x 6	MJDL1806P401	MJDL1806P401D	8,329.00	880
18 x 8	MJDL1808P401	MJDL1808P401D	6,448.00	890
18 x 10	MJDL1810P401	MJDL1810P401D	6,689.00	925
18 x 12	MJDL1812P401	MJDL1812P401D	7,409.00	960
18 x 14	MJDL1814P401	MJDL1814P401D	8,068.00	1015
18 x 16	MJDL1816P401	MJDL1816P401D	7,786.00	1070
18	MJDL1818P401	MJDL1818P401D	8,233.00	1135
20 x 10	MJDL2010P401	MJDL2010P401D	8,048.00	1150
20 x 12	MJDL2012P401	MJDL2012P401D	8,312.00	1190
20 x 14	MJDL2014P401	MJDL2014P401D	9,620.00	1250
20 x 16	MJDL2016P401	MJDL2016P401D	9,354.00	1300
20 x 18	MJDL2018P401	MJDL2018P401D	11,374.00	1365
20	MJDL2020P401	MJDL2020P401D	11,465.00	1435
24 x 12	MJDL2412P401	MJDL2412P401D	16,672.00	1700
24 x 14	MJDL2414P401	MJDL2414P401D	16,979.00	1760
24 x 16	MJDL2416P401	MJDL2416P401D	17,287.00	1815
24 x 18	MJDL2418P401	MJDL2418P401D	17,713.00	1880
24 x 20	MJDL2420P401	MJDL2420P401D	18,484.00	1950
24	MJDL2424P401	MJDL2424P401D	20,113.00	2115
30 x 12	MJDL3012P401	MJDL3012P401D	POA	2850
30 x 14	MJDL3014P401	MJDL3014P401D	POA	2915
30 x 16	MJDL3016P401	MJDL3016P401D	POA	2975
30 x 18	MJDL3018P401	MJDL3018P401D	POA	3040
30 x 20	MJDL3020P401	MJDL3020P401D	POA	3115
30 x 24	MJDL3024P401	MJDL3024P401D	POA	3280
30	MJDL3030P401	MJDL3030P401D	POA	3670
36 x 12	MJDL3612P401	MJDL3612P401D	POA	4895
36 x 14	MJDL3614P401	MJDL3614P401D	POA	4970
36 x 16	MJDL3616P401	MJDL3616P401D	POA	5040
36 x 18	MJDL3618P401	MJDL3618P401D	POA	5120
36 x 20	MJDL3620P401	MJDL3620P401D	POA	5205
36 x 24	MJDL3624P401	MJDL3624P401D	POA	5390
36 x 30	MJDL3630P401	MJDL3630P401D	POA	5805
36	MJDL3636P401	MJDL3636P401D	POA	6335

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF MCWANE PRODUCTS

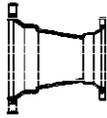
MCWANE PRODUCTS  
 HOUSTON CORPORATE (TOLL FREE) 800-899-3309 (FAX) 281-555-9000  
 www.mcwane.com

**S** C110 DI Mechanical Joint Fittings  
Lined with Protecto 401

Price List  
**MJ FULL BODY - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
---------------	------------------------	--------------------	---------------------------	---------------



**C110 MJ REDUCER**

4 x 3	MJDRO403P401	MJDRO403P401 D	287.00	40
6 x 3	MJDRO603P401	MJDRO603P401 D	317.00	55
6 x 4	MJDRO604P401	MJDRO604P401 D	356.00	60
8 x 3	MJDRO803P401	MJDRO803P401 D	430.00	75
8 x 4	MJDRO804P401	MJDRO804P401 D	460.00	80
8 x 6	MJDRO806P401	MJDRO806P401 D	522.00	95
10 x 4	MJDR1004P401	MJDR1004P401 D	620.00	105
10 x 6	MJDR1006P401	MJDR1006P401 D	568.00	115
10 x 8	MJDR1008P401	MJDR1008P401 D	675.00	135
12 x 4	MJDR1204P401	MJDR1204P401 D	628.00	135
12 x 6	MJDR1206P401	MJDR1206P401 D	700.00	150
12 x 8	MJDR1208P401	MJDR1208P401 D	747.00	165
12 x 10	MJDR1210P401	MJDR1210P401 D	881.00	190
14 x 6	MJDR1406P401	MJDR1406P401 D	1,245.00	190
14 x 8	MJDR1408P401	MJDR1408P401 D	1,366.00	210
14 x 10	MJDR1410P401	MJDR1410P401 D	1,475.00	230
14 x 12	MJDR1412P401	MJDR1412P401 D	1,612.00	255
16 x 6	MJDR1606P401	MJDR1606P401 D	1,286.00	230
16 x 8	MJDR1608P401	MJDR1608P401 D	1,391.00	250
16 x 10	MJDR1610P401	MJDR1610P401 D	1,541.00	280
16 x 12	MJDR1612P401	MJDR1612P401 D	1,671.00	305
16 x 14	MJDR1614P401	MJDR1614P401 D	1,902.00	335
18 x 8	MJDR1808P401	MJDR1808P401 D	1,978.00	295
18 x 10	MJDR1810P401	MJDR1810P401 D	2,181.00	325
18 x 12	MJDR1812P401	MJDR1812P401 D	2,239.00	350
18 x 14	MJDR1814P401	MJDR1814P401 D	2,341.00	380
18 x 16	MJDR1816P401	MJDR1816P401 D	2,426.00	415
20 x 10	MJDR2010P401	MJDR2010P401 D	2,289.00	375
20 x 12	MJDR2012P401	MJDR2012P401 D	2,360.00	405
20 x 14	MJDR2014P401	MJDR2014P401 D	2,706.00	430
20 x 16	MJDR2016P401	MJDR2016P401 D	2,724.00	470
20 x 18	MJDR2018P401	MJDR2018P401 D	3,063.00	510
24 x 12	MJDR2412P401	MJDR2412P401 D	3,284.00	550
24 x 14	MJDR2414P401	MJDR2414P401 D	3,727.00	575
24 x 16	MJDR2416P401	MJDR2416P401 D	3,768.00	615
24 x 18	MJDR2418P401	MJDR2418P401 D	4,025.00	660
24 x 20	MJDR2420P401	MJDR2420P401 D	4,334.00	705
30 x 16	MJDR3016P401	MJDR3016P401 D	POA	945
30 x 18	MJDR3018P401	MJDR3018P401 D	POA	990
30 x 20	MJDR3020P401	MJDR3020P401 D	POA	1050
30 x 24	MJDR3024P401	MJDR3024P401 D	POA	1165
36 x 20	MJDR3620P401	MJDR3620P401 D	POA	1450
36 x 24	MJDR3624P401	MJDR3624P401 D	POA	1580
36 x 30	MJDR3630P401	MJDR3630P401 D	POA	1855
42 x 20	MJDR3620P401	MJDR3620P401 D	POA	1915
42 x 24	MJDR4224P401	MJDR4224P401 D	POA	2060
42 x 30	MJDR4230P401	MJDR4230P401 D	POA	2370

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

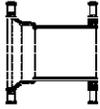
STAR PIPE PRODUCTS  
MCWANE CORPORATE (TOLL FREE) 800 899 3309 (FAX) 251 555 9000  
www.starpipe.com

**C110 DI Mechanical Joint Fittings**  
**Lined with Protecto 401**

Price List  
**MJ FULL BODY - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
42 x 36	MJDR4236P401	MJDR4236P401 D	POA	2695
48 x 30	MJDR4830P401	MJDR4830P401 D	POA	3005
48 x 36	MJDR4836P401	MJDR4836P401 D	POA	3370
48 x 42	MJDR4842P401	MJDR4842P401 D	POA	3750



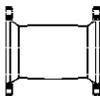
**C110 MJxFLG ADAPTER PIECE**

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
4	MJDFA04P401	MJDFA04P401 D	391.00	40
6	MJDFA06P401	MJDFA06P401 D	517.00	60
8	MJDFA08P401	MJDFA08P401 D	607.00	85
10	MJDFA10P401	MJDFA10P401 D	728.00	115
12	MJDFA12P401	MJDFA12P401 D	841.00	155
14	MJDFA14P401	MJDFA14P401 D	1,802.00	195
16	MJDFA16P401	MJDFA16P401 D	2,074.00	240
18	MJDFA18P401	MJDFA18P401 D	2,659.00	280
20	MJDFA20P401	MJDFA20P401 D	2,719.00	340
24	MJDFA24P401	MJDFA24P401 D	4,098.00	455



**C110 MJ SHORT SLEEVE**

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
4	MJDSS04P401	MJDSS04P401 D	287.00	35
6	MJDSS06P401	MJDSS06P401 D	354.00	45
8	MJDSS08P401	MJDSS08P401 D	451.00	65
10	MJDSS10P401	MJDSS10P401 D	536.00	85
12	MJDSS12P401	MJDSS12P401 D	699.00	110
14	MJDSS14P401	MJDSS14P401 D	1,124.00	165
16	MJDSS16P401	MJDSS16P401 D	1,277.00	200
18	MJDSS18P401	MJDSS18P401 D	1,790.00	240
20	MJDSS20P401	MJDSS20P401 D	1,938.00	275
24	MJDSS24P401	MJDSS24P401 D	2,902.00	360
30	MJDSS30P401	MJDSS30P401 D	POA	745
36	MJDSS36P401	MJDSS36P401 D	POA	1030
42	MJDSS42P401	MJDSS42P401 D	POA	1330
48	MJDSS48P401	MJDSS48P401 D	POA	1645



**C110 MJ LONG SLEEVE**

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
4	MJDLSL04P401	MJDLSL04P401 D	330.00	45
6	MJDLSL06P401	MJDLSL06P401 D	436.00	65
8	MJDLSL08P401	MJDLSL08P401 D	528.00	85
10	MJDLSL10P401	MJDLSL10P401 D	553.00	115
12	MJDLSL12P401	MJDLSL12P401 D	803.00	145
14	MJDLSL14P401	MJDLSL14P401 D	1,400.00	225
16	MJDLSL16P401	MJDLSL16P401 D	1,612.00	275
18	MJDLSL18P401	MJDLSL18P401 D	2,244.00	330
20	MJDLSL20P401	MJDLSL20P401 D	2,406.00	380
24	MJDLSL24P401	MJDLSL24P401 D	3,121.00	810
30	MJDLSL30P401	MJDLSL30P401 D	POA	1085
36	MJDLSL36P401	MJDLSL36P401 D	POA	1495
42	MJDLSL42P401	MJDLSL42P401 D	POA	1940
48	MJDLSL48P401	MJDLSL48P401 D	POA	2405

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

STEEL PIPE PRODUCTS  
 HOUSTON CORPORATE (TOLL FREE) 832-999-3309 (FAX) 281-555-9600  
 www.spp.com

**C110 DI Mechanical Joint Fittings**  
Lined with Protecto 401

Price List  
**MJ FULL BODY - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
<b>C110 MJ CAP</b>				
4	MJDC04P401	MJDC04P401D	147.00	20
6	MJDC06P401	MJDC06P401D	171.00	30
8	MJDC08P401	MJDC08P401D	195.00	45
10	MJDC10P401	MJDC10P401D	259.00	60
12	MJDC12P401	MJDC12P401D	310.00	80
14	MJDC14P401	MJDC14P401D	937.00	115
16	MJDC16P401	MJDC16P401D	888.00	155
18	MJDC18P401	MJDC18P401D	1,222.00	215
20	MJDC20P401	MJDC20P401D	1,455.00	250
24	MJDC24P401	MJDC24P401D	2,384.00	370
30	MJDC30P401	MJDC30P401D	POA	680
36	MJDC36P401	MJDC36P401D	POA	1005
42	MJDC42P401	MJDC42P401D	POA	1535
48	MJDC48P401	MJDC48P401D	POA	1950



Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
<b>C110 MJ CAP TAPPED 2"</b>				
4	MJDC04TP401	MJDC04TP401D	200.00	20
6	MJDC06TP401	MJDC06TP401D	217.00	30
8	MJDC08TP401	MJDC08TP401D	242.00	45
10	MJDC10TP401	MJDC10TP401D	299.00	60
12	MJDC12TP401	MJDC12TP401D	349.00	80
14	MJDC14TP401	MJDC14TP401D	1,135.00	115
16	MJDC16TP401	MJDC16TP401D	946.00	155
18	MJDC18TP401	MJDC18TP401D	1,406.00	215
20	MJDC20TP401	MJDC20TP401D	1,631.00	250
24	MJDC24TP401	MJDC24TP401D	2,560.00	370
30	MJDC30TP401	MJDC30TP401D	POA	680
36	MJDC36TP401	MJDC36TP401D	POA	1005



The standard tap size is 2" NPT. For other sizes, please contact Star Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
<b>C110 MJ PLUG</b>				
4	MJDP04P401	MJDP04P401D	120.00	20
6	MJDP06P401	MJDP06P401D	151.00	35
8	MJDP08P401	MJDP08P401D	221.00	50
10	MJDP10P401	MJDP10P401D	280.00	65
12	MJDP12P401	MJDP12P401D	355.00	85
14	MJDP14P401	MJDP14P401D	699.00	115
16	MJDP16P401	MJDP16P401D	851.00	145
18	MJDP18P401	MJDP18P401D	1,086.00	185
20	MJDP20P401	MJDP20P401D	1,186.00	225
24	MJDP24P401	MJDP24P401D	1,992.00	335
30	MJDP30P401	MJDP30P401D	POA	660
36	MJDP36P401	MJDP36P401D	POA	975
42	MJDP42P401	MJDP42P401D	POA	1355
48	MJDP48P401	MJDP48P401D	POA	1810



[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-997-3309 (FAX) 281-555-9000  
www.starpipe.com/starpipe

**C110 DI Mechanical Joint Fittings**  
**Lined with Protecto 401**

Price List  
**MJ FULL BODY - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
<b>C110 MJ PLUG TAPPED 2"</b>				
4	MJDP04TP401	MJDP04TP401 D	171.00	20
6	MJDP06TP401	MJDP06TP401 D	202.00	35
8	MJDP08TP401	MJDP08TP401 D	265.00	50
10	MJDP10TP401	MJDP10TP401 D	321.00	65
12	MJDP12TP401	MJDP12TP401 D	396.00	85
14	MJDP14TP401	MJDP14TP401 D	896.00	115
16	MJDP16TP401	MJDP16TP401 D	1,042.00	145
18	MJDP18TP401	MJDP18TP401 D	1,270.00	185
20	MJDP20TP401	MJDP20TP401 D	1,639.00	225
24	MJDP24TP401	MJDP24TP401 D	2,380.00	335



The standard tap size is 2" NPT. For other sizes, please contact Star® Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.

[Call for Availability]

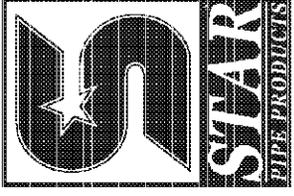


\*Weights exclude accessories

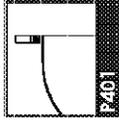
REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
 HOUSTON CORPORATE (TOLL FREE) 832-899-3309 | FAX 281-555-9600  
 www.star-pipe.com | 312102011





PROTECTO 401 LINED



# C153 DI COMPACT MJ FITTINGS

ANSI/AWWA C153/A21.53

version: **UPL.09.02**  
EFFECTIVE: MAY 12, 2009  
(SUPERSEDES ALL PREVIOUS PRICING)



Protecto Pipe Products, Inc.  
2100 North Lincoln Ave.  
P.O. Box 1000  
Lisle, IL 60132-1000

Protecto Pipe Products  
2100 North Lincoln Ave.  
Lisle, IL 60132-1000

**WEST COAST (U.S.)**

Toll Free: (877) 701-7827  
Fax: (951) 898-9561

**CENTRAL (U.S.)**

Toll Free: (800) 595-3309  
Fax: (251) 555-9000

**EAST COAST (U.S.)**

Toll Free: (888) 941-7827  
Fax: (804) 714-2839

**CAMBRIDGE (CANADA)**

Toll Free: (888) 895-7827  
Fax: (519) 650-1553

**LAVAL (CANADA)**

Toll Free: (877) 477-7827  
Fax: (450) 681-9807

Confidential

McWane-018245

CX 2359-123

PUBLIC

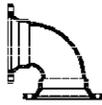
**C153 DI Mechanical Joint Fittings**  
Lined with Protecto 401

Price List  
**MJ COMPACT - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
---------------	------------------------	--------------------	---------------------------	---------------

**C153 MJ 90 BEND**



4	MJB9004P401	MJB9004P401 D	143.00	25
6	MJB9006P401	MJB9006P401 D	230.00	42
8	MJB9008P401	MJB9008P401 D	334.00	67
10	MJB9010P401	MJB9010P401 D	522.00	101
12	MJB9012P401	MJB9012P401 D	614.00	132
14	MJB9014P401	MJB9014P401 D	1,207.00	204
16	MJB9016P401	MJB9016P401 D	1,412.00	260
18	MJB9018P401	MJB9018P401 D	2,418.00	342
20	MJB9020P401	MJB9020P401 D	2,752.00	456
24	MJB9024P401	MJB9024P401 D	4,168.00	636
30	MJB9030P401	MJB9030P401 D	POA	1163
36	MJB9036P401	MJB9036P401 D	POA	1679

**C153 MJ 45 BEND**



4	MJB4504P401	MJB4504P401 D	139.00	22
6	MJB4506P401	MJB4506P401 D	200.00	38
8	MJB4508P401	MJB4508P401 D	300.00	58
10	MJB4510P401	MJB4510P401 D	413.00	82
12	MJB4512P401	MJB4512P401 D	541.00	111
14	MJB4514P401	MJB4514P401 D	973.00	157
16	MJB4516P401	MJB4516P401 D	1,161.00	194
18	MJB4518P401	MJB4518P401 D	1,880.00	234
20	MJB4520P401	MJB4520P401 D	2,225.00	341
24	MJB4524P401	MJB4524P401 D	3,190.00	450
30	MJB4530P401	MJB4530P401 D	POA	887
36	MJB4536P401	MJB4536P401 D	POA	1205

**C153 MJ 22 1/2 BEND**



4	MJB2204P401	MJB2204P401 D	132.00	20
6	MJB2206P401	MJB2206P401 D	206.00	36
8	MJB2208P401	MJB2208P401 D	304.00	48
10	MJB2210P401	MJB2210P401 D	419.00	65
12	MJB2212P401	MJB2212P401 D	543.00	82
14	MJB2214P401	MJB2214P401 D	944.00	132
16	MJB2216P401	MJB2216P401 D	1,161.00	170
18	MJB2218P401	MJB2218P401 D	1,868.00	231
20	MJB2220P401	MJB2220P401 D	2,369.00	349
24	MJB2224P401	MJB2224P401 D	3,345.00	459
30	MJB2230P401	MJB2230P401 D	POA	722
36	MJB2236P401	MJB2236P401 D	POA	974

**C153 MJ 11 1/4 BEND**



4	MJB1104P401	MJB1104P401 D	147.00	18
6	MJB1106P401	MJB1106P401 D	206.00	31
8	MJB1108P401	MJB1108P401 D	309.00	44
10	MJB1110P401	MJB1110P401 D	422.00	59
12	MJB1112P401	MJB1112P401 D	550.00	74
14	MJB1114P401	MJB1114P401 D	911.00	114

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEARNS PRODUCTS

STEARN'S PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-999-3309 | FAX 281-555-9000  
www.stearns.com | 312-200-1111

**S** C153 DI Mechanical Joint Fittings  
Lined with Protecto 401

Price List  
**MJ COMPACT - PROTECTO 401 LINED**

UPL.09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
16	MJB1116P401	MJB1116P401D	1,215.00	150
18	MJB1118P401	MJB1118P401D	1,873.00	230
20	MJB1120P401	MJB1120P401D	2,192.00	355
24	MJB1124P401	MJB1124P401D	3,345.00	459
30	MJB1130P401	MJB1130P401D	POA	645
36	MJB1136P401	MJB1136P401D	POA	887

**C153 MJXPE 90 BEND**



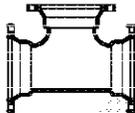
4	MJBP9004P401	MJBP9004P401D	179.00	26
6	MJBP9006P401	MJBP9006P401D	260.00	45
8	MJBP9008P401	MJBP9008P401D	376.00	65
18	MJBP9018P401	MJBP9018P401D	2,887.00	385
24	MJBP9024P401	MJBP9024P401D	5,491.00	595

**C153 MJXPE 45 BEND**



4	MJBP4504P401	MJBP4504P401D	209.00	21
6	MJBP4506P401	MJBP4506P401D	261.00	37
8	MJBP4508P401	MJBP4508P401D	340.00	57
18	MJBP4518P401	MJBP4518P401D	2,735.00	270
20	MJBP4520P401	MJBP4520P401D	3,146.00	315
24	MJBP4524P401	MJBP4524P401D	4,053.00	430

**C153 MJ TEE**



4	MJT0404P401	MJT0404P401D	216.00	35
6 x 4	MJT0604P401	MJT0604P401D	283.00	56
6	MJT0606P401	MJT0606P401D	297.00	70
8 x 4	MJT0804P401	MJT0804P401D	362.00	72
8 x 6	MJT0806P401	MJT0806P401D	381.00	85
8	MJT0808P401	MJT0808P401D	403.00	98
10 x 4	MJT1004P401	MJT1004P401D	515.00	81
10 x 6	MJT1006P401	MJT1006P401D	553.00	97
10 x 8	MJT1008P401	MJT1008P401D	564.00	113
10	MJT1010P401	MJT1010P401D	614.00	131
12 x 4	MJT1204P401	MJT1204P401D	605.00	97
12 x 6	MJT1206P401	MJT1206P401D	635.00	119
12 x 8	MJT1208P401	MJT1208P401D	651.00	140
12 x 10	MJT1210P401	MJT1210P401D	734.00	150
12	MJT1212P401	MJT1212P401D	760.00	160
14 x 6	MJT1406P401	MJT1406P401D	1,173.00	182
14	MJT1414P401	MJT1414P401D	1,749.00	260
16 x 8	MJT1608P401	MJT1608P401D	1,559.00	219
16 x 8	MJT1608P401	MJT1608P401D	1,574.00	239
16 x 10	MJT1610P401	MJT1610P401D	1,608.00	256
16 x 12	MJT1612P401	MJT1612P401D	1,628.00	274
16	MJT1616P401	MJT1616P401D	1,811.00	348
18 x 6	MJT1806P401	MJT1806P401D	2,415.00	272
18 x 8	MJT1808P401	MJT1808P401D	2,495.00	293
18 x 12	MJT1812P401	MJT1812P401D	2,997.00	349
18	MJT1818P401	MJT1818P401D	3,519.00	448

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAFFORD PRODUCTS

STAFFORD PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 800 899 3309 (FAX) 281 555 9000  
www.stafford-products.com

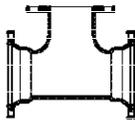
**S** C153 DI Mechanical Joint Fittings  
Lined with Protecto 401

Price List  
**MJ COMPACT - PROTECTO 401 LINED**

UPL09.02

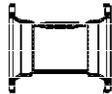
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
20 x 6	MJT2006P401	MJT2006P401D	2,427.00	305
20 x 8	MJT2008P401	MJT2008P401D	2,444.00	388
20 x 12	MJT2012P401	MJT2012P401D	3,023.00	414
20 x 16	MJT2016P401	MJT2016P401D	3,398.00	497
20	MJT2020P401	MJT2020P401D	3,808.00	567
24 x 6	MJT2406P401	MJT2406P401D	3,806.00	425
24 x 8	MJT2408P401	MJT2408P401D	4,257.00	448
24 x 10	MJT2410P401	MJT2410P401D	3,879.00	480
24 x 12	MJT2412P401	MJT2412P401D	4,275.00	514
24 x 16	MJT2416P401	MJT2416P401D	4,394.00	601
24 x 20	MJT2420P401	MJT2420P401D	6,021.00	733
24	MJT2424P401	MJT2424P401D	5,540.00	870
30 x 20	MJT3020P401	MJT3020P401D	POA	1232
30 x 24	MJT3024P401	MJT3024P401D	POA	1466
30	MJT3030P401	MJT3030P401D	POA	1520
36 x 24	MJT3624P401	MJT3624P401D	POA	1718
36 x 30	MJT3630P401	MJT3630P401D	POA	1997
36	MJT3636P401	MJT3636P401D	POA	2305

**C153 MJ X FLG TEE**



4	MJFT0404P401	MJFT0404P401D	259.00	39
6	MJFT0606P401	MJFT0606P401D	501.00	67
8 x 6	MJFT0806P401	MJFT0806P401D	642.00	86
8	MJFT0808P401	MJFT0808P401D	506.00	101
10 x 8	MJFT1006P401	MJFT1006P401D	784.00	107
10	MJFT1010P401	MJFT1010P401D	793.00	144
12 x 6	MJFT1206P401	MJFT1206P401D	977.00	117
12	MJFT1212P401	MJFT1212P401D	1,012.00	198
16 x 6	MJFT1606P401	MJFT1606P401D	1,707.00	224

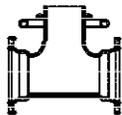
**C153 MJ TAPPED TEE**



4 x 2	MJT0404TP401	MJT0404TP401D	259.00	23
6 x 2	MJT0606TP401	MJT0606TP401D	320.00	37
8 x 2	MJT0808TP401	MJT0808TP401D	444.00	53

The standard tap size is 2" NPT. For other sizes, please contact Star® Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.

**C153 MJ HYDRANT TEE**



6 x 6	MJTH0606P401	MJTH0606P401D	582.00	68
8 x 6	MJTH0806P401	MJTH0806P401D	727.00	92
10 x 6	MJTH1006P401	MJTH1006P401D	799.00	109
12 x 6	MJTH1206P401	MJTH1206P401D	808.00	113
16 x 6	MJTH1606P401	MJTH1606P401D	1,399.00	233
18 x 6	MJTH1806P401	MJTH1806P401D	3,269.00	278
24 x 6	MJTH2406P401	MJTH2406P401D	4,269.00	458

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-999-3309 (FAX) 281-555-9000  
www.starpipe.com/starpipe

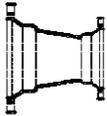
**C153 DI Mechanical Joint Fittings**  
Lined with Protecto 401

Price List  
**MJ COMPACT - PROTECTO 401 LINED**

UPL09.02

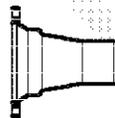
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
---------------	------------------------	--------------------	---------------------------	---------------

**C153 MJ REDUCER**



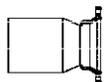
6 x 4	MJRO604P401	MJRO604P401 D	157.00	29
8 x 4	MJRO804P401	MJRO804P401 D	213.00	35
8 x 6	MJRO806P401	MJRO806P401 D	231.00	40
10 x 4	MJR1004P401	MJR1004P401 D	251.00	48
10 x 6	MJR1006P401	MJR1006P401 D	278.00	49
10 x 8	MJR1008P401	MJR1008P401 D	310.00	51
12 x 4	MJR1204P401	MJR1204P401 D	299.00	67
12 x 6	MJR1206P401	MJR1206P401 D	370.00	64
12 x 8	MJR1208P401	MJR1208P401 D	408.00	64
12 x 10	MJR1210P401	MJR1210P401 D	442.00	65
16 x 8	MJR1608P401	MJR1608P401 D	787.00	128
16 x 12	MJR1612P401	MJR1612P401 D	959.00	120
18 x 12	MJR1812P401	MJR1812P401 D	1,687.00	174
18 x 16	MJR1816P401	MJR1816P401 D	1,667.00	196
20 x 12	MJR2012P401	MJR2012P401 D	1,900.00	209
20 x 16	MJR2016P401	MJR2016P401 D	2,232.00	211
24 x 12	MJR2412P401	MJR2412P401 D	2,607.00	287
24 x 16	MJR2416P401	MJR2416P401 D	2,919.00	307
24 x 20	MJR2420P401	MJR2420P401 D	3,126.00	315
30 x 16	MJR3016P401	MJR3016P401 D	POA	475
30 x 18	MJR3018P401	MJR3018P401 D	POA	495
30 x 20	MJR3020P401	MJR3020P401 D	POA	701
30 x 24	MJR3024P401	MJR3024P401 D	POA	605
36 x 20	MJR3620P401	MJR3620P401 D	POA	725
36 x 24	MJR3624P401	MJR3624P401 D	POA	1071
36 x 30	MJR3630P401	MJR3630P401 D	POA	871

**C153 MJ LEB REDUCER**



8 x 6	MJRL0806P401	MJRL0806P401 D	176.00	39
18 x 12	MJRL1812P401	MJRL1812P401 D	1,701.00	185
18 x 16	MJRL1816P401	MJRL1816P401 D	1,824.00	170
20 x 12	MJRL2012P401	MJRL2012P401 D	1,922.00	210
20 x 16	MJRL2016P401	MJRL2016P401 D	2,053.00	238
24 x 12	MJRL2412P401	MJRL2412P401 D	2,641.00	295
24 x 16	MJRL2416P401	MJRL2416P401 D	3,056.00	290
24 x 20	MJRL2420P401	MJRL2420P401 D	3,117.00	271

**C153 MJ SEB REDUCER**



6 x 4	MJRS0604P401	MJRS0604P401 D	113.00	24
8 x 6	MJRS0806P401	MJRS0806P401 D	175.00	37
12 x 8	MJRS1208P401	MJRS1208P401 D	300.00	62
18 x 12	MJRS1812P401	MJRS1812P401 D	1,687.00	150
18 x 16	MJRS1816P401	MJRS1816P401 D	2,043.00	160
20 x 12	MJRS2012P401	MJRS2012P401 D	1,877.00	208
20 x 16	MJRS2016P401	MJRS2016P401 D	2,018.00	215
24 x 12	MJRS2412P401	MJRS2412P401 D	2,575.00	275
24 x 16	MJRS2416P401	MJRS2416P401 D	2,978.00	290
24 x 20	MJRS2420P401	MJRS2420P401 D	3,312.00	275

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

STEEL PIPE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-999-3309 (FAX) 281-555-9600  
www.mcp.com/usa/usa001.htm

**C153 DI Mechanical Joint Fittings**  
Lined with Protecto 401

Price List  
**MJ COMPACT - PROTECTO 401 LINED**

UPL09.02

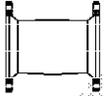
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
---------------	------------------------	--------------------	---------------------------	---------------

**C153 MJ SHORT SLEEVE**



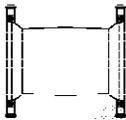
4	MJSS04P401	MJSS04P401D	125.00	17
6	MJSS06P401	MJSS06P401D	161.00	29
8	MJSS08P401	MJSS08P401D	189.00	38
10	MJSS10P401	MJSS10P401D	245.00	49
12	MJSS12P401	MJSS12P401D	256.00	60

**C153 MJ LONG SLEEVE**



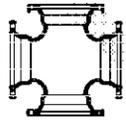
4	MJSL04P401	MJSL04P401D	148.00	24
6	MJSL06P401	MJSL06P401D	220.00	40
8	MJSL08P401	MJSL08P401D	272.00	54
10	MJSL10P401	MJSL10P401D	346.00	71
12	MJSL12P401	MJSL12P401D	433.00	84
14	MJSL14P401	MJSL14P401D	848.00	131
16	MJSL16P401	MJSL16P401D	1,005.00	163
18	MJSL18P401	MJSL18P401D	1,723.00	207
20	MJSL20P401	MJSL20P401D	1,816.00	251
24	MJSL24P401	MJSL24P401D	2,493.00	322
30	MJSL30P401	MJSL30P401D	POA	761
36	MJSL36P401	MJSL36P401D	POA	1007

**C153 DUAL PURPOSE SLEEVE**



4 x 12	MJSDP04AP401	MJSDP04AP401D	673.00	23
6 x 12	MJSDP06AP401	MJSDP06AP401D	736.00	49
8 x 12	MJSDP08AP401	MJSDP08AP401D	1,042.00	65

**C153 MJ CROSS**



4	MJX0404P401	MJX0404P401D	281.00	45
6 x 4	MJX0604P401	MJX0604P401D	325.00	62
6	MJX0606P401	MJX0606P401D	414.00	87
8 x 4	MJX0804P401	MJX0804P401D	413.00	84
8 x 6	MJX0806P401	MJX0806P401D	545.00	103
8	MJX0808P401	MJX0808P401D	607.00	120
10 x 6	MJX1006P401	MJX1006P401D	571.00	121
10	MJX1010P401	MJX1010P401D	903.00	150
12 x 6	MJX1206P401	MJX1206P401D	894.00	129
12 x 8	MJX1208P401	MJX1208P401D	941.00	163
12	MJX1212P401	MJX1212P401D	1,173.00	195
14	MJX1414P401	MJX1414P401D	2,253.00	344
16 x 6	MJX1606P401	MJX1606P401D	2,356.00	246
18 x 8	MJX1808P401	MJX1808P401D	2,131.00	261
16 x 10	MJX1610P401	MJX1610P401D	2,147.00	296
16 x 12	MJX1612P401	MJX1612P401D	2,312.00	310
16	MJX1616P401	MJX1616P401D	2,699.00	410

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

STEEL PIPE PRODUCTS  
MCWANE CORPORATE (TOLL FREE) 800 899 3309 (FAX) 251 555 9000  
www.mcp.com/usa/c153

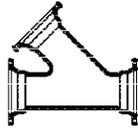
**S** C153 DI Mechanical Joint Fittings  
Lined with Protecto 401

Price List  
**MJ COMPACT - PROTECTO 401 LINED**

UPL09.02

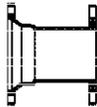
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
---------------	------------------------	--------------------	---------------------------	---------------

**C153 MJ LATERAL**



4	MJL0404P401	MJL0404P401D	382.00	45
6 x 4	MJL0604P401	MJL0604P401D	377.00	66
6	MJL0606P401	MJL0606P401D	455.00	91
8 x 4	MJL0804P401	MJL0804P401D	515.00	93
8 x 6	MJL0806P401	MJL0806P401D	525.00	116
8	MJL0808P401	MJL0808P401D	631.00	130
10 x 4	MJL1004P401	MJL1004P401D	1,007.00	114
10 x 6	MJL1006P401	MJL1006P401D	968.00	141
10 x 8	MJL1008P401	MJL1008P401D	1,005.00	170
10	MJL1010P401	MJL1010P401D	1,042.00	189
12 x 6	MJL1206P401	MJL1206P401D	1,346.00	174
12 x 8	MJL1208P401	MJL1208P401D	1,412.00	162
12 x 10	MJL1210P401	MJL1210P401D	1,626.00	187
12	MJL1212P401	MJL1212P401D	1,633.00	248
14	MJL1414P401	MJL1414P401D	2,255.00	344
16 x 6	MJL1606P401	MJL1606P401D	2,797.00	300
16 x 8	MJL1608P401	MJL1608P401D	2,949.00	350
16	MJL1616P401	MJL1616P401D	4,159.00	635

**C153 MJXFLG ADAPTER**



4	MJFA04P401	MJFA04P401D	236.00	26
6	MJFA06P401	MJFA06P401D	301.00	36
8	MJFA08P401	MJFA08P401D	377.00	52
10	MJFA10P401	MJFA10P401D	440.00	76
12	MJFA12P401	MJFA12P401D	451.00	88

**C153 MJ CAP**



4	MJC04P401	MJC04P401D	59.00	10
6	MJC06P401	MJC06P401D	92.00	19
8	MJC08P401	MJC08P401D	139.00	27
10	MJC10P401	MJC10P401D	193.00	36
12	MJC12P401	MJC12P401D	233.00	45
14	MJC14P401	MJC14P401D	491.00	85
16	MJC16P401	MJC16P401D	606.00	93
18	MJC18P401	MJC18P401D	899.00	122
20	MJC20P401	MJC20P401D	908.00	162
24	MJC24P401	MJC24P401D	1,276.00	202
30	MJC30P401	MJC30P401D	POA	345
36	MJC36P401	MJC36P401D	POA	853

**C153 MJ TAPPED CAP**



4 x 2	MJC04TP401	MJC04TP401D	106.00	10
6 x 2	MJC06TP401	MJC06TP401D	148.00	19
8 x 2	MJC08TP401	MJC08TP401D	192.00	27
10 x 2	MJC10TP401	MJC10TP401D	233.00	36
12 x 2	MJC12TP401	MJC12TP401D	287.00	45
14 x 2	MJC14TP401	MJC14TP401D	607.00	85

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-899-3309 | FAX 281-555-9600  
www.star-pipe.com | star@star-pipe.com

**S** C153 DI Mechanical Joint Fittings  
Lined with Protecto 401

Price List  
**MJ COMPACT - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
16 x 2	MJC16TP401	MJC16TP401 D	655.00	93
18 x 2	MJC18TP401	MJC18TP401 D	1,021.00	122
20 x 2	MJC20TP401	MJC20TP401 D	1,079.00	167
24 x 2	MJC24TP401	MJC24TP401 D	1,445.00	202
30 x 2	MJC30TP401	MJC30TP401 D	POA	345
36 x 2	MJC36TP401	MJC36TP401 D	POA	853

The standard tap size is 2" NPT. For other sizes, please contact Star® Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.

**C153 MJ PLUG**



4	MJP04P401	MJP04P401 D	59.00	9
6	MJP06P401	MJP06P401 D	100.00	21
8	MJP08P401	MJP08P401 D	138.00	29
10	MJP10P401	MJP10P401 D	197.00	42
12	MJP12P401	MJP12P401 D	251.00	57
14	MJP14P401	MJP14P401 D	302.00	76
16	MJP16P401	MJP16P401 D	647.00	104
18	MJP18P401	MJP18P401 D	1,005.00	164
20	MJP20P401	MJP20P401 D	1,027.00	153
24	MJP24P401	MJP24P401 D	1,543.00	202
30	MJP30P401	MJP30P401 D	POA	548
36	MJP36P401	MJP36P401 D	POA	884

**C153 MJ TAPPED PLUG**



4 x 2	MJP04TP401	MJP04TP401 D	105.00	9
6 x 2	MJP06TP401	MJP06TP401 D	150.00	21
8 x 2	MJP08TP401	MJP08TP401 D	180.00	29
10 x 2	MJP10TP401	MJP10TP401 D	236.00	42
12 x 2	MJP12TP401	MJP12TP401 D	292.00	57
14 x 2	MJP14TP401	MJP14TP401 D	534.00	76
16 x 2	MJP16TP401	MJP16TP401 D	681.00	100
18 x 2	MJP18TP401	MJP18TP401 D	1,104.00	164
20 x 2	MJP20TP401	MJP20TP401 D	1,400.00	153
24 x 2	MJP24TP401	MJP24TP401 D	1,751.00	202

The standard tap size is 2" NPT. For other sizes, please contact Star® Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-899-3309 | FAX 281-555-9620  
www.starpipe.com | star@starpipe.com



PROTECTO 401 LINED

# C110 DI FLANGED FITTINGS

**ANSI/AWWA C110/A21.10**

version: **UPL.09.02**

EFFECTIVE: MAY 12, 2009

(SUPERSEDES ALL PREVIOUS PRICING)

**WEST COAST (U.S.)**

Toll Free: (877) 701-7827

Fax: (951) 898-9561

**CENTRAL (U.S.)**

Toll Free: (800) 999-3009

Fax: (281) 558-9000

**EAST COAST (U.S.)**

Toll Free: (888) 941-7827

Fax: (904) 714-2839

**CAMBRIDGE (CANADA)**

Toll Free: (888) 893-7827

Fax: (519) 650-1553

**LAVAL (CANADA)**

Toll Free: (877) 477-7116

Fax: (450) 681-3807



McWane Products  
4018 McWane Parkway  
Houston, Texas 77067  
[www.mwane.com/usa/index.html](http://www.mwane.com/usa/index.html)

McWane Products (Canada)  
2011 27th Street, Red Deer  
Alberta T4N 1Z8, Canada  
Tel: (403) 271-8000 Fax:

Confidential

McWane-018253

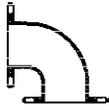
CX 2359-131

**S** C110 DI Flanged Full Body Fittings  
Lined with Protecto 401

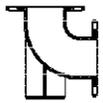
Price List  
**FLANGED - PROTECTO 401 LINED**

UPL09.02

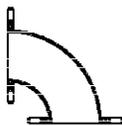
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
<b>FLANGE 90 BEND DI</b>				
4	FBD9004P401	FBD9004P401D	224.00	45
6	FBD9006P401	FBD9006P401D	330.00	65
8	FBD9008P401	FBD9008P401D	460.00	105
10	FBD9010P401	FBD9010P401D	813.00	165
12	FBD9012P401	FBD9012P401D	1,072.00	235
14	FBD9014P401	FBD9014P401D	1,826.00	290
16	FBD9016P401	FBD9016P401D	2,438.00	370
18	FBD9018P401	FBD9018P401D	3,715.00	450
20	FBD9020P401	FBD9020P401D	4,762.00	580
24	FBD9024P401	FBD9024P401D	7,394.00	900
30	FBD9030P401	FBD9030P401D	POA	1430
36	FBD9036P401	FBD9036P401D	POA	2135
42	FBD9042P401	FBD9042P401D	POA	3055
48	FBD9048P401	FBD9048P401D	POA	4090



Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
<b>FLANGE 90 BASE BEND DI</b>				
4	FBBD9004P401	FBBD9004P401D	164.00	55
6	FBBD9006P401	FBBD9006P401D	603.00	85
8	FBBD9008P401	FBBD9008P401D	743.00	145
10	FBBD9010P401	FBBD9010P401D	1,044.00	210
12	FBBD9012P401	FBBD9012P401D	1,456.00	300
14	FBBD9014P401	FBBD9014P401D	2,005.00	360
16	FBBD9016P401	FBBD9016P401D	2,738.00	445
18	FBBD9018P401	FBBD9018P401D	3,916.00	565
20	FBBD9020P401	FBBD9020P401D	4,916.00	700
24	FBBD9024P401	FBBD9024P401D	7,251.00	1030
30	FBBD9030P401	FBBD9030P401D	POA	1625
36	FBBD9036P401	FBBD9036P401D	POA	2385
42	FBBD9042P401	FBBD9042P401D	POA	3465
48	FBBD9048P401	FBBD9048P401D	POA	4610
54	FBBD9054P401	FBBD9054P401D	POA	4790
60	FBBD9060P401	FBBD9060P401D	POA	5775
64	FBBD9064P401	FBBD9064P401D	POA	7845



Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
<b>FLG LONG RADIUS 90 BEND DI</b>				
4	FBLRD9004P401	FBLRD9004P401D	342.00	50
6	FBLRD9006P401	FBLRD9006P401D	445.00	80
8	FBLRD9008P401	FBLRD9008P401D	688.00	140
10	FBLRD9010P401	FBLRD9010P401D	1,029.00	215
12	FBLRD9012P401	FBLRD9012P401D	1,568.00	325
14	FBLRD9014P401	FBLRD9014P401D	2,647.00	385
16	FBLRD9016P401	FBLRD9016P401D	3,129.00	505
18	FBLRD9018P401	FBLRD9018P401D	6,761.00	630
20	FBLRD9020P401	FBLRD9020P401D	8,318.00	810
24	FBLRD9024P401	FBLRD9024P401D	12,527.00	1240
30	FBLRD9030P401	FBLRD9030P401D	POA	2105
36	FBLRD9036P401	FBLRD9036P401D	POA	3285
42	FBLRD9042P401	FBLRD9042P401D	POA	4865
48	FBLRD9048P401	FBLRD9048P401D	POA	7280



[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEARNS PRODUCTS

STEARN'S PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-899-3309 FAX 281-555-9000  
www.stearns-products.com

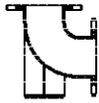
**S** C110 DI Flanged Full Body Fittings  
Lined with Protecto 401

Price List  
**FLANGED - PROTECTO 401 LINED**

UPL09.02

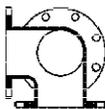
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
---------------	------------------------	--------------------	---------------------------	---------------

**FLG LONG RADIUS BASE 90 BEND DI**



4	FBBLRD9004P401	FBBLRD9004P401D	564.00	65
6	FBBLRD9006P401	FBBLRD9006P401D	786.00	110
8	FBBLRD9008P401	FBBLRD9008P401D	1,417.00	195
10	FBBLRD9010P401	FBBLRD9010P401D	1,833.00	280
12	FBBLRD9012P401	FBBLRD9012P401D	2,521.00	420
14	FBBLRD9014P401	FBBLRD9014P401D	4,520.00	490
16	FBBLRD9016P401	FBBLRD9016P401D	4,499.00	615
18	FBBLRD9018P401	FBBLRD9018P401D	6,471.00	800
20	FBBLRD9020P401	FBBLRD9020P401D	8,101.00	985
24	FBBLRD9024P401	FBBLRD9024P401D	11,910.00	1,430
30	FBBLRD9030P401	FBBLRD9030P401D	POA	2400
36	FBBLRD9036P401	FBBLRD9036P401D	POA	3680
42	FBBLRD9042P401	FBBLRD9042P401D	POA	5515

**FLG SIDE OUTLET 90 BEND DI**



4	FBSOD9004P401	FBSOD9004P401D	1,039.00	60
6	FBSOD9006P401	FBSOD9006P401D	1,528.00	96
8	FBSOD9008P401	FBSOD9008P401D	2,292.00	150
10	FBSOD9010P401	FBSOD9010P401D	3,317.00	235
12	FBSOD9012P401	FBSOD9012P401D	4,189.00	335
14	FBSOD9014P401	FBSOD9014P401D	4,524.00	405
18	FBSOD9018P401	FBSOD9018P401D	7,664.00	580
20	FBSOD9020P401	FBSOD9020P401D	10,520.00	740
24	FBSOD9024P401	FBSOD9024P401D	16,383.00	1,145

**FLANGE 45 BEND DI**



4	FBD4504P401	FBD4504P401D	225.00	40
6	FBD4506P401	FBD4506P401D	323.00	55
8	FBD4508P401	FBD4508P401D	431.00	90
10	FBD4510P401	FBD4510P401D	763.00	130
12	FBD4512P401	FBD4512P401D	1,018.00	195
14	FBD4514P401	FBD4514P401D	1,803.00	220
16	FBD4516P401	FBD4516P401D	2,419.00	280
18	FBD4518P401	FBD4518P401D	2,769.00	325
20	FBD4520P401	FBD4520P401D	3,464.00	430
24	FBD4524P401	FBD4524P401D	5,025.00	630
30	FBD4530P401	FBD4530P401D	POA	1,120
36	FBD4536P401	FBD4536P401D	POA	1,755
42	FBD4542P401	FBD4542P401D	POA	2,600
48	FBD4548P401	FBD4548P401D	POA	3,575

**FLANGE 22 1/2 BEND DI**



4	FBD2204P401	FBD2204P401D	253.00	40
6	FBD2206P401	FBD2206P401D	320.00	55
8	FBD2208P401	FBD2208P401D	428.00	90
10	FBD2210P401	FBD2210P401D	748.00	135

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAMPING PRODUCTS

STAMPING PRODUCTS  
HOUSTON CORPORATE (TEL: 281-899-3309) (FAX: 281-553-9000)  
www.sipac.com/usa/protecto

**S** C110 DI Flanged Full Body Fittings  
Lined with Protecto 401

Price List  
**FLANGED - PROTECTO 401 LINED**

UPL09.02

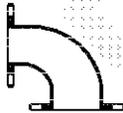
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
12	FBD2212P401	FBD2212P401D	1,093.00	205
14	FBD2214P401	FBD2214P401D	1,813.00	225
16	FBD2216P401	FBD2216P401D	2,508.00	285
18	FBD2218P401	FBD2218P401D	2,660.00	335
20	FBD2220P401	FBD2220P401D	3,328.00	435
24	FBD2224P401	FBD2224P401D	4,880.00	640
30	FBD2230P401	FBD2230P401D	POA	1135
36	FBD2236P401	FBD2236P401D	POA	1755
42	FBD2242P401	FBD2242P401D	POA	2665
48	FBD2248P401	FBD2248P401D	POA	3665

**FLANGE 11 1/4 BEND DI**



4	FBD1104P401	FBD1104P401D	253.00	40
6	FBD1106P401	FBD1106P401D	324.00	55
8	FBD1108P401	FBD1108P401D	456.00	90
10	FBD1110P401	FBD1110P401D	787.00	135
12	FBD1112P401	FBD1112P401D	1,093.00	205
14	FBD1114P401	FBD1114P401D	1,865.00	225
16	FBD1116P401	FBD1116P401D	2,444.00	285
18	FBD1118P401	FBD1118P401D	2,687.00	335
20	FBD1120P401	FBD1120P401D	3,364.00	435
24	FBD1124P401	FBD1124P401D	5,012.00	640
30	FBD1130P401	FBD1130P401D	POA	1135
36	FBD1136P401	FBD1136P401D	POA	1755
42	FBD1142P401	FBD1142P401D	POA	2680
48	FBD1148P401	FBD1148P401D	POA	3690

**FLANGE REDUCING 90 BEND DI**



6 x 4	FBRD900604P401	FBRD900604P401D	395.00	55
8 x 4	FBRD900804P401	FBRD900804P401D	536.00	75
8 x 6	FBRD900806P401	FBRD900806P401D	538.00	85
10 x 4	FBRD901004P401	FBRD901004P401D	1,010.00	110
10 x 6	FBRD901006P401	FBRD901006P401D	1,034.00	135
10 x 8	FBRD901008P401	FBRD901008P401D	1,046.00	150
12 x 4	FBRD901204P401	FBRD901204P401D	1,589.00	140
12 x 6	FBRD901206P401	FBRD901206P401D	1,608.00	160
12 x 8	FBRD901208P401	FBRD901208P401D	1,760.00	180
12 x 10	FBRD901210P401	FBRD901210P401D	1,789.00	200
14 x 6	FBRD901406P401	FBRD901406P401D	3,397.00	190
14 x 8	FBRD901408P401	FBRD901408P401D	3,535.00	215
14 x 10	FBRD901410P401	FBRD901410P401D	4,080.00	240
14 x 12	FBRD901412P401	FBRD901412P401D	4,630.00	270
16 x 6	FBRD901606P401	FBRD901606P401D	3,974.00	220
16 x 8	FBRD901608P401	FBRD901608P401D	4,224.00	240
16 x 10	FBRD901610P401	FBRD901610P401D	4,752.00	280
16 x 12	FBRD901612P401	FBRD901612P401D	5,281.00	310
16 x 14	FBRD901614P401	FBRD901614P401D	5,807.00	335
18 x 6	FBRD901806P401	FBRD901806P401D	4,454.00	260

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-999-3309 | FAX 281-555-9000  
www.star-pipe.com | star@star-pipe.com

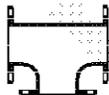
**S** C110 DI Flanged Full Body Fittings  
Lined with Protecto 401

Price List  
**FLANGED - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
18 x 8	FBRD901808P401	FBRD901808P401D	4,752.00	330
18 x 10	FBRD901810P401	FBRD901810P401D	5,246.00	330
18 x 12	FBRD901812P401	FBRD901812P401D	5,883.00	350
18 x 14	FBRD901814P401	FBRD901814P401D	6,392.00	385
18 x 16	FBRD901816P401	FBRD901816P401D	7,155.00	420
20 x 6	FBRD902006P401	FBRD902006P401D	5,247.00	320
20 x 8	FBRD902008P401	FBRD902008P401D	5,778.00	345
20 x 10	FBRD902010P401	FBRD902010P401D	6,577.00	385
20 x 12	FBRD902012P401	FBRD902012P401D	6,828.00	415
20 x 14	FBRD902014P401	FBRD902014P401D	7,452.00	455
20 x 16	FBRD902016P401	FBRD902016P401D	8,329.00	495
20 x 18	FBRD902018P401	FBRD902018P401D	8,831.00	525
24 x 6	FBRD902406P401	FBRD902406P401D	8,347.00	480
24 x 8	FBRD902408P401	FBRD902408P401D	8,427.00	505
24 x 10	FBRD902410P401	FBRD902410P401D	9,148.00	545
24 x 12	FBRD902412P401	FBRD902412P401D	9,641.00	575
24 x 14	FBRD902414P401	FBRD902414P401D	10,518.00	635
24 x 16	FBRD902416P401	FBRD902416P401D	11,396.00	685
24 x 18	FBRD902418P401	FBRD902418P401D	11,772.00	930
24 x 20	FBRD902420P401	FBRD902420P401D	12,283.00	1010
30 x 12	FBRD903012P401	FBRD903012P401D	POA	840
30 x 14	FBRD903014P401	FBRD903014P401D	POA	880
30 x 16	FBRD903016P401	FBRD903016P401D	POA	900
30 x 18	FBRD903018P401	FBRD903018P401D	POA	980
30 x 24	FBRD903024P401	FBRD903024P401D	POA	1165
36 x 12	FBRD903612P401	FBRD903612P401D	POA	1195
36 x 14	FBRD903614P401	FBRD903614P401D	POA	1215
36 x 16	FBRD903616P401	FBRD903616P401D	POA	1255
36 x 18	FBRD903618P401	FBRD903618P401D	POA	1295
36 x 20	FBRD903620P401	FBRD903620P401D	POA	1360
36 x 24	FBRD903624P401	FBRD903624P401D	POA	1520
36 x 30	FBRD903630P401	FBRD903630P401D	POA	1785
42 x 14	FBRD904214P401	FBRD904214P401D	POA	1675
42 x 16	FBRD904216P401	FBRD904216P401D	POA	1715
42 x 18	FBRD904218P401	FBRD904218P401D	POA	1755
42 x 20	FBRD904220P401	FBRD904220P401D	POA	1895
42 x 24	FBRD904224P401	FBRD904224P401D	POA	1980
42 x 30	FBRD904230P401	FBRD904230P401D	POA	2345
42 x 36	FBRD904236P401	FBRD904236P401D	POA	3390
48 x 30	FBRD904830P401	FBRD904830P401D	POA	3660
48 x 36	FBRD904836P401	FBRD904836P401D	POA	3255
48 x 42	FBRD904842P401	FBRD904842P401D	POA	4685

**FLANGE TEE DI**



4	FTD0404P401	FTD0404P401D	336.00	65
6 x 4	FTD0604P401	FTD0604P401D	439.00	90
6	FTD0606P401	FTD0606P401D	432.00	95
8 x 4	FTD0804P401	FTD0804P401D	678.00	140

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

HOUSTON CORPORATE (TOLL FREE) 832-999-3309 | FAX 281-553-9200  
www.spp.com | www.hcpc.com

**C110 DI Flanged Full Body Fittings**  
**Lined with Protecto 401**

**Price List**  
**FLANGED - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
8 x 6	FTD0806P401	FTD0806P401D	665.00	145
8	FTD0808P401	FTD0808P401D	672.00	155
10 x 4	FTD1004P401	FTD1004P401D	1,101.00	205
10 x 6	FTD1006P401	FTD1006P401D	1,056.00	215
10 x 8	FTD1008P401	FTD1008P401D	1,060.00	225
10	FTD1010P401	FTD1010P401D	1,061.00	270
12 x 4	FTD1204P401	FTD1204P401D	1,594.00	290
12 x 6	FTD1206P401	FTD1206P401D	1,473.00	295
12 x 8	FTD1208P401	FTD1208P401D	1,477.00	310
12 x 10	FTD1210P401	FTD1210P401D	1,581.00	360
12	FTD1212P401	FTD1212P401D	1,486.00	385
14 x 4	FTD1404P401	FTD1404P401D	3,173.00	365
14 x 6	FTD1406P401	FTD1406P401D	3,007.00	375
14 x 8	FTD1408P401	FTD1408P401D	3,021.00	390
14 x 10	FTD1410P401	FTD1410P401D	3,040.00	400
14 x 12	FTD1412P401	FTD1412P401D	3,102.00	425
14	FTD1414P401	FTD1414P401D	2,789.00	435
16 x 4	FTD1604P401	FTD1604P401D	3,611.00	445
16 x 6	FTD1606P401	FTD1606P401D	4,030.00	465
16 x 8	FTD1608P401	FTD1608P401D	4,038.00	475
16 x 10	FTD1610P401	FTD1610P401D	4,040.00	495
16 x 12	FTD1612P401	FTD1612P401D	4,045.00	520
16 x 14	FTD1614P401	FTD1614P401D	4,161.00	530
16	FTD1616P401	FTD1616P401D	3,921.00	550
18 x 6	FTD1806P401	FTD1806P401D	4,032.00	480
18 x 8	FTD1808P401	FTD1808P401D	4,057.00	495
18 x 10	FTD1810P401	FTD1810P401D	4,171.00	510
18 x 12	FTD1812P401	FTD1812P401D	4,321.00	535
18 x 14	FTD1814P401	FTD1814P401D	5,284.00	630
18 x 16	FTD1816P401	FTD1816P401D	5,422.00	650
18	FTD1818P401	FTD1818P401D	5,405.00	665
20 x 6	FTD2006P401	FTD2006P401D	4,863.00	610
20 x 8	FTD2008P401	FTD2008P401D	4,931.00	620
20 x 10	FTD2010P401	FTD2010P401D	5,046.00	635
20 x 12	FTD2012P401	FTD2012P401D	5,162.00	660
20 x 14	FTD2014P401	FTD2014P401D	5,285.00	665
20 x 16	FTD2016P401	FTD2016P401D	6,527.00	810
20 x 18	FTD2018P401	FTD2018P401D	6,292.00	820
20	FTD2020P401	FTD2020P401D	6,655.00	855
24 x 6	FTD2406P401	FTD2406P401D	6,870.00	845
24 x 8	FTD2408P401	FTD2408P401D	6,934.00	860
24 x 10	FTD2410P401	FTD2410P401D	7,007.00	880
24 x 12	FTD2412P401	FTD2412P401D	6,879.00	890
24 x 14	FTD2414P401	FTD2414P401D	7,208.00	900
24 x 16	FTD2416P401	FTD2416P401D	7,353.00	915
24 x 18	FTD2418P401	FTD2418P401D	10,104.00	1220
24 x 20	FTD2420P401	FTD2420P401D	10,364.00	1255
24	FTD2424P401	FTD2424P401D	10,624.00	1330

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAMPING PRODUCTS

STAMPING PRODUCTS  
 HOUSTON CORPORATE (TOLL FREE) 832-999-3309 | FAX 281-553-9000  
 www.stamp.com | www.sps.com

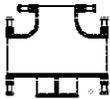
**S** C110 DI Flanged Full Body Fittings  
Lined with Protecto 401

Price List  
**FLANGED - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
30 x 6	FTD3006P401	FTD3006P401 D	POA	1460
30 x 8	FTD3008P401	FTD3008P401 D	POA	1475
30 x 10	FTD3010P401	FTD3010P401 D	POA	1480
30 x 12	FTD3012P401	FTD3012P401 D	POA	1490
30 x 14	FTD3014P401	FTD3014P401 D	POA	1490
30 x 16	FTD3016P401	FTD3016P401 D	POA	1505
30 x 20	FTD3020P401	FTD3020P401 D	POA	1540
30 x 24	FTD3024P401	FTD3024P401 D	POA	2025
30	FTD3030P401	FTD3030P401 D	POA	2150
36 x 8	FTD3608P401	FTD3608P401 D	POA	2170
36 x 10	FTD3610P401	FTD3610P401 D	POA	2170
36 x 12	FTD3612P401	FTD3612P401 D	POA	2170
36 x 14	FTD3614P401	FTD3614P401 D	POA	2175
36 x 16	FTD3616P401	FTD3616P401 D	POA	2185
36 x 18	FTD3618P401	FTD3618P401 D	POA	2190
36 x 20	FTD3620P401	FTD3620P401 D	POA	2210
36 x 24	FTD3624P401	FTD3624P401 D	POA	2255
36 x 30	FTD3630P401	FTD3630P401 D	POA	3000
36	FTD3636P401	FTD3636P401 D	POA	3160
42 x 12	FTD4212P401	FTD4212P401 D	POA	3165
42 x 14	FTD4214P401	FTD4214P401 D	POA	3170
42 x 16	FTD4216P401	FTD4216P401 D	POA	3180
42 x 18	FTD4218P401	FTD4218P401 D	POA	3185
42 x 20	FTD4220P401	FTD4220P401 D	POA	3205
42 x 24	FTD4224P401	FTD4224P401 D	POA	3245
42 x 30	FTD4230P401	FTD4230P401 D	POA	4125
42 x 36	FTD4236P401	FTD4236P401 D	POA	5360
42	FTD4242P401	FTD4242P401 D	POA	5580
48 x 12	FTD4812P401	FTD4812P401 D	POA	4315
48 x 14	FTD4814P401	FTD4814P401 D	POA	4320
48 x 16	FTD4816P401	FTD4816P401 D	POA	4330
48 x 18	FTD4818P401	FTD4818P401 D	POA	4330
48 x 20	FTD4820P401	FTD4820P401 D	POA	4550
48 x 24	FTD4824P401	FTD4824P401 D	POA	4720
48 x 30	FTD4830P401	FTD4830P401 D	POA	4790
48 x 36	FTD4836P401	FTD4836P401 D	POA	5890
48 x 42	FTD4842P401	FTD4842P401 D	POA	7530
48	FTD4848P401	FTD4848P401 D	POA	7720

**FLANGE BASE TEE DI**



4	FBTD04P401	FBTD04P401 D	898.00	75
6	FBTD06P401	FBTD06P401 D	1,144.00	110
8	FBTD08P401	FBTD08P401 D	1,529.00	185
10	FBTD10P401	FBTD10P401 D	1,885.00	300
12	FBTD12P401	FBTD12P401 D	2,377.00	430
14	FBTD14P401	FBTD14P401 D	2,715.00	550
16	FBTD16P401	FBTD16P401 D	4,668.00	600
18	FBTD18P401	FBTD18P401 D	6,177.00	740

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF McWANE PRODUCTS

McWANE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 800-899-3309 (FAX) 281-555-9000  
www.mcp.com/usa/price-list

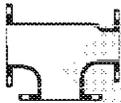
**S** C110 DI Flanged Full Body Fittings  
Lined with Protecto 401

Price List  
**FLANGED - PROTECTO 401 LINED**

UPL09.02

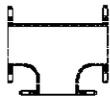
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
20	FBTD20P401	FBTD20P401 D	7,544.00	930
24	FBTD24P401	FBTD24P401 D	11,265.00	1410
30	FBTD30P401	FBTD30P401 D	POA	2270
36	FBTD36P401	FBTD36P401 D	POA	3320
42	FBTD42P401	FBTD42P401 D	POA	5850
48	FBTD48P401	FBTD48P401 D	POA	7720
54	FBTD54P401	FBTD54P401 D	POA	6495
60	FBTD60P401	FBTD60P401 D	POA	8675
64	FBTD64P401	FBTD64P401 D	POA	10840

**FLANGE REDUCING RUN TEE DI**



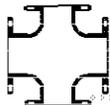
6 x 4 x 4	FTD060404P401	FTD060404P401 D	1,207.00	90
6 x 4 x 6	FTD060406P401	FTD060406P401 D	1,300.00	95
8 x 4 x 8	FTD080408P401	FTD080408P401 D	1,579.00	135
8 x 6 x 4	FTD080604P401	FTD080604P401 D	1,715.00	125
8 x 6 x 6	FTD080606P401	FTD080606P401 D	1,835.00	145
8 x 6 x 8	FTD080608P401	FTD080608P401 D	1,972.00	160
10 x 6 x 10	FTD100610P401	FTD100610P401 D	2,155.00	234
10 x 8 x 6	FTD100806P401	FTD100806P401 D	1,982.00	210
10 x 8 x 8	FTD100808P401	FTD100808P401 D	2,135.00	227
10 x 8 x 10	FTD100810P401	FTD100810P401 D	2,298.00	248
12 x 6 x 12	FTD120612P401	FTD120612P401 D	3,116.00	300
12 x 8 x 8	FTD120808P401	FTD120808P401 D	2,918.00	275
12 x 10 x 10	FTD121010P401	FTD121010P401 D	3,264.00	325
12 x 10 x 12	FTD121012P401	FTD121012P401 D	3,419.00	350
14 x 10 x 10	FTD141010P401	FTD141010P401 D	3,879.00	400
14 x 10 x 14	FTD141014P401	FTD141014P401 D	4,138.00	425
16 x 12 x 12	FTD161212P401	FTD161212P401 D	5,037.00	525
16 x 14 x 16	FTD161416P401	FTD161416P401 D	6,045.00	630
16 x 12 x 16	FTD161216P401	FTD161216P401 D	5,629.00	605

**FLANGE BULLHEAD TEE DI**



4 x 4 x 6	FTD040406P401	FTD040406P401 D	1,122.00	88
6 x 6 x 8	FTD060608P401	FTD060608P401 D	1,739.00	142
8 x 8 x 10	FTD080810P401	FTD080810P401 D	2,423.00	240
10 x 10 x 12	FTD101012P401	FTD101012P401 D	3,363.00	340
16 x 16 x 24	FTD161624P401	FTD161624P401 D	8,156.00	993

**FLANGE CROSS DI**



4	FXD0404P401	FXD0404P401 D	484.00	80
6 x 4	FXD0604P401	FXD0604P401 D	669.00	110
6	FXD0606P401	FXD0606P401 D	665.00	120
8 x 4	FXD0804P401	FXD0804P401 D	973.00	155
8 x 6	FXD0806P401	FXD0806P401 D	978.00	165
8	FXD0808P401	FXD0808P401 D	933.00	195
10 x 4	FXD1004P401	FXD1004P401 D	1,744.00	220
10 x 6	FXD1006P401	FXD1006P401 D	1,627.00	240

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAMPING PRODUCTS

STAMPING PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-999-3309 (FAX) 281-555-9000  
www.stamp.com/usa/usa.html

**C110 DI Flanged Full Body Fittings**  
**Lined with Protecto 401**

**Price List**  
**FLANGED - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
10 x 8	FXD1008P401	FXD1008P401D	1,617.00	265
10	FXD1010P401	FXD1010P401D	1,776.00	330
12 x 4	FXD1204P401	FXD1204P401D	2,411.00	310
12 x 6	FXD1206P401	FXD1206P401D	2,246.00	320
12 x 8	FXD1208P401	FXD1208P401D	2,169.00	345
12 x 10	FXD1210P401	FXD1210P401D	2,475.00	415
12	FXD1212P401	FXD1212P401D	2,417.00	460
14 x 6	FXD1406P401	FXD1406P401D	3,321.00	400
14 x 8	FXD1408P401	FXD1408P401D	3,354.00	425
14 x 10	FXD1410P401	FXD1410P401D	4,107.00	460
14 x 12	FXD1412P401	FXD1412P401D	3,516.00	505
14	FXD1414P401	FXD1414P401D	3,072.00	595
16 x 6	FXD1606P401	FXD1606P401D	4,364.00	490
16 x 8	FXD1608P401	FXD1608P401D	4,380.00	520
16 x 10	FXD1610P401	FXD1610P401D	4,393.00	539
16 x 12	FXD1612P401	FXD1612P401D	4,406.00	605
16 x 14	FXD1614P401	FXD1614P401D	5,223.00	620
16	FXD1616P401	FXD1616P401D	4,229.00	755
18 x 6	FXD1806P401	FXD1806P401D	4,179.00	490
18 x 8	FXD1808P401	FXD1808P401D	4,409.00	520
18 x 10	FXD1810P401	FXD1810P401D	4,604.00	560
18 x 12	FXD1812P401	FXD1812P401D	4,549.00	610
18 x 14	FXD1814P401	FXD1814P401D	5,837.00	720
18 x 16	FXD1816P401	FXD1816P401D	6,182.00	880
18	FXD1818P401	FXD1818P401D	6,222.00	915
20 x 6	FXD2006P401	FXD2006P401D	5,019.00	635
20 x 8	FXD2008P401	FXD2008P401D	5,243.00	665
20 x 10	FXD2010P401	FXD2010P401D	5,392.00	686
20 x 12	FXD2012P401	FXD2012P401D	5,892.00	735
20 x 14	FXD2014P401	FXD2014P401D	5,893.00	745
20 x 16	FXD2016P401	FXD2016P401D	7,575.00	915
20 x 18	FXD2018P401	FXD2018P401D	7,391.00	945
20	FXD2020P401	FXD2020P401D	7,862.00	1175
24 x 6	FXD2406P401	FXD2406P401D	6,858.00	875
24 x 8	FXD2408P401	FXD2408P401D	7,007.00	895
24 x 10	FXD2410P401	FXD2410P401D	7,265.00	930
24 x 12	FXD2412P401	FXD2412P401D	7,659.00	960
24 x 14	FXD2414P401	FXD2414P401D	7,894.00	975
24 x 16	FXD2416P401	FXD2416P401D	8,052.00	1010
24 x 18	FXD2418P401	FXD2418P401D	10,489.00	1365
24 x 20	FXD2420P401	FXD2420P401D	11,767.00	1695
24	FXD2424P401	FXD2424P401D	12,267.00	1850
30 x 12	FXD3012P401	FXD3012P401D	POA	1565
30 x 14	FXD3014P401	FXD3014P401D	POA	1570
30 x 16	FXD3016P401	FXD3016P401D	POA	1605
30 x 18	FXD3018P401	FXD3018P401D	POA	1615
30 x 20	FXD3020P401	FXD3020P401D	POA	1670
30 x 24	FXD3024P401	FXD3024P401D	POA	2695
30	FXD3030P401	FXD3030P401D	POA	2500

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

STEEL PIPE PRODUCTS  
 HOUSTON CORPORATE (TOLL FREE) 832-997-3309 | FAX 281-555-9200  
 www.spp.com | www.dia.com

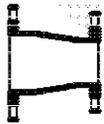
**C110 DI Flanged Full Body Fittings**  
**Lined with Protecto 401**

**Price List**  
**FLANGED - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
36 x 12	FXD3612P401	FXD3612P401D	POA	2240
36 x 14	FXD3614P401	FXD3614P401D	POA	2260
36 x 16	FXD3616P401	FXD3616P401D	POA	2270
36 x 18	FXD3618P401	FXD3618P401D	POA	2280
36 x 20	FXD3620P401	FXD3620P401D	POA	2325
36 x 24	FXD3624P401	FXD3624P401D	POA	2405
36 x 30	FXD3630P401	FXD3630P401D	POA	4025
36	FXD3636P401	FXD3636P401D	POA	3620
42 x 12	FXD4212P401	FXD4212P401D	POA	3240
42 x 14	FXD4214P401	FXD4214P401D	POA	3260
42 x 16	FXD4216P401	FXD4216P401D	POA	3270
42 x 18	FXD4218P401	FXD4218P401D	POA	3275
42 x 20	FXD4220P401	FXD4220P401D	POA	3320
42 x 24	FXD4224P401	FXD4224P401D	POA	3395
42 x 30	FXD4230P401	FXD4230P401D	POA	4375
42 x 36	FXD4236P401	FXD4236P401D	POA	5720
42	FXD4242P401	FXD4242P401D	POA	6155
48 x 12	FXD4812P401	FXD4812P401D	POA	4390
48 x 14	FXD4814P401	FXD4814P401D	POA	4385
48 x 16	FXD4816P401	FXD4816P401D	POA	4415
48 x 18	FXD4818P401	FXD4818P401D	POA	4420
48 x 20	FXD4820P401	FXD4820P401D	POA	4460
48 x 24	FXD4824P401	FXD4824P401D	POA	4535
48 x 30	FXD4830P401	FXD4830P401D	POA	4670
48 x 36	FXD4836P401	FXD4836P401D	POA	5880
48 x 42	FXD4842P401	FXD4842P401D	POA	7630
48	FXD4848P401	FXD4848P401D	POA	8005

**FLANGE CONCENTRIC REDUCER DI**



6 x 4	FRD0604P401	FRD0604P401D	380.00	35
8 x 4	FRD0804P401	FRD0804P401D	465.00	65
8 x 6	FRD0806P401	FRD0806P401D	469.00	75
10 x 4	FRD1004P401	FRD1004P401D	793.00	85
10 x 6	FRD1006P401	FRD1006P401D	795.00	90
10 x 8	FRD1008P401	FRD1008P401D	797.00	110
12 x 4	FRD1204P401	FRD1204P401D	1,156.00	120
12 x 6	FRD1206P401	FRD1206P401D	1,099.00	130
12 x 8	FRD1208P401	FRD1208P401D	1,193.00	145
12 x 10	FRD1210P401	FRD1210P401D	1,206.00	170
14 x 6	FRD1406P401	FRD1406P401D	2,106.00	155
14 x 8	FRD1408P401	FRD1408P401D	2,130.00	175
14 x 10	FRD1410P401	FRD1410P401D	2,132.00	190
14 x 12	FRD1412P401	FRD1412P401D	2,140.00	220
16 x 6	FRD1606P401	FRD1606P401D	2,677.00	190
16 x 8	FRD1608P401	FRD1608P401D	2,700.00	210
16 x 10	FRD1610P401	FRD1610P401D	2,708.00	235
16 x 12	FRD1612P401	FRD1612P401D	2,714.00	265
16 x 14	FRD1614P401	FRD1614P401D	2,770.00	280

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

MCWANE CORPORATE (TOLL FREE) 800-899-3309 (FAX) 251-555-9000  
 www.mcp.com www.mcp.com

**C110 DI Flanged Full Body Fittings**  
**Lined with Protecto 401**

Price List  
**FLANGED - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
18 x 6	FRD1806P401	FRD1806P401D	3,244.00	230
18 x 8	FRD1808P401	FRD1808P401D	3,417.00	240
18 x 10	FRD1810P401	FRD1810P401D	3,434.00	265
18 x 12	FRD1812P401	FRD1812P401D	3,436.00	295
18 x 14	FRD1814P401	FRD1814P401D	3,445.00	310
18 x 16	FRD1816P401	FRD1816P401D	3,429.00	340
20 x 6	FRD2006P401	FRD2006P401D	3,772.00	300
20 x 8	FRD2008P401	FRD2008P401D	3,910.00	305
20 x 10	FRD2010P401	FRD2010P401D	4,019.00	310
20 x 12	FRD2012P401	FRD2012P401D	4,020.00	345
20 x 14	FRD2014P401	FRD2014P401D	4,040.00	355
20 x 16	FRD2016P401	FRD2016P401D	4,042.00	390
20 x 18	FRD2018P401	FRD2018P401D	4,056.00	410
24 x 8	FRD2408P401	FRD2408P401D	5,378.00	460
24 x 10	FRD2410P401	FRD2410P401D	5,676.00	470
24 x 12	FRD2412P401	FRD2412P401D	5,945.00	480
24 x 14	FRD2414P401	FRD2414P401D	5,953.00	490
24 x 16	FRD2416P401	FRD2416P401D	5,767.00	525
24 x 18	FRD2418P401	FRD2418P401D	5,974.00	550
24 x 20	FRD2420P401	FRD2420P401D	5,966.00	590
30 x 16	FRD3016P401	FRD3016P401D	POA	780
30 x 18	FRD3018P401	FRD3018P401D	POA	810
30 x 20	FRD3020P401	FRD3020P401D	POA	870
30 x 24	FRD3024P401	FRD3024P401D	POA	970
36 x 20	FRD3620P401	FRD3620P401D	POA	1230
36 x 24	FRD3624P401	FRD3624P401D	POA	1345
36 x 30	FRD3630P401	FRD3630P401D	POA	1555
42 x 24	FRD4224P401	FRD4224P401D	POA	1870
42 x 30	FRD4230P401	FRD4230P401D	POA	2060
42 x 36	FRD4236P401	FRD4236P401D	POA	2345
48 x 30	FRD4830P401	FRD4830P401D	POA	2625
48 x 36	FRD4836P401	FRD4836P401D	POA	2950
48 x 42	FRD4842P401	FRD4842P401D	POA	3320
54 x 24	FRD5424P401	FRD5424P401D	POA	1595
54 x 30	FRD5430P401	FRD5430P401D	POA	1625
54 x 36	FRD5436P401	FRD5436P401D	POA	1680
54 x 42	FRD5442P401	FRD5442P401D	POA	1800
54 x 48	FRD5448P401	FRD5448P401D	POA	1695
60 x 36	FRD6036P401	FRD6036P401D	POA	2165
60 x 42	FRD6042P401	FRD6042P401D	POA	2190
60 x 48	FRD6048P401	FRD6048P401D	POA	2110
60 x 54	FRD6054P401	FRD6054P401D	POA	2055
64 x 36	FRD6436P401	FRD6436P401D	POA	2805
64 x 42	FRD6442P401	FRD6442P401D	POA	2870
64 x 48	FRD6448P401	FRD6448P401D	POA	2825
64 x 54	FRD6454P401	FRD6454P401D	POA	2695
64 x 60	FRD6460P401	FRD6460P401D	POA	2980

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

STEEL PIPE PRODUCTS  
 HOUSTON CORPORATE (TOLL FREE) 800-899-5009 (FAX) 281-555-9000  
 www.spp.com www.dia.com

**S** C110 DI Flanged Full Body Fittings  
Lined with Protecto 401

Price List  
**FLANGED - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
<b>FLANGE ECCENTRIC REDUCER DI</b>				
6 x 4	FERD0604P401	FERD0604P401D	422.00	45
8 x 4	FERD0804P401	FERD0804P401D	493.00	65
8 x 6	FERD0806P401	FERD0806P401D	505.00	75
10 x 4	FERD1004P401	FERD1004P401D	797.00	85
10 x 6	FERD1006P401	FERD1006P401D	797.00	90
10 x 8	FERD1008P401	FERD1008P401D	808.00	110
12 x 4	FERD1204P401	FERD1204P401D	1,278.00	120
12 x 6	FERD1206P401	FERD1206P401D	1,279.00	130
12 x 8	FERD1208P401	FERD1208P401D	1,288.00	145
12 x 10	FERD1210P401	FERD1210P401D	1,294.00	170
14 x 6	FERD1406P401	FERD1406P401D	2,333.00	155
14 x 8	FERD1408P401	FERD1408P401D	2,340.00	175
14 x 10	FERD1410P401	FERD1410P401D	2,436.00	190
14 x 12	FERD1412P401	FERD1412P401D	2,087.00	220
16 x 6	FERD1606P401	FERD1606P401D	2,766.00	190
16 x 8	FERD1608P401	FERD1608P401D	2,781.00	210
16 x 10	FERD1610P401	FERD1610P401D	2,798.00	235
16 x 12	FERD1612P401	FERD1612P401D	2,819.00	265
16 x 14	FERD1614P401	FERD1614P401D	2,836.00	280
18 x 8	FERD1808P401	FERD1808P401D	3,436.00	240
18 x 10	FERD1810P401	FERD1810P401D	3,451.00	265
18 x 12	FERD1812P401	FERD1812P401D	3,884.00	295
18 x 14	FERD1814P401	FERD1814P401D	3,893.00	310
18 x 16	FERD1816P401	FERD1816P401D	3,515.00	340
20 x 10	FERD2010P401	FERD2010P401D	4,039.00	310
20 x 12	FERD2012P401	FERD2012P401D	4,061.00	345
20 x 14	FERD2014P401	FERD2014P401D	4,562.00	355
20 x 16	FERD2016P401	FERD2016P401D	4,103.00	390
20 x 18	FERD2018P401	FERD2018P401D	4,165.00	410
24 x 10	FERD2410P401	FERD2410P401D	5,967.00	450
24 x 12	FERD2412P401	FERD2412P401D	5,991.00	480
24 x 14	FERD2414P401	FERD2414P401D	6,016.00	490
24 x 16	FERD2416P401	FERD2416P401D	6,039.00	525
24 x 18	FERD2418P401	FERD2418P401D	6,061.00	550
24 x 20	FERD2420P401	FERD2420P401D	6,097.00	590
30 x 16	FERD3016P401	FERD3016P401D	POA	780
30 x 18	FERD3018P401	FERD3018P401D	POA	810
30 x 20	FERD3020P401	FERD3020P401D	POA	870
30 x 24	FERD3024P401	FERD3024P401D	POA	970
36 x 18	FERD3618P401	FERD3618P401D	POA	1200
36 x 20	FERD3620P401	FERD3620P401D	POA	1230
36 x 24	FERD3624P401	FERD3624P401D	POA	1345
36 x 30	FERD3630P401	FERD3630P401D	POA	1555
42 x 20	FERD4220P401	FERD4220P401D	POA	1775
42 x 24	FERD4224P401	FERD4224P401D	POA	1810
42 x 30	FERD4230P401	FERD4230P401D	POA	2060



[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF McWANE PRODUCTS

McWANE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-899-3309 (FAX) 281-555-9000  
www.mcp.com www.mcwane.com

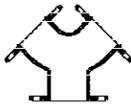
**S** C110 DI Flanged Full Body Fittings  
Lined with Protecto 401

Price List  
**FLANGED - PROTECTO 401 LINED**

UPL09.02

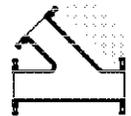
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
42 x 36	FERD4236P401	FERD4236P401 D	POA	2345
48 x 30	FERD4830P401	FERD4830P401 D	POA	2625
48 x 36	FERD4836P401	FERD4836P401 D	POA	2950
48 x 42	FERD4842P401	FERD4842P401 D	POA	3320
54 x 24	FERD5424P401	FERD5424P401 D	POA	1595
54 x 30	FERD5430P401	FERD5430P401 D	POA	1625
54 x 36	FERD5436P401	FERD5436P401 D	POA	1680
54 x 42	FERD5442P401	FERD5442P401 D	POA	3810
54 x 48	FERD5448P401	FERD5448P401 D	POA	1695
60 x 36	FERD6042P401	FERD6042P401 D	POA	2165
60 x 42	FERD6042P401	FERD6042P401 D	POA	2190
60 x 48	FERD6048P401	FERD6048P401 D	POA	2110
60 x 54	FERD6054P401	FERD6054P401 D	POA	2055
64 x 36	FERD6436P401	FERD6436P401 D	POA	2805
64 x 42	FERD6442P401	FERD6442P401 D	POA	2870
64 x 48	FERD6448P401	FERD6448P401 D	POA	2825
64 x 54	FERD6454P401	FERD6454P401 D	POA	2695
64 x 60	FERD6460P401	FERD6460P401 D	POA	2980

**FLANGED TRUE WYE DI**



4	FTYD0404P401	FTYD0404P401 D	1,149.00	55
6	FTYD0606P401	FTYD0606P401 D	1,513.00	85
8	FTYD0808P401	FTYD0808P401 D	2,153.00	140
10	FTYD1010P401	FTYD1010P401 D	3,035.00	185
12	FTYD1212P401	FTYD1212P401 D	4,104.00	300
14	FTYD1414P401	FTYD1414P401 D	4,627.00	400

**FLANGE LATERAL DI**



4	FYD0404P401	FYD0404P401 D	426.00	75
6 x 4	FYD0604P401	FYD0604P401 D	650.00	115
6	FYD0606P401	FYD0606P401 D	715.00	120
8 x 4	FYD0804P401	FYD0804P401 D	883.00	180
8 x 6	FYD0806P401	FYD0806P401 D	981.00	189
8	FYD0808P401	FYD0808P401 D	1,044.00	200
10 x 4	FYD1004P401	FYD1004P401 D	1,588.00	260
10 x 6	FYD1006P401	FYD1006P401 D	1,425.00	270
10 x 8	FYD1008P401	FYD1008P401 D	1,444.00	295
10	FYD1010P401	FYD1010P401 D	1,676.00	335
12 x 4	FYD1204P401	FYD1204P401 D	2,496.00	350
12 x 6	FYD1206P401	FYD1206P401 D	2,194.00	395
12 x 8	FYD1208P401	FYD1208P401 D	2,307.00	420
12 x 10	FYD1210P401	FYD1210P401 D	2,225.00	455
12	FYD1212P401	FYD1212P401 D	2,426.00	515
14 x 6	FYD1406P401	FYD1406P401 D	3,816.00	475
14 x 8	FYD1408P401	FYD1408P401 D	3,975.00	545
14 x 10	FYD1410P401	FYD1410P401 D	4,184.00	575
14 x 12	FYD1412P401	FYD1412P401 D	4,516.00	620
14	FYD1414P401	FYD1414P401 D	4,222.00	605

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF McWANE PRODUCTS

McWANE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-997-3309 (FAX) 281-555-9000  
www.mcp.com/usa/401/401.htm

**C110 DI Flanged Full Body Fittings**  
**Lined with Protecto 401**

**Price List**  
**FLANGED - PROTECTO 401 LINED**

UPL09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
16 x 6	FYD1606P401	FYD1606P401D	4,372.00	620
16 x 8	FYD1608P401	FYD1608P401D	4,532.00	620
16 x 10	FYD1610P401	FYD1610P401D	4,742.00	740
16 x 12	FYD1612P401	FYD1612P401D	4,769.00	780
16 x 14	FYD1614P401	FYD1614P401D	5,526.00	755
16	FYD1616P401	FYD1616P401D	5,333.00	805
18 x 6	FYD1816P401	FYD1816P401D	6,321.00	755
18 x 8	FYD1808P401	FYD1808P401D	5,517.00	825
18 x 10	FYD1810P401	FYD1810P401D	5,713.00	885
18 x 12	FYD1812P401	FYD1812P401D	6,020.00	930
18 x 14	FYD1814P401	FYD1814P401D	6,644.00	885
18 x 16	FYD1816P401	FYD1816P401D	6,520.00	935
18	FYD1818P401	FYD1818P401D	6,727.00	1035
20 x 8	FYD2008P401	FYD2008P401D	7,769.00	995
20 x 10	FYD2010P401	FYD2010P401D	7,097.00	1025
20 x 12	FYD2012P401	FYD2012P401D	7,306.00	1110
20 x 14	FYD2014P401	FYD2014P401D	7,671.00	1215
20 x 16	FYD2016P401	FYD2016P401D	7,897.00	1270
20 x 18	FYD2018P401	FYD2018P401D	9,299.00	1200
20	FYD2020P401	FYD2020P401D	8,669.00	1345
24 x 8	FYD2408P401	FYD2408P401D	11,267.00	1080
24 x 10	FYD2410P401	FYD2410P401D	11,527.00	1105
24 x 12	FYD2412P401	FYD2412P401D	11,860.00	1200
24 x 14	FYD2414P401	FYD2414P401D	12,156.00	1750
24 x 16	FYD2416P401	FYD2416P401D	12,527.00	1840
24 x 18	FYD2418P401	FYD2418P401D	12,861.00	1855
24 x 20	FYD2420P401	FYD2420P401D	13,343.00	1875
24	FYD2424P401	FYD2424P401D	15,378.00	1905
30 x 12	FYD3012P401	FYD3012P401D	POA	2545
30 x 14	FYD3014P401	FYD3014P401D	POA	2590
30 x 16	FYD3016P401	FYD3016P401D	POA	2645
30 x 18	FYD3018P401	FYD3018P401D	POA	2690
30 x 20	FYD3020P401	FYD3020P401D	POA	2760
30 x 24	FYD3024P401	FYD3024P401D	POA	2915
30	FYD3030P401	FYD3030P401D	POA	3225
36 x 14	FYD3614P401	FYD3614P401D	POA	2545
36 x 16	FYD3616P401	FYD3616P401D	POA	4610
36 x 18	FYD3618P401	FYD3618P401D	POA	4670
36 x 20	FYD3620P401	FYD3620P401D	POA	4750
36 x 24	FYD3624P401	FYD3624P401D	POA	4920
36 x 30	FYD3630P401	FYD3630P401D	POA	5255
36	FYD3636P401	FYD3636P401D	POA	5740
42 x 24	FYD4224P401	FYD4224P401D	POA	5060
42 x 30	FYD4230P401	FYD4230P401D	POA	7320
42 x 36	FYD4236P401	FYD4236P401D	POA	7820
42	FYD4242P401	FYD4242P401D	POA	8500
48 x 24	FYD4824P401	FYD4824P401D	POA	9335
48 x 30	FYD4830P401	FYD4830P401D	POA	9730

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STEEL PIPE PRODUCTS

STEEL PIPE PRODUCTS  
 HOUSTON CORPORATE (TOLL FREE) 800 899 5009 (FAX) 281 555 9000  
 www.mcp.com www.steelpipe.com

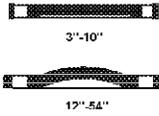
**C110 DI Flanged Full Body Fittings**  
**Lined with Protecto 401**

Price List  
**FLANGED - PROTECTO 401 LINED**

UPL09.02

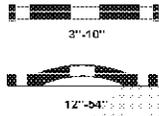
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
48 x 36	FYD4836P401	FYD4836P401 D	POA	9500
48 x 42	FYD4842P401	FYD4842P401 D	POA	11010
48	FYD4848P401	FYD4848P401 D	POA	11280

**BLIND FLANGE**



4	FLBD04P401	FLBD04P401 D	157.00	16
6	FLBD06P401	FLBD06P401 D	198.00	25
8	FLBD08P401	FLBD08P401 D	259.00	42
10	FLBD10P401	FLBD10P401 D	396.00	63
12	FLBD12P401	FLBD12P401 D	460.00	85
14	FLBD14P401	FLBD14P401 D	680.00	120
16	FLBD16P401	FLBD16P401 D	866.00	145
18	FLBD18P401	FLBD18P401 D	1,397.00	185
20	FLBD20P401	FLBD20P401 D	1,748.00	245
24	FLBD24P401	FLBD24P401 D	2,476.00	370
30	FLBD30P401	FLBD30P401 D	POA	500
36	FLBD36P401	FLBD36P401 D	POA	790
42	FLBD42P401	FLBD42P401 D	POA	1175
48	FLBD48P401	FLBD48P401 D	POA	1585
54	FLBD54P401	FLBD54P401 D	POA	2100
60	FLBD60P401	FLBD60P401 D	POA	2955
64	FLBD64P401	FLBD64P401 D	POA	3855

**BLIND FLANGE W/2 TAP**



4	FLBD04TP401	FLBD04TP401 D	212.00	16
6	FLBD06TP401	FLBD06TP401 D	254.00	25
8	FLBD08TP401	FLBD08TP401 D	315.00	42
10	FLBD10TP401	FLBD10TP401 D	452.00	63
12	FLBD12TP401	FLBD12TP401 D	516.00	85
14	FLBD14TP401	FLBD14TP401 D	736.00	120
16	FLBD16TP401	FLBD16TP401 D	922.00	145
18	FLBD18TP401	FLBD18TP401 D	1,453.00	185
20	FLBD20TP401	FLBD20TP401 D	1,803.00	245
24	FLBD24TP401	FLBD24TP401 D	2,532.00	370
30	FLBD30TP401	FLBD30TP401 D	POA	500
36	FLBD36TP401	FLBD36TP401 D	POA	790
42	FLBD42TP401	FLBD42TP401 D	POA	1175
48	FLBD48TP401	FLBD48TP401 D	POA	1585
54	FLBD54TP401	FLBD54TP401 D	POA	2100
60	FLBD60TP401	FLBD60TP401 D	POA	2955
64	FLBD64TP401	FLBD64TP401 D	POA	3855

The standard tap size is 2" NPT. For other sizes, please contact Star® Pipe Products. Taps other than 2" NPT are special order, non-cancellable & non-refundable.

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
 HOUSTON CORPORATE (TOLL FREE) 800 899 3309 (FAX) 281 555 9000  
 www.star-pipe.com

**S** C110 DI Flanged Full Body Fittings  
Lined with Protecto 401

Price List  
**FLANGED - PROTECTO 401 LINED**

UPL09.02

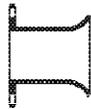
Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	Weight* (Lbs)
---------------	------------------------	--------------------	---------------------------	---------------

**FLANGE x FLARE 90 BEND DI**



4	FBFD9004P401	FBFD9004P401D	680.00	40
6	FBFD9006P401	FBFD9006P401D	715.00	70
8	FBFD9008P401	FBFD9008P401D	1,058.00	110
10	FBFD9010P401	FBFD9010P401D	1,378.00	175
12	FBFD9012P401	FBFD9012P401D	1,689.00	245
14	FBFD9014P401	FBFD9014P401D	2,993.00	340
16	FBFD9016P401	FBFD9016P401D	3,595.00	460
18	FBFD9018P401	FBFD9018P401D	5,109.00	560
20	FBFD9020P401	FBFD9020P401D	5,780.00	700
24	FBFD9024P401	FBFD9024P401D	8,511.00	1100
30	FBFD9030P401	FBFD9030P401D	POA	1840
36	FBFD9036P401	FBFD9036P401D	POA	2700
42	FBFD9042P401	FBFD9042P401D	POA	3200
48	FBFD9048P401	FBFD9048P401D	POA	4105

**FLANGE X FLARE PIECE DI**



4	FSFD04P401	FSFD04P401D	656.00	30
6	FSFD06P401	FSFD06P401D	653.00	40
8	FSFD08P401	FSFD08P401D	738.00	70
10	FSFD10P401	FSFD10P401D	861.00	95
12	FSFD12P401	FSFD12P401D	1,161.00	155
14	FSFD14P401	FSFD14P401D	1,438.00	165
16	FSFD16P401	FSFD16P401D	2,009.00	240
18	FSFD18P401	FSFD18P401D	2,491.00	275
20	FSFD20P401	FSFD20P401D	3,302.00	355
24	FSFD24P401	FSFD24P401D	3,627.00	480
30	FSFD30P401	FSFD30P401D	POA	1100
36	FSFD36P401	FSFD36P401D	POA	1460

[Call for Availability]



\*Weights exclude accessories

REGISTERED TRADEMARK OF STAR PIPE PRODUCTS

STAR PIPE PRODUCTS  
HOUSTON CORPORATE (TOLL FREE) 832-999-3309 | FAX 281-555-9600  
www.star-pipe.com | 312-200-1111

**CX 2438**

---

**From:** Rick Tatman  
**Sent:** Friday, June 11, 2010 7:06 PM  
**To:** Leon G. McCullough  
**Subject:** Sigma Price Increase Letter  
**Attachments:** LR\_Customer\_Letter\_061010.doc

Leon,

FYI,

This follows on the heels of the prior Star communication within their quarterly news letter.

Note the references to Restrained Joint Products and Restraints that I highlighted. Since we knew Sigma was coming out with a TufGrip type domestic joint restraint, I'll assume at this point they are calling that type of product a Restraint.

Neither their website or catalog has a Restrained Joint Products segments so I am having Jerry provide clarification on what the difference really is.

Let me think about this over the weekend and if you are in the office Monday afternoon I can send you my thoughts mid morning and then we can discuss at your discretion.

The mid year team meeting on Thursday went very well. The plant also looked good during the walk through.

They are taking the GFD to two separate 8 hrs shift on Monday so that will yield 16hrs per day of molding time 5 day per week.

If needed we can go to 20hrs per day with the issue being where to send the iron if the Disa isn't running the GFD goes down.

Rick

Confidential

McWane-002513

CX 2438-001

**Σ SIGMA*****Your Fitting Choice...***

---

June 10, 10

To : SIGMA Customers  
From : Larry Rybacki

***Re : New List Prices on PRP, 401 and Large Diameter Fittings ..***

Dear Valued Customer,

As we enter the mid year, we at SIGMA Corporation hope that you, your company and your families are doing well as we meander through another difficult year.

In order to continue providing you with the level of service that you've been accustomed to, we at SIGMA Corporation plan to make a few adjustments to the pricing of a few of our products, to reflect the recent cost trends in the raw material, currency exchange, transportation, health care and other operational expenses.

The following is a summary of these changes:

1. The List Prices of all of our Restrained Joint Products will be increased by about 12%.
2. The List Prices of our Protecto 401 Lined products will be increased by about 12%.
3. The Net Prices of our Municipal Castings including Valve Boxes and Meter Boxes will be increased on a regional basis.
4. The multipliers for Domestic and non-Domestic Restraints will be revised.
5. The multipliers for non-Domestic Fittings will be revised.

The List Price increases will be published at our website by the start of AWWA – June 20, 2010. The new prices will be in effect Monday, July 1, 2010 with no exceptions. We will not be sending any price sheets out via mail. Please download the new price sheets from our website .. [www.sigmaco.com](http://www.sigmaco.com).

Thank you for your support and friendship and with a little luck, we'll find the next six months better than the last.

Sincerely yours,

*Larry*

Confidential

McWane-002514

CX 2438-002

**CX 2440**

---

**From:** Rick Tatman  
**Sent:** Thursday, June 17, 2010 8:40 PM  
**To:** Butch Doane (butch.doane@ferguson.com)  
**Subject:** Tyler Union Price Announcement  
**Attachments:** NON DOMESTIC FTG 7-1-10.pdf; MC - Non Domestic 6-17-10.docx; MC - NV Non Domestic 6-17-10.docx; NMC - WA OR ID MT AK Non Domestic 6-17-10.docx; NON DOMESTIC ACCESS 7-1-10.pdf

Butch,

The attached letters will go out this afternoon.

Basically we:

- Moved the prior 0.27 areas to 0.29
- Moved CA, AZ and HI from 0.28 to 0.29
- Moved NV down from 0.32 to 0.29 as the 0.32 was no even where close to the competitive level
- Maintained WA, OR, ID , MT and AK @ 0.32

There will not be any change in Domestic pricing at this point

If you need me to call and discuss further please let me know.

Not sure if you are going to AWWA, but if so I hope to see you in Chicago

*Richard S. Tatman*

GM & VP Tyler Union  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)

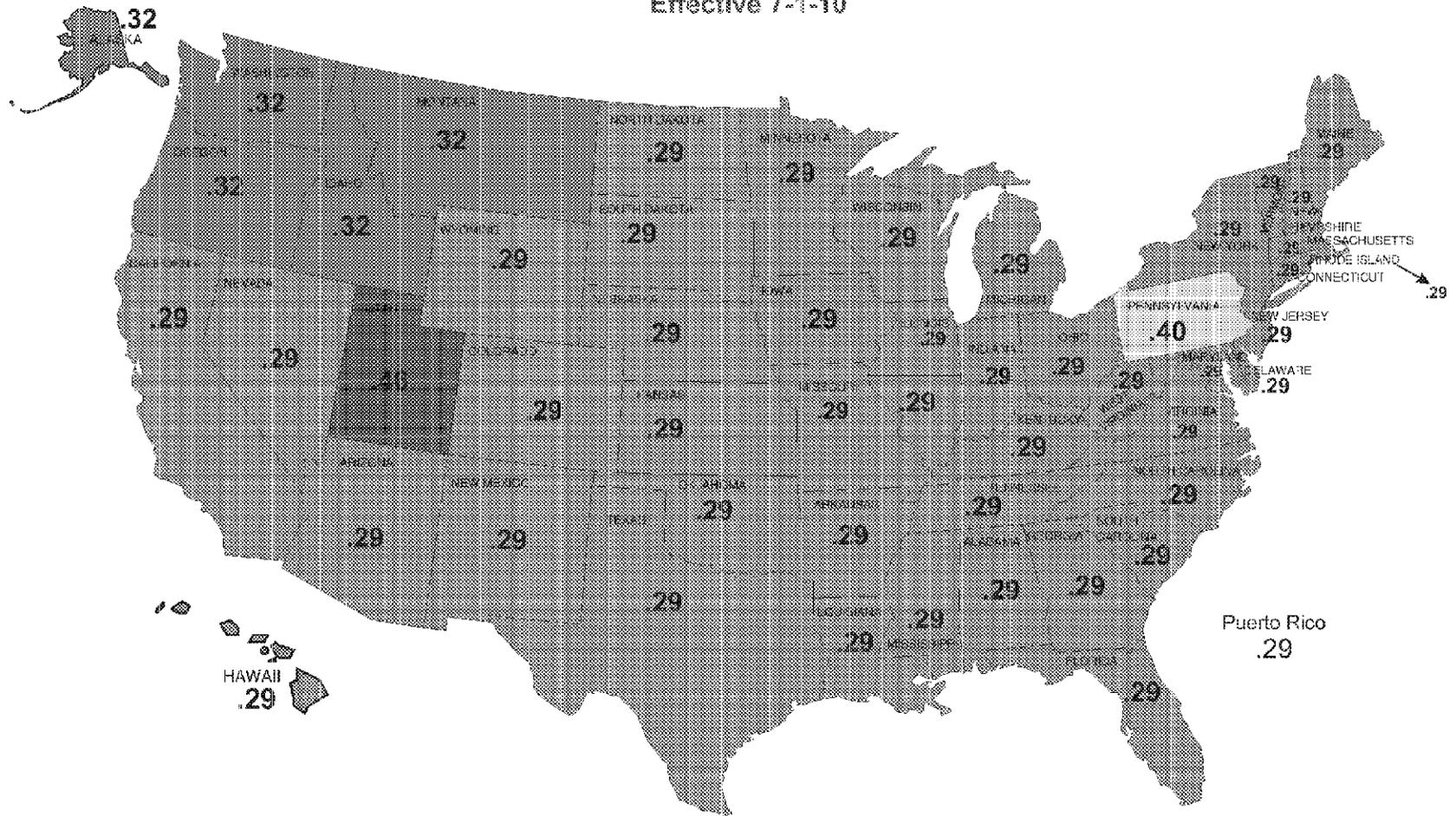
Confidential

McWane-018585

CX 2440-001

# Non-Domestic Utility Fittings Multiplier Map LP-5091

Effective 7-1-10



Confidential

McWane-018586

CX 2440-002



June 17, 2010

To: Tyler Union Customers in the following market areas.

ME, VT, NH, MA, RI, CT, NY, NJ, DE, MD, VA, WV, NC, SC, GA, FL, PR, AL, MS, TN,  
KY, OH, IN, IL, MI, WI, MN, IA, MO, AR, LA, TX, OK, KS, NE, SD, ND, WY, CO, NM,  
CA, AZ, HI, Puerto Rico

Re: New Multipliers Effective July 1, 2010

Dear Valued Customer,

Due to rising global costs associated with both the manufacturing and importing of non Domestic iron products, effective July 1, 2010 Tyler Union will be implementing a price increase on all non Domestic ductile iron waterworks fittings, glands and accessory products. This increase will be accomplished by a change in our published multipliers for those products against our current List Price, LP 5091, as follows:

**Non Domestic - Import Product Group**

.29 Utility Fittings C110 and C153 (3"– 48")

.29 Glands and Accessories (3"– 48")

Non Domestic Valve and Service Boxes - Call for Pricing

We will not be implementing any price action, at this time, for our Domestic products

All annual municipal bid contracts will be honored per the terms of the contract. Jobs quoted prior to today's announcement will be honored through July 31, 2010 provided orders for immediate release have been received on or prior to July 31, 2010.

If you have any questions regarding this announcement, please contact your local Tyler Union territory manager. We look forward to continuing to work together to provide you and the waterworks industry quality products and service.

We thank you for your business and support.

Jerry Jansen  
National Sales Manager

Confidential

McWane-018587

CX 2440-003



June 17, 2010

To: Tyler Union Customers in Nevada

Re: New Multipliers Effective July 1, 2010

Dear Valued Customer,

Due to rising global costs associated with both the manufacturing and importing of non Domestic iron products, we announced a price increase for many of our market areas.

Although we are seeing increased costs, we are also committed to keeping our customers competitive within their market areas. As such, effective July 1, 2010 Tyler Union will be implementing a price decrease on all non Domestic ductile iron waterworks fittings, glands and accessory products. This decrease will be accomplished by a change in our published multipliers for those products against our current List Price, LP 5091, as follows:

**Non Domestic - Import Product Group**

.29 Utility Fittings C110 and C153 (3"– 48")

.29 Glands and Accessories (3"– 48")

Non Domestic Valve and Service Boxes - Call for Pricing

We will not be implementing any price action, at this time, for our Domestic products

All annual municipal bid contracts will be honored per the terms of the contract. If required, jobs quoted prior to today's announcement will be honored through July 31, 2010 provided orders for immediate release have been received on or prior to July 31, 2010.

If you have any questions regarding this announcement, please contact your local Tyler Union territory manager. We look forward to continuing to work together to provide you and the waterworks industry quality products and service.

We thank you for your business and support.

Jerry Jansen  
National Sales Manager

Confidential

McWane-018588

CX 2440-004



June 17, 2010

To: Tyler Union Customers in WA, OR, ID, MT, AK

Re: Non Domestic product multipliers

Dear Valued Customer,

Due to rising global costs associated with both the manufacturing and importing of non Domestic iron products, we announced a price increase for many of our market areas.

Although we are seeing increased costs, we are also committed to keeping our customers competitive within their market areas. As such, we will not be adjusting our published multipliers for your market areas. Our published multipliers will remain as per below against our current List Price, LP 5091.

**Non Domestic - Import Product Group**

.32 Utility Fittings C110 and C153 (3"– 48")

.32 Glands and Accessories (3"– 48")

Non Domestic Valve and Service Boxes - Call for Pricing

We will also not be implementing any price action, at this time, for our Domestic products

If you have any questions regarding this announcement, please contact your local Tyler Union territory manager. We look forward to continuing to work together to provide you and the waterworks industry quality products and service.

We thank you for your business and support.

Jerry Jansen  
National Sales Manager

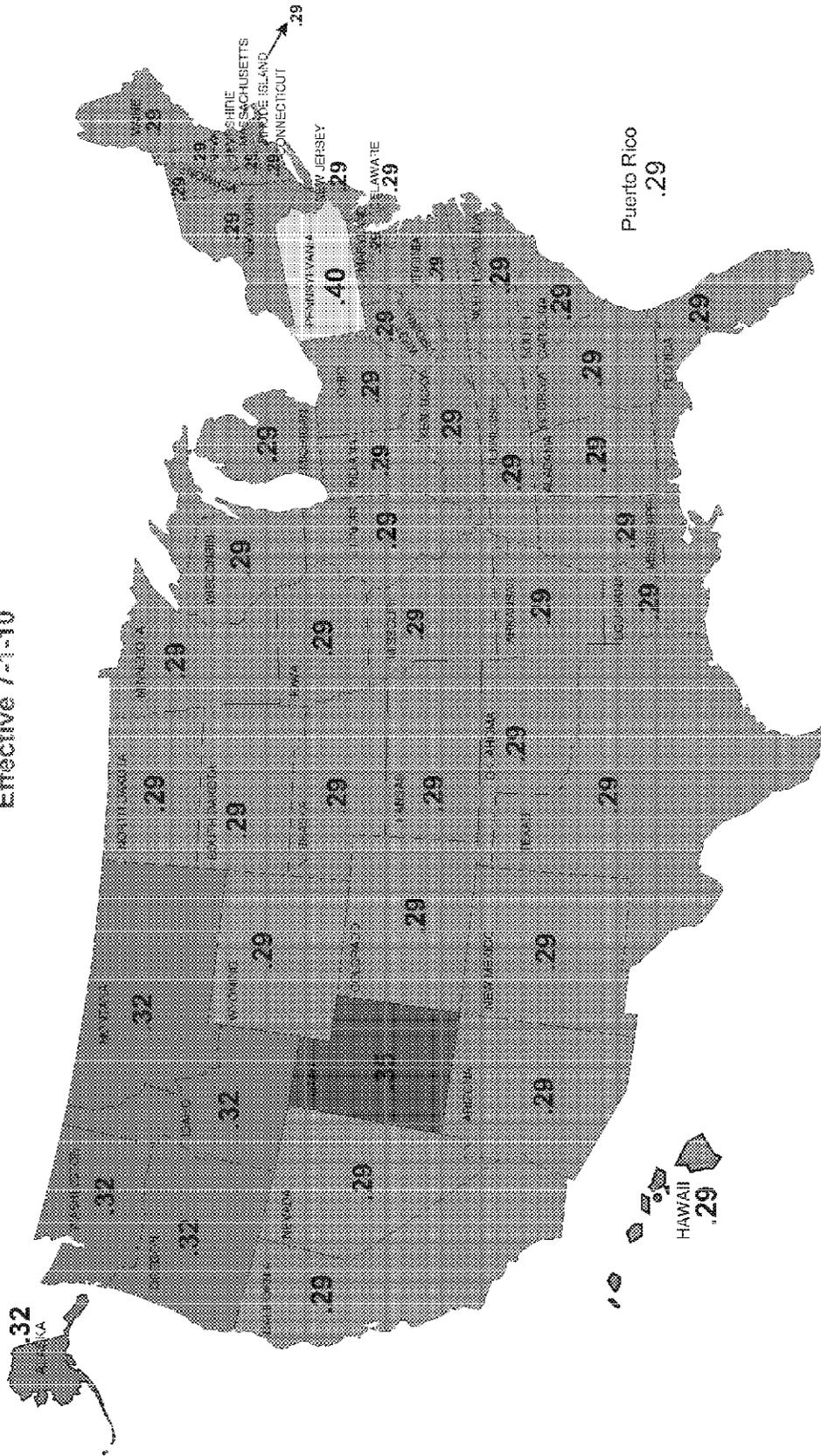
Confidential

McWane-018589

CX 2440-005

# Non Domestic Accessories Multiplier Map LP-5091

Effective 7-1-10



Confidential

McWane-018590

CX 2440-006

**CX 2441**

---

**From:** Rick Tatman  
**Sent:** Saturday, June 19, 2010 6:43 PM  
**To:** Jerry Jansen  
**Subject:** Re: Star - New Fitting Multipliers

Send NW and NV when available

Sent via iPhone

On Jun 19, 2010, at 11:34 AM, "Jerry Jansen" <[Jerry.Jansen@tylerunion.com](mailto:Jerry.Jansen@tylerunion.com)> wrote:

Fyi

---

**From:** Curry, Rusty [HDS] <[Rusty.Curry@hdsupply.com](mailto:Rusty.Curry@hdsupply.com)>  
**To:** Jerry Jansen  
**Sent:** Sat Jun 19 08:08:00 2010  
**Subject:** FW: Star - New Fitting Multipliers

---

**From:** Star Pipe Products [<mailto:marketing@starpipeproducts.com>]  
**Sent:** Friday, June 18, 2010 5:53 PM  
**To:** Curry, Rusty [HDS]  
**Subject:** Star - New Fitting Multipliers



*June 18, 2010*

**TO:** *Star Pipe Customers in the following trading areas:*

*AL, AR, AZ, CA, CO, CT, DE, FL, GA, HI, IA, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NM, NY, OH, OK, PR, RI, SC, SD, TN, TX, VA, VT, WI, WV, WY*

**RE:** *New Multipliers for Fittings and Accessories Effective July 1, 2010*

*To Our Valued Customers:*

*The following multipliers will be effective July 1, 2010 and will apply to our AWWA "Utility Fittings & Accessories Price List" (UPL09.02). The Price List*

Confidential

McWane-018617

CX 2441-001

is on our website at [www.starpipeproducts.com](http://www.starpipeproducts.com).

<b>IMPORT</b>	<b>Size</b>	<b>Multiplier</b>
Utility Fittings C110 and C153	3" - 48"	.29
Accessories	3" - 48"	.29
Protecto 401 Lined Fittings	All Sizes	POA

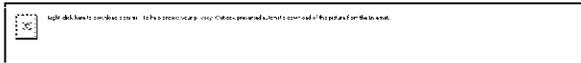
Please provide your local Territory Manager with documentation regarding any existing quotations. Municipal and Annual Contracts will be honored per the terms of the contract, not to exceed one year.

We remain committed to earning your business.

Regards,



Dan McCutcheon



This message was sent from Star Pipe Products to [rusty.curry@hdsupply.com](mailto:rusty.curry@hdsupply.com). It was sent from: Star Pipe Products, 4018 Westhollow Pkwy, Houston, TX 77082. You can modify/update your subscription via the link below.

Email Marketing by

Manage your subscription

**CX 2442**

---

**From:** Rick Tatman  
**Sent:** Wednesday, June 16, 2010 5:18 AM  
**To:** Leon G. McCullough; Jerry Jansen  
**Subject:** Price Announcement  
**Attachments:** Non Domestic Draft B.docx; Non Domestic Draft A.doc

**Tracking:**

Recipient	Read
Leon G. McCullough	
Jerry Jansen	Read: 6/16/2010 1:06 PM

Leon & Jerry,

In regards to recent communication from Star and Sigma, I believe our response will be to support a price increase on non domestic fittings, glands and accessories, but not to provide any supporting communication on restraints of other products.

I believe Sigma is waiting for either a supporting communication from us or an announcement on specific price actions.

At this stage we really have two approach options:

1. Send out an "it's coming" communication prior to any further announcements from either Sigma or Star and then quickly decide on what multipliers we want to publish and send out that announcement by week's end to which most likely the others will follow.
2. Send out communication supporting the need for a price increase, wait for Sigma or Star to publish new multipliers and then follow

The attached Draft A supports options #1 and Draft B support option #2.

I am open Jerry's input and Leon's judgment, but I prefer something along the lines of Draft A.

I'm somewhat concerned about following Sigma both from a market leadership perception and their judgment on what the proper multiplier structure should be.

Too large of a published increase would be difficult for both our customers and other import competitors to take seriously which might make any degree of traction difficult.

If we're going to publish, I'll need Thursday morning to analyze data, but my gut sense would be to increase the 0.270 region and potentially not adjust the 0.32 markets in the Northwest as even stock orders are selling @ 0.27 in that market. NV is published @ 0.32 and selling @ 0.23 so I might even align NV with CA.

I'll be driving to Dallas in the morning but can be reached via cell or e-mail on my i-phone.

Once we have a general document, Laura can clean-up my grammar and publish under Jerry's signature.

*Richard S. Tatman*

GM & VP Tyler Union  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)

Confidential

McWane-021685

CX 2442-001

**CX 2447**

**From:** Rick Tatman [rtatman@tylerunion.com]  
**Sent:** Monday, August 18, 2008 11:53:34 PM  
**To:** TB2 (Tom Brakefield - ALX)  
**Subject:** DIFRA

Tom,

To your knowledge are we now on a normal reporting cycle for DIFRA? If so all members should have reported by the 15<sup>th</sup> and the reports should be out by the 20<sup>th</sup>.

*Richard (Rick) Tatman*

VP&GM Tyler/Union  
McWane Waterworks Fittings Division  
(903) 882-2440  
[rtatman@tylerunion.com](mailto:rtatman@tylerunion.com)  
[www.tylerunion.com](http://www.tylerunion.com)

SIG - 0034589  
Confidential  
FOIA Exempt

CX 2447-001

**CX 2448**

**From:** TB2 (Tom Brakefield - ALX)  
**Sent:** Tuesday, September 23, 2008 05:24:24 PM  
**To:** 'rtatman@att.blackberry.net'  
**Subject:** RE: DIFRA

Rick

I just back in myself and will get an answer tomorrow asap and advise

Tom Brakefield

-----Original Message-----

**From:** rtatman@att.blackberry.net [mailto:rtatman@att.blackberry.net]  
**Sent:** Tuesday, September 23, 2008 2:11 PM  
**To:** TB2 (Tom Brakefield - ALX)  
**Subject:** DIFRA

Tom

Can you look into why the Aug report is late? I'm traveling.

Rick  
Sent via BlackBerry by AT&T

SIG - 0034594  
Confidential  
FOIA Exempt

CX 2448-001

**CX 2450**

**From:** DAVE PIETRYGA [davepie@msn.com]  
**Sent:** Friday, June 18, 2010 11:13:54 AM  
**To:** M20; Brian Ast; Charlie Kyle; Ken Lewis; Clay Gissler  
**Subject:** FW: Tyler Price Increase  
**Attachments:** Tyler Increase Letter.pdf

FYI

> Date: Fri, 18 Jun 2010 08:11:15 -0700  
> From: jwebb81@yahoo.com  
> Subject: Tyler Price Increase  
> To: brian2278@hughes.net; ck2@sigmaco.com; usacgissler@yahoo.com;  
davepie@msn.com; KConnor@sigmaco.com; kl1@sigmaco.com  
>  
> Here it is...  
>  
> Looks like we're going from a .27 to a .29.  
> Joe Webb  
> Sigma Corp.  
> C: 513-374-0187  
> O: 708-758-6785  
> F: 708-758-6790  
> www.sigmaco.com  
> www.sigmapipingproducts.com

SIGTP00022144  
CONFIDENTIAL-FTC Docket No. 9351  
FOIA Exempt/Protected by Court Order

CX 2450-001



June 17, 2010

To: Tyler Union Customers in the following market areas.

ME, VT, NH, MA, RI, CT, NY, NJ, DE, MD, VA, WV, NC, SC, GA, FL, PR, AL, MS, TN,  
KY, OH, IN, IL, MI, WI, MN, IA, MO, AR, LA, TX, OK, KS, NE, SD, ND, WY, CO, NM,  
CA, AZ, HI, Puerto Rico

Re: New Multipliers Effective July 1, 2010

Dear Valued Customer,

Due to rising global costs associated with both the manufacturing and importing of Non Domestic iron products, effective July 1, 2010, Tyler Union will be implementing a price increase on all Non Domestic ductile iron waterworks fittings, glands and accessory products. This increase will be accomplished by a change in our published multipliers for those products against our current List Price, LP 5081, as follows:

Non Domestic - Import Product Group

.29 Utility Fittings C110 and C153 (3" - 48")

.29 Glands and Accessories (3" - 48")

Non Domestic Valve and Service Boxes - Call for Pricing

We will not be implementing any price action, at this time, for our Domestic products

All annual municipal bid contracts will be honored per the terms of the contract. Jobs quoted prior to today's announcement will be honored through July 31, 2010 provided orders for immediate release have been received on or prior to July 31, 2010.

If you have any questions regarding this announcement, please contact your local Tyler Union territory manager. We look forward to continuing to work together to provide you and the waterworks industry quality products and service.

We thank you for your business and support.

Jerry Jansen  
National Sales Manager