

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re PVC Pipe Antitrust Litigation

Case No. 1:24-cv-07639

Hon. LaShonda A. Hunt

THIS DOCUMENT RELATES TO:

All Direct Purchaser Plaintiff Actions

**DECLARATION OF ROBERT N. KAPLAN IN SUPPORT OF DIRECT
PURCHASER PLAINTIFFS BILL WAGNER & SON, INC.’S, VITOLITE ELECTRIC
SALES CO.’S, AND HODGES SUPPLY COMPANY’S MOTION – UNOPPOSED¹ BY
SETTLING DEFENDANT PIPELIFE JETSTREAM, INC., (“PIPELIFE”) FOR
PRELIMINARY APPROVAL OF SETTLEMENT**

I, Robert N. Kaplan, declare under penalty of perjury as follows:

1. I am a partner at Kaplan Fox & Kilsheimer LLP (“Kaplan Fox”), appointed by the Court on October 17, 2024 as Lead Class Counsel for the Direct Purchaser Plaintiff Class (the “Lead Counsel Order,” ECF No. 163).

2. Since entering private practice after serving in the Antitrust Division of the U.S. Department of Justice, I have successfully negotiated dozens of settlements in antitrust cases, as court-appointed lead, co-lead or settlement counsel on behalf of classes of direct-purchaser plaintiffs, as well as on behalf of large publicly-and privately-owned corporate clients pursuing direct-purchaser antitrust claims as individual plaintiffs.

3. The Lead Counsel Order gave Kaplan Fox the authority to “[n]egotiate with defense counsel with respect to settlement and other matters” for the DPPs. Lead Counsel Order, at ¶ h.

¹ The Settling Defendant does not oppose Direct Purchaser Plaintiffs’ (“DPPs”) motion. However, because the Settlement Agreement required the terms of DPPs’ settlement with Pipelife to remain confidential until this motion was filed, it was not possible to conduct a pre-filing meet-and-confer with other parties.

4. Pursuant to the authority granted by the Court as Lead Counsel, in September 2025, DPPs began initial settlement negotiations with Pipelife. These negotiations started and stopped several times. All of these discussions were at arm's-length and very hard-fought, with both sides advocating, on multiple occasions, their respective positions on liability, potential damages and the overall merits of the case as it concerned a possible resolution. Among other things, Pipelife represented that it is the smallest of the Converter Defendants and with the lowest volume of relevant sales. These negotiations with Pipelife continued until June 11, 2026, when a settlement agreement in principle was reached. Additional negotiations continued until the Settlement Agreement was signed on June 24, 2026. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit A**.

5. These ongoing negotiations were extraordinarily hard-fought, extensive, and, while professional and civil, contentious, with each side committed to obtaining the best possible agreement for their clients (and, in Lead Counsel's case, in the best interests of the members of the DPP Settlement Class).

6. These negotiations resulted in two forms of relief that will directly benefit the DPP Settlement Class as reflected in the Settlement Agreement: (1) monetary relief of nineteen million and one-hundred and sixty thousand dollars (\$19,160,000); and (2) Pipelife's agreement to provide substantial cooperation to the DPP Settlement Class, which will help them in pursuing their remaining claims in this action.

7. The agreed-upon cooperation by Pipelife provides the DPP Settlement Class with significant non-monetary benefits that have substantial value to the DPP Settlement Class in their continued prosecution of their claims.

8. In particular, Pipelife will provide to DPPs documents and data already produced

by Pipelife to the U.S. Department of Justice (“DOJ”) as part of the DOJ’s investigation into alleged antitrust violations in the PVC Pipe and Fittings market, as well as certain custodial documents and data insofar as they fall outside Pipelife’s previous DOJ productions. Settlement Agreement, ¶ 12.

9. In addition, Pipelife agrees to use reasonable efforts to authenticate and provide a business records affidavit or deposition testimony of a custodian of records, if required, for documents and/or things that DPPs intend to use at trial or summary judgment, where the facts indicate that the Documents and/or things at issue are authentic, which will save the DPP Settlement Class time and streamline its trial preparation against the remaining Defendants.

10. Pipelife has made clear to DPPs that it would continue to vigorously defend the case absent the Settlement Agreement.

11. Based upon my years of experience in negotiating antitrust settlements for plaintiffs and plaintiff classes, I believe that this settlement with Pipelife is in the best interests of the DPP Settlement Class.

12. Attached as **Exhibit B** is a true and correct copy of “Huntington Bank Settlement Services – Experience Matters,” which describes the relevant experience and qualifications of the Huntington National Bank, the proposed Escrow Agent for DPPs’ proposed settlement with Pipelife.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 26, 2026.

/s/ Robert N. Kaplan
Robert N. Kaplan

EXHIBIT A

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re: PVC Pipe Antitrust Litigation

Case No. 1:24-cv-07639

THIS DOCUMENT RELATES TO:

Hon. LaShonda A. Hunt

DIRECT PURCHASER PLAINTIFF CLASS

**SETTLEMENT AGREEMENT BETWEEN DIRECT PURCHASER CLASS
PLAINTIFFS AND DEFENDANT PIPELIFE JET STREAM, INC.**

This Settlement Agreement is made and entered into as of June 24, 2026 (“Execution Date”), by and between Direct Purchaser Plaintiffs Bill Wagner & Son, Inc., Vitolite Electric Sales Co., and Hodges Supply Company (“DPPs”), individually and on behalf of the proposed DPP Settlement Class as defined below, and Pipelife Jet Stream, Inc. (referred to as “Settling Defendant”). DPPs, on behalf of themselves and the proposed DPP Settlement Class, and Settling Defendant are referred to collectively as the “Parties” or individually as a “Party.”

This Settlement Agreement is intended to, and upon the Effective Date will, fully, finally, and forever resolve, compromise, discharge, and settle the claims of the DPP Settlement Class as to the Released Parties (defined below), subject to the terms and conditions set forth herein.

1. General Definitions. The terms below and elsewhere in this Settlement Agreement with initial capital letters shall have the meanings ascribed to them for purposes of this Settlement Agreement.

a. “Action” means the consolidated litigation proceeding captioned *In re: PVC Pipe Antitrust Litigation*, 1:24-cv-07639, which is currently pending in the United States District

Court for the Northern District of Illinois, including all consolidated actions, whether or not such complaints were originally filed on separate dockets.

b. “Affiliate” means with respect to any person, entity or company, a person, entity, or company that directly or indirectly controls, is controlled by or is under common control with such person, entity or company.

c. “Class Notice” means any notice sent to the potential members of the DPP Settlement Class related to this Settlement Agreement, that has been preliminarily approved by the Court pursuant to Federal Rule of Civil Procedure 23.

d. “Complaint” means DPPs’ Second Consolidated Amended Class Action Complaint filed with the Court in the Action on August 18, 2025 (Dkt. 390).

e. “Confidential Letter Agreement” means that certain confidential letter agreement dated June 24, 2026, between DPPs and Settling Defendant.

f. “Court” means the United States District Court for the Northern District of Illinois and the Honorable LaShonda A. Hunt or her successors, or any other court in which the Action is proceeding.

g. “Days,” when used in this Settlement Agreement to specify a deadline or time period by which some event will occur, means the number of calendar days stated, excluding the day that triggers the period, except that if the last day is a Saturday, Sunday, or legal holiday, the period shall continue to run until the next day that is not a Saturday, Sunday, or legal holiday. But when a deadline or time period by which some event will occur in this Settlement Agreement is stated as a number of “Business Days,” it shall mean the number of days, excluding the day that triggers the period, that are not a Saturday, Sunday, or legal holiday. “Legal holiday” has the same meaning as in Federal Rule of Civil Procedure 6(a)(6).

h. “Defendant” means any named defendant in the Action; and
“Converter Defendant” means any Defendant other than Oil Price Information Service, LLC.

i. “Document” when capitalized shall have the same meaning as its
meaning under Federal Rule of Civil Procedure 34.

j. “DPP Settlement Class” means the class as set forth in Paragraph 5(a),
including each member of such class.

k. “DPPs” shall have the meaning as set forth on page one of this Settlement
Agreement.

l. “Effective Date” shall have the meaning set forth in Paragraph 9.

m. “Execution Date” shall have the meaning as set forth on page one of this
Settlement Agreement.

n. “Escrow Account” means the interest-bearing escrow account
established with the Escrow Agent at a bank approved by both Settling Defendant and Interim
Lead Counsel to receive the Settlement Amount and hold the Settlement Fund for the benefit of
the DPP Settlement Class.

o. “Escrow Agent” means the escrow agent approved by both Settling
Defendant and Interim Lead Counsel that establishes and maintains the Escrow Account.

p. “Escrow Agreement” means an agreement among Settling Defendant, the
Escrow Agent, and DPPs (by and through Interim Lead Counsel) pursuant to which the Escrow
Account is established and funded for the benefit of the DPP Settlement Class, as set forth in
Paragraphs 10 and 11.

q. “Final Approval” means an order and final judgment by the Court,
containing the provisions contemplated in Paragraph 8(a)-(i), which finally approves this
Settlement Agreement, including all of its material terms and material conditions without

material modification, pursuant to Federal Rule of Civil Procedure 23, and directs immediate entry of a final judgment of dismissal with prejudice as to the claims by DPPs and the DPP Settlement Class against Settling Defendant.

r. “Interim Lead Counsel” means Kaplan, Fox & Kilsheimer LLP as appointed by the Court to represent a proposed class of direct purchasers of polyvinyl chloride pipe and/or polyvinyl chloride fittings (ECF No. 163).

s. “Non-Settling Defendants” means the Defendants in the Action that have not entered into a settlement agreement with DPPs.

t. “Parties” and “Party” shall have the meaning set forth on page one of this Settlement Agreement.

u. “Plaintiff” means any person or entity bringing claims in the Action.

v. “Preliminary Approval” means an order by the Court to preliminarily approve this Settlement Agreement, including all of its material terms and material conditions without material modification, pursuant to Federal Rule of Civil Procedure 23.

w. “PVCs and Fittings” means pipe and/or fittings made in whole or in part with polyvinyl chloride (“PVC”). For the avoidance of doubt, and without limitation, PVCs and Fittings include PVC pipes of all kinds, including PVC pipes that carry municipal potable water (including, but not limited to, PVC pipes manufactured to AWWA C900 or ASTM D2241 standards), PVC pipes that carry wastewater to sewage treatment plants (including, but not limited to, PVC pipes manufactured to ASTM D3034 or ASTM F679 standards), PVC municipal drinking water pipe and PVC municipal sewer pipe, PVC plumbing pipe used for household and commercial plumbing, PVC conduit used as electrical conduit pipe; detachable pieces of PVC plastic that connect two or more PVC pipes, including couplings, elbows, tees, crosses, caps,

plugs, adapters, bushings, nipples, and flanges; and any and all PVC pipe systems that connect PVC pipe segments and fittings into piping systems.

x. “Released Claims” shall have the meaning set forth in Paragraphs 17 and 18.

y. “Releasing Parties” means DPPs and all members of the DPP Settlement Class, each on behalf of itself and any person or entity claiming by or through it, including without limitation, their respective predecessors, successors, and assigns; and any and all past, present, and future parents, owners, subsidiaries, divisions, departments, Affiliates, heirs, executors, devisees, administrators, officers, directors, stockholders, partners, members, managers, principals, agents, attorneys, advisors, auditors, accountants, contractors, servants, employees, representatives, insurers, and assignees, as well as any person or entity acting on behalf of or through any of them in any capacity whatsoever, jointly and severally, whether or not they object to this Settlement Agreement and whether or not they make a claim for payment from the Settlement Fund.

z. “Settlement Administrator” means the firm retained to disseminate the Class Notice, maintain the settlement website, handle communications related to claims, and administer payments from the Settlement Fund to the DPP Settlement Class, subject to approval of the Court.

aa. “Settlement Agreement” means this settlement agreement between DPPs and Settling Defendant, including all exhibits and attachments hereto, together with the Confidential Letter Agreement between DPPs and Settling Defendant concerning the Settlement Agreement.

bb. “Settlement Amount” means \$19.16 million U.S. dollars (\$19,160,000), which is the absolute total amount Settling Defendant shall pay or cause to be paid into the

Escrow Account for the benefit of the DPP Settlement Class. The Settlement Amount includes up to \$250,000.00 in nonrefundable class notice and administration costs provided that such class notice and administration costs have been actually incurred. For the avoidance of doubt, even if the Settlement Agreement is terminated in accordance with the provisions of Paragraphs 21 and 22, the amounts incurred for notice and administration costs up to \$250,000 shall not be refundable. The Settlement Amount is inclusive of all DPP Settlement Class recovery amounts, fees (including attorneys' fees and any other fees), and costs. For the avoidance of doubt, the Settlement Amount is the maximum amount that Settling Defendant will be obligated to pay in consideration of this Settlement Agreement, and under no circumstances will Settling Defendant be obligated to provide any additional monetary consideration in connection with this Settlement Agreement.

cc. "Settlement Fund" means the funds held in the Escrow Account by the Escrow Agent for the benefit of the DPP Settlement Class. The Settlement Fund initially consists of the Settlement Amount, shall include any interest accruing within the Escrow Account, and shall be reduced by any payments made from the Settlement Fund as authorized by this Settlement Agreement and the Court. After the Effective Date, the Settlement Fund will be used to pay all valid settlement claims submitted by members of the DPP Settlement Class, as well as all Class Notice and settlement administration costs, and all attorneys' fees, expenses, and any service awards approved by the Court.

dd. "Settling Defendant" shall have the meaning as set forth on page one of this Settlement Agreement.

ee. "Released Parties" means Settling Defendant, together with any and all of its past, present, and future, direct and indirect, corporate parents (including holding companies), owners, equity holders, shareholders, subsidiaries, divisions, departments, related entities,

Affiliates, associates, and joint ventures, and their respective predecessors, successors, and assigns; and, with respect to each of the foregoing, each and all of their respective past, present, and future officers, executives, managing directors, directors, trustees, partners, managers, members, employees, contractors, servants, agents, attorneys, advisors, auditors, accountants, insurers, beneficiaries, executors, administrators, devisees, heirs, legal or other representatives, and assignees. “Released Parties” does not include any Defendant currently named by DPPs in the Action other than Settling Defendant (as defined above) and all alleged subsidiaries and divisions of Settling Defendant identified in the DPPs’ Second Consolidated Amended Class Action Complaint, either explicitly or as a third-party beneficiary.

2. Reasonable Efforts to Effectuate this Settlement. DPPs and Settling Defendant agree to undertake reasonable efforts to carry out the terms of this Settlement Agreement.

3. Non-Opposition to Preliminary Approval or Final Approval Motions. Settling Defendant will not oppose DPPs’ motions seeking Preliminary Approval or Final Approval of this Settlement Agreement, so long as those motions comply with prevailing law and this Settlement Agreement and shall not seek or support any appeal of any order certifying the DPP Settlement Class for purposes of this settlement only.

4. Litigation Standstill.

a. Upon execution of this Settlement Agreement, other than as set forth in the cooperation provisions of Paragraph 12, DPPs and the DPP Settlement Class shall cease all litigation activities in the Action with respect to Released Parties except to the extent expressly authorized in this Settlement Agreement, and Settling Defendant shall cease all litigation activities in the Action with respect to DPPs and the proposed DPP Settlement Class except to the extent expressly authorized in this Settlement Agreement. DPPs may not seek discovery from Settling Defendant in the Action except as expressly authorized pursuant to the cooperation

terms of this Settlement Agreement, but DPPs may participate in meet and confers which involve Settling Defendant and other Defendants and, in the event that current or former employees of Settling Defendant are not noticed by DPPs but are noticed by other parties in the Action to appear for depositions, DPPs may attend the depositions and ask reasonable follow-up questions for up to 45 minutes on the record after another party has completed its examination. This litigation standstill precludes DPPs and DPPs' counsel from directly assisting any other Plaintiff or Plaintiff class in this Action in prosecuting claims or pursuing relief that is solely applicable to Settling Defendant, making oral arguments to the Court or conducting direct or cross-examination of witnesses on merits- or class-related issues that are solely applicable to Settling Defendant (and in no event will DPPs' attorneys be the attorneys arguing on behalf of other Plaintiffs or Plaintiff classes on issues that solely apply to Settling Defendant), working with expert witnesses or on expert materials in connection with opinion testimony and disclosures that are specifically and exclusively related to Settling Defendant, providing Documents for use in other cases in the Action that remain pending against Settling Defendant that have not otherwise been produced in discovery, or through the provision of Documents, affidavits, or declarations for use in other cases in the Action that remain pending against Settling Defendant (not requested by Settling Defendant) or by offering witnesses at trial (not requested by Settling Defendant) in any trial in which DPPs are not one of the Plaintiffs with live claims against other Defendants. For the avoidance of doubt, none of the foregoing provisions shall be construed to prohibit DPPs and the proposed DPP Settlement Class from (1) seeking appropriate discovery from any other entity or person other than the Released Parties; (2) seeking to prove the conspiracy alleged in this Action, including through discovery, motion practice, or oral argument; (3) presenting any analysis by DPPs' economic expert(s) that those experts deem necessary to show class-wide impact or damages to DPPs, or to respond to Defendants' expert analyses concerning the same;

and (4) arguing on behalf of DPPs on issues that are permitted by the terms of this standstill, even if those issues benefit other Plaintiffs or apply to Settling Defendant. Nothing in this Settlement Agreement shall be construed to prohibit Settling Defendant, in any way, from defending itself against claims brought by Plaintiffs or Plaintiff classes other than DPPs or the DPP Settlement Class in the Action or from coordinating with Non-Settling Defendants in the joint defense of such claims, including through the retention and disclosure of joint experts as to such claims, or from defending itself in proceedings outside of the Action. None of the foregoing will prevent Settling Defendant from obtaining discovery from any Plaintiff or Plaintiff class member in this Action who is pursuing claims that are not released under this Settlement Agreement, even if such Plaintiff or Plaintiff class member is also a member of the DPP Settlement Class.

b. The Parties' litigation standstill shall cease in the event that this Settlement Agreement does not receive Preliminary Approval or Final Approval from the Court, or this Settlement Agreement is terminated.

c. The Parties' litigation standstill under this Settlement Agreement shall not prevent the Parties from raising disputes related to this Settlement Agreement.

5. Motion for Preliminary Approval. As soon as practicable after the Execution Date, and no later than June 26, 2026, DPPs will move the Court for Preliminary Approval of this Settlement Agreement.

a. DPP Settlement Class Certification. DPPs shall seek appointment of Interim Lead Counsel as DPP Settlement Class counsel for purposes of this Settlement Agreement, and certification in the Action of the following DPP Settlement Class for settlement purposes only:

All persons and entities who purchased PVCs and/or Fittings in the United States and its territories directly from one or more of the

Converter Defendants (or from any of the Converter Defendants' parents, predecessors, subsidiaries, or Affiliates) at any time from January 1, 2020 through March 31, 2026 (the "Settlement Class Period"). Excluded from the DPP Settlement Class are Converter Defendants, and their parents, predecessors, subsidiaries, and Affiliates, and all federal government entities and instrumentalities of the federal government.

The DPP Settlement Class does not include any person or entity that has or will submit a valid and timely request for exclusion from the class that is approved by the Court.

b. Preliminary Approval Papers. Interim Lead Counsel shall provide to Settling Defendant, at a reasonable time in advance of submission to the Court, the papers in support of the motion for Preliminary Approval, including any proposed orders and the proposed Class Notices and notice plan, for its review. To the extent that Settling Defendant objects to any aspect of the motion, it shall communicate such objection to Interim Lead Counsel, and the Parties shall meet and confer in good faith to resolve any such objection in advance of submission to the Court.

6. Class Action Fairness Act ("CAFA") Notice. Within ten (10) Days of the filing of this Settlement Agreement in Court with the above-mentioned motion for Preliminary Approval, Settling Defendant, at its sole discretion and expense, shall serve (or cause to be served) upon appropriate Federal and State officials all materials required pursuant to CAFA, and shall confirm to DPPs' Interim Lead Counsel via a filing on CM/ECF that such notices have been served.

7. Settlement Class Notices. Along with the motion for Preliminary Approval, and subject to approval by the Court of the means for dissemination, the Interim Lead Counsel shall submit Class Notice to the DPP Settlement Class.

a. To the extent that Settling Defendant has objections to, or has edits or comments to, the proposed Class Notice, it shall communicate such objections, edits, or

comments to Interim Lead Counsel, and the Parties shall meet and confer in good faith to resolve them in advance of the proposed Class Notice being submitted to the Court.

b. Notice shall be reasonable under the circumstances based on information that the Parties have available. The DPPs will request that the Court approve a publication notice plan calculated to reach the greatest possible number of class members. Reasonable efforts shall also be made to provide individual notice of this Settlement Agreement to potential DPP Settlement Class members, which shall be mailed, emailed, or otherwise sent by the Settlement Administrator, at the direction of Interim Lead Counsel, to potential members of the DPP Settlement Class, in conformance with a notice plan to be approved by the Court, including a required provision in the Class Notice that members of the DPP Settlement Class who wish to exclude themselves from the DPP Settlement Class must submit a valid and timely request for exclusion.

c. The Class Notice shall include a provision stating that requests to be excluded from the DPP Settlement Class can be made only by individuals or individual entities on behalf of themselves (and their subsidiaries) and personally signed by each individual person or entity requesting exclusion. Any DPP Settlement Class member, or Affiliate or assign thereof, who requests to be excluded from the Settlement Agreement with respect to an assigned claim must identify the assignor, the assignee, and the total value of direct purchases during the Settlement Class Period from each Converter Defendant that is subject to the assignment, and provide a copy of the assignment agreement. Copies of exclusion requests received by the Settlement Administrator during the exclusion period shall be provided to counsel for Settling Defendant upon reasonable request and in any event within three (3) Days after the deadline to request exclusion from the Settlement Agreement ordered by the Court. Within three (3) Days of the deadline to request exclusion from the Settlement Agreement, the Settlement Administrator

shall provide a list of all DPP Settlement Class members, including Affiliates and assigns thereof, who have submitted requests to be excluded from the Settlement Agreement.

d. Settling Defendant shall have no responsibility, financial obligation, or liability for any fees, costs, or expenses related to providing notice to the DPP Settlement Class or obtaining approval of this Settlement Agreement or administering this Settlement Agreement, other than the up to \$250,000.00 in nonrefundable notice costs described in this Settlement Agreement. Interim Lead Counsel shall be responsible for any costs related to notice, administration, or settlement approval beyond the up to \$250,000.00 in nonrefundable notice and administration costs described in this Settlement Agreement.

e. The costs of notice or administration actually incurred that Interim Lead Counsel is permitted to withdraw from the Settlement Fund, under the terms of this Settlement Agreement, up to \$250,000.00, shall be nonrefundable, even if this Settlement Agreement is terminated according to its terms or is not granted Final Approval by the Court.

f. The Settlement Administrator shall effectuate the notice plan approved by the Court in the Preliminary Approval order, shall administer and calculate the claims, and shall oversee distribution of the Settlement Fund in accordance with the plan of distribution at a future date, under the continued supervision of the Court.

8. Motion for Final Approval. If the Court grants Preliminary Approval, then DPPs, through Interim Lead Counsel—in accordance with the schedule set forth in the Court's Preliminary Approval order—shall submit to the Court a separate motion for Final Approval of this Settlement Agreement. No less than fourteen (14) Days in advance of submission to the Court, Interim Lead Counsel shall provide Settling Defendant with its draft papers in support of the motion for Final Approval for Settling Defendant review. To the extent that Settling Defendant objects to any aspect of the motion, it shall communicate such objection to Interim

Lead Counsel, and the Parties shall meet and confer to resolve any such objection in advance of submission to the Court. The motion for Final Approval shall seek entry of an order and final judgment:

- a. Certifying the DPP Settlement Class without material alteration pursuant to Federal Rule of Civil Procedure 23(a) and 23(b)(3) solely for the purpose of this Settlement Agreement;
- b. Finally approving this Settlement Agreement as being a fair, reasonable, and adequate settlement for the DPP Settlement Class within the meaning of Federal Rule of Civil Procedure 23, and directing the implementation, performance, and consummation of this Settlement Agreement and its material terms and material conditions, without material modification of those terms and conditions;
- c. Determining that the Class Notice provided to the DPP Settlement Class constituted the best notice that is practicable under the circumstances, and constituted due and sufficient notice for all other purposes to all persons entitled to receive notice;
- d. Dismissing DPPs' Complaint, and all other complaints asserted by Releasing Parties in the Action, with prejudice as to the Released Parties, without further costs or fees;
- e. Discharging and releasing the Released Parties from all Released Claims;
- f. Enjoining the Releasing Parties from suing any of the Released Parties for any of the Released Claims;
- g. Finding that Settling Defendant has provided the appropriate notice pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. §§ 1711 *et seq.*;
- h. Reserving and continuing exclusive jurisdiction over this Settlement Agreement for all purposes; and

i. Determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to Settling Defendant shall be entered and shall be final and immediately appealable.

9. Finality of Settlement. This Settlement Agreement shall become final on the date when all of the following events have occurred, and shall be conditioned on the occurrence of all of the following events (the “Effective Date”):

- a. Preliminary Approval;
- b. Settling Defendant pays the Settlement Amount into the Escrow Account;
- c. Final Approval;
- d. The time for appeal or permission to seek appeal from the Court’s entry of Final Approval has expired, or, if Final Approval is appealed, any such appeal has been resolved by agreement and withdrawn by the appealing party, or the appealed order has been finally affirmed on appeal and is no longer subject to further appeal or review; and
- e. No party has exercised its right to terminate this Settlement Agreement.

10. Escrow Account. Settling Defendant and DPPs, by and through Interim Lead Counsel, shall enter into an Escrow Agreement with a third-party Escrow Agent establishing an Escrow Account and containing terms agreeable to all Parties. The Escrow Account shall be administered by the Escrow Agent pursuant to this Settlement Agreement and the Escrow Agreement, under the Court’s continuing supervision, jurisdiction, and control.

a. Settling Defendant shall have the right to approve: (a) the selection of the Escrow Agent; (b) the bank at which the Escrow Account will be held; and (c) any disbursement of funds from the Settlement Fund, prior to the Effective Date. Interim Lead Counsel’s right to withdraw funds from the Settlement Fund prior to the Effective Date shall be limited to

\$250,000.00 for notice and administration costs, and no other withdrawals from the Settlement Fund shall be permitted prior to the Effective Date without approval from Settling Defendant and the Court.

b. The Escrow Agreement shall be drafted to ensure that, in the event this Settlement Agreement terminates before the Effective Date, the Settlement Amount, plus any interest earned thereon (net of any taxes paid on such interest), less any nonrefundable notice and administration costs actually incurred pursuant to Paragraph 7(e) not to exceed \$250,000.00, shall be promptly returned to Settling Defendant by the Escrow Agent.

c. Interim Lead Counsel shall take all steps necessary to ensure that the Escrow Agent fulfills its obligations under the Escrow Agreement and this Settlement Agreement.

11. Settlement Payment. In consideration for the release of Released Claims, the dismissal of the Action under the terms set forth herein, and the other material terms and material conditions of this Settlement Agreement and the Escrow Agreement, within twenty-one (21) Days after Preliminary Approval is granted by the Court, and after receipt of wiring instructions, Settling Defendant will pay the Settlement Amount into the Escrow Account by wire transfer pursuant to instructions provided by the Escrow Agent and confirmed by Interim Lead Counsel.

12. Non-Monetary Consideration – Cooperation. Cooperation by Settling Defendant is a material term of the Settlement Agreement and shall include the following upon Preliminary Approval:

a. Government Productions. Settling Defendant will produce, electronically, any Documents and data already (or that are in the future) produced by Settling Defendant to the U.S. Department of Justice (“DOJ”) or any other governmental entity as part of its investigation into alleged antitrust or related violations in the sale of PVCs and Fittings, any written analysis,

interrogatory response, or other written submission (excluding ordinary correspondence related to productions, administrative issues, scheduling matters, or the like) provided to the DOJ or any other governmental entity in connection with its investigation into alleged antitrust or related violations in the sale of PVCs and PVC Fittings. These productions will be made by the later of the date that is seven (7) Business Days after Preliminary Approval or five (5) Business Days after the materials are produced by Settling Defendant to the DOJ or any other governmental entity.

b. Structured Data. Within twenty-one (21) Days after Preliminary Approval, Settling Defendant will produce transactional sales data related to the sale of PVCs and Fittings in the United States from the period January 1, 2017 through December 31, 2025 (if available on active systems or can be reasonably restored from archived systems, with DPPs to bear any costs of attempting to restore or extract data from the server on which Settling Defendant's pre-2018 files reside, which the Parties acknowledge may or may not be recoverable). To the extent it exists in structured form and is reasonably available on active systems, within ninety (90) Days after Preliminary Approval, Settling Defendant will produce cost input data (including PVC resin, energy, labor, and all other material factors contributing to the cost of producing PVCs and Fittings), P&L data, inventory data, and plant capacity and capacity utilization data related to the sale of PVCs and Fittings products in the United States from the period January 1, 2017, through December 31, 2025. Settling Defendant will respond to reasonable follow-up questions regarding the data. In addition, to the extent that Settling Defendant produces transactional sales data related to the sale of PVCs and Fittings in the United States from earlier or later periods to other Plaintiffs in the Action, either pursuant to discovery in the Action or as a condition of any settlement, and DPPs do not receive a copy of such data at the time it is produced, Settling Defendant will produce such data to DPPs within fourteen (14) Days after its production.

Further, if Non-Settling Defendants produce transactional sales data to DPPs in the Action from periods prior to January 1, 2017 or subsequent to December 31, 2025, pursuant to a request for discovery issued under the Federal Rules of Civil Procedure, and Settling Defendant is not otherwise required to provide comparable transactional sales data to DPPs pursuant to this Paragraph, then DPPs may issue a subpoena to Settling Defendant pursuant to Federal Rule of Civil Procedure 45 seeking production of such data (and only such data) notwithstanding the standstill provisions of Paragraph 4. All objections that Settling Defendant may assert to any such subpoena are expressly reserved.

c. Documents from Centralized Sources. To the extent they exist in active systems and repositories and are maintained in centralized non-custodial sources (e.g., SharePoint locations) maintained by Settling Defendant at its corporate headquarters and/or centralized servers, within ninety (90) Days after Preliminary Approval, Settling Defendant will produce to DPPs the following go-get non-privileged Documents for the period from January 1, 2017 through December 31, 2025, related to PVCs and Fittings sold in the United States:

- i. Profit and loss data for each level (e.g., company-wide, plant-by-plant, etc.) for which it is maintained on as granular a basis as maintained (e.g., daily, weekly, monthly, or quarterly);
- ii. Inventory data for each level (e.g., company-wide, plant-by-plant, etc.) for which it is maintained on as granular a basis as maintained (e.g., daily, weekly, monthly, or quarterly);
- iii. Plant capacity and capacity utilization, on a plant-by-plant basis;
- iv. Investor relations reports related to prices or pricing of PVCs and Fittings; and

v. Board meeting agendas, books, presentations, and minutes related to prices or pricing of PVCs and Fittings;

d. Telephone Numbers. Within fourteen (14) Days after Preliminary Approval, Settling Defendant will provide phone numbers and email addresses that Settling Defendant has in its possession for all “C-suite” level leadership at Settling Defendant, as well as Settling Defendant’s employees with responsibility for pricing, sales and/or marketing of PVCs and Fittings, during the time period January 1, 2017, through December 31, 2025. Settling Defendant will not object to DPPs’ subpoenas to third-party phone carriers for phone records relating to such phone numbers.

e. Depositions. DPPs may take a total of up to four (4) depositions of employees of Settling Defendant, each to last no more than seven (7) hours on the record. Settling Defendant will accept service of a subpoena for any then-current employees of Settling Defendant, or any affiliate of Settling Defendant, noticed for deposition by DPPs, provided that each such employee was employed by Settling Defendant during the relevant period, and will make such employees available for deposition prior to the scheduled end of fact discovery. If DPPs do not take depositions of four (4) current employees of Settling Defendant, DPPs may subpoena for deposition in the Action a former employee or employees of Settling Defendant, whom they may select, for a deposition pursuant to Federal Rule of Civil Procedure 45 provided that the total number of current and former employees of Settling Defendant noticed for deposition by DPPs does not exceed four (4). For the avoidance of doubt, nothing herein shall require Settling Defendant to produce for deposition a former employee who is not within Settling Defendant’s control or prohibit Settling Defendant’s counsel from representing the former employee in connection with such deposition.

f. Witnesses for Live Testimony at Trial. Settling Defendant will make available up to three (3) then-current employees, whom DPPs may select, to provide live testimony at trial if requested by DPPs assuming that individuals remain employed by Settling Defendant at the time of any trial. This limitation does not apply to prohibit DPPs from calling a former employee of Settling Defendant who could be called at trial either by subpoena or who agrees to voluntarily appear at trial; provided, however, that in no event shall DPPs call more than three (3) then-current or former employees of Settling Defendant to provide live testimony at trial. For the avoidance of doubt, this Paragraph shall not limit DPPs' ability to designate deposition testimony of current or former Settling Defendant witnesses for use at trial.

g. Custodial Documents. DPPs will identify four (4) current or former employees from Settling Defendant as Document custodians. Settling Defendant will produce non-privileged custodial Documents in the possession, custody, or control of Settling Defendant that are responsive to agreed-upon search terms for the period from January 1, 2017, to December 31, 2025, and that are responsive to Plaintiffs' Revised First Set of Requests to Converter Defendants for the Production of Documents and Electronically Stored Information. DPPs will propose custodian and search terms to Settling Defendant no later than twenty-eight (28) Days after Preliminary Approval. The Parties will confer in good faith and attempt to reach agreement on custodian and search terms. Unless an extension is mutually agreed upon, any disputes regarding custodians or search terms will be submitted within thirty (30) Days of DPPs initial proposal to an agreed-upon mediator (the "Mediator") for final resolution, and it will be the Settling Defendant's burden to show the disputed search terms or custodians are not reasonably calculated to yield responsive documents. Settling Defendant will produce custodial Documents by the later of sixty (60) Days after the expiration of the stay of discovery in the Action (ECF No. 690) or ninety (90) Days after the search terms are finalized.

h. OPIS Communications. Settling Defendant will produce all communications in any form with Donna Todd, Kathy Hall, Joe Link, Bobby Clark, or Ben Scribner of Oil Price Information Service, LLC located in the custodial files, to the extent within Settling Defendant's possession, custody, or control, of the four (4) current or former employees identified by DPPs as Document custodians pursuant to Paragraph 12(g) above.

i. Authentication of Documents. Settling Defendant will use reasonable efforts to provide declarations and/or affidavits (or, if specifically required by the Court, testimony) relating to whether up to 150 Documents identified by DPPs are authentic and otherwise admissible under, without limitation, Federal Rule of Evidence 803(6). For the avoidance of doubt, nothing in this provision shall: (1) require Settling Defendant to accept DPPs' factual characterizations of Documents that Settling Defendant has a good faith basis to dispute, such as, by way of example only, assertions that the Document reflects an admission by Settling Defendant as a purported co-conspirator of a Non-Settling Defendant; or (2) be interpreted to enlarge the number of then-current employees that Settling Defendant is required to provide for live trial testimony pursuant to Paragraph 12(f) above.

j. Confidentiality of Cooperation Materials. None of the cooperation materials provided by Settling Defendant pursuant to Paragraphs 12(a) through 12(i) of this Settlement Agreement may be provided to a Non-Settling Defendant absent the agreement of the parties or an order of the Court. DPPs also will not provide or disclose any of the cooperation materials provided by Settling Defendant pursuant to Paragraphs 12(a) through 12(i) of this Settlement Agreement to any other Plaintiff or Plaintiff class. If Settling Defendant receives a discovery request for confidential cooperation materials, it will provide notice of such discovery request to DPPs and allow DPPs fourteen (14) Days from receipt of notice to intervene and move for an order prohibiting Settling Defendant's production of such materials.

k. Production of Discovery and Cooperation to Other Plaintiffs. To the extent that Settling Defendant responds to discovery, produce Documents, or provide proffers or other cooperation to any other Plaintiff in the Action, it will provide the same information to DPPs within five (5) Business Days thereof. For the avoidance of doubt, Settling Defendant will provide DPPs with no less cooperation than they provide to any other Plaintiff in the Action pursuant to a settlement including, without limitation, witnesses, declarations, affidavits, proffers, witness interviews, Documents and data.

l. Coordination with Other Plaintiff Groups. DPPs and Interim Lead Counsel shall use reasonable best efforts to coordinate with counsel for another settling class (i.e., Non-Converter Seller Purchasers or End Users) in the Action regarding cooperation requests directed to Settling Defendant, including requests for documents, data, depositions, and other cooperation materials.

m. No Other Cooperation. The Parties agree that the cooperation described in this Settlement Agreement is the sole cooperation required of Settling Defendant.

13. Reservation of DPP Settlement Class Members' Rights Against Other Defendants. No person other than the Released Parties is intended to be, or is, included within the scope of the release and covenant not to sue contained in Paragraphs 17-19. For the avoidance of doubt, neither any other Defendant in the Action, nor any other Defendant's parent(s) or any successor to the liability of such other Defendant in this Action is intended to be, or is, included within the scope of this release. Settling Defendant's sales of PVCs and Fittings to the DPPs and the DPP Settlement Class, and Settling Defendant's alleged conduct, shall remain in the case against current and future Defendants other than Released Parties, as a

potential basis for damages claims and shall be part of any joint-and-several liability claims against such other current or future Defendants in the Action.

14. Qualified Settlement Fund. The Parties agree to treat the Settlement Fund as being at all times a “Qualified Settlement Fund” within the meaning of Treas. Reg. § 1.468B-1, and to that end, the Parties shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. In addition, Interim Lead Counsel shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph, including the relation-back election (as defined in Treas. Reg. § 1.468B-1(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Interim Lead Counsel to timely and properly prepare and deliver the necessary documentation for signature by all necessary persons, and thereafter to cause the appropriate filing to occur. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Settlement Fund being a Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1. Interim Lead Counsel shall timely and properly file all information and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k), (l)). Such returns shall reflect that all taxes (including any estimated taxes) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund. With respect to the Settlement Fund, Settling Defendant shall not be responsible for expenses, the filing of any tax returns, payment of any taxes of any kind, or any other responsibility related to taxes.

15. Distribution of Settlement Fund to DPP Settlement Class. After the Effective Date, the Settlement Fund shall be distributed in accordance with a plan of distribution and plan of allocation to be approved by the Court. Released Parties shall have no responsibility or liability

whatsoever for the allocation or distribution of the Settlement Fund or the determination, administration, or calculation of claims, and Released Parties shall not be responsible for any dispute relating to the allocation or distribution of any amounts, fees, or expenses, including attorneys' fees. Any issue or proceeding related to the distribution plan shall not impact this Settlement Agreement, the Effective Date, the effectiveness of this Settlement Agreement's release of claims, or the finality of the Final Approval entered pursuant to this Settlement Agreement. Members of the DPP Settlement Class shall be entitled to look solely to the Settlement Fund for settlement and satisfaction of any of the Released Claims against the Released Parties and shall not be entitled to any other payment or relief from the Released Parties. Except as provided by order of the Court, no DPP Settlement Class member shall have any interest in the Settlement Fund or any portion thereof. DPPs, members of the DPP Settlement Class, and their counsel will be reimbursed solely out of the Settlement Fund for all expenses including, but not limited to, attorneys' fees and expenses and the costs of notice of this Settlement Agreement to potential members of the DPP Settlement Class. Released Parties shall not be liable for any costs, fees, or expenses of any of DPPs' and Interim Lead Counsel's attorneys, experts, advisors, or representatives, but all such costs and expenses as approved by the Court shall be paid out of the Settlement Fund.

16. Fee Awards, Costs and Expenses, and Service Awards to DPPs.

a. Interim Lead Counsel may apply for a fee award from the Settlement Fund and payment of litigation expenses and costs (plus any interest on such amounts awarded at the same rate as earned on the Settlement Fund until paid), and service awards for DPPs to be paid from the Settlement Fund. Released Parties shall have no responsibility, financial obligation, or liability for any such fees, costs, expenses, or awards, which shall be paid exclusively from the Settlement Fund. Any issue or proceeding related to fee awards, costs and expenses, or service awards shall not impact this Settlement Agreement, the Effective Date, the effectiveness of this

Settlement Agreement's release of claims, or the finality of the Final Approval entered pursuant to this Settlement Agreement.

b. No fee award, award of litigation expenses and costs, or service award shall be distributed from the Settlement Fund until after the Effective Date.

c. If a service award or award of fees, costs, or expenses is vacated, reversed, or reduced subsequent to the disbursement of any such award, the recipient of such award shall within ten (10) Days after receiving written notice from the Court or a Party of such vacatur, reversal, or reduction, make a refund to the Escrow Account in the amount of such vacatur, reversal, or reduction, plus interest earned (net of any taxes paid on such interest).

17. Settlement Release. In addition to the effect of any Final Approval entered in accordance with this Settlement Agreement, upon the Effective Date, and in consideration of payment of the Settlement Amount, the non-monetary consideration set forth in Paragraph 12 and other material terms and material conditions of this Settlement Agreement, the Releasing Parties agree and hereby effectuate that Released Parties shall be completely and fully released, acquitted, and forever discharged and dismissed from the Action, and any and all claims, cross-claims, counter-claims, liabilities, demands, actions, judgments, suits, causes of action, obligations, debts, setoffs, rights of recovery, or liabilities of any kind whatsoever (however denominated), whether class or individual, joint or several, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, or damages, whenever incurred, known or unknown, foreseen or unforeseen, suspected or unsuspected, asserted or unasserted that Releasing Parties, or each of them, ever had, now has, or hereafter can, shall, or may have against any of the Released Parties on account of, or arising out of, or relating in any way to, any of the claims in the Action whether such claims are actual or alleged, whether legal or factual,

from the beginning of the world up to the date of this Settlement Agreement, including any conduct alleged and any cause of action asserted or that could have been alleged or asserted, based upon the allegations in the Action, including but not limited to those arising under any federal or state antitrust, unfair competition, unfair practices, consumer protection, unjust enrichment, price discrimination, unitary pricing, or trade practice law, except for claims to enforce any of the terms of this Settlement Agreement (the “Released Claims”). **This release is intended to be and is as broad and comprehensive as the law allows, both as to its subject matter and as to the persons and entities released.** This release of the Released Claims is binding on the Releasing Parties regardless of whether or not any member of the DPP Settlement Class has objected to this Settlement Agreement or makes a claim for monetary benefits from the Settlement Fund, whether directly, representatively, derivatively or in any other capacity. Releasing Parties, or anyone representing them or acting on their behalf, shall not encourage any individual or entity to sue Released Parties over matters related in any way to the Released Claims. However, this release does not preclude DPP Settlement Class members from pursuing claims (a) arising in the ordinary course of business under Article 2 of the Uniform Commercial Code (pertaining to sales), other than claims based in whole or in part on any of the Released Claims, or (b) solely for the purchase of PVCs and Fittings made indirectly from one or more of the Converter Defendants (or any of the Converter Defendants’ parents, predecessors, subsidiaries, or Affiliates), or (c) for negligence, breach of contract, bailment, failure to deliver, lost goods, damaged or delayed goods, breach of warranty, or product liability claims, other than claims based in whole or in part on any of the Released Claims.

18. Further Release. In addition to the provisions of Paragraph 17, the Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon the

Effective Date, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY,

or conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

This provision includes without limitation 20-7-11 of the South Dakota Codified Laws providing:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are released pursuant to this Settlement Agreement, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon the Effective Date, any known or unknown, suspected or unsuspected, accrued or unaccrued, contingent or non-contingent claim that the Releasing Parties have agreed to release pursuant to this Settlement Agreement or that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The foregoing release of unknown, unanticipated, unsuspected, unforeseen, and unaccrued losses or claims is contractual and not a mere recital. For the avoidance of doubt, Releasing Parties

also hereby agree that as of the Effective Date, they expressly waive and fully, finally, and forever settle and release any and all claims that would otherwise fall within the definition of Released Claims they may have against any Released Parties under §§ 17200, *et seq.*, of the California Business and Professions Code or any similar, comparable, or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims are hereby expressly incorporated into the definition of Released Claims.

19. Covenant Not to Sue. Upon the Effective Date, Releasing Parties covenant not to sue or threaten to sue any of the Released Parties for any transaction, event, circumstance, action, failure to act, or occurrence of any sort or type arising out of the Released Claims, including, without limitation, seeking to recover damages relating to any of the Released Claims. Upon the Effective Date, Releasing Parties shall be forever barred from initiating, asserting, maintaining, participating in, or prosecuting any and all Released Claims against any of the Released Parties. Subject to the provisions of Paragraphs 4 and 12, Releasing Parties further agree that they shall not hereafter initiate or participate (absent a subpoena) in any claim, lawsuit, administrative or other proceeding of any type in any way arising out of, related to, or involving those claims or allegations which were the subject of the Action or that are released hereunder and that implicate Released Parties. Nothing in this provision is intended to restrict or prohibit cooperation with any governmental investigation or inquiry. If a Releasing Party violates the covenant not to sue by asserting or threatening to assert a Released Claim against any of the Released Parties, that Releasing Party will promptly reimburse the Released Parties for the reasonable attorneys' fees and costs actually incurred to defend against the improperly asserted Released Claim. This Paragraph shall not apply to any action to enforce this Settlement Agreement.

20. No Admission.

a. Whether or not Preliminary Approval is granted, Final Approval is granted, or this Settlement Agreement is terminated, the Parties expressly agree that this Settlement Agreement and its contents, and any and all statements, negotiations, documents, and discussions associated with it, are not and shall not be deemed or construed to be an admission of liability or wrongdoing by any Party. The terms of this Settlement Agreement, and Settling Defendant's agreement to those terms, do not constitute an admission as to any legal or factual issue, including the certifiability of any class. The Parties agree that no Party shall be considered a prevailing party in the Action for any purpose.

b. This Settlement Agreement shall not be construed as an admission by Settling Defendant of liability, wrongdoing, or violation of any statute, law, rule, or regulation, nor of the truth of the allegations against Settling Defendant. This Settlement Agreement shall not be used as evidence of any of the foregoing for any purpose in any legal proceeding, claim, regulatory proceeding, or government investigation.

c. In the event this Settlement Agreement is terminated, then the pre-Settlement status of this Action shall be restored, and the Settlement Agreement shall have no effect on the rights of DPPs and the DPP Settlement Class or Settling Defendant to prosecute or defend the pending Action in any respect, including the right to litigate fully the issues related to class certification or any other defense, which rights Settling Defendant specifically and expressly retains, and there shall be no admission of any kind as to the certifiability of a litigation class or any other legal issue. For the avoidance of doubt, by stipulating for purposes of only this Settlement Agreement to the proposed DPP Settlement Class, Settling Defendant does not admit that the Rule 23 requirements are met for purposes of certifying a litigation class, or that antitrust injury or damages are provable on a class-wide basis as to a litigation class, or

that the DPP Settlement Class, as it is defined in Paragraph 5(a), would be appropriate for a litigation class.

21. Termination Events and Rights. This Settlement Agreement is conditioned upon entry of Preliminary Approval and Final Approval, and all terms and conditions thereof, without material changes, material amendments, or material modifications (except to the extent such changes, amendments, or modifications are agreed to in writing by the Parties).

a. Termination Based on Lack of Preliminary Approval or Final Approval. Either Party may elect to terminate this Settlement Agreement upon written notice to the other Party, after the occurrence of any of the following: (i) if the Court declines to grant or enter Preliminary Approval or Final Approval of this Settlement Agreement; (ii) if the Court's order(s) granting Preliminary Approval or Final Approval of this Settlement Agreement include(s) material changes, material amendments, or material modifications of the terms and conditions of this Settlement Agreement, including but not limited to changes to the class definition; or (iii) if the Court's order(s) granting Preliminary Approval or Final Approval of this Settlement Agreement is (are) materially modified, reversed, or vacated on appeal.

b. No Termination Due to Attorneys' Fees or Award. Notwithstanding the preceding subsection, and for the avoidance of doubt, the Parties may not terminate this Settlement Agreement because of the amount of any attorneys' fees or costs award authorized or denied by the Court; and any modification, reduction or rejection of the attorneys' fees or costs awarded by the Court, or any appellate court, shall not be a termination event, or in any way a basis for termination or rescission of this Settlement Agreement.

c. Termination Based on Exclusion Process and Limit. The Parties' Confidential Letter Agreement identifies the total dollar value of PVCs and Fittings directly sold by Settling Defendant to each DPP Settlement Class member, net of credits and rebates (to

the extent such information is reasonably available), during the period January 1, 2020, to March 31, 2026. By reference to these amounts, the Parties will calculate the percentage of Settling Defendant's total sales of PVCs and Fittings to DPP Settlement Class members, including Affiliates and assigns thereof, who timely and validly request to be excluded from the Settlement Agreement in accordance with the applicable provisions set forth in the Settlement Agreement, Class Notice, and Preliminary Approval order entered by the Court ("Opt-Out Percentage"). In addition to the termination events set forth in Paragraph 21(a), Settling Defendant may, in its sole discretion, terminate this Settlement Agreement if the Opt-Out Percentage exceeds a certain threshold (defined as the "Opt-Out Termination Threshold") that is set forth in the Parties' Confidential Letter Agreement. The Confidential Letter Agreement is available to the Court *in camera* upon request.

22. Effect of Termination. In the event that this Settlement Agreement is terminated, this Settlement Agreement shall become null and void, any Preliminary Approval entered by the Court and all of its provisions shall be vacated, any certification of a DPP Settlement Class for settlement purposes will be vacated, the Parties will be restored to their respective positions as if no Settlement Agreement had occurred, and the cooperation materials provided to DPPs by Settling Defendant under Paragraph 12 will be destroyed or returned to Settling Defendant within three (3) Days; provided, however, that the confidentiality obligations set forth in Paragraph 12 and Paragraph 39 shall survive any such termination. Further, in the event of termination by either Party under the terms of this Settlement Agreement, no term of this Settlement Agreement or any draft thereof, or any aspect of the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in or used as evidence for any purpose in any proceeding. Interim Lead Counsel shall take all steps necessary to ensure that the Escrow Agent returns all funds in

the Escrow Account to Settling Defendant, plus interest earned (net of any taxes paid or incurred on such interest), within 10 Days of written notice of termination, except for any funds from the Settlement Fund used for notice and administration purposes that are nonrefundable pursuant to Paragraph 7(e). None of the foregoing provisions shall be construed to prevent the Parties from agreeing to modify this Settlement Agreement to cure the reasons for any rejection, denial, modification, non-affirmance, or alteration of this Settlement Agreement by the Court or any appellate court.

23. Choice of Law and Dispute Resolution. Any disputes relating to this Settlement Agreement shall be governed by Illinois law without regard to conflicts of law provisions. Any and all disputes regarding this Settlement Agreement, including any aspect of its breadth, scope, interpretation, applicability, or the finalization of this Settlement Agreement, will be mediated in good faith before the Mediator (as defined in Paragraph 12(g)) or another mediator upon whom the Parties mutually agree before any suit, action, proceeding, or dispute may be filed in the Court pursuant to the terms of this Settlement Agreement.

24. Consent to Jurisdiction. Other than as set forth in Paragraph 23, the Parties and Releasing Parties hereby irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement, including, without limitation, any suit, action, proceeding, or dispute relating to the release provisions herein. Solely for purposes of such suit, action, proceeding, or dispute, to the fullest extent that they may effectively do so under applicable law, the Parties and Releasing Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the in personam jurisdiction of the Court. Nothing in this Paragraph shall prohibit (a) the assertion in any forum in which a claim is brought that any release herein is a defense, in whole or in part, to

the claim brought in that forum or (b) in the event that such a defense is asserted in such forum, the determination of its merits in that forum.

25. Binding Effect. Upon the Execution Date, this Settlement Agreement constitutes a binding, enforceable agreement as to the terms contained herein. This Settlement Agreement shall be binding upon, and inure to the benefit of, the Parties, the Releasing Parties, the Released Parties, Interim Lead Counsel, and their successors, assigns, and heirs. Without limiting the generality of the foregoing, upon Final Approval, each and every covenant and agreement herein by DPPs shall be binding upon all members of the DPP Settlement Class.

26. Sole Remedy. This Settlement Agreement shall provide the sole and exclusive remedy for any and all Released Claims against any of the Released Parties.

27. Admissibility to Enforce Agreement. It is agreed that this Settlement Agreement shall be admissible in any proceeding for establishing the terms of the Parties' agreement or for any purpose with respect to implementing or enforcing this Settlement Agreement.

28. Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given either by: (a) hand delivery; (b) registered or certified mail, return receipt requested, postage pre-paid; or (c) Federal Express or similar overnight courier, and, in the case of either (a), (b), or (c) shall be addressed:

If directed to DPPs or the DPP Settlement Class, to:

Robert N. Kaplan
Matthew P. McCahill
Elana Katcher
Carihanna Morrison
Kaplan Fox & Kilsheimer
LLP 800 Third Avenue, 38th
Floor New York, New York
10022 Tel: (212) 687-1980
rkaplan@kaplanfox.com
ekatcher@kaplanfox.com
mmccahill@kaplanfox.com
cmorrison@kaplanfox.com

If directed to Settling Defendant, to:

David C. Kully
HOLLAND & KNIGHT LLP
800 17th St. NW; Suite 1100
Washington, DC 20006
(202) 469-5415
david.kully@hkllaw.com

Timothy Ray
HOLLAND & KNIGHT LLP
150 North Riverside Plaza
Suite 2700
Chicago, Illinois 60606
(312) 928-6042
timothy.ray@hkllaw.com

or such other addresses as the Parties may designate, from time to time, by giving notice to all Parties hereto in the manner described in this Paragraph. **The Parties shall also provide copies of all notices by electronic mail.**

29. No Unstated Third-Party Beneficiaries. Except as expressly stated in this Settlement Agreement, no provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not one of the Parties, the Releasing Parties, the Released Parties, Interim Lead Counsel, or their successors, assigns, and heirs.

30. No Party Is the Drafter. None of the Parties shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation, or construction that would or might cause any provision to be construed against the drafter hereof.

31. Authority. Each of the Parties represents and warrants that it is authorized to enter into this Settlement Agreement, that it has authorized its undersigned counsel to enter into this Settlement Agreement on its behalf, and that it intends this Settlement Agreement to be a valid and binding obligation, enforceable in accordance with its terms.

32. Amendment and Waiver. This Settlement Agreement shall not be modified in any respect except by a writing executed by the Parties, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any particular breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement. Except as expressly provided in this Settlement Agreement, nothing herein waives or limits the Parties' rights and remedies for any breach of this Settlement Agreement.

33. Execution in Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. DocuSign, facsimile, or electronic mail signatures shall be considered as valid signatures.

34. Integrated Agreement. This Settlement Agreement comprises the entire, complete, and integrated agreement between the Parties, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations, drafts, term sheets, and discussions, either oral or written, between the Parties, and reflects the final and binding agreement between the Parties. The Parties agree that this Settlement Agreement may be modified only by a written instrument signed by the Parties and that no Party will assert any claim against another based on any alleged agreement affecting or relating to the terms of this Settlement Agreement not in writing and signed by the Parties.

35. Headings. The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

36. Voluntary Settlement. The Parties agree that this Settlement Agreement was negotiated in good faith by the Parties and reflects an agreement that was reached voluntarily, and

no Party has entered this Settlement Agreement as the result of any coercion or duress. Each of the Parties warrants that it has read this Settlement Agreement, has had the opportunity to consult counsel about this Settlement Agreement, understands this Settlement Agreement's terms, and freely and knowingly enters into this Settlement Agreement.

37. No Reliance. Each of the Parties acknowledges that (1) it is not entitled to any disclosure and is not relying upon any statement, understanding, representation, expectation, or agreement other than those expressly set forth in this Settlement Agreement; (2) it is relying upon its own knowledge and investigation, including formal and informal discovery in and relating to the Action, and upon the advice of its own counsel; (3) it knowingly waives any claim that this Settlement Agreement was induced by any misrepresentation or nondisclosure; and (4) it knowingly waives any right to rescind, amend, or avoid this Settlement Agreement based upon presently existing facts, known or unknown.

38. Assignment. DPPs represent and warrant that they have not assigned any of the Released Claims to any other person or entity. DPPs and Interim Lead Counsel further represent and warrant that, to their knowledge, no member of the DPP Settlement Class has assigned any of the Released Claims to any other person or entity, and DPPs and Interim Lead Counsel covenant that they will not encourage, solicit, or assist any member of the DPP Settlement Class in assigning any of the Released Claims.

39. Confidentiality. The Parties agree to keep the terms of this Settlement Agreement confidential until such time as DPPs seek Preliminary Approval of this Settlement Agreement in the Action, except as otherwise provided herein. Notwithstanding the foregoing: (1) Settling Defendant may disclose the fact and terms of this Settlement Agreement to its attorneys, auditors, accountants, and as necessary to satisfy regulatory and legal reporting obligations; and (2) Settling Defendant may disclose the fact of this Settlement Agreement to other Non-Settling

Defendants. The Parties may disclose the fact that they have entered into this Settlement Agreement as reasonably necessary to effectuate this Settlement Agreement. The Parties further agree to continue to maintain the confidentiality of all settlement discussions and communications exchanged in the course of reaching and entering into this Settlement Agreement, unless and until the Parties agree to disclose such information. The Parties agree that this Settlement Agreement will become public when it is filed with the Court as an exhibit to DPPs' motion for Preliminary Approval. The obligations of the Parties under this Paragraph and the confidentiality obligations set forth in Paragraph 12 shall survive any termination of this Settlement Agreement. Notwithstanding the foregoing, the Parties shall keep the terms of the Confidential Letter Agreement confidential and shall not disclose the terms of the Confidential Letter Agreement except to the Court *in camera* upon request.

40. Privilege. Nothing in this Settlement Agreement, or the negotiations or proceedings relating to the foregoing, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, the accountant-client privilege, the attorney-client privilege, the joint litigant privilege, the common interest privilege, and the attorney work product privilege.

41. Public Comments and Non-Disparagement. DPPs and Interim Lead Counsel agree they will not disparage the Released Parties, and instead will confine their public comments to essentially the following: "The parties have agreed to resolve this matter. Settling Defendant has not admitted any liability for the claims alleged in DPPs' complaint."

* * * * *

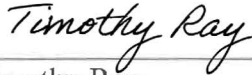
IN WITNESS WHEREOF, the Parties, individually or through their duly authorized representatives, enter into this Settlement Agreement on the Execution Date.



Robert N. Kaplan
KAPLAN FOX & KILSHEIMER LLP
800 Third Avenue, 38th Floor
New York, New York 10022
Tel: (212) 687-1980
rkaplan@kaplanfox.com

Dated: June 24, 2026

Interim Lead Counsel for the Direct Purchaser
Plaintiff Class



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Dated: June 24, 2026

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Counsel for Defendant Pipelife Jet Stream,
Inc.

EXHIBIT B



**SETTLEMENT
SERVICES**



Connecting Our Customers to Streamlined Settlement Services

Our National Settlement team has handled more than 5,500 settlements for law firms, claims administrators and regulatory agencies. These cases represent over \$75 billion with more than 200 million checks – including some of the largest settlements in U.S. history.

5,500+ Settlements 200M+ Checks \$75B+ Disbursed

Including these Settlements

\$7.25B

Payment Card Interchange Fee Settlement Fund

\$4.0B

Madoff Victim Fund

\$2.9B

Petrobras Securities Litigation

\$2.4B

SEC v. Bank of America Securities Settlement

\$2.3B

FX Benchmark Rates Antitrust Settlement

\$1.5B

National Mortgage Settlement

\$926M

Stryker Modular Hip Settlement

\$735M

U.S. Dept. of Justice Adelphia Victim Remission

\$525M

Lehman Brothers Securities Settlement Fund

\$200M

SEC v. JPMorgan Chase Settlement

\$153M

HealthSouth Securities Settlement Fund

Experience Matters

The Huntington National Settlement team has spent nearly 20 years working within the class action industry, building an extensive network of contacts with law firms, government regulators, claims administrators, and other stakeholders. We use this expertise to simplify the banking process for you, providing seamless service through the life of a case. By putting the business of settlement fund banking in the hands of our specialists, you can focus on the case at hand.



Disbursement Services

BUSINESS ONLINE

View the account balance and transaction history, search for transactions, view check images, place stop payments, initiate wire transfers, set up reports, and more through the same easy-to-navigate platform.

POSITIVE PAY

Huntington Positive Pay automates daily monitoring for the settlement fund. The claims administrator will transmit the dollar amount, date, payee and other pertinent issue information for each claimant check.

ACH POSITIVE PAY

With ACH Blocks, you can stop any ACH debit to your account. This can prevent any unauthorized electronic transactions from occurring on your account.

Investment Options

Huntington can provide a variety of investment options¹ for the settlement fund escrow account:

FDIC Pass-Through Insured Accounts

IntraFi Cash ServiceSM(ICS)²

U.S. Treasury Money Market Mutual Fund

Government Obligations Money Market Mutual Fund

Treasury Bills

U.S. Government Securities

Settlement Phases

At Huntington we will work with you from the first deposit to the last disbursement, providing customized solutions for both the Escrow and Distribution phases:

ESCROW PHASE

Investment options backed by the full faith and credit of the U.S. Government

Broad network of law firms, regulators and claims administrators

Proven track record with a \$9 billion escrow portfolio

Seamless integration from escrow through distribution

DISTRIBUTION PHASE

Fraud protection services

Master agreements to simplify the process

Advance Reporting Tools

Extensive experience with over 5,500 cases

Digital Payment Services



Commitment to the Industry

We support numerous legal and trade organizations in the industry, often in leadership positions. We helped organize three national conferences to share best practices among law firms, claims administrators, custodians and regulators. Groups we support include:

- American Antitrust Institute (AAI)
- American Association for Justice (AAJ)
- American Constitution Society (ACS)
- Committee to Support the Antitrust Laws (COSAL)
- Institute for Law and Economic Policy (ILEP)
- National Association of Shareholder & Consumer Attorneys (NASCAT)
- Public Interest Law Center
- Public Justice Foundation
- Women Antitrust Plaintiffs' Attorneys (WAPA)

Huntington National
Settlements
Actively Serving

50
STATES

The Huntington
National Bank
Full-service Footprint

11
STATES

GET CONNECTED

Reach out to our Huntington National Settlement team about your next settlement case.

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Huntington Bancshares Incorporated is a regional bank holding company headquartered in Columbus, Ohio, with \$187 billion of assets and a network of more than 1000 full-service branches. Founded in 1866, The Huntington National Bank and its affiliates provide consumer, small business, commercial, treasury management, wealth management, brokerage, trust, and insurance services. Huntington also provides auto dealer, equipment finance, national settlement and capital market services that extend beyond its core states.

1 Securities products and services are offered by licensed securities representatives of Huntington Securities, Inc., registered broker dealer and member FINRA/SIPC. Trust and certain investment management products and services are provided by The Huntington National Bank, a national bank with fiduciary powers. Huntington Securities, Inc. and The Huntington National Bank are wholly owned subsidiaries of Huntington Bancshares Incorporated.

2 Deposit placement through CDARS or ICS is subject to the terms, conditions, and disclosures in applicable agreements. Although deposits are placed in increments that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA") at any one destination bank, a depositor's balances at the institution that places deposits may exceed the SMDIA (e.g., before settlement for deposits or after settlement for withdrawals) or be uninsured (if the placing institution is not an insured bank). The depositor must make any necessary arrangements to protect such balances consistent with applicable law and must determine whether placement through CDARS or ICS satisfies any restrictions on its deposits. A list identifying IntraFi network banks appears at <https://www.intrafi.com/network-banks>. The depositor may exclude banks from eligibility to receive its funds. IntraFi and ICS are registered service marks, and IntraFi Cash Service is a service mark, of IntraFi Network LLC.

When placing your deposits using ICS or CDARS, The Huntington National Bank acts as your agent and not as your investment advisor. Your funds placed by The Huntington National Bank using ICS or CDARS are placed into deposit accounts at other IntraFi network banks and are the deposit obligation of those banks.

Investment, Insurance and Non-Deposit Trust products are:
NOT A DEPOSIT • NOT FDIC INSURED • NOT GUARANTEED BY THE BANK
• NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY • MAY LOSE VALUE



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