

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

*In re PVC Pipe Antitrust Litigation*

Case No. 24 C 07639

Hon. LaShonda A. Hunt

THIS DOCUMENT RELATES TO:

*The Direct Purchaser Plaintiff Class*

**ORDER FINALLY APPROVING THE DIRECT PURCHASER PLAINTIFFS' ("DPPs")  
CLASS ACTION SETTLEMENT WITH DEFENDANT OIL PRICE INFORMATION  
SERVICE, LLC ("OPIS")**

**AND**

**GRANTING FINAL JUDGMENT AS TO OPIS**

On June 3, 2026, at 10:00 a.m. Central Time, this Court held a telephonic hearing on Direct Purchaser Plaintiffs' ("DPPs") Motion for Final Approval of the Settlement with Oil Price Information Service, LLC (here, "OPIS" or the "Settling Defendant"). DPPs (who together with OPIS, are referred to collectively as the "Parties") have entered into a Settlement Agreement with the Settling Defendant. Having reviewed the Settlement Agreement, DPPs' final approval filings (including the brief, declaration, and all exhibits thereto) and all other relevant case filings, the Court hereby finds that DPPs' motion should be **GRANTED**, and that Final Judgment should be entered as to OPIS.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. For purposes of this Order and Final Judgment, except as otherwise defined herein, the Court adopts and incorporates the definitions contained in the Settlement Agreement, ECF No.

304-1, filed on June 6, 2025.

2. This Court has jurisdiction over this subject matter of this litigation, including the actions within this litigation, and over the Parties to the Settlement Agreement, including the Settling Defendant and all members of the DPP Settlement Class who did not timely and validly request to be excluded from the DPP Settlement Class.

3. Pursuant to Fed. R. Civ. P. 23(g), the law firm of Kaplan Fox & Kilsheimer, LLP, which the Court previously appointed as Interim Lead Counsel for the Direct Purchaser Plaintiff Class, is appointed as Settlement Class Counsel for the DPP Settlement Class, as it has and will fairly and competently represent the interests of the DPP Settlement Class.

4. Finding that they will fairly and adequately protect the interests of the DPP Settlement Class, the Court appoints DPPs Bill Wagner & Son, Inc., Vitolite Electric Sales Company, and Hodges Supply Company, as the Representatives for the DPP Settlement Class.

5. Pursuant to Federal Rule of Civil Procedure 23, the Court certifies for settlement purposes only the following DPP Settlement Class:

All persons and entities who purchased PVC Pipes in the United States directly from one or more of the Converter Defendants (or from any of the Converter Defendants' parents, predecessors, subsidiaries or affiliates) at any time between April 1, 2021 through May 16, 2025. Excluded from the Class are Defendants, and their parents, predecessors, subsidiaries, and affiliates, and all federal government entities and instrumentalities of the federal government.

6. The Court further finds that the prerequisites to a class action under Fed. R. Civ. P. 23 are satisfied for settlement purposes only in that: (a) there are thousands of geographically-dispersed members of the DPP Settlement Class, making joinder of all members impracticable; (b) there are questions of law and fact common to the DPP Settlement Class that predominate over individual issues; (c) the claims or defenses of the Representative of the DPP Settlement Class are typical of the claims or defenses of the DPP Settlement Class; (d) the Representatives of the DPP

Settlement Class will fairly and adequately protect the interests of the DPP Settlement Class, and has retained counsel experienced in antitrust class action litigation who have, and will continue to, adequately represent the DPP Settlement Class; and (e) a class action is superior to individual actions.

7. The Court hereby finally approves the Settlement Agreement and finds that said Settlement Agreement was reached in good faith and is, in all respects, fair, reasonable and adequate to the DPP Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure, and directs that the Settlement Agreement and all its material terms and conditions, without material modification of those terms and conditions, be implanted, performed, and consummated.

8. The Court finds that the Notice provided to the DPP Settlement Class constituted the best notice practicable under the circumstances of the Settlement Agreement and the Fairness Hearing, and constituted due and sufficient notice for all other purposes to all person entitled to receive notice.

9. The DPPs' Complaint, and all other complaints, asserted by the Releasing Parties in the Action are hereby **dismissed with prejudice as to OPIS only**, without further costs or fees.

10. Upon the entry of this Order and Final Judgment, the Releasing Parties shall be deemed to have fully, finally, and forever completely compromised, settled, released, acquitted, resolved, relinquished, waived, and discharged the OPIS Released Parties from any and all claims, demands, actions, injuries, losses, damages, suits, and causes of action relating to the PVC Pipe Market, including but not limited to all claims that have been asserted, or could have been asserted, in the Action, whether class, individual, or otherwise in nature that the Releasing Parties ever had, now have, or hereafter can, shall, or may ever have, known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated, through the Execution

Date of the Settlement Agreement (the “Released Claims”), except for claims to enforce any of the terms of this Settlement Agreement. 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 the Settlement or makes a claim in the Settlement, whether directly, representatively, derivatively or in any other capacity.

11. In addition, upon entry of this Final Judgment, the Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, 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 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, including 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 the provisions of Paragraph 10 of this Final Judgment, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon entry of this Final Judgment, any known or unknown, suspected or

unsuspected, contingent or non-contingent claim that the Releasing Parties have agreed to release pursuant to Paragraph 10 of this Final Judgment 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.

12. The Releasing Parties are hereby enjoined from suing 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 or injunctive relief relating to any of the Released Claims.

13. The Court finds that OPIS has served appropriate notice upon the appropriate state officials and the appropriate federal official pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1711 *et seq.*

14. No objections to the Settlement were filed.

15. The persons or entities who validly requested to be excluded from the DPP Settlement Class are listed in Exhibit A attached hereto. Such persons or entities are not entitled to any recovery from the Settlement Fund. Furthermore, nothing in this Final Judgment shall be construed as a determination by this Court that any person or entity satisfies the criteria for membership in the DPP Settlement Class merely because it or they filed a request for exclusion.

16. Without affecting the finality of this Final Judgment, this Court hereby retains continuing exclusive jurisdiction over the Settlement Agreement for all purposes, including: (a) consummation, administration and implementation of the Settlement Agreement and any allocation or distribution to DPP Settlement Class members pursuant to further orders of this Court; (b) the disposition of any Settlement Fund; (c) hearing and determining applications by the

DPPs for attorney's fees, costs, expenses, and interest; (d) the actions until the Final Judgment has become effective and each and every act agreed to be performed by the Parties all have been performed pursuant to the Settlement Agreement; (e) hearing and ruling on any matters relating to any plan of allocation or distribution of proceeds from the Settlement; and (f) the Parties to the Settlement Agreement for the purpose of enforcing and administering the Settlement Agreement and the releases contemplated by, or executed in connection with, the Settlement Agreement.

17. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil Procedure, that final judgment as to OPIS should be entered, and further finds that there is no just reason for delay in the entry of this Final Judgment as to OPIS as provided herein is without prejudice to, or waiver of the rights of, any other Defendant to contest class certification of any class proposed in this case.

**DATED:** June 3, 2026

**ENTERED:**

A handwritten signature in black ink that reads "LaShonda A. Hunt". The signature is written in a cursive, flowing style.

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LaShonda A. Hunt  
United States District Judge

# **EXHIBIT A**



*In re PVC Pipe Antitrust Litigation*  
Case No. 1:24-cv-07639 (N.D. Ill)

**OPIS Direct Purchaser Settlement Exclusion Requests**

#	Class Member	Status
1	Star Mechanical Supply Co Inc.	Valid
2	Star Wholesale Supply Co Inc.	Valid
3	Fastenal Company	Valid