

Exhibit J

**UNITED STATES DISTRICT COURT
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:

NON-CONVERTER SELLER
PURCHASER CLASS PLAINTIFFS AND
END-USER CLASS PLAINTIFFS

**ADDENDUM TO LONG-FORM SETTLEMENT AGREEMENT BETWEEN NON-
CONVERTER SELLER PURCHASER CLASS PLAINTIFFS AND DEFENDANT OIL
PRICE INFORMATION SERVICE, LLC**

Oil Price Information Service, LLC (“OPIS”), through its undersigned counsel; Non-Converter Seller Purchaser Plaintiffs (“NCSPs”), through NCSP Class Counsel (as defined in paragraph 5.b. herein) for the proposed NCSP Class (as defined in paragraph 4 herein); and End-User Plaintiffs (“End-Users”), through End-User Class Counsel (as defined in paragraph 5.a. herein) for the proposed End-User Class (as defined in paragraph 4 herein) (collectively the “Parties”), hereby enter into this Addendum (hereinafter, the “Addendum”) to the Long-Form Settlement Agreement Between Non-Converter Seller Purchaser Class Plaintiffs and Defendant Oil Price Information Service, LLC dated May 16, 2025 (hereinafter, the “Settlement Agreement”). NCSPs, on behalf of themselves and the proposed NCSP Class; End-Users, on behalf of themselves and the proposed End-User Class; and OPIS are referred to herein collectively as the “Parties” or individually as a “Party.”

WHEREAS, on October 17, 2024, the Court presiding over the Action¹ issued an order appointing NCSP Class Counsel as interim co-lead counsel of a putative class consisting of “all purchasers of PVC Pipes through a non-converter seller” (ECF No. 164);

WHEREAS, on June 6, 2025, the Court granted in part the End-User Plaintiffs’ Motion for Leave to Plead a Separate End-User Class (ECF No. 307);

WHEREAS, on June 23, 2025, the Court appointed Pearson Warshaw, LLP and Fegan Scott LLC as co-lead interim counsel for the End-User Class (“End-User Class Counsel”) (ECF No. 340);

¹ Unless specifically noted, all defined terms in this Addendum shall have the same meaning as in the Settlement Agreement.

WHEREAS, End-User Class Counsel, NCSP Class Counsel, and counsel for OPIS have had extensive discussions and in light of the aforementioned orders and developments, have agreed to enter into this Addendum to the Settlement Agreement;

WHEREAS, End-User Class Counsel evaluated the sufficiency of the Settlement Agreement and the benefits it provides to the End-User Class and engaged in arm's-length negotiations with counsel for OPIS and NCSP Class Counsel regarding the terms of this Addendum and the Settlement Agreement;

WHEREAS, it is the intention of the Parties that the Settlement Agreement and this Addendum collectively embody all of the terms and conditions of the settlement between OPIS and the NCSP Class and End-User Class;

WHEREAS, End-User Class Counsel and NCSP Class Counsel have concluded, after investigation of the facts and after considering the circumstances and the applicable law, that it is in the best interests of the proposed End-User Class and the proposed NCSP Class to enter into this Addendum given the benefits of the Settlement Agreement and their desire to avoid the uncertainties of further complex litigation, and to obtain the significant early benefits provided in the Settlement Agreement;

WHEREAS, End-User Class Counsel and NCSP Class Counsel believe the cooperation and other relief provided by OPIS (as set forth in Paragraphs 10 and 11 of the Settlement Agreement and Paragraph 7 of this Addendum) and the Settlement Fund reflects fair, reasonable, and adequate consideration for the proposed End-User Class and proposed NCSP Class to release, settle, and discharge the claims against OPIS covered by the release in the Settlement Agreement, including their claims that End-Users and NCSPs were overcharged in connection with the alleged anticompetitive conduct of which OPIS is accused;

NOW THEREFORE, in consideration of the foregoing, the terms and conditions set forth in the Settlement Agreement and in this Addendum, and other good and valuable consideration, to clarify and affirm the application of the terms and conditions of the Settlement Agreement as to the NCSP Class and End-User Class, and affirm that the claims of the NCSP Class and End-User Class be settled, compromised, and dismissed on the merits with prejudice as to OPIS, subject to Court approval, and that OPIS be forever fully discharged and released from any and all claims as set forth in the Settlement Agreement, it is agreed by and among the Parties that:

1. The End-User Class has and shall have the same rights, benefits, and obligations under the Settlement Agreement as the NCSP Class, and is bound by the terms of the Settlement Agreement including as modified by this Addendum.

2. The NCSP Class has and shall have the same rights, benefits, and obligations under the Settlement Agreement as the End-User Class, and is bound by the terms of the Settlement Agreement including as modified by this Addendum.

3. Upon execution of this Addendum, OPIS shall have the same rights, benefits, and obligations under the Settlement Agreement with regard to both the End-User Class and the NCSP Class, and is bound by the terms of the Settlement Agreement including as modified by this Addendum.

4. Settlement Class Definitions.

a. Paragraph 4(a) of the Settlement Agreement is superseded by and replaced with the following language:

Certification of Settlement Classes.

NCSP Class: NCSPs shall seek, and OPIS shall not object to, appointment of NCSP Class Counsel as Settlement Class Counsel for the NCSP Class (defined below) for

purposes of this Settlement, and certification in the Action of a NCSP Settlement Class, for settlement purpose only, defined as:

All entities and persons who purchased PVC Pipe in the United States between January 1, 2021 through May 16, 2025 (1) directly from a seller that bought the PVC Pipe from a Converter Defendant that was (2) manufactured by a Converter Defendant.

Specifically excluded from the NCSP Class are (1) all public water systems, public wastewater systems, and suppliers of public energy or electricity, (2) Defendants; the officers, directors, or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir, or assign of any Defendant, and (3) any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, any juror assigned to this action, any business majority-owned by any such person, and any Co-Conspirator identified in this Action.

End-User Class: End-Users shall seek, and OPIS shall not object to, appointment of End-User Class Counsel as Settlement Class Counsel for the End-User Class (defined below) for purposes of this Settlement, and certification in the Action of an End-User Settlement Class, for settlement purposes only, defined as:

All purchasers of PVC pipe in the United States between January 1, 2021 through May 16, 2025 who fall into any of the following categories: (1) All public water systems that purchased PVC Pipe for end use, including in connection with the treatment or supply of water; (2) All public wastewater systems that purchased PVC pipe for end use, including for the collection, disposal, or treatment of wastewater; (3) All suppliers of public energy or electricity that purchased PVC pipe for end use, including in connection with the supply of electricity for public consumption; or (4) All purchasers of PVC Pipe that purchased from a seller who purchased the product indirectly from Defendants.

Specifically excluded from the End-User Class are Defendants; the officers, directors, or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir, or assign of any Defendant. Also excluded from the End-User Class is any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, any juror assigned to this action, any business majority-owned by any such person, and any Co-Conspirator identified in this Action.

b. For the avoidance of doubt, all members of the originally proposed NCSP Settlement Class, as set forth in Paragraph 4(a) of the Settlement Agreement, are intended to be included as members of either the NCSP Class or End-User Class, as defined in this Addendum.

5. Addendum Definitions. The following terms, as used in this Addendum, shall have the following meanings ascribed to them for purposes of this Addendum.

a. “End-User Class Counsel” means Pearson Warshaw, LLP and Fegan Scott LLC., as appointed by the Court (ECF No. 337).

b. “NCSP Class Counsel” means Lockridge Grindal Nauen PLLP and Scott+Scott Attorneys at Law LLP, as appointed by the Court (ECF No. 164).

c. “Settlement Class Counsel” means NCSP Class Counsel and End-User Class Counsel, collectively.

d. “Settlement Classes” means the NCSP Class and the End-User Class, collectively (and each is a “Settlement Class”).

e. “Settling Plaintiffs” means NCSPs and End-Users, collectively.

6. Revised Settlement Agreement Definitions and Terms. The following terms and definitions, as set forth in the Settlement Agreement, are amended and clarified as follows:

a. All references in the Settlement Agreement to “Interim Co-Lead Counsel,” with respect to any and all actions contemplated or required by the Settlement Agreement that have not yet been undertaken, means Settlement Class Counsel (as defined in paragraph 5.c. herein).

b. All references in the Settlement Agreement to “NCSP Class” and/or “NCSP Settlement Classes,” with respect to any and all actions contemplated or required by the Settlement Agreement that have not yet been undertaken, means the Settlement Classes (as defined in paragraph 5.d. herein).

c. All references in the Settlement Agreement to “NCSPs,” with respect to any and all actions contemplated or required by the Settlement Agreement that have not yet been undertaken, means the Settling Plaintiffs (as defined in paragraph 5.e herein).

d. All references in the Settlement Agreement to “Parties,” with respect to any and all actions contemplated or required by the Settlement Agreement that have not yet been undertaken, means OPIS, NCSPs, and End-Users, collectively (and each, individually, is a “Party”).

e. The reference in the Confidential Side Letter to “individual NCSP Class members” means “individual members of the Settlement Classes, collectively.”

f. For any notice under Paragraph 28 of the Settlement Agreement, (1) if directed to NCSPs or the NCSP Settlement Class, or any of its members, shall be addressed to: Brian D. Clark and Karin E. Garvey at the addresses listed in the signature blocks of this Addendum; and (2) if directed to End-Users or the End-User Settlement Class, or any of its members, shall be addressed to Elizabeth A. Fegan and Bobby Pouya at the addresses listed in the signature blocks of this Addendum.

g. Unless otherwise noted in this Addendum, all terms and definitions set forth in the Settlement Agreement remain the same as in the Settlement Agreement.

7. Cooperation. The End-User Class shall have the same rights to Cooperation under the Settlement Agreement as the NCSP Class, including the rights set forth in Paragraph 10 of the Settlement Agreement. Nothing in this Addendum shall add any cooperation obligations for OPIS, with the sole exceptions that (1) on July 11, 2025 OPIS provided the End-User Class with an initial attorney proffer consistent with Paragraph 10(a) of the Settlement Agreement, which shall not count against the total proffer time provided for under the Settlement Agreement (seven hours

total) and (2) OPIS has also already provided the End-User Class with access to documents previously produced to the NCSP Class, under Paragraph 10(d) of the Settlement Agreement.

8. Settlement Fund.

a. The End-User Class and NCSP Class agree that the primary value of the Settlement with OPIS is in the cooperation and compliance provisions contained in Paragraphs 10 and 11 of the Settlement Agreement, and that the End-User Class and NCSP Class share the same rights and benefits under Paragraphs 10 and 11 of the Settlement Agreement. The End-User Class and NCSP Class, by and through court appointed lead counsel, have evaluated the monetary value of the settlement and affirm and agree that the Settlement Fund in the amount of \$3,000,000 provides sufficient monetary relief collectively for both the End-User Class and the NCSP Class. The Settlement Fund shall be held in an interest-bearing Escrow Account maintained by the Escrow Agent on behalf of the NCSP Class and the End-User Class, in accordance with Paragraphs 8 and 9 of the Settlement Agreement. Except for the provision of Class Notice consistent with the Settlement Agreement and this Addendum, no portion of the Settlement Fund shall be distributed without the consent of NCSP Class Counsel and End-User Class Counsel and/or a Court order permitting such distribution. The Settlement Fund will be used to pay all valid settlement claims submitted by NCSP Class and End-User Class members at a future date, as well as all settlement Class Notice and administration costs, and all attorneys' fees and any service awards from the Settlement Agreement approved by the Court for the NCSP Class or End-User Class. For the avoidance of doubt, the Settlement Sum is the maximum amount that OPIS will be obligated to pay in consideration of the Settlement, and under no circumstances will OPIS be obligated to provide any additional monetary consideration in connection with the Settlement.

b. Prior to the distribution or withdrawal of any portion of the Settlement Fund except for the provision of Class Notice, NCSP Class Counsel and End-User Class Counsel shall meet and confer and attempt to reach an agreement regarding the appropriate allocation of the Settlement Fund between the NCSP Class and the End-User Class. If the NCSP Class and the End-User Class cannot reach an agreement, they will engage in private mediation efforts within four weeks of reaching impasse. If good faith mediation fails to resolve the impasse, then, and only then, may the parties each file a contemporaneous motion in support of their proposed allocation plan. This allocation process is agreed to for the limited purpose of the Settlement with OPIS and should not be viewed as a procedural or substantive concession by either the NCSP Class or the End-User Class for the duration of the Action. For the avoidance of doubt, and as stated in Paragraph 13 of the Settlement Agreement, after paying the Settlement Sum, OPIS 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 OPIS shall not be responsible for any disputes relating to the allocation or distribution of any amounts, fees, or expenses, including attorneys' fees. Any issues or proceedings related to the distribution plan shall not impact the Settlement Agreement as modified by this Addendum or the finality of the Final Approval or Final Judgment entered pursuant to the Settlement Agreement as modified by this Addendum.

Nothing in the foregoing paragraph shall impact the timing contemplated by the Settlement Agreement for preliminary approval of the Settlement.

9. Class Settlement Approval: On Monday, July 14, 2025, the NCSP and End-User Classes will jointly file a further response in support of the Motion for Preliminary Approval. Such further response will explain (1) the fact of the signing of this Addendum and attach a copy of this Addendum, (2) the appropriateness of granting preliminary approval to the Settlement Agreement

on behalf of the NCSP and End-User Classes as set forth in this Addendum, (3) that the parties propose filing a revised NCSP motion for approval of a plan of notice and a motion by End-User Class for approval of a plan of notice, no later than July 29, 2025, and (4) that the parties are submitting a revised proposed order consistent with these revised procedures.

10. Class Notice. By July 29, 2025 Interim Co-Lead Counsel for the NCSP Class shall file an amended plan of notice for the NCSP Class consistent with Paragraph 6 of the Settlement Agreement and this Addendum. By July 29, 2025 End-User Class Counsel shall file a motion for approval of a plan of notice to the End-User Class that is consistent with and complies with Paragraph 6 of the Settlement Agreement. To the extent feasible, the End-User Class will coordinate with the NCSP Class on the timing and dissemination of notice. Costs of notice actually incurred that Interim Co-Lead Counsel for the NCSP Class or End-User Class Counsel are permitted to withdraw from the Settlement Fund either pursuant to the Parties' Settlement Agreement or order of the Court, shall be nonrefundable in an amount up to \$125,000 for each class (\$250,000 total) if, for any reason, this Settlement Agreement is terminated according to its terms or is not granted Final Approval by the Court.

11. To the extent there are any irreconcilable inconsistencies between this Addendum and any and all terms of the Settlement Agreement that are not modified by this Addendum, the terms of the Settlement Agreement control.

[SIGNATURES ON NEXT PAGE]

Dated: 7/13/2025

DocuSigned by:

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Dated: 7/13/2025

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Dated: 7/13/2025

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Dated: 7/13/2025

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