

**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

Non-Converter Seller Purchaser and End-User  
Classes

**JOINT SUPPLEMENTAL MEMORANDUM IN FURTHER SUPPORT OF NON-  
CONVERTER-SELLER PURCHASER CLASS PLAINTIFFS’ MOTION—UNOPPOSED  
BY SETTLING DEFENDANT OIL PRICE INFORMATION SERVICE, LLC (“OPIS”)—  
FOR PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT WITH  
DEFENDANT OPIS AND RELATED RELIEF (ECF NO. 293)**

Non-Converter Seller Purchaser Plaintiffs (“NCSPs”) and End-User Class Plaintiffs (End-User Class”) jointly submit this response in further support of Non-Converter-Seller Purchaser Class Plaintiffs’ Motion—Unopposed by Settling Defendant Oil Price Information Service, LLC (“OPIS”)—for Preliminary Approval of Settlement Agreement with Defendant OPIS and Related Relief. (ECF No. 293) (“Preliminary Approval Motion”).

The Court’s orders creating a separate End-User Class (ECF No. 307) and appointing End-User Class Counsel (ECF No. 337) did not impact the substance of the Long-Form Settlement Agreement Between Non-Converter Seller Purchaser Class Plaintiffs And Defendant Oil Price Information Service, LLC (“OPIS Settlement”) and the related Motion for Preliminary Approval, but left two technical issues to address: (1) the class definitions of the NCSP Class and End-User Class, and (2) the End-User Class’s consent to the proposed settlement with Defendant OPIS and any amendments relating thereto. The NCSPs, End-User Class, and OPIS have conferred extensively and are pleased to inform the Court that they have addressed and resolved each of these issues, and request the Court grant the Preliminary Approval Motion of the OPIS Settlement.

The parties' agreements are detailed in this brief, as well as the Addendum to the OPIS Settlement, which is attached hereto as **Exhibit A** ("Addendum"). The parties will also be submitting an Amended Proposed Order in support of the Preliminary Approval Motion.

NCSPs, End-Users, and OPIS respectfully submit that the Settlement Agreement as modified by the Addendum satisfies all of the requirements for preliminary approval and request that Court enter the Amended Proposed Order approving the Settlement Agreement. Appointed counsel for the NCSP Class and End-User Class will be prepared to address at tomorrow's hearing any questions the Court may have regarding the Addendum to the OPIS Settlement or the Amended Proposed Order.

**1. NCSPs and the End-Users Reached Agreement on Class Definitions**

Consistent with the Court's directives (ECF No. 321), NCSP and End-User Class Counsel worked cooperatively to reach a consensus on the appropriate class definitions for the NCSP Class and End-User Class, which are as follows:

**NCSP Class**

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**

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.

The NCSP Class and End-User Class respectively satisfy the requirements for Rule 23 and should be certified by the Court for settlement purposes. The above classes both separately satisfy the requirements of Rule 23(a) because: (1) both classes are so numerous that joinder of all members would be impracticable; (2) there are questions of law and fact common to both classes; (3) the claims of the representative parties are typical of the claims of the respective classes; and (4) the representative parties will continue to fairly and adequately protect the interests of the respective classes. Moreover, under Rule 23(b), questions of law and fact common to both class's respective members predominate over any questions affecting only individual class members, and therefore, a class action is far superior to other available methods for fairly and efficiently adjudicating this controversy.

Notably, these class definitions are consistent with the Court's orders and directives regarding the creation of the separate End-User Class and modified NCSP Class. The Court has previously appointed Lockridge Grindal Nauen PLLP and Scott+Scott Attorneys at Law LLP as Co-Lead Counsel for the NCSP Class (ECF No. 164) and Pearson Warshaw, LLP and Fegan Scott at Co-Lead Counsel for the End-User Class (ECF No. 337). Furthermore, each of the classes are represented by class representatives who fall within the respective NCSP Class and End-User Class definitions. The Court should therefore certify the End-User Class and NCSP Class for settlement purposes consistent with Rule 23.

**2. End-User Plaintiffs Consent to the Settlement with OPIS, and the Settlement is Fair, Reasonable, and Adequate Under Rule 23.**

Following their appointment on June 18, 2025, End-User Class Counsel independently evaluated and scrutinized the terms of the proposed OPIS Settlement, and held several arm's-length negotiations with outside counsel for OPIS and NCSP Counsel regarding the fairness and adequacy of the Settlement Agreement, and its application to the End-User Class. These negotiations resulted in all parties agreeing to the terms of the Addendum, which confirms that the End-User Class consents to the Settlement Agreement with OPIS (ECF No. 296-1) and clarifies the application of various aspects of that agreement to the newly created End-User Class.

Notably, the Addendum provides the End-User Class shall have the same rights to Cooperation under the Settlement Agreement as the NCSP Class. *See* Addendum at ¶ 5. The End-User Class has already received these benefits, including an initial attorney proffer by OPIS, and access to documents previously produced to the NCSP Class under the Settlement Agreement. Assuming preliminary approval is granted, the End-User Class will benefit from this cooperation to prosecute its claims, including filing an amended complaint. The Addendum further sets forth a procedure for the allocation of the \$3,000,000 Settlement Fund between the NCSP Class and

End-User Classes, prior to the distribution of the settlement proceeds to the class members. *See* Addendum, ¶ 6.

The Addendum also addresses the dissemination of Class Notice to the NCSP and End-User Classes. *See* Addendum, ¶ 8. In order to avoid delay in the case management schedule, the Addendum: (1) contemplates the granting of preliminary approval in connection with the July 15, 2025 hearing on NCSPs' Preliminary Approval Motion, and (2) provides a deadline of July 29, 2025, for the submission of a revised plan of notice to the NCSP Class and the submission of a motion for approval of a plan of notice by End-Users. By separating preliminary approval from approval of a plan of notice, the Court and the Classes avoid any further delay in proceeding with amended complaints (ECF No. 349), which all Plaintiffs and non-settling Defendants have proposed to be due thirty (30) days after the Court grants preliminary approval of the NCSP and End-User Classes' settlements with OPIS.

### **3. Conclusion**

Through extensive arm's-length negotiations, the parties have reached agreement on the terms of an OPIS Settlement Agreement that is fair, reasonable, and adequate for the NCSP Class and End-User Class. The NCSP Class and End-User Class respectfully submit that the OPIS Settlement satisfies the standard for preliminary approval and should be approved by the Court.

Dated: July 14, 2025

Respectfully submitted,

**LOCKRIDGE GRINDAL NAUEN PLLP**

**SCOTT+SCOTT ATTORNEYS AT LAW LLP**

/s/ Brian D. Clark

Brian D. Clark (IL Bar No. 6350416)  
Simeon A. Morbey (MN #0391338)  
Consuela Abotsi-Kowu (MN #0505682) (*pro hac vice forthcoming*)  
100 Washington Avenue South, Suite 2200  
Minneapolis, Minnesota 55401  
(612) 339-6900  
bdclark@locklaw.com  
samorbey@locklaw.com  
cmabotsi-kowu@locklaw.com

Kyle J. Pozan (IL Bar No. 6306761)  
1165 N. Clark Street, Suite 700  
Chicago, IL 60610  
(312) 205-8968  
kjpozan@locklaw.com

Stephen J. Teti  
265 Franklin Street, Suite 1702  
Boston, MA 02110  
(617) 456-7701  
sjteti@locklaw.com

/s/ Karin E. Garvey

Karin E. Garvey (N.D. Ill. Bar No. 2997831)  
Brian M. Hogan (N.D. Ill. Bar No. 6286419)  
Donald A. Broggi (*pro hac vice pending*)  
The Helmsley Building  
230 Park Ave., 24th Floor  
New York, NY 10169  
(212) 223-6444  
kgarvey@scott-scott.com  
brian.hogan@scott-scott.com  
dbroggi@scott-scott.com

Patrick J. Coughlin (N.D. Ill. Bar No. 90785466)  
Daniel J. Brockwell (*admitted pro hac vice*)  
600 W. Broadway, Suite 3300  
San Diego, CA 92101  
(619) 233-4565  
pcoughlin@scott-scott.com  
dbrockwell@scott-scott.com

Patrick McGahan (*admitted pro hac vice*)  
Michael Srodoski (*admitted pro hac vice*)  
156 South Main Street  
P.O. Box 192  
Colchester, CT 06415  
(860) 537-5537  
pmcgahan@scott-scott.com  
msrodoski@scott-scott.com

*Interim Co-Lead Class Counsel for Non-Converter Seller Purchasers*

**PEARSON WARSHAW, LLP**

/s/ Bobby Pouya

Daniel L. Warshaw (Bar No. 185365)  
Bobby Pouya (Bar No. 245527)  
Adrian Buonanoce (*admitted pro hac vice*)  
15165 Ventura Boulevard, Suite 400  
Sherman Oaks, CA 91403  
Telephone: (818) 788-8300  
dwarshaw@pwfirm.com  
bpouya@pwfirm.com  
abuonanoce@pwfirm.com

Brian Pafundi (*admitted pro hac vice*)  
328 Barry Avenue South, Suite 200  
Wayzata, MN 55391  
Telephone: (612) 389-0600  
bpafundi@pwfirm.com

**FEGAN SCOTT LLC**

/s/ Elizabeth A. Fegan

Elizabeth A. Fegan  
150 S. Wacker Drive, 24<sup>th</sup> Floor  
Chicago, IL 60606  
Telephone: (312) 741-1019  
beth@feganscott.com

Kyle A. Jacobsen (*admitted pro hac vice*)  
709 N. 2<sup>nd</sup> St.  
Suite 400 #1280  
Philadelphia, PA 19123  
Telephone: (484) 352-2318  
kyle@feganscott.com

*Interim Co-Lead Counsel for the End-User Class*

# **EXHIBIT A**

**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 Action<sup>1</sup> 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);

---

<sup>1</sup> 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:  
Brian D. Clark

Brian D. Clark  
**LOCKRIDGE GRINDAL NAUEN PLLP**  
100 Washington Avenue South, Suite 2200  
Minneapolis, Minnesota 55401  
(612) 339-6900  
bdclark@locklaw.com

Dated: 7/13/2025

Signed by:  
Karin E. Garvey

Karin E. Garvey  
**SCOTT+SCOTT ATTORNEYS AT LAW  
LLP**  
The Helmsley Building  
230 Park Ave., 24th Floor  
New York, NY 10169  
(212) 223-6444  
kgarvey@scott-scott.com

*Co-Lead Class Counsel for Non-Converter  
Seller Purchaser Class Plaintiffs*

Dated: 7/13/2025

DocuSigned by:  
Brian O'Brien

Brian K. O'Brien  
**DENTONS US LLP**  
1900 K Street NW  
Washington, DC 20006  
T: (202) 496-7500  
Email: brian.obleness@dentons.com

Natalie J. Spears  
**DENTONS US LLP**  
233 South Wacker Drive, Floor 59  
Chicago, Illinois 60606  
T: (312) 876-8000  
Email: natalie.spears@dentons.com

*Counsel for Oil Price Information Service, LLC*

Dated: 7/13/2025

DocuSigned by:  
Elizabeth A. Fegan

Elizabeth A. Fegan  
**FEGAN SCOTT LLC**  
150 S. Wacker Drive, 24th Floor  
Chicago, IL 60606  
(312) 741-1019  
beth@feganscott.com

Dated: 7/13/2025

Signed by:  
Bobby Pouya

Bobby Pouya  
**PEARSON WARSHAW, LLP**  
15165 Ventura Boulevard, Suite 400  
Sherman Oaks, CA 91403  
(818) 788-8300  
bpouya@pwfirm.com

*Co-Lead Counsel for the End-User Class  
Plaintiffs*