Exhibit 1

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 Magistrate Judge Young B. Kim
Non-Converter Seller Purchaser Action	

SETTLEMENT AGREEMENT BETWEEN NON-CONVERTER SELLER PURCHASERS AND DEFENDANTS WESTLAKE CORPORATION AND WESTLAKE PIPE & FITTINGS CORPORATION

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is made and entered into as of November 17, 2026 ("Execution Date"), by and between the Non-Converter Seller Purchasers ("NCSPs"),[1] through Interim Co-Lead Counsel (as hereinafter defined) for the proposed Settlement Class (as hereinafter defined) and Westlake Corporation and Westlake Pipe & Fittings Corporation ("Westlake" or "Settling Defendants"). NCSPs, on behalf of themselves and the Settlement Class, and the Settling Defendants are referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, NCSPs on behalf of themselves and as representatives of the putative class of similarly situated persons or entities allege in the Action (as hereinafter defined), among other things, that Settling Defendants participated in a conspiracy—with other Defendants (as

[1] As used herein, "NCSPs" means Plaintiffs George Bavolak, Delta Line Construction Co., TC Construction, Inc., Blake Wrobbel, Stephen Bell and Bell Electric LLC, Russell Jacobs and RJI, Inc., Eric Wasman, Adam Kennedy, My Flooring, Inc., Victor Silva, David Mastin and A-Z Services, LLC, Kevin Cahill and Cahill Contracting, Inc. d/b/a Cahill Electrical Contractors, Inc., REI Plumbing & Construction, Inc., Nicole Sanderson, Robert Deters, Pfeifle Construction Sole, Len Herrick, C.M.P. Plumbing and Heating, LLC, David Taylor, CKH Plumbing, Inc., T&H Construction of North Carolina, Inc., Richard Parisien and Rich's Construction, MEP Pros., Inc., Atlantic Lawn Sprinklers Inc., Pullman Well Drilling Inc., Kai Mikkel Forlie, Joseph Fink and Barborosa Farms LLC.

hereinafter defined) and alleged non-Defendant co-conspirators—from at least January 1, 2020 through the present to fix, raise, maintain, and stabilize the price of PVC Pipe Systems (as hereinafter defined);

WHEREAS, Interim Co-Lead Counsel have been appointed by the Court to represent, on an interim basis, the putative class of purchasers of PVC Pipe Systems from non-converter sellers;

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted against Settling Defendants in any way arising out of or relating in any way to the purchase from a non-converter seller of PVC Pipe Systems (as hereinafter defined) produced, processed or sold by Settling Defendants or any of the Defendants or any of the alleged co-conspirators;

WHEREAS, counsel for the Parties have engaged in arm's-length negotiations regarding the terms of this Settlement Agreement, and this Settlement Agreement embodies all of the terms and conditions of the Settlement (as hereinafter defined);

WHEREAS, NCSPs have concluded, after investigation of the facts and after considering the circumstances and the applicable law, that it is in the best interests of NCSPs to enter into this Settlement Agreement with Settling Defendants to avoid the uncertainties of further complex litigation, and to obtain the benefits described herein for the Settlement Class (as hereinafter defined), and, further, that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of NCSPs and the Settlement Class;

WHEREAS, NCSPs and Interim Co-Lead Counsel believe that the Settlement Sum (as hereinafter defined) reflects fair, reasonable and adequate compensation for the Settlement Class to release, settle and discharge their claims that they were overcharged by the alleged anticompetitive conduct of which Settling Defendants are accused;

WHEREAS, Settling Defendants, notwithstanding their belief that the claims that are or could be asserted by NCSPs against them are without merit, that they have legitimate defenses to any such claims, and that they would ultimately prevail at trial on such claims, enter into this Settlement Agreement to avoid the costs, expenses, and uncertainties of this complex litigation, and thereby put this controversy to rest;

WHEREAS, NCSPs, notwithstanding their belief that they would ultimately prevail at trial and establish liability by Settling Defendants for the conspiracy they have alleged, enter into this Settlement Agreement to avoid the costs, expenses, and uncertainties of this complex litigation; and

WHEREAS, the Parties wish to preserve all arguments, defenses and responses to all claims in the Action, including any arguments, defenses and responses to any proposed litigation class proposed by NCSPs in the event this Settlement does not obtain Final Approval;

NOW THEREFORE, in consideration of the foregoing, the terms and conditions set forth below, and other good and valuable consideration, it is agreed by and among the Parties that the claims of the NCSPs be settled, compromised, and dismissed on the merits with prejudice as to the Released Parties (as hereinafter defined), subject to Court approval, and that the Released Parties be forever fully discharged and released from any and all claims covered by this Settlement Agreement:

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

a. "Action" means the putative class action filed by NCSPs in the above-captioned proceeding as well as all putative class action and direct action lawsuits which have been consolidated for pretrial purposes before the Hon.

LaShonda A. Hunt, in the United States District Court for the Northern District of Illinois under the title *In re PVC Pipe Antitrust Litigation*, along with any others that are pending or which may be filed based on substantially similar allegations.

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. "Complaint" means the NCSPs' Second Consolidated Class Action Complaint (ECF No. 394).

d. "Confidential Letter Agreement" means that certain confidential letter agreement dated November 17, 2026, between NCSPs and Settling Defendants.

e. "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.

f. "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).

g. "Defendant" means any named defendant in the Action; and "Converter Defendant" means any named defendant in the Action other than Oil Price Information Service, LLC. "Defendant" and "Converter Defendant" include any defendants that have been dismissed from the Action.

h. "Escrow Account" means the escrow account established with the Escrow Agent to receive and maintain funds contributed by Settling Defendants for the benefit of the Settlement Class.

i. "Escrow Agent" means the escrow agent selected by Interim Co-Lead Counsel and appointed by the Court that establishes and maintains the Escrow Account.

j. "Escrow Agreement" means that certain agreement between the Escrow Agent that holds the Settlement Fund and NCSPs (by and through Interim Co-Lead Counsel) pursuant to which the Escrow Account is established and funded for the benefit of the Settlement Class, as set forth in Paragraphs 8 and 9.

k. "Fairness Hearing" means a hearing by the Court to determine whether the Settlement Agreement is fair, reasonable, and adequate, and whether it should be finally approved by the Court.

l. "Final Approval" means an order and judgment by the Court which finally approves this Settlement Agreement, including all of its material terms and material conditions without material modification, and the Settlement

pursuant to Federal Rule of Civil Procedure 23 and dismisses Settling Defendants with prejudice from the Action.

m. "Final Judgment" means the first date upon which both of the following conditions shall have been satisfied: (a) Final Approval; and (b) either (1) no appeal or petition to seek permission to appeal the Court's Final Approval has been made within the time for filing or noticing any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) Days after entry of the order of Final Approval; or (2) if any timely appeals from the Final Approval or notices of appeal from the Final Approval are filed, (i) the date of final dismissal of all such appeals or the final dismissal of any proceeding on certiorari or otherwise, or (ii) the date the Final Approval is finally affirmed on appeal and affirmance is no longer subject to further appeal or review.

n. "Interim Co-Lead Counsel" means Lockridge Grindal Nauen PLLP and Scott+Scott Attorneys at Law LLP as appointed by the Court on an interim basis to represent the putative class of non-converter seller purchasers of PVC Pipe Systems.

o. "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.

p. "PVC Pipe Products" shall have the same meaning as in the Consolidated Class Action Complaint for the End-User Class (ECF No. 398) filed in the Action.

q. "PVC Pipe Systems," for purposes of this Settlement Agreement, consist of (1) pipes and/or (2) fittings made in whole or in part with polyvinyl chloride ("PVC") that connect PVC pipe segments into piping systems. For the avoidance of doubt, PVC Pipe Systems include PVC pipes sold without PVC fittings, and vice-versa, and include all products made in whole or in part from PVC that are defined as "PVCPs" and "Fittings" in the Direct Purchaser Plaintiff Second Consolidated Amended Class Action Complaint (ECF No. 390) filed in the Action and that are defined as "PVC Pipe Products" in the Consolidated Class Action Complaint for the End-User Class (ECF No. 398) filed in the Action.

r. "Released Claims" shall have the meaning set forth in Paragraphs 17 and 18 of this Settlement Agreement.

s. "Released Parties" means, collectively and individually, Settling Defendants together with any and all of Settling Defendants' past, current, and future, direct and indirect corporate parents (including holding companies), owners, subsidiaries, related entities, Affiliates, associates, divisions, departments, joint ventures, predecessors, successors, and assigns; and, with respect to each of the foregoing, each and all of their respective past, present, and future, direct or indirect, parents, owners, subsidiaries, divisions, departments, officers, directors, employees, trustees,

partners, managing directors, shareholders, managers, members, attorneys, equity holders, agents, beneficiaries, executors, insurers, advisors, assigns, heirs, and legal or other representatives. Notwithstanding the foregoing, "Released Parties" does not include any Defendant, other than Settling Defendants and their Affiliates, named by NCSPs in the Action, either explicitly or as a third-party beneficiary.

t. "Releasing Parties" means, collectively and individually, NCSPs, the Settlement Class, and all members of the Settlement Class, including the NCSPs, each on behalf of themselves and their respective predecessors, successors, and all of their respective past, present and future (i) direct and indirect parents, subsidiaries, associates, and Affiliates, (ii) agents, officials acting in their official capacities, legal representatives, agencies, departments, commissions and divisions, and (iii) shareholders, partners, directors, officers, owners of any kind, principals, members, managers, agents, employees, contractors, insurers, heirs, executors, administrators, devisees, representatives; the assigns of all such persons or entities, as well as any person or entity acting on behalf of or through any of them in any capacity whatsoever, jointly and severally; and also means, to the full extent of the power of the signatories hereto to release past, present and future claims, persons or entities acting in a private attorney general, qui tam, taxpayer or any other capacity, whether or not any of them participate in the Settlement.

u. "Settlement" means the settlement of all claims asserted or that could have been asserted by NCSPs and the Settlement Class in the Action and specifically includes, without limitation, the Released Claims, according to the terms set forth in the Settlement Agreement.

v. "Settlement Administrator" means the firm retained to disseminate the Settlement Class Notice and to administer payments from the Settlement Fund to the Settlement Class, subject to approval of the Court.

w. "Settlement Class" means the class defined in Paragraph 5, including each member of such class.

x. "Settlement Class Notice" means any notice sent to the Settlement Class pursuant to Preliminary Approval or otherwise approved by the Court pursuant to Federal Rule of Civil Procedure 23.

y. "Settlement Class Period" means January 1, 2020, through May 13, 2026.

z. "Settlement Sum" means $119,500,000 (one-hundred and nineteen million, five-hundred thousand U.S. dollars). The Settling Defendants shall pay the Settlement Sum or cause the Settlement Sum to be paid into a non-reversionary settlement fund (the "Settlement Fund"). The Settlement Fund will be held in an interest-bearing Escrow Account maintained by the Escrow Agent on behalf of the Settlement Class, pursuant to Paragraphs 8 and 9, and shall include any interest accruing within the interest-bearing Escrow Account. The Settlement Fund will be used to pay all valid settlement claims submitted by Settlement Class members, as well as all settlement notice and administration costs, and all attorneys' fees and

litigation expenses, and any service awards approved by the Court. For the avoidance of doubt, the Settlement Sum is the maximum amount that Settling Defendants will be obligated to pay in consideration of the Settlement, and under no circumstances will Settling Defendants be obligated to provide any additional monetary consideration in connection with the Settlement.

2. The Parties' Efforts to Effectuate this Settlement Agreement. The Parties will cooperate in good faith and use their best efforts to seek the Court's Preliminary Approval and Final Approval of the Settlement Agreement.

3. Litigation Standstill.

a. Upon execution of this Settlement Agreement, NCSPs and the Settlement Class shall cease all litigation activities in the Action with respect to the Released Parties except to the extent expressly authorized in this Settlement Agreement, and Settling Defendants shall cease all litigation activities in the Action with respect to NCSPs and the Settlement Class except to the extent expressly authorized in this Settlement Agreement.

b. Settling Defendants may not seek discovery from NCSPs in the Action, but Settling Defendants may participate in meet and confers which involve NCSPs and other plaintiffs, and Settling Defendants shall have the right to receive discovery from NCSPs that is produced in the course of the litigation. This litigation standstill precludes Settling Defendants or Settling Defendants' counsel from directly assisting any other Defendant or alleged co-conspirator in this Action in prosecuting claims or pursuing relief that is

solely applicable to NCSPs, making oral arguments in the Action or conducting direct or cross-examination of witnesses on merits- or class-related issues that are solely applicable to NCSPs (and in no event, will Settling Defendants' attorneys be the attorneys arguing on behalf of other Defendants on issues that solely apply to NCSPs), working with expert witnesses or on expert materials in connection with opinion testimony and disclosures that are specifically and exclusively related to NCSPs, providing documents for use in other cases in the Action that remain pending against NCSPs that have not otherwise been produced in discovery, or through the provision of documents, affidavits, or declarations for use in the NCSP case (not requested by NCSPs) or by offering witnesses at trial (not requested by NCSPs) in any trial in which NCSPs are the only plaintiffs. Nothing in this Settlement Agreement shall be construed to prohibit Settling Defendants, in any way, from defending themselves against claims brought by plaintiffs other than NCSPs or the 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 themselves in proceedings outside of the Action. None of the foregoing will prevent Settling Defendants 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 Settlement Class.

c. NCSPs may not seek discovery from Released Parties in the Action except as expressly authorized pursuant to the cooperation terms of the Settlement Agreement, but NCSPs may participate in meet and confers which involve Settling Defendants and other Defendants. This litigation standstill precludes NCSPs or NCSPs' 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 Defendants, making oral arguments in the Action or conducting direct or cross-examination of witnesses on merits- or class-related issues that are solely applicable to Settling Defendants (and in no event, will NCSPs' attorneys be the attorneys arguing on behalf of other plaintiffs or plaintiff classes on issues that solely apply to Settling Defendants), working with expert witnesses or on expert materials in connection with opinion testimony and disclosures that are specifically and exclusively related to Settling Defendants, providing documents for use in other cases in the Action that remain pending against Settling Defendants 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 Defendants or by offering witnesses at trial in any trial in which NCSPs 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 NCSPs and the proposed 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 NCSPs' economic expert(s) that those experts deem necessary to show class-wide impact or damages to NCSPs, or to respond to Defendants' expert analyses concerning the same; and (4) arguing on behalf of NCSPs on issues that are permitted by the terms of this standstill, even if those issues benefit other plaintiffs or apply to Settling Defendants.

d. 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.

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

4. Motion for Preliminary Approval. No later than seven (7) Days after the Execution Date, NCSPs will move the Court for Preliminary Approval of this Settlement. A reasonable time in advance of submission to the Court, the papers in support of the motion for Preliminary Approval, including the proposed Settlement Class Notice and notice plan, shall be provided by Interim Co-Lead Counsel to Settling Defendants for review. To the extent that Settling Defendants object to any aspect of the motion, they shall communicate such objection to Interim Co-Lead Counsel, and the Parties shall meet and confer to resolve any such objection. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval and certification of the Settlement Class for settlement purposes.

5. Certification of a Settlement Class. As part of the motion for Preliminary Approval of this Settlement, NCSPs shall seek, and Settling Defendants shall take no position with respect to,[2] appointment of Interim Co-Lead Counsel as Settlement Class counsel for purposes of this Settlement and certification in the Action of the following Settlement Class for settlement purposes only:

> All entities and persons who purchased PVC Pipe Systems in the United States between January 1, 2020 through May 13, 2026 (1) directly from a seller that purchased PVC Pipe Systems from a Converter Defendant that was (2) manufactured by a Converter Defendant.
>
> Specifically excluded from the Settlement Class are (1) the following categories of purchasers: (a) All public water systems that purchased PVC Pipe Products for end-use, including in connection with the treatment or supply of water; (b) All public wastewater systems that purchased PVC Pipe Products for end-use, including for the collection, disposal, or treatment of wastewater; (c) All suppliers of public energy or electricity that purchased PVC Pipe Products for end-use, including in connection with the supply of electricity for public consumption; or (d) All purchasers of PVC Pipe Products that purchased from a seller who purchased the product indirectly from a Converter Defendant; (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, (3) any federal government entities, (4) any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, any juror assigned to this action, and any business majority-owned by any such person, and (5) the following alleged co-conspirators: Core & Main Inc., Ferguson Enterprises, Inc., Fortiline Waterworks, Hajoca Corporation, Porter Pipe & Supply Co., and United Pipe & Steel Corp.

6. Settlement Class Notices. After Preliminary Approval, and subject to approval by the Court of the means for dissemination:

[2] By agreeing not to object to the proposed Settlement Class and appointment of Interim Co-Lead Counsel as Settlement Class counsel, Settling Defendants are not waiving any rights, arguments or defenses and Settling Defendants expressly preserve all such rights, arguments and defenses including with respect to any situation where the Settlement Agreement is not approved in all material respects by the Court.

a. A reasonable time in advance of submission to the Court for approval, or within a reasonable time in advance of dissemination if Court approval is not required, proposed communications to the Settlement Class regarding the Settlement (including, but not limited to, email notice, detailed notice, and advertisements) shall be provided by Interim Co-Lead Counsel to Settling Defendants for their review. To the extent that Settling Defendants have edits or comments to the class notices, Interim Co-Lead Counsel will consider such edits. Each Party reserves all rights in the event that disputes as to form or contents of class notices cannot be resolved informally, and for the avoidance of doubt, any litigation or disputed motions practice arising between the Parties concerning such disputes shall not be subject to the litigation standstill obligations set forth in Paragraph 3.

b. Notice of this Settlement shall be communicated by the Settlement Administrator, at the direction of Interim Co-Lead Counsel, to potential members of the Settlement Class, in conformance with a notice plan to be approved by the Court.

c. Neither the Settlement Class nor Interim Co-Lead Counsel shall have any responsibility, financial obligation, or liability for any fees, costs, or expenses related to providing notice to the Settlement Class or obtaining approval of the Settlement or administering the Settlement. Such fees, costs, or expenses shall be paid solely from the Settlement Fund, subject to any necessary Court approval.

d. Settling Defendants shall not object to Interim Co-Lead Counsel withdrawing from the Settlement Fund, subject to any necessary Court approval, up to $500,000.00 to pay settlement notice and administration costs.

e. Subject to Court approval, the timing of communicating notice of this Settlement Agreement to the Settlement Class is in Interim Co-Lead Counsel's discretion. Any costs of notice actually incurred that Interim Co-Lead Counsel are permitted to withdraw from the Settlement Fund up to $500,000.00, either pursuant to the Parties' Settlement Agreement or order of the Court, shall be nonrefundable to Settling Defendants if, for any reason, the Settlement Agreement is terminated according to its terms or is not finally approved by the Court.

f. The Settlement Class Notice shall include provisions stating that requests to be excluded from the Settlement Class must (i) be submitted only by individuals or entities on behalf of themselves (and their subsidiaries and Affiliates) and must be personally signed by each person or entity requesting exclusion and (ii) comply with the instructions and deadlines set forth in this Settlement Agreement, the notice plan to be approved by the Court, and the Preliminary Approval order.

g. Any Settlement Class member, or Affiliate or assign thereof, who requests to be excluded from the Settlement with respect to an assigned claim must identify the assignor, the assignee, and the total value of purchases of PVC

Pipe Systems during the Settlement Class Period that is subject to the assignment and provide a copy of the assignment agreement.

h. Copies of exclusion requests received by the Settlement Administrator during the exclusion period shall be provided to counsel for Settling Defendants upon reasonable request and in any event within three (3) Days after the deadline to request exclusion from the Settlement. Within three (3) Days of the deadline to request exclusion from the Settlement, the Settlement Administrator shall provide to Settling Defendants a list of all Settlement Class members, including Affiliates and assigns thereof, who have submitted requests to be excluded from the Settlement.

i. 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.

7. Motion for Final Approval. If the Court grants Preliminary Approval and preliminarily certifies the Settlement Class, then NCSPs, through Interim Co-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 by the Court. No less than seven (7) Days in advance of submission to the Court, the papers in support of the motion for Final Approval shall be provided by Interim Co-Lead Counsel to Settling Defendants for their review. To the extent that Settling Defendants object to any aspect of the motion, they shall communicate such objection to Interim Co-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 judgment:

a. Finally approving the Settlement Agreement as being a fair, reasonable, and adequate settlement for the Settlement Class within the meaning of Federal Rule of Civil Procedure 23, and directing the implementation, performance, and consummation of the Settlement Agreement and its material terms and conditions, without material modification of those terms and conditions;

b. Determining that the Settlement Class Notice constituted the best notice practicable under the circumstances of this Settlement Agreement and the Fairness Hearing, and constituted due and sufficient notice for all other purposes to all persons entitled to receive notice;

c. Dismissing the Complaint, and all other complaints asserted by Releasing Parties in the Action, with prejudice as to the Released Parties, without further costs or fees;

d. Discharging and releasing the Released Parties from all Released Claims;

e. Enjoining the Releasing Parties from suing any of the Released Parties for any of the Released Claims;

f. Filing a declaration prepared by counsel for Settling Defendants confirming that Settling Defendants have provided the appropriate notice pursuant to the Class Action Fairness Act, 28 U.S.C. §§ 1711, *et seq.* ("CAFA");

g. Reserving continuing and exclusive jurisdiction over the Settlement Agreement for all purposes; and

h. Determining under Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to Settling Defendants shall be final and appealable and entered forthwith.

The Parties shall use all best efforts to obtain Final Approval of the Settlement Agreement without modification to any of its material terms and conditions.

8. Escrow Account. The Escrow Account shall be administered by Interim Co-Lead Counsel for the NCSPs and Settlement Class under the Court's continuing supervision and control pursuant to the Escrow Agreement. Upon selecting an Escrow Agent and signing an Escrow Agreement, Interim Co-Lead Counsel will provide a copy of that Escrow Agreement to the Settling Defendants. Interim Co-Lead Counsel shall take all steps necessary to ensure that the Escrow Agent fulfills its obligations under the Escrow Agreement and this Settlement Agreement. The Escrow Agreement shall be drafted to ensure that, in the event this Settlement Agreement terminates before Final Judgment, the Settlement Sum, 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 6(e) not to exceed $500,000.00, shall be promptly returned to Westlake by the Escrow Agent.

9. Settlement Consideration. In consideration for the release of the Released Claims, the dismissal of the Action, and the other material terms and conditions herein, within forty-five (45) Days after Preliminary Approval is granted by the Court, Settling Defendants will pay or cause to be paid the Settlement Sum into the Escrow Account.

10. Cooperation. Cooperation by Settling Defendants is a material term of the Settlement Agreement and shall include the following:[3]

a. Government Productions. Settling Defendants will produce, electronically, any documents and data already (or that are in the future) produced by Settling Defendants to the U.S. Department of Justice ("DOJ") or any other governmental entity as part of its investigation into alleged antitrust violations in the sale of PVC Pipe Systems, 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 violations in the sale of PVC Pipe Systems. Any such pre-existing productions will be made within three (3) Days after the Execution Date. Any new productions will be provided to NCSPs no later than seven (7) Days after the materials are produced by Settling Defendants to the DOJ or any other governmental entity.

b. Structured Data. Within twenty-one (21) Days after Preliminary Approval, Settling Defendants will produce transactional sales data related to the sale of PVC Pipe Systems in the United States from the period January 1, 2015, through December 31, 2025 (if available on active systems or can be reasonably restored from archived systems). To the extent it exists in structured form and is reasonably available on active systems, within ninety (90) Days after Preliminary Approval, Settling Defendants will produce cost input data (including PVC resin, energy, labor, and

[3] Nothing in this paragraph requires or suggests that NCSPs must coordinate any aspect of this cooperation with any other plaintiff group.

all other material factors contributing to the cost of producing PVC Pipe Systems), P&L data, inventory data, and plant capacity and capacity utilization data related to the sale of PVC Pipe Systems products in the United States from the period January 1, 2015, through December 31, 2025. Settling Defendants will respond to reasonable follow-up questions regarding the data. Westlake will also produce structured transactional sales data concerning its sale of resin to converters of PVC Pipe Systems from January 1, 2015, through December 31, 2025, including any applicable rebates, credits, or related information to such sales. In addition, to the extent that Settling Defendants produce transactional data related to the sale of PVC Pipe Systems in the United States from earlier periods to other plaintiffs in the Action, either pursuant to discovery in the Action or as a condition of any settlement, and NCSPs do not receive a copy of such data at the time it is produced, Settling Defendants will produce such data to NCSPs within fourteen (14) Days after its production. Settling Defendants will also consider in good faith requests by NCSPs to produce additional transactional data from earlier periods if a subsequent order or decision in the Action unrelated to this Settlement Agreement holds that transactional data from such earlier periods are relevant and proportional to the Action and Settling Defendants are not otherwise required to produce such data pursuant to the terms of this Paragraph. However, in no event will Settling Defendants be required by the terms of this Settlement Agreement to produce transactional data to NCSPs from periods that pre-date the period of transactional data that Settling Defendants produce to other plaintiffs in the Action, either pursuant to discovery in the Action or as a condition of any settlement.

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), within ninety (90) Days after Preliminary Approval, Settling Defendants will produce to NCSPs the following go-get non-privileged documents for the period from January 1, 2017, through December 31, 2025, related to PVC Pipe Systems sold in the United States:

i. Profit and loss data for each level (company-wide and plant-by-plant) 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 (company-wide and plant-by-plant) 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 PVC Pipe Systems; and

v. Board meeting agendas, books, presentations, and minutes related to prices or pricing of PVC Pipe Systems.

d. Telephone Numbers. Within fourteen (14) Days after Preliminary Approval, Settling Defendants will provide work phone numbers and email addresses that Settling Defendants have in their possession for all "C-suite" level leadership at Settling Defendants, as well as Settling Defendants' employees and executives with responsibility for pricing, sales and/or marketing of PVC Pipe Systems, during the time period January 1, 2017, through December 31, 2025. Settling Defendants will

not object to NCSPs' subpoenas to third-party phone carriers for phone records relating to such phone numbers.

e. Depositions. NCSPs may take a total of up to six (6) depositions, each to last no more than seven (7) hours on the record that is not shared with any Defendant or other Plaintiff Class, so long as any such employee's or former employee's total deposition time for all Plaintiff Classes and Defendants does not exceed two (2) Days (14 hours) of deposition time. Settling Defendants will accept service of a subpoena for any then-current employee noticed for deposition by NCSPs and make such employee available for deposition prior to the scheduled end of fact discovery. If NCSPs take depositions of fewer than six (6) current employees of Settling Defendants, NCSPs may also subpoena for deposition in the Action former employees of Settling Defendants, whom they may select, for depositions pursuant to Federal Rule of Civil Procedure 45 provided that the total number of current and former employees of Settling Defendants subpoenaed and noticed for deposition by NCSPs does not exceed six (6). For the avoidance of doubt, nothing herein shall prohibit Settling Defendants' counsel from representing former employees in connection with such depositions or require Settling Defendants to produce for deposition former employees who are not within Settling Defendants' control. If the Parties disagree on the appropriateness of a request to depose a particular deponent or call a particular witness at trial, then the matter will be decided by the Mediator.

f. Witnesses for Live Testimony at Trial. Settling Defendants will agree to accept a trial subpoena for up to three (3) then-current employees, whom NCSPs may select,

to provide live testimony at trial if requested by NCSPs, assuming such individual remains employed by Settling Defendants at the time of any trial. This limitation does not apply to prohibit NCSPs from calling former employees of Settling Defendants who could be called at trial either by subpoena or who agree to voluntarily appear at trial; provided, however, that in no event shall NCSPs call more than three (3) total then-current or former employees of Settling Defendants to provide live testimony at trial. For the avoidance of doubt, this Paragraph shall not limit NCSPs' ability to designate deposition testimony of any current or former Settling Defendants witnesses for use at trial.

g. Custodial Documents. NCSPs have identified five (5) current or former employees to Settling Defendants as document custodians prior to the Execution Date. NCSPs will identify an additional six (6) document custodians within eight (8) Days of receiving Settling Defendants' production under Paragraph 10(a). Settling Defendants will produce non-privileged custodial documents in the possession, custody, or control of Settling Defendants 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, Electronically Stored Information and Downstream Plaintiffs' First Set of Requests for Production to Converter Defendants ("Discovery Requests").[4] Such production will further be limited to PVC Pipe Systems sold in the United States. NCSPs will propose search terms to Settling

[4] To the extent they are contained within a document custodian's files, Westlake will also produce: (1) communications by Westlake's resin business with any PVC Pipe Systems converter and (2) resin supply contracts with any PVC Pipe Systems converter.

Defendants no later than twelve (12) Days after the Execution Date. No later than twenty-four (24) Days after the Execution Date, the parties will either reach agreement on the search terms or submit them to mediator Miles Ruthberg of Phillips ADR ("Mediator") for resolution. No later than sixty (60) Days after Preliminary Approval, Settling Defendants will produce to NCSPs all non-privileged documents captured by the agreed-upon search terms and responsive to the Discovery Requests.

h. OPIS Communications. Settling Defendants will produce within forty-five (45) Days after Preliminary Approval all non-privileged 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 Defendants' possession, custody, or control, of the current or former employees identified by NCSPs as document custodians pursuant to Paragraph 10(g) above.

i. Authentication of Documents. Settling Defendants will use reasonable efforts to provide declarations and/or affidavits (or, if specifically required by the Court, testimony) relating to whether up to 200 documents identified by NCSPs 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 Defendants to accept NCSPs' factual characterizations of documents that Settling Defendants have a good faith basis to dispute, such as, by way of example only, assertions that the document reflects an admission by Settling Defendants as purported co-conspirators of a non-settling Defendant; or (2) be interpreted to enlarge the number of then-current employees that Settling

Defendants are required to provide for live trial testimony pursuant to Paragraph 10(f) above.

j. Confidentiality of Cooperation Materials. Cooperation materials produced by Settling Defendants pursuant to this Paragraph 10 shall be treated as confidential settlement cooperation materials and may not be voluntarily provided by NCSPs or NCSP counsel to any non-settling Defendant or any other party absent either (i) Settling Defendants' prior written consent or (ii) order of the Court.

k. Privilege log. Within twenty-one (21) Days of completing the above production of custodial documents, Settling Defendants shall produce a privilege log for any withheld responsive documents that complies with the privilege log requirements in the ESI Protocol (ECF No. 383).

l. Any disputes between the parties relating to the Cooperation provisions contained in this Settlement Agreement shall be submitted to the Mediator for final resolution.

m. If any documents are produced prior to Preliminary Approval, and Preliminary Approval is not granted, all such documents and related work product will be destroyed within seven (7) Days and a written certification of destruction will be provided.

n. Nothing in this Settlement Agreement shall obligate Settling Defendants to provide any documents or information protected from disclosure by the work-product doctrine, the attorney-client privilege, the common interest privilege, the joint defense privilege, obligations under applicable data privacy laws or regulations, and/or any other applicable privilege or protection.

o. Any documents, information, affidavits, and/or deposition testimony provided by Settling Defendants to NCSPs pursuant to this Settlement Agreement shall be subject to the Protective Order in effect in the Action.

11. Production of Discovery and Cooperation to Other Plaintiffs. To the extent that Settling Defendants respond to discovery, produce documents, or provide proffers or other cooperation to any other plaintiff in the Action, they will provide the same information to NCSPs within five (5) Business Days thereof, except with respect to the cross-production of transactional sales data, which shall be governed by Paragraph 10(b).

12. No Other Cooperation. The Parties agree that the cooperation described in Paragraphs 10 and 11 above is the sole cooperation required pursuant to this Settlement Agreement.

13. 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 defense privilege, the common interest privilege, and the attorney work product privilege.

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 Co-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 Co-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. The Settlement Administrator 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, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund. Released Parties shall not be responsible for the filing or payment of any taxes or expenses connected to the Qualified Settlement Fund.

15. Distribution of Settlement Fund to Settlement Class. After Final Judgment, 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, Final Judgment, 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 Settlement Class shall look solely to the Settlement Fund for settlement and satisfaction of the Settlement Agreement or in connection with 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 member of the Settlement Class shall have any interest in the Settlement Fund or any portion thereof. Subject to Court approval, NCSPs, members of the 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 Settlement Class. The Released Parties shall not be liable for any costs, fees, or expenses of any of NCSPs' or Interim Co-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 NCSPs. Subject to Interim Co-Lead Counsel's sole discretion as to timing, Interim Co-Lead Counsel may apply for a fee award, plus expenses and costs incurred, and service awards to the NCSPs 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. Attorneys' fees and expenses awarded by the Court to Interim Co-Lead Counsel shall be payable from the Settlement Fund immediately upon entry by the Court of both (1) Final Approval and (2) an order awarding such amounts, notwithstanding the existence of any timely filed objections thereto, or potential for appeal or collateral attack on the Settlement Agreement or any part thereof. However, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, any attorneys' fees and expense award is overturned or reduced, or if the Settlement Agreement is terminated or is not approved by the Court, or if there is an appeal and any order approving the Settlement does not become final and binding upon the Settlement Class, then, within thirty (30) Days after receiving such an order from a court of appropriate jurisdiction, each Interim Co-Lead Counsel law firm that has received any fees or expenses shall

refund to the Settlement Fund such funds previously paid to it, plus interest thereon at the same rate as earned on the Settlement Fund, in an amount consistent with such reversal or reduction. Each law firm that serves as Interim Co-Lead Counsel, as a condition of receiving a portion of the attorneys' fees and expense award, on behalf of itself and each partner, shareholder, or member of it, agrees that the law firm and its partners, shareholders, and/or members are jointly and severally liable for any damage, loss, or injury resulting from a breach of this Paragraph and subject to the jurisdiction of the Court for purposes of enforcing the provisions of this Paragraph. Any service awards authorized by the Court may be paid only after Final Judgment. 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 thirty (30) 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. NCSPs' Release. Upon 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 Released Parties from any and all claims, demands, actions, suits, and causes of action, whether class, individual, or otherwise in nature (whether or not any member of the Settlement Class has objected to the Settlement or makes a claim upon or participates in the Settlement, whether directly, representatively, derivatively or in any other capacity) that the Releasing Parties ever had, now have, or hereafter can, shall, or may ever have, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, causes of action, injuries, losses, or damages arising from or in connection with any act or

omission, from January 1, 2017 through May 13, 2026, relating to or referred to in the Action, arising from the factual predicate of the Action (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**. Notwithstanding the foregoing, Released Claims do not include claims (i) asserted against any Defendant other than the Released Parties; (ii) 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; (iii) based solely on the purchase of PVC Pipe Systems directly from the Released Parties; (iv) by the following categories of purchasers against the Released Parties: (a) All public water systems that purchased PVC Pipe Products for end-use, including in connection with the treatment or supply of water, (b) All public wastewater systems that purchased PVC Pipe Products for end-use, including for the collection, disposal, or treatment of wastewater, (c) All suppliers of public energy or electricity that purchased PVC Pipe Products for end-use, including in connection with the supply of electricity for public consumption, or (d) All purchasers of PVC Pipe Products that purchased from a seller who purchased the product indirectly from a Converter Defendant; nor (v) any claims wholly unrelated to the allegations in the Action that are based on 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. This reservation of claims set forth in (i)-(v) of this Paragraph does not impair or diminish the right of the Released Parties to assert any and all defenses to such claims, and the Parties agree that all such arguments and defenses are preserved.

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 Final

Judgment, 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, Section 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 Final Judgment, 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 upon Final Judgment, 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. Releasing Parties covenant not 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 Final Judgment, 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 Paragraph 10, 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 the Released Parties. Nothing in this provision is intended to restrict or prohibit cooperation with any governmental investigation or inquiry. This Paragraph shall not apply to any action to enforce this Settlement Agreement.

20. Westlake's Release. Upon Final Judgment, the Settling Defendants shall be deemed to have fully, finally and forever completely compromised, settled, released, acquitted, resolved, relinquished, waived, and discharged from all claims, demands, losses, rights, and causes of action of any nature whatsoever by the Released Parties or any of them against NCSPs, members of the Settlement Class, or Interim Co-Lead Counsel, which arise out of or relate in any way to the institution, prosecution, assertion, settlement, or resolution of the Action; provided, however that

such release does not include any claims relating to the enforcement of the Settlement or any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

21. Non-Disparagement. The Parties agree they will not disparage one another or their respective claims or defenses, such as by making extrajudicial public statements that disparage either the Parties or their conduct in connection with the Action. For the avoidance of doubt, the Parties agree that statements made in the Action in court filings, arguments, hearings, and trial are not subject to this provision.

22. No Admission. This Settlement Agreement shall not be construed as an admission of liability, or used as evidence of liability, for any purpose in any legal proceeding, claim, regulatory proceeding, or government investigation.

23. Enforceability. This Settlement Agreement constitutes a binding, enforceable agreement as to the terms contained herein when executed.

24. Termination Rights. The Settlement is conditioned upon Preliminary and Final Approval of the Parties' Settlement Agreement, 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). Either Party may elect to terminate the Settlement upon written notice to the other Party if the Court refuses to grant Preliminary or Final Approval of the Settlement Agreement or certify the Settlement Class as defined in Paragraph 5, the order(s) granting Preliminary Approval or Final Approval of the Settlement Agreement include material changes, material amendments, or material modifications of the terms and conditions of the Settlement Agreement or are materially modified, reversed, or vacated on appeal, or the Court refuses to enter a final judgment in any material respect. In

addition, Settling Defendants may in their sole discretion terminate this Settlement if the number of putative members of the Settlement Class who are in any way excluded from the class, including by voluntarily requesting exclusion (e.g., "opt-outs") or being excluded by Court order, exceeds a numeric threshold provided for in the Parties' Confidential Letter Agreement (available to the Court under seal upon request). For the avoidance of doubt, in no way shall NCSPs have the right to rescind, cancel, or terminate this Settlement Agreement if the Court fails or refuses to grant any requested attorneys' fees, any costs, or any awards to NCSPs.

25. 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 Settlement Class for settlement purposes will be vacated, the Parties will be restored to their respective positions as if no Settlement Agreement had occurred, the Settlement Agreement shall have no effect on the rights of NCSPs and the Settlement Class or Settling Defendants 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 Defendants specifically and expressly retain, 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 Settlement Class, Settling Defendants do 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 Settlement Class, as it is defined herein, would be appropriate for a litigation class. Further, upon termination of this Settlement Agreement, any cooperation materials provided to NCSPs by Settling Defendants pursuant to Paragraph 10 will be destroyed or returned to Settling Defendants within seven (7)

Days; provided, however, that the confidentiality obligations set forth in Paragraphs 10 and 44 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 Co-Lead Counsel shall take all steps necessary to ensure that the Escrow Agent returns all funds in the Escrow Account to Settling Defendants, plus interest earned (net of any taxes paid on such interest), within ten (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 6(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.

26. Effect of Disapproval. If the Court does not certify the Settlement Class as defined in this Settlement Agreement, or if the Court does not approve this Settlement Agreement in all material respects, or if the Court does not enter Final Approval as provided for in Paragraph 7, or if any judgment approving this Settlement Agreement is materially modified or set aside on appeal, or if all of the conditions for Final Judgment do not occur as set forth in Paragraph 1(m), then this Settlement Agreement may be rescinded, cancelled, or terminated by Settling Defendants or NCSPs on behalf of the Settlement Class. If rescinded, cancelled, or terminated, this Settlement Agreement shall become null and void, and, with the exception of any amounts used for notice purposes that are nonrefundable pursuant to Paragraph 6(e), all other funds in the Escrow Account

shall be returned to Settling Defendants, and the Parties' positions shall be returned to the status quo ante as of the Execution Date.

27. Choice of Law and Dispute Resolution. Any disputes relating to this Settlement Agreement or the Confidential Letter Agreement shall be governed by Illinois law without regard to conflicts of law provisions, and any and all disputes regarding this Settlement Agreement or the Confidential Letter Agreement, including any aspect of its breadth, scope, interpretation, applicability, or the finalization of this Settlement Agreement, will be mediated in good faith before Miles Ruthberg of Phillips ADR 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.

28. Consent to Jurisdiction. The Parties and any 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 Confidential Letter Agreement, or the applicability of this Settlement Agreement or the Confidential Letter Agreement. Without limiting the generality of the foregoing, it is hereby agreed that any dispute concerning the Release provisions of this Settlement Agreement, including but not limited to, any suit, action, or proceeding in which the Release provisions of this Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, constitutes a suit, action, or proceeding arising out of or relating to this Settlement Agreement. In the event that the Release provisions of this Settlement Agreement are asserted by any Released Parties as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection in any suit, action or proceeding, it is hereby agreed that such Released Parties shall be entitled to a stay of that suit, action, or proceeding until the mediation required by Paragraph 27 is complete

and, if the matter is not resolved by mediation, the Court has entered a judgment that is no longer subject to any appeal or review and that determines any issues relating to the defense or objection based on such provisions. 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 shall be construed as a submission to jurisdiction for any purpose other than enforcement of this Settlement Agreement and the Confidential Letter Agreement. 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.

29. Class Action Fairness Act. Within ten (10) Days of the filing of this Settlement Agreement in court with the abovementioned motion for Preliminary Approval, Settling Defendants, at their sole expense, shall serve (or cause to be served) upon appropriate Federal and State officials all materials required pursuant to CAFA, and shall confirm to Interim Co-Lead Counsel via a filing on CM/ECF that such notices have been served.

30. Costs Relating to Administration. The Released Parties shall have no responsibility or liability relating to the administration, investment, or distribution of the Settlement Fund.

31. Binding Effect. 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 successors, assigns, and heirs of the Parties, Settlement Class members, the Releasing Parties, and the Released Parties. Without limiting the generality of the foregoing, upon certification of the Settlement Class and Final Approval, each and every covenant and

agreement herein by the NCSPs shall be binding upon all members and potential members of the Settlement Class and Releasing Parties who have not validly excluded themselves from the Settlement Class.

32. Sole Remedy. This Settlement Agreement shall provide the sole and exclusive remedy for any and all Released Claims against any Released Parties, and upon Final Judgment, the Releasing Parties shall be forever barred from initiating, asserting, maintaining, or prosecuting any and all Released Claims against any Released Parties.

33. Counsel's Express Authority. Each counsel signing this Settlement Agreement on behalf of a Party or Parties has full and express authority to enter into all of the terms reflected herein on behalf of each and every one of the clients for which counsel is signing.

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

35. 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 Interim Co-Lead Counsel, NCSPs, the Settlement Class, or any member of the Settlement Class, to:

Brian D. Clark
LOCKRIDGE GRINDAL NAUEN P.L.L.P.
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401
bdclark@locklaw.com

Karin E. Garvey
SCOTT+SCOTT ATTORNEYS AT LAW LLP

The Helmsley Building
230 Park Ave., 24th Floor
New York, NY 10169
kgarvey@scott-scott.com

If directed to Settling Defendants, to:

William R. H. Merrill
James T. Southwick
Elizabeth B. Hadaway
SUSMAN GODFREY LLP
1000 Louisiana Street, Suite 5100
Houston, Texas 77002-5096
Tel: (713) 651-9366
bmerrill@susmangodfrey.com
jsouthwick@susmangodfrey.com
ehadaway@susmangodfrey.com

Sergio Garza
Deputy General Counsel
WESTLAKE CORPORATION
2801 Post Oak Blvd., Ste. 600
Houston, Texas 77056
Tel: (713) 585-2616
sgarza@westlake.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.**

36. Future Conduct. Whether or not Preliminary Approval or Final Approval are granted, a final judgment is entered, 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 or Released Parties. Without making any admission of liability or wrongdoing, Settling Defendants agree that from the entry of Final Judgment and for a period of two (2) years thereafter, they will not engage in conduct that

has been expressly determined in a final, non-appealable judgment entered in the Action to constitute a per se violation of Section 1 of the Sherman Act in a relevant market for PVC Pipe Systems. For the avoidance of doubt, Settling Defendants' obligation to refrain from conduct pursuant to this Paragraph shall arise only after a final judgment as to such conduct has been entered in the Action and has become non-appealable. Further, the Parties agree that any disputes that may arise over Settling Defendants' compliance with the obligations set forth in this Paragraph shall not alter or affect the Releasing Parties' release of claims pursuant to the Settlement, including, without limitation, as set forth in Paragraphs 17-19.

37. No Rule 11 Violations. The Parties and their counsel agree that they shall not assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the prosecuting, defense, or settlement of the Action, and the Judgment and Order of Dismissal shall contain a finding that all Parties and their counsel complied with the requirements of Rule 11 with respect to the institution, prosecution, defense, and resolution of the Action.

38. 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 a Released Party, NCSP, member of the Settlement Class, or Interim Co-Lead Counsel.

39. No Party Is the Drafter. None of the Parties hereto 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.

40. 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. This Settlement Agreement does not waive or otherwise limit the Parties' rights and remedies for any breach of this Settlement Agreement. Any breach of this Settlement Agreement may result in irreparable damage to a Party for which such Party will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, the Parties acknowledge and agree that the Parties may immediately seek enforcement of this Settlement Agreement by means of injunction, without the requirement of posting a bond or other security.

41. 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. Electronic signatures (including DocuSign) shall be considered as valid signatures as of the date hereof.

42. Integrated Agreement. This Settlement Agreement and the Confidential Letter Agreement comprise the entire, complete, and integrated agreement between the Parties, and supersede all prior and contemporaneous undertakings, communications, representations, understandings, negotiations, drafts, and discussions, either oral or written, between the Parties, and reflect the final and binding agreement between the Parties. The Parties agree that this Settlement Agreement and the Confidential Letter 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.

43. Voluntary Settlement. The Parties agree that this Settlement Agreement was negotiated in good faith by the Parties and reflects a settlement that was reached voluntarily after consultation with competent counsel and the participation of a neutral mediator, and no Party has entered this Settlement Agreement as the result of any coercion or duress.

44. Confidentiality. The Parties agree to keep the terms of the Settlement Agreement confidential until such time as NCSPs seek Preliminary Approval of the Settlement in the Action, except as otherwise provided herein. 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. Prior to Final Judgment, a Party may make a public statement concerning the fact of this Settlement Agreement or the terms of this Settlement Agreement only after notice to the other Party and approval in writing by the other Party except as otherwise allowed by this Settlement Agreement. None of the foregoing provisions shall preclude Settling Defendants from disclosing the fact of this Settlement Agreement and its terms to any person who Settling Defendants reasonably believe should be made aware of this Settlement Agreement or its terms. This may include Settling Defendants making a public announcement of this Settlement Agreement, such as in press releases or filings with the U.S. Securities and Exchange Commission. The Parties agree that this Settlement Agreement will become public when it is filed with the Court as an exhibit to the motion for Preliminary Approval. The obligations of the Parties under this Paragraph and the confidentiality obligations set forth in Paragraph 10 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.

45. No Reliance. Each Party 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.

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

47. Irrespective of any term in this Settlement Agreement, it is expressly agreed that nothing in this Settlement Agreement prohibits NCSPs and NCSP counsel in ongoing litigation of the Action from establishing a conspiracy under the Sherman Act, including discovering and introducing evidence of Settling Defendants as co-conspirators in the Action for purposes of prosecuting NCSPs' claims against non-settling Defendants or from effecting the cooperation provisions herein.

48. Irrespective of any term in this Settlement Agreement, the Parties agree that (1) NCSPs and NCSP counsel will not share any material obtained through the cooperation terms set forth in Paragraph 10 with any other plaintiff or plaintiff group in related actions (unless authorized by Settling Defendants), but (2) nothing in this Settlement Agreement otherwise prevents NCSPs from continuing to jointly prosecute this case in accordance with the standstill obligations set forth in Paragraph 3 and utilizing any work product developed in this matter for prosecution of this matter alone.

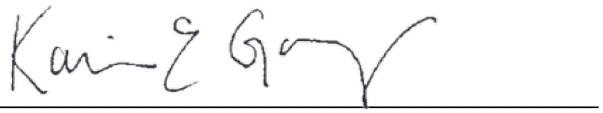
IN WITNESS WHEREOF, the Parties, individually or through their duly authorized representatives, enter into this Settlement Agreement on the Execution Date.



Dated: November 17, 2026

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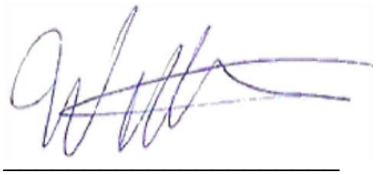
Interim Co-Lead Counsel for the Non-Converter Seller Purchaser Class



Dated: November 17, 2026

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Dated: November 17, 2026

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