Exhibit B-5

LOOKUNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re: PVC Pipe Antitrust Litigation	No. 1:24-cv-07639
This document relates to: End-User Class Plaintiffs	Hon. LaShonda A. Hunt

MEMORANDUM IN SUPPORT OF END-USER CLASS PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT WITH WESTLAKE CORPORATION AND WESTLAKE PIPE & FITTINGS CORPORATION; AND APPROVAL OF NOTICE PLAN FOR THE WESTLAKE AND PIPELIFE SETTLEMENTS

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I. INTRODUCTION

The End-User Class Plaintiffs respectfully move for preliminary approval of their Settlement ("Settlement")[1] with Westlake Corporation and Westlake Pipe & Fittings Corporation (collectively, "Westlake"). The Settlement with Westlake provides the End-User Settlement Class with substantial monetary relief and extensive cooperation that will enable the End-User Class Plaintiffs to vigorously and efficiently prosecute their claims against the remaining Defendants. Specifically, Westlake will pay $79,500,000 into an interest-bearing, non-reversionary Settlement Fund for the benefit of the End-User Settlement Class. The Settlement is significant because, not only is it the largest settlement for the End-User Class Plaintiffs to date, it also exceeds the amount Westlake paid to resolve the Direct Purchaser Plaintiffs' ("DPP") claims, which was entered into prior to the ruling on the motion to dismiss.

In addition to the monetary compensation, Westlake will provide substantial cooperation that will allow the End-User Class Plaintiffs to maximize their recovery against the remaining defendants. Specifically, Westlake's cooperation includes document productions, depositions, and trial witnesses. Importantly, the Settlement Agreement does not contain a termination or reduction provision based on potential End-User Settlement Class opt-outs. The Settlement readily satisfies the standards for preliminary approval. It was achieved through hard-fought, arm's-length negotiations between experienced counsel, under the auspices of two experienced mediators over the course of more than a year. The monetary and non-monetary relief provided by the Settlement is fair, reasonable, and adequate.

[1] Unless otherwise defined herein, capitalized terms shall be those defined in the Settlement Agreement Between End-User Class Plaintiffs and Westlake Corporation and Westlake Pipe & Fittings Corporation (the "Settlement Agreement"), attached as Exhibit 1 to the Joint Declaration of Bobby Pouya and Elizabeth A. Fegan ("Joint Decl."), filed concurrently herewith.

End-User Class Plaintiffs also seek preliminary approval of the notice plan combining notice for the Westlake Settlement and the previously approved Pipelife settlement (Dkt. No. 864), providing an efficient settlement notice with significant cost savings to the End-User Class.

Therefore, End-User Class Plaintiffs now move the Court to: (i) preliminarily approve the Settlement Agreement between End-User Class Plaintiffs and Westlake; (ii) preliminarily certify the proposed End-User Settlement Class; (iii) appoint Co-Lead Counsel as End-User Settlement Class Counsel and appoint the named Plaintiffs as Class Representatives for the End-User Settlement Class; (iv) approve the proposed plan for disseminating notice to the End-User Settlement Class for the Westlake and Pipelife settlements and appoint Kroll as the Settlement Administrator; (v) permit the End-User Class Plaintiffs to withdraw up to $325,000 from each of the Westlake and Pipelife Settlement Funds *pro rata* to pay for class notice and administration costs; (vi) appoint The Huntington National Bank as the Escrow Agent; and (vii) set a Fairness Hearing for the Settlement.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. Background of PVC Pipe Products & Plaintiffs' Allegations

This antitrust action arises from allegations regarding a conspiracy to fix, raise, maintain, and stabilize prices in the multi-billion-dollar market of polyvinyl chloride ("PVC") pipe products, including PVC Municipal Pipe, PVC Plumbing Pipe, and PVC Conduit (collectively, "PVC Pipe" or "PVC Pipe Products"). Consolidated Class Action Complaint for the End-User Class ("Complaint"), Dkt. No. 398, ¶¶ 1-4; *see also id.*, ¶¶ 114-32. PVC Pipe is considered a commodity product, and each of the three types of PVC Pipe is produced via the same method. *Id.*, ¶¶ 110, 113.

Starting in 2012 and through November 2024, Defendant Oil Price Information Service, LLC ("OPIS") published *PVC & Pipe Weekly*, which was a weekly publication covering the PVC

Pipe industry. *Id.*, ¶¶ 96-97. OPIS employee Donna Todd was the sole reporter and chief author of the *PVC & Pipe Weekly*. *Id.*, ¶ 97. Plaintiffs allege that OPIS played a central role in facilitating the alleged exchange of pricing information, serving as an intermediary for the Converter Defendants through its employee Donna Todd's weekly reports and through communications via telephone, text, and e-mail. *Id.*, ¶¶ 140-144, 523-530. With the help of OPIS, Plaintiffs allege that Converter Defendants shared both current and forward-looking price information which would have otherwise remained confidential. *Id*. Plaintiffs claim these exchanges allowed Converter Defendants to align pricing, monitor compliance with coordinated increases, and facilitate coordination and collusion in the PVC Pipe market. *Id.*, ¶¶ 138-144, 477-480, 523-530. Ultimately, Plaintiffs allege that these coordinated increases by PVC Pipe manufacturers were passed down to end-user purchasers. *Id*., ¶¶ 493-499.

B. Procedural History

On November 8, 2024, Erie County Water Authority filed its Complaint on behalf of public water suppliers, *Erie County Water Authority v. Otter Tail, Inc.*, *et al*., Case No. 1:24-cv-11531 (N.D. Ill.), Dkt. No. 1. On June 6, 2025, the Court granted Erie County Water Authority's motion for leave to plead a separate indirect purchaser class comprised of PVC Pipe end-users. Dkt. No. 307. On June 18, 2025, the Court appointed Pearson Warshaw, LLP ("Pearson Warshaw") and Fegan Scott LLP ("Fegan Scott") as Co-Lead Class Counsel ("Co-Lead Counsel") for the End-User Class Plaintiffs. Dkt. Nos. 337, 340. On August 18, 2025, End-User Class Plaintiffs filed their Consolidated Class Action Complaint. Dkt. Nos. 398, 399.

On July 13, 2025, the End-User Class Plaintiffs entered into the settlement agreement with OPIS. *See* Dkt. No. 354-1. Pursuant to the End-User Class' settlement with OPIS, OPIS provided attorney proffers regarding the material facts known to its counsel and produced thousands of pages of documents and communications provided to the Department of Justice ("DOJ"), including

structured pricing data and thousands of text messages between Donna Todd and employees of the Converter Defendants. Joint Decl. ¶ 16(c); Dkt. No. 743-1 ¶ 16. On June 3, 2026, the Court granted final approval of the OPIS settlement. Dkt. No. 781.

Westlake and all Converter Defendants moved to dismiss the End-User Class' Complaint by November 11, 2025. *See* Dkt. Nos. 534, 538, 549, 552, 555, 567, 571, 575. All briefing on the motions to dismiss was completed by January 26, 2026. On September 30, 2026, the Court largely denied Defendants' motions to dismiss. Dkt. No. 911.

Westlake marks the fifth settlement the End-User Class Plaintiffs have secured, with recovery in excess of $174,750,000 and five defendant families remaining in the litigation. In June 2026, the End-User Class Plaintiffs entered into a $50 million settlement with Atkore and a $30 million settlement with the Otter Tail Defendants. The Court finally approved the Atkore and Otter Tail settlements on October 1, 2026. Dkt. Nos. 915, 916. On July 16, 2026, the End-User Class Plaintiffs entered into a $15,250,000 settlement with Pipelife Jet Stream. On August 4, 2026, the Court held a hearing and granted preliminary approval of the Pipelife settlement, approving the End-User Class Plaintiffs' request to defer notice until such time as it could be combined with other settlements for cost saving and efficiency purposes. Dkt. No. 864.

III. SUMMARY OF NEGOTIATIONS AND SETTLEMENT TERMS

A. Settlement Negotiations

The End-User Class Plaintiffs and Westlake began settlement negotiations in August 2025, and those negotiations included two in-person mediations with two well-respected mediators, Gregory P. Lindstrom and Miles N. Ruthberg of Phillips ADR, and numerous additional negotiation sessions that continued until the Settlement Agreement was executed on November 17, 2026. Joint Decl. ¶ 17. At all times, the negotiations were at arm's length and hard fought, and counsel zealously advocated for their respective clients. *Id.*, ¶ 19.

As part of the settlement discussions, End-User Class Plaintiffs considered information Westlake provided, subject to the mediation privilege, relating to PVC Pipe Products sales and revenues, which further informed the parties' negotiations and the sufficiency of the monetary recovery. Joint Decl. ¶ 21. Co-Lead Counsel considered Westlake's potential damages at trial, the merits of the End-User Class Plaintiffs' claims against Westlake, and the progress and stage of the litigation. Joint Decl. ¶ 22.

B. Monetary Relief

Under the Settlement Agreement, Westlake will pay $79,500,000 into a non-reversionary, interest-bearing Escrow Account maintained by an Escrow Agent,[2] for the benefit of the End-User Settlement Class. Settlement Agreement, ¶¶ 1(z), 9. 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, litigation expenses and service awards approved by the Court. Within forty-five (45) days after Preliminary Approval is granted by the Court, Westlake will pay or cause to be paid the Settlement Sum into the Escrow Account. *See* Settlement Agreement, ¶ 9.

C. Cooperation

Cooperation by Westlake is a material term of the Settlement Agreement and provides substantial non-monetary benefits to the End-User Settlement Class. Ex. A to the Settlement Agreement ("Cooperation Provision"), ¶ 1. Upon Preliminary Approval, Westlake's cooperation obligations include:

[2] The Parties propose that The Huntington National Bank serve as the Escrow Agent. *See* Joint Decl. ¶ 27; Declaration of The Huntington National Bank, filed concurrently herewith.

(a) *Government Productions*: Westlake will produce, electronically, any documents and data already (or that are in the future) produced by Westlake to the DOJ or any other governmental entity as part of its investigation into alleged antitrust violations in the sale of PVC Pipe Products, as well as any written analysis, interrogatory response, or other written submission provided to the DOJ or any other governmental entity in connection with its investigation. Cooperation Provision, ¶ 1(a).

(b) *Structured Data*: Within twenty-one (21) days after Preliminary Approval, Westlake will produce reasonably accessible transactional sales data related to the sale of PVC Pipe Products in the United States from the period January 1, 2015, through December 31, 2025. Cooperation Provision, ¶ 1(b).

(c) *Depositions*: End-User Class Plaintiffs are entitled to examine up to six (6) current or former Westlake employees, 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. Cooperation Provision, ¶ 1(e).

(d) *Trial Witnesses*: In the event that End-User Class Plaintiffs' claims against any of the remaining Defendants proceed to trial, Westlake will accept trial subpoenas for up to three then-current employees. All Plaintiffs together may call no more than four current or former Westlake employees. Cooperation Provision, ¶ 1(f).

(e) *Custodial Document Collections*: Westlake will produce responsive, non-privileged documents from the files of up to ten (10) custodians identified by End-User Class Plaintiffs, applying agreed-upon search terms, for January 1, 2017, through December 31, 2025. Cooperation Provision, ¶ 1(g).

(f) *Communications with OPIS Personnel*: Westlake will produce all communications with certain OPIS employees located in the custodial files of certain Westlake custodians. Cooperation Provision, ¶ 1(h).

(g) *Authentication of Documents*: Westlake will use reasonable efforts to provide declarations and/or affidavits relating to whether up to 150 documents identified by End-User Class Plaintiffs are authentic and otherwise admissible. Cooperation Provision, ¶ 1(i).

(h) *No Less Cooperation Than Other Plaintiffs*: To the extent Westlake responds to discovery, produces documents, or provides proffers or other cooperation to any other plaintiff in the Action, they will provide the same information to End-User Class Plaintiffs within five (5) Business Days. Cooperation Provision, ¶ 2.

D. Injunctive Relief

Westlake has also agreed that for a period of two years from the date of entry of Final Judgment, it 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 Products. Settlement Agreement, ¶ 33.

E. Release

In consideration of the monetary and non-monetary relief provided by the Settlement, End-User Class Plaintiffs and the proposed End-User Settlement Class agree to release all claims against the Released Parties as defined in the Settlement Agreement. Settlement Agreement, ¶¶ 15-17. Importantly, the release does not extend to any other Defendant currently named in the Action. *Id.*, ¶ 15. The release further allows End-User Settlement Class members to participate in any DPP Class, to the extent they have eligible purchases. *Id*. Westlake's sales of PVC Pipe Products to the End-User Class Plaintiffs and the End-User Settlement Class, and Westlake's alleged conduct, shall remain in the case against all non-settling Defendants as a potential basis for damages claims

and as part of any joint-and-several liability claims against such non-settling Defendants. *Id.*, ¶¶ 15, 44.

IV. THE PROPOSED SETTLEMENT SATISFIES THE STANDARD FOR PRELIMINARY APPROVAL

The Seventh Circuit has recognized that "[f]ederal courts naturally favor the settlement of class action litigation." *Isby v. Bayh*, 75 F.3d 1191, 1196 (7th Cir. 1996) (citation omitted). Preliminary approval of a class action settlement is appropriate where the proposed settlement is "within the range of possible approval." *Gautreaux v. Pierce*, 690 F.2d 616, 621 n.3 (7th Cir. 1982). At this stage, the Court need only "ascertain whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing." *In re TikTok, Inc., Consumer Priv. Litig.*, 565 F. Supp. 3d 1076, 1083 (N.D. Ill. 2021).

In determining whether a class action settlement is fair, reasonable, and adequate, courts in the Seventh Circuit consider whether:

> (A) the class representatives and class counsel have adequately represented the class;
> (B) the proposal was negotiated at arm's length;
> (C) the relief provided for the class is adequate, taking into account:
>
> > (i) the costs, risks, and delay of trial and appeal;
> > (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
> > (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
> > (iv) any agreement required to be identified under Rule 23(e)(3); and
>
> (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2); *Clearview AI, Inc. Consumer Priv. Litig. v. Clearview AI, Inc*., 181 F.4th 785, 792 (7th Cir. 2026). As detailed below, each of the Rule 23(e) factors support granting Plaintiffs' motion for preliminary approval.

A. The Settlement Is Adequate as It Provides Substantial Relief in Light of the Costs, Risks, and Delay of Further Litigation

The proposed Settlement provides a significant monetary payment of $79,500,000 to the End-User Settlement Class, plus the substantial non-monetary benefit of Westlake's extensive cooperation as Plaintiffs continue to pursue claims against the remaining Converter Defendants. Westlake is the first large municipal pipe Defendant to settle with the End-User Class, and the Settlement is the largest End-User settlement to date. Joint Decl. ¶ 10. Standing alone, the Settlement equals approximately 83% of the End-User Class Plaintiffs' prior settlements with Atkore, Otter Tail, and Pipelife combined. *Id*. It is also nearly a 20% premium of Westlake's settlement with the DPP Class, which was entered into prior to the ruling on the motion to dismiss. *Id*.

Moreover, all commerce associated with the alleged conspiracy remains in the case against the non-settling Defendants, who remain jointly and severally liable for any damages caused by Westlake's conduct. Settlement Agreement, ¶¶ 15, 44; *see Paper Sys. v. Nippon Paper Indus. Co.*, 281 F.3d 629, 632 (7th Cir. 2002) ("[E]ach member of a conspiracy is liable for all damages caused by the conspiracy's entire output."). The End-User Class Plaintiffs' claims against the remaining Converter Defendants, including the remaining major municipal pipe players, are fully preserved.

Additionally, the Settlement's cooperation terms are a material benefit to the End-User Class. Cooperation Provision, ¶ 1. Courts frequently recognize the unique value that cooperating settling defendants can bring to an antitrust case. *See, e.g.*, *In re Packaged Ice Antitrust Litig.*, No. 08-MD-01952, 2011 WL 717519, at *3 (E.D. Mich. Feb. 22, 2011); *In re Pressure Sensitive Labelstock Antitrust Litig.*, 584 F. Supp. 2d 697, 702 (M.D. Pa. 2008); *see also Sonterra Cap. Master Fund, Ltd. v. Barclays Bank PLC*, No. 15-CV-3538 (VSB), 2023 WL 3749996, at *5 (S.D.N.Y. June 1, 2023). This case illustrates the point. The documents and data produced under

the OPIS settlement formed the foundation of the End-User Class Plaintiffs' Consolidated Complaint and materially advanced their ability to reach settlements with four Converter Defendants. Joint Decl. ¶¶ 16, 20.

1. The Costs, Risks, and Delay of Trial and Appeal Weigh in Favor of the Settlement

Antitrust litigation is inherently complex and risky, and this multi-defendant antitrust action involving fifteen Converter Defendants epitomizes those concerns. *See*, *e.g.*, *In re Graphics Processing Units Antitrust Litig.*, 253 F.R.D. 478, 499 (N.D. Cal. 2008) ("the problem of proof in an indirect purchaser case is intrinsically more complex, because the damage model must account for the actions of innocent intermediaries who allegedly passed on the overcharge.") (citation omitted). Absent the Settlement, the End-User Settlement Class would face years of additional litigation including contested class certification, extensive fact and expert discovery, summary judgment, and trial. The Settlement avoids that risk and delay and provides an immediate and tangible $79,500,000 payment to the End-User Settlement Class. It also strengthens the Class' ability to prosecute claims against the remaining Converter Defendants, who remain jointly and severally liable for Westlake's commerce. These benefits are substantial given the complexity of the case and the risks of further litigation without Westlake's cooperating materials.

2. There Are No Agreements to Be Identified Under Rule 23(e)(3)

Pursuant to Rule 23(e)(3), the parties have identified all agreements made in connection with the settlement proposal. The parties have not entered into any side-letter or confidential agreement relating to the Settlement Agreement.

3. The Distribution Plan and Attorneys' Fees Will Be Approved by the Court in the Aggregate for Multiple Settlements, Benefitting the Class

Co-Lead Counsel do not seek distribution of Settlement Funds for claims or attorneys' fees at this time. As set forth in the proposed Notice, Settlement Class members will be informed that

the Court will approve a plan of distribution of the Settlement proceeds before any funds will be disbursed. *See* Declaration from Christie K. Reed ("Reed Decl."), Exs. 1-5. As with the Atkore, Otter Tail, and Pipelife settlements, Co-Lead Counsel recommend postponing the start of the claims process and the distribution of the Settlement Fund until a later stage in the litigation when the End-User Class possesses additional discovery relating to settlement administration. Joint Decl. ¶ 26. A court need not consider the exact allocation or plan of distribution to determine that the settlement is fair, reasonable, and adequate. *See* Dkt. Nos. 859-862, 864, 915, 916; *Burnett v. Nat'l Ass'n of Realtors*, 187 F.4th 1051, 1075 (8th Cir. 2026) ("[I]t is appropriate, and often prudent, in massive class actions to follow a two-stage procedure and defer consideration of the plan of distribution until after final settlement approval. This is because court approval of a settlement as fair, reasonable and adequate is conceptually distinct from the approval of a proposed plan of allocation." (internal citations and quotations omitted)); *In re Domestic Airline Travel Antitrust Litig.*, 378 F. Supp. 3d 10, 22 (D.D.C. 2019) (finding that it was "not an impediment to approval of the settlement that the actual amount to be distributed to class members" was not known at final approval) (collecting cases).

Additionally, Co-Lead Counsel are not requesting an award of attorneys' fees, payment of incurred litigation expenses, or Class Representative service awards at this time. They will seek those awards in the future, and Settlement Class members will be given notice and an opportunity to be heard. The proposed Notice will inform Settlement Class members that (i) Co-Lead Counsel are not presently seeking fees, and (ii) in the future, they may seek fees "of up to 33 1/3% of the Settlement Funds," in which case (iii) they "will receive further notice and an opportunity to make a claim or object to these requests." Exhibit 2 to Reed Decl., ¶ 20. Each of these details supports preliminary approval of the Settlement, which can be determined without adjudication of matters

such as attorneys' fees. *See, e.g.*, *In re AT&T Mobility Wireless Data Servs. Sales Tax Litig*., 789 F. Supp. 2d 935, 972 (N.D. Ill. 2011) (granting final approval over objection that the settlement notice lacked a precise amount of attorneys' fees and finding that notice of a future fee application was sufficient).

B. The Settlement Treats Class Members Equitably Relative to Each Other

The Settlement satisfies the requirement under Federal Rule of Civil Procedure 23(e)(2)(D) that a class action settlement treat class members equitably. All Settlement Class members are subject to identical terms under the Settlement. There is also no preferential treatment for named plaintiffs and no structural inequities in the Settlement. And the Settlement's release applies uniformly to all Settlement Class Members. Settlement Agreement, ¶¶ 15-17. Accordingly, this factor weighs in favor of preliminary approval. *See, e.g*., Dkt. Nos. 362, 781, 794, 795, 813, 815, 859-862, 864, 915, 916; *Gibson v. Nat'l Ass'n of Realtors*, No. 4:23-cv-00788-SRB, 2026 WL 640989, at *6 (W.D. Mo. Feb. 5, 2026) (granting final approval in settlement where allocations would be determined later and finding that the settlements "treat Class members fairly and equitably relative to each other.").

C. The Class Representatives and Co-Lead Counsel Will Adequately Represent the Class

Rule 23(e)(2)(A) requires that the class has been adequately represented by the class representatives and class counsel. Fed. R. Civ. P. 23(e)(2)(A). Courts find this requirement is satisfied where the class representative has "diligently litigated the claims and is represented by experienced […] litigators with a proven track record." *Paszkiet v. Animal Dr. Ltd.*, Civil Action No. 1:24-cv-8403, 2026 U.S. Dist. LEXIS 201764, at *10 (N.D. Ill. Aug. 27, 2026) (internal quotations omitted).

End-User Class Plaintiffs and Co-Lead Counsel have and will continue to adequately represent the interests of the Class members. This Court previously appointed Pearson Warshaw and Fegan Scott as Co-Lead Counsel for the End-User Class, and repeatedly found that they, along with the End-User Class Plaintiffs, are adequate representatives. Dkt. Nos. 337, 340, 362, 795, 815, 864, 915, 916. Co-Lead Counsel are experienced in complex antitrust class action litigation and have vigorously prosecuted this action on behalf of the class. Joint Decl. ¶¶ 16, 23. Since their appointment, Co-Lead Counsel have demonstrated their abilities and commitment to the Class' best interest by drafting a voluminous and well-supported Complaint, opposing Defendants' motions to dismiss, pursuing party and third-party discovery, and engaging in fruitful settlement negotiations. *Id*., ¶ 16.

Similarly, End-User Class Plaintiffs have demonstrated their commitment to the Class by actively participating in the litigation, including reviewing relevant pleadings, remaining apprised of the status of the case, and preserving and collecting documents for production. *Id*., ¶ 29. End-User Class Plaintiffs and Co-Lead Counsel are committed to continuing to perform these duties and representing the End-User Settlement Class members throughout the course of this litigation. *Id*., ¶ 30. *See* Dkt. No. 781, ¶ 12 (finding "the End-User named plaintiffs and Co-Lead Class Counsel are adequate representatives of the Settlement Class"); Dkt. No. 795, ¶ 3 (with regard to the End-User Class, "[t]he Court preliminarily finds that the requirements of Rule 23(a) … have been met."); Dkt. No. 815, ¶ 3 (same); Dkt. No. 864, ¶ 3 (same).

D. The Settlement Was Negotiated at Arm's Length

The Settlement was the product of protracted, arm's-length negotiations between sophisticated counsel, with the assistance of preeminent mediators. Joint Decl. ¶ 17. Counsel for both parties are experienced in complex antitrust class action litigation and zealously advocated for their respective clients throughout the negotiation process. Joint Decl. ¶ 19. The participation

of experienced mediators further confirms that the Settlement is free of collusion. *McCue v. MB Fin., Inc.*, No. 1:15-cv-00988, 2015 WL 1020348, at *2 (N.D. Ill. Mar. 6, 2015) (a settlement reached with an experienced class action mediator "reinforces the non-collusive nature of the settlement"); *T.K. v. Bytedance Tech. Co., Ltd.*, No. 19-CV-7915, 2022 WL 888943, at *11 (N.D. Ill. Mar. 25, 2022) ("The best evidence of a 'truly adversarial bargaining process' is the 'presence of a neutral third-party mediator.'") (quoting 4 *Newberg on Class Actions* § 13:50 (5th ed. 2021)).

Negotiations with Westlake lasted more than one year, including two full-day, in-person mediation sessions with experienced mediators Gregory P. Lindstrom and Miles N. Ruthberg of Phillips ADR in October 2025 and November 2026, respectively. Joint Decl. ¶¶ 17-18. Although the October 2025 mediation was productive, it did not result in an agreement. Joint Decl. ¶ 18. The parties focused their attention on litigation until this Court issued its Order largely denying Defendants' Motion to Dismiss on September 30, 2026, at which time the parties resumed settlement negotiations. Joint Decl. ¶ 18. On November 2, 2026, the parties participated in a full-day, in-person mediation . *Id*. The parties continued negotiating the terms of the Settlement over the course of two weeks, resulting in the Settlement Agreement executed on November 17, 2026. *Id*.; *see generally* Settlement Agreement.

Co-Lead Counsel for the End-User Class Plaintiffs have thoroughly analyzed the strengths and weaknesses of the End-User Class' claims and, in their informed opinion, this Settlement is fair, reasonable, and adequate, and in the best interests of the End-User Settlement Class. Joint Decl. ¶¶ 10, 22-24; *see In re AT&T Mobility Wireless Data Servs. Sales Tax Litig.*, 270 F.R.D. 330, 350 (N.D. Ill. 2010) ("Courts are 'entitled to rely heavily on the opinion of competent counsel'") (citing *Gautreaux*, 690 F.2d at 634).

V. THE PROPOSED SETTLEMENT CLASS SATISFIES RULE 23

At the preliminary approval stage, the Court must also determine whether to certify the proposed Settlement Class for settlement purposes under Rule 23. *See, e.g.*, *Amchem Prods. v. Windsor*, 521 U.S. 591, 620 (1997). Certification of a settlement class must satisfy each requirement set forth in Rule 23(a), as well as at least one of the separate provisions of Rule 23(b). *Id.* at 613-14; *see also Bell v. PNC Bank, N.A.*, 800 F.3d 360, 373 (7th Cir. 2015).

End-User Class Plaintiffs request that the Court certify, for settlement purposes only, the following End-User Settlement Class:

> All purchasers of PVC Pipe Products in the United States and its territories during the period September 1, 2017, through June 10, 2026, who fall into any of the following categories: (1) All public water systems that purchased PVC Pipe Products for end-use, including in connection with the treatment or supply of water; (2) All public wastewater systems that purchased PVC Pipe Products for end-use, including for the collection, disposal or treatment of wastewater; (3) 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; and (4) All purchasers of PVC Pipe Products, who purchased from a seller that purchased the product indirectly from any of the Converter Defendants (or from any of the Converter Defendants' parents, predecessors, subsidiaries, or Affiliates).
>
> Specifically excluded from the Settlement Class are: (1) 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; (2) any federal government entity; 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, and any business majority-owned by any such person.

Settlement Agreement, ¶ 5.

This class definition is consistent with the End-User Class previously certified by the Court for purposes of the OPIS, Atkore, Otter Tail, and Pipelife settlements and satisfies the requirements of Rule 23(a) and (b). *See* Dkt. Nos. 362, 615, 775, 781, 795, 815, 864, 915, 916; *see also Smith v. Sprint Communs. Co., L.P.*, 387 F.3d 612, 614 (7th Cir. 2004) (when faced with a request for settlement-only class certification, "'a district court need not inquire whether the case, if tried, would present intractable management problems, for the proposal is that there be no trial.'") (quoting *Amchem Prods., Inc.*, 521 U.S. at 620).

A. The Proposed End-User Settlement Class Satisfies the Requirements of Rule 23(a)

1. The Class is Sufficiently Numerous

Rule 23(a)(1) requires that the class be so numerous as to make joinder of its members "impracticable." In the Seventh Circuit, "'a forty-member class is often regarded as sufficient to meet the numerosity requirement.'" *Orr v. Shicker*, 953 F.3d 490, 498 (7th Cir. 2020) (quoting *Mulvania v. Sheriff of Rock Island Cnty.*, 850 F.3d 849, 859 (7th Cir. 2017)). Numerosity is easily satisfied here. The End-User Settlement Class encompasses all public water systems, public wastewater systems, public energy suppliers, and indirect purchasers of PVC Pipe Products throughout the United States over a nearly nine-year period. Given the nature of the PVC Pipe industry and the breadth of the class definition, the class numbers in the thousands, making joinder impracticable. *See* Dkt. No. 743-2, ¶¶ 4-5 (settlement administrator identified the contact information for 193,701 unique End-User Class members); Dkt. No. 781, ¶ 12 (finding the proposed End-User Settlement Class "numbers thousands of entities, and joinder of all such entities would be impracticable"); Dkt. No. 795, ¶ 3 (with regard to the End-User Class, "[t]he Court preliminarily finds that the requirements of Rule 23(a) … have been met."); Dkt. No. 815, ¶ 3 (same); Dkt. No. 864, ¶ 3 (same).

2. Questions of Law and Fact are Common to the Settlement Class

Rule 23(a)(2) requires that there be "questions of law or fact common to the class." Plaintiffs must show that resolution of an issue of fact or law "is central to the validity of each" class member's claim and "[e]ven a single [common] question…will satisfy the commonality requirement." *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350, 369 (2011) (citation omitted).

Commonality is met because all class members' claims arise from the same alleged conspiracy to fix prices of PVC Pipe Products. The central questions of law and fact common to the End-User Settlement Class include: (i) whether Westlake participated in a conspiracy to fix, raise, and maintain prices of PVC Pipe Products; (ii) the nature and scope of the alleged conspiracy; and (iii) whether the conspiracy caused injury to the class. *See Suchanek v. Sturm Foods, Inc.*, 764 F.3d 750, 756 (7th Cir. 2014) ("Where the same conduct or practice by the same defendant gives rise to the same kind of claims from all class members, there is a common question."); *see also* Dkt. No. 795, ¶ 3 (with regard to the End-User Class, "[t]he Court preliminarily finds that the requirements of Rule 23(a) … have been met."); Dkt. No. 815, ¶ 3 (same); Dkt. No. 864, ¶ 3 (same).

3. Plaintiffs' Claims are Typical of Those of the Settlement Class

Rule 23(a)(3) requires that the class representatives' claims be typical of class members' claims. Fed. R. Civ. P. 23(a)(3). "The question of typicality in Rule 23(a)(3) is closely related to the preceding question of commonality." *Rosario v. Livaditis*, 963 F.2d 1013, 1018 (7th Cir. 1992); *Wal-Mart Stores*, *Inc.*, 564 U.S. at 349 n.5 (noting the "commonality and typicality requirements of Rule 23(a) tend to merge"). "[T]he typicality requirement is liberally construed." *Dennis v. Greatland Home Health Servs.*, 591 F. Supp. 3d 320, 328 (N.D. Ill. 2022).

Typicality is satisfied because the named Plaintiffs' claims arise from the same course of conduct as those of the class and are based on the same legal theories. *Chicago Headline Club v.*

Noem, 350 F.R.D. 612, 623 (N.D. Ill. 2025) ("a 'plaintiff's claim is typical if it arises from the same event or practice or course of conduct that gives rise to the claims of other class members.'" (quoting *Keele v. Wexler*, 149 F.3d 589, 595 (7th Cir. 1998)); *see also In re Ready-Mixed Concrete Antitrust Litig.*, 261 F.R.D. 154, 168 (S.D. Ind. 2009) ("Typicality in the antitrust context will be established by plaintiffs and all class members alleging the same antitrust violation by the defendants.") (citation omitted).

Each named Plaintiff purchased PVC Pipe Products during the Class Period and paid supracompetitive prices as a result of the alleged conspiracy, which is the same injury as all other class members. Complaint, ¶¶ 16, 18, 20, 21. The class representative End-User Class Plaintiffs will have to prove the same elements that other End-User Settlement Class members would have to prove, *e.g.*, the existence and effect of such a conspiracy. Because the named End-User Class Plaintiffs' claims arise out of the same alleged illegal anticompetitive conduct and are based on the same alleged theories and will require the same types of evidence to prove those theories, the typicality requirement of Rule 23(a)(3) is satisfied. Dkt. No. 781, ¶ 12 (finding "the End-User named plaintiffs' claims are typical of the claims of the Settlement Class they seek to represent for purposes of the settlement"); Dkt. No. 795, ¶ 3 (with regard to the End-User Class, "[t]he Court preliminarily finds that the requirements of Rule 23(a) … have been met."); Dkt. No. 815, ¶ 3 (same); Dkt. No. 864, ¶ 3 (same).

4. Plaintiffs and Their Counsel Have and Will Adequately Represent the Interests of the Class

Rule 23(a)(4) requires that, in order for a case to proceed as a class action, the court must find that "the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). This requirement "consists of two parts: (1) the adequacy of the named plaintiffs as representatives of the proposed class's myriad members, with their differing and

separate interests, and (2) the adequacy of the proposed class counsel." *Gomez v. St. Vincent Health, Inc.*, 649 F.3d 583, 592 (7th Cir. 2011). Both parts are satisfied in this case.

First, the named End-User Class Plaintiffs and Co-Lead Counsel have no conflicts with other class members and are committed to prosecuting this action on behalf of the class. End-User Class Plaintiffs, like all End-User Settlement Class members, share an overriding interest in obtaining the largest possible monetary recovery and cooperation in their ongoing prosecution of the case. *Kohen v. Pac. Inv. Mgmt. Co. LLC & PIMCO Funds*, 571 F.3d 672, 680 (7th Cir. 2009) (holding that "hypothetical" conflicts of interest are not sufficient to defeat the common interest prong of Rule 23(a)(4)).

Second, as set forth in Section IV(C) *supra*, Rule 23(a)(4)'s adequacy requirement is met because the End-User Class Plaintiffs and Co-Lead Counsel have shown their commitment by litigating vigorously, including drafting the Complaint, opposing the motions to dismiss, pursuing discovery, negotiating settlements, and preserving documents. The Court has also repeatedly found them to be adequate representatives. *See Gomez*, 649 F.3d at 592; *Kohen*, 571 F.3d at 679; Joint Decl. ¶¶ 2, 5, 16, 29–30; Dkt. Nos. 337, 340, 362, 781, 795, 815, 864.

B. The Proposed End-User Settlement Class Satisfies the Requirements of Rule 23(b)(3)

Once Rule 23(a)'s four prerequisites are met, the Court analyzes whether End-User Class Plaintiffs satisfy Rule 23(b)(3) by showing that "questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3).

"The Rule 23(b)(3) predominance inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation." *Amchem Prods., Inc.*, 521 U.S. at 623. "The

common issues need not be dispositive of the entire litigation." *Riordan v. Smith Barney*, 113 F.R.D. 60, 65 (N.D. Ill. 1986) ("The fact that questions peculiar to each individual member of the class may remain after the common questions have been resolved does not dictate the conclusion that a class action is not permissible."). In this antitrust conspiracy case, the central common question of the existence of the conspiracy drives the issue of Westlake's liability and the End-User Settlement Class members' damages. *See* 4 *Newberg on Class Actions* § 18.28 at 102 (4th ed. 2002) ("As a rule, the allegation of a price-fixing conspiracy is sufficient to establish predominance of common questions."); *Amchem Prods., Inc.*, 521 U.S. at 625 ("Predominance is a test readily met in certain cases alleging consumer or securities fraud or violations of the antitrust laws.").

Further, End-User Class Plaintiffs will answer these common questions through common evidence. *See Messner v. Northshore Univ. HealthSystem*, 669 F.3d 802, 819 (7th Cir. 2012) ("The ability to use such common evidence… to prove a class's claims is sufficient to support a finding of predominance on the issue of antitrust impact for certification under Rule 23(b)(3)."). Among other things, Plaintiffs will rely on OPIS's *PVC & Pipe Weekly*, Westlake and other Converter Defendants' communications with and through Donna Todd, and Defendants' corporate records concerning pricing decisions and strategies. *See Pella Corp. v. Saltzman*, 606 F.3d 391, 394 (7th Cir. 2010) ("the need for individual proof alone does not necessarily preclude class certification"). *See also* Dkt. No. 781, ¶ 12 (finding "the questions of law and fact common to the [End-User] Settlement Class predominate over any questions affecting any individual Settlement Class member"); Dkt. No. 795, ¶ 3 (finding that the End-User Class meets the requirements of Rule 23(b)(3)); Dkt. No. 815, ¶ 3 (same); Dkt. No. 864, ¶ 3 (same).

Superiority is evaluated by four considerations:

> (A) the class members' interests in individually controlling the prosecution or defense of separate actions; (B) the extent and nature

> of any litigation concerning the controversy already begun by or against class members; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the likely difficulties in managing a class action.

Fed. R. Civ. P. 23(b)(3).

Here, any End-User Settlement Class member's interest in individually controlling the prosecution of separate claims is outweighed by the efficiency of the class mechanism. Since at least thousands of Settlement Class members purchased PVC Pipe Products during the Class Period, settling these claims in the context of a class action conserves both judicial and private resources and hastens the End-User Settlement Class members' recovery.

Finally, while End-User Class Plaintiffs see no management difficulties in this case, this consideration is not pertinent to approving a settlement class. *Amchem Prods., Inc.*, 521 U.S. at 620 ("Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial."). Accordingly, the proposed class action is superior to other available methods (if any) for the fair and efficient adjudication of the controversy relating to Westlake. Dkt. No. 781, ¶ 12 (finding "a class action on behalf of the [End-User] Settlement Class is superior to other available means of adjudicating this dispute."); Dkt. No. 915, ¶ 5 (same); Dkt. No. 916, ¶ 5 (same).

VI. THE PROPOSED NOTICE PLAN FOR THE WESTLAKE AND PIPELIFE SETTLEMENTS SATISFIES RULE 23 AND DUE PROCESS

The proposed notice plan and documents combine the previously preliminarily approved Pipelife settlement information into one combined notice document and plan to provide Class members with notice of both settlements in the same document. Doing so will minimize the costs associated with providing notice to the Classes of each settlement and avoid potential confusion

by Class members.[3] The Court approved a similar combined notice plan for the End-User settlements with Atkore and Otter Tail.

Rule 23(c)(2)(B) requires that class members in a Rule 23(b)(3) class action receive "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." The proposed notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

The notice plan is consistent with the Court's prior orders approving notice plans for the End-User settlements with OPIS, Atkore, and Otter Tail. *See* Dkt. Nos. 375, 615, 795, 815. The proposed Notice Plan includes: (a) direct notice by mail and/or email to all identifiable End-User Settlement Class members, utilizing data obtained from non-party subpoenas, non-settling Defendants' customer lists, and Kroll's compiled End-User Settlement Class list; (b) a robust publication notice campaign, including digital media and targeted industry publications, designed to reach at least 70% of likely End-User Class members; (c) a dedicated settlement website (www.EndUserPVCLitigation.com) where class members can access detailed information about the Settlement, the Long-Form Notice, and relevant court documents; and (d) a toll-free telephone number and email address for class member inquiries. Reed Decl. ¶¶ 5, 8, 31, 32.

[3] In the Motion for Preliminary Approval of the Pipelife settlement, Co-Lead Counsel for the End-User Class requested, and the Court approved, deferred notice of the Pipelife settlement until such time as it could be combined with another settlement's notice for cost savings. Dkt. Nos. 858, 864. Plaintiffs provided the proposed notice documents attached to the Reed Declaration to counsel for Pipelife, and Pipelife agrees to the joint notice plan. Joint Decl. ¶ 25.

The proposed notice documents include a Long-Form Notice posted on the Settlement website, a postcard or email notice for direct notice, and a summary publication notice. *See* Reed Decl., Exs. 2-3. These documents clearly describe the litigation, the terms of the Settlement, the rights of class members, the procedures for objecting to or requesting exclusion from the Settlement, and the date, time, and location of the Fairness Hearing. *Id*.

End-User Class Plaintiffs propose to use the same notice infrastructure and Settlement Administrator, Kroll Settlement Administration, LLC, that this Court previously approved and that was successfully used for the OPIS, Atkore, and Otter Tail settlements. Dkt. Nos. 375, 615, 795, 815; *see* Reed Decl. ¶¶ 12-33.

VII. THE PROPOSED SCHEDULE IS FAIR AND SHOULD BE APPROVED

End-User Class Plaintiffs respectfully propose the following schedule:

Event	Deadline
Westlake shall file via ECF confirmation of their provision of notice to government regulators pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715(b)[4]	November 29, 2026
Settlement Administrator to commence email notice and commence implementation of publication notice plan	Within 28 days of an order granting Preliminary Approval
Objection and Exclusion Deadline: Last day for End-User Settlement Class Members to request exclusion from Westlake and/or Pipelife settlements, file objections to both or either of the settlements, or file notices to appear at the Fairness Hearing	60 days after commencement of settlement Class Notice
Settlement Administrator to provide Westlake and Pipelife with a list of all persons and entities who have timely and validly requested exclusion from the Settlement Classes	3 days after last day to request exclusion from the settlements
Co-Lead Counsel shall file a motion for Final Approval of the Westlake and Pipelife settlements and all supporting papers, providing a list of all timely and valid exclusions from the Settlement Classes and/or Settlements (as well as all rejected exclusion requests), and Co-Lead Class Counsel, Westlake, and Pipelife may respond to any objections to the proposed Settlements	14 days before the Fairness Hearing
Fairness Hearing	No earlier than March 22, 2027, or as soon thereafter as may be heard by the Court

This schedule is fair to End-User Settlement Class members because it provides ample time for consideration of the Settlement and to determine the course of action that they believe is best for themselves. The schedule also allows the full statutory period for Westlake to serve its CAFA notices (*see* Settlement Agreement, ¶ 26), and for regulators to review the Westlake settlement and

[4] Pipelife Jet Stream, Inc. filed a Notice of Compliance with 28 U.S.C. § 1715 in the End-User Plaintiffs' Action on August 19, 2026. Dkt. No. 875.

advise the Court of their views should they choose to do so. *See* 28 U.S.C. § 1715(d) (final approval may not be granted within 90 days of service of the CAFA notices).

VIII. CONCLUSION

End-User Class Plaintiffs respectfully request that this Court enter the proposed Preliminary Approval Order: (1) preliminarily approving the Settlement Agreement; (2) preliminarily certifying, for settlement purposes, the proposed End-User Settlement Class; (3) appointing Pearson Warshaw and Fegan Scott as End-User Settlement Class Counsel and Erie County Water Authority, Water District No. 1 of Johnson County, Northern Moraine Wastewater Reclamation District, and James L. Corsey as class representatives of the End-User Settlement Class; (4) approving the combined Pipelife and Westlake settlement notice to the Class; (5) appointing the Settlement Administrator, including permitting End-User Class Plaintiffs to withdraw up to $325,000 from each of the Westlake and Pipelife Settlement Funds *pro rata* to pay for class notice and administration costs without further approval; (6) appointing The Huntington National Bank as the Escrow Agent; and (7) setting a Fairness Hearing for the Settlement.

Dated: November 19, 2026

Respectfully submitted,

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