Exhibit B-7

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
End-User Class Plaintiffs	

SETTLEMENT AGREEMENT BETWEEN END-USER CLASS PLAINTIFFS 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 End-User Class Plaintiffs ("EUCPs"), [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 (collectively, "Westlake" or "Settling Defendant"). EUCPs, on behalf of themselves and the Settlement Class, and Settling Defendant are referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, EUCPs 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

[1] As used herein, "EUCPs" means named plaintiffs Erie County Water Authority, Water District No. 1 of Johnson County, Northern Moraine Wastewater Reclamation District, and James L. Corsey.

things, that Settling Defendant participated in a conspiracy—with other Defendants (as hereinafter defined) and alleged non-Defendant co-conspirators—from at least September 1, 2017 through the present to fix, raise, maintain, and stabilize the price of PVC Pipe Products (as hereinafter defined);

WHEREAS, Interim Co-Lead Counsel have been appointed by the Court to represent, on an interim basis, a putative class of purchasers of PVC Pipe Products;

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted against Settling Defendant in any way arising out of or relating in any way to the purchase of PVC Pipe Products produced, processed or sold by Settling Defendant or any of the Defendants or their alleged co-conspirators;

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

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

WHEREAS, EUCPs 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 the Released Claims, as defined below;

WHEREAS, Settling Defendant, notwithstanding its belief that the claims that are or could be asserted by EUCPs or the Settlement Class against it are without merit, that it has legitimate defenses to any such claims, and that it would ultimately prevail at trial on such claims, enters into

this Settlement Agreement to avoid the costs, expenses, and uncertainties of this complex litigation, and thereby put this controversy to rest;

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

WHEREAS, both 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 EUCPs 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 EUCPs and the Settlement Class 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 as to the EUCPs and the Settlement Class:

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 EUCPs in the above-captioned proceeding as well as all putative class action and direct action lawsuits which have been consolidated or coordinated 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 EUCPs' Consolidated Class Action Complaint for the End-User Class (ECF No. 398).

d. "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.

e. "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).

f. "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. For the avoidance of doubt, "Defendant" and "Converter Defendant" include any Defendants that have been dismissed from the Action.

g. "DPPs" means Direct Purchaser Plaintiffs and the proposed Direct

Purchaser Plaintiff settlement class as to Settling Defendant, including Bill Wagner & Son, Inc., Vitolite Electric Sales Co., and Hodges Supply Company.

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

i. "Escrow Agent" means the escrow agent approved by both Westlake and Interim Co-Lead Counsel that establishes and maintains the Escrow Account.

j. "Escrow Agreement" means that certain agreement between the Escrow Agent that holds the Settlement Fund and EUCPs (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 Defendant 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 Pearson Warshaw, LLP and Fegan Scott LLP as appointed by the Court on an interim basis to represent the putative class of end user purchasers of PVC Pipe Products.

o. "NCSPs" means the Non-Converter Seller Purchaser Plaintiffs, including Plaintiffs George Bavolak, Delta Line Construction Co., TC Construction, Inc., Blake Wrobbel, Stephen Bell, Bell Electric, LLC, Russell Jacobs, Eric Wasman, Adam Kennedy, My Flooring, Inc., and Victor Silva.

p. "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.

q. "PVC Pipe Products" consist of all pipe and fittings products made in whole or in part with polyvinyl chloride ("PVC"), including: (1) all PVC products described in the Complaint; (2) PVC municipal pipe, which encompasses PVC municipal drinking water pipe and PVC municipal sewer pipe; (3)

PVC plumbing pipe, which is primarily used for household and commercial plumbing; and (4) PVC conduit, which is used as electrical conduit pipe. For the avoidance of doubt, PVC Pipe Products also include all products made in whole or in part from PVC that are defined as "PVCPs" and "Fittings" in the DPP Second Consolidated Amended Class Action Complaint (ECF No. 390) filed in the Action and that are defined as "PVC Pipe Systems" in the NCSPs' Second Consolidated Class Action Complaint (ECF No. 394) filed in the Action.

r. "Released Claims" shall have the meaning set forth in Paragraphs 15 and 16 of this Settlement Agreement.

s. "Released Parties" means, collectively and individually, Settling Defendant (as defined above), together with any and all of its (or their) 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 Defendant, either explicitly or as a third-party beneficiary.

t. "Releasing Parties" means, collectively and individually, EUCPs, the

Settlement Class, and all members of the Settlement Class, including the EUCPs, each on behalf of themselves and their respective predecessors, successors, and assigns, 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, and 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, 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 EUCPs 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 September 1, 2017, through June 10, 2026.

z. "Settlement Sum" means $79,500,000 (seventy-nine million, five hundred thousand U.S. dollars). Settling Defendant 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 any service awards approved by the Court. For the avoidance of doubt, the Settlement Sum is the maximum amount that Settling Defendant will be obligated to pay in consideration of the Settlement, and under no circumstances will Settling Defendant 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, EUCPs 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 Defendant shall cease all litigation activities in the Action with respect to EUCPs and the Settlement Class except to the extent expressly authorized in this Settlement Agreement.

b. Settling Defendant may not seek discovery from EUCPs in the Action, but Settling Defendant may participate in meet and confers which involve EUCPs and other plaintiffs. Settling Defendant shall have the right to receive discovery produced by EUCPs that is produced to non-settling Defendants in the course of the litigation. This litigation standstill precludes Settling Defendant or its 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 EUCPs, making oral arguments to the presiding court or conducting direct or cross-examination of witnesses on merits- or class-related issues that are solely applicable to EUCPs (and in no event, will Settling Defendant's attorneys be the attorneys arguing on behalf of other Defendants on issues that solely apply to EUCPs), working with expert witnesses or on expert materials in connection with opinion testimony and disclosures that are specifically and exclusively related to EUCPs, providing documents for use in other cases in the Action that remain pending against EUCPs that have not otherwise been produced in discovery, or through the provision of documents, affidavits, or declarations for use in the EUCP case (not requested by EUCPs) or by offering witnesses at trial (not requested by EUCPs) in any trial in which EUCPs are the only plaintiffs. Nothing in this Settlement Agreement shall be construed to prohibit Settling Defendant, in any way, from defending itself against

claims brought by plaintiffs other than EUCPs or the Settlement Class in the Action or from coordinating with non-settling Defendants in the defense of such claims, including through the retention and disclosure of experts as to such claims, or from defending itself in proceedings outside of the Action. None of the foregoing will prevent Settling Defendant 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. EUCPs may not seek discovery from Released Parties in the Action except as expressly authorized pursuant to the cooperation terms of the Settlement Agreement. EUCPs may participate in meet and confers which involve Settling Defendant and other Defendants. This litigation standstill precludes EUCPs or EUCPs' 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 Defendant, making oral arguments to the presiding court or conducting direct or cross-examination of witnesses on merits- or class-related issues that are solely applicable to Settling Defendant (and in no event, will EUCPs' attorneys be the attorneys arguing on behalf of other plaintiffs or plaintiff classes on issues that solely apply to Settling Defendant), working with expert witnesses or on expert materials in connection with opinion testimony and disclosures that are specifically and exclusively related to Settling Defendant, providing documents for use in other cases in the Action that remain pending against Settling Defendant

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 Defendant or by offering witnesses at trial in any trial in which EUCPs 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 EUCPs 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 EUCPs' economic expert(s) that those experts deem necessary to show classwide impact or damages to EUCPs, or to respond to Defendants' expert analyses concerning the same; and (4) arguing on behalf of EUCPs on issues that are permitted by the terms of this standstill, even if those issues benefit other plaintiffs or apply to Settling Defendant.

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. As soon as practicable, but no sooner than the Execution Date, and not later than seven (7) Days after the Execution Date, EUCPs will move the Court for Preliminary Approval of this Settlement. At 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 Defendant for its review. To the extent that Settling Defendant objects to any aspect of the motion, it 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 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, EUCPs shall seek, and Settling Defendant shall take no position with respect to, 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 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).
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> 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.

6. Settlement Class Notices. After Preliminary Approval, and subject to approval by

the Court of the means for dissemination:

a. At 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 Defendant for its review. To the extent that Settling Defendant has 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. Individual notice of this Settlement shall be emailed, or otherwise sent 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 Defendant shall not object to Interim Co-Lead Counsel

withdrawing from the Settlement Fund, subject to any necessary Court approval, up to $325,000.00 to pay settlement notice and administration costs.

e. Subject to Court approval, the timing of sending notice of this Settlement Agreement to the Settlement Class is in Interim Co-Lead Counsel's discretion and shall seek to minimize duplicative administrative costs. Any costs of notice actually incurred that Interim Co-Lead Counsel are permitted to withdraw from the Settlement Fund up to $325,000.00, either pursuant to the Parties' Settlement Agreement or order of the Court, shall be nonrefundable to Settling Defendant 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, (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, and (iii) include information on the total dollar value of purchases of PVC Pipe Products during the Settlement Class Period. The purchase information required from Settlement Class members who request exclusion shall be comparable to the information required from Settlement Class members who will submit claims for pro rata distribution of the Settlement Fund in instances where the Settlement Administrator is

without information necessary to determine their total purchases of PVC Pipe Products.

g. Interim Co-Lead Counsel shall not encourage members of the Settlement Class to opt out of the Settlement Class. To the extent that members of the Settlement Class seek Interim Co-Lead Counsel's opinion regarding the settlement, Interim Co-Lead Counsel shall state that the Settlement provides substantial relief to the Settlement Class and is in the best interest of the Settlement Class members.

h. 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 Products during the Settlement Class Period that is subject to the assignment, and provide a copy of the assignment agreement.

i. Copies of exclusion requests received by the Settlement Administrator during the exclusion period shall be provided to Settling Defendant's counsel 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 Defendant and Interim Co-Lead Counsel a list of all Settlement Class members, including Affiliates and assigns thereof, who have submitted requests to be excluded from the Settlement.

j. 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 EUCPs, through Interim Co-Lead Counsel—in accordance with the schedule set forth by the Court for notice and final approval of the Settlement—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 Defendant for its review. To the extent that Settling Defendant objects to any aspect of the motion, it 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 Defendant confirming that Settling Defendant has 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 Defendant 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 EUCPs and Settlement Class under the Court's continuing supervision and control pursuant to the Escrow Agreement.

a. Westlake shall have the right to approve: (a) the selection of the Escrow Agent; (b) the bank at which the Escrow Account will be held; and (c) any disbursement of funds from the Settlement Fund, prior to Final Judgment. Interim Co-Lead Counsel's right to withdraw funds from the Settlement Fund prior to Final Judgment shall be limited to $325,000.00 for notice and administration costs, and no other withdrawals from the Settlement Fund shall be permitted prior to Final Judgment without approval from Westlake

and the Court.

b. 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 $325,000.00, shall be promptly returned to Westlake by the Escrow Agent.

c. 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.

9. Settlement Consideration. In consideration for the release of 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 Defendant will pay or cause to be paid the Settlement Sum into the Escrow Account.

10. Cooperation. If Preliminary Approval is granted, Settling Defendant shall provide the agreed cooperation as set forth in **Exhibit A**.

a. Nothing in this Settlement Agreement shall obligate Settling Defendant 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.

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

11. 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.

12. 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.

13. 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, EUCPs, 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. Settling Defendant and the other Released Parties shall not be liable for any costs, fees, or expenses of any of EUCPs' 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.

14. Fee Awards, Costs and Expenses, and Service Awards to EUCPs. Subject to Interim Co-Lead Counsel's sole discretion as to timing, Interim Co-Lead Counsel may apply for a

fee award, plus current or future expenses and costs, and service awards to the EUCPs 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).

15. Settlement Class 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 through the date of the order granting Preliminary Approval of this Settlement Agreement, relating to or referred to in the Action or arising from the factual predicate of the Action. **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 above, 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) solely for the purchase of PVC Pipe Products made directly from the Converter Defendants (or from any of the Converter Defendants' parents, predecessors, subsidiaries, or Affiliates); nor (iv) 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)-(iv) 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. The claims released under this Paragraph and Paragraph 16 are collectively the "Released Claims."

16. Further Release. In addition to the provisions of Paragraph 15, 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, including 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.

17. 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 Exhibit A, 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.

18. Public Comment. Except as provided in Paragraph 41, the Parties shall not publicly

comment on the Parties' Settlement or the Settlement Agreement other than through court filings, as may be required by public reporting obligations, or to announce the fact that a settlement has been reached, and shall refer any member of the press or other person seeking a public comment on the Parties' Settlement or Settlement Agreement to publicly-available filings in the Action and/or the settlement website maintained by the Settlement Administrator if one has been established. In no event will either Party disparage the other Party in a public comment.

19. 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.

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

21. 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. For the avoidance of doubt, in no way shall EUCPs 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 EUCPs.

22. 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 EUCPs and the Settlement Class or Settling Defendant 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 Defendant specifically and expressly retains, 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 Defendant does 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 EUCPs by Settling Defendant pursuant to Exhibit A will be destroyed or returned to Settling Defendant within seven (7) Days; provided, however, that the confidentiality obligations set forth in Paragraph 10, Exhibit A and Paragraph 41 shall survive any such termination. 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 Defendant, 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.

23. 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 Defendant or EUCPs on behalf of the Settlement Class. If rescinded, canceled, 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 Defendant, and the Parties' positions shall be returned to the status quo ante as of the Execution Date.

24. Choice of Law and Dispute Resolution. Any disputes relating to this Settlement Agreement shall be governed by Illinois law without regard to conflicts of law provisions, and any and all disputes regarding this Settlement 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 ("Mediator") 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.

25. 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 applicability of this Settlement 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 Party 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 Party shall be entitled to a stay of that suit, action, or proceeding until the mediation required by Paragraph 24 is complete and, if the matter is not resolved by mediation, the Court has entered a judgment no longer subject to any appeal or review determining 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. 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.

26. Class Action Fairness Act. Within ten (10) Days of filing of this Settlement Agreement in court with the abovementioned motion for Preliminary Approval, Settling

Defendant, at its 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.

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

28. 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 EUCPs shall be binding upon all members and potential members of the Settlement Class and Releasing Parties who have not timely and validly excluded themselves from the Settlement Class.

29. Sole Remedy. This Settlement Agreement shall provide the sole and exclusive remedy for any and all Released Claims against any Released Party, 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 Party.

30. 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.

31. 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.

32. 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, EUCPs, the Settlement Class, or any member of the Settlement Class, to:

Daniel L. Warshaw
Bobby Pouya
PEARSON WARSHAW, LLP
15165 Ventura Blvd., Suite 400
Sherman Oaks, CA 91403
dwarshaw@pwfirm.com
bpouya@pwfirm.com

and

Elizabeth Fegan
FEGAN SCOTT LLP
150 S. Wacker Dr., Suite 2400
Chicago, IL 60606
beth@feganscott.com

If directed to Westlake, 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
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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**.

33. 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 Party. Without making any admission of liability or wrongdoing, Settling Defendant agrees that from the entry of Final Judgment and for a period of two (2) years thereafter, 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. For the avoidance of doubt, Settling Defendant's 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 Defendant's 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 15-17.

34. 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.

35. 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, EUCP, member of the Settlement Class, or Interim Co-Lead Counsel.

36. 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.

37. 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.

38. 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, although the original signature pages shall thereafter be appended to this Settlement Agreement and filed with the Court.

39. Integrated Agreement. This Settlement Agreement comprises the entire, complete, and integrated agreement between the Parties, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations, drafts, and discussions, either oral or written, between the Parties, and reflects the final and binding agreement between the Parties. The Parties agree that this Settlement 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.

40. 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.

41. Confidentiality. The Parties agree to keep the terms of this Settlement Agreement confidential until such time as EUCPs seek Preliminary Approval of this Settlement Agreement 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 Settling Defendant, except as otherwise allowed by this Settlement Agreement. None of the foregoing

provisions shall preclude Settling Defendant from disclosing the fact of this Settlement Agreement and its terms to any person who Settling Defendant reasonably believes should be made aware of this Settlement Agreement or its terms. This may include Settling Defendant 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 Exhibit A shall survive any termination of this Settlement Agreement.

42. 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.

43. Assignment. EUCPs represent and warrant that they have not assigned any of the Released Claims to any other person or entity. EUCPs 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 EUCPs 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.

44. Irrespective of any term in this Settlement Agreement, it is expressly agreed that nothing in this Settlement Agreement prohibits EUCPs and Interim Co-Lead Counsel in ongoing

litigation of the Action from establishing a conspiracy under the Sherman Act, including discovering and introducing evidence of Settling Defendant as a co-conspirator in the Action for purposes of prosecuting EUCPs' claims against non-settling Defendants or from effecting the cooperation provisions herein.

45. Irrespective of any term in this Settlement Agreement, the Parties agree that (1) EUCPs and Interim Co-Lead Counsel will not share any material obtained through the cooperation terms set forth in Exhibit A with any other plaintiff or plaintiff group in related actions (unless authorized by Settling Defendant), but (2) nothing in this Settlement Agreement otherwise prevents EUCPs 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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Michael H. Pearson
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As Court-appointed Interim Co-Lead Class Counsel on behalf of the End-User Class Plaintiffs

Dated: 11/17/26

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As Court-appointed Interim Co-Lead Class Counsel on behalf of the End-User Class Plaintiffs



Dated: November 17, 2026

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bmerrill@susmangodfrey.com

Counsel for Defendants Westlake Corporation and Westlake Pipe & Fittings Corporation

Exhibit A: Cooperation Provision (End Users)

1. Cooperation. Cooperation by Settling Defendant is a material term of the Settlement Agreement and shall include the following upon Preliminary Approval:

a. Government Productions. Settling Defendant will produce, electronically, any documents and data already (or that are in the future) produced by Settling Defendant 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 Products, and 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 Products. These productions will be made by the later of the date that is seven (7) Business Days after Preliminary Approval or seven (7) Business Days after the materials are produced by Settling Defendant to the DOJ or any other governmental entity.

b. Structured Data. Within twenty-one (21) Days after Preliminary Approval, Settling Defendant will produce 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 (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 and not unduly burdensome to produce, within ninety (90) Days after Preliminary

Approval, Settling Defendant will produce cost input data (including PVC resin, energy, labor, and all other material factors contributing to the cost of producing PVC Pipe Products), P&L data, inventory data, and plant capacity and capacity utilization data related to the sale of PVC Pipe Products in the United States from the period January 1, 2015, through December 31, 2025.[1] Settling Defendant will respond to reasonable follow-up questions regarding the data. In addition, to the extent that Settling Defendant produces transactional data related to the sale of PVC Pipe Products 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 EUCPs do not receive a copy of such data at the time it is produced, Settling Defendant will produce such data to EUCPs within fourteen (14) Business Days after its production. Settling Defendant will also consider in good faith requests by EUCPs 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 Defendant is not otherwise required to produce such data pursuant to the terms of this Paragraph.

c. Documents from Centralized Sources. To the extent they exist in active systems and repositories, are reasonably available and not unduly

[1] To the extent that any portion of this data is ready for production prior to ninety (90) Days it shall be produced to EUCPs on a rolling basis.

burdensome to produce, and are maintained in centralized non-custodial sources (e.g., Sharepoint locations) maintained by Settling Defendant at its corporate headquarters and/or centralized servers, within ninety (90) Days after Preliminary Approval, Settling Defendant will produce to EUCPs the following go-get non-privileged documents for the period from January 1, 2015 through December 31, 2025, related to PVC Pipe Products 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, etc.) 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 Products; and

v. Board meeting agendas, books, presentations, and minutes related to the purchase, sale, or manufacture of PVC Pipe Products, subject to any redactions of irrelevant materials agreed upon by the parties.

d. Telephone Numbers. Within fourteen (14) Days after Preliminary Approval, Settling Defendant will provide phone numbers used for business purposes and email addresses that Settling Defendant has in its possession for up to thirty-five (35) employees and executives with responsibility for

pricing, sales and/or marketing of PVC Pipe Products, during the time period September 1, 2017, through December 31, 2025. Settling Defendant will not object to EUCPs' subpoenas to third-party phone carriers for phone records relating to such phone numbers.

e. Depositions. EUCPs may take a total of up to six (6) depositions of current or former employees of Settling Defendant (two or more of whom EUCPs identify) (collectively, "Deponents"), each to last no more than seven (7) hours on the record, 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. For the avoidance of doubt, nothing in this Paragraph is intended to require Settling Defendant to produce for deposition former employees who are not within Settling Defendant's control or prohibit Settling Defendant's counsel from representing former employees in connection with such depositions. 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. In the event that the total number of depositions of current or former Settling Defendant employees taken in the Action exceeds six (6) depositions, EUCPs shall have a right to attend, participate in, and examine such witnesses during any such deposition.

f. Witnesses for Live Testimony at Trial. Settling Defendant will agree to accept a trial subpoena from EUCPs for up to three (3) then-current employees, to provide live testimony at trial if requested by EUCPs,

assuming such individuals remain employed by Settling Defendant at the time of any trial. This limitation does not apply to prohibit EUCPs from calling former employees of Settling Defendant who could be called at trial either by subpoena or who agree to voluntarily appear at trial; provided, however, that in no event shall all Plaintiffs call more than four (4) total then-current or former employees of Settling Defendant to provide live testimony at trial. For the avoidance of doubt, this Paragraph shall not limit EUCPs' ability to designate deposition testimony of any current or former witnesses for use at trial.

g. Custodial Documents. EUCPs have identified five (5) current or former employees from Settling Defendant as document custodians prior to the Execution Date. EUCPs will identify an additional five (5) document custodians within twenty-one (21) Days of receiving Settling Defendant's production under Paragraph 1(a). Settling Defendant will produce non-privileged custodial documents in the possession, custody, or control of Settling Defendant 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 and Downstream Plaintiffs' First Set of Requests to Converter Defendants for the Production of Documents and Electronically Stored Information, subject to reasonableness and burden concerns. Such production will further be limited to PVC Pipe Products sold in the United States. The Parties shall complete search term negotiations within thirty (30) Days of receiving

EUCPs' additional custodians. Settling Defendant will produce such documents on a rolling basis to be completed within ninety (90) Days after the search terms are finalized.

h. OPIS Communications. Settling Defendant will produce all 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 Defendant's possession, custody, or control, of the document custodians identified pursuant to Paragraph 1(g) above.

i. Authentication of Documents. Settling Defendant will use reasonable efforts to provide declarations and/or affidavits (or, if specifically required by the Court, testimony) relating to whether up to 150 documents identified by EUCPs 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 Defendant to accept EUCPs' factual characterizations of documents that Settling Defendant has a good faith basis to dispute, such as, by way of example only, assertions that the document reflects an admission by Settling Defendant as a purported co-conspirator of a non-settling Defendant; or (2) be interpreted to enlarge the number of then-current employees that Settling Defendant is required to provide for live trial testimony pursuant to Paragraph 1(f) above.

j. Coordination with Other Plaintiff Groups. To the extent applicable, EUCPs and Interim Co-Lead Counsel shall use best efforts to coordinate with

counsel for the other settling plaintiffs in the Action regarding cooperation requests directed to Settling Defendant, including requests for documents, data, depositions, and other cooperation materials.

k. Confidentiality of Cooperation Materials. Any cooperation materials produced by Settling Defendant to EUCPs pursuant to this Settlement Agreement shall be subject to the Protective Order in effect in the Action (Dkt. No. 378). No cooperation provided by Settling Defendant pursuant to the Settlement Agreement may be provided to a non-settling Defendant or other party absent either (i) Settling Defendant's prior written consent or (ii) an order of the Court.

l. Any disputes between the Parties relating to the Cooperation provisions contained in this Settlement Agreement shall be submitted to Miles N. Ruthberg for final resolution.

2. Production of Discovery and Cooperation to Other Plaintiffs. To the extent that Settling Defendant responds to discovery, produces documents, or provides testimony, proffers or other cooperation to any other plaintiff in the Action, it will provide the same information to EUCPs within five (5) Business Days thereof, except with respect to the cross-production of transactional sales data, which shall be governed by Paragraph 1(b). For the avoidance of doubt, Settling Defendant will provide EUCPs with no less cooperation than it provides any other plaintiff in the Action pursuant to a settlement including, without limitation, witnesses, declarations, affidavits, proffers, witness interviews, documents and data.

3. No Other Cooperation. The Parties agree that the cooperation described in Paragraphs 1 and 2 above is the sole cooperation required pursuant to this Settlement Agreement.

For the avoidance of doubt, Settling Defendant has no other cooperation obligations with EUCPs under this Settlement Agreement or otherwise, and EUCPs may not seek to require cooperation from Settling Defendant. The foregoing does not limit Settling Defendant's obligations under Paragraphs 1 and 2 above or any other provision of the Settlement Agreement.