

DWT

LEGAL NOTICE

If you purchased gypsum wallboard between January 1, 2012 and December 31, 2013, a class action settlement may affect you.

If you purchased gypsum wallboard between January 1, 2012 and June 16, 2016, distribution of several prior class action settlements may affect you.

This notice is being sent to you pursuant to an Order of the United States District Court for the Eastern District of Pennsylvania. This is not a solicitation from a lawyer. You are not being sued.

- This notice describes a class action lawsuit (*In re Domestic Drywall Antitrust Litigation*, MDL No. 2437 and 13-MD-2437), pending in the United States District Court for the Eastern District of Pennsylvania, in which Plaintiffs allege that certain manufacturers conspired to fix Wallboard prices in violation of federal antitrust law. “Wallboard” refers to paper-backed gypsum wallboard, also known as drywall or plasterboard.
- The lawsuit claims that certain manufacturers agreed to fix prices for Wallboard, and as a result the prices paid by individuals and entities for Wallboard were higher than they otherwise would have been. The lawsuit seeks treble damages (triple the amount of actual damages), attorneys’ fees and costs from Defendants. Defendants deny that any of their conduct was unlawful, but the Court has found that Plaintiffs have submitted sufficient evidence to allow their claims regarding the alleged conspiracy to go to trial against the Defendants that have not previously settled or been dismissed.
- You may have received prior notices regarding this lawsuit. The purpose of this Notice is to inform you of **two new developments**:
 - A **Joint Settlement** has been entered into with the remaining defendants in the case, American Gypsum Company LLC, Eagle Materials Inc., New NGC Inc., and PABCO Building Products LLC for \$125 million. This Notice provides information about the creation of a separate settlement class for this settlement and the right to object to that settlement or exclude yourself from that settlement class.
 - If the Joint Settlement is approved, it will **conclude the litigation** and funds from this settlement and prior settlements, with Defendants TIN, Inc., USG Corporation, United States Gypsum Company, and Lafarge North America Inc. will be distributed. This Notice provides information about the **Proposed Distribution** of those funds.

This Notice advises you of your rights – **and the deadline to exercise them** – in connection with the above developments and Class Counsel’s petition for an award of attorneys’ fees and expenses and service awards to the Class Representatives. Your rights and options with regard to the Litigation Class, the Joint Settlement, and the Proposed Distribution – **and the deadlines to exercise them** – are explained in this notice.

Please visit www.DrywallDirectPurchaserLitigation.com or call 1-888-706-3401 for more information about this lawsuit, including access to court documents about the lawsuit, the prior settlements, and this settlement.

DO NOT CONTACT THE COURT OR DEFENDANTS IF YOU HAVE QUESTIONS REGARDING THIS NOTICE

PART 1: GENERAL INFORMATION

WHAT IS THIS NOTICE ABOUT?

1.1 Why did I receive this Notice?

You received this Notice because you have been identified as a direct purchaser of Wallboard from one or more of USG Corporation, United States Gypsum Company, New NGC, Inc., Lafarge North America Inc., Eagle Materials Inc., American Gypsum Company LLC, PABCO Building Products, LLC, CertainTeed Gypsum, Inc., TIN, Inc., or Georgia Pacific LLC (collectively, the “Manufacturers”) or their subsidiaries. The Court authorized this Notice because you have a right to know about the Joint Settlement and the Proposed Distribution described below, and your options regarding these matters. This Notice explains the lawsuit, the Joint Settlement, and your legal rights and options with respect to the Joint Settlement and the Proposed Distribution.

The Court in charge of this case is the United States District Court for the Eastern District of Pennsylvania, Judge Michael M. Baylson. This case is known as *In re: Domestic Drywall Antitrust Litigation*, MDL No. 2437 and 13-MD-2437. The direct purchasers of Wallboard who are named in the lawsuit are the Plaintiffs and are also called the Class Representatives. The Defendants—the companies sued by the Plaintiffs—include the major Manufacturers of Wallboard, except for CertainTeed Gypsum, Inc. and Georgia Pacific LLC who are not Defendants in this case.

1.2 What is the lawsuit about?

This lawsuit was filed by Sierra Drywall Systems, Inc., Janicki Drywall, Inc., New Deal Lumber & Millwork Co., and Grubb Lumber Co., Inc. (collectively, “Plaintiffs” or “Class Representatives”) individually and as representatives of all persons in the United States who purchased Wallboard directly from the Manufacturers or L&W. The lawsuit asserts that the Manufacturers conspired, in violation of the federal antitrust laws, to raise, fix, maintain or stabilize the price of Wallboard and, to help further this price-fixing conspiracy, to abolish

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the industry's long-standing practice of limiting price increases for the duration of a construction project through the use of "job quotes." The lawsuit alleges that as a result of the Manufacturers' alleged conduct, the prices paid for Wallboard were higher than they otherwise would have been. Plaintiffs seek to recover three times the actual damages that they allege the Manufacturers' conduct caused, as well as attorneys' fees, expenses and costs. Defendants deny Plaintiffs' allegations, but the Court has found that Plaintiffs have submitted sufficient evidence to allow their claims regarding the alleged conspiracy to go to trial against certain Defendants.

1.3 What is a class action lawsuit?

In a class action, people or entities called class representatives sue on behalf of people or entities that have similar claims. All these entities make up the class and are called class members. The Court then resolves the issues for all class members in a single proceeding, except for those who exclude themselves from the class.

1.4 What is the current status of the lawsuit?

Starting in December 2012, direct purchasers of Wallboard filed lawsuits claiming that the Manufacturers conspired to fix prices, in violation of the federal antitrust laws, and the cases were consolidated before Judge Baylson in the Eastern District of Pennsylvania. On June 24, 2013, Plaintiffs filed a Consolidated Amended Class Action Complaint (the "Complaint"). Defendants answered the Complaint, denying that they violated the federal antitrust laws and asserting defenses to Plaintiffs' claims.

In February 2015, Plaintiffs reached separate settlement agreements with USG and TIN for \$39.25 million and \$5.25 million, respectively, and the District Court granted final approval of those settlements on August 20, 2015. In June 2016, Plaintiffs reached a settlement agreement with Lafarge for approximately \$21.2 million, and the District Court granted final approval of that settlement on December 7, 2016. As a result of these settlements, USG, TIN, and Lafarge have been dismissed from the case. Notice was previously provided about those settlements; copies of those notices are available at www.DrywallDirectPurchaserLitigation.com or by calling 1-888-706-3401. More information regarding the proposed distribution of the funds from those settlements can be found in Part 3.

The Court has not resolved the merits of Plaintiffs' claims, or determined whether the Plaintiffs' or Defendants' contentions are true. In February 2016, the Court found that Plaintiffs offered sufficient evidence to allow their claims to go forward against Lafarge (which subsequently settled), NGC, Eagle Materials, American Gypsum, and PABCO. However, the Court found Plaintiffs' evidence insufficient to allow their claims to go forward against CertainTeed.

On August 23, 2017, the Court granted Plaintiffs' motion to certify a class for trial. If you purchased Wallboard directly from certain manufacturers between January 1, 2012 and January 31, 2013, you may be a member of this "Litigation Class." As described in Part 2, subsequent to the Court's decision, Plaintiffs reached a settlement with the remaining Defendants (NGC, Eagle Materials, American Gypsum, and PABCO).

1.5 What is the case caption?

The caption (or title) of the lawsuit is provided here. You need to include the caption with any objection you file to the Joint Settlement Agreement or the Plan of Distribution.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: DOMESTIC DRYWALL ANTITRUST LITIGATION

**MDL No. 2437
13-MD-2437**

**THIS DOCUMENT RELATES TO:
ALL DIRECT PURCHASER ACTIONS**

THIS NOTICE IS NOT TO BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES ASSERTED BY PLAINTIFFS OR DEFENDANTS.

PART 2: THE JOINT SETTLEMENT

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE JOINT SETTLEMENT ARE DESCRIBED IN THIS SECTION	
REMAIN A MEMBER OF THE JOINT SETTLEMENT CLASS BY DOING NOTHING	You do not need to take any action at this time to remain a member of the Joint Settlement Class. Your interests will be represented by the Class Representatives and Co-Lead Counsel listed below. As a member of the Joint Settlement Class, you will be bound by any judgment dismissing the lawsuit against American Gypsum, Eagle Materials, NGC and PABCO, and you will not be able to file or maintain your own lawsuit against American Gypsum, Eagle Materials, NGC and PABCO regarding the subject of this lawsuit. By remaining in the Joint Settlement Class, you are eligible to receive a share of the Joint Settlement amount once it is paid out, after payment for attorneys' fees, costs and other expenses as approved by the Court.
EXCLUDE YOURSELF FROM THE JOINT SETTLEMENT CLASS	You have the right to exclude yourself from the Joint Settlement Class. If you exclude yourself from the Joint Settlement, you will not be bound by the Joint Settlement and will not be entitled to receive any money from the Joint Settlement. Excluding yourself from the Joint Settlement Class will have no effect on your rights with respect to the prior settlements with Lafarge, TIN or USG.
HIRE YOUR OWN LAWYER	You may, but are not required to, hire your own lawyer at your own expense to advise you of your rights under the Joint Settlement. If you do not request exclusion from the Joint Settlement Class you may also, but are not required to, enter an appearance in the lawsuit through your attorney.
OBJECT TO THE JOINT SETTLEMENT	If you do not choose to exclude yourself from the Joint Settlement Class, then you may write to the Court to object to the terms of the Joint Settlement, as described below.

2.1 The Proposed Settlement with American Gypsum, Eagle Materials, NGC and PABCO.

Plaintiffs have agreed with American Gypsum, Eagle Materials, NGC and PABCO to settle the lawsuit on behalf of the Joint Settlement Class. The proposed settlement is only with American Gypsum, Eagle Materials, NGC and PABCO. Defendants Lafarge, TIN, and USG were previously dismissed as a result of their prior settlements.

The settlement with American Gypsum, Eagle Materials, NGC, and PABCO provides that the Settling Defendants will pay \$125 million.

Co-Lead Counsel believes that the Joint settlement is fair and in the best interests of the Joint Settlement Class Members.

2.2 How do I know if I am a member of the Joint Settlement Class?

The Joint Settlement Class includes all persons or entities that purchased Wallboard in the United States during the period January 1, 2012 through December 31, 2013 directly from (a) any Manufacturer and/or (b) L&W Supply Corporation or any of its subsidiaries or affiliates (collectively, "L&W").

Even if you meet these requirements, you are not a member of the Joint Settlement Class if you are (a) a federal governmental entity or an instrumentality of the federal government, any judicial officer presiding over the Action, or any member of his or her immediate family and judicial staff; (b) a Manufacturer, or a Manufacturer's parent, subsidiary, or affiliate (e.g., Pacific Coast Supply, LLC and L&W), or (c) you choose to exclude yourself from the Joint Settlement Class.

2.3 Is the Joint Settlement Class different than the Litigation Class?

The Joint Settlement Class is similar to the Litigation Class, except that the Joint Settlement Class is slightly broader and so includes more entities. Unlike the Litigation Class, the Joint Settlement Class also includes (a) purchasers from CertainTeed Gypsum, Inc., and (b) purchasers during the period February 1, 2013 through December 31, 2013. Thus, all potential members of the Litigation Class are also potential members of the Joint Settlement Class.

2.4 What am I giving up if I stay in the Joint Settlement Class?

By staying in the Joint Settlement Class you will give up your right to individually sue American Gypsum, Eagle Materials, NGC and PABCO for claims related to its alleged violations of the federal antitrust laws, as set forth in the Complaint. That means you cannot sue, continue to sue, or be part of any other lawsuit against American Gypsum, Eagle Materials, NGC and PABCO for the claims asserted in this lawsuit against American Gypsum, Eagle Materials, NGC and PABCO. It also means that all of the Court's rulings will apply to you with respect to American Gypsum, Eagle Materials, NGC, and PABCO and legally bind you, whether favorable or unfavorable to the Joint Settlement Class.

2.5 Will I receive money from the Joint Settlement?

As described in Part 3 below, Co-Lead Counsel will ask the Court to distribute the funds from the Joint Settlement (and other settlements). Except as provided elsewhere in this Notice, it is Co-Lead Counsel's intention to hold the funds received in an interest-bearing account until the Court orders the funds to be distributed. Co-Lead Counsel will also be asking for an award of attorneys' fees, reimbursement of litigation expenses and service awards for Plaintiffs for their service to the Litigation Class and the settlement classes. As further described in Part 3 below, Co-Lead Counsel will file with the Court a plan of distribution of the settlement funds, after reduction for any court-approved attorneys' fees, expense reimbursements, or service awards to the Class Representatives.

2.6 *The Settlement Hearing and objecting to the Joint Settlement.*

The Court will hold a hearing on June 28, 2018 at 2:00 p.m. at the James A. Byrne United States Courthouse, 601 Market Street, Philadelphia, PA 19106, Courtroom 3A, to consider whether the Joint Settlement is fair and should be approved. The Court may also consider whether to approve Plaintiffs' proposed distribution of the settlement funds as described in Part 3 below. The hearing may be continued or rescheduled without further notice.

If you do not exclude yourself from the Joint Settlement Class, you may object to the terms of the Joint Settlement Agreement. Your objection must be in writing, include the caption of this litigation (provided on page 3 of this Notice), state the nature and grounds for your objection, be signed by you, and be **filed no later than May 7, 2018** with the Clerk of Court, United States District Court for the Eastern District of Pennsylvania, James A. Byrne United States Courthouse, 601 Market Street, Philadelphia, PA 19106, with copies mailed to Co-Lead Counsel (addresses provided in Section 2.9 below). If you do not object to the Joint Settlement or Plaintiffs' proposed distribution of the settlement funds (*see* Section 3.3 below), you do not need to appear at the hearing or take any other action at this time.

2.7 *How do I exclude myself from the Joint Settlement Class?*

If you want to exclude yourself from the Joint Settlement Class, you must mail a written request to be excluded to the Domestic Drywall Class Administrator at the following address: 3301 Kerner Blvd., San Rafael, CA 94901. The written request must include your name and address and specifically state that you request exclusion from the Joint Settlement Class. The written request must be **postmarked no later than May 7, 2018**. If you elect to be excluded from the Joint Settlement Class, you will not be legally bound by any judgment dismissing American Gypsum, Eagle Materials, NGC and PABCO from the lawsuit and will remain free to pursue any legal rights you may have against American Gypsum, Eagle Materials, NGC and PABCO. If you are excluded from the Joint Settlement Class, you will not receive any money or other benefits which are awarded to the Joint Settlement Class, and you will not be allowed to object to the Joint Settlement, as described in Section 2.6 above.

**IF YOU WISH TO REMAIN IN THE JOINT SETTLEMENT CLASS,
YOU DO NOT NEED TO DO ANYTHING AT THIS TIME.**

2.8 *What is the difference between objecting to the Joint Settlement and requesting exclusion from the Joint Settlement Class?*

Objecting is simply telling the Court that you do not like something about the Joint Settlement. You can object to the Joint Settlement only if you do not exclude yourself from the Joint Settlement Class. Excluding yourself is telling the Court that you do not want to participate in the Joint Settlement. If you exclude yourself from the Joint Settlement Class, you cannot object because the Joint Settlement no longer affects you.

THE LAWYERS REPRESENTING THE CLASS

2.9 *Do I have a lawyer in this case?*

The Court appointed the following law firms to represent the Litigation Class and the Joint Settlement Class:

H. Laddie Montague, Jr.
Eric L. Cramer
Ruthanne Gordon
Michael C. Dell'Angelo
Candice J. Enders
BERGER & MONTAGUE, P.C.
1622 Locust Street
Philadelphia, PA 19103
Tel: (215) 875-3000
Email: hlmontague@bm.net
ecramer@bm.net rgordon@bm.net
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Kit A. Pierson
Brent W. Johnson
David A. Young
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1100 New York Ave., N.W., Ste. 500
Washington, D.C. 20005
Tel: (202) 408-4600
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Eugene A. Spector
Jeffrey J. Corrigan
Rachel E. Kopp
Jeffrey L. Spector
SPECTOR ROSEMAN &
KODROFF, P.C.
1818 Market Street, Ste. 2500
Philadelphia, PA 19103
Tel: (215) 496-0300
Email: espector@srkattorneys.com
jcorrigan@srkattorneys.com
rkopp@srkattorneys.com
jspector@srkattorneys.com

These law firms are called Co-Lead Counsel. You will not be personally charged for the services of these attorneys in litigating this case. If you want to be represented by your own lawyer, you may hire one at your own expense. You have the right to enter an appearance in the case through your lawyer if you wish.

If you have questions concerning this Notice or the lawsuit, you may contact one of the law firms listed above.

2.10 *How will the lawyers be paid?*

Attorneys for the Joint Settlement Class and the Litigation Class are litigating this case on a completely contingent fee basis, meaning that you are not personally responsible for the attorneys' fees, costs, or expenses in the case. As described below in Part 3, Co-Lead Counsel intends to ask the Court for attorneys' fees and reimbursement of litigation expenses from the Joint Settlement and the earlier settlements. The Court can approve or deny any such a request.

2.11 *If I stay in the Joint Settlement Class, may I enter an appearance in the litigation through an attorney at my own expense?*

If you stay in the Joint Settlement Class, you may, but do not have to, enter an appearance in the lawsuit through an attorney at your own expense.

2.12 *What happens if I do nothing at all?*

If you are a member of the Joint Settlement Class and you choose to take no action, your interests as a member of the Joint Settlement Class will be represented by the Plaintiffs and Co-Lead Counsel and you will be bound by any decision or judgment entered by the Court with regard to the Joint Settlement. You will not be able to start or continue with a lawsuit against American Gypsum, Eagle Materials, NGC and PABCO regarding the claims described herein. If the Joint Settlement is approved by the Court, you will be entitled to submit evidence of your qualifying Wallboard purchases in order to potentially recover any overcharges you may have paid. As a member of the Joint Settlement Class, you will not be personally responsible for attorneys' fees, costs or litigation expenses; any attorneys' fees, costs and expenses will be awarded by the Court, and paid out of the total recovery, as described in Part 3.

PART 3: DISTRIBUTION OF THE SETTLEMENT FUNDS

3.1 *What settlement funds are to be distributed?*

Plaintiffs in this case previously reached settlements with Lafarge, TIN and USG totaling a combined \$65,669,292. With respect to each settlement, notice was mailed to potential class members, was published in *LBM Journal*, and was made available at www.DrywallDirectPurchaserLitigation.com. Co-Lead Counsel has not previously asked the Court to distribute any of the funds from the prior settlements to settlement class members and the settlement funds are being held in an interest-bearing account. If the Court approves the Joint Settlement, Co-Lead Counsel will now ask the Court to distribute the funds from each of the settlements (including the Joint Settlement) to members of the settlement classes, after deduction of attorneys' fees, litigation expenses and any service awards to the Class Representatives.

The funds from all the settlements in the litigation (that is, the USG, TIN, Lafarge, and Joint Settlements), including any accrued interest, will be combined in a single **Combined Settlement Fund**. Any entity that is a member of any of the USG, TIN, Lafarge, or Joint Settlement Classes will be a Member of the **Combined Settlement Class** and, upon submission of a valid claim, be eligible to receive a portion of the Combined Settlement Fund.

3.2 *How do I know if I am a member of the Combined Settlement Class?*

The Combined Settlement Class consists of any entity who is a member of any of the USG, TIN, Lafarge, or Joint Settlement Classes. As a general matter, this includes all persons or entities that purchased Wallboard in the United States during the period January 1, 2012 through June 16, 2016 directly from (a) any Manufacturer (USG Corporation, United States Gypsum Company, New NGC, Inc., Lafarge North America Inc., Eagle Materials Inc., American Gypsum Company LLC, PABCO Building Products, LLC, CertainTeed Gypsum, Inc., TIN, Inc., or Georgia Pacific LLC) and/or (b) L&W Supply Corporation or any of its subsidiaries or affiliates that did not choose to exclude themselves from the settlements. If you excluded yourself from one or more of the settlement classes but not all of the settlement classes, you may still be a member of the Combined Settlement Class.

3.3 *How will the settlement funds be distributed?*

The substantial majority of the Net Combined Settlement Fund (the Combined Settlement Fund less any Court-awarded attorneys' fees, expenses, and service awards) will be distributed pro-rata in accordance with each Combined Settlement Class Member's Wallboard purchases from January 1, 2012 through December 31, 2013 (the "Claims Period"). This is the time period that was at the core of the litigation, and the only time period encompassed by all of the settlement classes. Each Combined Settlement Class Member that files a timely claim will be allocated a share of the funds available for distribution, such that its share will be in proportion to the total of all Claimants' Wallboard purchases during the Claims Period, with a minimum guaranteed distribution to each such Claimant of \$250. Co-Lead Counsel anticipates using the transactional data produced in the litigation to provide Combined Settlement Class Members a proposed calculation of their Wallboard purchases during the Claims Period. Class Members will have the option of accepting this calculation, or alternatively providing their own calculation of purchases during the Claims Period (with supporting documentation), which will then be subject to review by the claims administrator.

Several circumstances will result in a reduction in the pro-rata share received for certain types of purchases. These reductions will be accomplished by valuing such purchases at less than 100% in calculating Combined Settlement Class Members' pro-rata shares.

- Purchases from Georgia-Pacific will be valued at approximately \$0.656 on the dollar (reflecting that approximately 65.6% of the Combined Settlement Fund is attributable to the Joint Settlement, the only settlement that includes purchases from Georgia-Pacific).
- Purchases from CertainTeed will be valued at \$0.10 on the dollar, reflecting the fact that summary judgment was granted in CertainTeed's favor.
- If a Combined Settlement Class Member opted out of one or more settlements, its purchases during the Claims Period will be reduced accordingly. For example, approximately 20.6% of the Combined Settlement Fund is attributable to the USG Settlement. If a Combined Settlement Class Member opted out of the USG Settlement but no other, its purchases would be valued at approximately \$0.794 (i.e., \$1 minus \$0.206) on the dollar.

The remainder of the Net Combined Settlement Fund will be distributed to Combined Settlement Class Members who only purchased Wallboard from a Manufacturer other than Georgia-Pacific after December 31, 2013. The earlier settlements did not include purchases from Georgia-Pacific and specified settlement class periods extending after the Claims Period, with the USG and TIN Settlement Classes including purchases through November 30, 2014 and the Lafarge Settlement Class including purchases through June 16, 2016. Thus, the earlier settlement classes include some entities that only purchased Wallboard after 2013 (and not during the Claims Period). While

claims arising from post-2013 purchases were not at the core of the litigation, Co-Lead Counsel believe it is appropriate to allocate some recovery based on such purchases to reflect the release provided by these Class Members. Accordingly, each Combined Settlement Class Member who only purchased Wallboard from a Manufacturer other than Georgia-Pacific between January 1, 2014 and June 16, 2016 will receive \$250.

Co-Lead Counsel will file briefs and material in support of their Plan of Distribution by April 9, 2018, including a sample claim form. A copy of that material will be posted on www.DrywallDirectPurchaserLitigation.com or can be obtained by calling 1-888-706-3401. Once the Court grants final approval to the Joint Settlement and the Plan of Distribution, the Claims Administrator will distribute claim forms to the members of the Combined Settlement Class. The distribution will take place as soon as practicable after review, determination, and audit of the Claim Forms by the Claims Administrator and approval by the Court of the Claims Administrator's recommendations as to the specific amounts to be paid to claimants.

3.4 How will the lawyers be paid?

Since they filed this case, the attorneys representing the Litigation Class and the Settlement Classes have not received any payment for their services in prosecuting the lawsuit, nor have they been reimbursed for any out-of-pocket expenses. Consistent with disclosures in the prior notices, the Court previously approved payments totaling approximately \$3.3 million from the TIN, USG, and Lafarge settlement funds to cover ongoing pretrial litigation expenses, primarily for expenses incurred in connection with economic experts.

If the Court approves the proposed Joint Settlement, Co-Lead Counsel will ask the Court to award attorneys' fees of up to one-third of the Combined Settlement Fund, plus reimbursement of expenses that they incurred in the litigation and administering the settlement funds (not to exceed \$4 million). Co-Lead Counsel will file their petition for attorneys' fees and reimbursement of expenses with the Court by April 9, 2018. A copy of the petition will be posted on www.DrywallDirectPurchaserLitigation.com or can be obtained by calling 1-888-706-3401.

Any attorneys' fees and reimbursement of litigation expenses will be awarded only as approved by the Court in amounts determined to be fair and reasonable. If you wish to object to the petition for attorneys' fees and reimbursement of litigation expenses, you may do so, but only by following the instructions in Section 3.6 below.

3.5 Will the Plaintiffs receive anything for the time and effort they contributed to the lawsuit?

This lawsuit was filed by Plaintiffs Sierra Drywall Systems, Inc., Janicki Drywall, Inc., New Deal Lumber & Millwork Co., and Grubb Lumber Co., Inc., also referred to as the Class Representatives. If the Court approves the proposed Joint Settlement, Co-Lead Counsel will ask the Court to award the Class Representatives up to \$75,000 each for the time and effort they contributed to the prosecution of this litigation. These service awards would be paid from the Combined Settlement Fund.

Any service awards will be awarded only as approved by the Court in amounts determined to be fair and reasonable. If you wish to object to the proposed service awards, you may do so, but only by following the instructions in Section 3.6 below.

3.6 How do I object to the proposed distribution, Co-Lead Counsel's request for attorneys' fees and reimbursement of litigation expenses, or service awards for the Class Representatives?

If you wish to object to the proposed distribution (including the plan of distribution, request for attorneys' fees, request for reimbursement of litigation expenses, and/or request for service awards), you must specify, in writing all of your objections to the proposal and the basis for those objections, as well as: (i) the caption of this litigation (provided on page 3 of this Notice); (ii) the name, address, and telephone number of the person or entity objecting and, if represented by a lawyer, of his or her lawyer; and (iii) a statement describing any purchases of Wallboard you made directly from Manufacturers or L&W from January 1, 2012 through June 16, 2016, including the dates and amounts of such purchases.

Your objection must be **filed no later than May 7, 2018** with the Clerk of Court, United States District Court for the Eastern District of Pennsylvania, James A. Byrne United States Courthouse, 601 Market Street, Philadelphia, PA 19106, with copies mailed to Co-Lead Counsel (addresses provided in Section 2.9 above).

At the Settlement Hearing described in Section 2.6 above, the Court will also consider whether Co-Lead Counsel's proposed distribution (including the plan of distribution, request for attorneys' fees, request for reimbursement of litigation expenses, and/or request for service awards) is fair and should be approved.

PART 4: GETTING MORE INFORMATION

4.1 How can I get more information?

This notice is only a summary of the Court's decision. You may obtain more information by visiting www.DrywallDirectPurchaserLitigation.com or by calling 1-888-706-3401.

**PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT OR DEFENDANTS.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE DIRECT THEM
ONLY TO THE DOMESTIC DRYWALL CLASS ADMINISTRATOR.**