

**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**

~~PROPOSED~~ **FINAL JUDGMENT ORDER**

Direct Purchaser Plaintiffs (“Plaintiffs”), individually and on behalf of a class of direct purchasers of gypsum wallboard (the “Lafarge Settlement Class”), and Lafarge North America Inc. (“Lafarge”) entered into a Settlement Agreement dated June 16, 2016 (the “Settlement Agreement”) to fully and finally resolve the Lafarge Settlement Class’s claims against Lafarge (the “Lafarge Settlement”). On July 1, 2016, Plaintiffs moved the Court for an order preliminarily approving the Lafarge Settlement, authorizing Plaintiffs to disseminate notice to the Lafarge Settlement Class members, and scheduling a hearing to determine whether the Lafarge Settlement is fair, reasonable and adequate and should be finally approved pursuant to Fed. R. Civ. P. 23(e). By order entered July 18, 2016 (the “Preliminary Approval Order”), the Court granted preliminary approval of the Lafarge Settlement, certified the Lafarge Settlement Class for purposes of sending notice to the Lafarge Settlement Class members, and authorized the Plaintiffs to disseminate notice of the Lafarge Settlement, the fairness hearing, and related matters to the Lafarge Settlement Class members. Notice has been provided to the Lafarge Settlement Class members and the appropriate governmental entities under the Class Action

Fairness Act, pursuant to the Preliminary Approval Order. The Court held a hearing on the fairness of the Lafarge Settlement on December 7, 2016.

The Court has considered the Settlement Agreement, Plaintiffs' Motion for Final Approval of the Proposed Settlement with Lafarge, the arguments presented at the fairness hearing, and the entire record in this matter,

AND NOW, this 7<sup>th</sup> day of December, 2016, it is hereby **ORDERED** that:

1. The Court has jurisdiction over the subject matter of this litigation.
2. Terms capitalized in this Final Judgment Order and not otherwise defined differently herein have the same meanings as they have in the Settlement Agreement.
3. The Preliminary Approval Order outlined the form and manner by which the Plaintiffs would provide the Lafarge Settlement Class members with notice of the Lafarge Settlement, the fairness hearing, and related matters. Individual notice by first class mail was sent to members of the Lafarge Settlement Class who could be identified through reasonable efforts, a summary notice was published once in LBM Journal, and the mailed and summary notices were posted on the Internet on a website dedicated to this litigation. Proof that mailing, publication and posting conformed with the Preliminary Approval Order has been filed with the Court. Due and adequate notice has been provided to the Lafarge Settlement Class members in compliance with Fed. R. Civ. P. 23, and the requirements of due process.
4. The Settlement was entered into by Plaintiffs and Lafarge in good faith following an extensive investigation of the facts, substantial discovery sufficient for experienced plaintiffs' counsel to evaluate the matter, and a summary judgment ruling as to Lafarge and other Defendants. It resulted from vigorous arm's-length negotiations, which were undertaken by counsel with significant experience litigating antitrust class actions.

5. Final approval of the Settlement with Lafarge is hereby granted pursuant to Fed. R. Civ. P. 23(e) because it is fair, reasonable, and adequate to the Lafarge Settlement Class members. In reaching this conclusion, the Court considered: (1) the amount of the Settlement payment; (2) certain cooperation to be provided by Lafarge to Plaintiffs, as set forth in the Settlement Agreement; (3) the complexity, expense, and likely duration of the litigation; and (4) the Lafarge Settlement Class members' reaction to the Settlement.

6. The Lafarge Settlement Class provisionally certified by the Court in its Preliminary Approval Order is certified as a class pursuant to Rule 23 of the Federal Rules of Civil Procedure for purposes of the Settlement with Lafarge, and is comprised of all persons or entities that purchased Wallboard in the United States directly from any of the Defendants or their respective subsidiaries from January 1, 2012 through June 16, 2016. Excluded from the Lafarge Settlement Class are Defendants, the officers, directors and employees of any Defendant, the parent companies, subsidiaries and affiliates of any Defendant, the legal representatives and heirs or assigns of any Defendant, any federal governmental entities and instrumentalities of the federal government, any judicial officer presiding over the Action, any member of his or her immediate family and judicial staff, and any juror assigned to the Action. In finally certifying the Lafarge Settlement Class, the Court adopts and incorporates herein all findings made under Rule 23 in its Preliminary Approval Order.

7. The Court's certification of the Lafarge Settlement Class is without prejudice to, or waiver of, the rights of the Defendants to contest certification of any other class proposed in MDL No. 2437. The Court's findings in this Final Judgment Order shall have no effect on the Court's ruling on any motion to certify any other class in MDL No. 2437 and no party may cite

or refer to the Court's approval of the Lafarge Settlement Class as compelling the same result with respect to any motion to certify any other class in MDL No. 2437.

8. The persons and entities identified on the attached Exhibit 1 have timely and validly requested exclusion from the Lafarge Settlement Class. Those persons and entities are not included in or bound by this Final Judgment Order or the final judgment regarding Lafarge.

9. All of Plaintiffs' claims against Lafarge in the Direct Purchasers' Consolidated Amended Class Action Complaint and Demand for Jury Trial are dismissed with prejudice and without costs (except as provided for in the Settlement Agreement).

10. Plaintiffs and all members of the Lafarge Settlement Class who have not timely excluded themselves from the Lafarge Settlement Class (including all of their current and former parents; their predecessors, affiliates, successors, and subsidiaries; and their officers, directors, attorneys, representatives, and employees; and assignees of any claim that is subject to the Release) (collectively, "Releasers") are permanently barred and enjoined from prosecuting against Lafarge and Continental Building Products Inc. (and all of their current and former parents; their predecessors, affiliates, assigns, successors, and subsidiaries; and their officers, directors, attorneys, representatives, and employees) (collectively, "Releasees") any and all claims, demands, actions, suits, injuries, and causes of action, damages of any nature, whenever or however incurred (whether actual, punitive, treble, compensatory, or otherwise) including, without limitation, costs, fees, expenses, penalties, and attorneys' fees, whether class, individual, or otherwise in nature, that Releasers, or any of them, ever had, now has, or hereafter can, shall, or may have, directly, representatively, derivatively or in any other capacity against the Releasees or any of them, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, asserted or unasserted, whether in

law or equity or otherwise based in whole or in part or arising out of or relating in any way to any conduct, act or omission of the Releasees (or any of them) prior to and including June 16, 2016, concerning any of the facts, occurrences, transactions, or other matters alleged in the Action against Lafarge that arise under any federal or state law, including, without limitation, the Sherman Act, 15 U.S.C. § 1 *et seq.*, and any federal or state antitrust, unfair competition, unfair practices, price discrimination, unjust enrichment, unitary pricing or trade practice law, including but not limited to any causes of action asserted or that could have been or could still be alleged or asserted, in any class action complaints filed in this Action or related actions. Releasees does not include any Defendant in the Action other than Lafarge, including any Non-Lafarge Defendants' current and former parents, their predecessors, affiliates, assigns, successors, subsidiaries, attorneys, and their officers, directors, representatives, and employees in their capacity associated solely with Non-Lafarge Defendants and not in association with Lafarge. Nothing herein shall release: (a) any claims based upon indirect purchases of Wallboard brought by prospective members of any class of indirect purchasers (the "Indirect Purchaser Class"); or (b) claims arising in the ordinary course of business for any product defect, breach of contract, or other contract, product performance or warranty claims relating to Wallboard.

11. Releasors have expressly waived and released any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.

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;

or 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. Each Releasor

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 the subject of the provisions of Paragraph 10 of this Final Judgment Order, but each Releasor has expressly waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the provisions of Paragraph 10 of this Final Judgment Order, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

12. Pursuant to Paragraphs 34 and 35 of the Settlement Agreement, Plaintiffs and Lafarge have agreed that the Opt-Out Percentage is 10.6128%. Accordingly, Lafarge's total cash payment under the Agreement is now \$21,169,292, of which \$610,236 is designated for the Opt-Out Fee and Expense Account. Pursuant to Paragraph 36 of the Settlement Agreement, Lafarge shall pay or cause \$21,069,292 (i.e., \$21,169,292, less the \$100,000 already paid into the Notice Fund) to be paid into the Escrow Account. The Escrow Account, including the (i) the Opt-Out Fee and Expense Account contained therein and (ii) any funds transferred to the Escrow Account from the federally insured interest-bearing bank account for the payment of notice and notice administration costs, plus accrued interest thereon, is approved as a Qualified Settlement Fund pursuant to Internal Revenue Code Section 468B and the Treasury Regulations promulgated thereunder.

13. Neither the Settlement Agreement, nor any act performed or document executed pursuant to the Settlement Agreement, constitutes an admission of wrongdoing by any party in any civil, criminal, administrative, or other proceeding in any jurisdiction.

14. This Final Judgment Order does not settle or compromise any claims by the Plaintiffs against the other Defendants or any other person or entity other than Lafarge and the

other Releasees, and all rights against any of the other Defendants or other person or entity have been specifically reserved by the Plaintiffs.

15. Without affecting the finality of this Final Judgment Order, the Court retains exclusive jurisdiction over: (a) the Final Judgment Order; (b) the Settlement Agreement; (c) any application for disbursement of the Lafarge Settlement Fund made by Interim Co-Lead Counsel; and (d) the Opt-Out Fee and Expense Account.

16. Pursuant to Fed. R. Civ. P. 54(b), the Court finds that there is no just reason for delay and directs the entry of final judgment as to Lafarge.

Date: December 7, 2016

BY THE COURT:

  
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MICHAEL M. BAYLSON, U.S.D.J.

**LAFARGE SETTLEMENT FINAL JUDGMENT ORDER EXHIBIT 1:  
PERSONS AND ENTITIES REQUESTING EXCLUSION  
FROM THE LAFARGE SETTLEMENT CLASS**

1. Ashton Woods USA L.L.C., 1405 Old Alabama Road, Suite 200, Roswell, GA 30076, including:
  - a. Ashton Atlanta Residential, L.L.C.
  - b. Ashton Austin Residential L.L.C.
  - c. Ashton Charleston Residential L.L.C.
  - d. Ashton Dallas Residential L.L.C.
  - e. Ashton Houston Residential L.L.C.
  - f. Ashton Orlando Residential L.L.C.
  - g. Ashton Raleigh Residential L.L.C.
  - h. Ashton San Antonio Residential L.L.C.
  - i. Ashton Tampa Residential, LLC
  - j. Ashton Woods Construction, LLC
  - k. Ashton Woods Holding L.L.C.
  - l. Ashton Woods USA L.L.C.
2. Beazer Homes USA, Inc., 1000 Abernathy Road, Suite 260, Atlanta, GA 30328, including:
  - a. Beazer Homes Corp.
  - b. Beazer Homes Holding Corp.
  - c. Beazer Homes Holding, LLC
  - d. Beazer Homes Indiana LLP
  - e. Beazer Homes Texas, L.P.
  - f. Beazer Homes USA, Inc.
  - g. Beazer Homes, LLC
3. CalAtlantic Group, Inc., 15360 Barranca Parkway, Irvine, CA 92618
4. D.R. Horton, Inc., 301 Commerce Street, Suite 500, Fort Worth, TX 76102, including:
  - a. CHI Construction Company
  - b. Continental Homes of Texas, L.P.
  - c. Continental Residential, Inc.
  - d. D.R. Horton - Crown, LLC
  - e. D.R. Horton - Emerald, Ltd.
  - f. D.R. Horton - Regent, LLC
  - g. D.R. Horton - Schuler Homes, LLC
  - h. D.R. Horton - Texas, Ltd.
  - i. D.R. Horton BAY, Inc.
  - j. D.R. Horton CA2, Inc.
  - k. D.R. Horton CA3, Inc.
  - l. D.R. Horton Los Angeles Holding Company, Inc.
  - m. D.R. Horton VEN, Inc.
  - n. D.R. Horton, Inc.
  - o. D.R. Horton, Inc. - Birmingham
  - p. D.R. Horton, Inc. - Dietz-Crane
  - q. D.R. Horton, Inc. - Greensboro



- r. D.R. Horton, Inc. - Gulf Coast
  - s. D.R. Horton, Inc. - Huntsville
  - t. D.R. Horton, Inc. - Jacksonville
  - u. D.R. Horton, Inc. - Minnesota
  - v. D.R. Horton, Inc. - New Jersey
  - w. D.R. Horton, Inc. - Portland
  - x. D.R. Horton, Inc. - Sacramento
  - y. D.R. Horton, Inc. - Torrey
  - z. DRH Cambridge Homes, Inc.
  - aa. DRH Construction, Inc.
  - bb. DRH Southwest Construction, Inc.
  - cc. DRH Tucson Construction, Inc.
  - dd. Hadian, LLC
  - ee. Kaomalo LLC
  - ff. KDB Homes, Inc.
  - gg. Melody Homes, Inc.
  - hh. Pacific Ridge – DRH, LLC
  - ii. SSHI LLC
  - jj. Surprise Village North, LLC
  - kk. Western Pacific Housing, Inc.
5. The Drees Company, 211 Grandview Drive, Fort Mitchell, KY 41017, including:
- a. Ausherman Homes, Inc.
  - b. Drees Custom Homes L.P.
  - c. Drees Homes of Florida, Inc.
  - d. Drees Premier Homes, Inc.
  - e. Saber Ridge, L.L.C.
  - f. The Drees Company
6. Home Depot U.S.A., Inc. and its affiliates, 2455 Paces Ferry Road, Atlanta, GA 30339
7. Hovnanian Enterprises, Inc., 110 West Front Street, Red Bank, NJ 07701
8. KB Home, 10990 Wilshire Boulevard, Los Angeles, CA 90024
9. Meritage Homes Corporation, 8800 East Raintree Drive, Suite 300, Scottsdale, AZ 85260
10. M/I Homes, Inc., Three Easton Oval, Suite 500, Columbus, OH 43219, including
- a. M/I Homes of Austin, LLC
  - b. M/I Homes of Central Ohio, LLC
  - c. M/I Homes of Charlotte, LLC
  - d. M/I Homes of Chicago, LLC
  - e. M/I Homes of Cincinnati, LLC
  - f. M/I Homes of DC, LLC
  - g. M/I Homes of DFW, LLC
  - h. M/I Homes of Houston, LLC
  - i. M/I Homes of Indiana, L.P.
  - j. M/I Homes of Minneapolis/St. Paul, LLC
  - k. M/I Homes of Orlando, LLC
  - l. M/I Homes of Raleigh, LLC
  - m. M/I Homes of San Antonio, LLC

- n. M/I Homes of Sarasota, LLC
  - o. M/I Homes of Tampa, LLC
  - p. M/I Homes of West Palm Beach, LLC
  - q. M/I Homes Service, LLC
  - r. M/I Homes, Inc.
11. Pulte Home Corporation, 3350 Peachtree Road NE, Atlanta, GA 30326
12. Sealy Commercial Contractor Services, Inc., 5563 Palacios Street, Sealy, TX 77474, including:
- a. Sealy Commercial Contractor Services, Inc.
  - b. Larry D. Rapsilver
13. Toll Brothers, Inc., 250 Gibraltar Road, Horsham, PA 19044, including:
- a. Jupiter CC L.L.C.
  - b. Provost Square I L.L.C.
  - c. TMF Kent Partners L.L.C.
  - d. Toll Brothers, Inc.
14. TRI Pointe Homes, Inc., 19540 Jamboree Road, Suite 300, Irvine, CA 92612, including:
- a. Maracay Homes, L.L.C.
  - b. Pardee Homes of Nevada
  - c. Pardee Homes
  - d. The Quadrant Corporation
  - e. Trendmaker Homes, Inc.
  - f. Tri Pointe Contractors, L.P.
  - g. TRI Pointe Homes, Inc.
  - h. Winchester Homes, Inc.