

**IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF NEW JERSEY**

**IN RE DUCTILE IRON PIPE
FITTINGS (“DIPF”) DIRECT
PURCHASER ANTITRUST
LITIGATION**

Civ. No. 12-711 (AET)(LHG)

**[PROPOSED] ORDER APPROVING SETTLEMENT AGREEMENT WITH
STAR PIPE PRODUCTS, LTD. AND ENTERING FINAL JUDGMENT**

Direct Purchaser Plaintiffs (“DPPs”) and Defendant Star Pipe Products, Ltd. (“Star”) entered into a Settlement Agreement to fully and finally resolve the claims of the Settlement Class against Star. On July 27, 2015, the Court entered its Order granting preliminary approval of the proposed settlement between DPPs and Star (“Preliminary Approval Order”). On October 1, 2015, this Court entered an Order Authorizing Dissemination of Class Notice and Scheduling Hearing for Final Approval of Proposed Settlements (the “October 1, 2015 Order”). Among other things, the October 1, 2015 Order authorized DPPs to disseminate notice of the settlement, the fairness hearing, and related matters to the Settlement Class. Notice was provided to the Class pursuant to the Preliminary Approval Order and the October 1, 2015 Order, with the change noted and approved herein, and notice also was provided by Star in compliance with the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715. The Court held a fairness hearing on January 28, 2016.

Having considered Plaintiffs’ Motion For DPPs’ Motion for Final Approval of

Settlements with Defendants (i) SIGMA Corporation and its owned subsidiary SIGMA Piping Products Corporation, and (ii) Star Pipe Products, Ltd; any objections filed of record; oral argument presented at the fairness hearing; and the complete record and files in this matter,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Court has jurisdiction over the subject matter of this Action (and all actions and proceedings consolidated in this Action).

2. Terms capitalized in this Order and Final Judgment have the same meanings as those used in the Star Settlement Agreement.

3. The Preliminary Approval Order and October 1, 2015 Order outlined the form and manner by which the DPPs would provide the Settlement Class with notice of the settlement, the fairness hearing, and related matters. Before notice was provided to the Settlement Class, one correction was made to the form of notice approved in the October 1, 2015 Order. In the response to Question No. 12, the time period of the release in the form mistakenly referred to a release through the “execution date” rather than through the “effective date,” which is the correct term of the Settlement Agreements. The notice sent to the Settlement Class correctly stated that the release was through the “effective date.” The Court acknowledges and approves this correction to the form of notice the form approved in the October 1, 2015 Order. The notice program included individual notice to members of the

Settlement Class who could be identified through reasonable effort, as well as extensive publication of a summary notice. Proof that the mailing and publication conformed with the Preliminary Approval Order has been filed with the Court. The Class Notice constituted the most effective and best notice practicable under the circumstances of the Settlement Agreement and fairness hearing and constituted due and sufficient notice for all other purposes to all persons entitled to receive notice.

4. The Court hereby approves the plan of allocation of the Star Settlement Fund as described in response to Question 10 of the Class notice.

5. Star has adequately complied with the notice requirements of the Class Action Fairness Act (“CAFA”), 28 U.S.C. ¶1715.

6. The settlement was attained following an extensive investigation of the facts. It resulted from vigorous arm's-length negotiations which were undertaken in good faith by counsel with significant experience litigating antitrust class actions, and with the assistance of a Court-appointed mediator.

7. Final approval of the Settlement Agreement with Star is granted pursuant to Fed. R. Civ. P. 23(e), because the Settlement Agreement is “fair, reasonable and adequate” to the Settlement Class. In reaching this conclusion, the Court considered the factors set forth in *Girsh v. Jepsen*, 521 F.2d 153 (3d Cir. 1975).

8. The Preliminary Approval Order certified the following Settlement Class pursuant to Fed. R. Civ. P. 23(a) and (b)(3):

All persons or entities in the United States that purchased DIPF directly from any Defendant at any time from January 11, 2008, through June 30, 2011.

9. The persons and entities identified in Exhibit A, which is attached hereto and incorporated by reference herein, have timely and validly requested exclusion from the Settlement Class and are hereby excluded from the Settlement Class, are not bound by this Order and Final Judgment, and may not make any claim against or receive any benefit from the Star Settlement, whether monetary or otherwise. Said excluded persons may not pursue any Released Claims on behalf of those who are bound by this Order and Final Judgment. Each member of the Settlement Class not appearing in Exhibit A is bound by this Order and Final Judgment, and will remain forever bound.

10. As to Star and other Releasees, any and all class action lawsuits currently pending before this Court by DPPs and members of the Settlement Class that are directly related to the subject matter of this litigation are dismissed with prejudice and in their entirety, on the merits, and except as provided for in the Settlement Agreement, without costs. This dismissal shall not affect, in any way, DPPs' and class members' right to pursue claims, if any, outside the scope of the Release set out in Paragraphs 27-30 of the Star Settlement Agreement.

11. The Releasors are permanently enjoined and barred from instituting, commencing, or prosecuting any action or other proceeding asserting any Claims

released in Paragraphs 27-30 of the Settlement Agreement against any Releasee, either directly, individually, representatively, derivatively, or in any other capacity, by whatever means, in any local, state, or federal court, or in any agency or other authority or arbitral or other court or forum wherever located.

12. The Releasors remise, release, forever discharge, and covenant not to sue the Releasees from and for Claims as set forth in Paragraphs 27-30 of the Settlement Agreement.

13. DPPs and their directors, officers, employees, and counsel are hereby released from any claim by Star and the Releasees relating to the institution or prosecution of the Action.

14. Plaintiff Public Works Supply Co., Inc., its directors, officers, employees and agents are hereby released from any liability based upon Star's counterclaims against Public Works Supply Co., Inc. as set forth in Star's "First Amended Answer to Direct Purchaser Plaintiffs' Second Consolidated Amended Complaint and Original Counterclaims against Plaintiff Public Works Supply Co.," filed in the Action on August 27, 2014.

15. Star's counterclaims against Public Works Supply Co., Inc. are hereby dismissed with prejudice and without costs.

16. This Order and Final Judgment does not settle or compromise any claims by Class Representatives or the Settlement Class against other persons or entities other

than the Releasees, and all rights against any other non-Star Defendant or other non-released person or entity are specifically reserved. The sales of DIPF and Domestic DIPF to members of the Settlement Class by Star shall remain in these cases against the non-settling Defendant(s) as a basis for damage claims and shall be part of any joint and several liability claims against any non-settling Defendant or other person or entity other than the Releasees.

17. Neither the Star Settlement Agreement, nor this Order and Final Judgment, nor any other papers relating to the Star Settlement Agreement, nor any negotiations, discussions or proceedings in connection herewith shall be:

(a) offered or received against any Releasee as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any Releasee of the truth of any fact alleged by DPPs or the validity of any claim that has been or could have been asserted in the Action or in any other proceeding, or the deficiency of any defense that has been or could have been asserted in the Action or in any proceeding, or of any alleged liability, negligence, fault, or wrongdoing of the Releasee; or

(b) offered or received against any Releasee as evidence of a presumption, concession, or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Releasee.

18. Without affecting the finality of this Order and Final Judgment, the Court

retains exclusive jurisdiction over the Actions and the Star Settlement Agreement, including the administration, interpretation, consummation, and enforcement of the Settlement Agreement.

19. The escrow account established by the parties is approved as a Qualified Settlement Fund pursuant to Internal Revenue Code Section 468B and the Treasury Regulations promulgated thereunder.

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

IT IS SO ORDERED.

Dated: _____, 2016

HON. ANNE E. THOMPSON
UNITED STATES DISTRICT JUDGE