

**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 ACTIONS**

STIPULATION AND [PROPOSED] ORDER

It is hereby stipulated and agreed, between and among the direct purchaser plaintiffs, indirect purchaser plaintiffs, CertainTeed Corporation (“CertainTeed Corp.”) and CertainTeed Gypsum, Inc. (“CertainTeed Gypsum”), as follows:

1. In each instance where CertainTeed Corp., appears in the Direct Purchasers’ Consolidated Amended Class Action Complaint and Demand for Jury Trial (“Direct CAC”) (Doc. No. 20) or in the Class Action Complaint filed by the indirect purchaser plaintiffs (“Indirect CAC”) (Doc. No. 21) (collectively, the “Complaints”), it shall be deemed to read “CertainTeed Gypsum.” Direct purchaser plaintiffs and indirect purchaser plaintiffs are not required to file amended complaints.

2. CertainTeed Gypsum shall accept this stipulation in lieu of service of the Complaints.

3. CertainTeed Gypsum hereby fully adopts CertainTeed Corp.’s Answer to Direct Purchasers’ Consolidated Amended Class Action Complaint and Demand for Jury Trial (Doc. No. 49) and CertainTeed Corp.’s Answer to Indirect Purchasers’ First Amended Consolidated Class Action Complaint (Doc. No. 50) as its responses to the Complaints.

4. Any statute of limitations, statute of repose, or other time-related defense based on federal, state or other law, or the common law, whether at law, at equity, or otherwise (including, but not limited to, defenses based on the doctrines of waiver, laches, acquiescence, or estoppel) (any “time-related defense”) that may be applicable to any claim for relief arising from or relating to the facts, events and circumstances alleged in the Complaints on behalf of putative direct purchaser class members or putative indirect purchaser class members as defined in the Complaints is hereby tolled for the direct purchaser plaintiffs, indirect purchaser plaintiffs and for all putative class members sought to be represented by those plaintiffs, for the duration of, and shall not run at any time during, the period beginning the day on which the direct purchaser plaintiffs, indirect purchaser plaintiffs and CertainTeed Corp. execute this Agreement, and lasting for the pendency of this litigation against CertainTeed Gypsum (the “Tolling Period”). CertainTeed Corp. agrees not to assert directly or indirectly, plead, raise by defense or avoidance, or otherwise rely on any passage of time during the Tolling Period in asserting any time-related defense with respect to any claim for relief arising from the conspiracy alleged in the Complaints. The Tolling Period shall apply to any action filed against CertainTeed Corp. by the direct purchaser plaintiffs, indirect purchaser plaintiffs or putative class members as defined in the Complaints, regardless of when such action is commenced. Nothing in this Agreement shall be construed as precluding CertainTeed Corp. from asserting any defense that any claims in any complaint are untimely, provided that CertainTeed Corp. does not rely on the passage of time during the Tolling Period to argue that the claims are time-barred.

Dated: November 25, 2013

Respectfully Submitted,

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