

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

**LISA ROUSE, et al.,**

Plaintiffs,

Case No. 0:22-cv-02173-JMB-JFD

vs.

Judge Jeffrey M. Bryan

**H.B. FULLER COMPANY, et al.,**

Defendants.

---

**CLASS ACTION SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

---

## **Table of Contents**

|                                                          | <b><u>Page</u></b> |
|----------------------------------------------------------|--------------------|
| 1. RECITALS.....                                         | 1                  |
| 2. DEFINITIONS .....                                     | 4                  |
| 3. SETTLEMENT CLASSES AND CERTIFICATION .....            | 8                  |
| 4. SETTLEMENT RELIEF .....                               | 10                 |
| 5. CLAIMS PROCEDURE.....                                 | 12                 |
| 6. PROOF OF CLAIM REQUIREMENTS .....                     | 15                 |
| 7. CLASS ADMINISTRATOR .....                             | 27                 |
| 8. PRELIMINARY APPROVAL, NOTICE, AND FINAL APPROVAL..... | 28                 |
| 9. ATTORNEYS’ FEES AND COSTS; SERVICE AWARDS .....       | 28                 |
| 10. MUTUAL RELEASES .....                                | 29                 |
| 11. GENERAL PROVISIONS.....                              | 31                 |

## **CLASS ACTION SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement of Class Action and Mutual Release Agreement (“Settlement Agreement”) is made by and between Plaintiffs Lisa Rouse, Juston Rouse, Jenna Drouin, Nick Drouin, Kendra Graybeal, Nichole Edwards, Lucas Edwards, Robert Calamita, Gina Calamita, Nicole Robb, Dave Robb, Clay Whitenack, Andrea Whitenack, Brian Andree, Alexandra Andree, Kyle Witczak, Brittany Witczak, Kristina De Broux, Mary Jane Gougar and Chris Lorbecki (collectively, “Plaintiffs” or “Class Representatives”) on their own behalf and on behalf of the classes they represent (the “Settlement Classes”), and Defendants H.B. Fuller Company (“HBF”) and H.B. Fuller Construction Products Inc. (“HBF-CP” and, collectively with HBF, “Defendants”) with regard to the litigation Plaintiffs filed against Defendants styled as *Lisa Rouse, et al. v. HB Fuller Company, et al.* Case No. 0:22-cv-02173-JMB-JFD in the District of Minnesota (the “Action”).

Subject to Court approval, Plaintiffs and Defendants (the “Parties”) have agreed to settle the Action upon the terms and conditions and for the consideration set forth in this Settlement Agreement.

### **1. RECITALS**

1.1 Class Counsel (all terms defined below) conducted an extensive pre-litigation investigation prior to commencing the Action.

1.2 The Complaint in the Action was filed on September 7, 2022.

1.3 The First Amended Complaint in the Action was filed on November 23, 2022.

1.4 Defendants moved to dismiss the First Amended Complaint on December 14, 2022.

1.5 The Court granted in part and denied in part Defendants' motion to dismiss the First Amended Complaint on September 26, 2023.

1.6 The Second Amended Complaint in the Action was filed on January 17, 2024.

1.7 The Third Amended Complaint in the Action was filed on February 22, 2024, and is the current operative complaint in the Action.

1.8 Defendants moved to dismiss the Third Amended Complaint on March 7, 2024.

1.9 The Court granted in part and denied in part Defendants' motion to dismiss the Third Amended Complaint on October 18, 2024.

1.10 Class Counsel and Defense Counsel have actively litigated this Action for over three years.

1.11 During litigation, the Parties conducted written discovery, took and defended over fifty fact and expert depositions, produced over a million pages of documents (combined), retained experts, conducted eleven home inspections, and engaged in substantial motion practice.

1.12 As a result of extensive arm's-length negotiations, including multiple remote mediation sessions with retired Judge Richard Solum and numerous in-person, telephonic, and Zoom mediation sessions with Judicate West mediator Jill Sperber, Esq., the parties



have entered into this Settlement Agreement, which will resolve all claims that were, or could have been, alleged in the Action.

1.13 The Plaintiffs investigated the facts and underlying events relating to the subject matter of the claims, carefully analyzed the applicable legal principles, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens, and costs of further prosecution of their claims, and taking into account the substantial benefits to be received pursuant to this Settlement Agreement as set forth below, that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Classes.

1.14 Defendants for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the claims, and for the purpose of resolving all claims that were, or could have been, alleged by the Settlement Classes in the Action, for good and valuable consideration, and without any admission of liability or wrongdoing, desire to enter into this Settlement Agreement.

1.15 Class Counsel represents and warrants that they are fully authorized to enter into this Settlement Agreement on behalf of Plaintiffs and the Settlement Classes and that Plaintiffs support and have no objection to this Settlement Agreement.

1.16 The Parties agree to cooperate and take all steps necessary and appropriate to consummate this Settlement Agreement.

Now, therefore, without any admission or concession by the Plaintiffs of any lack of merit to the Settlement Classes and Plaintiffs' allegations and claims, and without any admission or concession by the Defendants of any liability or wrongdoing or lack of merit

in their defenses, in consideration of the mutual covenants and terms contained herein, and subject to the final approval of the Court, the Parties agree as follows:

## 2. DEFINITIONS

Capitalized terms not defined elsewhere in this Settlement Agreement shall have the following meanings. All terms defined in the singular have the same meaning when used in the plural, and all terms defined in the plural have the same meaning when used in the singular.

2.1 **“Action”** means this action, which Plaintiffs filed against Defendants styled as *Lisa Rouse, et al. v. HB Fuller Company, et al.* Case No. 0:22-cv-02173-JMB-JFD in the District of Minnesota.

2.2 **“Attorneys’ Fees Award”** means Class Counsel’s attorneys’ fees and costs, as approved by the Court.

2.3 **“Claim”** or **“Claims”** means any claim submitted by a Settlement Class Member for payment from the QSF.

2.4 **“Claims Procedure”** means the procedure the Class Administrator will follow to pay Claims to Settlement Class Members.

2.5 **“Claim Form”** means the form a Settlement Class Member must submit to the Class Administrator pursuant to the Claims Procedure.

2.6 **“Claim Requirements”** mean the requirements necessary to submit a valid Claim pursuant to the Claims Procedure as defined in Section 6.

2.7 **“Class Administrator”** means a reputable, third-party settlement administrator with experience in administering class action settlements.

2.8 “**Class Counsel**” means all counsel of record for the Plaintiffs and Settlement Class Members in this Action.

2.9 “**Class Notice Plan**” means the plan to provide notice of this Settlement Agreement to the Settlement Class Members, to be submitted to the Court for approval as described in Section 8.2 of this Settlement Agreement.

2.10 “**Class Representative Service Award**” means the amount awarded by the Court to Plaintiffs for their time and effort bringing the Action and serving as Class Representatives.

2.11 “**Class Representatives**” means Plaintiffs who are appointed by the Court as class representatives in this Action under Federal Rule of Civil Procedure 23.

2.12 “**Court**” means the United States District Court for the District of Minnesota, in which the Action is pending.

2.13 “**Defendants**” means H.B. Fuller Company and H.B. Fuller Construction Products Inc., the defendants in this Action.

2.14 “**Defendants’ Released Parties**” means Defendants and their former and current parents and subsidiaries, and any of their respective former and current direct or indirect trustees, directors, officers, shareholders, managers, members, attorneys, equity holders, agents, insurers, and employees.

2.15 “**Defense Counsel**” means all counsel of record for the Defendants in this Action.

2.16 “**Effective Date**” means the date on which the Final Judgment Entry is entered.



2.17 “**Excluded Person**” means those excluded from the Settlement Classes as defined in Section 3.2 of the Settlement Agreement.

2.18 “**Final Approval Order**” means any order entered by the Court approving the Settlement Agreement as final.

2.19 “**Final Judgment Entry**” means the final order of judgment in this Action entered by the Court pursuant to the Settlement Agreement.

2.20 “**Hardener**” means the TEC Acrylic Grout Hardener, the product provided by Defendants to customers who complained of soft Power Grout.

2.21 “**HBF**” means defendant H.B. Fuller Company.

2.22 “**HBF-CP**” means defendant H.B. Fuller Construction Products Inc.

2.23 “**Notice**” means the notice of this Settlement provided to the Settlement Classes pursuant to the Class Notice Plan.

2.24 “**Parties**” means Plaintiffs, individually and on behalf of Class Members, and Defendants.

2.25 “**Person**” means any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns.

2.26 “**Plaintiffs**” means Lisa Rouse, Juston Rouse, Jenna Drouin, Nick Drouin, Kendra Graybeal, Nichole Edwards, Lucas Edwards, Robert Calamita, Gina Calamita, Nicole Robb, Dave Robb, Clay Whitenack, Andrea Whitenack, Brian Andree, Alexandra

Andree, Kyle Witczak, Brittany Witczak, Kristina De Broux, Mary Jane Gougar and Chris Lorbecki, the Plaintiffs in this Action.

2.27 **“Power Grout”** means TEC Power Grout, the grout product sold by Defendants that is the subject of this Action, including all versions and formulations thereof.

2.28 **“Qualified Settlement Fund”** or **“QSF”** means the common fund to be established by the Class Administrator as set forth in Section 4.1

2.29 **“Released Claims”** shall have the meaning set forth in Sections 10.1, 10.2, and 10.3 of this Settlement Agreement.

2.30 **“Preliminary Approval Order”** means any order entered by the Court preliminarily approving the Settlement Agreement.

2.31 **“Settlement Agreement”** means the terms and conditions of settlement embodied in this Class Action Settlement Agreement and Mutual Release.

2.32 **“Settlement Amount”** means the amount up to \$75,000,000 that Defendants agree to pay to settle this Action.

2.33 **“Settlement Classes”** means the two subclasses defined in Section 3.1 of the Settlement Agreement.

2.34 **“Settlement Class Member”** means any Person who is a member of the Settlement Classes who has not opted out or been excluded.

2.35 **“Subclass One”** means the subclass defined in Section 3.1.1 of the Settlement Agreement.



2.36 “**Subclass Two**” means the subclass defined in Section 3.1.2 of the Settlement Agreement.

### 3. SETTLEMENT CLASSES AND CERTIFICATION

3.1 The Settlement Classes. The Parties agree to seek certification of a nationwide settlement class with the following two sub-classes (the “Settlement Classes”), of which a Settlement Class Member may participate in only one:

3.1.1 *Subclass 1:* All homeowners in the United States who had Power Grout that was manufactured on or before December 2, 2024 and installed between December 1, 2016 and the date of preliminary approval of the settlement, on residential property they own, or owned, and who replaced the Power Grout or paid to repair damage to their property they contend was caused by such Power Grout, and are seeking recovery of these repair costs; and

3.1.2 *Subclass 2:* All homeowners in the United States who own a home in which Power Grout that was manufactured on or before December 2, 2024 was installed between December 1, 2016 and the present, or who purchased Power Grout that was manufactured on or before December 2, 2024 between December 1, 2016 and the present.

3.2 Excluded Persons. The following Persons are excluded from the Settlement Classes and are not Settlement Class Members:

- a. Anyone who previously made a warranty claim and received a payment from Defendants at, or in excess, of the amount recoverable under the terms of the Settlement Agreement,

unless (1) the prior payment was made to apply the Hardener;  
or (2) their warranty claim was for a different or new  
installation of Power Grout that was not the subject of a prior  
payment;

- b. Defendants and their current and former employees, agents,  
officers, directors, legal representatives, successors,  
subsidiaries, parent entities, predecessors and the immediate  
family members of any such Persons;
- c. Distributors of Power Grout;
- d. Class Counsel and its employees and the immediate family  
members of any such Persons; and
- e. The judicial officers involved in this case and the associated  
Court staff and the immediate family members of any such  
Persons.

3.3 Settlement Class Certification. Solely for settlement purposes and in  
consideration of this Settlement Agreement, the Parties stipulate to certify the Settlement  
Classes under Federal Rule of Civil Procedure 23(b)(3), including the appointment of Class  
Counsel as counsel for the Settlement Classes and conditional approval of the Plaintiffs as  
suitable and adequate Class Representatives of the Settlement Classes.

3.4 Defendants' Reservation of Rights. Defendants reserve their right to contest  
class certification if for any reason this Settlement Agreement is not approved, fails to  
become effective, or is vacated. Plaintiffs will not cite, refer to, or otherwise use the

stipulations in this Settlement Agreement to support class certification for any purpose other than to effectuate this Settlement Agreement.

#### **4. SETTLEMENT RELIEF**

4.1 Settlement Consideration; Qualified Settlement Fund. Defendants agree to pay a common fund of up to \$75,000,000 to settle the Action into a QSF established by the Class Administrator within the meaning of Treasury Regulation § 1.468B-1 et seq. The QSF shall be established pursuant to this Settlement Agreement and the Preliminary Approval Order. The Class Administrator shall administer the QSF in accordance with such regulations and this Settlement Agreement. The Class Administrator shall be responsible for obtaining any necessary employer identification number (EIN) for the QSF and shall timely make any elections necessary or advisable to carry out the provisions of this Settlement Agreement, including, if appropriate, the relation-back election described in Treasury Regulation § 1.468B-1(j), to the earliest permitted date. Any such elections shall be made in compliance with the applicable procedures and requirements of the Internal Revenue Code and Treasury Regulations. The Class Administrator shall timely and properly prepare and file all tax returns, information returns, and other tax filings required or advisable with respect to the QSF, including, without limitation, those described in Treasury Regulation § 1.468B-2(k), and shall cause all taxes (including any estimated taxes, interest, or penalties) arising from income earned by the QSF to be paid from the Qualified Settlement Fund. The QSF shall be solely responsible for any and all taxes, tax reporting obligations, and expenses associated with its administration. The Class Administrator shall also be responsible for issuing any required IRS Forms 1099, W-2, or



other tax reporting forms to Settlement Class Members, Class Counsel, or any other payees receiving distributions from the QSF. Defendants shall have no responsibility for establishing, administering, or funding the QSF beyond payment of the amounts required under this Settlement Agreement, and shall have no responsibility for any taxes, tax reporting, or expenses related to the QSF.

4.2 Distribution of Settlement Funds. Defendants shall pay amounts into the QSF as follows:

4.2.1 Within thirty (14) days of the Court's approval of the Class Notice Plan, Defendants shall make the first of three payments to the QSF in an amount necessary to pay for the costs of the Class Notice Plan in an amount determined by the Class Administrator.

4.2.2 Within thirty (30) days of the Final Approval Order, Defendants shall make the second of three payments to the QSF in an amount necessary to pay: (1) any Attorneys' Fee Award, as approved by the Court; (2) Class Representative Service Awards, as approved by the Court; and (3) class administration fees, in an amount to be determined by the Class Administrator.

4.2.3 As soon as reasonably practicable, and in no event longer than thirty (30) days after the Class Administrator determines the total amount to be paid to Settlement Class Members and provides that amount to Defendants, or within thirty (30) days of the Final Approval Order becoming final, whichever is later, Defendants shall make the third and final payment to the QSF in an amount necessary to pay the cost of the Claims to be paid out pursuant to the



Claims Procedure. For purposes of this subsection, the Final Approval Order shall become final when (1) all periods within which to file an appeal from the order have expired without the filing of any appeal, or (2) in the event that an appeal from the order is filed, a final order has been entered disposing of the appeal, and any time for seeking leave to appeal or time for further appeal has expired.

4.3 Qualified Settlement Fund Cap. All costs of any kind associated with this Settlement Agreement, including but not limited to attorneys' fees, administrative costs, Claim verification costs and payments to Settlement Class Members, shall be paid from the QSF and shall not exceed \$75,000,000 in total. Class Representatives and Settlement Class Members shall be entitled to look solely to the QSF for settlement and satisfaction against the Defendants for the Released Claims, and shall not be entitled to any other payment or relief from the Defendants beyond that described in Section 4.1 above.

4.4 Reversion of Unused Funds. All unused funds in the QSF shall revert to Defendants within thirty (30) days after conclusion of the Claims Procedure and satisfaction of all tax obligations of the QSF.

## **5. CLAIMS PROCEDURE**

5.1 After the Court enters the Final Approval Order, the Settlement Amount will be paid to the Settlement Classes pursuant to the following Claims Procedure:

5.1.1 Subclass One Remedy. Upon the Class Administrator's confirmation of a Settlement Class Member's submission of a valid Claim (as set forth herein), the Settlement Class Member shall be paid from the QSF as

follows: 39% of claimed repair costs that are validated by the Class Administrator; and Claims shall be capped at \$75,000 for each Settlement Class Member. Settlement Class Members who submit Claims for repair costs that are validated in excess of \$75,000 shall be paid as though they submitted a Claim for \$75,000. The Class Administrator has discretion to require additional, corroborating evidence for any Claim submitted in excess of \$7,500, including the discretion to order an inspection of the Settlement Class Member's home. The decision of whether to conduct a further review, and whether to validate a Claim, rests exclusively with the Class Administrator. The Class Administrator shall provide copies of all valid Claims to the Parties on a rolling basis.

- 5.1.2 Subclass Two Remedy A. Upon the Class Administrator's confirmation of a Settlement Class Member's submission of a valid Claim (as set forth herein), the Settlement Class Member shall be paid from the QSF as follows: (a) 39% of claimed repair costs that are validated by the Class Administrator; and (b) Claims shall be capped at \$75,000 for each Settlement Class Member. Settlement Class Members who submit Claims for repair costs that are validated in excess of \$75,000 shall be paid as though they submitted a Claim for \$75,000. The Class Administrator has discretion to require additional, corroborating evidence for any Claim submitted in excess of \$7,500, including the discretion to order an inspection of the Settlement Class Member's home. The decision

of whether to conduct a further review, and whether to validate a Claim, rests exclusively with the Class Administrator. The Class Administrator shall provide copies of all valid Claims to the Parties on a rolling basis.

5.1.3 Subclass Two Remedy B. Settlement Class Members will be reimbursed at 100% of the cost paid for up to two bags of the Power Grout that is the subject of their Claim and, for any bags of Power Grout beyond the initial two, at 75% of the cost paid subject to a total cap of \$250. For the Settlement Class Members that can provide evidence of the purchase price paid for the Power Grout, reimbursement of the cost paid under Remedy B will be at the amounts the Settlement Class Member paid for the Power Grout that is the subject of their Claim, subject to the percentages and caps set forth in Remedy B. For Settlement Class Members that cannot provide evidence of the purchase price paid for the Power Grout, reimbursement of the cost paid under Remedy B will be set at \$20 per 7lb bag, \$25 per 10lb bag, and \$60 per 25lb bag for the Power Grout that is the subject of their Claim, subject to the percentages and caps set forth in Remedy B. For Settlement Class Members that cannot provide evidence of the purchase price paid for the Power Grout, or of the size of the bag(s) purchased, the Class Administrator will assume all bags were 7lb bags and will reimburse at the rate set forth above, subject to the percentages and caps set forth in Remedy B. The Class



Administrator shall provide copies of all valid Claims to the Parties on a rolling basis.

5.1.4 Subclass Two Remedies A and B to Be Mutually Exclusive. Members of Subclass Two may elect Remedy A or Remedy B, but not both.

5.2 Pro Rata Reduction. To the extent Claims exceed the funds available from the QSF for Claims payments, the amount paid on each Claim shall be reduced such that each Settlement Class Member submitting a valid Claim is paid proportionately to the size of his/her Claim.

5.3 Claims Form. The Parties will work together with the Class Administrator to finalize a Claim Form to be sent to Settlement Class Members with the Class Notice Plan.

5.4 Claims Period. The period for potential Settlement Class Members to submit Claims shall be six months from the date that notice issues to the Class.

## **6. PROOF OF CLAIM REQUIREMENTS**

6.1 Proof of Claim Requirements for Subclass One. The Class Administrator will determine whether a Claim made by a Settlement Class Member under Subclass One is valid based on the following Claim Requirements. Settlement Class Members who fall within Subclass One will be entitled to reimbursement in the amounts described in Section 4.4 of this Settlement Agreement upon submission to the Class Administrator of proof of ownership, proof of installation, proof of qualifying damage, and proof of repair, as described in Sections 6.1.1-6.1.4.



6.1.1 *Proof of Ownership.* Proof of ownership by the Settlement Class Member or trust or other entity held on behalf of the Settlement Class Member of the residential property in which the allegedly defective Power Grout was installed at the time repairs were made. Adequate proof will consist of (1) attestation under oath of ownership of the residential property in which the Class Member claims Power Grout was installed, plus (2) one or more of the following:

- a. Property deed or official record of title;
- b. Mortgage agreement or deed of trust;
- c. Documentation reflecting homeowners insurance in Settlement Class Member's name covering property;
- d. Property tax receipt or bill;
- e. Manufactured home certificate or title;
- f. Home purchase contract (e.g., bill of sale, bond for title, land installment contract, etc.)
- g. Will or affidavit of heirship (with death certificate) naming Settlement Class Member heir to property;
- h. Receipts for major repairs or maintenance to property (greater than \$1,000) within one year prior to date of Claim evidencing the Settlement Class Member's name and property address; or

- i. Court documents or other official documents from a state, county, municipality, or other government entity confirming Settlement Class Member's ownership of property.

6.1.2 *Proof of Installation.* Proof of installation of Power Grout<sup>1</sup> within the class period for each location in the home as to which the Settlement Class Member asserts a Claim. Adequate proof will consist of (1) attestation under oath of installation within the class period, including information sufficiently specific to establish the date of installation, for each location in the home for which the Settlement Class Member asserts a Claim, and (2) one or more of the following:

- a. A contemporaneous receipt showing purchase of such Power Grout and the date on which such Power Grout was purchased;
- b. A contemporaneous invoice from a contractor reflecting installation of Power Grout in the Settlement Class Member's home in the locations as to which the Settlement Class Member asserts a Claim and the date of same;
- c. The empty bag(s) of Power Grout, that is the subject of the Claim and was installed in the Settlement Class Member's home, mailed

---

<sup>1</sup> Any Settlement Class Member whose Power Grout was purchased or installed after December 2, 2024 must also provide documentation that conclusively establishes a lot number indicating that the product was manufactured by Defendants and not by TEC Specialty Products, LLC ("TEC").

to the Class Administrator with a lot number that predates and is otherwise consistent with the date of installation;

- d. Provision of photograph(s) or video(s) of the front and back of the bag(s) of Power Grout that is the subject of the Claim and was installed in the Settlement Class Member's home, and a lot number that predates and is otherwise consistent with the date of installation, to the Class Administrator. If the Class Administrator otherwise validates the Claim, it will then mail a pre-paid envelope to the Settlement Class Member for shipping the empty bag(s) of Power Grout meeting the foregoing requirements. This subsection (d) will be deemed satisfied upon the Settlement Class Member mailing the empty bag(s) of Power Grout to the Class Administrator; or

- e. Previous submission of a warranty claim to Defendants.

6.1.3 *Proof of Qualifying Damage.* Proof of qualifying damage in the form of either: (a) a contemporaneous invoice from a contractor; or (b) a current attestation under oath from a contractor, which confirms the qualifying damage listed below was caused by Power Grout failing to harden and necessitated the repairs claimed. In the event such proof is not available, qualifying damage may be established through a prior warranty claim to Defendants asserting that the Power Grout failed to harden properly and necessitating the repairs. In the event a contractor was not involved with the

installation or is no longer available, and no prior warranty claim was submitted, qualifying damage may be established through (a) an attestation under oath from the homeowner confirming that no contractor was involved or that the contractor is no longer available, and that the repairs made were necessitated by the Power Grout failing to harden, and (b) a photograph(s) or video(s) showing the damaged areas prior to the repairs. The Class Administrator has discretion to request metadata or other corroborating evidence to establish qualifying damage. Qualifying damage consists of one or more of the following:

- a. Water damage to sheet rock, drywall, molding, substrates behind the tile, or other fixtures or building material;
- b. Bleeding Power Grout<sup>2</sup> onto other building components or materials, coupled with a contractor invoice or contractor documentation indicating a regROUT cannot be accomplished without damaging the tile installation;
- c. Scratched, chipped, stained or discolored tile or other fixtures or building materials (other than as to Power Grout itself); and/or

---

<sup>2</sup> “Bleeding” means visible pigment or aggregate of Power Grout coming out of a grout joint, or joints, when wet or during normal use or routine cleaning, and where the aggregate repeatedly came out of the joints or continues to come out of the joints.



- d. Irregularities on building materials (other than the Power Grout itself) such as coarsening or roughening of the surface of tiles, fixtures, or other building materials.

6.1.4 *Proof of Repair.* Proof of repairs of qualifying damage consisting of (1) attestation under oath, and (2) one or more of the following:

- a. Contemporaneous receipt from the contractor making the repairs;
- b. Bank or credit card statement showing payment to such contractor for the repairs; and/or
- c. For Settlement Class Members who did not hire a contractor to repair the qualifying damage and instead did it themselves, receipts or other evidence of repair limited to their material costs; labor not provided by a contractor shall not be included in approved repair costs.

6.2 Proof of Claim Requirements for Subclass Two Remedy A. The Class Administrator will determine whether a Claim made by a Settlement Class Member under Subclass One who selects Remedy A is valid based on the following Claim Requirements. Settlement Class Members who fall within Subclass Two and select Remedy A, will be entitled to reimbursement in the amounts described in Section 4.5 of this Settlement Agreement upon submission to the Class Administrator of proof of ownership, proof of installation, and proof of qualifying damage, as described in Sections 6.2.1-6.2.3:

6.2.1 *Proof of Ownership.* Proof of current ownership by the Settlement Class Member or trust or other entity held on behalf of the Settlement Class Member of the residential property in which the allegedly defective Power Grout was installed at the time repairs were made. Adequate proof will consist of (1) attestation under oath of ownership of the residential property in which the Class Member claims Power Grout was installed, and (2) one or more of the following:

- a. Property deed or official record of title;
- b. Mortgage agreement or deed of trust;
- c. Documentation reflecting current homeowners insurance in Settlement Class Member's name covering property;
- d. Property tax receipt or bill;
- e. Manufactured home certificate or title;
- f. Home purchase contract (e.g., bill of sale, bond for title, land installment contract, etc.)
- g. Will or affidavit of heirship (with death certificate) naming Settlement Class Member heir to property;
- h. Receipts for major repairs or maintenance to property (greater than \$1,000) within one year prior to date of Claim evidencing the Settlement Class Member's name and property address; or

- i. Court documents or other official documents from a state, county, municipality, or other government entity confirming Settlement Class Member's ownership of property.

6.2.2 *Proof of Installation.* Proof of installation of Power Grout<sup>3</sup> within the class period for each location in the home as to which the Settlement Class Member asserts a Claim. Adequate proof will consist of (1) attestation under oath of installation within the class period, including information sufficiently specific to establish the date of installation, for each location in the home for which the Settlement Class Member asserts a Claim, and (2) one or more of the following:

- a. A contemporaneous receipt showing purchase of such Power Grout and the date on which such Power Grout was purchased;
- b. A contemporaneous invoice from a contractor reflecting installation of Power Grout in the Settlement Class Member's home in the locations as to which the Settlement Class Member asserts a Claim and the date of same;
- c. The empty bag(s) of Power Grout, that is the subject of the Claim and was installed in the Settlement Class Member's home, mailed

---

<sup>3</sup> Any Settlement Class Member whose Power Grout was purchased or installed after December 2, 2024 must also provide documentation that conclusively establishes a lot number indicating that the product was manufactured by Defendants and not by TEC.

to the Class Administrator with a lot number that predates and is otherwise consistent with the date of installation;

- d. Provision of photograph(s) or video(s) of the front and back of the bag(s) of Power Grout that is the subject of the Claim and was installed in the Settlement Class Member's home, and a lot number that predates and is otherwise consistent with the date of installation, to the Class Administrator. If the Class Administrator otherwise validates the Claim, it will then mail a pre-paid envelope to the Settlement Class Member for shipping the empty bag(s) of Power Grout meeting the foregoing requirements. This subsection (d) will be deemed satisfied upon the Settlement Class Member mailing the empty bag(s) of Power Grout to the Class Administrator; or

- e. Previous submission of a warranty claim to Defendants.

6.2.3 *Proof of Qualifying Damage.* Proof of qualifying damage in the form of an invoice or estimate for cost of repair from a contractor confirming the damage listed below was caused by Power Grout failing to harden and necessitated the repairs claimed. Qualifying damage may include one or more of the following:

- a. Water damage to sheet rock, drywall, molding, substrates behind the tile, or other fixtures or building material;



- b. Bleeding Power Grout<sup>4</sup> onto other building components or materials, coupled with a contractor invoice or contractor documentation indicating a regROUT cannot be accomplished without damaging the tile installation;
- c. Scratched, chipped, stained or discolored tile or other fixtures or building materials (other than Power Grout itself); and/or
- d. Irregularities on building materials (other than the Power Grout itself) such as coarsening or roughening of the surface of tiles, fixtures, or other building materials.

6.3 Proof of Claim Requirements for Subclass Two Remedy B. The Class Administrator will determine whether a Claim made by a Settlement Class Member under Subclass Two who selects Remedy B is valid based on the following Claim Requirements. Settlement Class Members who fall within Subclass Two and select Remedy B, will be entitled to reimbursement in the amounts described in Section 4.6 of this Settlement Agreement upon submission of proof of ownership and proof of purchase, as described in Sections 6.3.1 and 6.3.2.

6.3.1 *Proof of Ownership.* Proof of ownership by the Settlement Class Member or trust or other entity held on behalf of the Settlement Class Member of the residential property in which the allegedly defective Power Grout

---

<sup>4</sup> “Bleeding” means visible pigment or aggregate of Power Grout coming out of a grout joint, or joints, when wet or being wiped with a cloth or sponge during ordinary installation or usage, and where the aggregate repeatedly came out of the joints or continues to come out of the joints.

was installed or, if not installed, where the allegedly defective Power Grout was intended to be installed. Adequate proof will consist of (1) attestation under oath of ownership, and (2) one or more of the following:

- a. Property deed or official record of title;
- b. Mortgage agreement or deed of trust;
- c. Documentation reflecting homeowners insurance in the Settlement Class Member's name covering property;
- d. Property tax receipt or bill;
- e. Manufactured home certificate or title;
- f. Home purchase contract (e.g., bill of sale, bond for title, land installment contract, etc.)
- g. Will or affidavit of heirship (with death certificate) naming Settlement Class Member heir to property;
- h. Receipts for major repairs or maintenance to property (greater than \$1,000) within one year prior to date of Claim evidencing the Settlement Class Member's name and property address; or
- i. Court documents or other official documents from a state, county, municipality, or other government entity confirming Settlement Class Member's ownership of property.

6.3.2 *Proof of Purchase.* Proof of purchase of Power Grout<sup>5</sup> for which the Settlement Class Member submits a Claim. Adequate proof will consist of (1) attestation under oath of purchase, and (2) one or more of the following:

- a. Contemporaneous receipt or other evidence of purchase showing purchase of Power Grout and date on which Power Grout was purchased;
- b. A contemporaneous receipt from a contractor reflecting purchase of Power Grout and the date and price of same;
- c. The empty bag(s) of Power Grout, that is the subject of the Claim and was installed in the Settlement Class Member's home, mailed to the Class Administrator with a lot number that predates and is otherwise consistent with the date of installation;
- d. Provision of photograph(s) or video(s) of the front and back of the bag(s) of Power Grout, that is the subject of the Claim and was installed in the Settlement Class Member's home, and a lot number that predates and is otherwise consistent with the date of installation, to the Class Administrator. If the Class

---

<sup>5</sup> Any Settlement Class Member whose Power Grout was purchased or installed after December 2, 2024 must also provide documentation that conclusively establishes a lot number indicating that the product was manufactured by Defendants and not by TEC.

Administrator otherwise validates the Claim, it will then mail a pre-paid envelope to the Settlement Class Member for shipping an empty bag(s) of Power Grout. This subsection (d) will be deemed satisfied upon the Settlement Class Member mailing the empty bag(s) of Power Grout to the Class Administrator; or

e. Previous submission of a warranty claim to Defendants.

## **7. CLASS ADMINISTRATOR**

7.1 Selection. The Parties shall work together on the selection of a mutually agreeable Class Administrator. Defendants shall have no responsibility or liability relating to the administration of the Settlement Agreement or the distribution of the Settlement Amount. Plaintiffs reserve the right to select the proposed Class Administrator if the Parties cannot agree.

7.2 Duties. The Class Administrator will perform its obligations in a rational, responsive, cost effective, and timely manner. The Class Administrator will maintain reasonably detailed records of its activities under this Settlement Agreement, as well as all records required by applicable law, orders of the Court, and this Settlement Agreement.

7.3 Payment. As set forth in Section 4, the Class Administrator will be paid from the QSF.



## **8. PRELIMINARY APPROVAL, NOTICE, AND FINAL APPROVAL**

8.1 Preliminary Approval. Within ten (10) days after the Settlement Agreement is executed by all Parties, Plaintiffs shall submit the Settlement Agreement to the Court for preliminary approval.

8.2 Notice Plan. Within ten (10) days after the Court issues a Preliminary Approval Order, Plaintiffs shall file a motion for approval of Class Notice Plan with the Court. The Parties will work together with the Class Administrator to finalize the Class Notice Plan. Plaintiffs will provide Defendants with the opportunity to comment on the contents of the Class Notice Plan, including the contents of any settlement website, the short and long form notices, and the Claim Form prior to the submission to the Court.

8.3 Notice Plan Claims Data. Defendants will assist Class Counsel and the Class Administrator in obtaining the email and direct mail addresses of Settlement Class Members who previously submitted warranty claims from its warranty database to the extent such information exists. Defendants will not obstruct Class Counsel and the Class Administrator from obtaining the email and direct mail addresses of Settlement Class Members from TEC Specialty Products, LLC.

8.4 Fairness Hearing; Final Approval. After the Notice Plan has been effected, Plaintiffs shall request that the Court hold a fairness hearing, finally approve the Settlement Agreement and issue a Final Approval Order.

## **9. ATTORNEYS' FEES AND COSTS; SERVICE AWARDS**

9.1 Class Representative Service Awards. After the Court issues a Preliminary Approval Order, Class Counsel will petition the Court for approval of Class Representative

Service Awards payable to Class Representatives in the amount of \$20,000 for each of the eleven Plaintiff households. If approved by the Court, Defendants shall pay the Class Representative Service Awards as set forth in Section 4 herein.

9.2 Attorneys' Fees Award. Class Counsel shall file a motion for Court-approved attorneys' fees and expenses ("Attorneys' Fee Award"). Defendants will not object to Class Counsel's motion for Court-approved attorneys' fees and expenses provided that Class Counsel's request is that the Attorneys' Fees Award is to be paid out of the QSF as set forth in Section 4. Defendants shall be responsible for paying their own attorneys' fees and expenses.

9.3 Acknowledgements. The Parties acknowledge and agree that the granting of any Attorneys' Fees Award or Class Representative Service Award is subject to Court approval.

## **10. MUTUAL RELEASES**

10.1 Class Representatives' and Settlement Class Members' Releases. Upon the entry of the Final Judgment Entry, Class Representatives and Settlement Class Members shall fully, finally, and forever, release, relinquish and discharge Defendants' Released Parties from all claims, asserted or unasserted, known or unknown, related to Power Grout that was manufactured on or before December 2, 2024, or to the allegations made in this Action. Class Representatives and Settlement Class Members do not release claims related to breaches of this Settlement Agreement.

10.2 Defendants' Releases. Upon the entry of the Final Judgment Entry Defendants shall fully, finally, and forever, release, relinquish and discharge Class

Representatives and Settlement Class Members, and Class Representatives' and Settlement Class Members' heirs, successors, representatives, and assigns, from all claims related to Power Grout that was manufactured on or before December 2, 2024. Defendants do not release claims related to breaches of this Settlement Agreement.

10.3 Further Release. In addition to the provisions of Section 10.1, upon Final Judgment and solely with respect to the Released Claims, Class Representatives and Settlement Class Members hereby expressly waive and release 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 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 Class Representative and Settlement Class Member 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 the provisions of Section 10.1, but each Class Representative and Settlement Class Member hereby expressly waives and fully, finally, and forever settles and releases, upon Final Judgment, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that the Class Representatives and Settlement Class Members have agreed to release pursuant to Section



10.1, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

## **11. GENERAL PROVISIONS**

11.1 Litigation Standstill. The Parties shall cease all litigation activities against each other in the Action other than those activities necessary to effectuate the Settlement Agreement and the Court's orders pertaining to the same.

11.2 Termination by Defendants. In the event there are a substantial number of opt-outs, as determined by Defendants, Defendants shall have the right to move the Court to either modify the Settlement Agreement terms or to void the Settlement Agreement. Plaintiffs reserve the right to dispute whether the opt-outs are substantial and whether the Settlement Agreement should be modified or voided. But, in any event, the Settlement Agreement shall become voidable, in the sole discretion of Defendants, if the number of opt outs exceeds a threshold set forth in a confidential side letter between the Parties.

11.3 Final Resolution. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the claims as released in Section 10.

11.4 Good Faith. The Parties, Class Counsel, and Defense Counsel will act in good faith and engage their best efforts on an ongoing basis to effectuate this Settlement Agreement. The Parties will defend this Settlement Agreement from any challenge by objection, appeal, collateral attack, or otherwise.

11.5 Representation by Counsel. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their rights and obligations with



respect to the Settlement Agreement. The Parties have read and understand fully the Settlement Agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

11.6 Waiver. The waiver by one Party of any breach of this Settlement Agreement by any other Party does not waive any other prior or subsequent breaches of this Settlement Agreement.

11.7 Amendment. 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.

11.8 Representations and Warranties. The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any Person any portion of any liability, claim, demand, action, cause of action, or rights released or discharged in this Settlement Agreement. Each counsel or other Person executing this Settlement Agreement on behalf of any Party hereto hereby warrants and represents to the other Parties hereto that such counsel or other Person has the authority to execute and deliver this Settlement Agreement.

11.9 No Admission of Liability. Neither this Settlement Agreement nor any actions taken to carry it out is intended to be, or may be deemed or construed to be, an admission or concession of liability or of the validity of any claim, defense, or any point

of fact or law (including but not limited to matters respecting class certification) on the part of any Party, whether or not the Effective Date occurs or this Settlement Agreement is terminated.

11.10 Execution. This Settlement Agreement shall be effective upon its execution by Class Counsel, Defense Counsel, and the Parties, except for those provisions that require Court-approval to be effective, and those provisions shall become effective upon their approval by the Court.

11.11 Counterparts. Class Counsel, Defense Counsel, and the Parties may execute this Settlement Agreement in one or more counterparts and by facsimile or electronic signature. If the Settlement Agreement is executed in counterparts, all executed counterparts and each of them will be deemed to be one and the same instrument. Signatures sent by facsimile or sent in PDF form via e-mail will be deemed originals.

11.12 Integrated Agreement. This Settlement Agreement (including the confidential side letter referenced in Section 11.2) comprises the entire, complete, and integrated agreement between the Parties, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations, and discussions, either oral or written, between the Parties. In entering into this Settlement Agreement, each Party has not relied upon any representation or promise made by the other Party that is not contained in this Settlement Agreement. 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.

11.13 Severability. If any provision herein becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Settlement Agreement shall continue in full force and effect without said provision.

11.14 Drafting. All Parties have contributed substantially and materially to the preparation of this Settlement Agreement. Nothing in this Settlement Agreement shall be construed more strictly against one Party than another.

11.15 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 no Party has entered this Settlement Agreement as the result of any coercion or duress.

11.16 Confidentiality. The Parties agree to continue to maintain the confidentiality of all settlement discussions and materials exchanged during the settlement negotiations. Defendants may disclose information related to settlement discussions as necessary to their external auditors and consultants and to pursue insurance coverage.

11.17 Choice of Law and Dispute Resolution. Any disputes arising out of or relating to this Settlement Agreement shall be governed by Minnesota law without regard to conflicts of law provisions.

11.18 Notices. Any notice to the Parties required by this Settlement Agreement shall be given in writing by first-class U.S. Mail and e-mail to:



For Plaintiffs:

David F. Hine  
VORYS, SATER, SEYMOUR AND PEASE LLP  
301 E. Fourth Street  
Suite 3500  
Cincinnati, Ohio 45202  
dfhine@vorys.com

For Defendants:

Todd A. Noteboom  
STINSON LLP  
50 South Sixth Street  
Suite 2600  
Minneapolis, Minnesota 55402  
todd.noteboom@stinson.com

11.19 Retention of Jurisdiction. The Court will retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement Agreement and matters related to this Settlement Agreement.

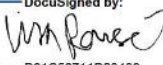
11.20 Admissibility for Enforcement. It is agreed that this Settlement Agreement shall be admissible in any proceeding for establishing the terms of the Parties' agreement or for any other purpose with respect to implementing or enforcing this Settlement Agreement.

11.21 No Third-Party Beneficiaries. No provision of this Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not specifically identified in the Settlement Agreement.



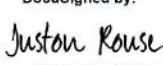
**Plaintiffs**

Dated: <sup>24</sup>\_\_\_\_\_, 2026

DocuSigned by:  
  
D91C58711D28489

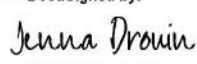
Lisa Rouse

Dated: <sup>23</sup>\_\_\_\_\_, 2026

DocuSigned by:  
  
FA079CF1284C48C...

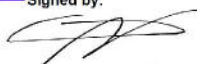
Juston Rouse

Dated: <sup>March</sup>  
<sup>20</sup>\_\_\_\_\_, 2026

DocuSigned by:  
  
93C16F240D15415...

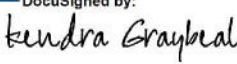
Jenna Drouin

Dated: <sup>22</sup>\_\_\_\_\_, 2026

Signed by:  
  
C8D67E8474CB42A...

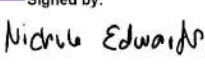
Nick Drouin

Dated: <sup>March</sup>  
<sup>30</sup>\_\_\_\_\_, 2026

DocuSigned by:  
  
6848E2D74A39440...

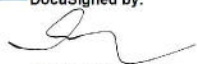
Kendra Graybeal

Dated: <sup>March</sup>  
<sup>21</sup>\_\_\_\_\_, 2026

Signed by:  
  
E6319F850E244F6...

Nichole Edwards

Dated: <sup>March</sup>  
<sup>21</sup>\_\_\_\_\_, 2026

DocuSigned by:  
  
16AA40BDB1B749B...

Lucas Edwards

Dated: March 20, 2026

DocuSigned by:  
*Robert Calamita*

DAE57663454F438...

Robert Calamita

Dated: March 20, 2026

Signed by:

*Gina Calamita*

8CD1A29803624AE...

Gina Calamita

Dated: 20, 2026

Signed by:

*Nicole Robb*

5FF094FC40E74B2...

Nicole Robb

Dated: March 22, 2026

Signed by:

*Dave Robb*

7C82C525ED07440...

Dave Robb

Dated: 23, 2026

Signed by:

*Clay Whitenack*

645EC305198E412...

Clay Whitenack

Dated: March 24, 2026

Signed by:

*Andrea Whitenack*

6646FA0417D64B0...

Andrea Whitenack

Dated: March 24, 2026

Signed by:

*Brian Andree*

57A046FA18134D0...

Brian Andree

Dated: March 24, 2026

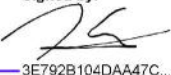
Signed by:

*Alexandra Andree*

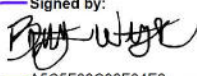
E0DECFE0706C47F...

Alexandra Andree

Dated: 20\_\_\_\_\_, 2026

Signed by:  
  
 3E792B104DAA47C...  
 Kyle Witczak

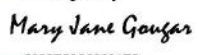
Dated: march 20\_\_\_\_\_, 2026

Signed by:  
  
 A5C5E88C92F64E2...  
 Brittany Witczak

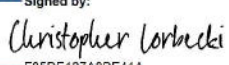
Dated: \_\_\_\_\_, 2026

Christina De Broux

Dated: March 20\_\_\_\_\_, 2026

DocuSigned by:  
  
 5620E58C83694E5...  
 Mary Jane Gougar

Dated: March 20\_\_\_\_\_, 2026

Signed by:  
  
 F85DE127A8BE41A...  
 Chris Lorbecki

**Counsel for Plaintiffs and the Class**

Dated: \_\_\_\_\_, 2026

VORYS, SATER, SEYMOUR AND  
 PEASE LLP

David F. Hine  
 Counsel for Plaintiffs and the Class

Dated: \_\_\_\_\_, 2026

LOCKRIDGE GRINDAL NAUEN  
 P.L.L.P.

David W. Asp  
 Counsel for Plaintiffs and the Class

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
Kyle Witczak

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
Brittany Witczak

Dated: <sup>March 23</sup>\_\_\_\_\_, 2026

Signed by:  
*Kristina De Broux*  
\_\_\_\_\_  
B5B4B627A6734C8...  
Kristina De Broux

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
Mary Jane Gougar

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
Chris Lorbecki

**Counsel for Plaintiffs and the Class**

Dated: \_\_\_\_\_, 2026

VORYS, SATER, SEYMOUR AND  
PEASE LLP

\_\_\_\_\_  
David F. Hine  
Counsel for Plaintiffs and the Class

Dated: \_\_\_\_\_, 2026

LOCKRIDGE GRINDAL NAUEN  
P.L.L.P.

\_\_\_\_\_  
David W. Asp  
Counsel for Plaintiffs and the Class



Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
Kyle Witczak

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
Brittany Witczak

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
Christina De Broux

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
Mary Jane Gougar

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
Chris Lorbecki

**Counsel for Plaintiffs and the Class**

Dated: March 23, 2026

VORYS, SATER, SEYMOUR AND  
PEASE LLP

  
\_\_\_\_\_  
David F. Hine

Counsel for Plaintiffs and the Class

Dated: \_\_\_\_\_, 2026

LOCKRIDGE GRINDAL NAUEN  
P.L.L.P.

\_\_\_\_\_  
David W. Asp  
Counsel for Plaintiffs and the Class

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
Kyle Witczak

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
Brittany Witczak

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
Christina De Broux

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
Mary Jane Gougar

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
Chris Lorbecki

**Counsel for Plaintiffs and the Class**

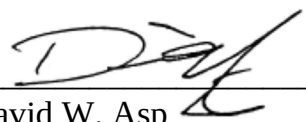
Dated: \_\_\_\_\_, 2026

VORYS, SATER, SEYMOUR AND  
PEASE LLP

\_\_\_\_\_  
David F. Hine  
Counsel for Plaintiffs and the Class

Dated: March 24, 2026

LOCKRIDGE GRINDAL NAUEN  
P.L.L.P.

  
\_\_\_\_\_  
David W. Asp  
Counsel for Plaintiffs and the Class

**Defendants**

Dated: **03/30/2026**

On behalf of Defendant H.B.  
Fuller Company

By:   
\_\_\_\_\_  
Gregory Ogunsanya  
Senior Vice President, General Counsel  
& Corporate Secretary

Dated: **03/30/2026**

On behalf of H.B. Fuller Construction  
Products Inc.

By:   
\_\_\_\_\_  
Gregory Ogunsanya  
Senior Vice President, General Counsel  
& Corporate Secretary

Approved as to form and content:

Dated: 3/30, 2026

STINSON LLP



\_\_\_\_\_  
Todd A. Noteboom  
Counsel for Defendants