

Court File No. CV-13-4003CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

The Honourable

)

Thursday, the *13th* day

)

Justice Sproat

)

of February, 2014

B E T W E E N :

BOWEN REAL ESTATE HOLDINGS INC.

Plaintiff

- and -

USG CORPORATION, UNITED STATES GYPSUM COMPANY, CGC INC., NEW NGC, INC., LAFARGE NORTH AMERICA INC., LAFARGE CANADA INC., CERTAINTEED CORPORATION, CERTAINTEED GYPSUM CANADA, INC., EAGLE MATERIALS INC., AMERICAN GYPSUM COMPANY LLC, TIN INC. D/B/A TEMPLE-INLAND INC., and PABCO BUILDING PRODUCTS, LLC

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiff for an Order that the within proceeding be discontinued on a without costs and without prejudice basis as against the defendants, American Gypsum Company LLC and Eagle Materials Inc. and for an Order granting leave to file a Fresh as Amended Statement of Claim to, *inter alia*, add CertainTeed Gypsum, Inc. as a defendant and to remove American Gypsum Company LLC and Eagle Materials Inc. as defendants, was heard on February 13, 2014.

ON READING the materials filed;

ON HEARING the submissions of Linda Visser, counsel for the Plaintiff, with the following counsel for the Defendants also appearing on the motion: Linda Plumpton and Sylvie Rodrigue, counsel for the Defendants USG Corporation, United States Gypsum Company, and CGC Inc, Sandra Forbes, counsel for Defendant New NGC, Inc., Don Houston, counsel for

Defendants Lafarge North America Inc. and Lafarge Canada Inc., Pascale Cloutier, counsel for the Defendants Certainteed Corporation and Certainteed Gypsum Canada, Inc., Neil Campbell, counsel for the Defendants Eagle Materials Inc and American Gypsum Company LLC, John Picone, counsel for the Defendant TIN Inc. d/b/a Temple-Inland Inc, John Callaghan and Scott Kugler, counsel for the Defendant Pabco Building Products, LLC; and

ON BEING ADVISED that counsel for the Defendants do not oppose the motion, but reserve their right to seek production of the documents referenced in paragraph 1 of this Order at a later time:

1. **THIS COURT ORDERS** that the within proceeding be discontinued on a without costs and without prejudice basis as against the defendants American Gypsum Company LLC (“American Gypsum”) and Eagle Materials Inc. (“Eagle”) on the following terms:

- (a) Within 30 days of the later of the date of this Order, the date on which this Court issues a protective order substantially similar in scope to the protective order applicable in the U.S. litigation described in sub-paragraph (i) below, and the date on which the Quebec Superior Court issues an order substantially similar to this Order in the proceeding *Madame Sylvie Cloutier v. USG Corporation et al*, Quebec Superior Court, District of Quebec (Court File No. 200-06-000167-133), American Gypsum will provide the Plaintiff with:

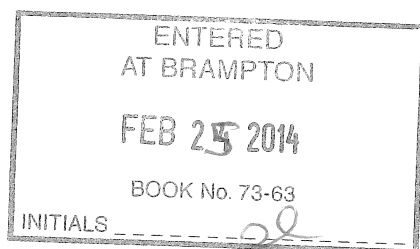
- (i) copies of all pre-existing documents produced by American Gypsum in the United States litigation (*In re: Domestic Drywall Antitrust Litigation*, Case No. 2:13-md-02437-MMB, US District Court for the Eastern District of Pennsylvania) (the “U.S. Litigation”) concerning the allegations raised in the present action, to the extent that such production does not violate the terms of any protective orders in place in the U.S. Litigation;
 - (ii) copies of all pre-existing documents provided by American Gypsum to the United States Department of Justice, the Canadian Competition Bureau, or any other state, federal, or international government or administrative agency, without geographic limitation, concerning the allegations raised in the present action, to the extent that such production does not violate the terms of any protective orders in place in the related U.S. Litigation; and

- (iii) any transcripts or video recordings of all depositions of American Gypsum's current or former employees, directors or officers taken in the course of the U.S. Litigation concerning the allegations raised in the present action, to the extent that such production does not violate the terms of any protective orders in place in the U.S. Litigation.
 - (b) The obligation to provide the above evidence shall be a continuing obligation. To the extent that the above evidence is produced after the initial production to the Plaintiff, American Gypsum will provide copies of such materials to the Plaintiff with 30 days of their production in the U.S. Litigation; and
 - (c) Within 30 days of this Order, or as otherwise agreed between the Plaintiff and American Gypsum, American Gypsum will provide, through a meeting between counsel for American Gypsum and Plaintiff's counsel, an evidentiary proffer, which will consist of an overview of the materials contained in the initial production pursuant to paragraph (a) of this Order.
2. **THIS COURT FURTHER ORDERS** that the Plaintiff will not recommence proceedings against American Gypsum and/or Eagle unless American Gypsum breaches the terms of this order or the Plaintiff obtains credible evidence that there is a material misrepresentation in the representations made by American Gypsum in support of this motion.
3. **THIS COURT ORDERS** that leave is granted to the Plaintiff to file a Fresh as Amended Statement of Claim to, *inter alia*, add CertainTeed Gypsum, Inc. as a defendant and to remove American Gypsum Company LLC and Eagle Materials Inc. as defendants in the form attached hereto as Schedule "A".

Date:

Feb 20/2014


The Honourable Justice Sproat



SCHEDULE "A"

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

BOWEN REAL ESTATE HOLDINGS INC.

Plaintiff

- and -

USG CORPORATION, UNITED STATES GYPSUM COMPANY, CGC INC., NEW NGC, INC., LAFARGE NORTH AMERICA INC., LAFARGE CANADA INC., CERTAINTEED CORPORATION, CERTAINTEED GYPSUM, INC., CERTAINTEED GYPSUM CANADA, INC., TIN INC. D/B/A TEMPLE-INLAND INC., and PABCO BUILDING PRODUCTS, LLC

Defendants

(Proceeding under the *Class Proceedings Act*, 1992, SO 1992, c C.6)

FRESH AS AMENDED STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$25,000 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$400.00 for costs and have the costs assessed by the court.

Date

Issued by

Local registrar

Address of Court House
court office 7755 Hurontario Street
Brampton, ON L6W 4T1

TO: USG CORPORATION
550 West Adams Street
Chicago, IL 60661-3676, USA

AND TO: UNITED STATES GYPSUM COMPANY
550 West Adams St
Chicago, IL, 60661 United States

AND TO: CGC INC.
350 Burnhamthorpe Road West, 5th Floor
Mississauga, Ontario L5B 3J1, Canada

AND TO: NEW NGC, INC.
2001 Rexford Rd.
Charlotte, NC 28211, USA

AND TO: LAFARGE NORTH AMERICA INC.
8700 W Bryn Mawr Ave., Suite 300
Chicago, IL 60631, USA

AND TO: LAFARGE CANADA INC.
6509 Airport Rd
Mississauga, Ontario L4V 1S7, Canada

AND TO: CERTAINTEED CORPORATION
750 East Swedesford Road
Valley Forge, PA 19482, USA

AND TO: CERTAINTEED GYPSUM, INC
4300 W. Cypress St., Suite 500
Tampa, FL 33607, USA

AND TO: CERTAINTEED GYPSUM CANADA, INC
2424 Lakeshore Rd W
Mississauga, ON L5J 1K4, Canada

AND TO: TIN INC. D/B/A TEMPLE-INLAND INC
1300 South Mopac Expressway FL3
Austin, TX 78746-6933, USA

AND TO: PABCO BUILDING PRODUCTS, LLC
10600 White Rock Road, Bldg. B, Ste. 100
Rancho Cordova, CA 95670-6032

CLAIM

1. The Plaintiff claims on behalf of itself and other persons in Canada who purchased drywall during the Conspiracy Period (as defined below):
 - (a) a declaration that the Defendants conspired each with the other and their unnamed co-conspirators to fix, maintain, increase and/or control the price of drywall during the period from at least September 1, 2011 until at least the present (“Conspiracy Period”);
 - (b) general damages for conspiracy in the amount of \$100,000,000.00;
 - (c) general damages for conduct that is contrary to Part VI of the *Competition Act*, RSC 1985, c C-34 in the amount of \$100,000,000.00;
 - (d) punitive and exemplary damages in the amount of \$10,000,000.00;
 - (e) costs of investigation and prosecution of this proceeding pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34;
 - (f) pre-judgment and post-judgment interest at the rate of 10% compounded annually or as otherwise ordered by the Honourable Court;
 - (g) costs of this action on a substantial indemnity basis; and
 - (h) such further and other relief as this Honourable Court awards.

WHAT IS DRYWALL?

2. Drywall, sometimes known as gypsum board, wallboard, sheetrock or plasterboard, is a panel made of gypsum plaster pressed between two thick sheets of paper. It is used to make interior walls and ceilings. Drywall is used in virtually every new residential and

commercial construction project. Depending on the nature of the renovations, drywall is also used when renovating residential and commercial buildings.

NATURE OF THE ACTION

3. This action arises from a conspiracy to fix, maintain, increase and/or control the prices of drywall sold in Canada and throughout North America.
4. During the Conspiracy Period, the Defendants, their co-conspirators, and their senior executives participated in illegal and secretive meetings and made agreements relating to the prices, market share divisions and production levels for drywall, including agreements to implement significant price increases in January 2012 and January 2013, and an agreement to end the standard industry practice of “job quoting”, which is discussed in paragraph 31 below.

THE REPRESENTATIVE PLAINTIFF

5. The plaintiff, Bowen Real Estate Holdings Ltd., is a real estate holding company.
6. During the Conspiracy Period, Bowen Real Estate Holdings Ltd. retained professionals to construct a building to be used in the supply of medical services. As part of the construction process, Bowen Real Estate Holdings Ltd. paid for drywall to be installed in the building.

THE DEFENDANTS

7. Where a particular entity within a corporate family of Defendants engaged in anti-competitive conduct, it did so on behalf of all entities within that corporate family. The individual participants in the conspiratorial meetings and discussions entered into agreements on behalf of, and reported these meetings and discussions to, their respective

corporate families. The Defendants named herein are jointly and severally liable for the actions of, and damages allocable to, all members of their respective corporate families.

A. USG Defendants

8. USG Corporation has its principal place of business in Chicago, Illinois. During the Conspiracy Period, USG Corporation manufactured, marketed, sold and/or distributed drywall to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.
9. United States Gypsum Company has its principal place of business in Chicago, Illinois. United States Gypsum Company is a wholly-owned subsidiary of USG Corporation. During the Conspiracy Period, United States Gypsum Company manufactured, marketed, sold and/or distributed drywall to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.
10. CGC Inc. has its principal place of business in Mississauga, Ontario. CGC Inc. is a wholly-owned subsidiary of USG Corporation. During the Conspiracy Period, CGC Inc. manufactured, marketed, sold and/or distributed drywall to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.
11. The business of each of USG Corporation, United States Gypsum Company and CGC Inc. (collectively, "USG") is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, market, sale and/or distribution of drywall in Canada and for the purposes of the conspiracy described hereinafter.

B. New NGC Defendant

12. New NGC Inc., commonly known as National Gypsum Company, has its principal place of business in Charlotte, North Carolina. During the Conspiracy Period, New NGC Inc. manufactured, marketed, sold and/or distributed drywall to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.

C. LaFarge Defendants

13. LaFarge North America Inc. has its principal place of business in Chicago, Illinois. LaFarge North America Inc. is a wholly-owned subsidiary of LaFarge S.A. During the Conspiracy Period, LaFarge North America Inc. manufactured, marketed, sold and/or distributed drywall to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.
14. LaFarge Canada Inc. has its principal place of business in Mississauga, Ontario. LaFarge Canada Inc. is a wholly-owned subsidiary of LaFarge S.A. During the Conspiracy Period, LaFarge Canada Inc. manufactured, marketed, sold and/or distributed drywall to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.
15. The business of each of LaFarge North America Inc. and LaFarge Canada Inc. is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, market, sale and/or distribution of drywall in Canada and for the purposes of the conspiracy described hereinafter.

D. CertainTeed Defendants

16. CertainTeed Corporation has its principal place of business in Valley Forge, Pennsylvania. CertainTeed Corporation is a wholly-owned subsidiary of Saint-Gobain Corporation. During the Conspiracy Period, CertainTeed Corporation manufactured, marketed, sold and/or distributed drywall to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.
17. CertainTeed Gypsum, Inc has its principal place of business in Tampa, Florida. CertainTeed Gypsum, Inc. is a wholly-owned subsidiary of Saint-Gobain Corporation. During the Conspiracy Period, CertainTeed Gypsum, Inc. manufactured, marketed, sold and/or distributed drywall to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.
18. CertainTeed Gypsum Canada, Inc. has its principal place of business in Mississauga, Ontario. CertainTeed Gypsum Canada, Inc. is a wholly-owned subsidiary of Saint-Gobain Corporation. During the Conspiracy Period, CertainTeed Gypsum Canada, Inc. manufactured, marketed, sold and/or distributed drywall to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.
19. The business of each of CertainTeed Corporation, CertainTeed Gypsum, Inc. and CertainTeed Gypsum Canada, Inc. (collectively, "CertainTeed") is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, market, sale and/or distribution of drywall in Canada and for the purposes of the conspiracy described hereinafter.

E. Temple-Inland Defendant

20. TIN Inc., doing business as Temple-Inland Inc. ("Temple-Inland") has its principal place of business in Austin, Texas. During the Conspiracy Period, Temple-Inland manufactured, marketed, sold and/or distributed drywall to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.

F. PABCO Defendant

21. PABCO Building Products, LLC ("PABCO") has its principal place of business in Rancho Cordova, California. During the Conspiracy Period, PABCO manufactured, marketed, sold and/or distributed drywall to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.

Co-Conspirators

22. Various persons and/or firms involved in the manufacturing, marketing, selling and/or distribution of drywall to customers throughout Canada, not named as Defendants herein, may have participated as co-conspirators in the violations alleged herein and may have performed acts and made statements in furtherance thereof.
23. The Defendants named herein are jointly and severally liable for the actions of, and damages allocable to, their co-conspirators, including the other named Defendants and any unnamed co-conspirator.

THE DRYWALL INDUSTRY

24. The drywall industry has several characteristics that served to facilitate the conspiracy alleged herein.

A. Market Concentration

25. During the Conspiracy Period, the Defendants controlled 90% of the drywall market in North America. In 2011, USG held a 25% market share in the North American drywall market. New NGC Inc. held a 23% market share and CertainTeed held a 13% share.

B. Barriers to Entry

26. The market for the manufacture and sale of drywall is subject to high barriers to entry. Entry into the drywall market involves significant start-up capital expenditures on plants and equipment, regulatory approvals, transportation, electricity and infrastructure for distribution. The equipment needed to manufacture drywall is custom-built.

C. Vertical Integration

27. Most manufacturers of gypsum, the primary input in drywall, are vertically integrated, meaning that they participate in each successive step of production. A new entrant into the drywall market would need to acquire access to gypsum from one of a limited number of gypsum mines in North America, many of which are owned or operated by the Defendants.

D. Price Inelasticity

28. There are no close substitutes for drywall. Further, drywall products are functionally interchangeable, such that drywall produced by one Defendant does not differ significantly in quality, appearance or use from that produced by another Defendant. Drywall is produced and sold in standard dimensions. Thus, competition in the drywall industry is largely based on price.

PRICES DURING THE CONSPIRACY PERIOD

29. The Defendants and their co-conspirators' illegal price-fixing conspiracy resulted in artificially increased prices for drywall. This was accomplished by the implementation of

two significant price increases—one in early January 2012 and another in early January 2013—and the sudden, collusive elimination of the industry practice of “job quoting,” which is discussed in paragraph 31 below. But for the illegal price-fixing conspiracy, drywall prices would have been significantly lower, would not have been stable and/or would not have increased in the manner that they did.

THE CONSPIRACY TO FIX PRICES OF DRYWALL

30. The Plaintiff alleges that during the Conspiracy Period, the Defendants and unnamed co-conspirators conspired, agreed and/or arranged with each other to fix, maintain, increase or control the prices of drywall, and/or to allocate sales, territories, customers or markets for the production and/or supply of drywall in North America. The Plaintiff also alleges that during the Conspiracy Period, the Defendants and unnamed co-conspirators conspired, agreed and/or arranged with each other to fix maintain, control, prevent, lessen or eliminate the production or supply of drywall in North America.
31. Prior to October 2011, the common industry practice of “job quoting” allowed builders to “lock in” prices for drywall at the beginning of a project, allowing that builder to rely on the same drywall price from a specific Defendant throughout a building project. This practice served as a mechanism for price competition between the Defendants. In late September and early October 2011, all of the Defendants abolished the “job quoting” industry practice and communicated this to their customers.
32. During the Conspiracy Period, senior executives and employees of the Defendants and unnamed co-conspirators, acting in their capacities as agents for the Defendants and unnamed co-conspirators, engaged in communications, conversations and attended meetings with each other at times and places, some of which are unknown to the Plaintiff,

and as a result of the communications and meetings the Defendants and unnamed co-conspirators unlawfully conspired and/or agreed to:

- (a) fix, maintain, increase or control the prices of drywall in North America;
- (b) exchange information in order to monitor and enforce adherence to the agreed-upon prices for drywall;
- (c) eliminate the standard industry practice of "job quoting" for drywall prices in North America;
- (d) allocate sales, territories, customers and/or markets for the production or supply of drywall in North America; and
- (e) fix, maintain, control, prevent and/or lessen the production and/or supply of drywall in North America.

33. In furtherance of the conspiracy, during the Conspiracy Period, the following acts were done by the Defendants, the unnamed co-conspirators and their servants and agents:

- (a) they increased and/or maintained the prices of drywall in North America;
- (b) they allocated the volumes of sales of, and customers and markets for drywall among themselves;
- (c) they reduced the supply of drywall;
- (d) they communicated secretly, in person, by telephone or otherwise, to discuss and fix prices and volumes of sales of drywall;

- (e) they exchanged information regarding the prices and volumes of sales of drywall for the purposes of monitoring and enforcing adherence to the agreed-upon prices, volumes of sales and markets;
 - (f) they agreed to eliminate the industry practice of “job quoting” for drywall prices in North America;
 - (g) they refrained from submitting truly competitive bids for drywall in North America;
 - (h) they submitted collusive, non-competitive and rigged bids for drywall in North America;
 - (i) they took active steps to, and did, conceal the unlawful conspiracy from their customers; and
 - (j) they disciplined any corporation which failed to comply with the conspiracy.
34. The Defendants and unnamed co-conspirators were motivated to conspire and their predominant purposes and predominant concerns were:
- (a) to harm the Plaintiff and other persons in Canada who purchased drywall during the Conspiracy Period by requiring them to pay artificially high prices for drywall; and
 - (b) to illegally increase their profits on the sale of drywall.
35. The Canadian subsidiaries of the foreign Defendants and unnamed co-conspirators participated in and furthered the objectives of the conspiracy by knowingly modifying

their competitive behaviour in accordance with instructions received from their respective parent companies and thereby acted as agents in carrying out the conspiracy and are liable for such acts.

36. The acts particularized in paragraphs 30 to 35 were unlawful acts directed towards the Plaintiff and other purchasers of drywall, which unlawful acts the Defendants knew in the circumstances would likely cause injury to the Plaintiff and other purchasers of drywall and, as such, the Defendants are liable for the tort of civil conspiracy.
37. Further, or alternatively, the acts particularized in paragraphs 30 to 35 are in breach of s. 45 of the *Competition Act* and render the Defendants liable to pay damages pursuant to s. 36 of the *Competition Act*. Further, or alternatively, the Canadian subsidiaries of the foreign Defendants are liable to the Plaintiff and the other class members pursuant to s. 36 of the *Competition Act* for acts in contravention of s. 46(1) of the *Competition Act*.
38. The acts alleged in this claim to have been done by each corporate Defendant were authorized, ordered and done by each corporate Defendant's officers, directors, agents, employees or representatives while engaged in the management, direction, control or transaction of its business affairs.

DAMAGES

39. The Plaintiff and other persons in Canada who purchased drywall during the Conspiracy Period suffered the following damages:
 - (a) the prices of drywall have been enhanced unreasonably at artificially high and non-competitive levels; and
 - (b) competition in the sale of drywall has been unduly restrained.

40. By reason of the alleged violations of the *Competition Act* and the common law, the Plaintiff and other persons in Canada who purchased drywall during the Conspiracy Period paid more for drywall than they would have paid in the absence of the illegal conspiracy and, as a result, they have been injured in their business and property and have suffered damages in an amount presently undetermined.
41. The Plaintiff asserts that the Defendants' conduct was high-handed, outrageous, reckless, wanton, entirely without care, deliberate, callous, disgraceful, wilful, in contumelious disregard of the Plaintiff's rights and the rights of and other persons in Canada who purchased drywall during the Conspiracy Period, and as such renders the Defendants liable to pay aggravated, exemplary and punitive damages.
42. The Plaintiff's damages and those of and other persons in Canada who purchased drywall during the Conspiracy Period have been suffered in the Province of Ontario and elsewhere in Canada.
43. The Plaintiff pleads and relies on the *Competition Act*, RSC 1985, c C-34, ss 36, 45 and 46.
44. The Plaintiff pleads and relies on sections 17 (g), (h), (o) and (p) of the *Rules of Civil Procedure*, allowing for service *ex juris* of the foreign defendants. Specifically, this originating process may be served without court order outside Ontario on the basis that the claim is:
 - (a) in respect of a tort committed in Ontario (rule 17.02(g));
 - (b) in respect of damages sustained in Ontario arising from a tort or breach of contract wherever committed (rule 17.02(h));

- (c) against a person outside Ontario who is a necessary and proper party to this proceeding properly brought against another person served in Ontario (rule 17.02(o)); and
 - (d) against a person carrying on business in Ontario (rule 17.02(p)).
45. The Plaintiff pleads and relies on the *Class Proceedings Act, 1992*.
46. The Plaintiff states that it is the representative of persons in Canada who purchased drywall during the Conspiracy Period.
47. The Plaintiff proposes that this action be tried at Brampton, Ontario.

Siskinds ^{LLP}
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P.O. Box 2520
London, ON N6A 3V8

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Tel: (519) 672-2121
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Lawyers for the Plaintiff

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Brampton

(Proceeding under the *Class Proceedings Act, 1992*)

FRESH AS AMENDED
STATEMENT OF CLAIM

Siskinds LLP

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Lawyers for the Plaintiff

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Brampton

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(Discontinue as against American Gypsum Company LLC
and Eagle Materials Inc. and Amend Statement of Claim)**

Siskinds LLP
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680 Waterloo Street
London, ON N6A 3V8

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