

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Lisa Rouse, Juston Rouse, Jenna Drouin,
Nicholas Drouin, Kendra Graybeal, Nichole
Edwards, Lucas Edwards, Robert Calamita,
Gina Calamita, Nicole Robb, Dave Robb,
Clay Whitenack, Andrea Lea Hill Whitenack,
Brian Andree, Alexandra Andree, Kyle
Witzcak, Brittany Witzcak, May Jane
Gougar, Chris Lorbecki, and Kristina De
Broux, *individually, and on behalf of all
those similarly situated,*

Plaintiffs,

v.

H.B. Fuller Company and H.B. Fuller
Construction Products, Inc.,

Defendants.

David W. Asp and Robert David Hahn, Lockridge Grindal Nauen PLLP, Minneapolis, MN; and David Frederick Hine (*pro hac vice*), Emily St. Cyr (*pro hac vice*), Petra Bergman (*pro hac vice*), Michael Soder (*pro hac vice*), Alexander X. Shadley (*pro hac vice*), and Wesley Reese Abrams (*pro hac vice*), Vorys, Sater, Seymour & Pease LLP, Cincinnati, OH, for Plaintiffs.

Todd Noteboom, William Thomson, Andrew Leiendecker, and Zach Wright, Stinson LLP, Minneapolis, MN; Lorie Skjerven Gildea, Michael T. Vangel, and Laura Rose Hammargren, Greenberg Traurig PA, Minneapolis, MN; Jeremy Root (*pro hac vice*), Stinson LLP, Jefferson City, MO; Courtney Harrison (*pro hac vice*), Stinson LLP, Kansas City, MO; Christopher Dodrill (*pro hac vice*), Greenberg Traurig PA, Dallas, TX; and Robert J. Herrington (*pro hac vice*), Greenberg Traurig, PA, Los Angeles, CA, for Defendants.

File No. 22-CV-02173 (JMB/JFD)

ORDER

This matter is before the Court on Plaintiffs Lisa Rouse's, Juston Rouse's, Jenna Drouin's, Nicholas Drouin's, Kendra Graybeal's, Nichole Edwards's, Lucas Edwards's, Robert Calamita's, Gina Calamita's, Nicole Robb's, Dave Robb's, Clay Whitenack's, Andrea Lea Hill Whitenack's, Brian Andree's, Alexandra Andree's, Kyle Witzcak's, Brittany Witzcak's, May Jane Gougar's, Chris Lorbecki's, and Kristina De Broux's (together, Plaintiffs) Unopposed Motion for Preliminary Approval of Class Action Settlement Agreement and Conditional Approval of Proposed Subclass. (Doc. No. 643.) Having reviewed the proposed Settlement Agreement (Settlement), and based upon the papers and all prior proceedings, the Court has determined that, with the exception of the proposed length of the claims period as noted below, the proposed Settlement satisfies the criteria for preliminary approval, that the proposed Settlement Class should be preliminarily certified for purposes of settlement, that Class Counsel should be appointed, and that Class Representatives should be appointed.

Accordingly, on the foregoing, and on all of the files, records, and proceedings herein, the motion is GRANTED, and IT IS HEREBY ORDERED THAT:

1. The terms and phrases in this Order shall have the same meaning as ascribed to them in the Settlement Agreement. (*See* Doc. No. 646-1.)
2. The Court conditionally certifies the following two Settlement Subclasses (with individuals excluded as set forth in the Settlement) for the purposes of settlement only:
 - a. **Subclass One:** All homeowners in the United States who had TEC Power Grout manufactured on or before December 2, 2024, 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 allegedly caused by such Power Grout, and who are seeking recovery of these repair costs.

- b. **Subclass Two:** All homeowners in the United States who own a home in which Power Grout manufactured on or before December 2, 2024 was installed between December 1, 2016 and the date of preliminary approval of the settlement, or who purchased Power Grout manufactured on or before December 2, 2024 during that period.

3. The Court conditionally determines that, for settlement purposes, the proposed Settlement Subclasses meet all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3), namely that the class is so numerous that joinder of all members is practicable; that there are questions of law and fact that are common to the class; that the claims and defenses of the representative parties are typical of the claims or defenses of the class; that the representative parties will fairly and adequately protect the interests of the class; and that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

4. The Plaintiffs are hereby appointed as the Settlement Class Representatives, specifically:

Lisa Rouse	Dave Robb
Juston Rouse	Clay Whitenack
Jenna Drouin	Andrea Lea Hill Whitenack
Nicholas Drouin	Brian Andree
Kendra Graybeal	Alexandra Andree
Nichole Edwards	Kyle Witzcak
Lucas Edwards	Brittany Witzcak
Robert Calamita	May Jane Gougar
Gina Calamita	Chris Lorbecki
Nicole Robb	Kristina De Broux

5. The following lawyers, who the Court has determined are competent and capable of exercising the responsibilities of Class Counsel and will adequately protect the interests of the Settlement Subclasses, are hereby appointed as Settlement Class Counsel pursuant to Federal Rule of Civil Procedure 23(g):

**VORYS, SATER, SEYMOUR
& PEASE LLP**

David Frederick Hine
Emily St. Cyr
Petra Bergman
Eric W. Richardson
Michael Soder
Alexander X. Shadley
Wesley Reese Abrams
301 E. Fourth St.
Suite 3500
Cincinnati, OH 45202

**LOCKRIDGE GRINDAL
NAUEN PLLP**

David W. Asp
Robert David Hahn
100 Washington Ave. S.
Suite 2200
Minneapolis, MN 55401

6. Upon preliminary review, and except as noted in Paragraph 7 *infra*, and subject to the Final Approval Hearing (which will be scheduled as set forth in the Settlement), the Court finds that the Settlement is fair, reasonable, and adequate; that it meets the criteria for preliminary approval; in the best interests of the Settlement Classes; is the result of arm's-length negotiations between experienced class-action attorneys; and warrants issuance of notice to the Settlement Subclasses.

7. Given the documentary and other requirements required to perfect a claim under Section 6 of the Settlement, the Court cannot conclude that the length of the six-month claims period set forth in Section 5.4 of the Settlement is fair or reasonable to Class Members who may wish to perfect a claim and not release any claim against Defendants. The Court determines that a **nine-month** claims period is fair and reasonable.

8. The Court preliminarily approves the Settlement so long as the Claims Period in Section 5.4 of the Settlement is nine months long.

9. As set forth in the Settlement Agreement, this matter is stayed, except as necessary to effect this Order, pending the Final Approval Hearing and the issuance of the Final Approval Order and Judgment, or until further order of the Court.

10. As set forth in Paragraph 7 of the Settlement, the parties shall work together on the selection of a mutually agreeable Class Administrator.

11. As set forth in Paragraph 8.2 of the Settlement, the parties shall submit a motion for approval of Class Notice Plan within ten days of this Order.

12. As set forth in Paragraph 8.4 of the Settlement, the parties shall contact the Court and request a Final Fairness Hearing after the Notice Plan has been effected.

Dated: June 10, 2026

/s/ Jeffrey M. Bryan
Judge Jeffrey M. Bryan
United States District Court