

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE FOUNDATION BUILDING  
MATERIALS, INC. STOCKHOLDER  
LITIGATION

C.A. No. 2022-0466-BWD

**NOTICE OF PENDENCY AND  
PROPOSED SETTLEMENT OF CLASS ACTION**

**TO: ALL RECORD AND BENEFICIAL HOLDERS OF FOUNDATION BUILDING MATERIALS, INC. (“FBM” OR THE “COMPANY”) COMMON STOCK WHO OWNED SUCH STOCK (OR ANY INTEREST THEREIN) AT ANY TIME DURING THE TIME PERIOD FROM NOVEMBER 15, 2020 TO AND INCLUDING JANUARY 29, 2021.**

**PLEASE READ ALL OF THIS NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THE ACTION (AS DEFINED HEREIN). IF THE COURT (AS DEFINED HEREIN) APPROVES THE PROPOSED SETTLEMENT DESCRIBED BELOW, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT, OR PURSUING THE RELEASED PLAINTIFF’S CLAIMS AGAINST THE RELEASED DEFENDANT PERSONS.**

**IF YOU HELD FBM COMMON STOCK FOR THE BENEFIT OF OTHERS, READ THE SECTION BELOW ENTITLED “INSTRUCTIONS TO BROKERS AND OTHERS WHO HELD FOR THE BENEFIT OF OTHERS.”**

**I. PURPOSE OF NOTICE**

The purpose of this Notice of Pendency and Proposed Settlement of Class Action (this “Notice”) is to inform you of the proposed settlement (the “Settlement”) of the above-captioned lawsuit (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”).<sup>1</sup>

Pursuant to the Settlement, Plaintiff Firefighters’ Pension System of the City of Kansas City, Missouri Trust (“Plaintiff”), individually and on behalf of the Settlement Class, and Defendants Foundation Building Materials Inc. (“FBM” or the “Company”), Ruben D. Mendoza (“Mendoza”), Matthew J. Espe (“Espe”), Fareed A. Khan (“Khan”), James F. Underhill (“Underhill”), Chris Meyer (“Meyer”), Rafael A. Colorado (“Colorado”), Chad R. Lewis (“Lewis”), Chase Hagin (“Hagin”), Maureen Harrell (“Harrell”), Evercore Group L.L.C. (“Evercore”), RBC Capital Markets, LLC (“RBC”), ASP Flag Intermediate Holdings, Inc. (“ASP Flag”), LSF9 Cypress Parent 2 LLC (“Cypress”), and Lone Star Fund IX (U.S.), L.P. (“Fund IX”) (collectively, the “Defendants” and together with Plaintiff, the “Parties” and each a “Party”), have applied pursuant to Court of Chancery Rule 23(f) for an order approving the proposed global settlement of the Action, in accordance with the terms and conditions of the Stipulation.

The Action arises out of the Merger of FBM and a subsidiary of American Securities LLC (“American Securities”), which was agreed upon on November 14, 2021. Plaintiff asserted claims on behalf of itself and a class of former FBM stockholders in a complaint that alleged: (i) that FBM, the Lone Star Defendants,<sup>2</sup> Mendoza, the Special Committee Defendants,<sup>3</sup> American Securities, and ASP Flag violated FBM stockholders’ appraisal rights under 8 *Del. C.* § 262; (ii) that the Lone Star Defendants and Mendoza breached their fiduciary duties to FBM’s stockholders in connection with the Merger; (iii) that the Special Committee Defendants breached their fiduciary duties to FBM’s stockholders in connection with the Merger; (iv) that Evercore aided and abetted the Special

<sup>1</sup> The complete terms of the Settlement are set forth in the Stipulation and Agreement of Settlement, Compromise, and Release (the “Stipulation”), which can be viewed and/or downloaded at [www.fbmstockholderlitigation.com](http://www.fbmstockholderlitigation.com). All capitalized terms not defined herein shall have the meanings ascribed in the Stipulation.

<sup>2</sup> Cypress and Fund IX, together with Meyer, Colorado, Lewis, Hagin, and Harrell, constitute the “Lone Star Defendants.”

<sup>3</sup> Espe, Khan, and Underhill are collectively referred to herein as the “Special Committee Defendants.”

Committee Defendants' breaches of their fiduciary duties; (v) that RBC aided and abetted the Lone Star Defendants' and Mendoza's breaches of their fiduciary duties; and (vi) that American Securities and ASP Flag aided and abetted the Lone Star Defendants', Mendoza's, and the Special Committee Defendants' breaches of their fiduciary duties. The claims for violating FBM stockholders' appraisal rights were subsequently dismissed as to all Defendants except FBM and ASP Flag, and the claims for aiding and abetting against American Securities and ASP Flag were subsequently dismissed.

The Settlement resolves the remaining actual and potential claims against all Defendants. In consideration of the Settlement, a total of \$26 million in cash will be deposited into the Account (defined below) which will be distributed to the Settlement Payment Recipients (defined below) directly, according to the Plan of Allocation (defined below). The reasons for the Settlement are set forth in Section VIII below.

This Notice also informs you of your right to participate in a hearing before the Court pursuant to Court of Chancery Rule 23 to be held on July 29, 2026, in the Court of Chancery of the State of Delaware, 34 The Circle, Georgetown, Delaware 19947 (the "Settlement Hearing") to consider, among other things: (i) whether to finally certify the Settlement Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) whether the proposed Settlement should be approved as fair, reasonable, and in the best interests of the Settlement Class; (iii) whether the Releases provided under the Stipulation should be granted; (iv) whether the Judgment approving the Settlement should be entered; (v) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vi) whether and in what amount any Fee and Expense Award should be paid to Plaintiff's Counsel out of the Settlement Fund; (vii) any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's application for a Fee and Expense Award; and (viii) any other matters that may properly be brought before the Court in connection with the Settlement.

This Notice describes the rights you may have under the Settlement and what steps you may, but are not required to, take in relation to the Settlement.

If the Court approves the Settlement, Plaintiff and Defendants will ask the Court at the Settlement Hearing to enter a Judgment dismissing the Action with prejudice as to Defendants.

If you are a member of the Settlement Class, you will be bound by any judgment entered in the Action respecting the Settlement. You may not opt out of the Settlement Class.

## **II. BACKGROUND OF THE ACTION**

**THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING RECITATION AND, THUS, IT SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.**

On November 14, 2020, the board of directors (the "Board") of FBM, a Delaware corporation, approved and entered into the merger (the "Merger") and related agreements (the "Merger Agreement"), pursuant to which FBM agreed to be acquired by ASP Flag, a subsidiary of American Securities, for \$19.25 per share in cash (the "Merger Consideration"). Following the November 14, 2020 Board meeting, Cypress provided written consent, granting stockholder approval of the Merger.

On November 15, 2020, FBM announced that it had entered into the Merger Agreement.

On December 4, 2020, FBM filed its Definitive Information Statement on Schedule 14C (the "Information Statement") with the United States Securities and Exchange Commission.

On December 22, 2020, Plaintiff sent a letter to FBM demanding inspection of FBM's books and records under 8 *Del. C.* § 220 ("Section 220").

On January 1, 2021, Plaintiff filed a lawsuit in the Court, captioned *Firefighters' Pension System of the City of Kansas City, Missouri Trust v. Foundation Building Materials, Inc.*, C.A. 2021-0001-JTL (Del. Ch.) (the "220 Action"), seeking to compel inspection of FBM's books and records.

On January 29, 2021, the Merger closed.

Following discussions between Plaintiff's Counsel and FBM's then-counsel, Gibson, Dunn & Crutcher LLP ("Gibson Dunn"), FBM produced books and records for Plaintiff's inspection. On June 7, 2022, the parties to the 220 Action stipulated to the dismissal of the 220 Action, which the Court granted on June 8, 2022.

On May 27, 2022, Plaintiff filed its Verified Stockholder Class Action Complaint against Defendants. Defendants moved to dismiss the complaint, and Plaintiff filed its Amended Verified Stockholder Class Action Complaint (the "Complaint") on November 2, 2022. The Complaint alleged: (i) in Count I that FBM, the Lone Star Defendants, Mendoza, the Special Committee Defendants, American Securities, and ASP Flag violated FBM stockholders' appraisal rights under 8 *Del. C.* § 262; (ii) in Count II that the Lone Star Defendants and Mendoza breached their fiduciary duties to FBM's stockholders in connection with the Merger; (iii) in Count III that the Special Committee Defendants breached their fiduciary duties to FBM's stockholders in connection with the Merger; (iv) in Count IV that Evercore aided and abetted the Special Committee Defendants' breaches of their fiduciary duties; (v) in Count V that RBC aided and abetted the Lone Star Defendants' and Mendoza's breaches of their fiduciary duties; and (vi) in Count VI that American Securities and ASP Flag aided and abetted the Lone Star Defendants', Mendoza's, and the Special Committee Defendants' breaches of their fiduciary duties.

On November 18, 2022, Defendants filed motions to dismiss Plaintiff's Complaint. Briefing on Defendants' motions to dismiss was completed on May 12, 2023.

On December 19, 2023, the Court held a hearing on Defendants' motions to dismiss.

On May 31, 2024, the Court issued a memorandum opinion granting in-part and denying in-part the motions to dismiss.

On July 15, 2024, Defendants filed Answers to the Complaint.

Plaintiff and Defendants thereafter engaged in discovery, including by preparing, serving, and responding to requests for production of documents and interrogatories, serving subpoenas on third parties, negotiating privilege and production disputes, briefing and arguing a motion to compel against the Special Committee Defendants, taking and defending depositions, and engaging in various written and oral communications concerning the scope of discovery. As of the date of the Stipulation, Plaintiff has obtained and reviewed approximately 214,000 documents (approximately 1,280,000 pages) from Defendants and non-parties, including American Securities, Apollo Global Management, Inc., Beacon Roofing Supply, Inc., Clayton, Dubilier & Rice, LLC, Gibson Dunn, Goldman Sachs & Co. LLC, Hudson Advisors L.P., One Rock Capital Partners, LLC, and Richards, Layton & Finger, P.A. Plaintiff also produced documents and responded to interrogatories from Defendants.

Between August 20, 2025 and September 18, 2025, Plaintiff took five depositions of Defendants and their representatives.

On September 5, 2025, Plaintiff and Defendants engaged in mediation before David M. Murphy of Phillips ADR ("Mr. Murphy") following the exchange of mediation statements. The full-day mediation did not result in a settlement, but certain of the parties continued settlement discussions through Mr. Murphy over the next month as the Action progressed. On October 6, 2025, Plaintiff and Defendants other than the Lone Star Entity Defendants accepted a mediator's proposal to settle Plaintiff's claims against all Parties except for the Lone Star Entity Defendants for a payment of \$17.8 million. On February 4, 2026, Plaintiff and the Lone Star Entity Defendants accepted a mediator's proposal to settle Plaintiff's claims against the Lone Star Entity Defendants for a payment of \$8.2 million.

The Stipulation is intended to fully, finally, and forever release, relinquish, settle, and discharge the Released Plaintiff's Claims against the Released Defendant Persons and the Released Defendants' Claims against the Released Plaintiff Persons with prejudice. The reasons for the Settlement are set forth in Section VIII below.

Questions? Call 1-877-719-8311 or visit [www.fbmstockholderlitigation.com](http://www.fbmstockholderlitigation.com).

### III. DEFINITIONS:

In addition to the terms defined elsewhere in this Notice, the following capitalized terms, used in this Notice, shall have the meanings specified below:

(a) “Account” means the account that is maintained by the Escrow Agent and into which the Settlement Amount shall be deposited. The funds deposited into the Account shall be invested in instruments backed by the full faith and credit of the United States Government or an agency thereof, or in money funds holding only instruments backed by the full faith and credit of the United States Government and the proceeds of these instruments shall be reinvested at their then-current market rates.

(b) “Administrative Costs” means all costs, fees, and expenses incurred by the Administrator and/or Plaintiff’s Counsel in providing notice of the Settlement to the Settlement Class, locating Settlement Class Members, administering the Settlement, distributing the Settlement Fund, paying escrow taxes, fees and costs, if any, and otherwise administering and carrying out the terms of the Settlement. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Notice, reimbursements to nominee owners for forwarding the notice to their Eligible Beneficial Owners, the administrative expenses incurred and fees charged by the Administrator in connection with providing Notice and administering the Settlement, and the fees, if any, of the Escrow Agent.

(c) “Administrator” means A.B. Data Ltd.

(d) “Closing” means the consummation of the Merger on January 29, 2021 pursuant to the Merger Agreement.

(e) “DTC Participants” means the participants of the Depository Trust Company (“DTC”) for whom Cede & Co., Inc. (“Cede”) as nominee for DTC, was the holder of record of FBM common stock at the time such shares were converted into the right to receive the Merger Consideration pursuant to the terms of the Merger Agreement in connection with the Closing.

(f) “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 37 of the Stipulation have been met and have occurred or have been waived in writing.

(g) “Eligible Beneficial Owner” means the ultimate beneficial owner of any shares of FBM common stock held of record by Cede at the time such shares were converted into the right to receive the Merger Consideration pursuant to the Merger Agreement in connection with the Closing, provided that no Excluded Person may be an Eligible Beneficial Owner.

(h) “Eligible Record Holder” means the record holder of any shares of FBM common stock, other than Cede, at the time such shares were converted into the right to receive the Merger Consideration pursuant to the Merger Agreement in connection with the Closing, provided that no Excluded Person may be an Eligible Record Owner.

(i) “Escrow Agent” means Huntington Bank.

(j) “Excluded Persons” means (i) Defendants, (ii) members of the Immediate Family of any individual Defendant, (iii) any trust that any Defendant or member of the Immediate Family of any individual Defendant is the beneficiary of, (iv) any entity in which any Defendant or member of the Immediate Family of any individual Defendant, has a controlling interest, and (v) the heirs, successors, or assigns of any such excluded persons and entities.

(k) “Fee and Expense Award” means an award to Plaintiff’s Counsel of fees and expenses to be paid from the Settlement Fund, approved by the Court, and in full satisfaction of all claims for attorneys’ fees and any other expenses or costs that have been, could be, or could have been asserted by Plaintiff’s Counsel or any other counsel, or any Settlement Class Member in connection with the Released Plaintiff’s Claims and the Settlement. Plaintiff may petition the Court for an incentive award (the “Incentive Award”) to be paid solely from any Fee and Expense Award.

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(l) “Final,” when referring to any judgment or order entered by the Court, means the later of (i) entry of the judgment or order and the expiration of any time for appeal, reconsideration, reargument, rehearing, or other review of the judgment or order, or (ii) if any appeal or application for reconsideration, reargument, or rehearing is filed and not dismissed or withdrawn, issuance of a decision upholding the judgment or order in all material respects, which is no longer subject to appeal, reconsideration, reargument, or rehearing, and the expiration of all times for the filing of any petition for reconsideration, reargument, rehearing, appeal, or review of the judgment or order; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of the Fee and Expense Award, or to the allocation or distribution of the Net Settlement Fund (including the Plan of Allocation), shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit, or otherwise affect the Judgment, or prevent, limit, delay, or hinder entry of the Judgment.

(m) “Immediate Family” means an individual’s spouse, parents, siblings, or children, and includes step and adoptive relationships. As used in this Paragraph, “spouse” shall mean a husband, wife, or partner in a state-recognized domestic relationship or civil union.

(n) “Initial Settlement Amount” means the sum of one million four hundred and sixty thousand dollars and zero cents United States dollars (\$1,460,000.00).

(o) “Insurance Carriers” means each and every insurance company underwriting any general partner liability, private fund management liability, D&O liability, or similar management or fiduciary liability insurance policies issued to, or for the benefit of, FBM, the Lone Star Entity Defendants, or Hudson Advisors L.P., for any policy period pursuant to which coverage may be available with respect to the claims asserted in this Action.

(p) “Judgment” means the Order and Final Judgment to be entered in the Action, in all material respects in the form attached as Exhibit C to the Stipulation.

(q) “Lone Star Entity Defendants” means LSF9 Cypress Parent 2 LLC and Lone Star Fund IX (U.S.), L.P. and, any of their parents, subsidiaries, predecessors, successors, or assigns, and any of the foregoing’s current or former (i) limited partners, general partners, stockholders and (ii) officers, directors, executives, employees, principals, members and managers as well as their administrators, heirs, executors, trustees, trusts, estates, or legal representatives.

(r) “Net Settlement Fund” means the Settlement Fund as defined herein less (i) any Fee and Expense Award, and interest thereon, including any Incentive Award to Plaintiff to be deducted solely from any award of attorneys’ fees and expenses to Plaintiff’s Counsel; (ii) Administrative Costs; (iii) Taxes and Tax Expenses; and (iv) other Court-approved deductions.

(s) “Person” means a natural person, individual, corporation, limited liability corporation, professional corporation, limited liability partnership, 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.

(t) “Plan of Allocation” means the manner in which the Net Settlement Fund will be distributed, as set forth in Section III of the Stipulation and this Notice or as otherwise approved by the Court.

(u) “Plaintiff’s Counsel” means the law firms of Kessler, Topaz, Meltzer & Check, LLP and Prickett, Jones & Elliott, P.A.

(v) “Releases” means the releases set forth in Paragraphs 3-4 of the Stipulation.

(w) “Released Claims” means the Released Plaintiff’s Claims and the Released Defendants’ Claims, collectively or individually.

(x) “Released Defendants’ Claims” means, as against the Released Plaintiff Persons, any and all claims, complaints, liabilities, causes of action, or sanctions, including Unknown Claims, that have been or could have been asserted by Defendants in the Action or the 220 Action, or in any court, tribunal, forum, or proceeding, which arise

out of or relate in any way to the institution, prosecution, settlement, or dismissal of the Action or the 220 Action; provided, however, that the Released Defendants' Claims shall not include (i) any claims to enforce the Stipulation or (ii) any claims to enforce the Judgment or any other Final order or judgment entered by the Court.

(y) "Released Defendant Persons" means Defendants, as well as any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, committees, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, Immediate Family members, beneficiaries, estates, administrators, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, insurers, and reinsurers, and any entity under their control.

(z) "Released Plaintiff's Claims" means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, local, statutory, regulatory, foreign, or other law or rule, whether based in contract, tort, statute, law, equity, or otherwise (including, but not limited to, federal and state securities laws), that Plaintiff or any other Settlement Class Member, individually, on behalf of the Settlement Class, or on behalf of the Company (i) alleged, asserted, set forth, or claimed in the Action or the 220 Action, or (ii) could have alleged, asserted, set forth, or claimed in the Action or the 220 Action or in any other action, suit, or proceeding of any kind or nature whatsoever, whether in court, before a tribunal, or otherwise that (a) in full or in part, concern, relate to, arise out of, or are in any way connected to the claims, allegations, transactions, facts, subjects, topics, issues, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act alleged, set forth, referred to, or involved in the Action or the 220 Action, or (b) arise out of, are based upon, relate to, or concern the rights of, duties owed to, and/or ownership of FBM common stock during the Settlement Class Period, including, but not limited to, any claims related to (1) the Merger, (2) the Merger Agreement, (3) the Information Statement, or (4) any other disclosures relating to or concerning the Merger or the Company; provided, however, that the Released Plaintiff's Claims shall not include any claim to enforce the Stipulation or Judgment as to Defendants.

(aa) "Released Plaintiff Persons" means Plaintiff, all other Settlement Class Members, Plaintiff's Counsel, as well as any and all of their respective current and former directors, officers, employees, attorneys, advisors, consultants, accountants, and beneficiaries and any of their estates, administrators, predecessors, predecessors-in-interest, successors, successors-in-interest, or assigns, insurers, and reinsurers, and any entity under their control.

(bb) "Remaining Settlement Amount" means the sum of twenty-four million five hundred and forty thousand dollars and zero cents United States Dollars (\$24,540,000.00).

(cc) "Scheduling Order" means the scheduling order to be entered pursuant to Court of Chancery Rule 23, substantially in the form attached to the Stipulation as Exhibit A.

(dd) "Settlement Amount" means the sum of twenty-six million dollars and zero cents United States Dollars (\$26,000,000.00).

(ee) "Settlement Class" means a non-opt-out class for settlement purposes only and pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), consisting of all record and beneficial holders of FBM common stock who purchased, acquired, or held such securities at any time during the Settlement Class Period, but excluding the Excluded Persons.

(ff) "Settlement Class Member" means a member of the Settlement Class.

(gg) "Settlement Class Period" means November 15, 2020, the date of the announcement of the Merger, through and including January 29, 2021, the date of the Closing.

(hh) "Settlement Fund" means the Settlement Amount plus any and all interest earned thereon.

(ii) “Settlement Payment Recipients” means all Eligible Record Holders and all Eligible Beneficial Holders.

(jj) “Taxes” means all federal, state, and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund.

(kk) “Tax Expenses” means the expenses and costs incurred in connection with the calculation and payment of Taxes or the preparation of tax returns and related documents, including expenses of tax attorneys and/or accountants and mailing and distribution costs relating to filing (or failing to file) the returns described in Section III of the Stipulation.

(ll) “Unknown Claims” means (i) any Released Plaintiff’s Claims that Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Persons, and (ii) any Released Defendants’ Claims that any Defendant does not know or suspect to exist in his or its favor at the time of the release of Released Plaintiff Persons, including, in both (i) and (ii), without limitation, those which, if known, might have affected the decision to enter into the Settlement or to object or not to object to the Settlement. With respect to the Released Claims, the Parties stipulate and agree that, upon the occurrence of the Effective Date, the Parties shall expressly, and by operation of the Judgment, each Class Member shall be deemed to have, and shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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.

The Parties acknowledge, and all Settlement Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Parties and the Settlement Class Members (by operation of law), to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different evidence or facts. The Parties acknowledge, and the Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definitions of “Released Plaintiff’s Claims” and “Released Defendants’ Claims” was separately bargained for and was a material element of the Settlement and was relied upon by each and all of the Parties in entering into the Stipulation.

#### **IV. THE SETTLEMENT CONSIDERATION**

In consideration for the full and final release, settlement, and discharge of the Released Plaintiff’s Claims, Defendants will pay or cause insurers to pay \$26,000,000.00 in cash (the “Settlement Consideration”) into the Account to be distributed to all Settlement Class Members entitled to receive a portion of the Settlement Fund, pursuant to the Plan of Allocation.

#### **V. DISTRIBUTION OF THE SETTLEMENT FUND TO SETTLEMENT PAYMENT RECIPIENTS**

Plaintiff’s Counsel will work with the Administrator to oversee the administration of the Settlement and distribution of the Settlement Fund, and to ensure that the Settlement Payment Recipients do not include Excluded Persons. The Settlement Fund will be used (i) to pay all Administrative Costs; (ii) to pay any Fee and Expense Award; (iii) to pay any Taxes and Tax Expenses; and (iv) following the payment of (i), (ii), and (iii), for subsequent disbursement of the Net Settlement Fund to the Settlement Payment Recipients as provided below.

Following the Effective Date, the Administrator shall distribute the Net Settlement Fund to the Settlement Payment Recipients on a per-share basis. **Please Note: Settlement Payment Recipients do not have to submit a claim form or take any other action in order to receive payment.**

Only the Settlement Payment Recipients will qualify to share in the distribution of the Settlement Fund to the Settlement Class after payment of Administrative Costs, any Fee and Expense Award, and Taxes and Tax Expenses.

**RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. ONLY ULTIMATE BENEFICIAL OWNERS OF FBM COMMON STOCK AT THE TIME SUCH SHARES WERE CONVERTED INTO THE RIGHT TO RECEIVE THE MERGER CONSIDERATION IN CONNECTION WITH THE CLOSING OF THE MERGER, OTHER THAN THE EXCLUDED PERSONS, ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.**

Payment pursuant to the Plan of Allocation shall be final and conclusive against all Settlement Class Members. The Parties shall have no liability whatsoever for the determination, administration, or investment of the Settlement Fund or the Net Settlement Fund; the calculation or distribution of any payment from the Settlement Fund or Net Settlement Fund; the performance or nonperformance of the Administrator, any DTC Participants, or any nominee holding shares on behalf of a Settlement Class Member; the determination, administration, payment, or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection with any of the foregoing.

The Settlement Fund will not be distributed to the Settlement Payment Recipients until the Court has approved the Settlement and the proposed Plan of Allocation; the time periods for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, of the Judgment approving the Settlement and the Plan of Allocation have expired; and the Judgment becomes Final.

As soon as practicable after the Effective Date, the Net Settlement Fund shall be distributed to the Settlement Payment Recipients as set forth below or as otherwise approved by the Court:

(a) The Net Settlement Fund will be allocated and distributed by the Administrator on a per-share basis among the Settlement Payment Recipients. Each Settlement Payment Recipient will receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of "Eligible Shares" held by the Settlement Payment Recipient, where Eligible Shares are shares held by the Settlement Payment Recipient at Closing and for which the Settlement Payment Recipient received or was entitled to receive the Merger Consideration, and (ii) the "Per-Share Recovery" for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares. For the avoidance of doubt, the Net Settlement Fund will be paid to the holders of FBM common stock whose shares were converted into the right to receive Merger Consideration in connection with the Closing, other than Excluded Persons.

(b) With respect to FBM common stock held of record at Closing by DTC through its nominee Cede, provided that the Administrator first receives the necessary DTC Information, the Administrator will cause the relevant portion of the Net Settlement Fund to be allocated to Eligible Beneficial Owners who held their shares through DTC Participants to be paid directly to the DTC Participants. The Net Settlement Fund will be allocated and distributed to the DTC Participants by paying each the Per-Share Recovery multiplied by its respective Closing Security Position (defined herein). For each DTC Participant, the "Closing Security Position" means the number of shares of FBM common stock reflected on the DTC allocation report used by DTC to pay the Merger Consideration, less any shares that were held by an Excluded Person at the time of the Merger. The DTC Participants and their respective customers, including any intermediaries, will then ensure *pro rata* payment to each Eligible Beneficial Owner in accordance with each Eligible Beneficial Owner's "Closing Beneficial Ownership Position," which means, for each Eligible Beneficial Owner, the number of shares of FBM common stock beneficially owned by such Eligible Beneficial Owner as of Closing, for which the Eligible Beneficial Owner received payment of the Merger Consideration, in a similar manner to that in which the DTC Participants paid the Merger Consideration in connection with the Merger.

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(c) With respect to FBM common stock held of record at Closing other than by Cede, as nominee for DTC (a "Closing Non-Cede Record Position"), the payment with respect to each Closing Non-Cede Record Position will be made by the Administrator from the Net Settlement Fund directly to the record owner of each Closing Non-Cede Record Position in an amount equal to the Per-Share Recovery times the number of shares of FBM common stock comprising such Closing Non-Cede Record Position.

(d) The Net Settlement Fund shall be distributed to the Settlement Payment Recipients only after the Effective Date of the Settlement and after all Administrative Costs, all Taxes and Tax Expenses, and any Fee and Expense Award have been paid from the Settlement Fund or reserved.

(e) If there is any balance remaining in the Net Settlement Fund six (6) months after distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, amounts returned by Excluded Persons who erroneously receive settlement payments, or otherwise), the Administrator shall, if feasible, distribute such balance among the Settlement Payment Recipients who received and deposited the initial distribution, in the same manner as the initial distribution. If the cost of making such a further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, Plaintiff's Counsel may file a motion for an administrative order instructing the Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated expenses, to the Delaware Combined Campaign for Justice. Neither the Released Defendant Parties nor their indemnitors or insurers shall have any reversionary interest in the Net Settlement Fund once the Settlement is approved and Final.

## **VI. THE RELEASES**

Subject to Court approval, as of the Effective Date, Plaintiff, all other Settlement Class Members, Plaintiff's Counsel, as well as any and all of their respective current and former directors, officers, employees, attorneys, advisors, consultants, accountants, and beneficiaries and any of their estates, administrators, predecessors, predecessors-in-interest, successors, successors-in-interest, or assigns, insurers, and reinsurers, and any entity under their control shall have fully, finally, and forever released, settled, and discharged the Released Defendant Persons from and with respect to every one of the Released Plaintiff's Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Plaintiff's Claims against any of the Released Defendant Persons.

Subject to Court approval, as of the Effective Date, the Released Defendant Persons shall have fully, finally, and forever released, settled, and discharged the Released Plaintiff Persons from and with respect to every one of Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Defendants' Claims against any of the Released Plaintiff Persons.

**THE SETTLEMENT OF THE ACTION, IF APPROVED BY THE COURT, ON THE TERMS AND CONDITIONS SET FORTH IN THE STIPULATION WILL INCLUDE, BUT NOT BE LIMITED TO, A RELEASE OF ALL CLAIMS WHICH WERE OR COULD HAVE BEEN ASSERTED IN THIS ACTION AGAINST THE RELEASED DEFENDANT PERSONS.**

**THE COURT HAS NOT FINALLY DETERMINED THE MERITS OF PLAINTIFF'S CLAIMS OR DEFENDANTS' DEFENSES. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF VIOLATION OF THE LAW OR THAT RELIEF IN ANY FORM OR RECOVERY IN ANY AMOUNT COULD BE HAD IF THE ACTION WAS NOT SETTLED.**

## **VII. CLASS CERTIFICATION DETERMINATION**

On May 7, 2026, in accordance with the proposed class definition in the Stipulation, the Court entered the Scheduling Order preliminarily certifying, for settlement purposes only, a non-opt-out class, pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), consisting of the Settlement Class Members.

At the Settlement Hearing, the Court will determine if (a) the Settlement Class Members are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the

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Settlement Class; (c) Plaintiff's claims are typical of the claims of the other Settlement Class Members in that they all arise from the same allegedly wrongful course of conduct and are based on the same legal theories; (d) in connection with the prosecution of the Action and the Settlement, Plaintiff and Plaintiff's Counsel have and will fairly and adequately represent and protect the interests of the Settlement Class; (e) the prosecution of separate actions by individual Settlement Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendants, and, as a practical matter, the disposition of the Action would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Settlement Class Members; and (f) Defendants are alleged to have acted or refused to act on grounds generally applicable to the Settlement Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Settlement Class as a whole.

## VIII. REASONS FOR THE SETTLEMENT

On May 27, 2022, Plaintiff filed its Complaint alleging: (i) in Count I that FBM, the Lone Star Defendants, Mendoza, the Special Committee Defendants, American Securities, and ASP Flag violated FBM stockholders' appraisal rights under 8 *Del. C.* § 262; (ii) in Count II that the Lone Star Defendants and Mendoza breached their fiduciary duties to FBM's stockholders in connection with the Merger; (iii) in Count III that the Special Committee Defendants breached their fiduciary duties to FBM's stockholders in connection with the Merger; (iv) in Count IV that Evercore aided and abetted the Special Committee Defendants' breaches of their fiduciary duties; (v) in Count V that RBC aided and abetted the Lone Star Defendants' and Mendoza's breaches of their fiduciary duties; and (vi) in Count VI that American Securities and ASP Flag aided and abetted the Lone Star Defendants', Mendoza's, and the Special Committee Defendants' breaches of their fiduciary duties.

On May 31, 2024, the Court denied in part and granted in part Defendants' Motions to Dismiss (the "Motion to Dismiss Ruling"). The Court held that the Complaint stated a claim against: (i) the Lone Star Defendants, Mendoza, and the Special Committee Defendants for breaches of their fiduciary duties; (ii) all of the director defendants for breaches of their duties of disclosure; (iii) RBC and Evercore for aiding and abetting breaches of fiduciary duties; and (iv) FBM and ASP Flag for violating FBM stockholders' appraisal rights under 8 *Del. C.* § 262.

Following the Court's Motion to Dismiss ruling, Defendants continued to deny liability for Plaintiff's remaining claims, asserting that: (i) the Merger was the product of a fair process overseen by a fully empowered, independent special committee of FBM's Board; (ii) ASP Flag acted within its rights as a third-party purchaser of FBM; (iii) that all material facts relating to the Merger were disclosed to FBM's stockholders; (iv) RBC and Evercore did not aid or abet any purported breach of fiduciary duty, including because there was no underlying breach of fiduciary duty by FBM's directors and officers or the Lone Star Defendants; and (v) there was no violation of FBM stockholders' appraisal rights in connection with the Merger.

Plaintiff continues to believe that its claims have legal merit, but also believes that the substantial and immediate benefits for the Settlement Class from the Settlement are a reasonable and fair compromise of those claims. Plaintiff and Plaintiff's Counsel have reviewed and analyzed the facts and circumstances relating to the claims asserted in the Action. This included consideration of the strength of the claims that remained after Defendants' motions to dismiss were decided. Plaintiff and Plaintiff's Counsel evaluated the extensive documentary record they obtained from Defendants and other nonparties and considered how these documents fit within Plaintiff's claims and theories for liability and the legal support for those arguments. They also considered arguments Defendants would likely advance at trial based on those documents. Plaintiff and Plaintiff's Counsel consulted with a financial expert and developed potential damage theories for the remaining claims. Based on their thorough litigation efforts over the last five years, Plaintiff and Plaintiff's Counsel believe that they have sufficient information to evaluate the merits of the proposed Settlement.

In sum, Plaintiff and Plaintiff's Counsel considered: (i) the risks of continued litigation against Defendants and the uncertainty of the outcome of the Released Plaintiff's Claims; (ii) the probability of success on the merits of those claims, including problems of proof and possible defenses; (iii) the potential of prevailing on liability but still recovering no damages; and (iv) the expense, length, and continued risks of rejecting the mediator's recommendation and, instead, prosecuting the Released Plaintiff's Claims through trial and appeals. Ultimately, Plaintiff and

Plaintiff's Counsel concluded that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Settlement Class to settle the Released Plaintiff's Claims on the terms set forth in the Stipulation.

Defendants deny any and all allegations of wrongdoing, liability, breach of fiduciary duty, violations of law, or damages arising out of or related to any of the conduct, statements, acts, or omissions alleged in the Action, and maintain that the conduct of the Defendants was at all times proper, in compliance with applicable law, and in the best interests of FBM and its stockholders. Defendants assert that, at all relevant times, each of the Defendants acted in good faith, and in a manner reasonably believed to be in the best interests of FBM and all of its stockholders. Defendants entered into the Stipulation solely because they consider it desirable that the Released Plaintiff's Claims be settled and dismissed with prejudice to (i) eliminate the uncertainty, burden, inconvenience, distraction, and expense of further litigation; and (ii) finally and forever put to rest, resolve, and terminate the Released Plaintiff's Claims.

The entry by Plaintiff and Defendants into the Stipulation is not an admission as to the merit or lack of merit of any claims or defenses asserted in the Action. Each Party denies any and all allegations of wrongdoing, fault, liability, or damage in the Action. Neither the Stipulation, nor the fact or any terms of the Settlement, or any communications relating thereto, is evidence, or an admission, or concession by any Party or their counsel, any Settlement Class Member, or any of the Released Defendant Persons or Released Plaintiff Persons, of any fault, liability, or wrongdoing whatsoever, as to any facts or claims alleged or asserted in the Action, or any other actions or proceedings, or as to the validity or merit of any of the claims or defenses alleged or asserted in any such action or proceeding.

#### **IX. APPLICATION FOR ATTORNEYS' FEES, COSTS, AND EXPENSES**

Plaintiff's Counsel have not received any payment for their services in pursuing claims against Defendants on behalf of the Settlement Class, nor has Plaintiff's Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Plaintiff's Counsel will apply to the Court for reimbursement of litigation expenses from the Settlement Fund and an award of attorneys' fees from the remainder of the Settlement Fund after expenses are reimbursed in an amount not to exceed 25% of the Settlement Fund (the "Fee Application"). In connection with the Fee Application, Plaintiff may petition the Court for an Incentive Award not to exceed \$10,000 to be paid solely from any Fee and Expense Award to Plaintiff's Counsel. Any such Fee and Expense Award that is approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for the Fee and Expense Award.

#### **X. SETTLEMENT HEARING**

The Court has scheduled a Settlement Hearing pursuant to Court of Chancery Rule 23, which will be held on July 29, 2026, at 9:30 a.m. (the "Settlement Hearing Date"), at the Court of Chancery of the State of Delaware, 34 The Circle, Georgetown, Delaware 19947, to consider, among other things: (i) whether to finally certify the Settlement Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) whether the proposed Settlement should be approved as fair, reasonable, and in the best interests of the Settlement Class; (iii) whether the Releases provided under the Stipulation should be granted; (iv) whether the Judgment approving the Settlement should be entered; (v) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vi) whether and in what amount any Fee and Expense Award should be paid to Plaintiff's Counsel out of the Settlement Fund; (vii) any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's application for a Fee and Expense Award; and (viii) any other matters that may properly be brought before the Court in connection with the Settlement.

The Court may adjourn and reconvene the Settlement Hearing, or any adjournment thereof, including the hearing on the application for attorneys' fees, costs, and expenses, without further notice to Settlement Class Members other than oral announcement at the Settlement Hearing or any adjournment thereof or a notation on the docket in the Action, and retains jurisdiction over the Parties and all Settlement Class Members to consider all further applications arising out of or connected with the proposed Settlement. The Court may also approve the Settlement at or after the Settlement Hearing with such modification(s) to the Stipulation as may be consented to by

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the Parties without further notice to Settlement Class Members. Further, the Court may render its judgment and order the payment of a Fee and Expense Award at or after the Settlement Hearing, with such modifications as may be consented to by the Parties and without further notice of any kind.

#### **XI. RIGHT TO APPEAR AND OBJECT**

Plaintiff's opening brief in support of the proposed Settlement and Fee Application, including any supporting affidavits will be filed at least thirty (30) days prior to the Settlement Hearing.

Any Settlement Class Member who objects to the Settlement and/or the Judgment to be entered by the Court, and/or Plaintiff's Counsel's Fee Application, or otherwise wishes to be heard, may appear personally or by counsel at the Settlement Hearing and present any evidence or argument that may be proper and relevant; **provided, however**, that no member of the Settlement Class may be heard and no papers or briefs submitted by or on behalf of any members of the Settlement Class shall be received and considered, except by Order of the Court for good cause shown, unless, no later than ten (10) business days before the Settlement Hearing (i.e., by July 15, 2026), such person files with the Register in Chancery, the Court of Chancery of the State of Delaware, 34 The Circle, Georgetown, Delaware 19947, and serves upon the attorneys listed below: (a) a written and signed notice of intention to appear; (b) documentary evidence of membership in the Settlement Class; (c) a written and detailed statement of objections to any matter before the Court; and (d) the grounds therefor or the reasons for wanting to appear and be heard, as well as all documents or writings the Court shall be asked to consider. These writings must also be served by File & Serve*Xpress*, by hand, by first-class mail, or by express service upon the following attorneys such that they are received no later than ten (10) business days prior to the Settlement Hearing (i.e., by July 15, 2026), with copies also emailed to the following attorneys:

PRICKETT, JONES & ELLIOTT, P.A.

Samuel L. Closic  
Brianna V. Manobianco  
1310 N. King Street  
Wilmington, DE 19899  
slclosic@prickett.com  
bvmanobianco@prickett.com

*Attorneys for Plaintiff Firefighters' Pension System  
of the City of Kansas City, Missouri Trust*

RICHARDS, LAYTON & FINGER, P.A.

Matthew D. Perri  
Mari Boyle  
920 North King Street  
Wilmington, Delaware 19801  
perri@rlf.com  
boyle@rlf.com

*Attorneys for Defendants Matthew J. Espe, Fareed  
A. Kahn, and James F. Underhill*

PAUL, WEISS, RIFKIND,  
WHARTON & GARRISON LLP

Daniel A. Mason  
Miranda N. Gilbert  
1313 North Market Street, Suite 806  
Wilmington, Delaware 19801  
dmason@paulweiss.com  
mgilbert@paulweiss.com

*Attorneys for Defendant Evercore Group L.L.C.*

ASHBY & GEDDES, P.A.

Catherine A. Gaul  
Elizabeth C. Greene  
500 Delaware Avenue, 8th Floor  
Wilmington, Delaware 19801  
CGaul@ashbygeddes.com  
EGreene@ashbygeddes.com

*Attorneys for Defendant RBC Capital Markets,  
LLC*

ROSS ARONSTAM & MORITZ LLP

S. Michael Sirkin  
Elizabeth M. Taylor  
Hercules Building  
1313 North Market Street, Suite 1001  
Wilmington, Delaware 19801  
msirkin@ramllp.com  
etaylor@ramllp.com

*Attorneys for Defendants Foundation Building  
Materials, Inc. and ASP Flag Intermediate  
Holdings, Inc.*

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

Ryan Stottman  
Thomas P. Will  
Alec F. Hoeschel  
1201 N. Market Street, 16th Floor  
Wilmington, Delaware 19801  
rstottman@morrisnichols.com  
twill@morrisnichols.com  
ahoeschel@morrisnichols.com

*Attorneys for Defendants LSF 9 Cypress Parent 2 LLC  
and Lone Star Fund IX (U.S.), L.P.*

WILSON SONSINI GOODRICH &  
ROSATI, P.C.

Jessica A. Hartwell  
Leah E. León  
222 Delaware Avenue, Suite 800  
Wilmington, Delaware, 19801  
jhartwell@wsgr.com  
leah.leon@wsgr.com

*Attorneys for Defendant Ruben D. Mendoza*

YOUNG CONAWAY STARGATT & TAYLOR LLP

Elena C. Norman  
James M. Yoch, Jr.  
Rodney Square  
1000 North King Street  
Wilmington, Delaware 19801  
enorman@ycst.com  
jyoch@ycst.com

*Attorneys for Defendants Chris Meyer, Rafael  
Colorado, Chad Lewis, Chase Hagin, and Maureen  
Harrell*

Unless the Court otherwise directs, no person will be entitled to object to the approval of the Settlement, the Judgment to be entered in the Action, or the Fee Application, nor will he, she, or it otherwise be entitled to be heard, except by serving and filing a written objection as described above.

Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including the right to appeal) and will be forever barred from raising such objection in this or any other action or proceeding.

Any Settlement Class Member who does not object to the Settlement, the Fee Application, or any other matter stated above need not do anything.

## **XII. JUDGMENT OF THE COURT**

If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, adequate, and in the best interests of the Settlement Class, the Court will enter the Judgment, which will, among other things:

(a) Make final the Court's previous determination to certify the Settlement Class for settlement purposes only pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2);

(b) Make final the Court's previous determination to certify for settlement purposes Plaintiff as Settlement Class representative and Plaintiff's Counsel as Settlement Class counsel, and determine that Plaintiff and Plaintiff's Counsel have adequately represented the interests of the Settlement Class in the Action;

(c) Determine that the form and manner of this Notice was the best notice practicable under the circumstances and fully complied with each of the requirements of due process, Delaware Court of Chancery Rule 23, and applicable law;

(d) Determine that all Settlement Class Members are bound by the Judgment;

(e) Determine that the Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class;

(f) Dismiss Defendants with prejudice without the award of any fees, costs, or expenses or the grant of further relief except for the payments contemplated by the Stipulation;

(g) Fully, finally, and forever release, settle, and discharge the Released Defendant Persons from and with respect to every one of the Released Plaintiff's Claims and fully, finally, and forever release, settle, and discharge the Released Plaintiff Persons from and with respect to every one of the Released Defendants' Claims;

(h) Bar and enjoin Plaintiff and any Settlement Class Members from instituting, commencing, or prosecuting any and all Released Plaintiff's Claims against any Released Defendant Person; and

(i) Award Plaintiff's Counsel such Fee and Expense Award as the Court deems fair and reasonable.

## **XIII. INSTRUCTIONS TO BROKERS AND OTHERS WHO HELD FOR THE BENEFIT OF OTHERS**

Brokerage firms, banks, and/or other persons or entities who held shares of FBM common stock for the benefit of others must, within seven (7) days of the receipt of this Notice, either: (a) provide to the Administrator at the address below the name and last known address of each person or organization for whom or which you held any such securities during the Class Period; or (b) request additional copies of this Notice from the Administrator at the address below, which will be provided to you free of charge, and, within seven (7) days of your receipt of such copies, mail the Notice directly to the beneficial owners of FBM common stock. You are entitled to reimbursement for your reasonable expenses incurred in connection with the foregoing, including reimbursement of postage expenses and the cost of ascertaining the names and addresses of beneficial owners. These expenses will be paid by the Administrator from the Settlement Fund upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Administrator at [www.fbmstockholderlitigation.com](http://www.fbmstockholderlitigation.com) or at the following address: *Foundation Building Materials, Inc. Stockholder Litigation, c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee WI 53217.*

Questions? Call 1-877-719-8311 or visit [www.fbmstockholderlitigation.com](http://www.fbmstockholderlitigation.com).

#### XIV. SCOPE OF THE NOTICE

The Notice is not all-inclusive. The references in this Notice to the pleadings in the Action, the Stipulation, and other papers and proceedings are only summaries and do not purport to be comprehensive. For the full details of the Action, claims that have been asserted in the Action, and the terms and conditions of the Settlement, including a complete copy of the Stipulation, Settlement Class Members are referred to the Court files in the Action. A complete copy of the Stipulation can also be found at [www.fbmstockholderlitigation.com](http://www.fbmstockholderlitigation.com).

You or your attorney may examine the Court files from the Action during regular business hours of each business day at the office of the Register in Chancery, the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801.


Questions or comments about the Settlement or the Action may be directed to counsel for the Plaintiff:

PRICKETT, JONES & ELLIOTT, P.A.  
Samuel L. Closic  
Brianna V. Manobianco  
1310 North King Street  
Wilmington, Delaware 19801

DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE.

Dated May 29, 2026

BY ORDER OF THE COURT

  
\_\_\_\_\_

Register in Chancery

CERTIFIED:  
AS A TRUE COPY:  
ATTEST:  
REGISTER IN CHANCERY  
BY   
\_\_\_\_\_

**COURT APPROVED NOTICE REGARDING**  
*In re Foundation Building Materials, Inc. Stockholder Litigation,*

Questions? Call 1-877-719-8311 or visit [www.fbmstockholderlitigation.com](http://www.fbmstockholderlitigation.com).