

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

IN RE: CHINESE-MANUFACTURED
DRYWALL PRODUCTS
LIABILITY LITIGATION

MDL NO. 2047

SECTION: L

JUDGE FALLON
MAGISTRATE WILKINSON

THIS DOCUMENT RELATES ONLY TO:

09-7628 Edward & Susan Beckendorf v. Knauf Gips KG, et al
11-252 New Orleans Habitat for Humanity v. Gebruder Knauf, et al (Casey LeBlanc)
12-498 Beryl Munde v. Taishan Gypsum Co. Ltd., et al
09-6690, 10-932, 11-80, David & Cheryl Gross v. Knauf Gips, KG, et al

RULE 54(b) J U D G M E N T

This matter came on before the Court on previous days for trial by jury. Now therefore, considering the answers of the jury to the interrogatories propounded to them, and further finding there is no just reason for delay as to the entry of judgment, accordingly:

IT IS ORDERED, ADJUDGED AND DECREED that there be judgment in favor of defendant Interior Exterior Building Supply, L.P. and its insurer, North River Insurance Company, and against plaintiffs Edward and Susan Beckendorf, New Orleans Area Habitat for Humanity, David and Susan Gross and Beryl Munde. The Court adopts the jury's finding and verdict and makes them the judgment of the Court as set forth below:

IT IS ORDERED, ADJUDGED, AND DECREED, that Plaintiffs Edward and Susan Beckendorf, New Orleans Area Habitat for Humanity, David and Cheryl Gross, and Beryl Munde shall take nothing against Interior Exterior Building Supply, L.P. and its insurer, The North River Insurance Company, on the claims asserted by these Plaintiffs against Interior Exterior Building Supply, L.P., as a Bad Faith seller under Article 2545 of the Louisiana Civil Code, and all such claims are hereby dismissed with prejudice and these Plaintiffs may not

pursue any of these claims against Interior Exterior Building Supply, L.P., or its Insurers at any time in the future. This judgment does not affect said defendants' liability pursuant to Article 2531.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that plaintiffs Edward and Susan Beckendorf, New Orleans Area Habitat for Humanity, David and Cheryl Gross and Beryl Munde and their counsel of record shall be taxed with the allowable costs of defendants, Interior Exterior Building Supply, L.P. and The North River Insurance Company, pursuant to Rule 54 of the Federal Rules of Civil Procedure.

New Orleans, Louisiana, this 11th day of December, 2012.

A handwritten signature in black ink that reads "Eldon E. Fallon". The signature is written in a cursive style with a horizontal line underneath it.

ELDON E. FALLON
UNITED STATES DISTRICT JUDGE