

**UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION**

PRO SLAB, INC., BREMER CONSTRUCTION )  
MANAGEMENT, INC., and MICHELLE L. )  
VIEIRA, TRUSTEE OF FORREST CONCRETE, )  
LLC, on behalf of themselves and all other )  
similarly situated, )

Plaintiffs, )

Case No.: 2:17-cv-03185-BHH

v. )

ARGOS USA LLC, )  
ARGOS READY MIX LLC, )  
LAFARGE NORTH AMERICA INC., )  
COASTAL CONCRETE SOUTHEAST II, LLC, )  
THOMAS CONCRETE, INC., )  
THOMAS CONCRETE OF SOUTH )  
CAROLINA, INC., )  
EVANS CONCRETE, LLC, and )  
ELITE CONCRETE, LLC, )

Defendants. )

**SETTLEMENT AGREEMENT WITH ELITE CONCRETE, LLC**

This Settlement Agreement (“Agreement”) is made and entered into as of this 6th day of November, 2025 (the “Execution Date”) by and among Defendant ELITE CONCRETE, LLC (“Settling Defendant” or “Elite”) and Plaintiffs Pro Slab, Inc., Bremer Construction Management, Inc., and Michelle L. Vieira, Trustee of Forrest Concrete, LLC (“Plaintiffs” and, together with the Settling Defendant, the “Parties”), both individually and on behalf of a proposed class of all persons or entities who purchased Ready-Mix Concrete directly from the Subject Plants operated by Defendants during the Class Period, each defined below, but excluding Defendants and their employees, Defendants’ respective parents, subsidiaries, and affiliates, and government entities.

WHEREAS, Plaintiffs are prosecuting the above-captioned action (the “Action”) on their own behalf and on behalf of the proposed Settlement Class (defined below) against (among others) the Settling Defendant; and

WHEREAS, Plaintiffs allege that the Settling Defendant participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of Ready-Mix Concrete sold by the Subject Plants at artificially high levels, in violation of Section 1 of the Sherman Act; and

WHEREAS, the Settling Defendant denies Plaintiffs’ allegations and has asserted defenses to Plaintiffs’ claims in the Action; and

WHEREAS, the Court has made no determination in the Action of any wrongdoing or liability of any kind by the Settling Defendant; and

WHEREAS, counsel for the Parties participated in a judicial settlement conference of this dispute on August 5, 2025, in Charleston, South Carolina before judicial settlement officer U.S. Magistrate Judge Molly Cherry, who was appointed in that capacity by this Court, at which occasion the Parties reached a settlement in principle, and engaged in direct and arms-length settlement negotiations of the terms of this Agreement since the judicial settlement conference; and

WHEREAS, Plaintiffs, through their counsel, have conducted an investigation into the facts and the law regarding the Action, as well as Elite’s ability to pay and Plaintiffs’ ability to collect a substantial judgment, and have concluded that a settlement with the Settling Defendant according to the terms set forth below is in the best interest of Plaintiffs and the members of the Settlement Class; and

WHEREAS, the Settling Defendant, despite its belief that it is not liable for the claims asserted by Plaintiffs and its belief that it has good defenses thereto, has nevertheless agreed to

enter this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the release, order, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against the Settling Defendant based on the allegations in the Complaint and that relate to potentially anticompetitive conduct, as more particularly set out below;

NOW, THEREFORE, in consideration of the covenants, agreements and releases set forth herein, for payment by the Settling Defendant of the Settlement Amount (as defined below), and for other good and valuable consideration, it is agreed by and between the undersigned that the Action be settled, compromised and dismissed on the merits with prejudice as to the claims of the Settlement Class set forth in the Action, subject to the approval of the Court, with all sides to bear their own costs and attorneys' fees, and on the following terms and conditions.

**A. Certain Definitions**

The following terms, as used in this Agreement, have the following meanings:

1. "Settling Defendant" is defined in the first paragraph of this Agreement.
2. "Settlement Class" means all persons or entities who purchased Ready-Mix Concrete during the Class Period directly from a Subject Plant, but excluding Defendants and their employees, Defendants' respective parents, subsidiaries, and affiliates, and government entities.
3. "Settlement Class Member" means each member of the Settlement Class who does not timely elect to be excluded from the Settlement Class.
4. "Class Counsel" means Attorneys Renae D. Steiner and Vincent J. Esades of Heins, Mills & Olson, PLC, 310 Clifton Avenue, Minneapolis, MN 55403; Irwin B. Levin and Scott D. Gilchrist of Cohen & Malad, LLP, One Indiana Square, Suite 1400, Indianapolis,

IN, 46204; and Gregory P. Hansel and Michael S. Smith of Preti, Flaherty, Beliveau & Pachios, LLP, One City Center, P.O. Box 9546, Portland, ME 04112-9546.

5. “Class Period” means the period from and including January 1, 2010 to July 31, 2016.

6. “Class Representatives” or “Plaintiffs” means Plaintiffs Pro Slab, Inc., Bremer Construction Management, Inc., and Michelle L. Vieira, Chapter 7 Trustee of Forrest Concrete, LLC.

7. “Defendants” means the Defendants named in the above-captioned Action, and includes Argos USA LLC and Argos Ready Mix LLC (collectively “Argos”); Lafarge North America Inc. (“Lafarge”); Coastal Concrete Southeast II, LLC (“Coastal”); Thomas Concrete, Inc. and Thomas Concrete of South Carolina, Inc. (collectively “Thomas”); Evans Concrete, LLC (“Evans”); and Elite Concrete, LLC (“Elite”). “Other Defendants” means all Defendants except the Settling Defendant.

8. The “Effective Date” of this Agreement shall be the first day on which all of the following are true: (a) Settling Defendant have fully paid the Settlement Amount to the Settlement Fund in accordance with this Agreement, (b) the Court has entered a final order approving this Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and a final judgment dismissing the Action against Settling Defendant on the merits with prejudice as to all Settlement Class Members and without costs, and (c) the time for appeal or to seek permission to appeal from the Court’s approval of this Agreement and the final judgment has expired without appeal or request to appeal, or the final judgment has been affirmed in its entirety by the Court of last resort to which any appeal has been taken and such affirmance has become no longer subject to further appeal or review.

9. “Execution Date” means the last date on which this Agreement is signed by a party hereto, which is the date identified in the first sentence of this Agreement.

10. “Net Settlement Fund” means the Settlement Fund less all payments, costs, and expenses ordered or approved to be made out of the Settlement Fund by the Court for providing notice of the settlement, administering and implementing the settlement, addressing and resolving taxation matters relating to the settlement, and paying an incentive award to Plaintiffs and Class Counsel’s reasonable attorneys’ fees and expenses as awarded by the Court.

11. “Ready-Mix Concrete” means a product comprised of cement, sand, rock, water, and occasionally additional additives.

12. “Released Claims” are defined in Paragraph 29 of this Agreement.

13. “Released Parties” means and refers individually and collectively to: ELITE CONCRETE, LLC and any of its subsidiaries, parents, affiliates, employees, officers, members, managers, shareholders, owners, former employees, former officers, former members, former managers, former shareholders, or former owners, including without limitation Troy D. Baird and Hurley I. Cook, III, also known as Trey Cook, provided that, notwithstanding anything contained herein, “Released Parties” do not include: (a) any Other Defendant; or (b) John David Melton.

14. “Releasers” means the Class Representatives and their respective past and present parents, attorneys, subsidiaries, affiliates, agents, heirs, executors, administrators, guardians, successors and assigns; and the Settlement Class Members and their respective past and present parents, attorneys, subsidiaries, affiliates, agents, heirs, executors, administrators, guardians, successors and assigns.

15. The “Settlement Amount” is \$750,000.00. The Settlement Amount is a total amount on behalf of Settling Defendant. Notwithstanding anything else in this Agreement, in no event shall Settling Defendant ever be required to pay any amount pursuant to this Agreement that is greater than the Settlement Amount.

16. “Settlement Fund” means the Settlement Amount paid by Settling Defendant, that Class Counsel will deposit in the “Ready-Mix Concrete Antitrust Litigation Settlement Fund” at Huntington Bank maintained under the Court’s jurisdiction as a Qualified Settlement Fund within the meaning of Treasury Regulation 1.468B-1, as amended, for the purpose of investing, conserving and protecting the Settlement Amount, and any interest earned thereon, prior to distribution as directed by the Court. Any interest earned upon the Settlement Fund shall become part of the Settlement Fund.

17. “The Subject Plant(s)” means Defendants’ Ready Mixed Concrete plants operated at the following locations:

<b>a. Argos</b>
Hilton Head/Ridgeland – 204 Pearlstine Dr., Ridgeland, SC 29936
Hinesville/Midway – 60 Leroy Coffey Highway, Midway, GA 31320
Pooler – 186 Pine Barren Rd., Pooler, GA 31322
Richmond Hill – 3105 Highway 17, Richmond Hill, GA 31324
Rincon – 544 Ebenezer Rd., Rincon, GA 31326
Savannah – 1075 Louisville Rd., Savannah, GA 31415
Statesboro – 9476 Highway 301 South, Statesboro, GA 30458

Savannah Portable Plant or any other portable Ready-Mix Concrete plant operated by Argos during the Class Period within the Savannah, GA; Statesboro, GA; or Hilton Head/Bluffton, SC markets referred to in the Third Amended Complaint (ECF No. 246)

**b. Elite**

Hardeeville – 1499 Stiney Rd., Hardeeville, SC 29927

Bloomington – 1955 US-80, Bloomington, GA 31302

Hinesville – 7091 US-84, Hinesville, GA 31313

Savannah – 401 Telfair Rd., Savannah, GA 31415

**c. Evans**

Claxton – 518 E. Smith St., Claxton, GA 30417

Garden City – 42 Telfair Pl., Garden City, GA 31415

Statesboro – 500 S. Zetterower Ave., Statesboro, GA 30458

Metter – 304 E. Lillian St., Metter, GA 30439

Hinesville/Midway – 160 Leroy Coffer Highway, Midway, GA 31320

Millen – 503 Gilmer St., Millen, GA 30442

Portable Plant – 988 Oracol Parkway, Black Creek, GA 31308

Portable Plant – Jimmy DeLoach Parkway, Pooler, GA 31322
Portable Plant – 400 S.H. Morgan Parkway, Bloomingdale, GA 31302
Portable Plant – Little Hurst Parkway, Port Wentworth, GA 31407
Portable Plant – 1501 Crossgate Rd., Port Wentworth, GA 31407
Jesup – 122 N Sunset Blvd., Jesup, GA 31545
Swainsboro – 335 South Coleman St., Swainsboro, GA 30401
Sylvania – 1745 Florida Ave., Sylvania, GA 30467

<b>d. Lafarge</b>
Hinesville – 60 Leroy Coffey Highway, Midway, GA 31320
Pooler – 186 Pine Barren Rd., Pooler, GA 31322
Richmond Hill – 3105 Highway 17, Richmond Hill, GA 31324
Rincon – 544 Ebenezer Rd., Rincon, GA 31326
Black Creek – 1800 Orafol Parkway, Black Creek, GA 31308
Savannah – 620 Stiles Ave., Savannah, GA 31415
Portable Plant 50347 or any other portable Ready-Mix Concrete plant operated by Lafarge during the Class Period within the Savannah, GA; Statesboro, GA; or Hilton Head/Bluffton, SC markets referred to in the Third Amended Complaint (ECF No. 246)

<b>e. Coastal and Thomas</b>
Beaufort – 69 Pebble Rd., Beaufort, SC 29906
Bluffton – 28 Benton Field Dr., Bluffton, SC 29910
East Savannah – 42 Forbes Rd., Savannah, GA 31404
Pooler – 1724 Old Dean Forest Rd., Pooler GA 31322

**B. Stipulation to Certification of Settlement Class**

18. The Parties to this Agreement hereby stipulate and agree that, for purposes only of this Agreement and for no other purpose, the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3) are satisfied and, subject to Court approval, the Settlement Class shall be certified for settlement purposes as to the Settling Defendant.

In the event this settlement is not approved or becomes void or ineffective for any reason, the execution of this Agreement and any related papers, the certification of the Settlement Class, and any act taken or court paper filed in furtherance of this Agreement shall not be used to urge that a litigation class should be or should have been certified against the Settling Defendant, and the Settling Defendant retains the right to object to the maintenance of this or any other action as a class action and to contest this or any other action on any other grounds.

**C. Plan of Distribution**

19. Plaintiffs will propose a distribution of amounts from the Net Settlement Fund to Settlement Class Members who do not opt out of this Agreement and who file a claim.

20. Class Counsel will, with the supervision and approval of the Court, be solely responsible for the implementation of the plan of distribution and for the disbursement of monies from the Settlement Fund. Except as provided herein in Paragraph 37, in no event shall the Settling Defendant have any responsibility, financial or other obligation, or other liability whatsoever with respect to any such matters beyond its contribution of the Settlement Amount to the Settlement Fund.

**D. Approval of this Agreement and Dismissal of Claims**

21. Plaintiffs and the Settling Defendant shall use their best efforts to effectuate this Agreement, including cooperating in: (a) promptly seeking both the Court's certification of the Settlement Class under Federal Rules of Civil Procedure 23(a) and 23(b)(3) and the Court's approval of the procedures for implementing and effectuating this Agreement for the purpose of giving class notice under Federal Rules of Civil Procedure 23(d) and (e); (b) providing any data or information reasonably available to the Party that assists in providing the best notice practicable of the Agreement to Settlement Class Members or calculating distributions from the Settlement Fund to Settlement Class Members; and (c) securing the prompt, complete, and final dismissal with prejudice of the Action under Federal Rule of Civil Procedure 54(b) as to the Settling Defendant.

22. As soon as practicable, but in no event later than 20 business days after Execution Date, Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement and certification of the Settlement Class (the "Motion"). The Motion shall include: (a) a copy of this Agreement executed by the Parties hereto; (b) a request that the Court certify, pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3) and the terms of this Agreement, the Settlement Class defined herein; (c) a request that the Court preliminarily approve this Agreement as fair, reasonable and adequate to the Plaintiffs and members of the

Settlement Class; (d) a request that the Court approve and direct, as the best notice practicable under the circumstances: (i) mailed notice to Settlement Class Members, to mailing addresses from Settling Defendant's and Other Defendants' records or data, substantially in the form attached hereto and marked as Exhibit "A" ("Long Form Notice"), (ii) published notice to Settlement Class Members substantially in the form attached hereto and marked as Exhibit "B" ("Summary Notice"); and (iii) posting of the Long Form Notice on a settlement website established by the Claims Administrator; (e) a request that the Court approve and enter a proposed Preliminary Approval Order substantially in the form attached hereto and marked as Exhibit "C" ("Preliminary Approval Order"); and (f) a request that the Court schedule a hearing on final approval of this Agreement at the convenience of the Court. No less than five (5) business days before filing, Plaintiffs shall submit a draft of the Motion and all Exhibits to Settling Defendant for review and comment, and Plaintiffs shall reasonably consider Settling Defendant's comments.

23. Subject to the Court's approval, individual copies of the Long Form Notice marked as Exhibit "A" shall be mailed to persons and entities who are identified by Class Counsel as Settlement Class Members. The Settling Defendant hereby represents that it has produced documents, databases, and other information to Class Counsel that the Settling Defendant believes in good faith include, to extent they are available, the names, addresses and Ready Mix Concrete purchases from Settling Defendant of all potential Settlement Class Members. If reasonably necessary to effectuate the terms of this Agreement, Settling Defendant agrees to use good faith efforts to provide reasonable additional assistance and/or information to Class Counsel for the purpose of providing court-ordered notices to Settlement Class Members and facilitating the distribution of funds to Settlement Class Members.

24. Subject to the Court's approval, the Summary Notice shall be published in publications recommended by the Claims Administrator to achieve the best notice practicable under the circumstances.

25. Within 10 business days of the filing of the Motion, the Settling Defendant shall provide notice of this settlement, the filed Motion and other court papers to federal and state government officials as required by 28 U.S.C. § 1715. Pursuant to 28 U.S.C. § 1715(d), the Settling Defendant shall notify the Court upon expiration of 90 days after the later of the dates on which the appropriate federal official and the appropriate state officials are served with the notice required under 28 U.S.C. § 1715(b).

26. Within 20 days of the filing of the Motion for Preliminary Approval, Michelle L. Vieira, Chapter 7 Trustee of Forrest Concrete, LLC shall file in the U.S. Bankruptcy Court for the District of South Carolina pursuant to Fed. R. Bankr. P. 9019, a motion to approve the Trustee's participation in this settlement. If the motion is denied or is not granted prior to the District Court's final approval hearing on this settlement, Plaintiffs and proposed class representatives Pro Slab, Inc. and Bremer Construction Management, Inc. will continue to prosecute their Motion for Final Approval of this settlement.

27. Plaintiffs and the Settling Defendant shall jointly seek entry of an Order and Final Judgment, substantially in the form attached hereto and marked as Exhibit "D":

- (a) as to the Action, approving finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;

- (b) directing that all Releasors shall, by operation of law, be deemed to have released all Released Parties from the Released Claims (as defined in Paragraph 29);
- (c) directing that upon the Effective Date, the Action be dismissed as to the Settling Defendant, with prejudice and without costs, with respect to the Released Claims (as defined by Paragraph 29);
- (d) reserving exclusive jurisdiction over the settlement, the Settlement Fund and this Agreement, including the administration and consummation of this settlement; and
- (e) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to the Settling Defendant shall be final and entered forthwith.

28. This Agreement shall become final on the Effective Date. It is agreed that neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the occurrence of the Effective Date. Notwithstanding the foregoing, on the date that Plaintiffs and the Settling Defendant have executed this Agreement, Plaintiffs and the Settling Defendant shall be bound by its terms, and this Agreement shall not be rescinded except in accordance with Paragraphs 43 & 44 of this Agreement.

**E. Release, Discharge, Covenant Not to Sue, and Covenant Not to Appeal**

29. Upon the Effective Date, in consideration of payment of the Settlement Amount as specified in this Agreement, the mutual promises and commitments contained herein, and for other good and valuable consideration, the Released Parties, and each of them, shall be completely released, acquitted, and forever discharged by Releasors from any and all

claims, demands, actions, suits, damages whenever occurred, liabilities of any nature whatsoever (including damages of any kind, penalties, attorneys' fees, and costs) and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, local, statutory, common, or foreign law that Plaintiffs or any other member of the Settlement Class (a) asserted in the operative Third Amended Class Action Complaint in this Action (ECF No. 246) (the "Complaint"), or (b) could have asserted in any forum that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Complaint and that relate to any potentially anticompetitive conduct (collectively herein "Released Claims"), provided, however, that Released Claims shall not include claims unrelated to the foregoing antitrust or anticompetitive claims, such as claims for personal injury, wrongful death, product defect, or breach of contract claims between buyers and sellers of Ready-Mix Concrete. In connection with this release, the Releasors acknowledge and agree that they are aware that they may hereafter discover facts different from or in addition to the facts they now know or believe to be true and that, by this Agreement, they are releasing the Released Claims, whether known or unknown. The Releasors shall not, after the Effective Date of this Agreement, seek to establish liability or recover against any of the Released Parties for any of the Released Claims, provided, however, that nothing in this Agreement shall limit the right of Plaintiffs and Settlement Class Members to establish the liability of other Defendants for damages based on sales of Ready Mix Concrete by the Settling Defendant. Plaintiffs covenant not to appeal that Order of this Court issued on March 24, 2021, ECF 324, granting the motions to dismiss of Troy D. Baird and Hurley I. Cook, III, also known as Trey Cook, and dismissing them from this Action.

30. Upon the Effective Date, for good and valuable consideration, the Released Parties shall be completely released, acquitted, and forever discharged from any and all Released Claims by Releasers against any and all of the Released Parties. The failure of any member of the Settlement Class to opt out by the opt-out date set by the Court or to obtain any payment from the Settlement Fund shall not affect the releases herein. Nor shall the releases be affected in any way by any subsequent determination that the allocation of any payment to the Settlement Class from the Settlement Fund was unfair. Upon the Effective Date, for good and valuable consideration, any claims against Releasers, arising out of, relating to or in connection with the Action as against the Settling Defendant with respect to the Released Claims are hereby released by the Released Parties.

**F. Settlement Payment**

31. The Settling Defendant promises and agrees to pay, or cause to be paid, the Settlement Amount in accordance with the terms of this Agreement. This amount is the result of arm's length negotiations and reflects the Parties' respective good faith assessments of the claims and defenses as well as the costs of litigating the Action. The Settlement Amount shall be remitted by the Settling Defendant by wire-transfer, within 30 days after the latest of (i) execution of this Agreement; (ii) the Court's Preliminary Approval Order granting preliminary approval of this settlement; and (iii) receipt of a W-9 and all necessary check/wire transfer payment instructions, to be deposited into the Settlement Fund at Huntington Bank, held in escrow for the benefit of the Settlement Class pending final approval of the Court, and pursuant to instructions from Class Counsel, to be administrated in accordance with the provisions of Section H of this Agreement.

32. Settlement Payment; Failure to Pay. If the Settling Defendant does not remit the Settlement Amount in full, by the due date provided herein, then Plaintiffs, after meeting

and conferring with Settling Defendant and no sooner than 10 days after the due date, at their sole option and discretion, may: (a) move to enforce the settlement as against the Settling Defendant, including a request that the Court: (i) immediately enter and enforce any judgment provided herein, (ii) immediately attach and order the prompt payment of any Settlement Amount held in an attorney trust account as provided herein, and/or (iii) award Plaintiff the costs of such enforcement and/or collections, including attorney's fees; or (b) reinstate litigation in the Action as against the Settling Defendant. In the event litigation in the Action is reinstated as against the Settling Defendant, the Settling Defendant and the Plaintiffs agree to keep the current Amended Scheduling Order in place as to the parties.

**G. Exclusions.**

33. With respect to any potential Settlement Class Member that requests exclusion from the Settlement Class, the Settling Defendant reserves all legal rights and defenses.

34. Subject to Court approval, a request for exclusion must be in writing and state (i) the full name and current address of the person or entity requesting exclusion; (ii) the title and a statement of authority of any person requesting exclusion from the Settlement Class on behalf of an entity other than an individual; (iii) the title of the Lawsuit: "Pro Slab, Inc., et al. v. Argos USA LLC, et al.;" and (iv) a statement that the person or entity requests to be excluded from the settlement. A request for exclusion must also be signed by the person or entity requesting exclusion and sent by U.S. mail, first class and postage prepaid, with a postmark on or before the exclusion deadline established by the Court and set forth in the notice. Subject to Court approval, a request for exclusion that does not comply with these requirements will be invalid, and each person or entity submitting an invalid request shall be deemed a Settlement Class Member and shall be bound by this Agreement upon final court approval.

35. Within five business days after the end of the period to request exclusion from the Settlement Class established by the Court and set forth in the notice, Settlement Class Counsel shall provide the Settling Defendant, through its undersigned counsel, with a written list of all potential Settlement Class Members who have timely exercised their rights to be excluded from the class (“Opt Outs”).

36. The Settling Defendant or Class Counsel may dispute an exclusion request, and the parties shall, if possible, resolve the disputed exclusion request by agreement and shall inform the Court of their position and, if necessary, within thirty (30) days after the end of the period to request exclusion from the Settlement Class, the Settling Defendant or Class Counsel may move the Court to request a ruling thereon.

**H. The Settlement Fund**

37. The Settlement Fund shall at all times be subject to the jurisdiction of the Court. Disbursements may be made from the Settlement Fund at the direction of Class Counsel for the payment of reasonable expenses (not including attorneys’ fees) associated with the following: providing notice of the settlement to the Settlement Class, administering this Agreement and the Settlement Fund, making Court-ordered distributions from the Settlement Fund, and paying any taxes or expenses incurred in connection with taxation matters relating to the Settlement Fund and this Agreement as addressed by Paragraph 45 of this Agreement. Up to \$50,000 of such disbursements may be made prior to the Court’s final approval of the Agreement, and such amount shall not be refundable to Settling Defendant in the event the Agreement is disapproved, rescinded, or otherwise fails to become effective. In no event shall the Settling Defendant have any liability with respect to the giving of notice of this settlement to Settlement Class Members, including, but not limited to, the expense and cost of such notice.

38. To mitigate the costs of notice and administration, Plaintiffs shall use their best efforts, if practicable, to disseminate notice of this settlement together with notice of any other settlement and to apportion the costs of notice and administration on a pro rata basis across the applicable settlements.

39. After the Effective Date, Plaintiffs and Class Counsel shall have the right to seek Court approval of payments from the Settlement Fund for distribution to Settlement Class Members or to reimburse Class Counsel for reasonable expenditures made or to be made by Class Counsel in the prosecution of the Action against the Defendants.

40. Class Counsel shall have the sole responsibility, subject to Court approval, and in no event shall the Settling Defendant have any responsibility, financial or other obligation, or liability whatsoever, with respect to the investment, distribution, or administration of the Settlement Fund, including but not limited to, the costs and expenses of such distribution and administration.

41. Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all fees and expenses including, but not limited to, attorneys' fees and past, current or future litigation expenses. No attorneys' fees or expenses, other than the reimbursement of any costs or expenses advanced by Class Counsel shall be paid to Class Counsel prior to the Effective Date. Upon a court order awarding attorneys' fees and expenses, the awarded amount may be segregated from the Settlement Fund in a separate account. Except as provided herein, the Settling Defendant shall not be liable for any costs, fees or expenses of any of Plaintiffs' respective attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Fund.

42. The Net Settlement Fund shall be distributed to Settlement Class Members pursuant to a plan of distribution submitted by Class Counsel and approved by the Court.

**I. Rescission if the Agreement is Not Finally Approved**

43. If the Court refuses to approve this Agreement or any part hereof, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment substantially as provided for in Paragraph 27 of this Agreement, or if the Court enters the final judgment and appellate review is sought and, on such review, such final judgment is not affirmed, then the Settling Defendant and the Plaintiffs shall each, in its or their sole discretion, and without incurring any liability to each other or to any other party to this Agreement, have the option to rescind this Agreement in its entirety and any and all amounts paid by the Settling Defendant into the Settlement Fund pursuant to this Agreement (including all interest earned thereon) shall be returned forthwith to the Settling Defendant less only such disbursements properly made in accordance with this Agreement. A modification or reversal on appeal of any amount of Class Counsel's attorneys' fees and expenses awarded by the Court from the Settlement Fund or any Plan of Allocation of the Settlement Fund shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph 56.

44. The Settling Defendant and Plaintiffs expressly reserve all of their rights if the Agreement does not become effective or if it is rescinded pursuant to Paragraph 43 of this Agreement. The Settling Defendant enters this Agreement without in any way acknowledging any fault, liability or wrongdoing of any kind. Nothing contained in this Agreement or any notice or other exhibit to this Agreement, including the definition of Settlement Class and any reference to "co-conspirators" in this Agreement or in any notice or other exhibit to this

Agreement, shall be construed in any way as an admission or evidence of any illegal conduct, fault, liability or wrongdoing of any kind by the Settling Defendant or any other Released Party. Further, Plaintiffs and the Settling Defendant agree that this Agreement, whether or not it is finally approved and whether or not rescinded pursuant to Paragraph 43 of this Agreement, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, or of any liability or wrongdoing by any Defendant, or of the truth of any of the claims or allegations contained in the Complaint or any other pleading filed by Plaintiffs in the Action, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the Action or in any other action or proceeding. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement by the Settling Defendant or any Released Party, shall be referred to, offered as evidence, or received in evidence in any pending or future civil, criminal, or administrative action, arbitration, or proceeding, by the Parties to this Agreement, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law. The Parties and their respective counsel agree that this Agreement, and any and all negotiations thereof shall be governed by Federal Rule of Evidence 408. Notwithstanding the foregoing, the Agreement may be filed with the Court in conjunction with the filing of the preliminary approval motion, and thereby made public.

**J. Taxes**

45. The Settlement Fund shall be established and maintained at all times as a Qualified Settlement Fund within the meaning of Treasury Regulation Section 1.468B-1, as amended. Class Counsel shall be solely responsible for filing all informational and other tax

returns necessary to report any net taxable income earned by the Settlement Fund and shall file all informational and other tax returns necessary to report any income earned by the Settlement Fund and shall be solely responsible for taking out of the Settlement Fund, as and when legally required, any tax payments, including interest and penalties due on income earned by the Settlement Fund. All taxes (including any interest and penalties) due with respect to the income earned by the Settlement Fund shall be paid from the Settlement Fund. The Settling Defendant shall have no responsibility to make any filings relating to the Settlement Fund and will have no responsibility to pay tax on any income earned by the Settlement Fund or pay any taxes on the Settlement Amount, unless the settlement is not consummated and the Settlement Amount is returned to the Settling Defendant. In the event the settlement is not consummated, the Settling Defendant shall be responsible for the payment of all taxes on said income that have not already been paid out of the Settlement Fund as provided in this Agreement. However, the Settling Defendant shall not be responsible for paying any interest or penalties relating to tax filings made by Class Counsel or tax payments owed as a result of those filings or the lack of timely filing thereof.

**K. Cooperation**

46. Cooperation; Authentication and Business Records Status of Materials Produced. As an additional consideration for the release and discharge provided herein, the Settling Defendant has provided or will provide the following cooperation to Plaintiffs:

- (a) As agreed by the Parties during settlement negotiations during the mediation, with the assistance of judicial settlement officer U.S. Magistrate Judge Molly Cherry, prior to the execution of this Agreement, Elite provided, pursuant to Fed. R. Evid. 408, certain confidential materials, designated as Highly Confidential pursuant to the Court's Confidentiality Order, ECF 224, with regard to the sale price in the

2019 sale of Elite's assets and how those proceeds were distributed, namely the asset purchase agreement and seller's settlement statement from the 2019 sale of Elite's assets; and

- (b) To the extent reasonably necessary for Plaintiffs' use at trial or in motion practice, Elite agrees, to the extent possible, to provide witness testimony, or written declarations pursuant to (i) Fed.R.Evid. 901 sufficient to establish the authenticity of documents and data produced by Elite; and (ii) the admissibility of business records produced in discovery by Elite under Fed.R.Evid. 803(6).

47. The Settling Defendant agrees to withdraw from any joint defense or similar agreement to the extent such agreement relates to this Action that it or its counsel may have with any Other Defendant (or its counsel) who does not settle with Plaintiff and an applicable Settlement Class. Settling Defendant agrees not to voluntarily assist such Other Defendants in their defense of the claims brought against them by the Plaintiff and the Settlement Classes in this Action unless such action is responsive to discovery served by such Other Defendant(s) or unless the Settling Defendant is ordered to do so by a court of competent jurisdiction or they are otherwise required to do so by law; provided, however, that the limitation on future cooperation with Other Defendants shall apply only to this Action and shall not apply to any other investigation, litigation or proceeding, including *Southeast Ready Mix, LLC et al v. Argos North America Corp. et al.*, 1:17-cv-02792-ELR (N.D. Ga.) ("SERM"). If Settling Defendant or one of their employees receives a request for testimony at trial in this Action, through a subpoena or informally, they will provide notice of the request to counsel for Plaintiffs within four business days. Nothing in this paragraph prohibits the Settling Defendant from cooperating with Other Defendants in this action against any claim brought

against the Settling Defendant by any purchaser who elects to be excluded from the Settlement Class. The Settling Defendant need not respond to discovery request or motions made pursuant to the Federal Rules of Civil Procedure from Plaintiffs or otherwise participate in the Action during the pendency of this Agreement. The suspension of discovery and any pending motions shall be without prejudice to reviving such discovery or motions if this Agreement fails to receive final approval by the Court or in the event that it is terminated by either party under any provision herein. Other than to enforce the terms of the Agreement or as otherwise provided herein, neither Settling Defendant nor Plaintiffs shall file motions against the other in the Action during the pendency of this Agreement.

48. If Plaintiffs believe that Settling Defendant has refused to use reasonable efforts to cooperate under the terms of this Agreement, Plaintiffs shall meet and confer with Settling Defendant. Upon reaching an impasse in any meet and confer, Plaintiffs may seek an Order from the Court compelling Settling Defendant to comply with the cooperation terms of this Agreement. Settling Defendant may likewise seek an Order from the Court regarding the scope of the cooperation terms of this Agreement. Nothing in this provision shall limit in any way Settling Defendant's ability to defend the level of cooperation provided or to defend compliance with the terms of the cooperation provisions in this Agreement.

49. This Agreement does not settle or compromise any claim by Plaintiffs or any Settlement Class Member asserted in the Action against any Other Defendant or any alleged co-conspirator other than the Released Parties or with respect to any claims other than the Released Claims. All rights of any Settlement Class Member against Other Defendants, alleged co-conspirators or any other person or entity other than the Released Parties or with

respect to any claims other than the Released Claims are specifically reserved by Plaintiffs and the Settlement Class Members.

50. The United States District Court for the District of South Carolina shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by Plaintiffs and the Settling Defendant.

51. This Agreement, which incorporates any and all recitals, along with the Exhibits hereto, constitutes the entire agreement between Plaintiffs and the Settling Defendant pertaining to the settlement of the Action against the Settling Defendant only and supersedes any and all prior and contemporaneous undertakings of Plaintiffs and the Settling Defendant in connection therewith. This Agreement may be modified or amended only by a writing executed by Plaintiffs and the Settling Defendant and approved by the Court.

52. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Releasors and Released Parties. Without limiting the generality of the foregoing and subject to the Effective Date occurring: (a) each and every covenant and agreement made herein by Plaintiffs or Class Counsel shall be binding upon each Settlement Class Member and Releasor, and (b) each and every covenant and agreement made herein by the Settling Defendant shall be binding upon all Released Parties.

53. This Agreement may be executed in counterparts by Plaintiffs and the Settling Defendant, and a facsimile or scanned signature shall be deemed an original signature for purposes of executing this Agreement.

54. Neither the Settling Defendant nor Plaintiffs, nor any of them, shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

55. Nothing expressed or implied in this Agreement is intended to or shall be construed to confer upon or give any person or entity other than Plaintiffs, the Settlement Class Members, Class Counsel, Releasers, and Released Parties any right or remedy under or by reason of this Agreement.

56. Where this Agreement requires any party to provide notice or any other communication or document to any other party, such notice, communication, or document shall be provided by email to the signatories of this Agreement.

57. The Settling Defendant reserves the right to move the Court on an expedited basis for relief if they find any content posted on the settlement website to be objectionable and are unable to resolve their concern directly with Class Counsel.

58. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval.

59. This Agreement shall be interpreted and construed to effectuate the intent of the parties, which is to provide, through this Agreement, for a complete resolution of the relevant claims with respect to the Settling Defendant as provided in this Agreement in exchange for the payment of the Settlement Amount.

60. This Agreement shall be interpreted and construed in accordance with the laws of the State of South Carolina, and any dispute or claims arising under or related to the terms


or provisions of this Agreement, whether styled in contract, tort or otherwise, shall be governed by the internal laws of the State of South Carolina without reference to choice of law or conflict of law principles.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the Execution Date first above written.



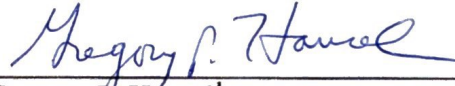
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*Interim Co-Lead Counsel for Plaintiffs and the Proposed Class*

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<sup>1</sup> Special Counsel for Trustee Michelle Vieira of Forrest Concrete, LLC, In re: Forrest Concrete, LLC, Debtor, Case No. 23-01171-jd, Chapter 7, U.S. Bankruptcy Court, District of South Carolina.



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*Counsel for Defendant ELITE CONCRETE,  
LLC*

## **EXHIBIT A**

THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA

**If You Purchased Ready-Mix Concrete Directly From  
Lafarge, Argos, Coastal, Thomas, Evans Or Elite In  
The Greater Savannah Area From January 1, 2010,  
Through July 31, 2016, A Class Action Settlement  
May Affect Your Rights.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

**NOTICE OF CLASS ACTION SETTLEMENT AND HEARING**

ALL INDIVIDUALS OR ENTITIES WHO PURCHASED READY-MIX CONCRETE FROM JANUARY 1, 2010 THROUGH JULY 31, 2016, DIRECTLY FROM CERTAIN PLANTS LISTED BELOW THAT WERE OPERATED IN THE GREATER SAVANNAH REGION, INCLUDING PARTS OF GEORGIA AND SOUTH CAROLINA, BY LAFARGE NORTH AMERICA, INC. (“LAFARGE”), ARGOS USA LLC OR ARGOS READY MIX LLC (“ARGOS”), COASTAL CONCRETE SOUTHEAST II, LLC (“COASTAL”), THOMAS CONCRETE, INC. OR THOMAS CONCRETE OF SOUTH CAROLINA, INC. (“THOMAS”), EVANS CONCRETE, LLC (“EVANS”) AND ELITE CONCRETE, LLC (“ELITE”) (COLLECTIVELY THE “DEFENDANTS”).

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE AFFECTED BY A LAWSUIT NOW PENDING IN THIS COURT.

*The United States District Court for the District of South Carolina has authorized this notice. This is not a solicitation. This is not a lawsuit against you and you are not being sued.*

- A settlement has been reached on behalf of a class of direct purchasers of Ready-Mix Concrete in the lawsuit entitled *Pro Slab, Inc., et al. v. Argos USA LLC, et al.*, Case No. 2:17-cv-03185-BHH (the “Lawsuit”), which is pending in the United States District Court for the District of South Carolina (the “Court”). Other Defendants remain in the case, and Plaintiffs’ lawsuit will continue against them.
- The Settlement is between the Plaintiffs in the Lawsuit and Defendant Elite Concrete, LLC (the “Elite Settlement”). The Settlement affects the rights of direct purchasers of Ready-Mix Concrete from Elite and the other Defendants. Please read this and any other notices from the Lawsuit carefully to determine if and how your rights may be affected
- The Court has preliminarily approved the Elite Settlement and has certified a “Settlement Class” defined as follows: All persons or entities who purchased Ready-Mixed Concrete from January 1, 2010 through July 31, 2016 directly from one or more of the following plants operated by the Defendants (the “Subject Plants”):

<b>Argos Plants</b>
Hilton Head/Ridgeland – 204 Pearlstine Dr., Ridgeland, SC 29936
Hinesville/Midway – 60 Leroy Coffey Highway, Midway, GA 31320
Pooler – 186 Pine Barren Rd., Pooler, GA 31322
Richmond Hill – 3105 Highway 17, Richmond Hill, GA 31324
Rincon – 544 Ebenezer Rd., Rincon, GA 31326
Savannah – 1075 Louisville Rd., Savannah, GA 31415
Statesboro – 9476 Highway 301 South, Statesboro, GA 30458
Savannah Portable Plant – Various Locations
<b>Elite Plants</b>
Hardeeville – 1499 Stiney Rd., Hardeeville, SC 29927
Bloomingtondale – 1955 US-80, Bloomingtondale, GA 31302
Hinesville – 7091 US-84, Hinesville, GA 31313
Savannah – 401 Telfair Rd., Savannah, GA 31415
<b>Evans Plants</b>
Claxton – 518 E. Smith St., Claxton, GA 30417
Garden City – 42 Telfair Pl., Garden City, GA 31415
Statesboro – 500 S. Zetterower Ave., Statesboro, GA 30458
Metter – 304 E. Lillian St., Metter, GA 30439
Hinesville/Midway – 160 Leroy Coffey Highway, Midway, GA 31320
Millen – 503 Gilmer St., Millen, GA 30442
Portable Plant – 988 Oracol Parkway, Black Creek, GA 31308
Portable Plant – Jimmy DeLoach Parkway, Pooler, GA 31322
Portable Plant – 400 S.H. Morgan Parkway, Bloomingtondale, GA 31302
Portable Plant – Little Hurst Parkway, Port Wentworth, GA 31407
Portable Plant – 1501 Crossgate Rd., Port Wentworth, GA 31407
Jesup – 122 N Sunset Blvd., Jesup, GA 31545
Swainsboro – 335 South Coleman St., Swainsboro, GA 30401
Sylvania – 1745 Florida Ave., Sylvania, GA 30467
<b>Lafarge Plants</b>
Hinesville – 60 Leroy Coffey Highway, Midway, GA 31320
Pooler – 186 Pine Barren Rd., Pooler, GA 31322
Richmond Hill – 3105 Highway 17, Richmond Hill, GA 31324
Rincon – 544 Ebenezer Rd., Rincon, GA 31326
Black Creek – 1800 Orafol Parkway, Black Creek, GA 31308
Savannah – 620 Stiles Ave., Savannah, GA 31415
Portable Plant 50347 – Various Locations
<b>Coastal and Thomas Plants</b>
Beaufort – 69 Pebble Rd., Beaufort, SC 29906
Bluffton – 28 Benton Field Dr., Bluffton, SC 29910
East Savannah – 42 Forbes Rd., Savannah, GA 31404
Pooler – 1724 Old Dean Forest Rd., Pooler GA 31322

- The Court has appointed the Plaintiffs to represent the Elite Settlement Class and their attorneys as Class Counsel. This is a partial settlement of the Lawsuit and do not settle any claims against any other Defendants in the Lawsuit.

- If you received this Notice by U.S. Mail it is because records produced in the Lawsuit indicate you may be a member of the Settlement Class. **If you did not receive a Notice by U.S. Mail, but believe you are a Settlement Class Member, you should complete a contact form on [www.SavannahConcreteCase.com](http://www.SavannahConcreteCase.com) so that you can directly receive future communications about the Settlement and a Claim Form, and to receive communications about any future settlements or other significant developments in the Lawsuit.**
- The purpose of this Notice is to advise members of the Elite Settlement Class of the proposed Elite Settlement and how to assert any rights you may have under the Settlement. It is also intended to advise you of a hearing to consider the proposed Settlements on \_\_\_\_\_, 202\_ at \_\_\_\_\_[a.m./p.m.]. The Court must decide whether to approve the Elite Settlement as fair, reasonable and adequate.
- If you are a member of the Settlement Class (a “Class Member”), your legal rights are affected whether you act or choose not to act. Please read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS: (YOU MUST CHOOSE AMONG ONE OF THESE OPTIONS)</b>		<b>DEADLINE</b>
<b>EXCLUDE YOURSELF</b>	You may exclude yourself from the Elite Settlement, in which case you will not be eligible to receive any payments from the Settlement that are approved by the Court, or to comment on the Settlement. This is the only option that allows you to be part of any other lawsuit against Elite about the legal claims brought or which could be brought in this case.	_____, 202_
<b>DO NOTHING</b>	If you chose to do nothing you will remain eligible to receive any payments from the Settlement that are approved by the Court. This will result in a release of any right you may have to pursue the legal claims brought, or which could have been brought in this case, against Elite based on direct purchases from the Subject Plants during the Class Period. If you choose to do nothing, and the Elite Settlement is approved by the Court, you will be required to submit a claim form to receive money from the Settlements.	N/A
<b>OBJECT</b>	Write to the Court if you do not think the Elite Settlement is fair. If you exclude yourself from the Elite Settlement, you may not object to the Elite Settlement.	_____, 202_
<b>GO TO A HEARING</b>	If you object, you may also ask to speak in Court about the fairness of the Elite Settlement.	_____, 202_ at

		_____ [a.m. /p.m.]
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***These rights and options – and the deadlines to exercise them – are explained in this Notice.***

## **BASIC INFORMATION**

### **1. Why did I get this Notice?**

This Notice has been sent to you because the Defendants’ records show that you purchased Ready-Mix Concrete directly from one or more of the Subject Plants at any time from and including January 1, 2010 through and including July 31, 2016. You have the right to know about a proposed settlement of a class action lawsuit that may affect your rights.

This Notice explains the Lawsuit, the terms of the Elite Settlement, your legal rights, what benefits may be available, who may be eligible for them, and what you will be giving Elite in these Settlements.

The Court in charge of the case is the United States District Court for the District of South Carolina. The case is known *Pro Slab, Inc., et al. v. Argos USA LLC, et al.*, Case No. 2:17-cv-03185-BHH. The companies who sued are called the Plaintiffs. The Plaintiffs in this Lawsuit, who seek to represent themselves and the proposed Settlement Classes are: Pro Slab, Inc. Bremer Construction Management, Inc. and Michelle L. Vieira, Trustee of Forrest Concrete, LLC.

The companies that the Plaintiffs sued are called the Defendants. The Defendants in this lawsuit are Lafarge, Argos, Coastal, Thomas, Evans and Elite. The Defendant companies sold Ready-Mix Concrete from the Subject Plants in the greater Savannah area, including parts of Georgia and South Carolina, during some or all of the period from January 1, 2010 through July 31, 2016 that is the focus of the Lawsuit.

### **2. What is the Lawsuit about?**

The Lawsuit asserts that, from January 1, 2010, through July 31, 2016, the Defendants participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of Ready-Mix Concrete sold from the Subject Plants, in violation of Section 1 of the Sherman Act, Title 15, United States Code, Section 1. The Plaintiffs claim that this conspiracy among the Defendants resulted in artificially high prices for Ready-Mix Concrete sold by Defendants from the Subject Plants. The Plaintiffs are seeking money damages on behalf of themselves and other persons and entities who purchased Ready-Mix Concrete directly from the Subject Plants during this time period. The Defendants have denied liability and raised certain defenses to these claims, which if sustained by the Court following a trial may minimize or defeat any recovery for the Classes. The Court has not made any determination of any liability as to the Defendants for these claims.

### **3. What is a class action?**

A class action is a lawsuit in which one or more persons or entities called class representatives sue on behalf of other persons or entities who have similar claims. Together all these persons are a

“class” or, individually, “class members.” In a class action, one court resolves the issues for all class members, except for those who exclude themselves from the class. For this reason, the Court must find that the Elite Settlement is fair, reasonable and adequate to the Elite Settlement Class before the Settlement can receive final court approval.

#### ***4. Why is there a settlement?***

The Lawsuit has not gone to a trial. Instead, the Plaintiffs and Elite agreed to settle to avoid the costs and risks of trial. The Settlement provides the opportunity for payments or other benefits to be made available to Class Members. Under the Elite Settlement, Class Members give Elite a release of any right they may have to pursue the same legal claims brought, or which could have been brought, in this case against Elite based on direct purchases of Ready-Mix Concrete from the Subject Plants.

### **WHO IS IN THE SETTLEMENT?**

#### ***5. How do I know if I am part of the Settlements?***

You are a member of the Elite Settlement Class if you purchased Ready-Mix Concrete directly from one or more of the Subject Plants at any time from and including January 1, 2010, through and including July 31, 2016.

#### ***6. Are there exceptions to being included?***

You are not a Class Member if you are one of the Defendants, their employees, their respective parents, subsidiaries, or affiliates. You are also not a Class Member if you are a government entity.

#### ***7. What if I am not sure I am in the Classes?***

If you are still not sure if you are included, please review the detailed information contained in the Elite Settlement, available on the settlement website, [www.SavannahConcreteCase.com](http://www.SavannahConcreteCase.com) (the “Settlement Website”). You may also call the Settlement Administrator at 1-888-999-5317, or contact Class Counsel at 1-317-572-7119 or [Concrete@CohenMalad.com](mailto:Concrete@CohenMalad.com).

### **THE SETTLEMENT TERMS**

#### ***8. What does the Settlement provide?***

Under the terms of the Elite Settlement, Elite has agreed to pay the amount of \$750,000 (the “Elite Settlement Amount”) pursuant to the terms of the Elite Settlement

The Elite Settlement was achieved after several years of litigation and numerous negotiating sessions between Class Counsel and the lawyers for Elite, as well as a mediation before U.S. Magistrate Judge Molly Cherry of the U.S. District Court for the District of South Carolina. It was also based on an economic analysis of the potential damages incurred by the Settlement Class. Because of the inherent risks of litigation, Plaintiffs believe that the Elite Settlement provides a fair and efficient resolution of the Plaintiffs’ and Class Members’ claims against Elite in the Lawsuit.

Under the terms of the Settlement, Class Counsel will seek Court permission to distribute part of the Elite Settlement Amount to pay amounts approved by the Court for the costs of administering the Settlement (such as the cost of giving this notice), Class Counsel's attorneys' fees and reasonable expenses, and incentive payments to the class representatives (not to exceed \$10,000 each for the Elite Settlement). The Settlement Amount remaining after Court-approved distributions for these payments is called the "Elite Net Settlement Fund."

***9. How will the Net Settlement Funds be distributed to Class Members?***

Subject to Court approval, the proposed distribution of the Elite Net Settlement Fund to participating Class Members will be in direct proportion to the amount of each participating Class Member's purchases of Ready-Mix Concrete from the Subject Plants at any time from January 1, 2010 through July 31, 2016, when compared to all such purchases by participating Class Members.

**The Net Settlement Funds will not be distributed Class Members at this time.**

***10. When will the Settlement be final?***

The Court will hold a hearing on \_\_\_\_\_, 2026 at \_\_\_\_ [a.m./p.m.] to decide whether to give final approval to the Elite Settlement. If the Court approves the Settlement and there are no appeals, the Elite Settlement will become final thirty (30) days after the Court's approval (the "Effective Date").

**You can check [www.SavannahConcreteCase.com](http://www.SavannahConcreteCase.com) after the Fairness Hearing on \_\_\_\_\_, 2026 to confirm whether the Court has approved the Elite Settlement.**

**PARTICIPATING IN THE SETTLEMENT**

***11. How do I participate in the Settlement?***

If you received this Notice and believe you are a member of the Settlement Class, you do not need to take any action at this time to participate in the Elite Settlement . Once the Court approves a method of distributing the Settlement Funds, information about the proposed distribution of settlement funds will be provided to Class Members, along with Claim Forms and instructions for completing a claim. These materials will also be made available on the Settlement Website.

**NO CLAIMS SHOULD BE SUBMITTED AT THIS TIME.** However, if you did not receive a Notice by U.S. Mail, but believe you are a Settlement Class Member, you should complete a contact form on [www.SavannahConcreteCase.com](http://www.SavannahConcreteCase.com) so that you can directly receive future communications about the Settlements and a Claim Form, and to receive communications about any future settlements or other significant developments in the Lawsuit.

***12. Do I have to give anything up to participate?***

If you are a member of the Settlement Class and do not exclude yourself, you will be bound by the terms of the Elite Settlement and any orders of the Court related to the Elite Settlement, and you agree to and will release any right you may have to pursue the same legal claims brought, or which could have been brought, in this case against Elite based on direct purchases from the Subject

Plants at any time from January 1, 2010 through July 31, 2016 that relate to antitrust or anticompetitive claims. A complete description of the released claims can be found in the Elite Settlement on the Settlement Website.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### ***13. How do I get out of the Settlement Class?***

You may request to be excluded from, or to “opt-out” of the Elite Settlement Class.

If you elect to be excluded from the Elite Settlement Class, you will not be bound by any of the terms of the Elite Settlement or any judgment entered pursuant to the Elite Settlement, nor will you be eligible to receive any of benefits of the Elite Settlement. You will retain and be free to pursue any claims that you may have against Elite on your own behalf and at your own cost.

If you wish to exclude yourself from the Elite Settlement Class, you must mail a written request for exclusion, no later than \_\_\_\_\_, 202\_ to the following:

<b>Settlement Class Counsel</b>
Scott D. Gilchrist Cohen & Malad, LLP One Indiana Square, Suite 1400 Indianapolis, IN 46204

Requests for exclusion do not need to be in any particular format, except that the request must:

- State that you intend to “opt-out” or request “exclusion” from the Elite Settlement Class;
- Contain the full name and current address of the person or entity requesting exclusion;
- Contain the title and a statement of authority of any person requesting exclusion from the Settlement Class on behalf of an entity other than an individual;
- Contain the title of the Lawsuit: “Pro Slab, Inc., et al. v. Argos USA LLC, et al.,”
- Be signed by you; and
- Be sent by U.S. Mail, First Class and postage prepaid, with a postmark on or before \_\_\_\_\_, 202\_.

You cannot exclude yourself by phone or email.

### ***14. If I do not exclude myself, can I sue Elite later?***

Unless you exclude yourself, you cannot sue Elite for the claims resolved by the Elite Settlement.

If you exclude yourself from the Settlement Class for purposes of the Elite Settlement, you cannot participate in or object to the Elite Settlement, you will not receive any money from the Elite Settlement, and any claims you may have against Elite will be subject to applicable statutes of limitations.

**COMMENTING ON THE SETTLEMENT**

**15. How do I tell the Court I do not think the Elite Settlement is Fair?**

If you are a Class Member and have not excluded yourself, you can object to the Elite Settlement or any part of the Settlement. The Court will consider your views. Your objection must be in writing, and must be mailed no later than \_\_\_\_\_, 202\_ to the following:

<b>Settlement Class Counsel</b>	<b>Counsel for Elite</b>	<b>The Court</b>
Scott D. Gilchrist Cohen & Malad, LLP One Indiana Square, Suite 1400 Indianapolis, IN 46204	Robert M. Brennan PARKER, HUDSON, RAINER & DOBBS LLP 303 Peachtree St. NE, Suite 3600 Atlanta, GA 30308	The Honorable Bruce H. Hendricks, Judge United States District Court, District of South Carolina P. O. Box 835 Charleston, SC 29402

An objection does not need to be in any particular format, except that the objection must:

- State that you intend to object to the Elite Settlement;
- Contain the full name and current address of the person objecting;
- Contain the title and a statement of authority of any person objecting on behalf of an entity other than an individual;
- Contain the title of the Lawsuit: “Pro Slab, Inc., et al. v. Argos USA LLC, et al.,”
- State the reasons for your objection to the Elite Settlement;
- Be accompanied by any evidence, briefs, motions or other materials you intend to offer in support of your objection;
- Be signed by you; and
- Be sent by U.S. Mail, First Class and postage prepaid, with a postmark on or before \_\_\_\_\_, 202\_.

You cannot object to the Elite Settlement by phone or email.

**Intervention:** Any request for intervention must meet the requirements set forth above, including the deadline, for filing objections, must be accompanied by any evidence, briefs, motions or other materials you intend to offer in support of your request for intervention, and must meet the requirements of the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the District of South Carolina.

***16. What's the difference between excluding myself and objecting?***

If you exclude yourself from the Elite Settlement, you are no longer a member of the Elite Settlement Class and you keep your right to file your own lawsuit against Elite at your own expense. If you exclude yourself from a Settlement, you may not object to that Settlement and you cannot receive any payments or credits from that Settlement. If you remain a Settlement Class Member, you may object to that Settlement.

***17. Can I have a lawyer represent me?***

The law firms of CohenMalad, LLP, Heins Mills & Olson, PC, and Preti, Flaherty, Beliveau & Pachios LLP have been appointed by the Court and represent you and other Class Members. These lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense. However, any lawyer intending to appear at the Fairness Hearing must be duly admitted to practice law before the United States District Court for the District of South Carolina and must file a written appearance no later than September 19, 2025. Copies of the appearance must be served on Class Counsel and counsel for Elite at the addresses included in this Notice in accordance with the Federal Rules of Civil Procedure.

***18. What happens if I do nothing at all?***

If you do nothing, you will remain an Elite Settlement Class Member and will remain eligible for any benefits available under the Settlement. If the Court approves the Settlement, you will be bound by its terms as well as any Court orders related to the Settlement, and a release will be granted to Elite of any rights you may have to pursue the same legal claims in this case against Elite. To receive payments from the Elite Settlement, you will be required to submit a completed Claim Form. Once the Court approves a method of distributing the Settlement Funds, information about the proposed distribution of settlement funds, along with Claim Forms and instructions for completing a claim, will be provided to known Class Members with contact information on file. These materials will also be made available on the Settlement Website.

***19. How will the lawyers and costs be paid?***

Class Counsel will file a petition with the Court no later than \_\_\_\_\_, 202\_ asking for payment of attorneys' fees in the amount of 1/3 of the Elite Settlement Amount and the reimbursement of reasonable expenses to be paid from the Elite Settlement Amount. The petition will be available on the Settlement Website. To date, litigation expenses total approximately \$4.2 million. Settlement Class Counsel will seek reimbursement of some or all of the outstanding expenses (those expenses that are not reimbursed from the earlier Lafarge, Thomas and Evans settlements) from the Elite Settlement. The Court may consider whether to approve the payment of attorneys' fees and expenses in these amounts during the Fairness Hearing, or at a later time determined by the Court.

If the Court approves these fees and expenses, they will be paid from the Elite Settlement Amount. These fees and expenses, however, will not be paid from the Elite Settlement Amount until that Settlement becomes Final. The costs of providing this Notice and published notice of the Elite Settlement, and the costs of settlement administration, will also be paid from the Elite Settlement Amount.

## THE COURT'S FAIRNESS HEARING

### ***20. When and where will the Court decide whether to approve the Settlement?***

The Court will hold a hearing – which is called the Fairness Hearing – at the J. Waties Waring Judicial Center, 83 Meeting Street, Charleston, South Carolina, at \_\_\_\_\_ [a.m./p.m.] on \_\_\_\_\_, 202\_. At the Fairness Hearing, the Court will consider whether the Elite Settlement is fair, reasonable, and adequate. The Court will consider any objections and listen to Class Members who have made written objections and timely asked to speak at the hearing. After the Fairness Hearing, the Court will decide whether to approve the Elite Settlement.

### ***21. Do I have to come to the hearing?***

You do not need to attend the Fairness Hearing, but you are welcome to come at your own expense. If you have sent a written objection, you do not need to be present for the Court to consider it.

### ***22. May I show up and speak at the hearing?***

If you have submitted a timely written objection to the Elite Settlement and requested to be heard, the Court may allow you to speak at the Fairness Hearing. If you wish for your lawyer to speak for you, he or she must have submitted a timely appearance as provided above.

**Reminder:** If you have excluded yourself from the Elite Settlement Class, you may not object to that Settlement and you may not speak at the Fairness Hearing about that Settlement.

### ***23. Is the Elite Settlement related to the Lafarge, Thomas and Evans Settlements?***

You may have received separate Notices of other settlements in this Lawsuit with Lafarge, Thomas and Evans. The Lafarge, Thomas and Evans Settlements are separate from the Elite Settlement but have similar terms. The deadline to exclude yourself or object to the Lafarge, Thomas and Evans Settlements have now expired. For more information about the Lafarge, Thomas and Evans Settlements visit [www.SavannahConcreteCase.com](http://www.SavannahConcreteCase.com).

### ***24. How can I get more information?***

This Notice summarizes the proposed Elite Settlement. More details are in the Settlement Agreement. You can find copies of the Settlement Agreement, other important documents, and information about the current status of the litigation by visiting [www.SavannahConcreteCase.com](http://www.SavannahConcreteCase.com). You may also contact the Settlement Administrator at 1-888-999-5317 or [info@savannahconcretecase.com](mailto:info@savannahconcretecase.com) or by mail at the address listed in Question 13 above.

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE**

## **EXHIBIT B**

LEGAL NOTICE

**If You Purchased Ready-Mix Concrete Directly From Lafarge, Argos, Coastal, Thomas, Evans Or Elite In The Greater Savannah Area From January 1, 2010, Through July 31, 2016, A Class Action Settlement May Affect Your Rights.**

A settlement has been reached with Elite Concrete, LLC (“Elite”), in a class action lawsuit against Elite, Thomas Concrete, Inc., Thomas Concrete of South Carolina, Inc. (“Thomas”), Evans Concrete (“Evans”), Lafarge North America, Inc. (“Lafarge”), Argos USA LLC, Argos Ready Mix LLC, and Coastal Concrete Southeast II, LLC, claiming that, from January 1, 2010 through July 31, 2016, these companies participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of Ready-Mix Concrete sold from certain Subject Plants. The lawsuit, entitled *Pro Slab, Inc., et al. v. Argos USA LLC, et al.*, Case No. 2:17-cv-03185-BHH (“Lawsuit”), is pending in the United States District Court for the District of South Carolina and is scheduled to be trial ready by October 2025.

The Lawsuit affects the rights of direct purchasers of Ready-Mix Concrete from Lafarge, Argos, Coastal, Thomas, Evans and Elite. Elite has agreed to a settlement (the “Settlement”). The Lawsuit will continue against the other Defendants.

**Who is included?** You are a “Settlement Class Member” if you purchased Ready-Mix Concrete directly from one or more of several “Subject Plants” at any time from and including January 1, 2010 through and including July 31, 2016. A list of the Subject Plants can be found at [www.SavannahConcreteCase.com](http://www.SavannahConcreteCase.com).

**What does the Settlement provide?** Elite has agreed to pay \$750,000 (“Elite Settlement Amount”) to resolve the Lawsuit. If the Settlement is approved and becomes final, information about the proposed distribution of the Settlement Amount will be provided to known Settlement Class Members with contact information on file, along with a claim form and instructions for completing a claim. Settlement Class Member payments will be made after deducting Court-approved Class Counsel’s attorneys’ fees and expenses, notice and administrative costs and class representative payments from the Settlement Amount.

**What are my options?** You may (1) participate in the Settlement and receive your portion of the Settlement Amount when it becomes available, (2) request to exclude yourself from the Settlement, or (3) object to the Settlement.

**Participate in the Settlement.** If you wish to participate in the Settlement, you do not need to do anything now. If the Settlement is approved and becomes final, a claim form and instructions for completing a claim will be mailed at a later date to known Settlement Class Members with contact information on file. **If you did not receive a Notice by U.S. Mail, but believe you are a Settlement Class Member, you should complete a contact form on [www.SavannahConcreteCase.com](http://www.SavannahConcreteCase.com) in order to directly receive future communications about**

**the Settlement and a claim form, and to receive communications about any future settlements or other significant developments in the Lawsuit.**

Exclude Yourself from the Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by \_\_\_\_\_, 202\_. Unless you exclude yourself, you will not be able to bring your own lawsuit against Elite for any claim released by the Settlement. Instructions on how to exclude yourself from the Settlement are available at [www.SavannahConcreteCase.com](http://www.SavannahConcreteCase.com).

Object to the Settlement. If you wish to object to the Settlement, you must mail a written objection to Class Counsel, Counsel for Elite, and the Court. Objections must be postmarked by \_\_\_\_\_, 202\_. Instructions on how to object to the Settlement are available at [www.SavannahConcreteCase.com](http://www.SavannahConcreteCase.com).

**The Court's Fairness Hearing.** The Court will hold a fairness hearing on \_\_\_\_\_, 202\_, at \_\_\_\_\_ [a.m./p.m.]. At this hearing, the Court will decide whether to approve the Settlement, Class Counsel's request for up to 1/3 of the Settlement Amount in attorneys' fees, plus expenses up to \$3.6 million and incentive payments to the class representatives. The petition for fees, expenses and incentive payments will be available on the settlement website. You may appear at the fairness hearing, but you do not have to. You also may hire your own attorney, at your own expense, to appear or speak for you at the fairness hearing. Additional instructions on how to appear and speak at the fairness hearing are available at [www.SavannahConcreteCase.com](http://www.SavannahConcreteCase.com), or you may contact the Settlement Administrator at 1-888-999-5317 or [info@savannahconcretecase.com](mailto:info@savannahconcretecase.com).

*Please do not contact the Court regarding this Notice.*

**[www.SavannahConcreteCase.com](http://www.SavannahConcreteCase.com)**

## **EXHIBIT C**

**UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION**

PRO SLAB, INC., BREMER  
CONSTRUCTION MANAGEMENT, INC.,  
and MICHELLE L. VIEIRA, Chapter 7  
Trustee of FORREST CONCRETE, LLC,  
on behalf of themselves and all others  
similarly situated,

Plaintiffs,

v.

ARGOS USA, LLC, et al.,

Defendants.

Case No. 2:17-cv-03185-BHH

**ORDER PRELIMINARILY APPROVING ELITE SETTLEMENT,  
CERTIFYING SETTLEMENT CLASS, AND DIRECTING NOTICE**

Plaintiffs Pro Slab, Inc., Bremer Construction Management, Inc., and Michelle L. Vieira, Trustee of Forrest Concrete, LLC, (collectively “Plaintiffs”), by Interim Co-Lead Counsel, have submitted the “Settlement Agreement with Elite Concrete, LLC” dated November 6, 2025 (“Settlement” or “Settlement Agreement”), and have applied pursuant to Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”) for an order: (i) preliminarily approving the Settlement; (ii) conditionally certifying, pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3), the Settlement Class defined in the Settlement; (iii) approving and directing the proposed form and manner of notice of the Settlement to the Settlement Class; (iv) scheduling a final fairness hearing for the Settlement; and (v) authorizing and directing additional actions pursuant to the Settlement.

The Court has given due consideration to the terms of the Settlement, the Exhibits to the Settlement, the submissions of the parties in support of preliminary approval of the Settlement,

and the record of proceedings herein, and now finds that the proposed Settlement should be preliminarily approved, the Settlement Class should be conditionally certified, notice should be provided to the Class, and a final hearing should be held to determine whether the Settlement is fair, reasonable and adequate to the Class.

Accordingly, it is hereby Ordered that:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.

2. This Court has jurisdiction of the subject matter of this Action and jurisdiction of the Plaintiffs and Defendants in the above-captioned case (the “Parties”).

3. This Action may be maintained as a class action under Rule 23 for settlement purposes as to Elite Concrete, LLC (“Settling Defendant” or “Elite”) on behalf of the following class (the “Settlement Class”):

All persons or entities who purchased Ready-Mix Concrete during the Class Period directly from a Subject Plant, but excluding Defendants and their employees, Defendants’ respective parents, subsidiaries, and affiliates, and government entities.

4. The “Class Period” means the period from and including January 1, 2010 to July 31, 2016. Settlement ¶5.

5. The “Subject Plants” are described in the Settlement at paragraph 17, and shall be clearly identified in the Long Form Notice and on the settlement website.

6. The Court finds for purposes of settlement that the prerequisites to class certification under Rule 23(a) are satisfied, including:

- a. The proposed Settlement Class is ascertainable based upon objective criteria;
- b. The proposed Settlement Class is so numerous that joinder of all members is impracticable;

- c. There are questions of law and fact common to Plaintiffs and members of the Settlement Class, including whether Elite participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of Ready-Mix Concrete in the Savannah Market (defined in the Motion) at artificially high levels, in violation of Section 1 of the Sherman Act, and whether members of the proposed Settlement Class were injured by the conspiracy;
- d. The claims of the Plaintiffs are based on the same legal theory and are typical of the claims of the members of the Settlement Class; and
- e. The Plaintiffs are represented by counsel experienced in complex litigation, have no interests in conflict with the interests of members of the proposed Settlement Class, have displayed their commitment to representing the interests of members of the Settlement Class during the course of litigation to date, and will fairly and adequately protect the interests of the Settlement Class.

7. The Court finds for purposes of settlement that the prerequisites to class certification under Rule 23(b)(3) are satisfied because questions of law and fact common to all members of the Settlement Class predominate over questions affecting only individual members of that Class, and certification of the Settlement Class is superior to other available methods for fair and efficient resolution of this controversy.

8. The Court appoints Plaintiffs Pro Slab, Inc., Bremer Construction Management, Inc., and Michelle L. Vieira, Trustee of Forrest Concrete, LLC, as Settlement Class Representatives. The Court further appoints Interim Co-Lead Counsel, Renae D. Steiner and Vincent J. Esades of Heins, Mills & Olson, PLC; Irwin B. Levin and Scott D. Gilchrist of Cohen

& Malad, LLP; and Gregory P. Hansel and Michael S. Smith of Preti, Flaherty, Beliveau & Pachios, LLP as Settlement Class Counsel.

9. The Court finds that the terms of the settlement as set forth in the Settlement Agreement are well within the range of a fair, reasonable and adequate settlement between the Settlement Class and the Settling Defendant under the circumstances of this case. The Court therefore preliminarily approves the Settlement and directs the parties to the Settlement to perform and satisfy the terms and conditions of the Settlement Agreement.

10. The proposed Notice Plan, including the Notice of Class Action Settlement and Hearing in the forms attached to the Declaration of Scott D. Gilchrist in Support of Motion for Preliminary Approval of Settlement Agreement and Preliminary Certification of Settlement Classes, Exhibit 2 (“Long Form Notice”) and Exhibit 3 (“Summary Notice”), and the manner of mailing and distribution of such Notice, as set forth in the Declaration of Frank Cordova, Gilchrist Dec. Exhibit 4, is hereby approved by this Court as the best notice practicable to the Settlement Class. The form and manner of notice proposed in the Settlement comply with Rules 23(c) and (e) and the requirements of due process. The Court approves of the selection of Verita Global, LLC as Settlement Administrator. Non-substantive changes, such as typographical errors, can be made to the notice documents by agreement of the parties without leave of the Court.

11. Pursuant to Rule 23(e), a final fairness hearing (the “Fairness Hearing”) shall be held before the undersigned at \_\_\_\_\_ o’clock, on \_\_\_\_\_, at the United States District Courthouse, 85 Broad Street, Charleston, South Carolina, for the purpose of: (a) determining whether the Settlement is fair, reasonable and adequate and should be finally approved; (b) determining whether an order and judgment should be entered dismissing the claims of the Settlement Class members against Elite ; and (c) considering Class Counsel’s application

for service awards for Plaintiffs and an award of attorneys' fees, costs and expenses. The Court may adjourn, continue, and reconvene the Fairness Hearing without further notice to the Settlement Class, and the Court may consider and grant final approval of the Settlement with or without minor modification and without further notice to the Settlement Class.

12. In accordance with the Settlement and the proposed Notice Plan, Class Counsel shall: (i) mail or cause to be mailed to each Class member for whom an address is reasonably available, as soon as practicable but no later than thirty (30) days from the date of this Order, the Long Form Notice; (ii) cause the Summary Notice to be published in the publications recommended by the Settlement Administrator in the submitted Notice Plan to achieve the best notice practicable under the circumstances; (iii) direct the Settlement Administrator to issue a press release and undertake community outreach, as described in the submitted Notice Plan, to distribute information about the Elite Settlement and the settlement website; and (iv) cause the Long Form Notice and Settlement to be posted on a settlement website established by the Settlement Administrator no later than thirty (30) days from the date of this Order.

13. Class members shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must: (i) state that the Class member intends to "opt-out" or request "exclusion" from the Settlement Class; (ii) contain the full name and current address of the person or entity requesting exclusion; (iii) contain the title and a statement of authority of any person requesting exclusion from the Settlement Class on behalf of an entity other than an individual; (iv) contain the title of the Lawsuit: "Pro Slab, Inc., et al. v. Argos USA LLC, et al.;" (v) be signed by the person or on behalf of the entity requesting exclusion; and (vi) be sent to Settlement Class Counsel by U.S. Mail, First Class and postage prepaid, with a postmark on or before \_\_\_\_\_ (the "Exclusion Deadline"). Members of the Settlement Class who submit a

timely and valid request for exclusion shall not participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Settlement Class in accordance with the Notice shall be bound by all determinations and judgments in the action concerning the Settlement, whether favorable or unfavorable.

14. Class members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement. Any objection must: (i) contain the full name and current address of the person objecting; (ii) contain the title and a statement of authority of any person objecting on behalf of an entity other than an individual; (iii) contain the title of the Lawsuit: “Pro Slab, Inc., et al. v. Argos USA LLC, et al.,” (iv) state the reasons for the Class member’s objection; (v) be accompanied by any evidence, briefs, motions or other materials the Class member intends to offer in support of the objection; (vi) be signed by or on behalf of the Class member; and (vii) be sent to the parties and the Court by U.S. Mail, First Class and postage prepaid, with a postmark on or before the date \_\_\_\_\_ (the “Objection Deadline”).

15. Any member of the Settlement Class who does not make his, her, or its objection known in the manner provided in the Settlement and Notices shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement.

16. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement must meet the requirements set forth above, including the deadline for filing objections, must be accompanied by any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention, and must meet the requirements of the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the District of South Carolina.

17. Except for counsel of record for the parties, any lawyer intending to appear at the Fairness Hearing must be authorized to represent a Settlement Class Member, must be duly admitted to practice law before the United States District Court for the District of South Carolina, and must file a written appearance no later than \_\_\_\_\_ (the “Appearance Deadline”). Copies of the appearance must be served on Class Counsel and counsel for the Settling Defendant in accordance with the Federal Rules of Civil Procedure.

18. Not more than fifteen (15) days after the Exclusion Deadline, Class Counsel shall file a Notice of Settlement Class Exclusions, listing the names of all persons or entities who timely and validly excluded themselves from the Settlement Class.

19. On or before \_\_\_\_\_, Class Counsel shall file a motion for approval of any service awards requested for Plaintiffs and for approval of attorneys’ fees and reasonable expenses, to be paid from the Settlement Fund under the terms of the Settlement.,.

20. If Final Approval of the Settlement is not granted, or if the Settlement is terminated for any reason whatsoever, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Plaintiffs and the Settling Defendant in this action, and all Orders issued pursuant to this Settlement shall be vacated.

21. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

\_\_\_\_\_  
Hon. Bruce Howe Hendricks  
United States District Judge

Date: \_\_\_\_\_  
Charleston, South Carolina

## **EXHIBIT D**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION**

PRO SLAB, INC., BREMER CONSTRUCTION  
MANAGEMENT, INC., and FORREST CONCRETE,  
LLC, on behalf of themselves and all others similarly  
situated,

Plaintiffs,

vs.

Case No. 2:17-cv-03185-BHH

ARGOS USA LLC, ARGOS READY MIX LLC,  
LAFARGE NORTH AMERICA INC.,  
COASTAL CONCRETE SOUTHEAST II, LLC,  
THOMAS CONCRETE, INC., THOMAS CONCRETE  
OF SOUTH CAROLINA, INC., EVANS CONCRETE,  
LLC, ELITE CONCRETE, LLC,

Defendants.

**[PROPOSED] ORDER APPROVING SETTLEMENT WITH  
ELITE CONCRETE, LLC AND FINAL JUDGMENT**

WHEREAS, Pro Slab, Inc., Bremer Construction Management, Inc., and Michelle L. Vieira, Trustee of Forrest Concrete, LLC (collectively, “Plaintiffs”), by Settlement Class Counsel, and Defendant Elite Concrete, LLC (“Elite” or “Settling Defendant”), by counsel, entered into the “Settlement Agreement with Elite Concrete, LLC dated November 6, 2025 (“Settlement”); and

WHEREAS, the Plaintiffs moved pursuant to Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”) for an order certifying a Class for settlement purposes, preliminarily approving the proposed Settlement and preliminarily approving the form and plan of notice as set forth in the Settlement;

WHEREAS, on                     , 2025, pursuant to 28 U.S.C. § 1715, Elite notified the Attorney General of the United States and Attorneys General of Alaska, Alabama, Arkansas,

Arizona, California, Colorado, Connecticut, District of Columbia, Delaware, Florida, Georgia, Hawaii, Iowa, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Massachusetts, Maryland, Maine, Michigan, Minnesota, Missouri, Mississippi, Montana, North Carolina, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and the Virgin Islands of the proposed Settlement, and more than 90 days have passed since that notice was given and the entry of this Order;

WHEREAS, on           , 202  , the Court conditionally ordered that this Action may be settled as a class action on behalf of the following class (the “Settlement Class”):

All persons or entities who purchased Ready-Mix Concrete during the Class Period directly from a Subject Plant, but excluding Defendants and their employees, Defendants’ respective parents, subsidiaries, and affiliates, and government entities.

WHEREAS, the “Subject Plants” are identified in the Settlement Agreement at ¶17, and the Class Period is defined in the Settlement Agreement at ¶5 as the period from and including January 1, 2010 to July 31, 2016.

WHEREAS, on           , 202   the Court entered an order certifying the Settlement Class for purposes of settlement, preliminarily approving the Settlement, approving the forms of notice of the Settlement to Class Members, approving and directing the form and manner of notice of the Settlement to be given to Class Members, and scheduling a hearing on final approval (the “Preliminary Approval Order”);

WHEREAS, in accordance with the Settlement and the Preliminary Approval Order: (1) Class Counsel caused the Notice of Class Action Settlement and Hearing in the form attached to the Settlement as Exhibit “A” (“Long Form Notice”) to be mailed by United States First Class Mail to all known members of the Settlement Class for whom an address is available on August

20, 2025; and (2) Class Counsel caused the Summary Notice in the form attached to the Settlement as Exhibit “B” to be published **in the newspapers listed below on the corresponding dates:**

<i>The Beaufort Gazette</i>	
<i>The Coastal Courier</i> (Hinesville)	
<i>The Island Packet</i> (Hilton Head Island)	
<i>The Post and Courier</i> (Charleston)	
<i>The Press &amp; Standard</i> (Walterboro)	
<i>The Press &amp; Standard</i> (Walterboro)	
<i>The Savannah Morning News</i>	
<i>The Sylvania Times</i>	
<i>The Forest Blade</i> (Swainsboro)	
<i>The Metter Advertiser</i>	
<i>The Millen News</i>	
<i>The Claxton Enterprise</i>	
<i>The Statesboro Herald.</i>	

WHEREAS, the Affidavit of Notice filed with this Court by Class Counsel demonstrates compliance with the Preliminary Approval Order with respect to the Mailed Notice, Published Notice, Settlement Website, press release and community outreach, and that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, on \_\_\_\_\_, 202\_, this Court held a hearing on whether the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class (the “Fairness Hearing”); and

WHEREAS, based upon the foregoing, having heard the statements of counsel for the Plaintiffs and Elite, and of such persons as chose to appear at the Fairness Hearing; having considered all of the files, records and proceedings in the Action, the benefits to the Settlement Class under the Settlement, and the risks, complexity, expense and probable duration of further litigation; and being fully advised in the premises;

**THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that:**

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the “Settlement Agreement with Elite Concrete, LLC.”
2. This Court has jurisdiction of the subject matter of this Action and jurisdiction of the Plaintiffs and Defendants in the above-captioned case (the “Parties”).
3. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order.
4. The Plaintiffs and Class Counsel fairly and adequately represent the interests of the Settlement Class in connection with the Settlement.
5. The Settlement is the product of good faith, arm’s-length negotiations by the Plaintiffs and Class Counsel, and Elite and its counsel, and the Settlement Class were represented by capable and experienced counsel.
6. The form, content and method of dissemination of the notice given to members of the Settlement Class, including both published notice and individual notice to all members of the Settlement Class who could be identified through reasonable effort, were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Rules 23(c) and (e) and due process.

7. The Settlement is fair, reasonable and adequate and in the best interests of the Settlement Class, and is approved in all respects. The Court hereby directs the Plaintiffs, the Settlement Class, Class Counsel, Elite, Elite's counsel, the Releasors and Released Parties to effectuate the Settlement according to its terms.

8. The certification of the Settlement Class, under Rules 23(a), (b)(3) and (e), for purposes of effectuating the Settlement, is hereby confirmed.

9. Upon the Effective Date, in consideration of payment of the Settlement Amount as specified in the Settlement Agreement, the mutual promises and commitments contained therein, and for other good and valuable consideration, the Released Parties, and each of them, shall be completely released, acquitted, and forever discharged by Releasors from any and all claims, demands, actions, suits, damages whenever occurred, liabilities of any nature whatsoever (including damages of any kind, penalties, attorneys' fees, and costs) and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, local, statutory, common, or foreign law that Plaintiffs or any other member of the Settlement Class (a) asserted in the operative Third Amended Class Action Complaint in this Action (ECF No. 246) (the "Complaint"), or (b) could have asserted in any forum that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Complaint and that relate to any potentially anticompetitive conduct (collectively herein "Released Claims"), provided, however, that Released Claims shall not include claims unrelated to the foregoing antitrust or anticompetitive claims, such as claims for personal injury, wrongful death, product defect, or breach of contract claims between buyers and sellers of Ready-Mix Concrete. The Releasors shall not, after the Effective Date of this Agreement, seek to establish liability or recover against any of the Released Parties for any of the Released

Claims, provided, however, that nothing in this Agreement shall limit the right of Plaintiffs and Settlement Class Members to establish the liability of other Defendants for damages based on sales of Ready Mix Concrete by the Settling Defendant.

10. \_\_\_\_\_ has timely submitted a valid request for exclusion and is hereby excluded from the settlement class.

11. Upon the Effective Date, for good and valuable consideration, the Released Parties shall be completely released, acquitted, and forever discharged from any and all Released Claims by Releasers against any and all of the Released Parties. The failure of any member of the Settlement Class to opt out by the opt-out date set by the Court or to obtain any payment from the Settlement Fund shall not affect the releases herein. Nor shall the releases be affected in any way by any subsequent determination that the allocation of any payment to the Settlement Class from the Settlement Fund was unfair. Upon the Effective Date, for good and valuable consideration, any claims against Releasers, arising out of, relating to or in connection with the Action as against the Settling Defendant with respect to the Released Claims are hereby released by the Released Parties. As to Elite but not as to any of the Other Defendants, the claims asserted by the Settlement Class in the above-captioned Action are hereby dismissed with prejudice and, except as provided for in the Settlement, without costs. Any claims against Releasers and their counsel arising out of, relating to or in connection with the Action as against Elite are hereby released by the Released Parties and their counsel.

12. The Court hereby reserves its exclusive, general, and continuing jurisdiction over the Plaintiffs, the Settlement Class, Class Counsel, Elite, Elite's counsel, Releasers and Released Parties as needed or appropriate in order to administer, supervise, implement, interpret, or enforce

the Settlement in accordance with its terms, including the investment, conservation, protection of settlement funds prior to distribution, and distribution of settlement funds.

13. Pursuant to Federal Rule of Civil Procedure 54(b), the Court finds there is no just reason for delay and therefore directs entry of this Final Judgment.

SO ORDERED.

Date: \_\_\_\_\_

\_\_\_\_\_  
Hon. Bruce Howe Hendricks  
United States District Judge  
District of South Carolina