

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-Mix 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”):

Argos Plants
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
Elite Plants
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
Evans Plants
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 Oracal 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 Hearst 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
Lafarge Plants
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 Oracal Parkway, Black Creek, GA 31308
Savannah – 620 Stiles Ave., Savannah, GA 31415
Portable Plant 50347 – Various Locations
Coastal and Thomas Plants
Beaufort – 69 Pebble Rd., Beaufort, SC 29906
Bluffton – 28 Benton Field Rd., 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 does 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 contact the Settlement Administrator at 1-888-999-5317 or info@savannahconcretecase.com or by mail at the address listed in Question 13 to provide contact information 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 June 10, 2026, at 10 a.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.

YOUR LEGAL RIGHTS AND OPTIONS (YOU MUST CHOOSE AMONG ONE OF THESE OPTIONS)		DEADLINE
EXCLUDE YOURSELF	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.	April 6, 2026
DO NOTHING	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
OBJECT	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.	April 6, 2026
GO TO A HEARING	If you object, you may also ask to speak in Court about the fairness of the Elite Settlement.	June 10, 2026 at 10 a.m.

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 as *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 Settlement?

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 (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.

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 Elite 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 to Class Members at this time.

10. When will the Settlement be final?

The Court will hold a hearing on June 10, 2026, at 10 a.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 after the Fairness Hearing on June 10, 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 contact the Settlement Administrator at 1-888-999-5317 or info@savannahconcretecase.com or by mail at the address listed in Question 13 to provide contact information so that you can directly receive future communications about the Settlements and a Claim Form, and 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 April 6, 2026, to the following:

Settlement Class Counsel	Settlement Administrator
Scott D. Gilchrist CohenMalad, LLP One Indiana Square, Suite 1400 Indianapolis, IN 46204	<i>Pro Slab, Inc. v. Argos North America Corp.</i> P.O. Box 301172 Los Angeles, CA 90030-1172

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 April 6, 2026 at 10 a.m.

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 April 6, 2026, to the following:

Settlement Class Counsel	Counsel for Elite	The Court
Scott D. Gilchrist CohenMalad, 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 April 6, 2026.

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, P.L.C., 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 April 6, 2026. 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 April 21, 2026, asking for payment of attorneys' fees in the amount of one-third 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 29401, at 10 a.m. on June 10, 2026. 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 has now expired. For more information about the Lafarge, Thomas and Evans Settlements, visit 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. You may also contact the Settlement Administrator at 1-888-999-5317, or info@savannahconcretecase.com or by mail at the address listed in Question 13 above.

IMPORTANT NOTICE REGARDING POSTMARKS: Recent changes to the United States Postal Service's postmarking policy may result in significant delay of up to several days between the date a piece of mail is placed in a mailbox—including a mailbox at a post office—and when it is given a postmark date. Therefore, we highly recommend that you do not wait until the final day to return your claim, opt-out, or objection via mail to avoid issues with postmarks. If mailing on or close to the due date in unavoidable, individuals can request a manual postmark at a USPS retail location to ensure that the postmark date aligns with the date of mailing.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.