

**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 LAFARGE NORTH AMERICA INC.

This Settlement Agreement (“Agreement”) is made and entered into as of this 14th day of April, 2025 (the “Execution Date”) by and among Defendant Lafarge North America Inc. (“Settling Defendant” or “Lafarge”) and Plaintiffs Pro Slab, Inc., Bremer Construction Management, Inc., and Michelle L. Vieira, Trustee of Forrest Concrete, LLC (“Plaintiffs”), both individually and on behalf of a proposed class of all persons or entities who purchased Ready-Mix Concrete from January 1, 2010 to July 31, 2016 (the “Class Period”) directly from the Subject Plants operated by Defendants during the Class Period, defined below, but excluding Defendants, and their employees, and 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 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 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 two days of mediation of this dispute before former United States Magistrate Judge Edward A. Infante of JAMS to resolve the Action on September 14, 2021 and October 17, 2024 in Irvine, California (“Mediation”), and engaged in protracted direct negotiations for several months before the October 2024 mediation; and

WHEREAS, Plaintiffs, through their counsel, have conducted an investigation into the facts and the law regarding the Action 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 believes its defenses to Plaintiffs’ claims are meritorious, but recognizes and wishes to avoid the burden, expense, inconvenience, and distraction associated with further litigation and the uncertainties associated with trial;

NOW, THEREFORE, in consideration of the covenants, agreements and releases set forth herein, for payments by the Settling Defendant of the Settlement Amount, 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, and Defendants' respective parents, subsidiaries, and affiliates, and government entities.
3. "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 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.
4. "Class Member" means each member of the Settlement Class who does not timely elect to be excluded from the Settlement Class.
5. "Class Period" means the period from and including January 1, 2010 to July 31, 2016 (the "Class Period").
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) 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, (b) Settling Defendant has fully paid the Settlement Amount to the Settlement Fund in accordance with this Agreement, 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 Plaintiff and Class Counsel’s reasonable attorneys’ fees as awarded by the Court.

11. “Ready-Mix Concrete” means a product comprised of cement, sand, gravel, 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: Lafarge North America Inc. and its current or former subsidiaries, parents, successors, affiliates, assigns, assignees, current or former employees, agents, heirs, executors, administrators, guardians, attorneys, officers, directors, shareholders, and members, provided that for purposes of this Agreement, Argos USA LLC and Argos Ready Mix LLC and their parents, subsidiaries and affiliates are not successors, assigns, or assignees of Released Parties. Notwithstanding the foregoing, “Released Parties” does not include: (a) any Other Defendant; or (b) any person or entity not covered by the foregoing definition of Released Parties who is shown or alleged to have been a co-conspirator of Defendants with respect to any of the conspiracies alleged in the Complaint.

14. “Releasors” means the Class Representatives and their respective past and present parents, attorneys, subsidiaries, affiliates, agents, heirs, executors, administrators, guardians, successors and assigns; and the 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 \$5,400,000.00. 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:

a. Argos
Hilton Head/Ridgeland – 204 Pearlstine Dr., Ridgeland, SC 29936
Hinesville/Midway – 60 Leroy Coffer 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

Bloomingtondale – 1955 US-80, Bloomingtondale, 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, 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
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d. Lafarge

Hinesville – 60 Leroy Coffey Highway, Midway, GA 31320
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Pooler – 186 Pine Barren Rd., Pooler, GA 31322
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Richmond Hill – 3105 Highway 17, Richmond Hill, GA 31324
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Rincon – 544 Ebenezer Rd., Rincon, GA 31326

Black Creek – 1800 Orafol Parkway, Black Creek, GA 31308
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Savannah – 620 Stiles Ave., Savannah, GA 31415
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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)

e. Coastal and Thomas

Beaufort – 69 Pebble Rd., Beaufort, SC 29906
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Bluffton – 28 Benton Field Dr., Bluffton, SC 29910
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East Savannah – 42 Forbes Rd., Savannah, GA 31404

Pooler – 1724 Old Dean Forest Rd., Pooler GA 31322
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B. Stipulation to Certification of Settlement Class

18. The parties to this Agreement hereby stipulate and agree that, for purposes only of this settlement 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 as follows:

All persons or entities who purchased Ready-Mix Concrete at any time during the Class Period directly from any of the Subject Plants.

In the event this settlement is not approved or becomes void or ineffective for any reason, the execution of this Settlement Agreement and any related papers, the certification of the Settlement Class, and any act taken or court paper filed in furtherance of this Settlement 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 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 41, 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 Settlement Agreement, for the purpose of giving class notice under Federal Rules of Civil Procedure 23(d) and (e)), and (b) 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 the later of (1) 10 business days after Execution Date; or (2) if at any time prior to the expiration of 10 business days after Execution Date, Plaintiffs and any other Defendant execute a Memorandum of Settlement, then within 10 business days after the Execution Date of the formal settlement agreement for that settlement; but in no event more 40 days after the Execution Date in this settlement, Plaintiffs shall submit to the Court a motion for preliminary approval of this Settlement Agreement and certification of the Settlement Class (the "Motion"). If Plaintiffs execute a settlement agreement with one or more other defendants within the above specified time, the Parties shall cooperate in the approval and filing of a single combined motion for preliminary approval of all such settlements, if reasonably practicable. The Motion shall include: (a) a copy of this Settlement 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) to the Long Form Notice shall also be posted 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.

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 is the only information reasonably available concerning the names and, where available, the addresses of potential Class Members known to them. This production fully satisfies any and all obligations Settling Defendant may have to assist in identifying potential 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 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 official 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 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;
- (c) reserving exclusive jurisdiction over the settlement, the Settlement Fund and this Agreement, including the administration and consummation of this settlement; and

- (d) 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, and shall relate back to the Execution 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 paragraph 33 or 39 of this Agreement.

E. Release and Discharge

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 and causes of action at law or in equity, or pursuant to statute, whether known or unknown, whether fraudulently concealed or otherwise concealed, or whether the damages or injury have fully accrued or will accrue in the future, whether class, individual or otherwise in nature, that Releasors, or any of them, ever had, now have, or hereafter can, shall, or may have on account of, or related to, or arising out of or resulting from conduct, including but not limited to any conduct or action or inaction related to or arising out of any alleged conspiracy, combination or agreement concerning directly or indirectly the pricing, selling, discounting, marketing, manufacturing, distributing, bid or job rigging, customer or market allocation of

Ready-Mix Concrete in or from the Subject Plants or any other plants listed in paragraph 218 of the Third Amended Class Action Complaint between January 1, 2010 and December 31, 2018, including but not limited to any conduct alleged, and causes of action asserted, or that could have been alleged or asserted, in the Complaint filed in the Action or any amendment thereto, which arises under any federal or state antitrust or anticompetitive statute, law, rule, regulation, or common law doctrine, whether pursuant to a conspiracy or otherwise, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. §§ 1, *et seq.*, (collectively herein “Released Claims”), provided, however, that Released Claims (i) shall not include claims not related 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; and (ii) shall not include claims based upon the indirect purchase of Ready-Mix Concrete. The Releasors shall not, after the Effective Date of this Agreement, seek to recover against any of the Released Parties for any of the Released Claims.

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 Releasors 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 Releasors, 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 the Settlement Amount in accordance with the terms of this Agreement. The Settlement Amount shall be remitted by the Settling Defendant by wire-transfer, within 30 days of the Court's Order granting preliminary approval of this settlement, into the Settlement Fund at Huntington Bank and pursuant to instructions from Class Counsel, to be administrated in accordance with the provisions of Section G 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, 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.

33. Opt Outs

- (a) 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 (the “Opt Outs”) and their class period purchase dollar amounts from the Subject Plants (the “Exclusion Amounts”).

- (b) In the event that the sum of the Exclusion Amounts is equal to or greater than the amount specified in the separate Confidential Letter Agreement between Plaintiffs and the Settling Defendant, then the Settling Defendant shall have the right to withdraw from this Settlement Agreement by providing written notice to Settlement Class Counsel within ten business days after receipt of the list of opt-outs and exclusion amounts.
- (c) Upon receipt of such notice, Settlement Class Counsel shall, within five business days, provide the Settling Defendant with written notice of any challenge by Plaintiffs to Settling Defendant’s asserted right to withdraw from this Settlement Agreement.
- (d) In the event the parties are unable to agree upon the Exclusion Amount or the Settling Defendant’s right to withdraw from this Agreement under this paragraph, they shall submit the issue to the Court within five business days after Settlement Class Counsel’s notice to the Settling Defendant of Plaintiffs’ challenge, for decision, and the Court’s decision will be final, binding, and not appealable.
- (e) Plaintiffs may attempt to obtain rescission of any decision by a Settlement Class Member to request exclusion prior to the Settling Defendant invoking their right of withdrawal under this paragraph, and if Plaintiffs provide the Settling Defendant with written rescission of one or more requests for exclusion that lowers the sum of Exclusion Amounts below the threshold

necessary to trigger the Settling Defendant' right to withdraw, then the Settling Defendant may not withdraw pursuant to this paragraph. Neither Plaintiffs nor the Settling Defendant shall solicit or advise potential Settlement Class Members to request exclusion from the Settlement Class.

G. The Settlement Fund

34. The Settlement Fund shall at all times be subject to the jurisdiction of the Court. Both before and after the Court issues any final order approving this Agreement, disbursements for reasonable expenses (not including attorneys' fees) associated with the following may be made from the Settlement Fund as directed by Class Counsel: providing notice of the settlement to the Settlement Class, administering this Agreement and 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 41 of this Agreement. Such reasonable expenses 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.

35. 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 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 Other Defendants.

36. Class Counsel shall have the sole responsibility, subject to Court approval, and in no event shall any of 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.

37. 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.

38. 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.

H. Rescission if the Agreement is Not Finally Approved

39. 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.

40. 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 33 or 39 of this Agreement. The Settling Defendant enters into 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 Class definition 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. 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 33 or 39 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 Third Amended Class Action 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.

I. Taxes

41. 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 Amounts, unless the settlement is not consummated and the Settlement Amounts are 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.

J. Miscellaneous

42. Authentication and Business Records Status of Specified Materials Produced

(a) If reasonably necessary for Plaintiffs' use at trial or in motion practice, the Settling Defendant agrees to use reasonable best efforts to provide a written declaration or evidence as required by the Court, pursuant to Fed.R.Evid. 901, of the authenticity and, pursuant to Fed.R.Evid. 803(6) and 902(11), of the status as records of a regularly conducted activity of documents and Electronically Stored Information produced by the Settling Defendant in the Action and specified by Plaintiffs (i.e. not all documents and ESI produced by the Settling Defendant).

(b) The Settling Defendant agrees to withdraw from any joint defense or similar agreement related 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, and 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 the 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. 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.

43. This Agreement does not settle or compromise any claim by Plaintiffs or any 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 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 Class Members.

44. The Court 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 Plaintiff and the Settling Defendant.

45. 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.

46. The Settling Defendant agrees not to retaliate or discriminate against Plaintiffs on account of their having brought the Action or entered into this Settlement Agreement.

47. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Releasors and Released Parties, provided that for purposes of this Agreement, Argos USA LLC and Argos Ready Mix LLC and their parents, subsidiaries and affiliates are not successors or assigns of 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 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.

48. 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.

49. 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.

50. 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, Releasors, and Released Parties any right or remedy under or by reason of this Agreement.

51. 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.

52. 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.

53. 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.

54. 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

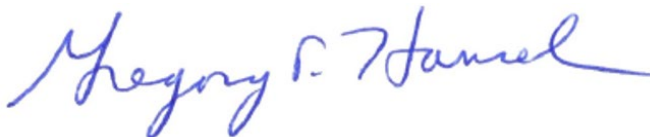
as of the Execution Date first above written.



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Interim Co-Lead Counsel for Plaintiffs and the Proposed Class

¹ 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.



Heather P. Lamberg (admitted *pro hac vice*)

Eric J. Mahr (admitted *pro hac vice*)

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*Counsel for Defendant Lafarge North
America Inc.*

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 case is scheduled to be trial ready by October 2025.
- The Settlement is between the Plaintiffs in the Lawsuit and Defendant Lafarge North America, Inc. (the "Lafarge Settlement"), and affects the rights of direct purchasers of Ready-Mix Concrete from Lafarge 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 Lafarge Settlement and has certified the following "Settlement Class": 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”):

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 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
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 Orafol 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 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 Settlement Class and its 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 complete a contact form on 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 Settlement Class of the proposed Lafarge 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 Settlement on , 2025. The Court must decide whether to approve the 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 Lafarge Settlement, in which case you will not be eligible to receive any payments from the Lafarge Settlement that are approved by the Court, or to comment on the Lafarge Settlement. This is the only option that allows you to be part of any other lawsuit against Lafarge about the legal claims brought or which could be brought in this case.	M/D/Y
DO NOTHING	If you chose to do nothing you will remain eligible to receive any payments from the Lafarge 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 Lafarge based on direct purchases from the Subject Plants during the Class Period. If you choose to do nothing, and the Lafarge Settlement is approved by the Court, you will be required to submit a claim form to receive money from the Settlement.	N/A
OBJECT	Write to the Court if you do not think the Lafarge Settlement is fair. If you exclude yourself from the Lafarge Settlement you may not object.	M/D/Y

GO TO A HEARING	If you object, you may also ask to speak in Court about the fairness of the Lafarge Settlement.	M/D/Y
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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 Lafarge Settlement, your legal rights, what benefits may be available, who may be eligible for them, and what you will be giving Lafarge in this Settlement.

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 Class 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 Class. 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 Lafarge Settlement is fair, reasonable and adequate to the 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 Lafarge agreed to settle to avoid the costs and risks of trial. The Lafarge Settlement provides the opportunity for payments or other benefits to be made available to Class Members. Under the Lafarge Settlement, Class Members give Lafarge 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 Lafarge 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 Class Member 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 Class??

If you are still not sure if you are included, please review the detailed information contained in the Lafarge Settlement, available on the settlement website, www.SavannahConcreteCase.com (the “Settlement Website”). You may also call the Settlement Administrator at 1-YYY, or contact Class Counsel at (dedicated phone number) or (dedicated email), or by mail at the address listed in Question 13 below.

THE SETTLEMENT TERMS

8. What does the settlement provide?

Lafarge has agreed to pay the amount of \$5,400,000 (the “Settlement Amount”) pursuant to the terms of the Lafarge Settlement.

The Lafarge Settlement was achieved after several years of litigation and numerous negotiating sessions between Class Counsel and the lawyers for Lafarge. 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 Lafarge Settlement provides a fair and efficient resolution of the Plaintiffs' and Class Members' claims against Lafarge in the Lawsuit.

Under the terms of the Lafarge Settlement, Lafarge has deposited or will deposit the Settlement Amount into a settlement fund. Class Counsel will seek Court permission to distribute part of the 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 \$15,000 each for the Lafarge settlement). The Settlement Amount remaining after Court-approved distributions for these payments is called the "Lafarge Net Settlement Fund."

9. How will the LaFarge Net Settlement Fund be distributed to Class Members?

Subject to Court approval, the proposed distribution of the LaFarge 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 Lafarge Net Settlement Fund will not be distributed Class Members at this time.

10. When will the Settlement be final?

The Court will hold a hearing on [REDACTED], 2025 to decide whether to give final approval to the Lafarge Settlement. If the Court approves the Lafarge Settlement and there are no appeals, the Lafarge Settlement will become final thirty (30) days after the Court's approval.

You can check www.SavannahConcreteCase.com after the Fairness Hearing on [REDACTED] to confirm whether the Court has approved the Lafarge 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 Lafarge Settlement. Once the Court approves a method of distributing the Settlement Fund, 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 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.

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

If you wish to exclude yourself from the Settlement Class, you must mail a written request for exclusion, no later than [REDACTED], 2025 to the following:

Settlement Class Counsel
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 Settlement Class for claims against Lafarge;
- 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 [REDACTED], 2025.

You cannot exclude yourself by phone or email.

14. If I do not exclude myself, can I sue Lafarge later?

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

COMMENTING ON THE SETTLEMENT**15. How do I tell the Court I do not think the Settlement is Fair?**

If you are a Class Member and have not excluded yourself, you can object to the Lafarge Settlement or any part of the Lafarge Settlement. The Court will consider your views. Your objection must be in writing, and must be mailed no later than , 2025 to the following:

Settlement Class Counsel	Counsel for Lafarge
Scott D. Gilchrist Cohen & Malad, LLP One Indiana Square, Suite 1400 Indianapolis, IN 46204	Heather P. Lamberg FRESHFIELDS US LLP 700 13th St NW Washington, D.C. 20005
The Court	
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 Lafarge 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;

- 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 [REDACTED], 2025.

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

17. Can I have a lawyer represent me?

The law firms of Cohen & Malad, 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 [REDACTED], 2025. Copies of the appearance must be served on Class Counsel and counsel for Lafarge 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 a Class Member and will remain eligible for any benefits available under the Lafarge Settlement. If the Court approves the Lafarge Settlement, you will be bound by its terms as well as any Court orders related to the Lafarge Settlement, and a release will be granted to Lafarge of any rights you may have to pursue the same legal claims in this case against it. To receive payments from the Lafarge Settlement, you will be required to submit a completed Claim Form. Once the Court approves a method of distributing the Settlement Fund, 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 [REDACTED] asking for payment of attorneys' fees in the amount of 1/3 of the Settlement Amount, and the reimbursement of reasonable expenses, not to exceed \$2.6 million, to be paid from the Settlement Amount. The petition will be available on the settlement website. The Court may consider whether to approve the payment of attorneys' fees and expenses in this amount 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 Settlement Amount. These fees and expenses, however, will not be paid until the LaFarge Settlement becomes Final. The costs of providing this Notice and published notice of the Lafarge Settlement, and the costs of settlement administration, will also be paid from the 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 [REDACTED] o'clock on [REDACTED], 2025. At the Fairness Hearing, the Court will consider whether the Lafarge 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 Lafarge 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 Lafarge 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 Settlement Class, you may not object to the Lafarge Settlement and you may not speak at the Fairness Hearing

23. How can I get more information?

This Notice summarizes the proposed LaFarge Settlement. More details are in the Settlement Agreement. You can find a copy 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 (dedicated phone number) or (dedicated email), 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 Lafarge North America, Inc. (“Lafarge”) in a class action lawsuit against Lafarge, Argos USA LLC, Argos Ready Mix LLC, Coastal Concrete Southeast II, LLC, Thomas Concrete, Inc., Thomas Concrete of South Carolina, Inc., Evans Concrete, LLC and Elite Concrete, 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. Lafarge 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.

What does the Settlement provide? Lafarge has agreed to pay \$5,400,000 (“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 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 [REDACTED], 2025. Unless you exclude yourself, you will not be able to bring your own lawsuit against Lafarge for any claim released by the Settlement. Instructions on how to exclude yourself from the Settlement are available at 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 Lafarge, and the Court. Objections must be postmarked by [REDACTED], 2025. Instructions on how to object to the Settlement are available at www.SavannahConcreteCase.com.

The Court's Fairness Hearing. The Court will hold a fairness hearing on [REDACTED], 2025, at [REDACTED] :00 [REDACTED].m. At this hearing, the Court will decide whether to approve the Settlement, Class Counsel's request for up to 1/3 of the Lafarge Settlement Amount in attorneys' fees, plus expenses up to \$2.6 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, or you may contact the Settlement Administrator at (dedicated phone number) or (dedicated email).

Please do not contact the Court regarding this Notice.

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 LAFARGE 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 Lafarge North America, Inc.” dated April 14, 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 Lafarge North America, Inc. (“Settling Defendant” or “Lafarge”) 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 Lafarge 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 Carla Peak, 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.

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 Lafarge North America, Inc.; 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 Lafarge 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 the 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.

**ORDER APPROVING SETTLEMENT WITH
LAFARGE NORTH AMERICA, INC. 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 Lafarge North America, Inc. (“Lafarge”), by counsel, entered into the “Settlement Agreement with Lafarge North America, Inc., dated April 14, 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, Lafarge notified the United States Attorney General and the Attorney Generals of _____ of the proposed Settlement, and more than 90 days have passed since that notice was given and the entry of this Order;

WHEREAS, on _____, 2025, 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 one of Defendants’ Subject Plants, 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 _____, 2025 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 _____, 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>	
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<i>The Coastal Courier</i> (Hinesville)	
<i>The Island Packet</i> (Hilton Head Island)	
<i>The Post and Courier</i> (Charleston)	
<i>The Press & Standard</i> (Walterboro)	
<i>The Press & 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 _____, 2025, at _____ .m., 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 Lafarge, 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 Lafarge North America, Inc.”

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 Lafarge 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, Lafarge, Lafarge 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 of the Settlement, 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 and causes of action at law or in equity, or pursuant to statute, whether known or unknown, whether fraudulently concealed or otherwise concealed, or whether the damages or injury have fully accrued or will accrue in the future, whether class, individual or otherwise in nature, that Releasors, or any of them, ever had, now have, or hereafter can, shall, or may have on account of, or related to, or arising out of or resulting from conduct, including but not limited to any conduct or action or inaction related to or arising out of any alleged conspiracy, combination or agreement concerning directly or indirectly the pricing, selling, discounting, marketing, manufacturing, distributing, bid or job rigging, customer or market allocation of Ready-Mix Concrete in or from the Subject Plants or any other plants listed in paragraph 218 of the Third Amended Class Action Complaint between January 1, 2010 and December 31, 2018, including but not limited to any conduct alleged, and causes of action asserted, or that could have been alleged or asserted, in the Complaint filed in the Action or any amendment thereto, which arises under any federal or state antitrust or anticompetitive statute, law, rule, regulation, or common law doctrine, whether pursuant to a conspiracy or otherwise, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. §§ 1, *et seq.*, (collectively herein “Released Claims”), provided, however, that Released Claims (i) shall not include claims not related 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; and (ii) shall not include claims based upon the indirect purchase of Ready-Mix Concrete. The Releasors shall not, after the Effective Date of this Agreement, seek to recover against any of the Released Parties for any of the Released Claims.

10. As to Lafarge 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.

11. Any claims against Releasors and their counsel arising out of, relating to or in connection with the Action as against Lafarge 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, Lafarge, Lafarge counsel, Releasors 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