

**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 THOMAS 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 Thomas Concrete, Inc. and Thomas Concrete of South Carolina, 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 Thomas Concrete, Inc. and Thomas Concrete of South Carolina, Inc. (“Thomas” or “Settling Defendant”) 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 Thomas 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 **10:00 a.m. on Monday, November 3, 2025**, 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 Thomas Concrete, Inc. and Thomas Concrete of South

Carolina, 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 Thomas 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 September 19, 2025 (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 September 19, 2025 (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 September 19, 2025 (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 October 4, 2025, 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.

/s/Bruce H. Hendricks
United States District Judge

Date: July 21, 2025
Charleston, South Carolina