

**IN THE UNITED STATES DISTRICT COURT
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,

v.

ARGOS USA, LLC, et al.,

Defendants.

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

**JOINT DECLARATION OF INTERIM LEAD COUNSEL
IN SUPPORT OF
PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, REIMBURSEMENT OF
EXPENSES, AND SERVICE AWARDS
RELATED TO SETTLEMENTS WITH LAFARGE NORTH AMERICA, INC.,
EVANS CONCRETE, LLC AND THOMAS CONCRETE, INC. AND THOMAS
CONCRETE OF SOUTH CAROLINA, INC.**

We, Renae D. Steiner, Scott D. Gilchrist, and Gregory P. Hansel, declare and state as follows:

1. Renae D. Steiner is a partner in the law firm of Heins Mills & Olson, P.L.C. ("Heins Mills"). She submits this declaration in support of Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Awards Related to Settlements with Lafarge North America, Inc., Evans Concrete, LLC and Thomas Concrete, Inc. and Thomas Concrete Of South Carolina, Inc.

2. Scott D. Gilchrist is a partner in the law firm of CohenMalad, LLP ("CohenMalad"). He similarly submits this declaration in support of Plaintiffs' Motion for

Attorneys' Fees, Reimbursement of Expenses, and Service Awards Related to Settlements with Lafarge North America, Inc., Evans Concrete, LLC and Thomas Concrete, Inc. and Thomas Concrete Of South Carolina, Inc.

3. Gregory P. Hansel is a partner in the law firm of Preti, Flaherty, Beliveau & Pachios, LLP ("Preti Flaherty"). He similarly submits this declaration in support of Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Awards Related to Settlements with Lafarge North America, Inc., Evans Concrete, LLC and Thomas Concrete, Inc. and Thomas Concrete Of South Carolina, Inc.

4. We jointly make this declaration ("Joint Decl.") based on our personal knowledge and if called as witnesses, we could and would competently testify to the matters stated herein.

5. The Court appointed Heins Mills, CohenMalad, and Preti Flaherty as Interim Lead Counsel to the Class on March 2, 2018. *See* ECF No. 94. Together, Interim Lead Counsel and a number of other Class Counsel firms (collectively, "Class Counsel") have vigorously and efficiently prosecuted this Action over a period of approximately eight years, to the benefit of the Class.

I. Class Counsel's Efforts to Advance This Litigation and Achieve Favorable Settlements.

6. All work completed in litigating this Action, since case inception, was performed either by Interim Lead Counsel or at the request and direction of Interim Lead Counsel.

7. Class Counsel are working on a contingent fee basis, and without any guarantee of compensation or reimbursement for the extraordinary amount of time and expenses they have incurred and devoted to this Action, as explained more fully herein.

8. Class Counsel have devoted significant time to this litigation since inception, as detailed below. This time and effort have successfully advanced the litigation towards trial and has directly led to this settlement and others that will be before the Court in the coming months.

9. Beginning in 2017, Interim Lead Counsel conducted extensive pre-complaint research of the ready-mix concrete (“RMC”) industry and its economics in connection with drafting and filing the initial complaint on November 22, 2017. ECF No. 1. That research drew on Interim Lead Counsel’s extensive experience in litigating other ready-mix concrete antitrust cases, and included engaging and consulting with economist Russell Lamb, Ph.D., during their pre-suit investigation and the discovery phase of this case. Dr. Lamb ultimately prepared voluminous reports in support of class certification and on the merits.

10. As the initial stages of litigation began, Class Counsel negotiated and drafted multiple case management protocols, including but not limited to, discovery plans, the ESI protocol, a Protective Order, and an expert stipulation (and later, a Privacy Act order). Class Counsel conducted extensive discovery negotiations and motion practice with Defendants on topics ranging from (1) production of documents and transactional data, (2) the identification of appropriate document custodians, (3) the use of search terms, (4) the completeness of discovery responses, and (5) deposition scheduling. Motion practice typically followed weeks of meeting and conferring and resulted in numerous joint letters, motions and hearings.

11. The civil action was filed well in advance of any public knowledge of a federal criminal investigation. In the two years between when Plaintiffs filed their Complaint and the United States Department of Justice (“DOJ”) intervened and announced a criminal investigation into the same conduct, Class Counsel prepared and filed Amended Complaints, which reasserted their substantive claims and clarified Defendants’ corporate structure, and defended motions to

dismiss. In support of Plaintiffs' Complaint, Class Counsel researched and drafted comprehensive memoranda of law in opposition to Defendants' two rounds of motions to dismiss; litigated numerous discovery issues, including engaging in critical motion practice, as well as contesting (and successfully precluding) downstream discovery of Plaintiffs pricing and sales transactions; served and negotiated the scope of third party discovery from cement companies – including opposing motions to quash – and from various other third parties, including absent class members and other RMC companies; and litigated through voluminous motion practice the scope of Defendants' document production and the sufficiency of Defendants' interrogatory responses.

12. Although this case is a prototypical antitrust case, some unique issues arose. The motions to dismiss raised issues of statute of limitations and fraudulent concealment, personal jurisdiction, failure to state a federal claim, lack of personal jurisdiction, failure to adequately allege claims of pre-2011 and post-2014 conduct and statute of limitations defenses, as well as whether the correct corporate entities for the multi-national Defendants Lafarge, Argos and Thomas were properly named as defendants. Because RMC is sold in local, not national markets, the issue of what RMC plants and transactions were part of a properly specified market has been heavily contested by Defendants. Because of asset sales, Defendants' local ownership of certain RMC plants also changed during the class period, requiring Plaintiffs to understand the timing, terms and continuity of changes to the pricing authority employees at Argos, Lafarge, Coastal and Thomas.

13. In November 2019, the DOJ moved to intervene and stay certain discovery and depositions. At DOJ's request, the Court entered a series of limited stays of discovery, delaying depositions and suspending Defendants' obligation to answer discovery related to the criminal investigation. *See, e.g.*, ECF Nos. 208 and 219. Prior to re-opening their criminal investigation,

the federal government and the State of Georgia declined to intervene in the *Qui Tam* action filed by whistleblower, Chris Young, and that action was administratively closed in December 2014. Thus, unlike many antitrust cases, there were no prior successful criminal investigations or indictments. Indeed, the opposite was true—the federal government declined to take on the *Qui Tam* complaint. Thomas’s documents were not subpoenaed by the DOJ until Spring, 2018, nearly five months after Class Counsel filed their Complaint. The DOJ’s re-opened criminal investigation was not public until after it moved to intervene in this case—more than two years after the Complaint was filed and after motions to dismiss were fully briefed.

14. Although certain document discovery and depositions were stayed until the conclusion of the DOJ action, during the limited stay, voluminous document discovery was completed. Plaintiffs obtained and reviewed hundreds of thousands of pages of documents from Defendants and non-parties, obtained and analyzed (through their experts) transactional data from all Defendants, and reviewed and transcribed dozens of audio recordings collected by Chris Young, Lafarge’s sales manager and then Argos’ sales manager after Lafarge was purchased by Argos.

15. That discovery involved nearly 150 document custodian and more than 650,000 documents and communications, as well as phone records and text messages obtained from Defendants and document productions by multiple third parties (including cement suppliers, RMC companies and potential class members). Plaintiffs and Co-Lead Class Counsel also fulfilled their own discovery obligations, in response to fulsome discovery by Defendants. Defendants collectively served over 65 interrogatories and 200 document requests. Plaintiffs produced over 90,000 pages of documents, including their transactional data.

16. Class Counsel conducted extensive fact and expert discovery, including preparing for, and conducting or defending at least 24 Rule 30(b)(1), 30(b)(6), and expert depositions, including two multi-witness Rule 30(b)(6) depositions and two multi-day depositions. Because this case alleges conduct in 2010-2016, many of the key witnesses are no longer employed by Defendants and/or Defendants chose not to represent the witness. Extensive effort was expended to locate witnesses and negotiate their participation in depositions. Two key witnesses—David Melton and Greg Melton—are incarcerated, which required court orders to allow their depositions to be taken in prison, resulting in cumbersome scheduling and technical logistic preparation and negotiations with their counsel. Class Counsel defended five depositions of Plaintiffs' representatives, and took depositions of Defendants' key witnesses, including David Melton, Greg Melton, James Pedrick, Tommy Strickland, Bo Strickland, Trey Cook, Tommy Waters, Mark Turner and David Howard. Plaintiffs also took or defended the depositions of the experts disclosed in this case, Drs. Lamb, Matta and Wu.

17. Working with the DOJ thru the *Touhy* process, Class Counsel obtained reports of witness interviews conducted by the Inspectors General for the Department of Defense and the United States Postal Service, the FBI and the DOJ, as well as the production of audio tapes, transcripts of sworn testimony and other documents. That process required extensive negotiation with the DOJ about the scope of allowed disclosure, the types of documents sought and from whom within the federal government, as well as negotiating a Privacy Act Order to protect confidential information.

18. Counsel researched and drafted a comprehensive motion for class certification, including assembling the common liability evidence reflected in more than 130 evidentiary exhibits and 232 pages of expert reports, plus appendices. Plaintiffs' experts obtained, cleaned

and compiled data for more than 800,000 unique sales transactions with Class Counsel's assistance in getting data field questions resolved. On August 22, 2025, the class certification hearing was held. Based on the extensive briefing and hearing oral arguments, the Court stated that it is inclined to grant plaintiffs' motion for class certification. That decision is tentative until a signed order is issued.

19. As explained in more detail in the Declaration of Scott D. Gilchrist, filed with the Motion for Final Approval of the Lafarge Settlement (ECF No. 516), Interim Co-Lead Class Counsel, with the aid of two mediators and in close consultation with Plaintiffs, ultimately agreed to a settlement with Lafarge.¹ After the Lafarge Settlement was executed, Class Counsel sought proposals for the settlement administration, which includes the notice program, website (savannahconcretecase.com), claims administration and setting up the banking requirements for the Settlement Funds.

20. The litigation continued against the other Defendants. Between that settlement and now, Plaintiffs' counsel completed the fact discovery detailed above, including the review of the documents withheld pursuant to the DOJ stay, completed fact and trial depositions and filed the class certification motion.

21. On February 7, 2025, Plaintiffs and Thomas participated in an in-person mediation session with Gregory P. Lindstrom of Phillips ADR Enterprises (PADRE), which included the submission of extensive and detailed mediation statements and documents and some direct engagement on key issues. After a full-day mediation, the Plaintiffs and Thomas agreed to the mediator's proposal to resolve the proposed Class's claims in exchange for payment by Thomas

¹ All capitalized terms in this Declaration have the same meanings as those defined in the Agreements.

of \$7,600,000 and certain cooperation including providing deposition testimony and establishing the business records status and authenticity of certain documents produced by Thomas.

22. On May 16, 2025, Plaintiffs and Evans participated in an in-person mediation session with Mr. Hughes in Atlanta, which included the submission of extensive and detailed mediation statements and documents and some direct engagement on key issues. After a full-day mediation, the Plaintiffs and Evans agreed to the mediator's proposal to resolve the proposed Class's claims in exchange for payment by Evans of \$5,800,000, which, subject to certain additional terms, shall be reduced to \$5,650,000 if the additional terms are satisfied, and certain cooperation, including providing deposition testimony and establishing the business records status and authenticity of certain documents produced by Evans.

23. Class Counsel performed numerous tasks necessary to achieve favorable and reasonable settlements, including: analyzing economic evidence and data and formulating settlement demands; engaging in extensive arm's-length negotiations with Defendants, in some cases with the assistance of nationally-renowned mediators; negotiating and preparing drafts of the settlement agreements and negotiating over their cooperation and other terms; and preparing the preliminary approval motions and escrow agreements for the settlements. Part of the settlement process included obtaining competitive quotes and then retaining and working with a competent class-notice and claims administration expert to formulate a notice program and claims administration process and subsequently implementing that plan after approval by the Court.

24. Class Counsel individually and collectively have decades of experience in prosecuting and trying complex antitrust class actions. Collectively, they have recovered billions of dollars for class members in other complex antitrust class actions. From the outset, Class Counsel were well-positioned to evaluate the strengths and weaknesses of Plaintiffs' claims, as

well as the appropriate basis upon which to settle them due to their participation in other class action cases involving Ready-Mix Concrete including cases in Indiana and Iowa.

25. The foregoing outline of the various tasks performed obviously cannot detail each and every task performed by Class Counsel over the course of this arduous litigation, as many other tasks large and small have been performed.

II. The Settlements, the Settlement Funds, and the Proposed Allocation of Fees, Expenses and Service Awards.

26. Class Counsel has experience understanding what information is critical in determining the strengths and weaknesses of Plaintiffs' case, and what data was necessary to calculate the Settlement Class members' damages. Class Counsel spent considerable time analyzing data, including Defendants' pricing, sales, and market information, with the assistance of Dr. Russell Lamb, a well-qualified expert. The negotiations were adversarial and at arm's length, and in each instance, in addition to the mediation sessions themselves, Class Counsel directly engaged with each settling Defendants' counsel on issues of disagreement.

27. The Lafarge, Thomas and Evans Settlements were each achieved after several years of litigation and numerous negotiating sessions between Class Counsel and the lawyers for Lafarge, Thomas and Evans. *Id.* at ¶23-24. The Lafarge Settlement provides \$5,400,000; the Thomas Settlement provides \$7,600,000; and the Evans Settlement provides \$5,800,000, which can be reduced to \$5,650,000, based on the payment timing. These Settlements Amounts collectively are \$18,650,000 (or \$18,800,000 if Evans does not pay its second payment until the later allowed date).

28. The Lafarge Settlement represents 19.71% of class wide damages. The Thomas Settlement of \$7,600,000 represents 27.75% of class wide damages. The Evans Settlement of \$5,650,000 represents 20.63%. Collectively, the Settlement Amounts represent 68.1% of single

damages. If the court awards the requested attorneys' fees, expense reimbursement and Service Awards, the net recovery to date for Class Members would be approximately 31.8% of single damages.

29. Each settlement requires the settling Defendant to deposit the Settlement Amount (or in the case of Evans, a substantial amount of the Settlement Amount) in a Qualified Settlement Fund set up by Plaintiffs' settlement administrator. Those Settlement Amounts have been deposited in a Qualified Settlement Fund ("QSF") account at Huntington Bank. Each Settlement Amount is segregated into its own fully secured money market sub-fund and accruing interest at a current rate of 3.92% (the rate is subject to market fluctuation). All funds are held under one TIN (Tax Identification Number), to reduce the annual cost to prepare and file the federal and state annual tax returns. As defined in the Settlement Agreements, the "Settlement Fund" means the Settlement Amounts paid by settling Defendants, and any interest earned thereon. By the terms of the Agreements, any interest earned is part of the Settlement Fund.

30. \$17,000,000 in Settlement Funds principal is currently in escrow; the additional funds from Evans will be funded either 10 days after the Effective Date (which is triggered by the Final Approval Order and the running of any appeals period or appeal resolution) or seven months after the Effective Date. Interest accrued at 4%, compounded monthly, through September 21, 2025; the current rate is 3.92%. As of September 30, 2025, accrued interest in the three Settlement Funds is \$105,876.77 (\$52,780.32 in the Lafarge sub-fund; \$28,149.33 in the Thomas sub-fund; and \$24,947.12 in the Evans sub-fund). Interest is accruing at a rate of approximately \$55,533 a month across all three sub-funds (before compounding).

31. Class Counsel proposes distribution of fees from the Settlement Amounts, plus the *pro rata* interest, upon the availability of each Settlement Fund.

32. Class Counsel propose that one-third attorneys' fees be awarded from each Settlement Fund, that the class wide expenses be reimbursed in proportion to each settlement, and that the Service Awards be granted in the amounts disclosed to the Settlement Classes in the Notices:

SETTLEMENT	LAFARGE	THOMAS	EVANS	TOTALS
Gross Fund ²	\$5,400,000	\$7,600,000	\$5,650,000 ³	\$18,650,000
Fees	\$1,800,000	\$2,533,333	\$1,883,333	\$6,216,666
Expenses	\$1,044,000	\$1,467,000	\$1,089,000	\$3,600,000
Service Awards	\$45,000	\$30,000	\$30,000	\$105,000
NET FUND	\$2,526,000	\$3,554,667	\$2,632,667	\$8,713,334

33. The requested attorneys' fees, reimbursement of expenses and Service Awards, if granted, would result in a Net Settlement Fund of \$8,713,334, plus 2/3 of the accrued interest.⁴ Resolving the fee, expense and Service Awards recovery amounts allows the calculation of the Net Settlement Funds, so that claims may be distributed. Plaintiffs will shortly move to have the Court approve a method of distribution that the Settlement Funds will be allocated among approved claimants according to the amount of their recognized purchases of RMC from Defendants during the Class Period, after payment of attorneys' fees, litigation and administration costs and expenses, and service awards for Class Representatives. Without knowing what the deductions to the gross Settlement Funds will be, the Net Settlement Fund cannot be determined, and the *pro rata* distribution cannot be determined.

² The Gross Fund does not include the accruing interest. Interest through September 30, 2025 is \$105,876.77. Interest is accruing at the current rate of approximately \$55,533 (before compounding) each month.

³ If Evans choses the extended-pay option, the fees from the \$5,800,000 Settlement Amount, would be \$1,933,333 (\$50,000 more), plus one-third of the accrued interest.

⁴ The cost of notice and claims administration would be deducted from the Net Fund.

III. Attorneys' Fees and Notice.

34. The Parties discussed attorneys' fees and costs only after agreeing on all other material terms of this Settlement. No Class member has objected to the Settlement or request for attorneys' fees, and only two opt-outs in total (one from the Lafarge settlement class, one from the Evans and Thomas settlement class) has been received.

35. The timing of the fees and expenses payments—proposed to come only *after* (1) final approval of this settlement; (2) the deadline for requests for exclusion; (3) the deadline for any objections to the settlement; and (4) the deadline for any objections to the requested amount of attorneys' fees—also supports the adequacy of the settlement. There has been no objection to the attorneys' fees, expense reimbursement or Service Awards requested.

36. Class Counsel notified the Settlement Class members that they will seek Court permission to distribute part of the Lafarge, Thomas and Evans Settlement Funds to pay amounts approved by the Court for the costs of administering the Settlement (such as the cost of giving Notice and administering claims), Class Counsel's attorneys' fees and reasonable expenses, and incentive payments to the class representatives.

37. The Long-Form Notice was mailed to approximately 1800 settlement class members for whom Plaintiffs could obtain from Defendants names and mailing addresses. Other settlement class members were exposed to a robust publication notice program, which informed them of the address of the settlement website that contained the Long-Form Notice. In the Long-Form Notice, the settlement Classes were informed that Settlement Class Counsel would seek an attorneys' fees award of up to 1/3 of the Fund, as well as seeking reimbursement of up to \$3.6 million for expenses incurred. No objections were received.

38. Settlement Class Counsel propose that the requested fee award of 1/3 be based on the Settlement Fund balance, *i.e.*, the gross amount of the funds deposited by Lafarge, Thomas and

Evans, plus the earned interest, and that the balance of the interest earned be distributed to the Class *pro rata* in the same manner as the distribution of the net principal amounts of the Settlement. Consistent with the percentage-of-the-fund method for awarding attorneys' fees in class actions, Co-Lead Counsel's request of attorneys' fees of one-third of the total Settlement Amounts plus interest at the same rate earned by the Settlement Amount (*i.e.*, one-third of the Settlement Funds), is typical and customary practice. Class Counsel are not entitled to distribution of any Fee Award until the Effective Date of the Settlement (*i.e.*, when 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). Thus, Class Counsel seeks an award of 1/3 of the interest that has accrued at the time they properly seek distribution from the Settlement Funds.

39. The retainer agreements between Class Counsel and the named Plaintiffs do not specify the amount of attorneys' fees but simply say that counsel would receive as fees a percentage of any recovery as awarded by the Court.

40. No Class Member (or at least, very few class members) have claims of a size that rationally could be litigated on an individual basis. For example, the largest class members have purchases of approximately \$8 million. Using Dr. Lamb's 9.6% overcharge, that class member would have suffered \$768,000 in damages. That individual class member would have had to obtain the same document discovery, take the same depositions, hire an economist to do the same type of regression analysis to determine its overcharge, litigate the same motions to dismiss and for summary judgment and engage in the same trial preparations as Class Counsel did or are currently

doing for the Class. The only difference in their individual litigation would be that they would not have to engage in class certification proceedings.

IV. Class Counsel Time and Expense Reporting and Total Time and Expenses Incurred.

41. Among the Interim Lead Counsel firms, CohenMalad is responsible for collecting all Class Counsel's contemporaneously prepared attorney and paralegal time and expense reports. The time and expense protocol instituted by Interim Lead Counsel requires each Class Counsel firm to keep contemporaneous, daily time records regularly prepared and maintained by each firm, and provide them to Interim Lead Counsel via email, for their review. The monthly reports contain a chronological listing of time reported for work performed by attorneys, paralegals, and support staff, in specified task categories, the name and title of the person who completed the work, the hourly rate associated with each person at the time the work was completed (*i.e.*, the professional's "historical" rate), and the firm's total lodestar reported for that month. In addition, the protocol required that each firm report all litigation-related expenses incurred by that firm for the reporting month.

42. In preparation for the early Lafarge Settlement fee petition, Interim Lead Counsel asked Class Counsel to review their monthly reported lodestar and expenses and to submit a declaration attesting to the total submitted time and expenses incurred in this litigation from January 1, 2017, through June 30, 2025. Each Interim Lead Counsel firm also undertook that task. Attached hereto as Exhibits 1-11, are Interim Lead Counsel's and additional Class Counsel's individual declarations attesting to the time and expenses their firms have reported to Interim Lead Counsel and the accuracy of those submissions.

43. Based upon those declarations, Interim Lead Counsel and additional Class Counsel have expended a total of 33,513.95 hours of time on this litigation for the benefit of the Class through June 30, 2025. These hours represent a lodestar of \$19,881,820.50, using the firms'

historical hourly rates. *See* Exhibit 13. A lodestar cross-check analysis would show a negative multiplier of less than .32 of the reported lodestar. The requested one-third fee (\$6,216,666.67) of the Settlement Amounts would compensate Class Counsel at an hourly rate equal to approximately \$185 an hour, based on time expended through June 30, 2025.

44. The average hourly rate submitted is \$593.24 per hour. All of this work was performed on a contingent-fee basis. The average hourly rate by Class Counsel and their associated professional staff is comparable to those charged by other law firms with similar experience, expertise, and reputation, for similar services in the nation's leading legal markets. For example, in the *In re Pork Antitrust Litig.*, Case 0:18-cv-01776-JRT-JFD, (D. Minn.), the average hour rate for the 16 plaintiffs' law firms and their staff was \$598.

45. The requested one-third fee of the Settlement Fund will partially compensate Class Counsel for their work, which they undertook on a contingency basis, as well as work that continued after June 30, 2025 lodestar calculation, including completing party and expert depositions, mediating and agreeing to a settlement with Defendant Elite, mediating (unsuccessfully, again) with Argos, and briefing and arguing class certification, and for work that remains to be done, including preparing for the upcoming *Daubert* and summary judgment briefing, and preparing for trial.

46. Based upon those declarations, Interim Lead Counsel and additional Class Counsel have collectively incurred \$321,699.38 in firm-carried expenses from January 1, 2017, through June 30, 2025. *See* Exhibit 13. These expenses are based on monthly expense reports submitted to Interim Lead Counsel. These expenses do not include those expenses incurred by the collective Litigation Fund established to prosecute the Action and process common costs. Aside from Preti Flaherty, which covered certain expert and document database vendor expenses outside the

auspices of the Litigation Fund, the primary firm-specific expenses incurred by Class Counsel that are not covered by the Litigation Fund are related to travel for depositions, mediations, court hearings, and other litigation events; imaging and copying of Plaintiffs' documents for purposes of discovery; online legal research; shipping and mailing costs; and court costs and filing fees. Because the lodestar is already a steep negative multiplier and expenses incurred significantly exceed the \$3.6 million Class Counsel are allowed to request from these Settlements, Class Counsel did not ask firms to update their carried time or expenses from their last report, which was filed with the prior motion related to the Lafarge Settlement. ECF No. 518.

V. Common Litigation Fund Costs.

47. In 2019, Interim Lead Counsel established a common Litigation Fund for the payment of common case expenses. Interim Lead Counsel have maintained and contributed extensively to the Fund, as have additional Class Counsel. The common costs incurred by the Litigation Fund are summarized in Exhibit 12 and summarized below. These incurred costs include costs for economic and industry experts, deposition transcripts and videography, ESI discovery consultants and associated document database hosting and related fees, transcriptions of wire recordings obtained by Plaintiffs, and mediator fees. Through August 30, 205, these incurred costs total \$3,893,028.34, as detailed below:

COMMON FUND EXPENSE CATEGORIES	
Professional/Expert/Consultant Fees & Costs (MEG & Matta)	\$3,435,515.79
ESI database, wire and phone records retrieval and transcription	\$224,983.83
Transcripts/Deposition Expenses/Court Reports	\$152,328.72
Mediation Fees & Costs	\$80,200.00
TOTAL	\$3,893,028.34

48. The firm carried expenses through June 30, 2025 and common fund expenses through September 30, 2025, total \$4,214,727.72 combined.

49. Expert costs billed through class certification and merits reports and depositions total more than \$3,435,515.79. Professor Matta issued a report explaining the formulations of Ready-Mix Concrete, the strict industry specifications and the inability of purchasers to use other products if RMC is specified for a project. All of these issues informed class certification. The bulk of the expert charges, \$3,368,415.79, were charges from Monument Economics Group, for the work of Dr. Lamb and his economic analysts. The economists' work included first providing preliminary damages estimates, based on regression analysis, for use in Lafarge and Thomas settlement negotiations. Subsequently, that regression work was included, along with industry and additional economic analysis, in the opening and rebuttal reports in support of the Plaintiffs' class certification motion. The two reports cited hundreds of Defendants' documents and dozens of industry, economic, government and other relevant sources, totaled 182 pages, and included multiple charts, graphs, tables and appendices.

50. A significant share of the economic work was to build a transactional database of more than 800,000 RMC transactions, which had to be conformed across all Defendants to establish uniform reporting categories for various mixes and additives, fuel surcharges and environmental charges. The database of transactions built by Dr. Lamb's office was used by Defendants' expert as well. As is common in antitrust cases, Defendants' economist uses the same data to develop their regression analyses. As required by Fed.R.Civ.Pro. 26 (2)(B) and the parties' stipulation, Plaintiffs produced all the data supporting their expert's work. That backup data would include the cleaned up transactional database and all of the regression formulas and outputs. Dr.

Lamb has also presented initial and rebuttal reports on the merits. Those reports, with appendices, charts, and tables, totaled 182 pages. Defendants deposed Dr. Lamb two times.

51. Another substantial expense, as is common in complex litigation, is the development and operation of a fully searchable (ESI) document database. Those database charges, plus the cost of retrieving, uploading and transcribing selected texts and voice conversations have cost \$224,983.83 to date. Deposition transcripts, including video depositions which can be used at hearings and trial, and court hearing transcripts, cost \$152,328.72.

VI. Class Representatives Devoted Extraordinary Time and Effort Over a Period of Years to Contribute Greatly to the Prosecution of This Action.

52. There are three Plaintiffs and Class Representatives – Pro Slab, Inc., Bremer Management, Inc., and Forrest Concrete, LLC⁵ – and each has done extensive work in the course of satisfying their duties as class representatives and representing the Class’s interests in this litigation.

53. Each Class Representative assisted Class Counsel in responding to interrogatories, reviewed and produced documents responsive to Defendants’ document production requests and sat for depositions. In the case of Forrest Concrete, LLC and Pro Slab, Inc., two individuals from each of those companies were deposed.

54. The Class Representatives’ help was instrumental in this outstanding result and, in Co-Lead Class Counsel’s opinion, merits a service award. These companies stepped forward as Plaintiffs and Class Representatives, exposing their companies to a substantial business risk by filing this lawsuit against the producers of RMC who were the key suppliers for their businesses.

⁵ During the course of this case, Forrest Concrete, LLC filed for bankruptcy. As a result, Michelle L. Vieira, the Trustee for the bankruptcy estate was substituted as the named plaintiff.

55. Throughout this litigation, the Class Representatives advised Class Counsel and approved pleadings, discussed strategy and approved possible ranges of settlement outcomes in advance of settlement negotiations.

56. The Class Representatives were never promised that they would receive any additional compensation for serving as Plaintiffs in the case. Rather, they devoted their time and efforts solely to recover their own overcharges in the same manner as they seek for other Class members.

57. Co-Lead Class Counsel submit that a service award is warranted here for the Class Representatives' past work and as they continue to support this litigation through trial. No Class Member has objected to Class Counsel's request for Plaintiffs' service awards. Class Counsel seeks \$35,000 Service Awards for each Class Representative for their efforts in bringing and prosecuting this litigation. Class Representatives sued the direct suppliers of their most important product, risking retaliation and business disruption, and the expenditure of significant time to comply with written and testimonial discovery demands. The requested Service Awards total a mere $\frac{1}{2}$ of 1% percent (.0056) of the \$18,650,000 Settlement Fund.

58. Attached as Exhibit 14 are true and correct copies of the unpublished opinions cited in Plaintiffs' Memorandum:

- Order granting Commercial and Institutional Indirect Purchaser Plaintiffs' Motion for Payment of Attorneys' Fees, Reimbursement of Expenses, and Class Representative Service Awards, *In re Broiler Chicken Antitrust Litig.*, Civil No. 1:16-cv-08637 (N.D. Ill), ECF No. 5543, April 19, 2022.
- Final Order and Judgment, *In re TD Bank, N.A., Debit Card Overdraft Fee Litig.*, Civil No. 6:15-mn-02613-BHH (D.S.C.), ECF No. 233, January 9, 2020.
- Memorandum Opinion and Order regarding Plaintiffs' Unopposed Motion for an Award of Attorneys' Fees, the Reimbursement of Expenses, and Incentive Awards for Class Representatives, *In re Iowa Ready-Mix*

Concrete Antitrust Litig., Civil No. 5:10-cv-04038-MWB-LTS (N.D. Iowa), ECF No. 309, November 9, 2011.

- Order regarding End-Payer Class Counsel's Motion for Attorneys' Fees, Expenses, and Service Awards as to Sandoz Settlement, *In re Generics Antitrust Litig.* Civil No. 2:16-md-02724 (E.D. Pa.), ECF No. 3707, Sept. 26, 2025.
- Order granting in part End-Payor Plaintiffs' Motion for an Award of Attorneys' Fees, Reimbursement of Expenses, and Establishment of a Fund for Future Litigation Expenses, *In re Automotive Parts Antitrust Litig.*, Civil No. 2:13-cv-00703 (E.D. Mich.), ECF No. 103, June 20, 2016.
- Order on Attorneys' Fees, Expenses, and Incentive Awards re Indirect Purchaser Plaintiff Settlement, *In re Cathode Ray Tube (CRT) Antitrust Litig.*, Civil No. 4:07-cv-05944-JST (N.D. Cal.), ECF No. 4740, August 3, 2016.
- Report and Recommendation of Special Master re Motions by Indirect Purchaser Plaintiffs and State Attorneys General for Interim Reimbursement of Expenses, and Second Motion by Indirect Purchaser Plaintiffs for Reimbursement of Expenses, *In re TFT-LCD (Flat Panel) Antitrust Litig.*, Civil No. 3:07-md-01827-SI (N.D. Cal.), ECF No. 7221, November 20, 2012.
- Second Amended Order granting Final Approval of Combined Class, Parens Patriae and Governmental Entity Settlement with AUO, LG Display, and Toshiba Defendants, Ordering Final Judgment of Dismissal with Prejudice, Award of Attorneys' Fees, Expenses, and Incentive Awards, *In re TFT-LCD (Flat Panel) Antitrust Litig.*, Civil No. 3:07-md-01827-SI (N.D. Cal.), ECF No. 7697, April 3, 2013.
- Order granting Indirect Purchaser Plaintiffs' Third Motion for Reimbursement of Expenses, *In re TFT-LCD (Flat Panel) Antitrust Litig.*, Civil No. 3:07-md-01827-SI (N.D. Cal.), ECF No. 9185, August 18, 2014.
- Opinion, *In re Zetia (Ezetimibe) Antitrust Litig.*, Civil No. 2:18-md-02836 (E.D. Va.), ECF No. 2168, October 18, 2023.
- Order granting Direct Purchaser Plaintiffs' Motion for Attorneys' Fees and Costs and Service Awards for the Class Representatives in Conjunction with the COSI/TUG Settlement, *In re Packaged Seafood Antitrust Litig.*, Civil No. 3:15-md-02670 (S.D. Cal.), ECF No. 3012, March 7, 2023.
- Order granting Direct Purchaser Plaintiffs' Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses, *In re Packaged*

Seafood Antitrust Litig., Civil No. 3:15-md-02670 (S.D. Cal.), ECF No. 3324, November 22, 2024.

- Order granting End-Payor Plaintiffs' Motion for Final Approval of Class Action Settlement and Final Judgment and Order of Dismissal of All End-Payor Class Claims with Prejudice as to Defendants Lupin Limited and Lupin Pharmaceuticals, Inc., *In re Loestrin 24 Fe Antitrust Litig.*, Civil No. 1:13-md-02472-WES-PAS (D.R.I.), ECF No. 1460, September 1, 2020.
- Order Awarding Litigation Expenses, *In re Interest Rate Swaps Antitrust Litig.*, Civil No. 1:16-md-02704-JPO (S.D.N.Y.), ECF No. 1184, July 17, 2025.
- Order granting Direct Purchaser Plaintiffs' Motion for (1) an Award of Attorneys' Fees, (2) Reimbursement of Litigation Expenses, and (3) Service Awards for the Class Representatives, *In re Interior Molded Doors Antitrust Litig.*, Civil No. 3:18-cv-00718 (E.D. Va.), ECF No. 376, June 3, 2021.

* * *

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on October 3, 2025 in Minneapolis, Minnesota.

/s/ Renae D. Steiner
Renae D. Steiner

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on October 3, 2025, in Indianapolis, Indiana.

/s/ Scott D. Gilchrist
Scott D. Gilchrist

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on October 3, 2025, in Portland, Maine.

/s/ Gregory P. Hansel
Gregory P. Hansel