

**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 PLAINTIFF'S UNOPPOSED MOTION FOR ATTORNEYS'
FEES, REIMBURSEMENT OF EXPENSES, AND SERVICE AWARDS RELATED TO
LAFARGE NORTH AMERICA, INC. SETTLEMENT**

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' Unopposed Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Awards Related to Lafarge North America, Inc. Settlement.

2. Scott D. Gilchrist is a partner in the law firm of Cohen & Malad, LLP ("CohenMalad"). He similarly submits this declaration in support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Awards Related to Lafarge North America, Inc. Settlement.

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'

Unopposed Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Awards Related to Lafarge North America, Inc. Settlement.

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 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.

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. 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, and 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.

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.

19. As explained in more detail in the Declaration of Scott D. Gilchrist, filed with the Motion for Final Approval, Interim Co-Lead Class Counsel, with the aid of two mediators and in close consultation with Plaintiffs, ultimately agreed to a settlement with Lafarge. That settlement then had to be committed to a formal Settlement Agreement,¹ and related motions and Class Member notices had to be 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 after the Lafarge settlement. 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. The work by Class Counsel has prompted three other Defendants to settle, too.² Class Counsel performed numerous tasks necessary to achieve favorable and reasonable

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

² Defendant Coastal Concrete Southeast II, LLC defaulted and a default judgment has been entered against it. Defendant Argos USA LLC and Argos Ready Mix LLC (together, "Argos") is the remaining litigating defendant.

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.

22. 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 Lafarge Settlement.

23. Over the long course of this case, the Parties participated in two mediations with Lafarge. On September 14, 2021, Plaintiffs and Lafarge first participated in an in-person mediation session with former United States Magistrate Judge Edward Infante of JAMS, which included the submission of confidential mediation statements and documents and some direct engagement on key issues. The parties were unable to reach a settlement.

24. The parties re-engaged in settlement discussions in 2024. 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 Lafarge's 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 they unfolded over numerous telephone calls and emails.

25. After several months of direct negotiations, Plaintiffs and Lafarge agreed to engage in another mediation session with Judge Infante. After a full-day in-person mediation on October 17, 2024, the parties agreed to the mediator's proposal to resolve the proposed Class's claims in exchange for payment by Lafarge of \$5,400,000 and certain limited cooperation related to establishing the business records status and authenticity of certain documents produced by Lafarge.

26. Although Lafarge was a participant in the cartel for only part of the class period, the Settlement of \$5,400,000 (the "Settlement Amount") represents nearly 20% of class wide damages. In addition to the monetary component, the Lafarge settlement provided certain limited cooperation related to establishing the business records status and authenticity of documents produced by Lafarge.

27. 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 one opt-out has been received. The timing of the payment—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 requested.

28. The Settlement required Lafarge to deposit the Settlement Amount in a Qualified Settlement Fund set up by Plaintiffs' settlement administrator. The Settlement Amount was deposited and is being held in an interest-bearing escrow account. The Settlement Amount was deposited on July 2, 2025; interest has been accruing at a rate of 4%. The current accrued interest is \$17,163.01. No Settlement proceeds will revert to Lafarge.

29. As defined in the Settlement Agreement ¶16, the “Settlement Fund” means the Settlement Amount paid by Lafarge, and any interest earned thereon. By the terms of the Agreement, any interest earned is part of the Settlement Fund.

30. The Long-Form Notice was mailed to approximately 2,100 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 at ¶19, the settlement Class was 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 \$2.6 million for expenses incurred. 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 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. Class Counsel are not entitled to distribution of any the 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.). Class Counsel thus asks for an award of attorneys’ fees to include one-third of the accrued interest at the time of distribution of the fee award.

31. Consistent with the percentage-of-the-fund method for awarding attorneys’ fees in class actions, and as the Notice to the Class informed, Co-Lead Counsel seek attorneys’ fees of one-third of the total Settlement Amount of \$5,400,000 (\$1,800,000), plus interest at the same rate

earned by the Settlement Amount. Awarding attorneys' fees of 1/3 of the accrued balance of the Settlement Fund is typical and customary practice. *See, e.g., In re Pork Antitrust Litig.*, Case 0:18-cv-01776-JRT-JFD, (D. Minn., August 13, 2025), ECF No. 3130 (awarding 1/3 of the fund, including accrued interest); *In Re: Zetia (Ezetimibe) Antitrust Litig.*, Case 2:18-md-02836-RBS-DEM (E.D. Va., Oct. 18, 2023, ECF No. 2169 (awarding 1/3 of the settlement amount, including accrued interest).

32. 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. As the fee request here is consistent with the actual agreement with the named Plaintiffs and no proposed class member objected to the fee request, Class Counsel submit that the present request is appropriate.

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

33. 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 provided to Interim Lead Counsel via email, for their review. These 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.

34. In preparation for this 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.

35. 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 attached Exhibit 13 for a compilation of the firms' lodestar and carried expenses. 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.

36. Based upon those declarations, Interim Lead Counsel and additional Class Counsel have collectively incurred \$321,699.38 in 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 and coincide with the declaration each Class Counsel has submitted. 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.

37. Awarding the 1/3 fee requested on the Settlement Fund, including accrued interest, would result in a negative multiplier of less than .1 on the lodestar Class Counsel incurred from January 1, 2017, through June 30, 2025 (fees of \$1,800,000 plus accrued interest/total lodestar of \$19,881,820.50).

IV. Common Litigation Fund Costs

38. 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. Preti Flaherty was responsible for establishing the Litigation Fund and arranging, paying, and accounting for the common assessments and costs incurred by, and paid out of, the Litigation Fund. The common costs incurred by the Litigation Fund are summarized in Exhibit 12. These incurred costs include, but are not limited to, 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 June 30, 2025, these incurred costs for which Class Counsel total \$3,335,049.20.

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

39. There are three Plaintiffs and Class Representatives – Pro Slab, Inc., Bremer Management, Inc., and Forrest Concrete, LLC³ – 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.

40. 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.

41. 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.

42. 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.

43. 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.

³ 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.

44. 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.

* * *

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on August 19, 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 August 19, 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 August 19, 2025, in Portland, Maine.

/s/ Gregory P. Hansel
Gregory P. Hansel