

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

| | | |
|----------------------------|---|-----------------------|
| IN RE READY-MIXED CONCRETE |) | Master Docket No. |
| ANTITRUST LITIGATION. |) | 1:05-cv-00979-SEB-JMS |
| THIS DOCUMENT RELATES TO: |) | _____ |
| ALL ACTIONS |) | |

**SETTLEMENT AGREEMENT WITH SHELBY GRAVEL, INC.
D/B/A SHELBY MATERIALS, RICHARD HAEHL, AND PHILIP HAEHL**

This Settlement Agreement (“Agreement”) is made and entered into as of this 2nd day of November, 2007 (the “Execution Date”) by and between defendants Shelby Gravel, Inc. d/b/a Shelby Materials, Richard Haehl and Philip Haehl (collectively “Shelby”) and plaintiff class representatives, Kort Builders, Inc., Dan Grote, Cherokee Development, Inc., Wininger/Stolberg Group, Inc., Marmax Construction, LLC, Boyle Construction Management, Inc., and T&R Contractor, Inc. (collectively, “Plaintiffs”), both individually and on behalf of a proposed class of purchasers of Ready-Mixed Concrete who purchased Ready-Mixed Concrete, which was delivered from a facility within the Central Indiana Area from July 1, 2000 through May 25, 2004, directly from any Defendants (or any predecessors, parents, subsidiaries, or affiliates thereof) named in the Second Amended Consolidated Class Action Complaint (the “Complaint”) in the above-captioned action (the “Action”).

WHEREAS, Plaintiffs are prosecuting the Action on their own behalf and on behalf of the proposed Class against (among others) Shelby; and

WHEREAS, Plaintiffs allege that Shelby participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of Ready-Mixed Concrete in the Central Indiana Area at artificially high levels, in violation of Section 1 of the Sherman Act; and

WHEREAS, Shelby and certain of its officers and directors are applicants for leniency under the Department of Justice Leniency Program authorized by Pub.L. 108-237, Title II, Subtitle A, §§ 211 to 215 (Note to 15 U.S.C. § 1 *et seq.*) (“Leniency Program”) with regard to the matters alleged by Plaintiffs in the Action, have provided Plaintiffs with significant cooperation to date pursuant to the Leniency Program, and will continue to provide Plaintiffs with significant cooperation by agreement and pursuant to the Leniency Program until the termination of the Action; and

WHEREAS, Shelby has provided Plaintiffs with a copy of their agreement with the U.S. Department of Justice, Antitrust Division, conditionally accepting Shelby into the Leniency Program (the “Leniency Letter Agreement”), and has provided Plaintiffs and their counsel with documents, data and other information for the period of 1995 through mid-2005 relating to the matters alleged by Plaintiffs in the Action and the operations of Shelby in the Central Indiana Area and the Indiana Counties of Bartholomew, Brown, Rush and Jackson; and

WHEREAS, if Shelby and its officers and directors participating in the Leniency Program are found under Pub.L. 108-237, Title II, Subtitle A, § 213 to have satisfied the requirements of the Leniency Program, the Plaintiffs’ recovery against them in the Action will be limited to actual damages, and will not include the treble damages and joint and several liability that would otherwise be available under 15 U.S.C. § 1 *et seq.*; and

WHEREAS, as a successful applicant under the Leniency Program, Shelby would not be liable for treble damages or joint and several liability with other defendants; and

WHEREAS, there has been no determination by the Court of any wrongdoing or liability of any kind by Shelby; and

WHEREAS, Plaintiffs, though their counsel, have conducted an investigation into the facts and the law regarding the Action and have concluded that a settlement with Shelby according to the terms set forth below is in the best interest of Plaintiffs and the proposed Class; and

WHEREAS, Shelby, despite its belief that it has good defenses to the claims alleged, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation;

NOW, THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Action be settled, compromised and dismissed on the merits with prejudice as to claims against Shelby only, subject to the approval of the Court, with each side to bear its own costs and attorneys' fees, and on the following terms and conditions.

A. Definitions

The following terms, as used in this Agreement, have the following meanings:

1. "Central Indiana Area" means Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, and Shelby Counties, in the State of Indiana.
2. "Class" means all persons or entities who purchased Ready-Mixed Concrete directly from any of the Defendants or any of their co-conspirators, which was delivered from a facility within the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, and Shelby, in the State of Indiana, at any time from and including July 1, 2000 through and including May 25, 2004, but excluding Defendants, their co-conspirators, their respective parents, subsidiaries, and affiliates, and federal, state, and local government entities and political subdivisions.

3. “Class Counsel” shall refer to the law firms of Cohen & Malad, LLP, One Indiana Square, Suite 1400, Indianapolis, Indiana, and Susman Godfrey, LLP, 901 Main Street, Suite 4100, Dallas, Texas.

4. “Class Member” means each member of the Class who does not timely elect to be excluded from the Class.

5. “Class Period” means the period from and including July 1, 2000 through and including May 25, 2004.

6. “Class Representatives” or “Plaintiffs” means Plaintiffs Kort Builders, Inc., Dan Grote, Cherokee Development, Inc., Wininger/Stolberg Group, Inc., Marmax Construction, LLC, Boyle Construction Management, Inc., and T&R Contractor, Inc.

7. “Defendants” means the Defendants named in the above-captioned Action, and includes Irving Materials, Inc., Prairie Material Sales, Inc., Builder’s Concrete & Supply, Inc., Shelby Gravel, Inc., d/b/a Shelby Materials, American Concrete Company, Inc., Hughey, Inc., d/b/a Carmel Concrete Products, MA-RI-AL Corporation, Beaver Materials Corporation, Ricky Beaver, Chris Beaver, Fred R. “Pete” Irving, Price Irving, John Huggins, Daniel C. Butler, Gus B. (“Butch”) Nuckols, III, John J. Blatzheim, Scott D. Hughey, Richard Haehl, Philip Haehl, and Gary Matney.

8. The “Effective Date” of this Agreement shall be the first day on which 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 Shelby on the merits with prejudice as to all Settlement Class Members and without costs, and (b) the time for appeal or to seek permission to appeal from the Court’s approval of this Agreement and the final judgment has expired, or the final judgment has been affirmed in its

entirety by the Court of last resort to which such 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.

10. “Ready-Mixed Concrete” means a product comprised of cement, sand, gravel, water, and occasionally additional additives.

11. “Releasees” shall refer individually and collectively to Shelby, and to its past and present officers, directors, employees, agents, stockholders, attorneys, servants, representatives, parents, subsidiaries, affiliates and partners and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and shall include without limitation Richard Haehl and Philip Haehl. Notwithstanding the foregoing, “Releasees” does not include any other Defendant currently named in the Action, any Defendant subsequently added or joined in the Action, or any co-conspirator of Defendants in the Action, other than the Releasees.

12. “Releasers” shall refer jointly and severally and individually and collectively to the Class Representatives, the Class members and their respective past and present parents, subsidiaries, affiliates, and agents.

13. “Settlement Amount” means \$4,700,000.

14. The “Settlement Fund” shall be all amounts paid by Shelby in settlement of the Action pursuant to this Settlement Agreement, including the Settlement Amount and any interest accrued on those amounts.

B. Stipulation to Certification of Settlement Class

15. The parties to this agreement hereby stipulate that, for purposes of this settlement, the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3) are satisfied and, subject

to Court approval, the following class (the “Settlement Class”) shall be certified for settlement purposes as to Shelby:

All Persons who purchased Ready-Mixed Concrete directly from any of the Defendants or any of their co-conspirators, which was delivered from a facility within the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, or Shelby, in the State of Indiana, at any time during the period from and including July 1, 2000 through and including May 25, 2004, but excluding Defendants, their co-conspirators, their respective parents, subsidiaries, and affiliates, and federal, state, and local government entities and political subdivisions.

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 certified against Shelby, and Shelby 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. Approval of this Agreement and Dismissal of Claims

16. Plaintiffs and Shelby shall use their best efforts to effectuate this Agreement, including cooperating in 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 procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(d) and (e)) to secure the prompt, complete, and final dismissal with prejudice of the Action as to Shelby.

17. Within ten (10) business days after the execution of this Agreement, Plaintiffs shall submit to the Court a motion for certification of the Settlement Class, the settlement, and the final judgment contemplated by this Agreement to all potential Class Members; and for a

stay of all proceedings in this Action against Shelby, except for proceedings provided for by, or in connection with this Agreement as set forth herein (the “Motion”). 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 Settlement Agreement as fair, reasonable and adequate to the Plaintiffs and members of the Settlement Class (“Preliminary Approval Order”); (d) a request that the Court approve and direct, as the best notice practicable under the circumstances: (i) mailed notice to Settlement Class members in the form attached hereto and marked as Exhibit “A” and (ii) published notice to Settlement Class members in the form attached hereto and marked as Exhibit “B”; (e) a request that the Court approve and enter a proposed Preliminary Approval Order in the form attached hereto and marked as Exhibit “C”; and (f) a request that the Court schedule a hearing on final approval of this Agreement at the convenience of the Court. Individual notice of the settlement in the form attached hereto and marked as Exhibit “A” shall be mailed to persons and entities who are identified by Shelby and by other Defendants in the Action as direct purchasers of Ready-Mixed Concrete who purchased Ready-Mixed Concrete directly from any of the Defendants or any of their co-conspirators, which was delivered from a facility within the Central Indiana Area, at any time during the Class Period but excluding Defendants, their co-conspirators, their respective parents, subsidiaries, and affiliates, and federal, state, and local government entities and political subdivisions. Shelby shall supply to Class Counsel, at Shelby’s expense and in such form as may be reasonably requested by Class Counsel, such names and addresses of potential Class Members as it may have in its possession or may obtain using reasonable efforts.

Subject to the Court's approval, notice in the form attached hereto and marked as Exhibit "B" shall be published twice in the Indianapolis Star.

Within 10 days of the filing of the motion submitting the proposed Settlement to the Court, Shelby shall provide notice of this settlement, the filed motion seeking approval and other court papers to federal and state government officials as required by 28 U.S.C. § 1715.

18. Plaintiffs and Shelby shall jointly seek entry of an Order and Final Judgment, 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, as to Shelby, the Action be dismissed with prejudice and, except as provided for in this Agreement, without costs or attorneys' fees;
- (c) reserving exclusive jurisdiction over the settlement 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 Shelby shall be final and entered forthwith.

19. 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 Shelby have executed this Agreement, Plaintiffs and Shelby shall be bound by its terms, and this Agreement shall not be rescinded except in accordance with paragraphs 21 and 29 of this Agreement.

D. Release and Discharge

20. Upon the Effective Date and in consideration of payment of the Settlement Amount as specified in Section E of this Agreement, and for other valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits and causes of action, whether class, individual or otherwise in nature, that Releasors, or each of them, ever had, now has, or hereafter can, shall, or may have on account of or arising out of or resulting from conduct, including any conspiracy, combination or agreement, concerning the pricing, selling, discounting, marketing, manufacturing, or distributing of Ready-Mixed Concrete in the Central Indiana Area and in the Indiana Counties of Bartholomew, Brown, Rush and Jackson, during the Class Period, 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 arise under any federal or state antitrust statute, law, rule or regulation, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.* (“Released Claims”), provided, however, that nothing herein shall release any product defect or breach of contract claims between the parties relating to Ready Mixed Concrete. The Releasors shall not, after the date of this Agreement, seek to recover against any of the Releasees for any of the Released Claims.

21. Upon the Effective Date, for good and valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged from any and all Released Claims by Releasors against any and all of the Releasees. 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 Plaintiffs or their counsel, including Class Counsel, arising out of, relating to or in connection with the Action as against Shelby are hereby released by the Releasees and their counsel, and they are permanently enjoined and barred from instituting, asserting or prosecuting any and all claims which the Releasees or their counsel or any of them, had, have or may in the future have against Plaintiffs or their counsel, including Class Counsel, arising out of, relating to or in connection with the Action as against Shelby.

E. Payments

22. Settlement Payment. Shelby shall pay or cause to be paid the Settlement Amount of \$4,700,000 in settlement of the Action. The Settlement Amount shall be paid in two equal payments; one-half within ten (10) days of the Execution Date, and one-half no later than (10) days after the entry of the Preliminary Approval Order by the Court. The payments of the Settlement Amount shall be wire transferred by Shelby or its designee into an escrow account at the bank designated by Co-Lead Counsel. Upon such deposit or transfer the wire- transferred sums shall become the Settlement Fund as defined in this Agreement and shall be administered in accordance with the provisions of Section F of this Agreement.

23. No Refund for Shelby Customer Opt Outs. In the event that any Class member or members who have purchased Ready Mixed Concrete from Shelby during the Class Period elect(s) to be excluded from the Class, or otherwise fail(s) or decline(s) to participate in the distribution of the Settlement Fund, such event shall not constitute grounds for a rescission of this Agreement or a reversion or refund of any portion of the Settlement Fund to Shelby.

24. Joint and Several Liability; Insolvency. The obligations of Shelby pursuant to paragraphs 22 and 25-31 of this Agreement are joint and several as to each of the Releasees. In the event of default, insolvency or a declaration of bankruptcy by any one or more of the

Releasees, the remainder of the Releasees, jointly and severally, shall continue to be obligated to fulfill all the provisions and obligations of paragraphs 23 and 26-32 of this Agreement.

F. The Settlement Fund

25. Before the Court issues a 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 the settlement, and any payments and expenses incurred in connection with taxation matters relating to the settlement and this Agreement as addressed by paragraph 32 of this Agreement. Such reasonable expenses shall not be refundable to Shelby in the event the Agreement is disapproved, rescinded, or otherwise fails to become effective.

Except as provided for in this Agreement, in no event shall Shelby 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, except for the reasonable expense or cost incidental to providing Class Counsel the names and addresses of its customers who purchased Ready-Mixed Concrete during the Class Period.

26. After the Effective Date, Plaintiffs and Class Counsel shall have the right to seek, and Shelby shall not oppose, Court approval of payments from the Settlement Fund for distribution to Settlement 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 Defendants other than Shelby. In no event shall Shelby have any responsibility, financial 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, except as otherwise expressly provided in this Agreement.

27. Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all expenses including, but not limited to, attorneys' fees and expenses. Plaintiffs and Class Counsel shall have the right to seek, and Shelby shall not oppose, the Court's approval of the payment of attorneys' fees in an amount not to exceed 33 1/3 % of the Settlement Amount, and reimbursement of reasonable expenses, to be paid from the Settlement Fund. No attorneys' fees or expenses, other than the reimbursement of any costs or expenses advanced by Class Counsel associated with providing notice of the settlement to the Settlement Class, administering the settlement, or in connection with taxation matters relating to the settlement and this Agreement as addressed by paragraph 32 of this Agreement, shall be paid to Class Counsel prior to the Effective Date. Shelby 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.

G. Rescission if the Agreement is Not Finally Approved

28. 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 paragraphs 18 and 19 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 Shelby and the Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety and any and all amounts then constituting the Settlement Fund (including all interest earned thereon) shall be returned forthwith to Shelby, less only such disbursements properly made in accordance with this Agreement. A modification or reversal on appeal of any amount of Class Counsel's 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.

29. Shelby and Plaintiffs expressly reserve all of their rights if the Agreement does not become effective or if it is rescinded by the Plaintiffs or Shelby pursuant to paragraph 28 of this Agreement. Shelby enters this Agreement without in any way acknowledging any fault, liability or wrongdoing of any kind. Further, Plaintiffs and Shelby agree that this Agreement, whether or not it is finally approved and whether or not Shelby or Plaintiffs elect to rescind it under paragraph 28 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 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.

H. Cooperation Agreement

30. (a) Shelby agrees that the obligation of Shelby and certain of its officers and directors under the Leniency Program to provide cooperation to Plaintiffs shall survive the execution, approval and implementation of this Settlement and shall continue until the termination of the Action, and shall be independent of and in addition to the provisions of this Settlement by which Shelby has agreed to provide cooperation and assistance to the Plaintiffs. However, the parties agree that nothing in this paragraph shall prevent the Court from considering the terms of this Settlement, and Shelby's execution and performance thereof, in determining whether Shelby has satisfied the terms of the Leniency Program. Plaintiffs

acknowledge Shelby's substantial cooperation and assistance to date, in compliance with the terms of the Leniency Program.

(b) Shelby agrees to continue to provide reasonable, complete and truthful cooperation with Class Counsel with respect to discovery and gathering evidentiary materials relating to Plaintiffs' claims in the Action, as set forth in this paragraph 30. Shelby has and continues to agree to identify and disclose any facts and documents known to it relating to the antitrust violations alleged in the Action, including without limitation the dates, locations, and participants in meetings with competitors, and to provide information known to it regarding the potential culpability of the named Defendants and unnamed co-conspirators, except for documents or information subject to attorney-client privilege or the work-product doctrine. Plaintiffs acknowledge that Shelby has already responded to Plaintiffs' extensive document requests and interrogatories and has provided other documents and information to Plaintiffs pursuant to its obligations under the Leniency Program.

(c) This cooperation shall include Shelby making available, upon reasonable notice, and at the Class' reasonable expense, current directors, officers, and employees of Shelby who are believed to have knowledge of the antitrust violations alleged in the Action to provide information regarding the antitrust violations alleged in the action in personal interviews, or the preparation of declarations or affidavits, and/or providing truthful testimony at deposition and/or at trial. Any persons made available under this paragraph shall be made available at a mutually agreeable time and place, and, to the extent possible, so as not to interfere with the witness's employment schedule. Shelby also agrees to use its best efforts to produce at trial and/or deposition, or through acceptable affidavits or declarations, representatives qualified to establish for admission into evidence Shelby's sales to the Class during the Class Period and any other

documents of Shelby. Plaintiff shall take reasonable steps to limit the number of meetings with such persons, so as to make efficient use of both parties' time.

(d) Upon prior approval or consent by the Department of Justice or the Court, Shelby shall also produce all available documents provided to any grand jury, the Department of Justice, or any state or federal administrative agency, without geographic limitation, concerning the antitrust violations alleged in the Action, including any witness statements, chronologies, or other materials provided to any of the foregoing. Shelby shall make any such documents and data responsive to Plaintiffs' discovery requests available for Plaintiffs' inspection and copying within thirty (30) days of Shelby's receipt of those documents from such agency. To the extent not previously produced, Shelby shall also produce any other documents in its possession, custody, or control referring or relating to the antitrust violations alleged in the Action within thirty (30) days of the execution of this Agreement or within thirty (30) of Shelby's receipt thereof, except such documents that are subject to attorney-client privilege.

(e) Shelby also agrees to continue to provide any and all discovery pursuant to the Federal Rules of Civil Procedure, as previously agreed by Shelby during the litigation of the Action or as ordered by the Court, as if they were still a party to the Action. Provided, however, that prior to serving any discovery requests directed to Shelby, Class Counsel shall meet and confer with Shelby or its attorneys and make a good faith effort to agree on the scope of the proposed discovery requests.

(f) Provided Shelby continues to provide all reasonable cooperation as set forth in this Paragraph 30, Plaintiffs, through Interim Co-Lead Counsel, agree to assist Shelby to obtain final, unconditional acceptance into the Leniency Program by the Department of Justice and the Court. In this regard, the Plaintiffs acknowledge that the Settlement Payment constitutes

full restitution for all alleged injuries as a result of anticompetitive activity in which Shelby was a participant for all geographic areas and/or markets which are the subject of the Leniency Letter Agreement.

I. Taxes

31. The Settlement Fund shall be established as a Qualified Settlement Fund within the meaning of Section 468B-1 of the Internal Revenue Code of 1986, as amended, and all rules and regulations thereunder. 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. Shelby 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 Settlement Fund, unless the settlement is not consummated and the Settlement Fund is returned to Shelby. In the event the settlement is not consummated, Shelby 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, Shelby 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

32. This Agreement does not settle or compromise any claim by Plaintiffs or any Class Member asserted in the Action against any Defendant or alleged co-conspirator other than the Releasees. All rights of any Class Member against Defendants or alleged co-conspirators or any other person or entity other than the Releasees are specifically reserved by Plaintiffs and the Class Members. The sales of Ready-Mixed Concrete by Shelby in the Central Indiana Area shall remain in the case against the Defendants other than Releasees in the Action as a basis for damage claims and shall be part of any joint and several liability claims against Defendants in the Action or other persons or entities other than the Releasees.

33. The United States District Court for the Southern District of Indiana 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 Plaintiffs and Shelby. If a dispute over compliance with Section H, paragraphs 30(a) - (f) arises in the context of a trial against any non-settling party, the Court shall have jurisdiction over the dispute.

34. This Agreement constitutes the entire agreement among Plaintiffs and Shelby pertaining to the settlement of the Action against Shelby only and supersedes any and all prior and contemporaneous undertakings of Plaintiffs and Shelby in connection therewith. This Agreement may be modified or amended only by a writing executed by Plaintiffs and Shelby and approved by the Court.

35. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Releasors and Releasees. 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 all Class Members and Releasers, and (b) each and every covenant and agreement made herein by Shelby shall be binding upon all Releasees.

36. This Agreement may be executed in counterparts by Plaintiffs and Shelby, and a facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

37. Neither Shelby 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.

38. 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, Settlement Class Members, Class Counsel, Releasers, and Releasees any right or remedy under or by reason of this Agreement.

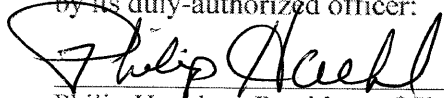
39. Where this Agreement requires any party to provide notice or any other communication or document to any other party, such notice, communication, or document shall be provided by letter sent by overnight delivery or hand delivery.

40. 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.

41. This Agreement shall be interpreted and construed in accordance with the laws of the State of Indiana, and any dispute or claims arising under the terms or provisions of this Agreement, whether styled in contract or in tort, shall be governed by the laws of the State of Indiana.

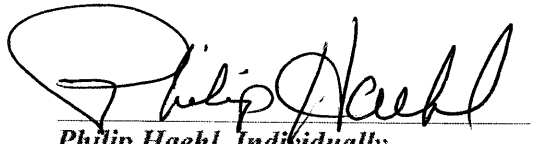
DEFENDANTS:

Shelby Gravel, Inc. d/b/a Shelby Materials,
by its duly-authorized officer:



Philip Haehl, as President of Shelby Gravel,
Inc. d/b/a Shelby Materials

10/2/07
Date



Philip Haehl, Individually

10/2/07
Date



Richard Haehl, Individually

11/2/2007
Date

**And by counsel for Defendants Shelby
Gravel, Inc. d/b/a Shelby Materials, Philip
Haehl and Richard Haehl:**

George W. Hopper
Jason R. Burke
David M. Bullington
HOPPER BLACKWELL
111 Monument Circle
Suite 452
Indianapolis, IN 46204

PLAINTIFFS:

*Kort Builders, Inc., Dan Grote, Cherokee
Development, Inc., Winger/Stolberg Group,
Inc., Marmax Construction, LLC, Boyle
Construction Management, Inc., and T&R
Contractor, Inc.*

By Co-Lead Plaintiffs' Counsel:

Irwin B. Levin
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Stephen D. Susman
SUSMAN GODFREY LLP
901 Main St., Ste. 4100
Dallas, TX 75202
Telephone: (214) 754-1903
Facsimile: (214) 754-1933

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the date set forth above.

DEFENDANTS:

Shelby Gravel, Inc. d/b/a Shelby Materials,
by its duly-authorized officer:

Philip Haehl, as President of Shelby Gravel,
Inc. d/b/a Shelby Materials

Date

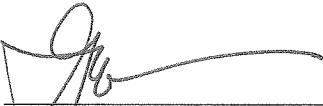
Philip Haehl, Individually

Date

Richard Haehl, Individually

Date

**And by counsel for Defendants Shelby
Gravel, Inc. d/b/a Shelby Materials, Philip
Haehl and Richard Haehl:**

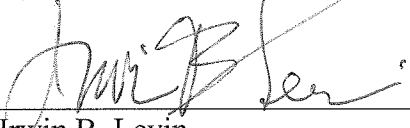


George W. Hopper
Jason R. Burke
David M. Bullington
HOPPER BLACKWELL, P.C.
111 Monument Circle
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Indianapolis, IN 46204

PLAINTIFFS:

*Kort Builders, Inc., Dan Grote, Cherokee
Development, Inc., Winger/Stolberg Group,
Inc., Marmax Construction, LLC, Boyle
Construction Management, Inc., and T&R
Contractor, Inc.*

By Co-Lead Plaintiffs' Counsel:



Irwin B. Levin
COHEN & MALAD, LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204
Telephone: (317) 636-6481
Facsimile: (317) 636-2593

Stephen D. Susman
SUSMAN GODFREY LLP
901 Main St., Ste. 4100
Dallas, TX 75202
Telephone: (214) 754-1903
Facsimile: (214) 754-1933

Exhibit "A"

THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF INDIANA

NOTICE OF CLASS ACTION SETTLEMENT AND HEARING

If you are or were a person or entity who purchased Ready-Mixed Concrete directly from Irving Materials, Inc., Prairie Material Sales, Inc., Builder's Concrete & Supply, Inc., Shelby Gravel, Inc., d/b/a Shelby Materials, American Concrete Company, Inc., Hughey, Inc., d/b/a Carmel Concrete Products, or MA-RI-AL Corporation d/b/a Beaver Materials Corporation, which was delivered from a facility within the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, and Shelby, in the State of Indiana, at any time from and including July 1, 2000 through and including May 25, 2004, you may be entitled to comment on, exclude yourself, or receive payments from the Settlement.

The United States District Court for the Southern District of Indiana has authorized this notice. This is not a solicitation. This is not a lawsuit against you and you are not being sued.

- You received this Notice because you are included among the persons or entities believed to have purchased Ready-Mixed Concrete directly from Irving Materials, Inc., Prairie Material Sales, Inc., Builder's Concrete & Supply, Inc., Shelby Gravel, Inc., d/b/a Shelby Materials, American Concrete Company, Inc., Hughey, Inc., d/b/a Carmel Concrete Products, or MA-RI-AL Corporation d/b/a Beaver Materials Corporation (the "Defendants"), which was delivered from a facility within the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, and Shelby, in the State of Indiana, at any time from and including July 1, 2000 through and including May 25, 2004 (the proposed "Settlement Class").
- A Settlement has been reached between the Plaintiffs in *In re Ready-Mixed Concrete Antitrust Litigation*, Case No. 1:05-cv-00979-SEB-JMS (the "Lawsuit") and Shelby Gravel, Inc., d/b/a Shelby Materials and its principals Philip Haehl and Richard Haehl (collectively "Shelby"), and the proposed Settlement Class has been certified by the United States District Court for the Southern District of Indiana (the "Court"). The Court has appointed the Plaintiffs to represent the Settlement Class and their attorneys as Class Counsel. This is a partial settlement, and does not conclude any claims against Defendants other than Shelby.
- The purpose of this Notice is to advise members of the Settlement Class defined above of the proposed Settlement of claims being asserted against Shelby, 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 _____. The Court must decide whether to approve the Settlement as fair, just and reasonable.
- The Lawsuit asserts that the Defendants conspired to raise, fix, maintain, or stabilize the price of Ready-Mixed Concrete sold from plants in the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, and Shelby, in the State of Indiana (the "Central Indiana Area") at artificially high levels, in violation of Section 1 of the Sherman Act, Title 15, United States Code, Section 1. 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.
- If you are a member of the Settlement Class, 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 BETWEEN ONE OF THESE OPTIONS) | | DEADLINE |
|--|---|-----------------|
| EXCLUDE YOURSELF | You may exclude yourself from the Settlement, in which case you will not be eligible to receive any payments from the Settlement that are approved by the Court, or to comment on the Settlement. This is the only option that allows you to be part of any other lawsuit against Shelby about the legal claims brought, or which could be brought in this case. | M/D/Y |
| DO NOTHING | If you choose to do nothing you will remain eligible to receive any payments from the Settlement that are approved by the Court. This will result in a release of any right you may have to pursue the legal claims brought, or which could have been brought in this case against Shelby, but will not result in a release of any right you may have to pursue the same legal claims against the other Defendants. | N/A |
| OBJECT | Write to the Court if you do not think the Settlement is fair. If you exclude yourself from the 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 Settlement. | M/D/Y |

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-Mixed Concrete directly from one of the Defendants, which was delivered from a facility within the Central Indiana Area at any time from and including July 1, 2000 through and including May 25, 2004. 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 Settlement, your legal rights, what benefits may be available, who may be eligible for them, and what you will be giving Shelby in this Settlement.

The Court in charge of the case is the United States District Court for the Southern District of Indiana. The case is known as *In re Ready-Mixed Concrete Antitrust Litigation*, Case No. 1:05-cv-00979-SEB-JMS. The companies who sued are called the Plaintiffs. The companies the Plaintiff sued are called the Defendants. The Defendants sold Ready-Mixed Concrete in the Central Indiana Area during the period from July 1, 2000 through May 25, 2004; that is the focus of the lawsuit.

2. What is the Lawsuit about?

In the Lawsuit, the Plaintiffs claim that, from July 1, 2000 through May 25, 2004, the Defendants conspired to raise, fix, maintain, or stabilize the price of Ready-Mixed Concrete sold from plants in the Central Indiana Area at artificially high levels, 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-Mixed Concrete sold by Defendants in the Central Indiana Area. The Plaintiffs are seeking money damages and other relief on behalf of themselves and other persons and entities who purchased Ready-Mixed Concrete directly from the Defendants during this time period. The Court has not made any determination of Shelby’s liability for these claims.

Shelby denies any liability for the claims in the Lawsuit, and the Court has not made any determination of Shelby's liability for these claims.

3. What is a class action?

A class action is a lawsuit in which one or more persons called class representatives sue on behalf of other persons who have similar claims. Together all these persons are a Class or individually, Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. For this reason, the judge must find that the Settlement of this class action is fair, reasonable and adequate 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 Shelby agreed to settle to avoid the costs and risks of trial. The Settlement provides the opportunity for payments or other benefits to be made available to Class Members. Under this Settlement, Class Members give Shelby a release of any right they may have to pursue the same legal claims in this case against Shelby.

This is a partial settlement of claims made by the Plaintiffs in the Lawsuit, and the Plaintiffs will continue to pursue their claims against Defendants other than Shelby. Under this Settlement, Class Members do not give any other Defendant a release of any right they may have to pursue the same legal claims in this case against those Defendants.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the settlement?

You are a member of the Proposed Settlement Class if you purchased Ready-Mixed Concrete directly from Irving Materials, Inc., Prairie Material Sales, Inc., Builder's Concrete & Supply, Inc., Shelby Gravel, Inc., d/b/a Shelby Materials, American Concrete Company, Inc., Hughey, Inc., d/b/a Carmel Concrete Products, or MA-RI-AL Corporation d/b/a Beaver Materials Corporation, which was delivered from a facility within the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, and Shelby, in the State of Indiana, at any time from and including July 1, 2000 through and including May 25, 2004.

6. Are there exceptions to being included?

You are not a Settlement Class Member if you are one of the Defendants, their co-conspirators, their respective parents, subsidiaries, or affiliates. You are also not a Settlement Class Member if you are a federal, state, or local government entity or a political subdivision.

THE SETTLEMENT TERMS

7. What does the settlement provide?

Shelby has agreed to pay the amount of \$4,700,000 ("Settlement Amount") pursuant to the terms of the Settlement. This settlement was achieved after more than two years of litigation and numerous negotiating sessions between Class Counsel and the lawyers for Shelby. Because of the inherent risks of litigation, and the possibility that Shelby will be able to limit its damages on the basis of cooperation provided under the Department of Justice Leniency Program, Plaintiffs believe that the Settlement provides the most fair and efficient resolution of the Plaintiffs' and Class Members' claims against Shelby.

The Settlement Amount will be deposited into a Settlement Fund. Under the Settlement, the Plaintiffs and Class Counsel may seek permission from the Court to receive 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 on behalf of Class Members to pursue the Lawsuit against the Defendants other than Shelby. The Settlement does not prevent the Plaintiffs from seeking damages caused by Shelby's alleged participation in the price-fixing conspiracy from other Defendants.

Because of the ongoing nature of the claims in the Lawsuit against the other Defendants, Plaintiffs and Class Counsel plan to defer distribution of the Settlement Fund to Class Members until a later date, and do not know at this time when they will seek permission from the Court to make distributions from the Settlement Fund to Class Members.

In the event that Plaintiffs and Class Counsel seek to make a distribution of the Settlement Fund or any other funds recovered in the Lawsuit to Class Members, it is anticipated that the proposed distribution of amounts from the Settlement Fund will be in direct proportion to the amount of a Class Member's purchases of Ready-Mixed Concrete from the Defendants at any time from July 1, 2000 through May 25, 2004. In the event that Plaintiffs and Class Counsel seek to make a distribution of the Settlement Fund or any other funds recovered in the Lawsuit to Class Members, a Claim Form with information about the proposed distribution and instructions for submitting a claim will be provided to Class Members.

8. Are there any other benefits under the Settlement?

Under the terms of the Settlement, Shelby has agreed to provide cooperation to the Plaintiffs and Class Counsel in their prosecution of the Lawsuit against the other Defendants. The cooperation to be provided by Shelby will include the identification and disclosure of facts and documents known to it relating to the antitrust violations alleged in the Lawsuit and to provide information known to it regarding the potential liability of the other Defendants and unnamed co-conspirators. Shelby has also agreed to continue to provide discovery to Plaintiffs and Class Counsel as if they were still a party to the Lawsuit, and to provide testimony in the trial of the Lawsuit against the other Defendants.

9. When will the Settlement be final?

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

PARTICIPATING IN THE SETTLEMENT

10. How do I participate in the Settlement?

If you believe you are a member of the Settlement Class, you do not need to take any action at this time to participate in the Settlement. In the event that Plaintiffs and Class Counsel seek to make a distribution of the Settlement Fund or any other funds recovered in the Lawsuit to Class Members, a Claim Form with information about the proposed distribution and instructions for submitting a claim will be provided to Class Members.

11. 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 Settlement and any orders of the Court related to the Settlement, and you agree to and will release any right you may have to pursue the same legal claims in this case against Shelby. However, if you are a member of the Settlement Class as defined by the Court you will not release any of the claims in the

Lawsuit against Defendants other than Shelby whether or not you exclude yourself from the Settlement Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. *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 Class, you will not be bound by any of the terms of the Settlement or any judgment entered pursuant to the Settlement, nor will you be eligible to receive any of benefits of the Settlement. You will retain and be free to pursue any claims that you may have against Shelby 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 _____, to the following:

| |
|--|
| Settlement Class Counsel: |
| Irwin B. Levin 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;
- 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: “In re Ready-Mixed Concrete Antitrust Litigation;”
- Be signed by you; and
- Be sent by U.S. mail, first class and postage prepaid, with a postmark on or before _____.

You cannot exclude yourself by phone or email.

13. *If I do not exclude myself, can I sue Shelby later?*

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

COMMENTING ON THE SETTLEMENT

14. *How do I tell the Court if I do not think the Settlement is fair?*

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

| | |
|--------------------------------------|--|
| Class Counsel: | Shelby Counsel: |
| Irwin B. Levin Cohen & Malad, LLP | George W. Hopper HOPPER & BLACKWELL, P.C. |

| | |
|---|--|
| One Indiana Square, Suite 1400 Indianapolis, IN 46204 | 111 Monument Circle Suite 452 Indianapolis, IN 46204 |
| The Court: | |
| The Honorable Sarah Evans Barker, Judge United States District Court, Southern District of Indiana United States Courthouse, Room 210 46 East Ohio Street Indianapolis, IN 46204 | |

An objection does not need to be in any particular format, except that the objection must:

- 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: “In re Ready-Mixed Concrete Antitrust Litigation;”
- 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 _____.

You cannot object to the 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.

15. *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 Shelby at your own expense. If you exclude yourself, you may not object to the Settlement and you cannot receive any payments or credits from the Settlement. If you remain a Settlement Class Member, you may object.

16. *Can I have a lawyer represent me?*

The law firms of Cohen & Malad, LLP and Susman Godfrey LLP have been appointed by the Court and represent you and other Settlement 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 Southern District of Indiana and must file a written appearance no later than _____. Copies of the appearance must be served on Class Counsel and Shelby Counsel at the addresses included in this Notice in accordance with the Federal Rules of Civil Procedure.

IF YOU DO NOTHING

17. *What happens if I do nothing at all?*

If you do nothing, you will remain a Settlement Class Member and will remain eligible for any benefits available under the Settlement. If the Court approves the Settlement, you will be bound by its terms as well as any Court orders related to the Settlement, and a release of any right you may have to pursue the same legal claims in this case against Shelby will be granted to Shelby.

THE LAWYERS REPRESENTING YOU

18. *How will the lawyers and costs be paid?*

Shelby has agreed not to oppose a request for a payment of attorneys' fees by Class Counsel in the amount of 33 1/3 % of the Settlement Amount, and the reimbursement of reasonable expenses, to be paid from the Settlement fund. The Court may be asked to approve the payment of attorneys' fees and expenses in this amount during the Fairness Hearing, and Shelby will not oppose the request for approval. If the Court approves these fees and expenses, they will be paid from the Settlement Fund. These fees and expenses, however, will not be paid until time for appeal and/or any appeal of this Settlement has been exhausted. The costs of providing this Notice and published notice of the Settlement, and the costs of settlement administration, will be paid from the Settlement Fund.

THE COURT'S FAIRNESS HEARING

19. *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 United States Courthouse, Room 210, 46 East Ohio Street, Indianapolis, Indiana, at ____ o'clock on _____. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will consider any objections, and listen to people 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 Settlement.

20. *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.

21. *May I show up and speak at the hearing?*

If you have submitted a timely written objection to the 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 Settlement and you may not speak at the Fairness Hearing

GETTING MORE INFORMATION

22. *How can I get more information?*

The description in this Notice is general and does not cover all of the issues and the proceedings thus far. More details about the Lawsuit and the Settlement, including a detailed definition of terms, are in the Settlement Agreement. You may review the Settlement Agreement and the court file during business hours at the Office of the Clerk of the United States District Court, United States Courthouse, Room 105,

46 East Ohio Street, Indianapolis, Indiana. You may also direct questions concerning the Settlement to Class Counsel at the address above. **Please do not contact the Court directly with any questions.**

/s/ Sarah Evans Barker, Judge
United States District Court,
Southern District of Indiana

Exhibit "B"

ATTENTION DIRECT PURCHASERS OF READY-MIXED CONCRETE

NOTICE OF CLASS ACTION SETTLEMENT

If you are or were a person or entity who purchased Ready-Mixed Concrete directly from Irving Materials, Inc., Prairie Material Sales, Inc., Builder's Concrete & Supply, Inc., Shelby Gravel, Inc., d/b/a Shelby Materials, American Concrete Company, Inc., Hughey, Inc., d/b/a Carmel Concrete Products, or MA-RI-AL Corporation d/b/a Beaver Materials Corporation (hereafter "Defendants"), which was delivered from a facility within the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, and Shelby, in the State of Indiana, at any time from and including July 1, 2000 through and including May 25, 2004, you may be entitled to comment on, exclude yourself, or receive payments from the Settlement.

PLEASE READ THIS NOTICE CAREFULLY.

A Settlement has been reached between the Plaintiffs in *In re Ready-Mixed Concrete Antitrust Litigation*, Case No. 1:05-cv-00979-SEB-JMS (the "Lawsuit") and Shelby Gravel, Inc., d/b/a Shelby Materials ("Shelby"), and the proposed Settlement Class has been certified by the United States District Court for the Southern District of Indiana (the "Court").

WHAT THIS LAWSUIT IS ABOUT: The Lawsuit asserts that the Defendants conspired to raise, fix, maintain, or stabilize the price of Ready-Mixed Concrete sold from plants in the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, and Shelby, in the State of Indiana (the "Central Indiana Area") at artificially high levels, in violation of Section 1 of the Sherman Act, Title 15, United States Code, Section 1. The Defendants deny the allegations of the Lawsuit.

WHO IS IN THE CLASS: You are a member of the Proposed Settlement Class if you purchased Ready-Mixed Concrete directly from Irving Materials, Inc., Prairie Material Sales, Inc., Builder's Concrete & Supply, Inc., Shelby Gravel, Inc., d/b/a Shelby Materials, American Concrete Company, Inc., Hughey, Inc., d/b/a Carmel Concrete Products, or MA-RI-AL Corporation d/b/a Beaver Materials Corporation, which was delivered from a facility within the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, and Shelby, in the State of Indiana, at any time from and including July 1, 2000 through and including May 25, 2004.

THE PROPOSED SETTLEMENT: Shelby has agreed to pay the amount of \$4,700,000 ("Settlement Amount") pursuant to the terms of the Settlement to be deposited into a Settlement Fund. After appeals and/or the time for appeals of this Settlement have been exhausted, the Plaintiffs and Class Counsel may seek permission from the Court to receive 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 on behalf of Class Members to pursue the Lawsuit against the Defendants other than Shelby. The Settlement does not prevent the Plaintiffs from seeking damages caused by Shelby's alleged participation in the price-fixing conspiracy from other Defendants.

This settlement was achieved after more than two years of litigation and numerous negotiating sessions between Class Counsel and the lawyers for Shelby. Because of the inherent risks of litigation, and the possibility that Shelby will be able to limit its damages on the basis of cooperation provided under the Department of Justice Leniency Program, Plaintiffs believe that the Settlement provides the most fair and efficient resolution of the Plaintiffs' and Class Members' claims against Shelby. Shelby denies any liability for the claims in the Lawsuit, and the Court has not made any determination of Shelby's liability for the claims.

Because of the ongoing nature of the claims in the Lawsuit against the other Defendants, Plaintiffs and Class Counsel plan to defer distribution of the Settlement Fund to Class Members until a later date, and do not know at this time when they will seek permission from the Court to make distributions from the Settlement Fund to Class Members.

In the event that Plaintiffs and Class Counsel seek to make a distribution of the Settlement Fund or any other funds recovered in the Lawsuit to Class Members, it is anticipated that the proposed distribution of amounts from the Settlement Fund will be in direct proportion to the amount of a Class Member's purchases of Ready-Mixed Concrete from the Defendants at any time from July 1, 2000 through May 25, 2004. In the event that Plaintiffs and Class Counsel seek to make a distribution of the Settlement Fund or any other funds recovered in the Lawsuit to Class Members, a Claim Form with information about the proposed distribution and instructions for submitting a claim will be provided to Class Members.

OTHER BENEFITS OF THE SETTLEMENT: Under the terms of the Settlement, Shelby has agreed to provide cooperation to the Plaintiffs and Class Counsel in their prosecution of the Lawsuit against the other Defendants. The cooperation to be provided by Shelby will include the identification and disclosure of facts and documents known to it relating to the antitrust violations alleged in the Lawsuit and to provide information known to it regarding the potential liability of the other Defendants and unnamed co-conspirators. Shelby has also agreed to continue to provide discovery to Plaintiffs and Class Counsel as if they were still a party to the Lawsuit, and to provide testimony in the trial of the Lawsuit against the other Defendants.

PAYMENT OF ATTORNEY'S FEES AND COSTS: Shelby has agreed not to oppose a request for a payment of attorneys' fees by Class Counsel in the amount of 33 1/3 % of the Settlement Amount, and the reimbursement of reasonable expenses, to be paid from the Settlement fund. The Court may be asked to approve the payment of attorneys' fees and expenses in this amount during the Fairness Hearing, and Shelby will not oppose the request for approval. These fees and expenses, however, will not be paid until time for appeal and/or appeal of this Settlement has been exhausted.

| YOUR LEGAL RIGHTS AND OPTIONS IF YOU ARE A CLASS MEMBER: (YOU MUST CHOOSE BETWEEN ONE OF THESE OPTIONS) | | DEADLINE |
|--|--|-----------------|
| EXCLUDE YOURSELF | You may exclude yourself from the Settlement, in which case you will not be eligible to receive any payments from the Settlement that are approved by the Court, or to comment on the Settlement. A request for exclusion must: (i) state that you intend 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: "In re Ready Mixed Concrete Antitrust Litigation;" (v) be signed by you; and (vi) be sent by | M/D/Y |

| | | |
|------------------------|--|-------|
| | U.S. mail, first class and postage prepaid, with a postmark on or before _____, to Class Counsel at the address below. | |
| DO NOTHING | If you choose to do nothing you will remain eligible to receive any payments from the Settlement that are approved by the Court. This will result in a release of any right you may have to pursue the same legal claims in this case against Shelby, but will not result in a release of any right you may have to pursue the same legal claims against the other Defendants. | N/A |
| OBJECT | You may write to the Court if you do not think the Settlement is fair. If you exclude yourself from the Settlement you may not object. To be considered, 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: "In re Ready Mixed Concrete Antitrust Litigation;" (iv) state the reasons for your objection; (v) be accompanied by any evidence, briefs, motions or other materials you intend to offer in support of your objection; (vi) be signed by you; and (vii) be sent by U.S. mail, first class and postage prepaid, with a postmark on or before _____, to Class Counsel, Shelby Counsel, and the Court, at the addresses below. | M/D/Y |
| GO TO A HEARING | If you object, you may also ask to speak in Court about the fairness of the Settlement. | M/D/Y |

FAIRNESS HEARING: The Court will hold a hearing – which is called the Fairness Hearing – at the United States Courthouse, Room 210, 46 East Ohio Street, Indianapolis, Indiana, at ____ o'clock on _____. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. After the Fairness Hearing, the Court will decide whether to approve the Settlement. If you have submitted a timely written objection to the Settlement, you (or your lawyer) may be permitted to speak at the Fairness Hearing; however, you do not need to be present for the Court to consider your objection.

APPEAR BY COUNSEL: The law firms of Cohen & Malad, LLP and Susman Godfrey LLP have been appointed by the Court and represent you and other Settlement 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 Southern District of Indiana and must file a written appearance no later than _____. Copies of the appearance must be served on Class Counsel and Shelby Counsel at the addresses included in this Notice in accordance with the Federal Rules of Civil Procedure.

CONTACT INFORMATION:

| Class Counsel: | Shelby Counsel: | The Court: |
|--|--|---|
| Irwin B. Levin COHEN & MALAD, LLP One Indiana Square, Suite 1400 Indianapolis, IN 46204 | George W. Hopper HOPPER BLACKWELL, P.C. 111 Monument Circle Suite 452 Indianapolis, IN 46204 | The Honorable Sarah Evans Barker, Judge United States District Court, Southern District of Indiana United States Courthouse, Room 210 46 East Ohio Street Indianapolis, IN 46204 |

ADDITIONAL INFORMATION: The description in this Notice is general and does not cover all of the issues and the proceedings thus far. More details about the Lawsuit and the Settlement, including a detailed definition of terms, are in the Settlement Agreement. You may review the Settlement Agreement and the court file during business hours at the Office of the Clerk of the United States District Court, United States Courthouse, Room 105, 46 East Ohio Street, Indianapolis, Indiana. You may also direct questions concerning the Settlement to Class Counsel at the address above. **Please do not contact the Court directly with any questions.**

/s/ Sarah Evans Barker, Judge
United States District Court,
Southern District of Indiana

Exhibit "C"

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

| | | |
|----------------------------|---|--|
| IN RE READY-MIXED CONCRETE |) | Master Docket No. 1:05-cv-00979-SEB-JMS |
| ANTITRUST LITIGATION |) | |
| THIS DOCUMENT RELATES TO: |) | |
| ALL ACTIONS |) | |

**ORDER PRELIMINARILY APPROVING SETTLEMENT,
CERTIFYING SETTLEMENT CLASS, AND DIRECTING NOTICE**

Plaintiffs Kort Builders, Inc., Dan Grote, Cherokee Development, Inc., Wininger/Stolberg Group, Inc., Marmax Construction, LLC, Boyle Construction Management, Inc., and T&R Contractor, Inc. (“Plaintiffs”), by Co-Lead Counsel, and Defendant Shelby Gravel, Inc. d/b/a Shelby Materials, Richard Haehl and Philip Haehl (collectively, “Shelby”), by counsel, have submitted the “Settlement Agreement with Shelby Gravel, Inc. d/b/a Shelby Materials, Richard Haehl and Philip Haehl” dated _____ (“Settlement”), and have applied, pursuant to Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”), for an order: (1) certifying a Settlement Class; (2) preliminarily approving the terms and conditions set forth in the Settlement as fair, reasonable and adequate; (3) approving forms and a program for notice to the Settlement Class; and (4) scheduling a hearing to consider final approval of 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 pending notice to Class Members and a final hearing on whether the Settlement is fair, reasonable and adequate to the Class.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement with Shelby Gravel, Inc. d/b/a Shelby Materials, Richard Haehl and Philip Haehl.

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 Shelby on behalf of the following class (the “Settlement Class”):

All Persons who purchased Ready-Mixed Concrete directly from any of the Defendants or any of their co-conspirators, which was delivered from a facility within the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, or Shelby, in the State of Indiana, at any time during the period from and including July 1, 2000 through and including May 25, 2004, but excluding Defendants, their co-conspirators, their respective parents, subsidiaries, and affiliates, and federal, state, and local government entities and political subdivisions.

4. 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 numbers in the thousands and is so numerous that joinder of all members is impracticable;

b. There are questions of law and fact common to Plaintiffs and members of the Settlement Class, including whether Shelby and the other Defendants participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of Ready-Mixed Concrete in the Central Indiana Area 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;

c. 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

d. 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.

5. 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.

6. The Court appoints Plaintiffs Kort Builders, Inc., Dan Grote, Cherokee Development, Inc., Wininger/ Stolberg Group, Inc., Marmax Construction, LLC, Boyle Construction Management, Inc., and T&R Contractor, Inc. as Settlement Class Representatives. The Court further appoints Interim Co-Lead Counsel, Irwin B. Levin of Cohen & Malad, LLP, and Stephen D. Susman of Susman Godfrey LLP, as Settlement Class Counsel.

7. The Court finds that the terms of the Settlement in accordance with and as set forth in the Settlement Agreement are well within the range of a fair, reasonable and adequate settlement between the Settlement Class and Shelby 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 that are triggered by such preliminary approval.

8. The proposed Notice of Class Action Settlement and Hearing in the forms attached to the Settlement Agreement as Exhibit "A" (for mailed notice) and Exhibit "B" (for

9. 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 Courthouse, Room 210, 46 East Ohio Street, Indianapolis, Indiana, 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 Shelby; and (c) considering Class Counsel’s application for an award of Settlement-related attorneys’ fees, costs and expenses pursuant to Rule 23(h). The Court may adjourn, continue, and reconvene the Fairness Hearing pursuant to oral announcement 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.

10. In accordance with the Settlement, Class Counsel shall: (a) mail or cause to be mailed to each Class member for whom an address is available, as soon as practicable but no later than ninety (90) days from the date of this Order, a copy of the Mailed Notice in the form attached to the Settlement as Exhibit “A”; and (b) cause the Published Notice, attached to the Settlement as Exhibit “B”, to be published in two issues of the *Indianapolis Star*, no later than eighty (80) days from the date of this Order.

11. 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: “In re Ready-Mixed Concrete Antitrust Litigation;” (v) be signed by the person or on behalf of the entity requesting exclusion; and (vi) be sent by U.S. mail, first class and postage prepaid, with a postmark on or before a date certain to be agreed by Plaintiffs and Shelby but no less than thirty (30) days after the date that Mailed Notice is issued (the “Exclusion Deadline”). Members of the Settlement Class who submit a timely and valid request for exclusion from the Settlement Class 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.

12. 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: “In re Ready-Mixed Concrete Antitrust Litigation;” (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 by U.S. mail, first class and postage prepaid, with a postmark on or before a date certain to be agreed by Plaintiffs and Shelby but no less than thirty (30) days after the date that Mailed Notice is issued (the “Objection Deadline”).

13. 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.

14. 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.

15. 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 Southern District of Indiana, and must file a written appearance no later than a date certain to be agreed by Plaintiffs and Shelby but no less than thirty (30) days after the date that Mailed Notice is issued (the "Appearance Deadline"). Copies of the appearance must be served on Class Counsel and counsel for Shelby in accordance with the Federal Rules of Civil Procedure.

16. Not more than thirty (30) 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.

17. No less than five (5) days prior to the Fairness Hearing, Class Counsel shall file a motion for approval of the attorneys' fees and reasonable expenses, to be paid from the Settlement Fund under the terms of the Settlement once all appeals and/or the time for appeals of the Settlement have been exhausted, along with any supporting materials.

18. If Final Approval of the Settlement is not achieved, 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 Shelby in this action, and all Orders issued pursuant to the Settlement shall be vacated.

19. The Court may adjourn the date and/or time of the Fairness Hearing without further notice to the members of the Settlement Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

SO ORDERED.

Date: _____

The Honorable Sarah Evans Barker, Judge
United States District Court,
Southern District of Indiana

Exhibit "D"

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

| | | |
|----------------------------|---|-----------------------|
| IN RE READY-MIXED CONCRETE |) | Master Docket No. |
| ANTITRUST LITIGATION |) | 1:05-cv-00979-SEB-JMS |
| THIS DOCUMENT RELATES TO: |) | _____ |
| ALL ACTIONS |) | |

ORDER AND JUDGMENT APPROVING SETTLEMENT

WHEREAS, Plaintiffs Kort Builders, Inc., Dan Grote, Cherokee Development, Inc., Wininger/Stolberg Group, Inc., Marmax Construction, LLC, Boyle Construction Management, Inc., and T&R Contractor, Inc. (“Plaintiffs”), by Co-Lead Counsel, and Defendants Shelby Gravel, Inc. d/b/a Shelby Materials, Richard Haehl, and Philip Haehl (collectively “Shelby”), by counsel, entered into the “Settlement Agreement with Shelby Gravel, Inc. d/b/a Shelby Materials, Richard Haehl, And Philip Haehl” dated _____ (“Settlement”); and

WHEREAS, the Plaintiffs and Shelby applied pursuant to Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”) for an order certifying a Class for settlement purposes, for an order preliminarily approving the proposed Settlement and preliminarily approving the form and plan of notice as set forth in the Settlement;

WHEREAS, on _____, pursuant to 28 U.S.C. § 1715, Shelby notified the United States Attorney General and the Attorney General of the State of Indiana of the proposed Settlement and more than 90 days have passed since that notice was given and entry of this Order;

WHEREAS, on _____, the Court provisionally ordered that this Action may be settled as a class action on behalf of the following class (the “Settlement Class”):

All Persons who purchased Ready-Mixed Concrete directly from any of the Defendants or any of their co-conspirators, which was delivered from a facility within the Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Monroe, Morgan, or Shelby, in the State of Indiana, at any time during the period from and including July 1, 2000 through and including May 25, 2004, but excluding Defendants, their co-conspirators, their respective parents, subsidiaries, and affiliates, and federal, state, and local government entities and political subdivisions.

WHEREAS, on _____, _____ the Court entered an order certifying the Settlement Class for purposes of settlement, preliminarily approving the Settlement, approving the forms of notice of the Settlements to Class Members, directing that appropriate notice of the Settlements be given to Class Members, and scheduling a hearing on final approval (the “Preliminary Approval Order”);

WHEREAS, in accordance with the Settlement Agreement and the Preliminary Approval Order: (1) on _____ Class Counsel caused the Notice of Class Action Settlement and Hearing in the form attached to the Settlement as Exhibit “A” (“Mailed Notice”) to be mailed by United States First Class Mail to all known members of the Settlement Class, and on _____ and _____ caused the Published Notice in the form attached to the Settlement as Exhibit “B” to be published in the *Indianapolis Star*; and (2); the Affidavit of Notice filed with this Court by Class Counsel demonstrates compliance with the Preliminary Approval Order with respect to the Mailed Notice and the Published Notice and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, on _____, _____ 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 Shelby, 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 Shelby Gravel, Inc. d/b/a Shelby Materials, Richard Haehl, and Philip Haehl.”

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 Shelby and its counsel, and the Settlement Class and Shelby 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 Agreement with Shelby 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, Shelby, Shelby's counsel, Releasers and Releasees 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 occurrence of the Effective Date of the Settlement, Shelby and the other Releasees are hereby completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits and causes of action, whether class, individual or otherwise in nature, that Releasers, or each of them, ever had, now has, or hereafter can, shall, or may have on account of or arising out of or resulting from conduct, including any conspiracy, combination or agreement, concerning the pricing, selling, discounting, marketing, manufacturing, or distributing of Ready-Mixed Concrete in the Central Indiana Area and in the Indiana Counties of Bartholomew, Brown, Rush and Jackson, during the Class Period, 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 arise under any federal or state antitrust statute, law, rule or regulation, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.* ("Released Claims"), provided, however, that nothing herein shall release any product defect or breach of contract claims between the parties relating to Ready Mixed Concrete. No other Defendant in the above-captioned Action is released from any claim of any kind whatsoever as a result of the Settlement, the Court's approval of the Settlement or the entry of this Order and Judgment.

10. As to Shelby but not as to any other Defendant, the above-captioned Action is hereby dismissed with prejudice and, except as provided for in the Settlement, without costs.

11. Any claims against Plaintiffs or their counsel arising out of, relating to or in connection with the Action as against Shelby are hereby released by the Releasees and their counsel, and they are permanently enjoined and barred from instituting, asserting or prosecuting any and all claims which the Releasees or their counsel or any of them, had, have or may in the future have against Plaintiffs or their counsel arising out of, relating to or in connection with the Action as against Shelby.

12. The Court hereby reserves its exclusive, general, and continuing jurisdiction over the Plaintiffs, the Settlement Class, Class Counsel, Shelby, Shelby's counsel, Releasers and Releasees 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.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

SO ORDERED.

Date: _____

The Honorable Sarah Evans Barker, Judge
United States District Court,
Southern District of Indiana