

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF IOWA  
WESTERN DIVISION**

**IN RE: IOWA READY-MIX  
CONCRETE ANTITRUST  
LITIGATION**

**No. C10-4038-MWB  
(CONSOLIDATED CASES)**

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**DEFENDANT SIOUXLAND CONCRETE COMPANY'S  
MOTION FOR FINDING OF "SATISFACTORY COOPERATION"**

Defendant Siouxland Concrete Company ("Siouxland") moves that pursuant to Section 213(b) of the Antitrust Criminal Penalty Enforcement and Reform Act of 2004 ("ACPERA")<sup>1</sup>, this Court find that Siouxland provided "satisfactory cooperation" to Plaintiffs herein and is therefore entitled to the limitation of damages provided by the Statute. In support of its motion, Siouxland states as follows:

1. As more thoroughly explained in the accompanying Memorandum of Law, which is attached hereto as Exhibit D and incorporated by reference, ACPERA provides that where a leniency applicant, who has entered into a leniency agreement with the U.S. Department of Justice's Antitrust Division ("DOJ"), provides "satisfactory cooperation" to plaintiffs in a civil antitrust litigation, the amount of damages plaintiffs can recover from the leniency applicant are limited to the actual damages attributable to the leniency applicant's conduct.

2. As more thoroughly explained in the accompanying Memorandum of Law, Siouxland entered into a leniency agreement with the DOJ and has received conditional leniency thereunder.

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<sup>1</sup> Pub.L. No. 108-237, Title II, §§ 201-221, 118 Stat. 665 (2004), as extended by Pub.L. No. 111-30, Title II, §§ 1-3, 123 Stat. 1775 (2009) and Pub.L. No. 111-190, Title II, §§ 1-7, 124 Stat. 1275 (2010). These public laws, which are attached hereto as Exhibits A, B and C, respectively, amend 15 U.S.C. § 1 and the statutory notes thereto.

3. As more thoroughly explained in the accompanying Memorandum of Law, Siouxland has provided "satisfactory cooperation" throughout the course of this litigation pursuant to Section 213(b) of ACPERA.

4. Pursuant to Section 213(a) of ACPERA, Siouxland's damages should be limited to "actual damages sustained" by Plaintiffs that are "attributable to" Siouxland's alleged wrongful conduct. Siouxland should not be subject to treble damages or joint and several liability.

5. Counsel for Siouxland has conferred in good faith with counsel for the Plaintiff Class who does not oppose and consents to this Motion, provided that the settlement is approved. If the settlement is not approved, counsel for the Plaintiff Class reserves its opinion on cooperation until the end of that portion of the case against Siouxland.

6. Siouxland's counsel also asked Mr. William Pakalka, liaison defense counsel, to circulate to the joint defense group a request to notify Siouxland's counsel of any objection to this motion by any defendant. Neither Siouxland's counsel nor Mr. Pakalka received any objection.

WHEREFORE Siouxland respectfully requests that this Court enter an Order, in the form attached hereto as Exhibit E: (i) finding that Siouxland has provided Plaintiffs with "satisfactory cooperation" under Section 213(b) of the Statute, and (ii) pursuant to Section 213(a) of the Statute, limiting the damages recoverable against Siouxland for its wrongful conduct, so that Siouxland is not subject to treble damages or joint and several liability.

DATED this 17<sup>th</sup> day of October, 2011.

Respectfully submitted,  
STINSON MORRISON HECKER LLP

*/s/ David E. Everson*

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on October 17, 2011, a true and correct copy of the forgoing was electronically transmitted to the Clerk of the Court using the ECF System for filing, which served notice on all registered counsel of record.

*/s/ David E. Everson*

*Attorney for Defendant Siouxland Concrete Co.*