

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., or its subsidiary Hoosier Concrete LLC, 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., or its subsidiary Hoosier Concrete LLC, 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 Defendants Scott D. Hughey and Hughey, Inc., d/b/a Carmel Concrete Products, by and through Deborah J. Caruso, the Chapter 7 Bankruptcy Trustee for Hughey, Inc. (hereafter “Hughey, Inc.”) (hereafter collectively the “Hughey Defendants”), 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 the Hughey Defendants.
- The purpose of this Notice is to advise members of the Settlement Class defined above of the proposed Settlement of claims being asserted against the Hughey Defendants, 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 May 17, 2010. 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 the Hughey Defendants about the legal claims brought, or which could be brought in this case.	April 2, 2010
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 the Hughey Defendants, 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.	April 2, 2010
GO TO A HEARING	If you object, you may also ask to speak in Court about the fairness of the Settlement.	May 17, 2010

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 or a Defendant’s subsidiary or affiliate, 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 the Hughey Defendants 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 Plaintiffs 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 Hughey Defendants deny any liability for the claims in the Lawsuit, and the Court has not made any determination of the Hughey Defendants' 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 the Hughey Defendants 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 the Hughey Defendants a release of any right they may have to pursue the same legal claims brought, or which could have been brought, in this case against the Hughey Defendants.

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 the Hughey Defendants. 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., or its subsidiary Hoosier Concrete, LLC, 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?

Hughey, Inc. has agreed to pay the amount of \$375,000 ("Settlement Amount") pursuant to the terms of the Settlement. On March 19, 2007, Hughey, Inc. filed a voluntary petition for bankruptcy under Chapter 7 of the United States Bankruptcy Code, initiating the case entitled *In re: Hughey, Inc.*, United States Bankruptcy Court, Southern District of Indiana, Case No. 07-02160-FJO-7 (hereafter the "Hughey Bankruptcy"). This Settlement was achieved after more than three years of litigation and numerous negotiating sessions between Class Counsel and the Chapter 7 Bankruptcy Trustee acting for Hughey, Inc.

In addition, Scott D. Hughey has agreed to provide cooperation to the Plaintiffs and Class Counsel in their prosecution of the Lawsuit against the other Defendants, to provide discovery to Plaintiffs and Class Counsel as if he was still a party to the Lawsuit, and to provide testimony in the trial of the Lawsuit against the other Defendants.

Because of the inherent risks of litigation and the limited funds available in the Hughey Bankruptcy, Plaintiffs believe that the Settlement provides a fair and efficient resolution of the Plaintiffs' and Class Members' claims against the Hughey Defendants.

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 the Hughey Defendants. The Settlement does not prevent the Plaintiffs from seeking damages from other Defendants caused by the Hughey Defendants' alleged participation in the price-fixing conspiracy.

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. When will the Settlement be final?

The Court will hold a hearing on **May 17, 2010** 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

9. 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.

10. 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 brought, or which could have been brought, in this case against the Hughey Defendants. 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 the Hughey Defendants whether or not you exclude yourself from the Settlement Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. 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 the benefits of the Settlement. You will retain and be free to pursue any claims that you may have against the Hughey Defendants on your own behalf and at your own cost, subject to any orders entered in the Hughey Bankruptcy.

If you wish to exclude yourself from the Settlement Class, you must mail a written request for exclusion, no later than April 2, 2010, 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 against the Hughey Defendants;
- 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 April 2, 2010.

You cannot exclude yourself by phone or email.

12. If I do not exclude myself, can I sue the Hughey Defendants later?

Unless you exclude yourself, you cannot sue the Hughey Defendants 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 the Hughey Defendants will be subject to applicable statutes of limitation.

COMMENTING ON THE SETTLEMENT

13. 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 April 2, 2010, to the following:

Class Counsel: Irwin B. Levin COHEN & MALAD, LLP One Indiana Square, Suite 1400 Indianapolis, IN 46204	Chapter 7 Bankruptcy Trustee: Deborah J. Caruso DALE & EKE, P.C. 9100 Keystone Crossing, Suite 400 Indianapolis, IN 46240
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 April 2, 2010.

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.

14. 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 the Hughey Defendants at your own expense and subject to any orders entered in the Hughey Bankruptcy. 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.

15. 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 April 2, 2010. Copies of the appearance must be served on Class Counsel and the Chapter 7 Bankruptcy Trustee at the addresses included in this Notice in accordance with the Federal Rules of Civil Procedure.

IF YOU DO NOTHING

16. 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 the Hughey Defendants will be granted to the Hughey Defendants.

THE LAWYERS REPRESENTING YOU

17. How will the lawyers and costs be paid?

Class Counsel will file a petition with the Court no later than seven days prior to the Fairness Hearing asking for payment of attorneys' fees in the amount of 33 1/3 % of the Settlement Amount, and the reimbursement of reasonable expenses, to be paid from the Settlement Fund, which petition will be available on the Settlement website. The Court may consider whether to approve the payment of attorneys' fees and expenses in this amount during the Fairness Hearing, or at a later time determined by the Court.

The Hughey Defendants have agreed not to oppose a request by Class Counsel for a payment of attorneys' fees in the amount of 33 1/3 % of the Settlement Amount, and the reimbursement of reasonable expenses, to be paid from the Settlement Fund. 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

18. 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 216, 46 East Ohio Street, Indianapolis, Indiana, at 10:00 a.m. on May 17, 2010. 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.

19. 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.

20. 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

21. 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.

Additional information about the Lawsuit and the Settlement may be obtained from the following Internet website:
www.ConcreteAntitrustSettlement.com.

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