

THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF INDIANA

NOTICE OF CLASS CERTIFICATION FOR TRIAL

If you purchased concrete in Marion County, Indiana and/or the surrounding counties between July 1, 2000 and May 25, 2004, a class action lawsuit may affect your rights.

A court authorized this notice. This is not a solicitation from a lawyer.

- Several central Indiana contractors have sued 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 (hereafter "Defendants"), alleging they conspired to fix their prices of ready-mixed concrete.
- The Court has allowed the lawsuit to be a class action on behalf of a class composed of purchasers of ready-mixed concrete from these 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 Plaintiffs previously settled the claims of themselves and of settlement classes against all of the Defendants other than Builder's Concrete & Supply, its President Butch Nuckols, and its Executive Vice President John Blatzheim (collectively "Builder's"). Class members have previously received mailed and/or published notice of these settlements, and have been given an opportunity to participate in or opt out of the settlements. Builder's is the only remaining defendant in this action; the Class certified by the Court will only pursue claims against Builder's. Your decision whether to remain in the Class will therefore only affect your rights against Builder's, and will not affect your right to participate in the previously announced settlements.
- If you are a member of the class, your legal rights are affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

DO NOTHING	Stay in this lawsuit. Await the outcome. Give up certain rights. By doing nothing, you keep the possibility of getting money that may come from Builder's through a trial or a settlement. But, you give up any rights to sue Builder's separately about the same legal claims in this lawsuit.
ASK TO BE EXCLUDED	Get out of this lawsuit. Get no benefits from Builder's. Keep rights. If you ask to be excluded and money from Builder's is later awarded, you won't share in that money. But, you will keep any rights to sue Builder's separately about the same legal claims in this lawsuit.

- Your options are explained in this notice. To ask to be excluded, you must act before **April 2, 2010**.
- The lawyers must prove the claims against Builder's at a trial set to start July 12, 2010. If money or benefits are obtained from Builder's, you will be notified about how to ask for a share.
- **Any questions? Read on and visit www.ConcreteAntitrustSettlement.com.**

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BASIC INFORMATION

1. What is this lawsuit 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.

2. Why did I get this notice?

The Defendants’ records show that you are a member of the Class because you purchased ready-mixed concrete from a plant located in one or more of the counties listed above during the period of July 1, 2000 to May 25, 2004. This notice explains that the Court has allowed, or “certified,” a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court holds a trial. The trial is to decide whether the claims being made against Builder’s, on your behalf, are correct. Judge Sarah Evans Barker of the United States District Court for the Southern District of Indiana is overseeing this class action. The lawsuit is known as *In re: Ready-Mixed Concrete Antitrust Litigation*, Case No. 1:05-cv-00979.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The Class Representatives who sued—and all the Class Members like them—are called the Plaintiffs. The companies and individuals they sued are called the Defendants. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

The Court decided that this lawsuit can be a class action and move towards a trial because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Court found that:

- There are thousands of persons and entities who fall within the defined Class;
- There are legal questions and facts that are common to each of them;
- The Class Representatives’ claims are typical of the claims of the rest of the Class;
- The Class Representatives and the lawyers representing the Class will fairly and adequately represent the Class’s interests;
- The common legal questions and facts are more important than questions that affect only individuals; and
- This class action will be more efficient than having many individual lawsuits.

More information about why the Court is allowing this lawsuit to be a class action is in the Court’s order certifying the Class, which is available at www.ConcreteAntitrustSettlement.com.

THE CLAIMS IN THE LAWSUIT

4. What does the lawsuit complain about?

In the lawsuit, the Plaintiffs say 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. You can read the Plaintiffs’ Second Amended Consolidated Class Action Complaint at www.ConcreteAntitrustSettlement.com.

5. How do the Defendants answer?

The Defendants deny that they did anything wrong and say that, even if they did conspire to raise, fix, maintain, or stabilize the price of their Ready-Mixed Concrete, they never actually carried this agreement out, and that it would be impossible to prove the impact of any conspiracy on a class-wide basis.

6. Has the Court decided who is right?

The Court hasn't decided whether the Defendants or the Plaintiffs are correct. By establishing the Class and issuing this Notice, the Court is not suggesting that the Plaintiffs will win or lose this case. The Plaintiffs must prove their claims against Builder's at a trial starting July 12, 2010. (See "The Trial" below on page 4.)

7. What are the Plaintiffs asking for?

The Plaintiffs are asking for monetary damages against Builder's.

9. Is there any money available now?

Money has previously been obtained through settlements with the Defendants other than Builder's. No money from Builder's is available now because the Court has not yet decided whether Builder's did anything wrong, and the two sides have not settled the case. There is no guarantee that money ever will be obtained from Builder's. If it is, you will be notified about how to ask for a share as long as you do not decide to opt out of the Class, as described below.

WHO IS IN THE CLASS

You need to decide whether you are affected by this lawsuit.

10. Am I part of the Class?

You are a member of the Class if you fall within the following definition set forth in Judge Barker's order certifying the Class:

All individuals, partnerships, corporations, limited liability companies, or other business or legal 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, or Shelby in the State of Indiana, at any time from July 1, 2000 through 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.

11. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help at www.ConcreteAntitrustSettlement.com, or by calling or writing to the lawyers in this case, at the phone number or address listed in question 21.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded before the trial, and you have to decide this now.

12. What happens if I do nothing at all?

You don't have to do anything now if you want to keep the possibility of getting money or benefits from Builder's in this lawsuit. By doing nothing you are staying in the Class. If you stay in and the Plaintiffs obtain money or benefits from Builder's, either as a result of the trial or a settlement, you will be notified about how to apply for a share (or how to ask to be excluded from any settlement). Keep in mind that if you do nothing now, regardless of whether the Plaintiffs win or lose the trial, you will not be able to sue, or continue to sue, Builder's—as part of any other lawsuit—about the same legal claims that are the subject of this lawsuit. You will also be legally bound by all of the Orders the Court issues and judgments the Court makes in this class action.

13. Why would I ask to be excluded?

If you would prefer to pursue your own antitrust lawsuit against Builder's you should ask to be excluded from the Class. If you exclude yourself from the Class—which also means to remove yourself from the Class, and is sometimes called "opting-out" of the Class—you won't get any money from Builder's in this lawsuit even if the Plaintiffs obtain it as a result of the trial or from any settlement (that may or may not be reached) between Builder's and the Plaintiffs. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action. If you pursue your own lawsuit against Builder's after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against Builder's, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

14. How do I ask the Court to exclude me from the Class?

To ask to be excluded, you must send an “Exclusion Request” in the form of a letter sent by mail, stating that you want to be excluded from the certified class in *In re: Ready-Mixed Concrete Antitrust Litigation*. Be sure to include your name and address, and sign the letter. You must mail your Exclusion Request postmarked by **April 2, 2010** to:

In re: Ready-Mixed Concrete Exclusions
One Indiana Square, Suite 1400
Indianapolis, IN 46204

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court decided that the law firms of Cohen & Malad, LLP, of Indianapolis, IN, and Susman Godfrey LLP, of Houston, TX, are qualified to represent you and all Class Members. Together the law firms are called “Class Counsel.” They are experienced in handling similar cases. More information about these law firms, their practices, and their lawyers’ experience is available at www.cohenandmalad.com and www.susmangodfrey.com.

16. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

17. How will the lawyers be paid?

If Class Counsel get money for the Class from Builder’s, they may ask the Court for fees and expenses. You won’t have to pay these fees and expenses. If the Court grants Class Counsel’s request, the fees and expenses would be either deducted from any money obtained for the Class or paid separately by Builder’s.

THE TRIAL

The Court has scheduled a trial to decide who is right in this case.

18. How and when will the Court decide who is right?

As long as the case against Builder’s isn’t resolved by a settlement or otherwise, Class Counsel will have to prove the Plaintiffs’ claims against Builder’s at a trial. The trial is currently set to start on Monday, July 12, 2010, in the United States District Court for the Southern District of Indiana, United States Courthouse, Room 216, 46 East Ohio Street, Indianapolis, IN 46204. During the trial, a Jury or the Judge will hear all of the evidence to help them reach a decision about whether the Plaintiffs or Builder’s are right about the claims in the lawsuit. There is no guarantee that the Plaintiffs will win, or that they will get any money for the Class.

19. Do I have to come to the trial?

You do not need to attend the trial. Class Counsel will present the case for the Plaintiffs, and Builder’s will present the defenses. You or your own lawyer are welcome to come at your own expense.

20. Will I get money after the trial?

If the Plaintiffs obtain money from Builder’s as a result of the trial or a settlement, you will be notified about how to participate. We do not know how long this will take.

GETTING MORE INFORMATION

21. Are more details available?

Visit the website, www.ConcreteAntitrustSettlement.com, where you will find the Court’s order certifying the class, the Complaint that the Plaintiffs submitted, and other information about this case. You may also speak to one of the lawyers by calling 1-317-636-6481, or by writing to:

In re: Ready-Mixed Concrete
One Indiana Square, Suite 1400
Indianapolis, IN 46204