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March 26, 2025

**Via E-mail**

**Re: Construction Equipment Rental Antitrust Investigation and Potential Litigation**

Dear \_\_\_\_\_:

As you know, my firm has investigated possible violations of federal antitrust law by Rouse Services, LLC (“Rouse”) and certain major providers of construction equipment rentals. Rouse provides Rouse Rental Insights (“RRI”) as an “exclusive source for benchmark rate and utilization data.” Per Rouse, RRI uses “actual rental invoices and daily fleet snapshots from over 250 companies” to provide comparison points for rental rates, amongst other metrics, for subscribers to benchmark their own products. Rouse advertises that it “pull[s] data directly from our clients’ systems to ensure our rate benchmarks are based on actual rental invoices billed to customers, not list rates or quoted rates.” Rouse releases an annual list of the top 100 construction equipment rental companies and has published that nine of the top ten in that list, including all of the top three, use its RRI benchmarking software. Known clients include United Rentals, Herc, H&E Rentals, and SunBelt Rentals, Sunstate Equipment, Equipment Share, and Aggreko, among others. In reality, it is alleged that the RRI platform is utilized in a manner that allows construction equipment rental companies coordinate and artificially inflate prices to their customers.

We understand that you have paid for construction equipment rentals from some of the alleged co-conspirators named above and were like impacted by the alleged scheme. Therefore, you likely have standing to bring a claim. Based on our investigation, we believe the matter has substantial merit.

Countersigning this letter will confirm that you have retained Grabar, LLC, d/b/a Grabar Law Office (the “Law Firm”), as your counsel to investigate, and if appropriate, bring an action alleging violations of federal law as previously described. The action will be brought as a class action on behalf of all persons and entities that we determine have been adversely affected by the violations alleged in the complaint. The Law Firm has agreed to bring this action on a contingency basis. **You will not be responsible for paying any of the Law Firm’s fees in connection with this litigation.** Our attorneys’ fees and reimbursement of our expenses will be paid as the Court may permit and approve out of any proceeds, by judgment or out-of-court settlement that may be obtained for the benefit of the plaintiffs and class members. The Law Firm will be working in coordination with, and may affiliate as co-counsel with, other law firms in litigating this matter. The Law Firm together with all other such attorneys will advance the costs of the case. **You will not be responsible for paying any of the attorneys’ expenses in connection with this litigation.**

**Grabar Law Office**

Page 2

The Law Firm together with all other such attorneys will also indemnify you for any direct costs associated with participation in the lawsuit, should there be any.

I will forward a draft complaint for you to review, edit if needed, and accept prior to filing on your behalf.

By countersigning this letter, you further confirm that I have advised you that you should not destroy or alter, and that you should retain and preserve, any and all papers or electronic files which relate in any way to your interactions and transactions with the Defendants in this action, and to the claims asserted in this action generally. This preservation confirmation includes not only preservation of hard copy paper but also of data generated by and/or stored on your electronic storage media (*e.g.*, hard drives, floppy disks, back-up tapes or other electronic media, if any).

Please countersign this letter and return it to me via DocuSign, e-mail at [jgrabar@grabarlaw.com](mailto:jgrabar@grabarlaw.com), or fax to 267-507-6048 to indicate your agreement and authorization to proceed with filing this case on your behalf. If you have any questions, please do not hesitate to call me at my office or my cellular phone. I will, of course, be pleased to answer any questions you may have.

I appreciate this opportunity to represent you in this matter and hope that it can be concluded to your satisfaction.

Agreed and Acknowledged:

Date: \_\_\_\_\_

on behalf of

Date: 3/26/25

\_\_\_\_\_  
Joshua H. Grabar, Esq.  
Grabar Law Office