

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

CAPITAL GLASS & TRIM
CO., INC.;
DUNN GLASS COMPANY, INC.;
NELSON-BRANTLEY GLASS
CO., INC.;
NORMENT GLASS COMPANY,
INC.;
WAGNON AUTO PARTS, INC.; and
OSCAR LEE, doing business as
LEE GLASS COMPANY,

Defendants.

Civil Action No. 3679-N

Filed: May 25, 1972

COMPLAINT

The United States of America, plaintiff, by its attorneys, acting under the direction of the Attorney General of the United States, brings this civil action against the above-named defendants, and complains and alleges as follows:

I

JURISDICTION AND VENUE

1. This complaint is filed and this action is instituted under Section 4 of the Act of Congress of July 2, 1890, as amended (15 U.S.C. Section 4), commonly known as the Sherman Act, in order to prevent and restrain the continuing violation by the defendants, as hereinafter alleged, of Section 1 of said Act (15 U.S.C. Section 1).

2. Each defendant is located in, transacts business, and is found within the Middle District of Alabama, Northern Division.

II

DEFINITIONS

3. As used herein:

(a) "auto glass parts" means automobile and truck windshields, side vents, sidelites, back-lites, sealer kits and other related parts and materials;

(b) "auto glass replacement" means the business of applying auto glass parts and labor to automobiles and trucks; and

(c) "glass shop" means any individual, partnership, or corporation engaged in the performance of auto glass replacement or the sale of auto glass parts.

III

THE DEFENDANTS

4. The corporations named below are hereby made defendants in this complaint. Each of said corporations is organized and exists under the laws of the State of Alabama and has its principal place of business in the city indicated. Within the period of time covered by this complaint, said defendants have sold auto glass parts or have engaged in the performance of auto glass replacement or both in Montgomery County, Alabama.

Defendant
Corporation

Principal Place
of Business

Capital Glass & Trim
Co., Inc.

Montgomery, Alabama

<u>Defendant Corporation</u>	<u>Principal Place of Business</u>
Dunn Glass Company, Inc.	Montgomery, Alabama
Nelson-Brantley Glass Co., Inc.	Birmingham, Alabama
Norvent Glass Company, Inc.	Montgomery, Alabama
Wagnon Auto Parts, Inc.	Montgomery, Alabama

5. Oscar Lee, doing business as Lee Glass Company, is made a defendant herein. Lee Glass Company is a sole proprietorship owned by Oscar Lee located in the City of Montgomery, Montgomery County, Alabama. Within the period of time covered by this complaint, Lee Glass Company has engaged in the performance of auto glass replacement in Montgomery County, Alabama.

IV

CO-CONSPIRATORS

6. Various firms, corporations and individuals not made defendants in this complaint participated as co-conspirators in the offense hereinafter alleged and have performed acts and made statements in furtherance thereof.

V

TRADE AND COMMERCE

7. Glass shops, including defendants, purchase auto glass parts for use in the performance of auto glass replacement. In addition, they often buy auto glass parts for resale to automobile repair shops and others. Most, if not all, of the auto glass parts used in the performance of auto glass replacement or sold by glass shops in Montgomery County, Alabama, including defendants, are manufactured in states other than the State of Alabama. In 1970, defendants

purchased auto glass parts valued at about \$200,000. During the first eight months of 1971, defendants purchased auto glass parts valued at more than \$135,000. There is, and has been during the time period covered by this complaint, a regular, continuous and substantial flow in interstate commerce of auto glass parts from suppliers located outside the State of Alabama through the conduits of glass shops in Montgomery County, including defendants, to consumers whose automobiles and trucks require, and have required, auto glass replacement.

8. Auto glass replacement charges are computed by adding together the price of the glass parts installed and the charges for the labor involved. During 1970, defendants had total revenues from auto glass replacement exceeding \$285,000: auto glass parts sold in conjunction with auto glass replacement amounted to about \$230,000; and labor charges billed amounted to about \$55,000. During the first eight months of 1971, defendants had total revenues from auto glass replacement exceeding \$182,000: auto glass parts sold in conjunction with auto glass replacement exceeded \$142,000; and labor charges billed amounted to about \$41,000.

VI

OFFENSE ALLEGED

9. Beginning at least as early as 1970, the exact date being to the plaintiff unknown, and continuing to the date of the filing of this complaint, the defendants and co-conspirators have engaged in a combination and conspiracy in unreasonable restraint of the aforesaid

interstate trade and commerce in violation of Section 1 of the Act of Congress of July 2, 1890, as amended (15 U.S.C. Section 1), commonly known as the Sherman Act. Said combination and conspiracy is continuing, and will continue unless the relief hereinafter prayed for is granted.

10. The aforesaid combination and conspiracy has consisted of a continuing agreement, understanding, and concert of action among the defendants and co-conspirators, the substantial terms of which have been and are:

(a) to fix, raise, and maintain the prices charged for auto glass parts; and

(b) to fix, raise, and maintain rates charged for labor performed in conjunction with auto glass replacement.

11. In furtherance of the aforesaid combination and conspiracy, the defendants and co-conspirators have, among other things, done those things which they combined and conspired to do.

VII

EFFECTS

12. The offense hereinbefore alleged has had the following effects, among others:

(a) competition between and among the defendants and co-conspirators in the sale of auto glass parts and in the performance of auto glass replacement has been restrained;

(b) prices of auto glass parts and of auto glass replacement have been fixed, raised, and maintained at non-competitive and artificial levels; and

(c) owners of automobiles and trucks with damaged auto glass parts and their insurers have been deprived of the opportunity to obtain auto glass parts and auto glass replacement at competitive prices.

PRAYER

WHEREFORE, the plaintiff prays:

1. That the aforesaid combination and conspiracy, and the aforesaid agreement, understanding, and concert of action between and among the several defendants in restraint of the hereinbefore described interstate trade and commerce be adjudged and decreed to be unlawful and in violation of Section 1 of the Sherman Act.

2. That the defendants, their officers, directors, agents and employees, and all persons acting or claiming to act on their behalf, be perpetually enjoined from continuing, reviving or renewing the aforesaid illegal combination and conspiracy and the aforesaid agreement, understanding, and concert of action, and from engaging in practices having the purpose or effect of continuing, reviving or renewing any similar violation of the Sherman Act.

3. That the plaintiff have such other and further relief as the nature of the case may require and that the Court may deem just and proper.

4. That the plaintiff recover its taxable costs.

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