

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

JACKSON'S ATLANTA READY MIX
CONCRETE COMPANY, INC.;
JACKSON'S EAST POINT READY
MIX CONCRETE COMPANY, INC.;
and
CITIZENS BANK OF HAPEVILLE,

Defendants.

Civil Action No. 16-139

Filed: January 28, 1972

COMPLAINT

The United States of America, plaintiff, by its attorneys, brings this civil action to obtain equitable relief against the above-named defendants and complains and alleges as follows:

I

JURISDICTION AND VENUE

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

2. Each of the defendants maintains offices, transacts business and is found within the Northern District of Georgia, Atlanta Division.

II

THE DEFENDANTS

3. Jackson's Atlanta Ready Mix Concrete Company, Inc. (hereinafter referred to as Jackson's Atlanta) is made a defendant herein. Jackson's Atlanta is a corporation organized and existing under the laws of the State of Georgia, with its principal place of business in Hapeville, Georgia.

4. Jackson's East Point Ready Mix Concrete Company, Inc. (hereinafter referred to as Jackson's East Point) is made a defendant herein. Jackson's East Point is a corporation organized and existing under the laws of the State of Georgia, with its principal place of business in Hapeville, Georgia.

5. Citizens Bank of Hapeville (hereinafter referred to as Citizens) is made a defendant herein. Citizens is a bank organized and existing under the laws of the State of Georgia, with its principal place of business in Hapeville, Georgia.

III

TRADE AND COMMERCE

6. Jackson's Atlanta and Jackson's East Point are producers of ready-mix concrete utilized by the construction industry in the Atlanta, Georgia area. Jackson's East Point had total sales for the fiscal year ending September 30, 1970, of approximately \$2,200,000. Jackson's Atlanta had total sales for the fiscal year ending August 31, 1970, of approximately \$3,400,000.

7. Jackson's Atlanta and Jackson's East Point purchase substantial quantities of raw materials, equipment, supplies,

commodities and services from other companies for use in their operations. During the fiscal year ending August 31, 1970, Jackson's Atlanta made total purchases of about \$2,000,000. During the fiscal year ending September 30, 1970, Jackson's East Point made total purchases of about \$1,300,000. A substantial amount of the raw materials, equipment, supplies, commodities and services purchased by Jackson's Atlanta and Jackson's East Point originate in states other than the State of Georgia. Such purchases are made in a continuous flow of interstate commerce.

8. Customers of Citizens and other banks regularly utilize interstate communications, including the mails, telephone and telegraph to carry on their business with and apply for and obtain services provided by such banks. Citizens and other banks regularly utilize interstate communications and conduct business with and provide services to customers located in states other than those in which they are located. Citizens provides substantial services to companies located in states other than Georgia, which make substantial sales to Jackson's Atlanta and Jackson's East Point.

IV

OFFENSES ALLEGED

9. Since at least June 1970, the exact date to the plaintiff unknown, and continuing until the date of this complaint, defendants have violated Section 1 of the Sherman Act:

(a) by engaging in a combination and conspiracy to utilize reciprocity whereby the

purchasing power of Jackson's Atlanta and Jackson's East Point would be utilized to coerce and persuade certain actual and potential suppliers of Jackson's Atlanta and Jackson's East Point to maintain demand deposit accounts with, or purchase savings certificates or certificates of deposit from Citizens, in unreasonable restraint of the aforesaid interstate trade and commerce; and

(b) by entering into combinations involving reciprocal arrangements with respect to a substantial amount of interstate commerce whereby Jackson's Atlanta and Jackson's East Point purchased goods and services sold by various suppliers upon the understanding that those suppliers would maintain demand deposit accounts with, or purchase savings certificates or certificates of deposit from Citizens, in unreasonable restraint of the aforesaid interstate trade and commerce.

10. Pursuant to the aforesaid combinations and conspiracy, defendants have done, among other things, the following:

(a) adopted a policy of reciprocal purchasing by Jackson's Atlanta and Jackson's East Point from suppliers who would utilize the services provided by Citizens;

(b) taken measures to insure that suppliers and potential suppliers of Jackson's Atlanta and Jackson's East Point were aware of the defendants' program of reciprocal purchasing;

(c) discussed with actual and potential suppliers of Jackson's Atlanta and Jackson's East Point the defendants' program of reciprocal purchasing; and

(d) purchased goods and services from suppliers of Jackson's Atlanta and Jackson's East Point on the understanding that such suppliers would utilize the services provided by Citizens.

V

EFFECTS

11. The aforesaid violations by defendants have had the following effects, among others:

(a) suppliers of various goods and services required by Jackson's Atlanta and Jackson's East Point have been foreclosed from selling substantial quantities of such goods and services to such defendants; and

(b) banks other than Citizens have been foreclosed from providing services to suppliers of Jackson's Atlanta and Jackson's East Point.

PRAYER

WHEREFORE, the plaintiff prays:

1. That the aforesaid combination and conspiracy between defendants and the aforesaid combinations with suppliers involving reciprocal arrangements be adjudged and decreed to be in violation of Section 1 of the Sherman Act.

2. That defendants and their officers, directors and agents, and all other persons acting on behalf of said defendants, be perpetually enjoined from:

(a) entering into or adhering to any understanding with any supplier involving reciprocal arrangements;

(b) communicating to any supplier that Jackson's Atlanta or Jackson's East Point will place their purchases with or give preference to suppliers who purchase from them or utilize the services of Citizens; and

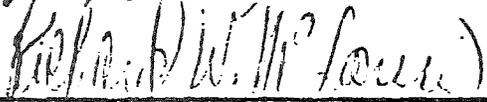
(c) utilizing purchases by Jackson's Atlanta or Jackson's East Point from particular suppliers to promote sales to such suppliers or to induce them to use services provided by Citizens.

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

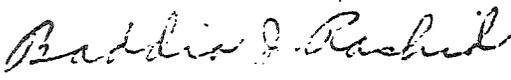
4. That plaintiff recover the costs of this action.



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