

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

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UNITED STATES OF AMERICA,	:	Civil Action No. 96-08426
	:	Filed: June 20, 1996
Plaintiff,	:	
	:	15 U.S.C. § 1
v.	:	15 U.S.C. § 4
ANCHORSHADE, INC.,	:	
	:	
Defendant.	:	

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COMPLAINT

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

I

JURISDICTION AND VENUE

1. This Complaint is filed and these proceedings are instituted under Section 4 of the Sherman Act, as amended (15 U.S.C. § 4), in order to prevent and restrain violations by the defendant, as hereinafter alleged, of Section 1 of the Sherman Act (15 U.S.C. § 1). This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331 and § 1337.

2. Defendant transacts business and is found in the Southern District of Florida.

II

DEFINITIONS

3. "Person" means any individual, corporation, partnership, company, sole proprietorship, firm or other legal entity.

4. "Dealer" means any person, not wholly owned or controlled by AnchorShade, Inc., who purchases or acquires any outdoor umbrellas manufactured or sold by AnchorShade, Inc. for resale.

5. "Outdoor umbrellas" mean collapsible devices that provide shade for protection against sun or weather.

III

DEFENDANT AND CO-CONSPIRATORS

6. AnchorShade, Inc. is a corporation organized and existing under the laws of the state of Florida. Its principal place of business is Jupiter, Florida.

7. Various companies and individuals who are dealers, not made defendants in this complaint, have been induced to participate by and have participated with the defendant in the offense charged herein and performed acts and made statements in furtherance of it.

IV

TRADE AND COMMERCE

8. AnchorShade, Inc. is a seller of outdoor umbrellas in the United States.

9. AnchorShade, Inc. sells substantial quantities of outdoor umbrellas to dealers throughout the United States, which in turn resell outdoor umbrellas to consumers.

10. During the period covered by this Complaint, there has been a continuous and uninterrupted flow in interstate commerce of outdoor umbrellas from AnchorShade, Inc.'s facilities in Florida to dealers throughout the United States. The activities of the defendant and its co-conspirators, as hereinafter described, have been within the flow of, and have substantially affected, interstate commerce.

V

VIOLATION ALLEGED

11. Beginning at least as early as December 1992, and continuing at least through February 1995, the exact dates being unknown to the United States, the defendant and its co-conspirators engaged in a combination and conspiracy in unreasonable restraint of interstate trade and commerce in violation of Section 1 of the Sherman Act, as amended (15 U.S.C. § 1). This unlawful combination and conspiracy will continue or may be renewed unless the relief prayed for herein is granted.

12. The combination and conspiracy consisted of a continuing agreement, understanding and concert of action among the defendant and its co-conspirators to fix and maintain the resale price of outdoor umbrellas at the amount set by the defendant, AnchorShade, Inc.

13. In furtherance of this combination and conspiracy, the defendant did those things which, as hereinabove alleged, it combined and conspired to do, including:

- (a) obtaining agreements from dealers to maintain the minimum resale price as a condition of receiving outdoor umbrellas from AnchorShade, Inc.;
- (b) permitting dealers to discount in order to meet competition, but only if they obtained written approval in advance from AnchorShade, Inc.

VI

EFFECTS

14. The aforesaid combination and conspiracy has had the following effects, among others:

- (a) resale prices of outdoor umbrellas have been fixed and maintained;
and
- (b) competition in the sale of outdoor umbrellas by dealers has been restrained, suppressed and eliminated.

VII

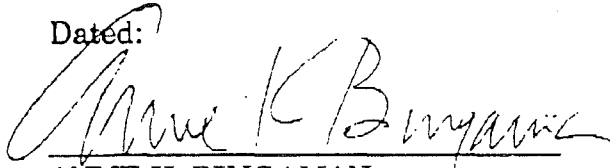
PRAYER FOR RELIEF


WHEREFORE, plaintiff prays:

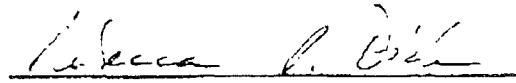
1. That the Court adjudge and decree that the defendant has combined and conspired to restrain interstate trade and commerce of outdoor umbrellas in violation of Section 1 of the Sherman Act.
2. That the defendant, its officers, directors, agents, employees and successors and all other persons acting or claiming to act on their behalf be enjoined and restrained from, in any manner, directly or indirectly, continuing, maintaining or renewing the combination and conspiracy hereinbefore alleged, or from engaging in any other combination, conspiracy, contract, agreement, understanding or concert of action having a similar purpose or effect, and from adopting or following any practice, plan, program or device having a similar purpose or effect.
3. That plaintiff have such other relief as the Court may deem just and proper.

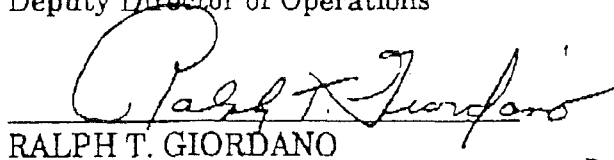
4. That plaintiff recover the costs of this action.

Dated:


ANNE K. BINGAMAN
Assistant Attorney General


JOEL I. KLEIN
Deputy Assistant Attorney General

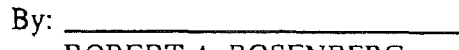

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