

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA, :  
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 Plaintiff, :  
 :  
 v. : Civil No. 75-334  
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 GREATER BUFFALO ROOFING & SHEET : Filed: August. 8, 1975  
 METAL CONTRACTORS' ASSOCIATION, :  
 INC., :  
 :  
 Defendant. :  
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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 to obtain equitable relief against the above-named defendant 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. § 4), commonly known as the Sherman Act, in order to prevent and restrain the continuing violation by the defendant, as hereinafter alleged, of Section 1 of said Act (15 U.S.C. § 1).
2. The defendant transacts business and is found within the Western District of New York.

II

DEFINITION

3. As used in this complaint, the term "person" means any individual, partnership, corporation, or any other form of legal entity.

III

DEFENDANT

4. The Greater Buffalo Roofing & Sheet Metal Contractors' Association, Inc. is made the defendant herein. The defendant is an association of roofing and sheet metal contractors, is incorporated and exists under the laws of the State of New York, and has its principal office in Williamsville, New York.

IV

CO-CONSPIRATORS

5. Various persons not made defendants herein participated as co-conspirators in the violation alleged herein and performed acts and made statements in furtherance thereof. These include persons who have been members of the defendant during all or part of the period covered by this complaint.

V

TRADE AND COMMERCE

6. The members of the defendant are persons primarily engaged in the business of contracting for the installation of roofs on homes and other structures and the fabrication of sheet metal utilized in conjunction therewith in Buffalo, New York and adjacent counties. They normally provide their customers a guarantee on both labor and materials as part of the contract for roofing installation.

7. Substantial quantities of materials and supplies utilized in roofing installation by the members of the defendant are regularly sold and shipped to them in a continuous and uninterrupted flow of interstate commerce by manufacturers and suppliers located outside the State of New York.

VI

VIOLATION ALLEGED

8. Since on or about April 13, 1970 and continuing thereafter up to and including the date of the filing of this complaint, the defendant and co-conspirators have been engaged in a

combination and conspiracy to eliminate and suppress competition in the installation of roofs in unreasonable restraint of the aforesaid interstate trade and commerce in violation of Section 1 of the Sherman Act (15 U.S.C. §1). Said combination and conspiracy is continuing and will continue unless the relief hereinafter prayed for is granted.

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

- (a) to fix, stabilize and maintain guarantees on roofing installation at two years;
- (b) to fix, stabilize and maintain guarantees on sheet metal fabrication in conjunction with roofing installation at one year; and
- (c) to refuse to grant guarantees on waterproofing and dampproofing.

10. For the purpose of forming and effectuating the aforesaid combination and conspiracy, the defendant and co-conspirators did those things which, as hereinabove alleged, they combined and conspired to do.

## VII

### EFFECTS

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

- (a) guarantees by members of the defendant on roofing installation and sheet metal fabrication have been fixed, stabilized, and maintained at artificial and non-competitive levels;
- (b) competition among members of the defendant respecting guarantees has been restrained; and
- (c) homeowners and others contracting for roofing installation and sheet metal fabrication

from members of the defendant have been deprived of the benefits of free and open competition respecting guarantees.

PRAYER

WHEREFORE, the plaintiff prays:

1. That the Court adjudge and decree that the defendant and co-conspirators have engaged in an unlawful combination and conspiracy in restraint of the aforesaid interstate trade and commerce in violation of Section 1 of the Sherman Act.

2. That the Court order that the defendant take necessary measures to rescind all limitations on guarantees its members may give or offer their customers.

3. That the defendant, its successors, transferees, assigns, and officers, directors, agents, and employees thereof, and every other person acting or claiming to act on behalf thereof, be perpetually enjoined and restrained from, in any manner, directly or indirectly:

(a) continuing, maintaining, or renewing the combination and conspiracy hereinbefore alleged, or from engaging in any other combination or conspiracy having a similar purpose or effect or from adopting or following any practice, plan, program, or device having a similar purpose or effect; and

(b) entering into any agreement, arrangement, or understanding with any person engaged in the roofing or sheet metal fabrication business to raise, fix, stabilize, or maintain prices, terms, or conditions of sale for the installation of roofs or for other services.

4. That the Court order the defendant to send a copy of the Final Judgment entered in this action to every person who was a member of the defendant during any part of the period covered by the complaint and, for a period of five years after entry


of a Final Judgment in this action, to furnish a copy of such Final Judgment to every person who becomes a member of the defendant.

5. That the Court order the defendant to advertise to the general public:

- (a) that the limitation on guarantees, as previously announced, has been rescinded;
- (b) that each member of the defendant is free to determine its own terms of sale, including the length of guarantees; and
- (c) that each such member of the defendant is free to charge, give, or offer for its services such prices, terms, or conditions as such member may desire.

6. That the plaintiff have such other, further, general, and different relief as the case may require and the Court may deem just and proper under the circumstances.

7. That the plaintiff recover the costs of this suit.

  
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