

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

UNITED STATES OF AMERICA, )  
 )  
 ) Plaintiff, )  
 )  
 ) v. ) Civil No. C-79-11  
 ) Filed: January 3, 1979  
 )  
 ) THE CLEVELAND BUILDERS SUPPLY )  
 ) COMPANY; )  
 ) THE COLLINWOOD SHALE BRICK & )  
 ) SUPPLY CO.; )  
 ) CARR BROS., INC.; )  
 ) MEDINA SUPPLY COMPANY; )  
 ) OSBORNE, INC.; )  
 ) SOUTH EUCLID CONCRETE COMPANY; )  
 ) and )  
 ) WESTVIEW CONCRETE CORP., )  
 )  
 ) Defendants. )

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 to obtain equitable relief against the defendants named herein 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 Sherman Act (15 U.S.C. § 4) in order to prevent and restrain the violation by the defendants, as hereinafter alleged, of Section 1 of the Sherman Act (15 U.S.C. § 1).

2. Each of the defendants transacts business, maintains an office, and is found within the Northern District of Ohio, Eastern Division.

## II

### DEFINITIONS

3. As used herein, the term:

- (a) "ready-mix concrete" means a mixture of cement and other materials, such as sand, stone, water, and, at times, additives;
- (b) "ready-mix concrete supplier" means a person or company which is engaged in the business of producing and selling ready-mix concrete; and
- (c) "Cleveland area" means the geographic area comprised of Cuyahoga County, Ohio.

## III

### DEFENDANTS

4. The Cleveland Builders Supply Company; The Collinwood Shale Brick & Supply Co.; Carr Bros., Inc.; Medina Supply Company; Osborne, Inc.; South Euclid Concrete Company; and Westview Concrete Corp. are hereby made defendants herein. Each of these defendants is incorporated and exists under the laws of the State of Ohio and does business in the Cleveland area. During the period covered by this Complaint, each of the defendants was a ready-mix concrete supplier in the Cleveland area.

## IV

### CO-CONSPIRATORS

5. Various corporations, firms, and individuals, not made defendants in this Complaint, participated as co-conspirators with the defendants in the violation alleged herein and performed acts and made statements in furtherance thereof.

TRADE AND COMMERCE

6. The activities of the defendants as hereinafter described were within the flow of interstate commerce and had a substantial effect on interstate commerce.

7. During the period covered by this Complaint, the defendants produced and sold ready-mix concrete in the Cleveland area to contractors, builders, and others on the basis of written or oral price quotations rendered to such customers. These customers used ready-mix concrete in the construction, repair, alteration, and improvement of highways and other paved surfaces, and governmental, institutional, commercial, industrial, and residential foundations and structures.

8. During the period covered by this Complaint, the defendants were the leading ready-mix concrete suppliers in the Cleveland area. During the four-year period from January 1972 through December 1975, the defendants had total gross sales of ready-mix concrete from plants in the Cleveland area of approximately \$83 million. A major portion of these sales were to customers or for construction in the Cleveland area.

9. Cement, the basic ingredient in the production of ready-mix concrete, represents a significant percentage of the total cost of materials used to produce such concrete. Cement is ordered and purchased on the basis of existing orders and anticipated demand for ready-mix concrete. During the period covered by this Complaint, a substantial quantity of the cement purchased by the defendants for use in the production of their ready-mix concrete was produced in states other than the State of Ohio and was delivered by suppliers thereof to the defendants in response to specific orders placed by these defendants.

10. During the period covered by this Complaint, sand, stone, and other ingredients used in the production of ready-mix concrete were ordered and purchased by the defendants on the basis of existing orders and anticipated demand for ready-mix concrete. Some of these ingredients were produced in states other than the State of Ohio and were delivered by suppliers thereof to the defendants.

11. The defendants, therefore, acted as conduits through which cement, sand, stone, and other ingredients used in the production of ready-mix concrete flowed in a continuous and uninterrupted stream in interstate commerce from the states in which they were produced to their ultimate use in construction work in the Cleveland area.

## VI

### VIOLATION ALLEGED

12. Beginning at least as early as 1972 and continuing thereafter at least until early 1976, the exact dates being unknown to the plaintiff, the defendants and co-conspirators engaged in a combination and conspiracy in unreasonable restraint of the above-described interstate trade and commerce in violation of Section 1 of the Sherman Act, as amended (15 U.S.C. § 1). This combination and conspiracy may be revived or renewed unless the relief hereinafter prayed for is granted.

13. The aforesaid combination and conspiracy consisted of a continuing agreement, understanding, and concert of action among the defendants and co-conspirators to fix, raise, stabilize, and maintain the prices of ready-mix concrete in the Cleveland area.

14. In furtherance of the above-described combination and conspiracy, the defendants and co-conspirators have done those things which, as hereinbefore alleged, they combined and conspired to do.

## VII

### EFFECTS

15. The combination and conspiracy alleged herein has had the following effects, among others:

- (a) prices of ready-mix concrete in the Cleveland area were fixed, raised, stabilized, and maintained at artificial and non-competitive levels;
- (b) competition in the sale of ready-mix concrete in the Cleveland area was restrained; and
- (c) customers in the Cleveland area were deprived of the benefits of full, free, and open competition in the market for ready-mix concrete.

### PRAYER


WHEREFORE, plaintiff prays:

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

2. That the defendants, their officers, directors, agents, employees, subsidiaries, successors, assigns, and all persons acting or claiming to act on their behalf, be perpetually enjoined and restrained from continuing, maintaining, or renewing the above-described combination and conspiracy and from engaging in any other practice, combination, conspiracy, agreement, understanding, or concert of action having a similar purpose or effect.

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

4. That the plaintiff recover its taxable costs.

  
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