

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

ANTHONY E. DESMOND
GARY R. SPRATLING
JOHN F. YOUNG
Antitrust Division
U.S. Department of Justice
450 Golden Gate Avenue - Room 16432
Box 36046
San Francisco, California 94102
Telephone: 415-556-6300

UNITED STATES DISTRICT COURT
DISTRICT OF IDAHO

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil No. 1-75-177
)	
MORRISON-KNUDSEN COMPANY, INC.;)	
MONROC, INC.;)	
IDAHO CONCRETE PIPE COMPANY,)	<u>C O M P L A I N T</u>
INC.; CONSOLIDATED CONCRETE)	
COMPANY, INC.; G & B READY MIX,)	Violation of Title 15 U.S.C.
a partnership; CLEMENTS)	Section 1
CONCRETE COMPANY; and)	
A-A REDI-MIX, INC.,)	Filed: October. 16, 1975
)	
Defendants.)	

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 proceedings are 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
/ / /

1 violation by the defendants, as hereinafter alleged, of
2 Section 1 of said Act (15 U.S.C. §1).

3 2. Each of the defendants maintains an office,
4 transacts business and is found within the District of
5 Idaho.

6 II

7 DEFENDANTS

8 3. The corporations named below are made defendants
9 herein. Each of said corporations is organized and exists
10 under the laws of the state and has its principal place of
11 business in the city indicated below. Within the period
12 of time covered by this complaint, each of these defendants
13 engaged in the business of producing and selling ready-mix
14 concrete in Idaho:

15	<u>Name of Corporation</u>	<u>State of</u> <u>Incorporation</u>	<u>Principal Place</u> <u>of Business</u>
16			
17	Morrison-Knudsen Company, Inc.	Delaware	Boise, Idaho
18	Monroc, Inc.	Utah	Salt Lake City, Utah
19			
20	Idaho Concrete Pipe Company, Inc.	Idaho	Nampa, Idaho
21	Consolidated Concrete Company, Inc.	Idaho	Boise, Idaho
22			
23	Clements Concrete Company	Idaho	Boise, Idaho
24	A-A Redi-Mix, Inc.	Idaho	Nampa, Idaho
25			

26 4. G & B Ready Mix, a partnership which consists of
27 L. Elden Gray and Lawrence E. Gray, and has its principal
28 place of business in Nampa, Idaho, is made a defendant
29 herein. During the period covered by this complaint, G & B
30 Ready Mix engaged in the sale of ready-mix concrete in Idaho.

31 / / /

32 / / /

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

III

CO-CONSPIRATORS

5. Various individuals not named as defendants in this complaint participated as co-conspirators in the violation alleged and performed acts and made statements in furtherance thereof.

IV

DEFINITIONS

6. As used herein, "ready-mix concrete" means a building material consisting of a mixture of cement, mineral aggregate (gravel and sand), water and other ingredients mixed in varying proportions and sold to customers in a plastic and unhardened state.

7. As used herein, the "Boise Valley market" refers to that section of the southwestern part of the State of Idaho which encompasses the cities of Boise, Caldwell, Nampa, and the area surrounding said cities served by defendants from their plants located in or near said cities.

V

TRADE AND COMMERCE

8. The defendant firms sell ready-mix concrete to customers located in the Boise Valley market. Said customers include federal, state and local governmental entities, building contractors and subcontractors, farmers, and others. Said customers used ready-mix concrete in the construction, repair, alteration and improvement of interstate and local highways and of governmental, commercial, institutional and residential structures. The defendant firms' total sales of ready-mix concrete exceeded \$6.7 million in the Boise Valley market, in 1973.

///

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

ready-mix concrete in the Boise Valley market;

- (c) to fix, maintain and stabilize the charges imposed by the defendants for the delivery of ready-mix concrete in the Boise Valley market.

12. In formulating and effectuating the aforesaid combination and conspiracy, the defendants and co-conspirators did those things which they combined and conspired to do, including, among other things, the following:

- (a) met to discuss prospective prices, discounts, and other terms and conditions for the sale of ready-mix concrete to customers of defendants in the Boise Valley market;
- (b) met to discuss adherence to agreed-upon prices, discounts and other terms and conditions for the sale of ready-mix concrete in the Boise Valley market;
- (c) established agreed-upon prices, discounts and other terms and conditions for the sale of ready-mix concrete in the Boise Valley market;
- (d) met to discuss the institution of a specific charge for the delivery of small-lot orders of ready-mix concrete in the Boise Valley market; and
- (e) established agreed-upon charges for the delivery of small-lot orders of ready-mix concrete in the Boise Valley market.

///
///
///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

VII
EFFECTS

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

- (a) the price of ready-mix concrete in the Boise Valley market was fixed, maintained and stabilized at artificial and non-competitive levels;
- (b) charges for the delivery of ready-mix concrete in the Boise Valley market were fixed, maintained, and stabilized at artificial and non-competitive levels;
- (c) competition in the sale or delivery of ready-mix concrete between and among defendants was restricted, suppressed and restrained;
- (d) Boise Valley market purchasers of ready-mix concrete from the defendants were deprived of free and open competition in the sale of ready-mix concrete by defendants.

VIII
PRAYER

WHEREFORE, plaintiff prays:

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

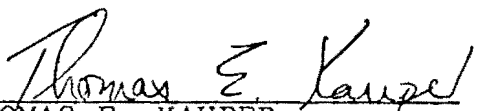
2. That the defendants, their officers, directors, agents, employees and successors and all other persons

///

1 acting or claiming to act on their behalf be enjoined and
2 restrained from, in any manner, directly or indirectly,
3 continuing, maintaining, or renewing the combination and
4 conspiracy hereinbefore alleged, or from engaging in any
5 other combination, conspiracy, contract, agreement,
6 understanding, or concert of action having a similar purpose
7 or effect, and from adopting or following any practice, plan,
8 program or device having a similar purpose or effect.

9 3. That the plaintiff have such other, further and
10 different relief as the Court may deem just and proper in
11 the premises.

12 4. That the plaintiff recover the costs of this suit.

13
14
15 
16 THOMAS E. KAUPER
Assistant Attorney General

GARY R. SPRATLING

17
18 
19 BADDIA J. RASHID

JOHN F. YOUNG

Attorneys,
Department of Justice

20
21 _____
ANTHONY E. DESMOND

22 Attorneys,
23 Department of Justice

24
25 _____
26 WILBUR T. NELSON
United States Attorney