

1
2
3
4
5
6
7
8 UNITED STATES DISTRICT COURT
9 DISTRICT OF IDAHO
10

11 UNITED STATES OF AMERICA,)

12 Plaintiff,)

13 v.)

14 MORRISON-KNUDSEN COMPANY, INC.;)
15 MONROC, INC.;)
16 IDAHO CONCRETE PIPE COMPANY,)
17 INC.; CONSOLIDATED CONCRETE)
18 COMPANY, INC.; G & B READY MIX,)
19 a partnership; CLEMENTS)
20 CONCRETE COMPANY; and)
21 A-A REDI-MIX, INC.,)

22 Defendants.)
23
24
25
26
27
28
29
30
31
32

Civil No. 1-75-177

filed: NOV 19 1976

FINAL JUDGMENT

Entered: March 15, 1977

21 Plaintiff, United States of America, having filed
22 its Complaint herein on October 16, 1975, and plaintiff
23 and defendants by their respective attorneys having each
24 consented to the entry of this Final Judgment without
25 trial or adjudication of or finding on any issues of fact
26 or law herein, and without this Final Judgment constituting
27 evidence or admission by plaintiff or defendants, or any
28 of them, in respect to any such issue;

29 NOW, THEREFORE, before any testimony has been taken
30 and without trial or adjudication of or finding on any
31 issue of fact or law herein, and upon consent of the
32 parties hereto, it is hereby

1 ORDERED, ADJUDGED and DECREED as follows:

2 I

3 This Court has jurisdiction of the subject matter
4 hereof and of the parties hereto. The Complaint states
5 a claim upon which relief may be granted against the
6 defendants under Section 1 of the Act of Congress of
7 July 2, 1890, commonly known as the Sherman Act, as amended
8 (15 U.S.C. §1).

9 II

10 As used in this Final Judgment:

- 11 (A) "Person" shall mean any individual, corporation,
12 partnership, firm, association or other business
13 or legal entity;
- 14 (B) "Ready-mix concrete" means a building material
15 consisting of a mixture of cement, mineral aggregate
16 (gravel and sand), water and other ingredients mixed
17 in varying proportions and sold to customers in a
18 plastic and unhardened state;
- 19 (C) "Boise Valley market" refers to that section of the
20 southwestern part of the State of Idaho, which
21 encompasses the cities of Boise, Caldwell, Nampa,
22 and the area surrounding such cities served by
23 defendants from their plants located in or near
24 said cities.

25 III

26 The provisions of this Final Judgment are applicable
27 to each defendant herein and shall apply also to each of
28 such defendant's officers, directors, partners, agents,
29 employees, subsidiaries, successors and assigns, and to
30 all other persons in active concert or participation with
31 any of them, who shall have received actual notice of this
32 Final Judgment by personal service or otherwise.

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

IV

Each defendant is enjoined and restrained from entering into, adhering to, maintaining, furthering, enforcing or claiming any right under any contract, agreement, understanding, plan or program with any other person directly or indirectly to:

- (A) Fix, determine, establish, maintain, raise, stabilize, or adhere to prices, discounts or other terms or conditions for the sale of ready-mix concrete to any third person;
- (B) Submit collusive, rigged or noncompetitive bids or quotations for the sale of ready-mix concrete;
- (C) Fix, determine, establish, maintain, raise, stabilize, or adhere to any charge for the delivery of ready-mix concrete;
- (D) Communicate to or exchange with any other person selling ready-mix concrete any information concerning any actual or proposed price, price change, discount, delivery charge, or other term or condition of sale at which ready-mix concrete is to be, or has been, sold to any third person, prior to the communication of such information to the public generally.

V

- (A) Each defendant shall independently and individually review and recompute its current prices, discounts, delivery charges and all other terms and conditions for the sale of ready-mix concrete in the Boise Valley market.
- (B) Each defendant shall reduce to writing the results of the independent review and recomputation required by Paragraph (A) of this Section. This written

1 review shall include but not be limited to:

- 2 (1) a full explanation of the methodology employed
3 by the defendant in reviewing and recomputing
4 its prices, discounts, delivery charges and
5 other terms and conditions of sale;
- 6 (2) a full explanation of the accounting method
7 used by the defendant as part of its independent
8 review and recomputation;
- 9 (3) a full explanation of each of the constituent
10 factors determining the prices, discounts,
11 delivery charges, and other terms and conditions
12 for the sale of ready-mix concrete sold by the
13 defendant;
- 14 (4) the prices, discounts, delivery charges and
15 other terms and conditions for the sale of
16 ready-mix concrete sold by the defendant before
17 and after the independent review and recomputation.

18 (C) The written results of the independent review and
19 recomputation required by Paragraph (B) of this Section
20 shall be submitted to the plaintiff at the offices
21 of the Antitrust Division, U. S. Department of Justice,
22 450 Golden Gate Avenue, Box 36046, San Francisco,
23 California 94102, within ninety (90) days after the
24 entry of this Final Judgment.

25 VI

26 Each defendant is ordered and directed to:

- 27 (A) Serve within sixty (60) days after the entry of this
28 Final Judgment a copy of this Final Judgment upon
29 each of its officers, directors, and/or partners, and
30 upon each of its employees and agents who have any
31 responsibility for the sale of ready-mix concrete;

- 1 (B) Serve a copy of this Final Judgment upon each successor
2 to such officers, directors, partners, employees or
3 agents described in Paragraph (A) of this Section,
4 within sixty (60) days after such successor becomes
5 employed or associated with such defendant;
- 6 (C) Within ninety (90) days after the entry of this Final
7 Judgment, to file with the Court and to serve upon the
8 plaintiff affidavits concerning the fact and manner
9 of compliance with Paragraph (A) of this Section;
- 10 (D) Obtain, from each officer, director, partner, employee
11 and agent served with a copy of this Final Judgment
12 pursuant to Paragraph (A) of this Section, and from
13 each successor to each such officer, director, partner,
14 employee and agent served with a copy of this Final
15 Judgment pursuant to Paragraph (B) of this Section,
16 a written statement evidencing each such person's
17 receipt of a copy of this Final Judgment, and to retain
18 such statements in its files.

19 VII

20 Upon motion of the plaintiff or upon this Court's own
21 motion, responsible officials of each defendant may, from
22 time to time, be ordered to appear before this Court to
23 give sworn testimony relating to each such defendant's
24 manner of compliance with the provisions of this Final
25 Judgment.

26 VIII

- 27 (A) For the purpose of determining or securing compliance
28 with this Final Judgment, and for no other purpose,
29 defendants shall permit duly authorized representatives
30 of the Department of Justice, on written request of
31 the Attorney General or the Assistant Attorney General
32

1 in charge of the Antitrust Division, and on reasonable
2 notice, subject to any legally recognized privilege:

3 (1) Access, during the business hours of defendants,
4 who may have counsel present, to those books,
5 ledgers, accounts, correspondence, memoranda and
6 other records and documents in the possession or
7 under the control of defendants which relate to
8 any matters contained in this Final Judgment;

9 (2) Subject to the reasonable convenience of defendants
10 and without restraint or interference from them,
11 to interview individuals who are officers or
12 employees of defendants, any of whom may have
13 counsel present, regarding any matters contained
14 in this Final Judgment.

15 (B) For the purpose of determining or securing compliance
16 with this Final Judgment, and for no other purpose,
17 upon written request of the Attorney General or the
18 Assistant Attorney General in charge of the Antitrust
19 Division, defendants shall submit such reports, in
20 writing, with respect to the matters contained in this
21 Final Judgment as may from time to time be requested.

22 (C) No information obtained by the means provided in this
23 Section of this Final Judgment shall be divulged by
24 a representative of the Department of Justice to any
25 person other than a duly authorized representative
26 of the Executive Branch of the plaintiff, except in
27 the course of legal proceedings to which the United
28 States is a party, or for the purpose of securing
29 compliance with this Final Judgment, or as otherwise
30 required by law.

IX

Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or modification of any of the provisions thereof, for the enforcement of compliance therewith, and for the punishment of violations thereof.

X

Entry of this Final Judgment is in the public interest.

Dated: March 15, 1977

/s/ MARION J. CALLISTER
UNITED STATES DISTRICT JUDGE