

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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U.S. INFORMATION SYSTEMS, INC. and	:	00 Civ. _____
ODYSSEY GROUP, INC.,	:	
	:	
Plaintiffs,	:	
	:	
vs.	:	
	:	
INTERNATIONAL BROTHERHOOD OF	:	JURY TRIAL DEMANDED
ELECTRICAL WORKERS LOCAL UNION	:	
NUMBER 3, AFL-CIO,	:	
A&R ELECTRICAL MAINTENANCE, INC.,	:	
ADCO ELECTRICAL CORPORATION	:	
FIVE STAR ELECTRIC CORPORATION,	:	
FOREST ELECTRIC CORPORATION,	:	
IPC COMMUNICATIONS, INC., and	:	
NEAD INFORMATION SYSTEMS,	:	
	:	
Defendants.	:	
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COMPLAINT

Plaintiffs U.S. Information Systems, Inc. and Odyssey Group, Inc., by their undersigned counsel, complain of the defendants, International Brotherhood of Electrical Workers Local Union Number 3, AFL-CIO, A&R Electrical Maintenance, Inc., Adco Electrical Corp., Five Star Electric Corp., Forest Electric Corp., IPC Communications, Inc., and Nead Information Systems, Inc., and allege as follows:

INTRODUCTION

1. This case seeks redress for an illegal, on-going conspiracy among the six named electrical contractor defendants and the International Brotherhood of Electrical Workers, Local Union Number 3, AFL-CIO (“IBEW Local No. 3”) in violation of the federal Sherman Antitrust Act and state laws. The object of the conspiracy is the conspirators’ abuse of their market power

over the New York metropolitan area electrical installation contracting market to exclude the plaintiffs from the separate New York metropolitan area telecommunications wiring and systems installation market. The defendants' illegal actions have had the intent and effect of reducing and eliminating competition between the defendants and the plaintiff telecommunications contractors, who employ Communications Workers of America, AFL-CIO ("CWA") workers.

2. Although the plaintiffs routinely perform telecommunications installation work at a quality level equal to or higher than electrical contractors and at a significantly lower price, the defendants' actions have prevented the plaintiffs from bidding on and being awarded jobs despite being the lowest qualified bidder and have driven up the plaintiffs' costs of doing business. By reducing and eliminating competition from the plaintiffs, the defendants have charged supracompetitive rates and earned supracompetitive profits for their telecommunications installation work. The defendants' actions have caused these plaintiffs not less than \$50 million after trebling in lost profit damages over the past four years, and have cost building owners and tenants and the public hundreds of millions of dollars of increased cost and decreased service. The plaintiffs bring this lawsuit to remedy the defendants' past violations and to prohibit the defendants from committing future violations.

PARTIES

Plaintiffs

3. Plaintiff U.S. Information Systems, Inc. ("USIS"), is a privately-held New York corporation with its principal place of business at 15 North Mill Street, Nyack, New York 10960.

4. Plaintiff Odyssey Group Inc. ("Odyssey") is a privately-held New York corporation with its principal place of business at 47 West Street, New York, New York 10006.

Defendants

5. Defendant Local Union No. 3 of the International Brotherhood of Electrical Workers, AFL-CIO (“IBEW Local No. 3”) is an unincorporated association of workers functioning as a labor organization in New York City, Westchester County, New York, and Fairfield County, Connecticut with its principal place of business at 158-11 Jewel Avenue, Flushing, New York 11365.

6. Defendant A&R Electrical Maintenance, Inc. (together with its subsidiaries and affiliated companies, if any, “A&R”) is a New York corporation with its principal place of business at 8545 Grand Avenue, Elmhurst, New York 11373.

7. Defendant Adco Electrical Corporation (together with its subsidiaries and affiliated companies, if any, “Adco”) is a New York corporation with its principal place of business at 380 Chelsea Road, Staten Island, New York 10314.

8. Defendant Five Star Electric Corporation (together with its subsidiaries and affiliated companies, if any, “Five Star”) is a New York corporation with its principal place of business at 101-32 101st Street, Ozone Park, New York 11416.

9. Defendant Forest Electric Corporation (together with its subsidiaries and affiliated companies, if any, “Forest”) is a New York corporation with its principal place of business at Two Penn Plaza, New York, New York 10121.

10. Defendant IPC Communications Inc. (together with its subsidiaries and affiliated companies, if any, “IPC”), is a corporation organized under the laws of Delaware, with its principal place of business at 88 Pine Street, New York, New York 10005.

11. Defendant Nead Information Systems, Inc. (together with its subsidiaries and affiliated companies, if any, “Nead”) is a New Jersey corporation with its principal place of business at 186 Griffith Street, Jersey City, New Jersey 07307.

JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction over this action pursuant to sections 4 and 16 of the Clayton Act (15 U.S.C. §§ 15(a), 26), 28 U.S.C. § 1331 and § 1337, and principles of supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a).

13. Venue is proper in this district pursuant to section 12 of the Clayton Act (15 U.S.C. § 22) and pursuant to 28 U.S.C. § 1391 because defendants transact business and are found in this district and a substantial part of the events or omissions giving rise to the plaintiffs’ claims occurred in this district.

14. The defendants are engaged in, and their activities substantially affect, interstate and foreign commerce.

THE RELEVANT MARKET

15. The relevant service market affected by the defendants’ illegal actions is the market for the installation of telecommunications wiring and systems in commercial buildings. This is a distinct and identifiable market characterized by particular providers of telecommunications wiring and systems services. The plaintiffs and the defendant electrical contractors compete in the telecommunications installation market. The telecommunications installation market is separate and distinct from the market for the installation of electrical wiring and is recognized and treated as such by the participants in the commercial construction industry including owners and tenants, owners’ representatives, general contractors, telecommunications

consultants, and others. The defendant electrical contractors compete in the electrical installation market but the plaintiffs do not.

16. The relevant geographic market affected by the defendants' illegal actions consists of the five counties comprising the City of New York, as well as Westchester County, New York and Fairfield County, Connecticut (the "New York City metropolitan area"), which constitutes the geographic area in which IBEW Local No. 3 acts as the exclusive collective bargaining representative for its members. The New York City metropolitan area is the zone of effective competition for the telecommunications installation services in which the plaintiffs and the defendants compete.

Electrical Installation Market

17. Electrical wiring is used for the transmission of electrical current used for light, power, and heat. The electrical installation industry is heavily regulated and, under the laws applicable in the New York City metropolitan area, installers of electrical wiring must operate under contractors possessing a valid electrical license. Electricians must also follow the National Electric Code and comply with state and local building codes when installing electrical systems.

18. For more than seventy years, IBEW Local No. 3 has been virtually the sole collective bargaining representative for union electricians operating in the New York City metropolitan area, and its members have provided virtually all the commercial and industrial electrical installation services in that area. The defendant electrical contractors employ IBEW Local No. 3 labor for both their electrical and their telecommunications work. The defendant electrical contractors together with the other contractors employing IBEW Local No. 3 labor represent a very substantial portion, perhaps more than 90%, of all commercial electrical installation work in new construction and renovations in the New York City metropolitan area.

19. Notwithstanding periodic changes in the code, the basics of electrical wiring in buildings in the New York City metropolitan area conform to fairly standard principles that have not changed substantially over the past several decades as compared to the rapid technological innovations that have transformed the telecommunications industry. Simply stated, in order to effectuate the supply of electricity for light, heat and power needs in commercial buildings, electricians install electrical wiring throughout the building, usually utilizing copper cabling and its accompanying support structure, in accordance with the plans and specifications provided by the customer or its agent and national and local code requirements. While the plans and specifications may differ based upon the individual user requirements for their space, the nature of the wiring itself remains generally conventional. Because of this standardization, electricians are not required to engage in additional training after their initial apprenticeship program, although some additional training programs are offered.

Telecommunications Installation Market

20. By comparison to electrical wiring, telecommunications wiring and systems are used for the transmission, emission, or reception of voice, data, video, and security (*i.e.*, signs, signals, writings, images, sounds, or information of any nature) by cable, radio, optical, or other electromagnetic systems. Unlike electrical cables where gauges and capacities have been standardized over the past several decades, rapid changes in technology continue to transform particular applications within the telecommunications industry. Whereas voice telephone communication was once the only service of that industry, the transmission of a variety of materials, including data, graphics, and video is now commonplace. The widespread installation of fiber optic cables, which transmit light signals along glass strands, permits faster, higher

capacity transmissions than traditional copper wirelines. In addition, networks of radio towers and satellites are rapidly expanding wireless telecommunications services.

21. In contrast to the electrical installation industry, the telecommunications installation industry is generally not governmentally-regulated throughout the nation and, as a result, contractors and workers in most jurisdictions do not require an electrical license to install telecommunications wiring and systems. Because of the fast-paced nature of the telecommunications installation market, the CWA workers who specialize in this area recognize the ever-changing technologies and are trained constantly to keep up with those changes. The National Labor Relations Board and the courts interpreting the National Labor Relations Act have held that telecommunications installation work is not equivalent to electrical work falling within the jurisdiction of the IBEW Local No. 3.

22. The construction industry in the New York City metropolitan area also recognizes the differences between electrical and telecommunications installation work: contracts for the installation of telecommunications systems are generally bid and awarded separately from contracts for the installation of electrical systems; there are different firms and entities, including consultants and engineering and design firms, involved in the installation of the two types of systems; electrical systems and telecommunications systems use different plans and specifications; different industry bodies and standards govern the respective industries; and the disciplines require different types of training, methods, techniques, and wiring.

23. In the New York City metropolitan area, all telecommunications installation work is performed by contractors that employ workers belonging to either the CWA or to the IBEW Local No. 3, with the exception of a very small number of telecommunications and electrical contractors that employ non-union labor and perform a tiny percentage of the

telecommunications installation work. For a variety of business reasons, the plaintiffs have chosen to employ workers represented by the CWA, whose members are specially trained and apply that training and knowledge by working exclusively on telecommunications work, rather than by IBEW Local No. 3, whose members are predominantly trained in and work on electrical installations. Defendant IBEW Local No. 3 has never attempted to represent the plaintiffs' employees in a collective bargaining relationship or to organize them in any way.

24. While IBEW Local No. 3 created a separate division for specialization in the installation of telecommunications systems, the bulk of the telecommunications work performed by the defendant electrical contractors is actually done by members in the IBEW Local No 3's electrical division, with minimal required training and expertise in telecommunications work. Unlike the IBEW, the CWA local unions allow for geographic flexibility in the market in which the plaintiffs compete, and there are approximately nine different CWA union locals operating within the New York City metropolitan area. Thus, while the plaintiffs' employees are all members of CWA, they may belong to different CWA union locals.

25. Telecommunications encompasses multiple building systems and embraces all signal systems that convey information within buildings, including environmental control, security, audio, television, sensing, alarms, and paging. Notwithstanding the rapid changes occurring within the industry, the principal sector of the telecommunications industry remains voice and data communications, including copper, fiber and wireless networks.

26. The basic elements of a wire-based telecommunications cabling system structure are (i) horizontal cabling; (ii) backbone cabling; (iii) work area; (iv) telecommunications closets; (v) equipment rooms; and (vi) entrance facilities. The horizontal cabling is the portion of the telecommunications cabling system that extends from the work area telecommunications

outlet/connector to the horizontal cross-connect in the telecommunications closet and includes the horizontal cables, the telecommunication outlet/connector in the work area, the mechanical termination, and patch cords or jumpers located in the telecommunications closet. The term “horizontal” is used since typically the cable in this part of the cabling system runs horizontally along the floor or ceiling of a building.

27. The function of the backbone cabling is to provide interconnections between telecommunications closets, equipment rooms, and entrance facilities in the telecommunications cabling system structure. Backbone cabling consists of the backbone cables, intermediate and main cross-connects, mechanical terminations, and patch cords or jumpers used for backbone-to-backbone cross-connection, and also includes cabling between buildings. The work area components extend from the telecommunications outlet/connector end of the horizontal cabling system to the station equipment. Work area cabling is critical to a well-managed distribution system; however, it is generally non-permanent and designed so that it is relatively easy to change.

28. Telecommunications closets provide many different functions for the cabling system and are often treated as a distinct sub-system within the hierarchical cabling system. The primary function of a telecommunications closet is for the termination of horizontal cable distribution. A telecommunications closet may also contain the intermediate cross-connect or the main cross-connect for different portions of the backbone cabling system; it also provides a controlled environment to house telecommunications equipment, connecting hardware and splice closures serving a portion of the building.

29. Equipment rooms are considered distinct from telecommunications closets because of the nature or complexity of the equipment they contain. An equipment room provides

a controlled environment to house telecommunications equipment, connecting hardware, splice closures, grounding and bonding facilities, and protection apparatus where applicable; it may also house equipment terminations (and may contain horizontal terminations for a portion of the building).

30. Finally, the demarcation point between the service providers (*e.g.*, Bell Atlantic, Sprint, etc.) and the customer premises cabling may be part of the entrance facilities. The entrance facilities consist of the cables, connecting hardware, protection devices, and other equipment needed to connect the outside plant facilities to the premises cabling. These components may be used for public network services, private network customer premises services, or both. The location of this point for regulated carriers is determined by federal and state regulations. Within the telecommunications industry, it is standard for the telecommunications supplier to be responsible for the cable up to the point of demarcation. From that point forward, it is the customer's responsibility.

31. The plaintiffs compete in the telecommunications installation market. Both plaintiff companies can and do provide the full spectrum of telecommunications installation services. Because the elements of the telecommunications industry are so diverse, the plaintiffs, like most telecommunications contractors, have chosen to some degree to focus on different aspects of telecommunications installation work. Plaintiff Odyssey tends to specialize in the termination and maintenance of telecommunications cabling to turrets (essentially, complex machines that allow traders in the financial industry to obtain detailed stock quotes and other financial information), while USIS covers all aspects of inside telecommunications installation work, tending to bid on inside projects rather than those involving outside work. By contrast,

most electrical contractors are general in scope and rarely specialize in any aspect of telecommunications installation.

32. Due to their cost structure, efficiency, training, and experience, the prices charged and bids submitted by the plaintiffs for their services for telecommunications installation in the New York City metropolitan area are routinely far less than those of the defendants. When allowed to bid, the plaintiffs' bids are often one-half to one-third of the lowest bid submitted by any electrical contractor, including the defendants, employing IBEW Local No. 3 labor. A comparison of bid costs to final costs demonstrates that this differential is durable and the savings implied by the plaintiffs' bid at the time of award is realized by the building owner in the execution of the job. This differential between the plaintiffs' and the defendants' bids actually tends to increase substantially as a project progresses toward completion because the rate at which the defendants submit change orders seeking to charge customers additional amounts greatly exceeds that of the plaintiffs.

33. The defendants possess market power in the market for electrical installation work in the construction and renovation of new and existing commercial buildings in the New York City metropolitan area, which may be performed only by electricians working under a licensed contractor. The plaintiffs compete with the defendants for work in the telecommunications installation market. The defendants are unlawfully attempting to exercise market power in, and extend their monopoly to, the separate market for the installation and maintenance of telecommunications wiring and systems in the construction and renovation of new and existing commercial buildings in the New York City metropolitan area. Telecommunications work is, and long has been, performed by telecommunications contractors like the plaintiffs that employ members of the CWA.

NATURE OF DEFENDANTS' CONSPIRACY

34. Over the past four years or more, the defendants have combined and conspired with each other, and others presently unidentified, to carry out a common plan to coerce and induce building owners and tenants, building managers, general contractors, information technology consultants, and others in the construction industry to exclude the plaintiffs from the market for telecommunications installation work. Defendant IBEW Local No. 3 has served as a coordinator of the conspiracy and has communicated on a continuous basis with each of the electrical contractor defendants to coordinate and implement the conspiracy. Each of the electrical contractor defendants has shared the common plan and purpose of the conspiracy, has willingly participated in the conspiracy, and has committed overt acts in furtherance of the conspiracy.

35. The defendants' unlawful conspiratorial actions have benefited the defendant electrical contractors in the form of increased work, increased profits, and decreased competition, and have benefited the defendant IBEW Local No. 3 in the form of increased work for its membership and, consequentially, increased membership, membership dues, increased power, and increased prestige.

36. The defendants have carried out their illicit activities by coercing or entering into improper and illegal agreements with general contractors, building owners and tenants, and others involved in the construction and renovation of commercial buildings in the New York City metropolitan area. The defendants have also carried out their illegal conspiracy by making, and making good on, threats that general contractors, building owners and tenants, and others involved in the construction and renovation of commercial buildings in the New York City metropolitan area will suffer contrived "problems" if one of the plaintiffs or another

telecommunications contractor using CWA employees is chosen to perform the telecommunications work instead of one of the defendant electrical contractors. A principal “problem” the defendants have threatened is to cause the workers to stop performing electrical work under contract terms if the plaintiffs are awarded telecommunications work. In this fashion, the defendants have improperly and unlawfully used their market power in the electrical installation market to extend their reach into the telecommunications installation market.

37. The defendants have been able to implement their combination and conspiracy due to their market power in the electrical installation market. On virtually every commercial building construction and renovation job in the New York City metropolitan area, an electrical contractor employing IBEW Local No. 3 labor installs all of the electrical wiring no matter what contractor is designated to install the telecommunications wiring. The electricians’ hold over the jobsite cannot be overstated as nearly every other trade involved in the building project (such as the plumbers, HVAC workers, carpenters, etc.) relies on the temporary power and light supplied by the IBEW Local No. 3 electricians on the job during construction. Thus, if the electricians slow down their work or refuse to work overtime during the construction process, the other trades and the project itself are severely and adversely impacted.

38. The acts of the defendants are too consistent to be coincidental rather than coordinated among themselves and through the IBEW Local No. 3. In the absence of collusion, each electrical contractor defendant would have an economic incentive to perform the electrical installation work correctly and without incident in order to satisfy the customer. No rationally profit-maximizing contractor in the defendants’ position would commit the illegal activities that the defendants have committed except in furtherance of the unlawful conspiracy among the defendants. By engaging in such unlawful acts, the defendant contractors run the substantial risk

of losing individual profits and incurring penalties when their actions are determined to be illegal. Because there is no assurance that a defendant engaging in such illegal behavior will ultimately obtain for itself the telecommunications installation work since another electrical contractor might win the work instead, it is not in each defendant contractor's interest to commit such acts except as part of a concerted effort amongst the defendants to drive the plaintiffs out of the telecommunications installation market for the benefit of the conspirators collectively. There have in fact been numerous instances in which electrical contractors doing the electrical installation work on a project engaged in the behavior described herein but did not seek or obtain the telecommunications installation work, which instead was awarded to a different electrical contractor.

39. As examples, and as amplified below, in furtherance of their conspiracy the defendants have improperly threatened to withdraw and have withdrawn available manpower from the electrical portions of construction site work when the plaintiffs have bid on or have sought to perform telecommunications work; defendants have threatened and brought about work slowdowns and stoppages, including by refusing to allow their workers to put in the required overtime, for the same purposes and under the same circumstances; and defendants have threatened and carried out physical harm to persons and/or property on jobsites on which plaintiffs have been working on telecommunications installation work in an effort to create "evidence" for building owners and tenants and general contractors that disruptions, delays and increased costs will arise on jobsites on which plaintiffs and their CWA workers are present with IBEW Local No. 3 electricians.

40. There has been a significant increase in the incidence of these actions and their impact on the plaintiffs dramatically during the past four years. The defendants' actions have

significantly limited, and in some instances even eliminated, the plaintiffs' competition with the defendant electrical contractors for telecommunications installation work in the New York City metropolitan area.

41. The defendants' unlawful actions have (i) unreasonably restrained trade in the market for installing and maintaining telecommunications wiring and systems in the construction and renovation of new and existing commercial buildings in the New York City metropolitan area; (ii) excluded the plaintiffs from a wide range of legitimate telecommunications installation contracting business opportunities; (iii) diverted to the defendants telecommunications installation market business that otherwise would have been awarded to the plaintiffs as the lowest qualified bidder; (iv) induced or compelled customers to cancel contracts already awarded to the plaintiffs; (v) significantly raised the plaintiffs' costs of performing their telecommunications installation work; (vi) significantly increased the costs paid and decreased the choices available to building owners and tenants and other telecommunications customers; and (vii) enabled the defendants to reap supracompetitive profits in the telecommunications installation market.

42. The defendants' actions have harmed competition in the market for telecommunications installation by improperly (i) excluding and causing others to exclude the plaintiffs from bidding on telecommunications installation jobs, (ii) coercing or inducing customers to award bid work to the defendants at significantly higher prices for the same scope of work than the plaintiffs' bids, (iii) intimidating customers into nullifying contracts entered into with the plaintiffs for telecommunications installation work after the contracts were properly awarded to the plaintiffs, and (iv) sabotaging or threatening or causing or inducing others to sabotage the plaintiffs' work.

43. The defendants' unlawful conduct has been directed at the plaintiffs and has injured each of the plaintiffs in its trade or business. The defendants' illegal activities have caused the plaintiffs monetary losses of not less than \$50 million after trebling, representing the loss of profits and increased costs that the plaintiffs have suffered over the past four years. The defendants' misconduct has imposed entirely unnecessary costs, aggregating hundreds of millions of dollars, upon the customers that have employed the defendants to the exclusion of the plaintiffs for telecommunications work. The general public has been, and continues to be, injured by the defendants' illegal actions.

44. Unless enjoined and remedied, the defendants' illegal activity will continue to cause significant injury to competition and will continue to impair the delivery of telecommunications systems and wiring that provide the backbone for all the hard-wired communications applications necessary to operate businesses in the modern economy, ranging from internet connectivity and other complex computer functions to simple telephone and fax line access services. Indeed, because of the universal nature of, and reliance by all businesses upon, the telecommunications industry, an antitrust violation in this arena is especially harmful.

Defendants' False Assertions Intended to Exclude Plaintiffs from the Market

45. The defendants have used a variety of false statements and implied and express threats in carrying out their conspiracy to persuade and coerce building owners and tenants, general contractors, and others to exclude the plaintiffs from bidding on, being awarded, and/or completing work on contracts for telecommunications work. Thus, on multiple occasions:

- The defendants have stated or implied during meetings with building owners and tenants, general contractors, and others that past incidents of jobsite sabotage and violence will recur if the plaintiffs are awarded telecommunications installation work at a location where defendants' IBEW Local No. 3 electrical workers are also working. Any past incidents of jobsite sabotage and violence referenced in such statements, however, were contrived or caused by the defendants' electrical workers and were propagated in an

effort to intimidate the customers, general contractors, or others to exclude the plaintiffs from the telecommunications installation market in the New York City metropolitan area.

- The defendants also have used the false assertion that certain buildings are “Local 3 only” buildings to exclude the plaintiffs from telecommunications work. The defendants state, incorrectly, that only members of IBEW Local No. 3 are permitted to install telecommunications wiring and systems, implying that awarding such work to the plaintiffs would be unlawful or would provide justification for the defendants’ IBEW Local No. 3 electricians to walk off the job. In truth and in fact, such claims are without foundation and violate the National Labor Relations Act.
- The defendants also have overtly threatened to and have actually engaged in illegal job slow downs, walking off the job, and withholding of overtime work in violation of contract in the event the building owner or general contractor hires the plaintiffs rather than a defendant IBEW Local No. 3 contractor for telecommunications installation work. Such actions violate the defendants’ contractual obligations and the law and are intended to intimidate the building owners and tenants, general contractors, and others to avoid the possibility of these adverse job actions.
- The defendants’ workers also have asserted falsely that building owners and tenants and general contractors must exclude the plaintiffs from telecommunications installation work because of a claimed exclusive jobsite jurisdiction over certain functions and equipment necessary to perform telecommunications installations. These claims include, for example, the false assertion of exclusive right on the part of IBEW Local No. 3 to install cable trays, cable ladders and conduit (which are methods to support telecommunications cabling) and the false assertion that the plaintiffs’ workers are prohibited from installing telecommunications cable in cable trays, cable ladders, conduits or other devices installed by the defendant IBEW Local No. 3 electrical contractor. These false claims have been rejected repeatedly by the National Labor Relations Board and the courts, but the defendants continue to raise them in their effort to exclude plaintiffs from the telecommunications installation market.

46. These false statements are effective in furthering the defendants’ conspiracy to exclude the plaintiffs from the New York City metropolitan area telecommunications installation market because they confront the building owners and tenants, general contractors, and others with an explicit or strongly implied risk of substantial financial harm resulting from delays, disruptions, and unnecessarily added costs.

Defendants’ Actions to Exclude Plaintiffs from Bidding Lists

47. The defendants have used false statements, improper threats, and coercive pressures to exclude the plaintiffs from invitations to bid on telecommunications work in the

New York City metropolitan area. In many instances, those false statements, improper threats, and coercive pressures have succeeded in precluding the plaintiffs from bidding on jobs. This has injured the plaintiffs by excluding them from business opportunities, and it has injured building owners and tenants and the general public because experience has shown that, due to their lower cost structure, efficiency, training and expertise in telecommunications work, the inclusion of one or both of the plaintiffs on the bidders' list for a job will result in an overall, significant reduction of bids from the defendant electrical contractors by as much as 50%. The fact that the defendants are willing to lower their bids when the plaintiffs are on the bidders' list but are unwilling to do so when it is only IBEW Local No. 3 contractors bidding against one another is further evidence of the collusion among the defendants.

48. For example, during 1999, plaintiff Odyssey was excluded from bidding on a \$3.5 million telecommunications project at Montifiore Children's Hospital, in the Bronx, for which the general contractor was Turner Construction Company. The hospital's data services manager wished to include Odyssey on the bidders' list, and Odyssey was fully qualified to perform the work and prepared to submit its bid on the cable infrastructure. As a result of actions by the defendants, Odyssey was subsequently removed from the bidders' list on the stated ground that it was not an "IBEW Local No. 3 contractor."

49. Similarly, in 1999, during a prebidding meeting for a renovation project at Deutsche Bank at 4 World Trade Center in Manhattan, Odyssey and other contractors were asked by the project information technology consultant to be prepared to bid on the telecommunications work. However, during a "walk through" of the facilities (in which all potential bidders are given a tour of the building and the customer is available to answer questions about the scope of the work required) shortly thereafter, an announcement was made

that only IBEW Local No. 3 contractors would be permitted to bid on the telecommunications aspects of the project. As a result, Odyssey was unlawfully prevented from submitting a bid notwithstanding its qualifications, ability, and willingness to do the work.

50. Likewise, early in 2000, the defendants prevented USIS from bidding on a telecommunications installation job at the new offices of the law firm of Simpson Thacher & Bartlett, located at 405 Lexington Avenue in Manhattan. Simpson Thacher's facilities manager had previously retained USIS in July of 1999 for an approximately \$500,000 telecommunications wiring upgrade at Simpson Thacher's offices at 425 Lexington Avenue. Based on USIS's excellent work and price on that job, the facilities manager on several occasions told USIS that he intended to retain USIS for future projects. On the 425 Lexington Avenue job, no electrical contractors had been present at the jobsite while USIS performed its work and there was no protest of the customer's decision to hire USIS for the telecommunications work. The renovation at 405 Lexington Avenue involved the renovation of an entire floor for which Lehr Construction Corp. served as the general contractor. USIS was prevented from bidding on the telecommunications installation work at the 405 Lexington Avenue jobsite, which bidding was limited to electrical contractors utilizing IBEW Local No. 3 labor.

51. Over the past four years, the following, although not meant to be comprehensive, are additional examples of telecommunications projects in the New York City metropolitan area from which the plaintiffs were precluded from bidding due to the unlawful acts of IBEW Local No. 3 and the defendant electrical contractors, namely A&R Electrical Maintenance, Inc., Adco Electrical Corp., Five Star Electric Corp., Forest Electric Corp., IPC Communications, Inc., and Nead Information Systems, Inc.:

<i>Owner/Job</i>	<i>Location</i>
Skadden Arps Slate Meagher & Flom	Manhattan
Deutsche Advertising	Manhattan
Blue Cross/Blue Shield	Manhattan
Conde Nast	Manhattan
Metropolitan Transit Authority	Manhattan
Sotheby's	Manhattan
Equitable Life	Manhattan
Salomon Smith Barney	Manhattan
Bear Stearns	Manhattan
N.Y. Stock Exchange	Manhattan
Reuters	Manhattan

52. The foregoing events and incidents are part of, and were carried out by and on behalf of the defendants, as part of their common plan and scheme to exclude the plaintiffs from the telecommunications installation market in the New York City metropolitan area and to use their market power over the electrical installation market in the New York City metropolitan area to extend their presence into, and dominate, the telecommunications installation market in the New York City metropolitan area as well.

Defendants' Actions to Induce Customers to Reject the Plaintiffs' Lower Bids and Proposals

53. Even when the defendants have failed to keep the plaintiffs off the bidding list for telecommunications work, they have acted improperly and illegally to prevent the award of the job to the plaintiffs, using the same kinds of misinformation, threats, and pressure described above. Thus, although the plaintiffs submitted fully qualified bids and proposals at prices substantially lower than the defendants' bids and were fully qualified and willing to perform the work called for in the requests for bids and proposals, the plaintiffs were denied work as a result of the defendants' conspiratorial actions.

54. For example, in August of 1999, in connection with McGraw Hill's renovation of the eleventh and twelfth floors of a building located at 2 Penn Plaza in Manhattan, the general contractor on the project, McCann Inc., solicited USIS's bid and explicitly assured USIS that it

had a good chance of being awarded the job despite pressure from IBEW Local No. 3 to award the work to a Local 3 contractor. USIS submitted a bid for approximately \$359,500, while the lowest bid submitted by an electrical contractor was very significantly higher. In this situation, McGraw Hill's information technology consultant reviewed the bids and recommended that USIS perform the telecommunications work, not only because McGraw Hill would realize enormous savings in the first instance, but also because McGraw Hill would benefit by sending a message to the defendants that it was not susceptible to this type of pressure. Despite the strong recommendation from the independent consultant, the contract was awarded to a defendant competitor rather than to USIS. The explanation given was threats by defendant IBEW Local No. 3 members to refuse to provide contracted-for overtime on electrical work on the same project to slow down the project if USIS were awarded the job. In this manner, the defendants used their power over the electrical installation market to secure an undeserved anticompetitive advantage in the telecommunications installation market to the detriment of USIS as well as the building owner.

55. In a similar circumstance, USIS was the low bidder on a project during 1999 for The Guardian Life Insurance Company at 7 Hanover Square in Manhattan. Guardian's general contractor, Plaza Construction Corp., and its information technology consultant drafted the bidding documents especially carefully in anticipation that the defendants or their agents would threaten to delay or disrupt the performance of electrical work if USIS was awarded the telecommunications installation contract. The information technology consultant strongly recommended that the telecommunications work be awarded to USIS but, due to stated concerns that the defendants or their agents would use their control of the electrical work to disrupt or delay the overall project, USIS's low bid was rejected and the telecommunications installation

work was awarded to a defendant competitor. As a result, USIS was wrongfully deprived of this business and the profits that would have derived from it, and Guardian vastly overpaid for the telecommunications work involved.

56. Another example is USIS's loss in Spring 1999 of the telecommunications portion of a renovation project for the law firm of Shearman & Sterling, for whom USIS had done prior work at its Manhattan offices. Although USIS submitted the lowest qualified bid to the general contractor, StructureTone Inc., it was not awarded the project because, according to StructureTone and the building manager, Cushman & Wakefield, of threats that the defendants or their agents would delay and disrupt the electrical work on the project if USIS was awarded the telecommunications work. As was euphemistically explained in an e-mail to USIS dated April 7, 1999: "STI [StructureTone] has advised that due to front end schedule compression in an already ambitious schedule, our flexibility in utilizing CWA labor (and thereby eliminating the ability to utilize Local 3 overtime) is decreasing." USIS lost this job opportunity to a defendant competitor due to the defendants' illegal behavior and the customer overpaid greatly for the work.

57. The following, although not meant to be comprehensive, are additional examples over the previous four years of telecommunications projects in the New York City metropolitan area on which the defendant electrical contractors, namely A&R Electrical Maintenance, Inc., Adco Electrical Corp., Five Star Electric Corp., Forest Electric Corp., IPC Communications, Inc., and Nead Information Systems, Inc., were the jobsite providers of electrical contracting services or the recipients of the award for telecommunications installation work that would have been awarded to the plaintiffs if not for the defendants' unlawful acts undertaken pursuant to their common plan and scheme:

Owner/Job	Location	General Contractor	Year	Est'd Value
March First	105 E. 17 th St., Manhattan	J.T. Magen & Co.	2000	\$700,000
Och-Ziff Management Group	9 W. 57 th St., Manhattan		2000	\$100,000
Broadband Office, Inc.	450 Lexington Ave., Manhattan	none	2000	\$170,000
Nasdaq/American Stock Exchange	86 Trinity Place, Manhattan	Turner Construction	2000	\$225,000
West LB Bank	1211 6 th Ave., Manhattan	McCann	1999	\$430,000
The Prism Comm. Services	770 Broadway, Manhattan	Lehr McGovern Bovis	1999	\$200,000
Radio City Music Hall	1260 6 th Ave., Manhattan	Barr & Barr	1999	\$350,000
Random House	various locations in Manhattan	Plaza Construction	1999	\$45,000
American Museum of Natural History	200 Central Park West, Manhattan		1999	\$435,000
DoubleTree Hotel	Midtown Manhattan	Lehr McGovern Bovis	1999	\$536,000
Food Networks	1180 6 th Ave., Manhattan	Lehr McGovern Bovis	1999	\$100,000
ABN Amro	1290 6 th Ave., Manhattan	StructureTone	1999	\$60,000
Credit Suisse First Boston	11 Madison Ave., Manhattan	StructureTone	1998	\$1 million
McGraw Hill	2 Penn Plaza, Manhattan	McCann	1998	\$1.2 million
McGraw Hill	55 Water Street, Manhattan	Turner Construction	1998	\$5.9 million
Major League Baseball	350 Park Ave., Manhattan	F.J. Sciamè Construction	1998	\$314,000
J&H Marsh McClennan	1166 6 th Ave., Manhattan	StructureTone	1998	\$1.6 million
NYU	7 E. 12 th St., Manhattan	none	1998	\$102,000
Cantor Fitzgerald	1 World Trade Ctr., Manhattan		1997	\$1.55 million

58. The foregoing events and incidents are part of and were carried out by and on behalf of a common plan and scheme by the defendants to exclude the plaintiffs from the telecommunications installation market in the New York City metropolitan area and to use their market power over the electrical installation market in the New York City metropolitan area to extend their presence into, and dominate, the telecommunications installation market in the New York City metropolitan area as well.

Defendants' Actions to Force Plaintiffs Out of Telecommunications Jobs

59. On numerous occasions, the defendants have furthered the objects and purposes of their illegal conspiracy to use their market power in the electrical installation market to cause customers to void valid contracts already entered into with the plaintiffs for telecommunications installation work and to reassign the work to the defendants at substantially higher costs to the customer. The tactics the defendants have used to achieve this result are substantially the same as described above, including false statements; intimidating threats and instances of delays and disruption of the electrical work and consequentially of the overall project; threats and instances of contrived workplace disputes; and vandalism to plaintiffs' work, tools, materials, and equipment. These tactics, made possible by the defendants' control over the electrical installation market, have caused customers to replace the plaintiffs on jobs for which they were selected as the fully qualified best and lowest bidder. This illegal conduct by the defendants not only deprives the plaintiffs of the revenue, profits, and recognition for the jobs on which they were the successful bidder, but also imposes excessive, unnecessary and non-productive costs on customers.

60. For example, in September of 1999, USIS won a contract for which it bid approximately \$385,000 for telecommunications work at the Hotel Sofitel project on West 44th Street in Manhattan. The electrical installation work on the project was awarded under a separate contract to defendant Five Star. Upon USIS's arrival on the jobsite, Five Star deliberately slowed the job, shutting down the elevators, lights, and power to the floors involved and refusing to work required overtime at several critical junctures in order to advance the defendants' conspiracy. USIS was also the victim of acts of deliberate vandalism by defendants and their agents, with tools being stolen and cables cut. At meetings called to discuss concerns

over the delays in the project caused by Five Star's tactics, the general contractor, Lehr McGovern Bovis, and Five Star admitted that the slow downs in the electrical work were due to USIS having been given the telecommunications work, and that the disruption would end if the telecommunications contract were taken from USIS and given to Five Star. That was done, although at higher cost to the owner, and the slowdowns caused by Five Star stopped. Five Star's subsequent installation of the telecommunications work was performed incorrectly, leading to yet further costs to the owner.

61. As another example, following other successful telecommunications installation work for Agency.com in Boston and Chicago, during 1999 USIS submitted a bid in the amount of approximately \$500,000 and was awarded the telecommunications installation work for Agency.com's renovation of its offices at 20 Exchange Place. Defendant Nead Electric also bid on the job, but its bid was substantially higher. Nead had previously been awarded the electrical contract and was already on site with work proceeding on pace, and was performing the required overtime work almost daily to assure timely job completion. Beginning on the first day USIS workers showed up on the jobsite, however, Nead dramatically curtailed overtime work by its employees, who began harassing and threatening USIS employees. About a week before Agency.com was to move into the renovated space, seventy telecommunications cables were cut in three separate locations spanning two floors in deliberate acts of sabotage costing approximately \$30,000 to repair. While Nead was unsuccessful in its attempt to force USIS off the job, its illegal actions, undertaken pursuant to the plan of the conspirators, succeeded in imposing additional monetary and reputational costs on USIS and additional costs on Agency.com.

62. Similarly, during January 1999, on the day USIS showed up on the job site to perform telecommunications installation work in connection with a renovation project for NBC at 30 Rockefeller Plaza, defendant Adco, which had earlier begun the electrical work on the project, abruptly stopped supplying required overtime at the site and said its refusal would continue for as long as CWA workers were on this jobsite. As a result of this unlawful pressure, and unconnected to USIS's performance or ability to complete the work, USIS was terminated from the job. Defendants' illegal actions also succeeded in imposing additional monetary and reputational costs on USIS and additional costs on NBC.

63. The following are additional, although not comprehensive, examples of telecommunications projects in the New York City metropolitan area that were awarded to the plaintiffs but from which the defendants secured the plaintiffs' removal or caused additional costs, delay and damages through their unlawful actions undertaken pursuant to their common plan and scheme:

<i>Owner/Job</i>	<i>Location</i>	<i>General Contractor</i>	<i>Date</i>	<i>Estimated Damages</i>
Conran Shop & Rest.	59 th St. & 1 st Ave., Manhattan	Lehr McGovern Bovis	9/99	\$133,000
Sun Microsystems	2 World Trade Ctr., Manhattan	StructureTone	8/99	\$2,000+
Information Builders	2 Penn Plaza, Manhattan	McCann, Inc.	1/98 & 10/97	\$28,000 \$125,000+
Cowen & Co.	32 Old Slip Manhattan	none	12/97	\$6,000+
Depository Trust	55 Water St., Manhattan	NYCBG	7/97 & 8/96	\$32,000+ \$6,000+
Nine West	Westchester Ave., Westchester County	StructureTone	5/97	\$6,000+

64. The foregoing events and incidents are part of, and were carried out by and on behalf of, the defendants' common plan and scheme to exclude the plaintiffs from the telecommunications installation market in the New York City metropolitan area and to use their market power over the electrical installation market in the New York City metropolitan area to

extend their presence into, and dominate, the telecommunications installation market in the New York City metropolitan area as well.

LABOR EXEMPTIONS TO THE ANTITRUST LAWS

65. IBEW Local No. 3 is not entitled to claim the protection of the statutory labor exemption provided for in Sections 6 and 20 of the Clayton Act (15 U.S.C. § 17; 29 U.S.C. § 52) and the Norris-LaGuardia Act (29 U.S.C. §§ 101-110, 113-115) because it has engaged in an unlawful contract, combination, and conspiracy with nonlabor groups (*i.e.*, the electrical contractor defendants and other entities) and because it has acted outside its legitimate self-interest. Each electrical contractor defendant constitutes a separate nonlabor group because each employs IBEW Local No. 3 members, directly competes with the plaintiffs, and is capable of committing an antitrust violation against any of the plaintiffs independently of IBEW Local No. 3's involvement. IBEW Local No. 3, whose purpose in combining with the electrical contractor defendants is to eliminate competition by the plaintiffs and to control the telecommunications installation market, is also not acting within its legitimate self-interest.

66. IBEW Local No. 3 is also not entitled to claim the protection of the nonstatutory labor exemption because the unlawful contract, combination, and conspiracy between IBEW Local No. 3 and the electrical contractor defendants does not arise in the collective bargaining context, is not intimately related to the wages, hours and working conditions of IBEW Local No. 3 members, and has a potential for restraining competition in the business market in ways that would not follow naturally from the elimination of competition over wages and working conditions.

COUNT I
VIOLATION OF SECTION 1 OF THE SHERMAN ACT

67. Each of the above allegations is incorporated herein.

68. Beginning more than four years ago and continuing until the present, the defendants have engaged in an unlawful contract, combination, and conspiracy that unreasonably restrains interstate and foreign trade and commerce in violation of § 1 of the Sherman Act (15 U.S.C. § 1).

69. The unlawful contract, combination and conspiracy consists of a continuing agreement, understanding, concert of action, and common plan and scheme between and among the defendants and others with the purpose and effect of restraining and preventing the plaintiffs from competing in the telecommunications installation market in the New York City metropolitan area.

70. The defendants' illegal actions unreasonably restrain trade and adversely affect interstate commerce in the telecommunications installation market by limiting and restricting the plaintiffs' ability to pursue their trade and business, by imposing additional costs on the plaintiffs, by rendering the plaintiffs' ability to expand their presence and business in the market in line with the rest of the telecommunications industry, and by imposing unnecessary and unproductive costs and excessive prices on building owners and tenants to the detriment of the owners and tenants and the public.

71. The plaintiffs were injured in their business and property as a result of the defendants' violation of § 1 of the Sherman Act in that they were: (i) unlawfully precluded from bidding on telecommunications contracts; (ii) denied work on contracts that they would have been awarded absent the illegal conspiracy; (iii) prevented from completing contracts that they were rightfully awarded; (iv) caused to suffer unnecessary and unproductive costs; and (v)

hampered in their ability to market their services and expand their presence in the telecommunications installation market in the New York City metropolitan area consistent with the explosive growth in the industry.

72. The defendants' actions have caused an injury to competition in the market for installation of telecommunications wiring and systems in the New York City metropolitan area, and the plaintiffs' injuries are of the type that the antitrust laws were intended to prevent and flow from that which makes the defendants' acts unlawful.

73. The specific amount of damages suffered by the plaintiffs will be established by proof adduced in this action but exceeds \$50 million after trebling.

**COUNT II
VIOLATION OF SECTION 2 OF THE SHERMAN ACT**

74. Each of the above allegations is incorporated herein.

75. The defendants, including IBEW Local No. 3, possess monopoly power in the electrical installation market in the New York City metropolitan area.

76. By engaging in the acts and practices described above, the defendants, including IBEW Local No. 3, have willfully used, have combined and conspired to use, and have unlawfully leveraged their monopoly power in the electrical installation market in the New York City metropolitan area with the specific intent to foreclose and destroy competition and obtain monopoly power, gain competitive advantages, and destroy the plaintiffs as effective competitors in the telecommunications installation market in the New York City metropolitan area.

77. The defendants' actions violate § 2 of the Sherman Antitrust Act (15 U.S.C. § 2).

78. By engaging in the acts and practices described above, the defendants have intentionally and unlawfully combined and conspired, and attempted, to monopolize the

telecommunications installation market in the New York City metropolitan area in violation of §2 of the Sherman Antitrust Act (15 U.S.C. § 2).

79. There is a dangerous probability the defendants will succeed in monopolizing said market.

80. The plaintiffs were injured in their business and property as a result of the defendants' violation of § 2 of the Sherman Act in that they were: (i) unlawfully precluded from bidding on telecommunications contracts; (ii) denied work on contracts that they would have been awarded absent the illegal conspiracy; (iii) prevented from completing contracts that they were rightfully awarded; (iv) caused to suffer unnecessary and unproductive costs; and (v) hampered in their ability to market their services and expand their presence in the telecommunications installation market in the New York City metropolitan area consistent with the explosive growth in the industry.

81. The defendants' actions have caused an injury to competition in the market for installation of telecommunications wiring and systems in the New York City metropolitan area, and the plaintiffs' injuries are the type the antitrust laws were intended to prevent and flow from that which makes the defendants' acts unlawful.

82. The specific amount of damages suffered by the plaintiffs will be established by proof adduced in this action but exceeds \$50 million after trebling.

**COUNT III
VIOLATION OF THE DONNELLY ACT**

83. Each of the above allegations is incorporated herein.

84. The acts and practices engaged in by the defendants constitute a contract, agreement, arrangement or combination whereby competition of the plaintiffs in the

telecommunications installation market in the New York City metropolitan area is restrained in violation of § 340 of the New York General Business Law.

85. The unlawful contract, combination, and conspiracy consists of a continuing agreement, understanding, and concert of action between and among the defendants with the purpose and effect of preventing the plaintiffs and other telecommunications contractors that employ labor belonging to the CWA from competing in the telecommunications installation market in the New York City metropolitan area.

86. The economic impact of the conspiracy is to restrain trade in the telecommunications installation market in the New York City metropolitan area.

87. The plaintiffs were injured in their business and property as a result of the defendants' violation of § 340 of the New York General Business Law in that they were: (i) unlawfully precluded from bidding on telecommunications installation contracts; (ii) denied work on contracts that they would have been awarded absent the illegal conspiracy; (iii) prevented from completing contracts that they were rightfully awarded; (iv) caused to suffer unnecessary and unproductive costs; and (v) hampered in their ability to market their services and expand their presence in the telecommunications installation market in the New York City metropolitan area consistent with the explosive growth in the industry.

88. The defendants' actions have caused an injury to competition in the market for installation of telecommunications wiring and systems in the New York City metropolitan area, and the plaintiffs' injuries are the type the antitrust laws were intended to prevent and flow from that which makes the defendants' acts unlawful.

89. The specific amount of damages suffered by the plaintiffs will be established by proof adduced in this action but exceeds \$50 million after trebling.

COUNT IV
TORTIOUS INTERFERENCE WITH CONTRACT
AND/OR PROSPECTIVE BUSINESS ADVANTAGE

90. Each of the above allegations is incorporated herein.

91. As alleged hereinabove, the plaintiffs were parties to contracts and had business relations with general contractors and building owners and tenants for the provision of telecommunications services.

92. The defendants were aware of the existence of these contracts and business relations.

93. By engaging in the acts and practices alleged above, the defendants intentionally interfered with the contracts and business relations of the plaintiffs in the telecommunications installation market and caused a breach of those contracts.

94. The means and acts used by the defendants to interfere with the plaintiffs' contracts and business relations, including the defendants' threats and coercion of owners and tenants and contractors not to do business with the plaintiffs, and sabotage of the plaintiffs' work, were engaged in for the purpose of harming the plaintiffs, and were dishonest, improper and criminal in nature.

95. The plaintiffs were injured by the defendants' wrongful acts in an amount that will be established in this proceeding but which exceeds \$50 million after trebling. The plaintiffs are also entitled to punitive damages from the defendants because the defendants' actions were willful, wanton, malicious, and unlawful.

INJUNCTIVE RELIEF

96. Unless restrained, the defendants will continue to engage in their unlawful and injurious conduct as outlined above. Without the imposition of injunctive relief, the plaintiffs will not be able to obtain complete relief from the defendants' wrongful and illegal actions.

JURY DEMAND

97. The plaintiffs hereby demand a trial by jury on all issues so triable in this case.

PRAYER FOR RELIEF

WHEREFORE, the plaintiffs respectfully pray for the following relief:

- That the Court adjudge and decree that the defendants have violated and are violating section 1 of the Sherman Act (15 U.S.C. § 1) and enter judgment in the plaintiffs' favor against the defendants, jointly and severally, in the amount of damages sustained by each plaintiff respectively as a result of the defendants' violations thereof, thereafter trebled as provided in section 4 of the Clayton Act (15 U.S.C. § 15), together with the plaintiffs' attorneys fees and costs as therein provided;
- That the Court adjudge and decree that the defendants have violated and are violating section 2 of the Sherman Act (15 U.S.C. § 2) and enter judgment in the plaintiffs' favor against the defendants, jointly and severally, in the amount of damages sustained by each plaintiff respectively as a result of the defendants' violations thereof, thereafter trebled as provided in section 4 of the Clayton Act (15 U.S.C. § 15), together with the plaintiffs' attorneys fees and costs as therein provided;
- That the Court adjudge and decree that the defendants have violated and are violating the Donnelly Act (N.Y. Gen. Bus. Law § 340) and enter judgment in the plaintiffs' favor against the defendants, jointly and severally in the amount of damages sustained by each plaintiff respectively as a result of the defendants' violations thereof, thereafter trebled as provided in N.Y. Gen. Bus. Law § 340(5), together with the plaintiffs' attorneys fees and costs as therein provided;
- That the Court adjudge and decree that the defendants have committed and are committing common law torts of tortious interference with a contract and prospective business advantage, and enter judgment in the plaintiffs' favor against the defendants, jointly and severally in the amount of damages sustained by each plaintiff respectively as a result of the defendants' torts, together with punitive damages;
- That the Court permanently enjoin and restrain the defendants, their officers, directors, agents, employees, successors, and all other persons acting in concert with them or under their direction and control or acting or claiming to act on their behalf from, in any manner, directly or indirectly, continuing, maintaining, or renewing their

combination and conspiracy, or from engaging in any other combination, contract, conspiracy, agreement, understanding, or concert of action having a similar purpose or effect, or from adopting or following any practice, plan, program, or device having a similar purpose or effect;

- That the plaintiffs recover from the defendants the costs of this suit, pre-judgment and post-judgment interest, and reasonable attorneys' fees and costs, in accordance with the federal and state antitrust laws; and
- Such other and further relief, at law or in equity, that the Court may deem just and proper.

Dated: June 27, 2000
New York, New York

Respectfully submitted,

KING & SPALDING

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