

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION

CRAFTSMEN LIMOUSINE, INC., a Missouri Corporation, and)

JMRL SALES & SERVICE, INC., a Missouri Corporation, d/b/a Craftsmen Limousine, Inc.,)
Plaintiffs,)

v.)

FORD MOTOR COMPANY, a Delaware corporation;)

LINCOLN, a division or affiliate of Ford Motor Company;)

GENERAL MOTORS CORPORATION, a Missouri corporation;)

CADILLAC, a division or affiliate of General Motors Corporation;)

LIMO, an association of limousine builders;)

AHA AUTOMOTIVE DESIGN, a Canadian corporation;)

AMERICAN CUSTOM COACHWORKS, a California corporation;)

CLASSIC LIMOUSINE & ARMOURING, a California corporation;)

DaBRY AN COACH BUILDERS, a Missouri corporation;)

EAGLE COACH, an Ohio corporation;)

EMPIRE COACH, a New York corporation;)

EXECUTIVE COACHBUILDERS, a Missouri corporation;)

FEDERAL COACH, an Arkansas corporation;)

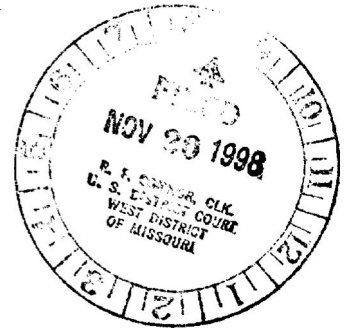
IMAGE COACHES, an Indiana corporation;)

INTERNATIONAL ARMOR & LIMOUSINE, an Illinois corporation;)

KRYSTAL KOACH, a California corporation;)
LCW, a Texas corporation;)

PICASSO COACH BUILDER, a New York corporation;)

ROYALE LIMOUSINE MANUFACTURERS, a Massachusetts corporation;)



Case No.

ATTORNEY LIEN CLAIMED
JURY TRIAL DEMANDED

98- 3454- CV -g-RfC-CCF-

R-D GROUP, a California corporation, d/b/a)
 TIFFANY COACHWORKS;)
 S&S/SUPERIOR OF **omo**, an Ohio)
 corporation;)
 TRI-STATE CUSTOM COACH, a New Jersey)
 corporation;)
 UNITED STATES COACHWORKS, a New)
 York corporation, and)
 VIKING COACHWORKS, a Florida)
 corporation,)
 Defendants.)

COMPLAINT

Jurisdiction

Counts I through V of this action arise under the antitrust laws of the United States, 15 U.S.c. § 1 et seq., whereof this Court has jurisdiction as a Federal question under 28 U.S.c. § 1331. Counts VI through XII of this action arise under antitrust and other laws of the State of Missouri, whereof this Court has supplemental jurisdiction under 28 U.S.C. § 1367(a). Plaintiffs have standing under 15 U.S.C. § 15(a), 26 Mo. § 416.121(1).

Facts

A. Parties

1. Plaintiffs Craftsmen Limousine, Inc. and JMRL Sales & Service Inc., d/b/a Craftsmen Limousine, Inc. ("Plaintiffs" or "Craftsmen") are corporations, chartered in the State of Missouri, whose headquarters are located in Ozark, Missouri.

2. Defendant Ford Motor Company ("Ford" and "Manufacturing Defendant") is a corporation, chartered and in good standing in the State of Delaware, qualified and in good standing in the State of Missouri.

3. Defendant Lincoln is, on information and belief, a division or affiliate of Ford.
4. Defendant General Motors Corporation ("General Motors" and "Manufacturing Defendant") is a corporation, chartered and in good standing in the State of Delaware, qualified and in good standing in the State of Missouri.
5. Defendant Cadillac is, on information and belief, a division or affiliate of General Motors.
6. Defendant Limo is an association of limousine builders whose headquarters are located in Virginia Beach, Virginia.
7. At all times pertinent hereto, members of Limo included Defendants AHA Automotive Design, American Custom Coachworks, Classic Limousine & Armouring, DaBryan Coach Builders, Eagle Coach, Empire Coach, Executive Coachbuilders, Federal Coach, Henry Brothers, Inc., Image Coaches, International Armor & Limousine, Krystal Koach, LCW, Picasso Coach Builder, Royale Limousine Manufacturers, R-D Group, S&S/Superior of Ohio, Tri-State Custom Coach, United States Coachworks, and Viking Coachworks.
8. Defendant AHA Automotive Design ("AHA") is a corporation whose headquarters are located in Toronto, Ontario.
9. Defendant American Custom Coachworks ("American Custom") is a corporation whose headquarters are located in Beverly Hills, California.
10. Defendant Classic Limousine & Armouring ("Classic") is a corporation whose headquarters are located in Fountain Valley, California.
11. Defendant DaBryan Coach Builders ("DaBryan") is a corporation whose headquarters are located in Springfield, Missouri.

12. Defendant Eagle Coach ("Eagle") is a corporation whose headquarters are located in Amelia, Ohio.

13. Defendant Empire Coach ("Empire") is a corporation whose headquarters are located in Brooklyn, New York.

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15. Defendant Federal Coach ("Federal") is a corporation whose headquarters are located in Ft. Smith, Arkansas.

16. Defendant Henry Brothers, Inc. ("Henry Bros.") is a corporation whose headquarters are located in Manila, Arkansas.

17. Defendant Image Coaches ("Image") is a corporation whose headquarters are located in Warsaw, Indiana.

18. Defendant International Armor & Limousine ("InCl Armor") a corporation whose headquarters are located in Elgin, Illinois.

19. Defendant Krystal Koach ("Krystal") is a corporation whose headquarters are located in Brea, California.

20. Defendant LCW ("LCW") is a corporation whose headquarters are located in Laredo, Texas.

21. Defendant Picasso Coach Builder ("Picasso") is a corporation whose headquarters are located in Rego Park, New York.

22. Defendant Royale Limousine Manufacturers ("Royale") is a corporation whose headquarters are located in Haverhill, Massachusetts.

23. Defendant R-D Group d/b/a Tiffany Coachworks ("R-D") is a corporation whose headquarters are located in Corona, California.

24. Defendant *S&S Superior* of Ohio ("*S&S*") is a corporation whose headquarters are located in Lima, Ohio.

25. Defendant Tri-State Custom Coach ("Tri-State") is a corporation whose headquarters are located in Mahwah, New Jersey.

26. Defendant United States Coachworks ("U. S. Coach") is a corporation whose headquarters are located in Bohemia, New York.

27. Defendant Viking Coachworks ("Viking") is a corporation whose headquarters are located in Sanford, Florida.

B. Market; Background

28. In the United States of America, limousines are built by altering or converting conventional large sedan automobiles. The sedans before conversion are called "base vehicles" .

29. Approximately eighty per cent (80%) of all base vehicles (which are later converted into limousines) are originally manufactured by FordIIIincoln and by General Motors/Cadillac.

30. To convert a base vehicle into a limousine, the base vehicle is "stretched", that is, lengthened. "Stretching" increases the number of persons and/or objects that limousine can carry, as well as increasing the positive visual impression made the vehicle. Because "stretching" increases capacity and visual appeal, longer "stretches" are more attractive to many customers.

31. When a base vehicle is "stretched" , its increased length and weight causes increased stress on frames and other structural components. Increased stress can be countered by strengthening structural components; but strengthening structural components tends to further

increase weight. Increased weight degrades performance and increases wear. Measures to minimize weight increase may adversely affect strength and safety of the vehicle. However, these factors can be reconciled, to produce a limousine of greater length, acceptable weight and adequate strength and safety, only by careful engineering and workmanship such as the limousines manufactured by Plaintiff herein.

32. The National Highway Traffic Safety Administration ("NHTSA") is an administration in the United States Department of Transportation, 49 U.S.C. § 105(a), authorized to prescribe motor vehicle safety standards on behalf of the Secretary of Transportation, 49 U.S.C. § 105(d), § 30111(a). NHTSA enforces these safety standards primarily against original equipment manufacturers, such as Ford/Lincoln and General Motors/Cadillac. However, alterers of original vehicles are required to certify that the altered vehicle continues to comply with all applicable Federal motor vehicle safety standards. No Federal motor vehicle safety standards set fixed limits on the length or weight of passenger cars converted to limousines by builders using base units supplied by customers to build a limousine. NHTSA requires only that a safe limousine be built.

33. Since 1990, Ford/Lincoln has maintained a certification program, which, as a pretext, ostensibly helps limousine builders convert Ford/Lincoln base vehicles while maintaining adequate safety standards, and ostensibly helps limousine-builder customers determine that converted Ford/Lincoln vehicles remain adequately safe. This pretext is basically untrue, false, misleading, and fraudulent. This program is called the Quality Vehicle Modifier ("QVM").

34. To limit competition and limit range of modification for unlawful market purposes, in order to protect QVM dealers, QVM requires that a base vehicle be "stretched" by no more

than one hundred twenty inches (120"), and that a fully-converted limousine weigh no more than seven thousand one hundred (7,200) pounds measured as gross vehicle weight ("gvw"), regardless of how the converted vehicle may be engineered in order to gain length, maintain strength, and compensate for added weight.

35. QVM also requires that any limousine builder certified thereunder agree in writing to name Ford/Lincoln as an additional insured on such limousine builder's product liability insurance policy, and include an endorsement to such policy holding Ford/Lincoln harmless from any liability resulting from operation of a limousine whose base vehicle was a Ford/Lincoln product.

36. Ford/Lincoln requires, as a condition of certification under QVM, that a limousine builder be a member of Limo (the "Association").

37. Since 1993, General Motors/Cadillac has maintained a certification program, similar to QVM, which is called the Cadillac Master Coachbuilder ("CMC").

38. To limit competition and limit range of modification for unlawful market purposes, in order to protect QVM dealers, CMC requires that a base vehicle be "stretched" by no more than one hundred twenty inches (120"), and that a fully-converted limousine weigh no more than seven thousand one hundred (7,200) pounds gvw, regardless of how the converted vehicle may be engineered to gain length, maintain strength, and compensate for added weight.

39. CMC also requires a hold-harmless agreement, similar to that required by QVM.

40. General Motors/Cadillac requires, as a condition of certification under CMC, that a limousine builder make no modifications to Ford/Lincoln sedans except as certified under QVM--in effect, that a limousine builder be a member of Limo (the "Association").

41. Plaintiffs are not members of Limo.

42. Plaintiffs have not requested certification under QVM, because QVM arbitrarily and for antitrust and anticompetitive purposes limits vehicle length and weight, regardless of best engineering judgment and customer demand; require Plaintiffs to agree to hold Ford/Lincoln harmless from any liability resulting from operation of a limousine whose base vehicle is a Ford/Lincoln product; and require Plaintiffs to be members of Limo.

43. Plaintiffs requested certification under CMC, and agreed to comply fully with standards established by CMC when "stretching" General Motors/Cadillac base vehicles. Nevertheless, Plaintiffs' request for certification under CMC was illegally, unlawfully and tortiously refused, because the Manufacturing Defendants were aware that Plaintiffs intended to continue to build limousines on Ford/Lincoln base vehicles which were larger than those permitted under QVM standards.

44. Base vehicle manufacturers and limousine builders advertise their products and services in various trade periodicals. Such trade periodicals derive a substantial portion of their revenue from such advertisements. It is imperative to the free market and legitimate competition that all segments of the market be allowed to advertise in such publications.

45. Limousine builders exhibit their products and advertise their services at annual shows organized and hosted by the publishers of trade periodicals. Attendance at such shows is by permission of the publishers who host the shows.

46. One such trade periodical is *Limousine & Chauffered Transportation*, formerly *Limousine & Chauffeur* ("*Limousine & Chauffeur*"). At all times pertinent hereto, the publisher of *Limousine & Chauffeur* was Bobit Publishing Co., whose principal was Ty Bobit; and the editor of

Limousine & Chauffeur was Sara Eastwood, later known as Sarah McLean ("McLean"). At all times pertinent hereto, *Limousine & Chauffeur* has held an annual limousine show, whose location changes in alternate years--one year in the western part of the United States, the next year in the eastern part of the United States.

47. Another such trade periodical is *Limousine Digest*. At all times pertinent hereto, the publisher, editor and/or principal of *Limousine Digest* was Rick Cohen ("Cohen"). In 1994 and each year thereafter, *Limousine Digest* has held an annual limousine show in the northeastern area of the United States.

C. Events

48. Beginning in early 1993, at the urging of Defendants (or some of them), McLean refused to publish in *Limousine & Chauffeur* any advertisements by and for any limousine builders who were not certified by QVM and/or CMC and were not members of Limo, or to permit any such builders to attend *Limousine & Chauffeur's* annual show at Las Vegas, Nevada. From early 1993 to date, Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders have had no advertisements published in *Limousine & Chauffeur*, except as alleged in paragraphs 59 and 60 below.

49. In 1994, 1995, 1996, and 1997, Defendants in concert and civil conspiracy one with another threatened to withdraw their advertisements from *Limousine Digest*, unless Cohen for that periodical agreed to refuse to publish any advertisements by and for Plaintiffs and any other limousine builders who were not certified under QVM and/or CMC and who were not members of Limo.

50. In 1994, 1995, and 1996, Defendants (or some of them) in concert and civil

conspiracy actually did withdraw their advertisements from *Limousine Digest*. because *Limousine Digest* continued to publish advertisements by and for Plaintiffs and other limousine builders who were not certified under QVM and/or CMC and who were not members of Limo.

51. Beginning in 1994, *Limousine Digest* asked Plaintiffs to modify their proposed advertising. by changing the description of a 130" Lincoln-base limousine to 120", and by removing a picture of a dual-axle converted vehicle which exceeded length and weight limits set by QVM.

52. On November 22, 1994, Cohen informed Plaintiffs that *Limousine Digest* would refuse to publish all advertisements by and for Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders, because of unlawful and coercive financial pressure induced by Defendants' conduct alleged in paragraphs 49 and 50 above.

53. To help Cohen resist financial pressure induced by Defendants' withdrawal of their own advertising, in 1995 Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders doubled the advertising space they purchased in *Limousine Digest*.

54. In 1995, Plaintiffs were invited to *Limousine Digest's* annual show in Secaucus, New Jersey. In late 1995, Defendants threatened *Limousine Digest* with a boycott of said show if Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders were allowed to appear there. Plaintiffs' permission to attend said show was withdrawn. Other non-QVM, non-CMC, non-Limo limousine builders' permission to attend was also withdrawn.

55. Because of events alleged in paragraphs 49 - 52 and 54 above, and despite events alleged in paragraph 53 above, in 1996 Cohen refused to publish in *Limousine Digest* any more advertisements by and for Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders. From June 1996 to date, Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders

have had no advertisements published in *Limousine Digest*, except as alleged in paragraphs 61 and 62 below.

56. In an attempt to accommodate Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders despite events alleged in paragraphs 49 - 55 above, Cohen issued a new, separate trade journal, called *The Custom Builder*, in which Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders would be allowed to advertise.

57. Only one (1) issue of *The Custom Builder* was published. Cohen ceased publication of *The Custom Builder* upon Defendants' illegal coercive and anticompetitive demand.

58. From 1995 to date, Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders have received no invitations to attend *Limousine Digest's* annual show at Secaucus, New Jersey do to the civil conspiracy of Defendants, or some of them.

59. In 1997, Plaintiffs asked *Limousine & Chauffeur* for permission to advertise a bus conversion in that periodical. Permission was granted, on condition that the words "bus division" were added to the Craftsmen name. The words, "We Still Build Long Limousines", were permitted at the bottom of the ad. No pictures of Lincoln-based or Cadillac-based limousines were permitted.

60. In 1998, *Limousine & Chauffeur* allowed Plaintiffs to add a picture of a Lincoln Navigator limousine to the bus ad described in paragraph 59 above. The picture of the Lincoln Navigator was withdrawn upon Defendants' demand. Thereafter, by letter dated August 20, 1998, McLean informed Plaintiffs that *Limousine & Chauffeur* would accept no advertising by and for any limousine builders using any Ford-based conversions which were non-QVM or any General Motors-based conversions which were non-CMC.

61. In 1997, Plaintiffs asked *Limousine Digest* for permission to advertise a bus

conversion in that publication. Permission was granted, on condition that the words, "We Still Build Long Limousines" be removed from the proposed advertisement.

62. In 1998, *Limousine Digest* refused to allow Plaintiffs to add a picture of a Lincoln Navigator limousine to the bus ad described in paragraph 61 above.

63. By 1998, because of Defendants' conduct alleged in paragraphs 48 - 62 above, Plaintiffs were excluded both from *Limousine Chauffeur* and its shows (eastern and western markets) and from *Limousine Digest* and its shows (northeastern market).

64. In business year 1993-1994, Plaintiffs suffered approximately \$100,000 in lost profits from sales, because of their inability to advertise and show their 130" limousine and dual-axle conversion.

65. In business year 1993-1994, Plaintiffs also suffered approximately \$100,000 in lost growth, because of their inability to advertise and show their 130" limousine and dual-axle conversion.

66. In business year 1994-1995, Plaintiffs incurred additional advertising expenses in their efforts to help Cohen and *Limousine Digest* resist Defendants' financial pressure.

67. In business year 1995-1996, Plaintiffs suffered in excess of \$100,000 in lost profits from sales, due to their exclusion from advertising in *Limousine & Chauffeur* and *Limousine Digest* and their exclusion from *Limousine & Chauffeur's* and *Limousine Digest's* 1995 shows.

68. In business year 1995-1996, Plaintiffs also suffered in excess of \$100,000 in lost growth, due to their exclusion from advertising in *Limousine & Chauffeur* and *Limousine Digest* and their exclusion from *Limousine & Chauffeur's* and *Limousine Digests* 1995 shows.

69. In business year 1996-1997, Plaintiffs suffered in excess of \$120,000 in lost profits

from sales, due to their exclusion from advertising in *Limousine & Chauffeur* and *Limousine Digest* and their exclusion from *Limousine & Chauffeur's* and *Limousine Digest's* 1996 shows.

70. In business year 1996-1997, Plaintiffs also suffered in excess of \$100,000 in lost growth, due to their exclusion from advertising in *Limousine & Chauffeur* and *Limousine Digest* and their exclusion from *Limousine & Chauffeur's* and *Limousine Digest's* 1996 shows.

71. In 1998, a new trade periodical, *National Limousine Trader*, appeared on the market. *National Limousine Trader* has provided a new forum for advertisements by and from Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders. As a result thereof, notwithstanding the facts alleged in paragraph 62 above, Plaintiffs' sales in 1998 have made a marginal comeback, notwithstanding the losses still incurred to date because of the illegal and unlawful activities of Defendants.

CLAIMS FOR RELIEF

COUNT I DAMAGES FOR COMBINATION OR CONSPIRACY IN RESTRAINT OF TRADE OR COMMERCE (15 U.S.c. §§ 1, 15)

72. Plaintiffs reallege paragraphs 1 through 71.

73. 15 U.S.c. § 1 provides that "Every ...combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States ...is hereby declared to be illegal."

74. Beginning at least as early as 1993, and continuing until the present date, Defendants entered into a combination or conspiracy in unreasonable restraint of trade or commerce among the several States of the United States, in the market for passenger cars converted into limousines.

75. This combination or conspiracy took the form of a group boycott of *Limousine & Chauffeur*, *Limousine Digest*, and their respective annual shows. Said group boycott was instigated and conducted by Defendants Ford/Lincoln and General Motors/Cadillac who had and have market power over, i.e.. a controlling percentage of market share of, the manufacture of the passenger sedan automobiles which are the raw material of the limousine conversion industry; and by Defendants Limo and its members who had and have market power over, i.e. a controlling percentage of market share of, the advertising and attendance necessary to support *Limousine & Chauffeur*, *Limousine Digest*, and their respective shows. Said group boycott had the purpose and effect of severely impairing the advertising ability and competitive prospects of independent limousine builders in the several States of the United States; and was further intended to eliminate or greatly reduce the availability of limousines larger than an arbitrarily-determined size regardless of consumer demand in the several States of the United States, and to impose a burdensome hold-harmless agreement on limousine builders in the several States of the United States.

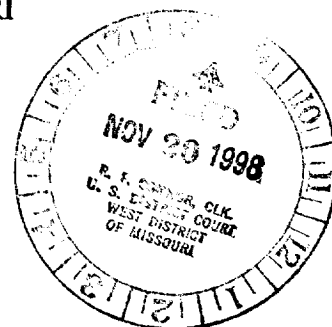
76. 15 U.S.C. § 15 provides that

...any person who shall be injured in his business or property by reason of anything forbidden in the antitrust laws may sue therefor ...without respect to the amount in controversy, and shall recover threefold the damages by him sustained, and the cost of suit, including a reasonable attorney's fee.

77. As a direct result of Defendants' unlawful activity, Plaintiffs have suffered and will continue to suffer substantial injuries and damages to their businesses and property.

78. Plaintiffs are entitled to recover their actual damages in the amount of approximately \$620,000.00, multiplied by three for total damages of approximately \$1,860,000.00, and the cost of suit including a reasonable attorney's fee.

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COMPLAINT

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increase weight. Increased weight degrades performance and increases wear. Measures to minimize weight increase may adversely affect strength and safety of the vehicle. However, these factors can be reconciled, to produce a limousine of greater length, acceptable weight and adequate strength and safety, only by careful engineering and workmanship such as the limousines manufactured by Plaintiff herein.

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38. To limit competition and limit range of modification for unlawful market purposes, in order to protect QVM dealers, CMC requires that a base vehicle be "stretched" by no more than one hundred twenty inches (120"), and that a fully-converted limousine weigh no more than seven thousand one hundred (7,200) pounds gvw, regardless of how the converted vehicle may be engineered to gain length, maintain strength, and compensate for added weight.

39. CMC also requires a hold-harmless agreement, similar to that required by QVM.

40. General Motors/Cadillac requires, as a condition of certification under CMC, that a limousine builder make no modifications to Ford/Lincoln sedans except as certified under QVM--in effect, that a limousine builder be a member of Limo (the "Association").

41. Plaintiffs are not members of Limo.

42. Plaintiffs have not requested certification under QVM, because QVM arbitrarily and for antitrust and anticompetitive purposes limits vehicle length and weight, regardless of best engineering judgment and customer demand; require Plaintiffs to agree to hold Ford/Lincoln harmless from any liability resulting from operation of a limousine whose base vehicle is a Ford/Lincoln product; and require Plaintiffs to be members of Limo.

43. Plaintiffs requested certification under CMC, and agreed to comply fully with standards established by CMC when “stretching” General Motors/Cadillac base vehicles. Nevertheless, Plaintiffs’ request for certification under CMC was illegally, unlawfully and tortiously refused, because the Manufacturing Defendants were aware that Plaintiffs intended to continue to build limousines on Ford/Lincoln base vehicles which were larger than those permitted under QVM standards.

44. Base vehicle manufacturers and limousine builders advertise their products and services in various trade periodicals. Such trade periodicals derive a substantial portion of their revenue from such advertisements. It is imperative to the free market and legitimate competition that all segments of the market be allowed to advertise in such publications.

45. Limousine builders exhibit their products and advertise their services at annual shows organized and hosted by the publishers of trade periodicals. Attendance at such shows is by permission of the publishers who host the shows.

46. One such trade periodical is *Limousine & Chauffered Transportation*, formerly *Limousine & Chauffeur* (“*Limousine & Chauffeur*”). At all times pertinent hereto, the publisher of *Limousine & Chauffeur* was Bobit Publishing Co., whose principal was Ty Bobit; and the editor of

Limousine & Chauffeur was Sara Eastwood, later known as Sarah McLean ("McLean"). At all times pertinent hereto, *Limousine & Chauffeur* has held an annual limousine show, whose location changes in alternate years--one year in the western part of the United States, the next year in the eastern part of the United States.

47. Another such trade periodical is *Limousine Digest*. At all times pertinent hereto, the publisher, editor and/or principal of *Limousine Digest* was Rick Cohen ("Cohen"). In 1994 and each year thereafter, *Limousine Digest* has held an annual limousine show in the northeastern area of the United States.

C. Events

48. Beginning in early 1993, at the urging of Defendants (or some of them), McLean refused to publish in *Limousine & Chauffeur* any advertisements by and for any limousine builders who were not certified by QVM and/or CMC and were not members of Limo, or to permit any such builders to attend *Limousine & Chauffeur's* annual show at Las Vegas, Nevada. From early 1993 to date, Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders have had no advertisements published in *Limousine & Chauffeur*, except as alleged in paragraphs 59 and 60 below.

49. In 1994, 1995, 1996, and 1997, Defendants in concert and civil conspiracy one with another threatened to withdraw their advertisements from *Limousine Digest*, unless Cohen for that periodical agreed to refuse to publish any advertisements by and for Plaintiffs and any other limousine builders who were not certified under QVM and/or CMC and who were not members of Limo.

50. In 1994, 1995, and 1996, Defendants (or some of them) in concert and civil

conspiracy actually did withdraw their advertisements from *Limousine Digest*, because *Limousine Digest* continued to publish advertisements by and for Plaintiffs and other limousine builders who were not certified under QVM and/or CMC and who were not members of Limo.

51. Beginning in 1994, *Limousine Digest* asked Plaintiffs to modify their proposed advertising, by changing the description of a 130" Lincoln-base limousine to 120", and by removing a picture of a dual-axle converted vehicle which exceeded length and weight limits set by QVM.

52. On November 22, 1994, Cohen informed Plaintiffs that *Limousine Digest* would refuse to publish all advertisements by and for Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders, because of unlawful and coercive financial pressure induced by Defendants' conduct alleged in paragraphs 49 and 50 above.

53. To help Cohen resist financial pressure induced by Defendants' withdrawal of their own advertising, in 1995 Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders doubled the advertising space they purchased in *Limousine Digest*.

54. In 1995, Plaintiffs were invited to *Limousine Digest*'s annual show in Secaucus, New Jersey. In late 1995, Defendants threatened *Limousine Digest* with a boycott of said show if Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders were allowed to appear there. Plaintiffs' permission to attend said show was withdrawn. Other non-QVM, non-CMC, non-Limo limousine builders' permission to attend was also withdrawn.

55. Because of events alleged in paragraphs 49 - 52 and 54 above, and despite events alleged in paragraph 53 above, in 1996 Cohen refused to publish in *Limousine Digest* any more advertisements by and for Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders. From June 1996 to date, Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders

have had no advertisements published in *Limousine Digest*, except as alleged in paragraphs 61 and 62 below.

56. In an attempt to accommodate Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders despite events alleged in paragraphs 49 - 55 above, Cohen issued a new, separate trade journal, called *The Custom Builder*, in which Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders would be allowed to advertise.

57. Only one (1) issue of *The Custom Builder* was published. Cohen ceased publication of *The Custom Builder* upon Defendants' illegal coercive and anticompetitive demand.

58. From 1995 to date, Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders have received no invitations to attend *Limousine Digest*'s annual show at Secaucus, New Jersey do to the civil conspiracy of Defendants, or some of them.

59. In 1997, Plaintiffs asked *Limousine & Chauffeur* for permission to advertise a bus conversion in that periodical. Permission was granted, on condition that the words "bus division" were added to the Craftsmen name. The words, "We Still Build Long Limousines", were permitted at the bottom of the ad. No pictures of Lincoln-based or Cadillac-based limousines were permitted.

60. In 1998, *Limousine & Chauffeur* allowed Plaintiffs to add a picture of a Lincoln Navigator limousine to the bus ad described in paragraph 59 above. The picture of the Lincoln Navigator was withdrawn upon Defendants' demand. Thereafter, by letter dated August 20, 1998, McLean informed Plaintiffs that *Limousine & Chauffeur* would accept no advertising by and for any limousine builders using any Ford-based conversions which were non-QVM or any General Motors-based conversions which were non-CMC.

61. In 1997, Plaintiffs asked *Limousine Digest* for permission to advertise a bus

conversion in that publication. Permission was granted, on condition that the words, "We Still Build Long Limousines" be removed from the proposed advertisement.

62. In 1998, *Limousine Digest* refused to allow Plaintiffs to add a picture of a Lincoln Navigator limousine to the bus ad described in paragraph 61 above.

63. By 1998, because of Defendants' conduct alleged in paragraphs 48 - 62 above, Plaintiffs were excluded both from *Limousine Chauffeur* and its shows (eastern and western markets) and from *Limousine Digest* and its shows (northeastern market).

64. In business year 1993-1994, Plaintiffs suffered approximately \$100,000 in lost profits from sales, because of their inability to advertise and show their 130" limousine and dual-axle conversion.

65. In business year 1993-1994, Plaintiffs also suffered approximately \$100,000 in lost growth, because of their inability to advertise and show their 130" limousine and dual-axle conversion.

66. In business year 1994-1995, Plaintiffs incurred additional advertising expenses in their efforts to help Cohen and *Limousine Digest* resist Defendants' financial pressure.

67. In business year 1995-1996, Plaintiffs suffered in excess of \$100,000 in lost profits from sales, due to their exclusion from advertising in *Limousine & Chauffeur* and *Limousine Digest* and their exclusion from *Limousine & Chauffeur's* and *Limousine Digest's* 1995 shows.

68. In business year 1995-1996, Plaintiffs also suffered in excess of \$100,000 in lost growth, due to their exclusion from advertising in *Limousine & Chauffeur* and *Limousine Digest* and their exclusion from *Limousine & Chauffeur's* and *Limousine Digest's* 1995 shows.

69. In business year 1996-1997, Plaintiffs suffered in excess of \$120,000 in lost profits

from sales, due to their exclusion from advertising in *Limousine & Chauffeur* and *Limousine Digest* and their exclusion from *Limousine & Chauffeur's* and *Limousine Digest's* 1996 shows.

70. In business year 1996-1997, Plaintiffs also suffered in excess of \$100,000 in lost growth, due to their exclusion from advertising in *Limousine & Chauffeur* and *Limousine Digest* and their exclusion from *Limousine & Chauffeur's* and *Limousine Digest's* 1996 shows.

71. In 1998, a new trade periodical, *National Limousine Trader*, appeared on the market. *National Limousine Trader* has provided a new forum for advertisements by and from Plaintiffs and other non-QVM, non-CMC, non-Limo limousine builders. As a result thereof, notwithstanding the facts alleged in paragraph 62 above, Plaintiffs' sales in 1998 have made a marginal comeback, notwithstanding the losses still incurred to date because of the illegal and unlawful activities of Defendants.

CLAIMS FOR RELIEF

COUNT I DAMAGES FOR COMBINATION OR CONSPIRACY IN RESTRAINT OF TRADE OR COMMERCE (15 U.S.C. §§ 1, 15)

72. Plaintiffs reallege paragraphs 1 through 71.

73. 15 U.S.C. § 1 provides that "Every...combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States...is hereby declared to be illegal."

74. Beginning at least as early as 1993, and continuing until the present date, Defendants entered into a combination or conspiracy in unreasonable restraint of trade or commerce among the several States of the United States, in the market for passenger cars converted into limousines.

75. This combination or conspiracy took the form of a group boycott of *Limousine & Chauffeur*, *Limousine Digest*, and their respective annual shows. Said group boycott was instigated and conducted by Defendants Ford/Lincoln and General Motors/Cadillac who had and have market power over, i.e.. a controlling percentage of market share of, the manufacture of the passenger sedan automobiles which are the raw material of the limousine conversion industry; and by Defendants Limo and its members who had and have market power over, i.e. a controlling percentage of market share of, the advertising and attendance necessary to support *Limousine & Chauffeur*, *Limousine Digest*, and their respective shows. Said group boycott had the purpose and effect of severely impairing the advertising ability and competitive prospects of independent limousine builders in the several States of the United States; and was further intended to eliminate or greatly reduce the availability of limousines larger than an arbitrarily-determined size regardless of consumer demand in the several States of the United States, and to impose a burdensome hold-harmless agreement on limousine builders in the several States of the United States.

76. 15 U.S.C. § 15 provides that

...any person who shall be injured in his business or property by reason of anything forbidden in the antitrust laws may sue therefor ...without respect to the amount in controversy, and shall recover threefold the damages by him sustained, and the cost of suit, including a reasonable attorney's fee.

77. As a direct result of Defendants' unlawful activity, Plaintiffs have suffered and will continue to suffer substantial injuries and damages to their businesses and property.

78. Plaintiffs are entitled to recover their actual damages in the amount of approximately \$620,000.00, multiplied by three for total damages of approximately \$1,860,000.00, and the cost of suit including a reasonable attorney's fee.