

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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THE STATE OF NEW YORK, :

Plaintiff, :

-against- :

THE LONG ISLAND TAXI AND TRANSPORTATION :  
OWNERS ASSOCIATION, ABLE AIRPORT SERVICE, INC., :  
ALLIED TAXI OF BRENTWOOD, ALL-ISLAND TAXI INC., :  
B.S.M. MANAGEMENT, CORP., BLESSINGER LEASING :  
CORP., INC., CALNAS LEASING CORP. d/b/a HEWLETT :  
TAXI, CALRO TRANSPORTATION, INC., :  
COPIAGNE GREEN AND WHITE, INC. d/b/a PAUL'S TAXI, :  
FAR ROCKAWAY CAR SERVICE, INC., GREEN AND :  
WHITE INDUSTRIES, INC., HUNTINGTON ORANGE & :  
WHITE, LOCUST VALLEY TAXI, INC., LONG ISLAND :  
YELLOW CAB CORP., MASSAPEQUA STAR TAXI, INC. :  
MERRICK TRANSPORTATION, CORP., MR. TAXI LTD., :  
NEW HYDE DISPATCH SERVICES, INC., ORANGE AND :  
WHITE TAXI OF ISLIP, INC., PAUL'S TAXI CO., :  
PORT TAXI, INC., RED ARROW TAXI, INC., :  
RUGGIERO CAB, CO., STEAMY TRANSPORTATION, :  
CORP., STUART'S OF WESTBURY TAXI, TOOTSIE :  
TRANSPORT, INC., W.A.D. RENTAL, LTD., :  
WOODMERE TAXI ASSOCIATION, CATHERINE AUBERT, :  
ANDREW AUTOLDS, PETER BAUTISTA, :  
PETER BLASUCCI, EILEEN BLESSINGER, LAWRENCE :  
BLESSINGER, BETTY BONNOT, BRUCE BROWN, :  
BRUCE BROWNFELD, RICHARD BURHANS, PETER :  
COLUCCI, THOMAS CORDINGLEY, JOHN DURKO, :  
JOHN ELDRIDGE, MARILYN GENCO, HERBERT :  
GRANVILLE, RICHARD GRAZIANO, ROY HOUGH, :  
STEPHEN KAUFMAN, WILLIAM KAUFMAN, EDWARD :  
KELLY, CARMINE LUONGO, WILLIAM LUONGO, :  
THOMAS MARINOVICH, ROBERT MARMO, CHARLES :  
MOORE, PAUL NASIEROWSKI, LEO OLTCHICK, :  
BENJAMIN SACCOGIO, ROBERT SAULLE, PAUL :  
SEYMORE, DAVID THURSTON, DICK VALENTINE, :  
THOMAS VILLANOVA, ALEX YARMOSH :

Defendants. :

COMPLAINT

88 Civ.

JURY DEMAND

U.S. DISTRICT COURT  
EASTERN DISTRICT  
OF NEW YORK

Apr 9 3 50 PM '88

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This action arises under the antitrust laws of the United States and of the State of New York, and is brought by the State of New York, through its Attorney General, Robert Abrams. The

allegations of this complaint relate to actions taken by the defendants in 1984 and 1985.

#### PRELIMINARY STATEMENT

This action challenges the refusal to bid and the withdrawal of other bids, by defendants, in response to a request for proposal ("RFP") issued on October 14, 1984 by the Metropolitan Transportation Authority. The RFP sought bids from taxi cab operators for the lease of parking spaces at Long Island Railroad ("LIRR") stations in Queens, Nassau, and Suffolk counties. In furtherance of this concerted opposition to the RFP, the defendants also engaged in other anticompetitive acts, such as the brokering of disputes relating to price or competition between taxi companies and restricting membership benefits of defendant Long Island Taxi and Transportation Owners Association. These activities had the effect of harming competition within the taxi industry in Queens, Nassau, and Suffolk Counties. Plaintiff is seeking injunctive relief, damages, and civil penalties.

#### JURISDICTION AND VENUE

1. This complaint is filed and this action is instituted under §§ 4 and 16 of the Clayton Act, 15 U.S.C. §§ 15 and 26, to prevent and restrain violations of Section 1 of the Sherman Act (15 U.S.C. § 1). Pendent claims arising under the Donnelly Act (New York General Business Law §§ 340-347) are also stated.

2. This Court has jurisdiction of this action under 28 U.S.C. §§ 1331, 1337 and the principles of pendent jurisdiction.

3. Each corporation and partnership named as a defendant transacted business, did business, was found, or resided in the Eastern District of New York, State of New York. Upon information and belief each corporation and partnership named as a defendant still transacts business, does business, is found, and resides in the Eastern District of New York. Some or all of the individuals named as defendants resided, and upon information and belief still reside, in the Eastern District of New York. The claims alleged arose in the Eastern District of New York.

#### DEFINITIONS

4. As used in this Complaint:

(a) "LITTOA" means the Long Island Taxi and Transportation Owners Association as well as all of its predecessors, successors, parents, subsidiaries, and affiliated persons, and all of its organizational units, groups, committees, councils, panels, and bureaus.

(b) "Member" means any member of LITTOA, any group or organizational unit of LITTOA.

(c) "Person" means any individual, corporation, partnership, firm, or other business or legal entity.

(d) "MTA" means the Metropolitan Transportation Authority of the State of New York.

(e) "RFP" means the request for proposal denominated "An Invitation to Submit Proposals for the License to Operate and Maintain Taxi Concessions at Railroad

Stations of the Long Island Railroad" issued by the MTA on October 14, 1984.

(f) "Non-Compete Letter" means a letter sent by a member of LITTOA to the MTA expressing an intent to not respond with a bid to the RFP. The wording of the Non-Compete Letters is essentially identical.

(g) "Withdrawal Letter" means a letter sent by a member of LITTOA to the MTA requesting that a bid submitted in response to the RFP be withdrawn. The wording of the Withdrawal Letters is essentially identical.

#### PLAINTIFF

5. Plaintiff brings this action on its own behalf, on behalf of its public authority, the MTA, and as parens patriae on behalf of the economy and general welfare of the State of New York. The violations of federal and state law alleged herein have caused loss and damage and threaten loss and damage:

(a) To the MTA, as the lessor of certain parking spaces for taxicabs; and

(b) To the general economy of the State of New York.

#### DEFENDANTS

6. Defendant LITTOA was and is a New York not-for-profit corporation with its principal place of business in the town of Levittown, County of Nassau, State of New York. Its membership consists of various persons, firms, and corporations regularly engaged in the taxi industry in the counties of Queens, Nassau,

and Suffolk, State of New York. Each and every defendant named in this action was a member of LITTOA during the period of the conspiracy alleged herein.

7. Defendant Able Airport Service, Inc. operated a taxi service with its principal place of business at 8 Morris Avenue, Glen Cove, New York and sent a Withdrawal Letter dated April 7, 1985.

8. Defendant All-Island Taxi Inc. operated a taxi service with its principal place of business at 204A Main Street, Hempstead, New York, and sent two Non-Compete Letters dated February 27, 1985.

9. Defendant Allied Taxi of Brentwood operated a taxi service with its principal place of business at 8 First Avenue, Brentwood, New York and sent a Withdrawal Letter dated April 10, 1985.

10. Defendant Catherine Aubert was the President of Tootsie Transport, Inc., resided at 1833 Madison Place, Brooklyn, New York, and sent three Withdrawal Letters dated April 7, 1985.

11. Defendant Andrew Autolds was the President of defendant New Hyde Dispatch Services, Inc., had a business address at New Hyde Dispatch Services Inc., 46 Atlantic Avenue, Floral Park, New York, and sent a Non-Compete Letter dated February 27, 1985.

12. Defendant B.S.M Management Corp. operated a taxi service with its principal place of business at 204 Main Street, Hempstead, New York, and sent two Non-Compete Letters dated February 27, 1985.

13. Defendant Peter Bautista was a member of the Board of Directors of LITTOA, and resided at 16 Indian Avenue, Flanders, New York.

14. Defendant Peter Blasucci was a member of the Board of Directors of LITTOA, and resided at 58 Willets Drive, Syosset, New York.

15. Defendant Eileen Blessinger was the President of Able Airport Service, Inc. and Blessinger Leasing Corp., Inc. and resided at 6 Birchwood Court, Mineola, New York. Ms. Blessinger sent two Withdrawal Letters dated April 7, 1985.

16. Defendant Lawrence Blessinger was a member of the Board of Directors and a Vice President of LITTOA and resided at 145 Horton Highway, Mineola, New York. Mr. Blessinger was also affiliated with defendants Able Airport Service, Inc. and Blessinger Leasing Corp., Inc.

17. Defendant Blessinger Leasing Corp., Inc. operated a taxi service with its principal place of business at 67 Franklin Avenue, Franklin Square, New York and sent a Withdrawal Letter dated April 7, 1985.

18. Defendant Betty Bonnot was affiliated with the Far Rockaway Car Service, resided at 332 Beach 44th Street, Far Rockaway, New York, and sent a Withdrawal Letter dated April 7, 1985.

19. Defendant Bruce Brown was a member of the Board of Directors of LITTOA and had a business address at Syosset Taxi, 45 Ira Road, Syosset, New York.

20. Defendant Bruce Brownfeld was the manager of defendant Stuart's of Westbury Taxi, had a business address at Stuart's of Westbury Taxi, 363 Union Avenue, Westbury, New York, and sent a Non-Compete Letter dated February 22, 1985.

21. Defendant Richard Burhans was President of defendant Locust Valley Taxi, Inc., had a business address at Locust Valley Taxi, Inc., Station Plaza, Locust Valley, New York, and sent a Non-Compete Letter dated February 26, 1985.

22. Defendant Calnas Leasing Corp. d/b/a Hewlett Taxi operated a taxi service with its principal place of business at Station Plaza, Hewlett, New York, and sent a Non-Compete Letter dated February 25, 1985.

23. Defendant Calro Transportation, Inc. operated a taxi service with its principal place of business at 70A Comsewogue Road, East Setauket, New York, and sent a Withdrawal Letter dated April 7, 1985.

24. Defendant Peter Colucci was Vice President and member of the Board of Directors of LITTOA, and resided at 22 Fox Lane, Shoreham, New York.

25. Defendant Copiague Green & White, Inc. d/b/a Paul's Taxi operated a taxi service with its principal place of business at 601 Marconi Blvd., Copiague, New York, and sent a Non-Compete Letter dated February 27, 1985.

26. Defendant Thomas Cordingley was a Vice President of LITTOA, and resided at 17 Mowbray Avenue, Bayshore, New York.

27. Defendant John Durko was the President of Red Arrow Taxi, Inc., had a business address c/o Salerno Taxi, P.O. Box

366, Roslyn Heights, New York, and sent a Non-Compete Letter dated February 26, 1985.

28. Defendant John Eldridge was a Vice President of LITTOA and the President of Merrick Transportation Corp. and resided at 841 First Avenue, Franklin Square, New York. Mr. Eldridge sent a Non-Compete Letter dated February 27, 1985.

29. Defendant Far Rockaway Car Service, Inc. operated a taxi service with its principal place of business at 602 Beach 25th Street, Far Rockaway, New York, and sent a Withdrawal Letter dated April 7, 1985.

30. Defendant Marilyn Genco was the Vice President of defendant Calro Transportation, Inc., resided at 150 North Country Road, Port Jefferson, New York, now resides at 402 Sara Circle, Port Jefferson, and sent a Withdrawal Letter dated April 7, 1985.

31. Defendant Herbert Granville was the President of defendant LITTOA, President of defendant Green & White Industries, Inc., resided at 18 School House Road, Bethpage, New York, and sent a Non-Compete Letter dated February 27, 1985.

32. Defendant Richard Graziano was a Vice President of defendant LITTOA and a member of the Board of Directors of LITTOA and resided at 156 Bayview Avenue, Brightwaters, New York.

33. Defendant Green and White Industries, Inc. provided taxi services with its principal place of business at 98 East Hoffman Avenue, Lindenhurst, New York, and sent a Non-Compete Letter dated February 27, 1985.

34. Defendant Roy Hough was the Vice President of Copiague Green & White Inc. d/b/a Paul's Taxi, with a business address at 601 Marconi Blvd., Copiague, New York, and sent a Non-Compete Letter dated February 27, 1985.

35. Defendant Huntington Orange & White provided taxi services at Cold Spring Harbour, Green Lawn, and Huntington, New York, with its principal place of business at Railroad Plaza, Huntington Station, New York, and sent three Non-Compete Letters dated February 18, 1985.

36. Defendant Stephen Kaufman was a Vice President of LITTOA and President of Long Island Yellow Cab Corp., resided at 3293 Milburn Avenue, Baldwin, New York, and sent a Non-Compete Letter dated February 27, 1985.

37. Defendant William Kaufman was the Secretary and Secretary/Treasurer of LITTOA and resided at 90 Grace Avenue, Merrick, New York.

38. Defendant Edward Kelly was the Vice President of defendant W.A.D. Rental, Ltd., resided at 212-35 42nd Avenue, Bayside, New York, and sent a Withdrawal Letter dated April 7, 1985.

39. Defendant Locust Valley Taxi, Inc. operated a taxi service with its principal place of business at Station Plaza, Locust Valley, New York and sent a Non-Compete Letter dated February 26, 1985.

40. Defendant Long Island Yellow Cab Corp. operated a taxi service with its principal place of business at 3130 Hempstead

Turnpike, Levittown, N.Y., and sent a Non-Compete Letter dated February 27, 1985.

41. Defendant Carmine Luongo was a member of the Board of Directors of LITTOA and resided at 275 Hunter Ridge Road, N. Massapequa, N.Y.

42. Defendant William Luongo was the Vice President for Allied Taxi of Brentwood Inc., Steamy Transportation Corp., and Orange & White Taxi of Islip, Inc., resided at 355 Pacific Street, Massapequa, N.Y., and sent three Withdrawal Letters dated April 10, 1985.

43. Defendant Thomas Marinovich was the Treasurer of LITTOA and resided at 25 Hunter Land, Hicksville, N.Y.

44. Defendant Robert Marmo was the President of All Island Taxi, Inc., had a business address at 175 Jackson Street, Hempstead, N.Y., and sent two Non-Compete Letters dated February 27, 1985.

45. Defendant Massapequa Star Taxi, Inc. operated a taxi service with its principal place of business at Broadway (At LIRR), Massapequa, N.Y., and sent a Non-Compete Letter dated February 22, 1985.

46. Defendant Merrick Transportation Corp. provided taxi services with its principal place of business at 4 Nagel Court, Merrick, New York and sent a Non-Compete Letter dated February 27, 1985.

47. Defendant Charles Moore was a member of the Board of Directors of LITTOA and had a business address at 5 Dorset Avenue, Albertson, N.Y.

48. Defendant Mr. Taxi, Ltd. provided taxi services with its principal place of business at 282 Railroad Avenue, Sayville, New York, and sent a Withdrawal Letter dated April 7, 1985.

49. Defendant Paul Nasierowski was a member of the Board of Directors of LITTOA. Mr. Nasierowski was also the President of defendant Calnas Leasing Corp. d/b/a Hewlett Taxi, resided at 3256 Ocean Harbor Drive, Oceanside, N.Y. and sent a Non-Compete Letter dated February 25, 1985.

50. Defendant New Hyde Dispatch Services, Inc. operated a taxi service with its principal place of business at 46 Atlantic Avenue, Floral Park, New York and sent a Non-Compete Letter dated February 27, 1985.

51. Defendant Leo Oltchick was a member of the Board of Directors of LITTOA and resided at 2409 Bayview Avenue, Wantagh, N.Y.

52. Defendant Orange & White Taxi of Islip, Inc. operated a taxi service with its principal place of business at 38 Carleton Avenue, Central Islip, New York and sent a Withdrawal Letter dated April 10, 1985.

53. Defendant Paul's Taxi Co. operated a taxi service in Southampton, New York, maintained a post office box at P.O. Box 1092, Southampton, N.Y. and sent a Non-Compete Letter dated February 22, 1985.

54. Defendant Port Taxi Inc. operated a taxi service in Port Jefferson, New York, maintained a post office box at P.O. Box 312, 1618 Main Street, Pt. Jefferson Station, N.Y. and sent a Withdrawal Letter dated April 7, 1985.

55. Defendant Red Arrow Taxi, Inc. provided taxi services with its principal place of business at Roslyn Railroad Station, Roslyn Heights, New York and sent a Non-Compete Letter dated February 26, 1985.

56. Defendant Ruggiero Cab Co. operated a taxi service with its principal place of business at 29 North Locust Place, Manhasset, New York and sent a Non-Compete Letter dated February 26, 1985.

57. Defendant Benjamin Saccocio was the President of defendant Port Taxi, Inc., maintained a post office box at P.O. Box 312, Pt. Jefferson Station, N.Y. and sent a Withdrawal Letter dated April 7, 1985.

58. Defendant Salerno Taxi Corp., operated a taxi service with its principal place of business at Roslyn Station of the L.I.R.R., Roslyn Heights, New York and sent a Non-Compete Letter dated February 26, 1985.

59. Defendant Robert Saulle was the President of the Mr. Taxi, Ltd., resided at 282 Railroad Avenue, Sayville, N.Y. and sent a Withdrawal Letter dated April 7, 1985.

60. Defendant Paul Seymore is affiliated with Paul's Taxi Co., resided at 175 Miller Road, Southampton, N.Y. and sent a Non-Compete Letter dated February 22, 1985.

61. Defendant Steamy Transportation Corp. operated a taxi service with its principal place of business at 8 First Avenue, Brentwood, New York and sent a Withdrawal Letter dated April 10, 1985.

62. Defendant Stuart's of Westbury Taxi operated a taxi service with its principal place of business at 363 Union Avenue, Westbury, New York and sent a Non-Compete Letter dated February 22, 1985.

63. Defendant David Thurston was a member of the Board of Directors of LITTOA, resided at 12 Jefferson Street, Glen Cove, New York, and now maintains a post office box at P.O. Box 470, Thornburg, Virginia.

64. Defendant Tootsie Transport, Inc. operated a taxi service in Sayville, St. James, and Stony Brook, New York with its principal place of business at Rt. 25A, Stony Brook, N.Y. and sent three Withdrawal Letters dated April 7, 1985.

65. Defendant Dick Valentine was a member of the Board of Directors of LITTOA and resided at 5 Dorset Lane, Albertson, N.Y.

66. Defendant Thomas Villanova was a member of the Board of Directors of LITTOA, President of defendant Huntington Orange & White, Inc., and resided at 200 Poplar Court, Wantagh, N.Y. and sent three Non-Compete Letters dated February 18, 1985.

67. Defendant W.A.D. Rental, Ltd. operated a taxi service with its principal place of business at 212-35 42nd Avenue, Bayside, New York and sent a Withdrawal Letter dated April 7, 1985.

68. Defendant Woodmere Taxi Association operated a taxi service with principal place of business at Cedar Lane, Woodmere, New York and sent a undated Non-Compete Letter.

69. Defendant Alex Yarmosh was the President of Massapequa Star Taxi, Inc., had a business address at 1 Broadway,

Massapequa, N.Y. and sent a Non-Compete Letter dated February 22, 1985.

70. Various corporations, partnerships, and individuals not named as defendants have participated as co-conspirators in one or more of the violations of federal and state law alleged and have performed acts and made statements in furtherance thereof.

#### TRADE AND COMMERCE

71. The agreement challenged in this complaint was within and affected interstate commerce because it was part of the transportation of people between locations in different states via airplanes, trains, taxis, and other modes of transportation. Moreover, the named defendants and other persons and corporations that are or were engaged in the provision of taxi services in Queens, Nassau, and Suffolk Counties have engaged in interstate trade and commerce by, among other things, doing the following:

- (a) Purchasing substantial quantities of gasoline and other petroleum products produced outside the State of New York;
- (b) Purchasing substantial quantities of automobile parts produced outside the State of New York;
- (c) Purchasing substantial numbers of automobiles produced outside the State of New York;
- (d) Purchasing substantial amount of liability, property, automobile, and theft insurance from insurance carriers outside the State of New York;

- (e) Regularly using various channels of interstate communication, including telephone lines and the mails, to effect such purchases and various other aspects of their operations; and
- (f) Obtaining substantial loans from entities engaged in interstate trade and commerce located both inside and outside the State of New York.

#### FACTS

72. MTA is the managing authority of the LIRR. As such it is charged with the responsibility for the railroad's stations as well as its customer parking facilities. For the convenience of its passengers, stations owned by the railroad also have a number of parking spaces leased by the railroad to taxi companies.

#### The MTA and the RFP

73. In the summer of 1984 the revenue from the lease of the parking spaces was approximately \$80,000 per year. In order to increase revenues from the leases, the MTA proposed increases in rents. These raises were consistent with the rise during the Consumer Price Index since 1975 (rents had last been raised in 1974 and 1975) and were related to passenger volume at each station. The proposed increases would have raised revenues from the leases to approximately \$200,000 per year.

74. Beginning sometime in the summer of 1984, the exact time being unknown to plaintiff, the Real Estate Department of the MTA prepared the Request of Proposal ("RFP") for competitive bids on the reserved taxi spaces. The goal of the RFP was to set

the rents for the leases at the market value of the leases. The RFP was issued on October 14, 1984.

75. Beginning sometime in or around September, 1984, the exact date being unknown to plaintiff, and continuing thereafter to and including the date of this Complaint, the defendants agreed to oppose collectively the MTA's plan to put the taxi spaces up for competitive bidding.

76. The defendants' concerted opposition to the MTA's request for bids began with discussions at LITTOA general membership and Board of Directors meetings. At these meetings and in other discussions, LITTOA members exchanged assurances that they would refuse to bid on the MTA parking space leases.

77. At the October 31, 1984 meeting of defendant LITTOA, defendant Stephen Kaufman, a Vice-President of LITTOA and a member of its Board of Directors, told those members attending "not to send in bid forms" and that "LITTOA is working on many different approaches to stop this bid from taking place."

78. Further efforts to boycott the RFP were made at subsequent LITTOA meetings. The meeting notice for defendant LITTOA's November 26, 1984 general membership meeting told members not to send in their bids.

79. At defendant LITTOA's February 21, 1985 meeting a form letter, referred to here as the Non-Compete Letter, was distributed to members. The Non-Compete Letter had been approved by LITTOA's Officers and Board of Directors. The Non-Compete Letter, addressed to the MTA, refused to enter a bid.

80. In late February and early March 1985 the MTA received essentially identical Non-Compete Letters from LITTOA members as follows:

<u>Company</u>	<u>Signatory</u>	<u>Date</u>
Huntington Orange & White	Thomas Villanova	2/18/85
Huntington Orange & White	Thomas Villanova	2/18/85
Huntington Orange & White	Thomas Villanova	2/18/85
Massapequa Star Taxi Inc.	Alex Yarmosh	2/22/85
Stuart's of Westbury Taxi	Bruce Brownfeld	2/22/85
Paul's Taxi Co.	Paul Seymore	2/22/85
Calnas Leasing Corp.	Paul Nasierowski	2/25/85
Ruggiero Cab Co.	unsigned	2/26/85
Red Arrow Salerno Taxi	John Durko	2/26/85
Locust Valley Taxi, Inc.	Richard Burhams	2/26/85
Long Island Yellow Cab Corp.	Stephen Kaufman	2/27/85
Merrick Transportation Corp.	John Eldridge	2/27/85
Copiague Green & White, Inc.	Roy Hough	2/27/85
Green & White Industries	Herbert Granville	2/27/85
New Hyde Dispatch Services	Andrew Autolds	2/27/85
B.S.M. (All-Island)	Robert Marmo	2/27/85
B.S.M. (All-Island)	Robert Marmo	2/27/85
Woodmere Taxi Association	Michael Kenny	undated

81. Subsequently, officers and members of the Board of Directors of LITTOA met with members of LITTOA who had sent in bids to the MTA to persuade them to withdraw those bids. For this purpose, defendants prepared a form letter referred to here as the Withdrawal Letter.

82. In early April, 1985 the MTA received essentially identical Withdrawal Letters as follows:

<u>Company</u>	<u>Signatory</u>	<u>Date</u>
Mr. Taxi Ltd.	Robert Saulle	4/7/85
Tootsie Transport Inc.	Catherine Aubert	4/7/85
Tootsie Transport Inc.	Catherine Aubert	4/7/85
Tootsie Transport Inc.	Catherine Aubert	4/7/85
Calro Transportation Inc.	Marilyn Genco	4/7/85
W.A.D. Rental Ltd.	Edward Kelly	4/7/85
Able Airport Service Inc.	Eileen Blessinger	4/7/85
Blessinger Leasing Corp.	Eileen Blessinger	4/7/85
Port Taxi Inc.	Benjamin Saccocio	4/7/85
Far Rockaway Car Service	Betty Bonnot	4/7/85
Orange & White Taxi of Islip	William Luongo	4/10/85
Allied Taxi of Brentwood	William Luongo	4/10/85
Steamy Transportation Corp.	William Luongo	4/10/85

83. Because there were few remaining bids, the MTA rejected all proposals and withdrew the RFP.

#### The Brokering of Disputes

84. In addition to the agreements concerning the RFP, LITTOA has engaged in the "brokering" of competitive disputes between LITTOA members, and in some cases between LITTOA members and non-member taxi companies.

85. These disputes include disagreements as to territories served and prices charged. LITTOA officers acting as a "Grievance Committee" met with competing companies to resolve the disputes by enforcing market allocation agreements or by requiring a taxi company to raise its prices.

86. Non-members of LITTOA are denied the benefits of LITTOA membership unless they are willing to abide by these agreements. This understanding is enforced by LITTOA's restrictions on membership agreements. No taxi company may become a member of LITTOA unless it is "sponsored" by a current LITTOA member.

#### FIRST CLAIM FOR RELIEF

87. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 86 above with the same force and effect as if here set forth in full.

88. Beginning sometime in 1984, the exact date being unknown to plaintiff, and continuing to the present, defendants and their co-conspirators have been engaged in a continuing combination and conspiracy in unreasonable restraint of the above

described trade and commerce, in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

89. The defendants' opposition to the RFP took the form of a continuing conspiracy, plan, understanding, reciprocal commitment, and concert of action between and among the defendants and co-conspirators, the substantial terms of which, among others, have been and are:

- (a) to fix the prices bid pursuant to the RFP as low as possible;
- (b) to cause the MTA to withdraw the RFP to bid competitively the spaces reserved for taxi cabs at its LIRR stations;
- (c) to persuade, induce, and coerce other persons to refuse to bid, refrain from bidding, or withdraw bids made to the MTA for reserved taxi spaces at its LIRR stations;
- (d) to boycott by refusing to submit, refraining from submitting, or withdrawing bids submitted to the MTA for reserved taxi spaces at its Long Island Rail Road Stations.

90. For the purpose of forming and effectuating the combination, agreement, and conspiracy, the defendants and co-conspirators have done those things which they combined, agreed, and conspired to do, including, among other things, the following:

(a) discussed from time to time with one another at meetings and in telephone conversations their respective rights to service particular customers;

(b) exchanged assurances that they would not solicit or compete for customers serviced by each other;

(c) met with, telephoned, or otherwise communicated with taxi operators in order to convey agreements reached and to induce participation in such agreements.

91. Among the specific acts of the defendants in furtherance of the combination, agreement and conspiracy were those alleged in paragraphs 75-82 and 85-86 above.

92. These violations of law have had the following effects among others:

(a) The RFP was withdrawn to the detriment of the MTA;

(b) Competition between and among defendants and co-conspirators has been restricted, suppressed, and restrained;

(c) The price of taxi services to customers was raised and maintained at non-competitive levels; and

(d) Customers of taxi services have been deprived of free and open competition in the sale of such services.

93. Defendants' actions have deprived plaintiff of the revenue from the RFP and of the benefit of competition in the sale of taxi services.

SECOND CLAIM FOR RELIEF

94. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 93 above with the same force and effect as if here set forth in full.

95. The aforesaid contract, agreement, arrangement and combination was and is illegal, contrary to public policy, and in violation of New York General Business Law, §§ 340-347.

WHEREFORE, plaintiff demands judgment as follows:

1. That the Court adjudge and decree that the defendants have engaged in unlawful contracts, agreements, arrangements, and combinations in unreasonable restraint of competition, business, trade, and the furnishing of services in the State of New York and have thereby committed violations of 15 United States Code § 1;

2. That the Court adjudge and decree that the defendants have engaged in unlawful contracts, agreements, arrangements, and combinations in unreasonable restraint of competition, business, trade and the furnishing of services in the State of New York and have thereby committed violations of §§ 340-347 of Article 22 of the New York General Business Law;

3. That each corporate defendant be ordered to pay a civil penalty under New York General Business Law § 342-a not exceeding \$1,000,000 for each such violation;

4. That each of the other defendants be ordered to pay a civil penalty not exceeding \$100,000, for each such violation;

5. That each of the defendants (and, where applicable, their directors, officers, employees, agents, successors and assigns) and all persons acting or claiming to act on their

behalf be permanently enjoined, restrained, and prohibited from, in any manner, directly or indirectly, continuing, maintaining, reviving, renewing, or repeating any unlawful contract, agreement, arrangement, combination, or act alleged above, or from engaging any other contract, agreement, arrangement, combination, understanding, concert of action, or practice having a similar purpose or effect, or from adopting or following any practice, plan, program, or device having a similar purpose or effect;

6. That each of the defendants be ordered and directed to take such action as the Court may deem necessary and proper to dissipate the effects of the unlawful contracts, agreements, arrangements, combinations, and acts alleged above;

7. That pursuant to section 4 of the Clayton Act, 15 U.S.C. § 15, the Court enter judgment against defendants, jointly and severally, for the three times the amount of damages suffered by plaintiff as the result of defendants' violations of Section 1 of the Sherman Act, 15 U.S.C. § 1;

8. That pursuant to §§ 340(5) and 342-b of the New York General Business Law the Court enter judgment against defendants, jointly and severally, for three times the amount of damages suffered by plaintiff as the result of defendants' violations of § 340 of the New York General Business Law;

9. That plaintiff be awarded its costs in this action, including reasonable attorneys' fees, and the additional allowances, authorized by General Business Law § 342 and CPLR § 8303(a)(6); and

10. That plaintiff be granted such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, in accordance with Rule 38(b) of the Federal Rules of Civil Procedure, demands a trial by jury.

Dated: New York, New York  
April 8, 1988

ROBERT ABRAMS  
Attorney General of the  
State of New York  
LLOYD CONSTANTINE  
Assistant Attorney General  
Chief, Antitrust Bureau

By: Alice McInerney  
ALICE MCINERNEY  
Assistant Attorney General  
Deputy Chief, Antitrust Bureau  
ROBERT HUBBARD  
GEORGE W. SAMPSON  
Assistant Attorneys General  
Attorney for Plaintiff  
120 Broadway  
Suite 2601  
New York, New York 10271  
Tel. (212) 341-2267

Sir:

Please take notice that the within is a true copy of duly filed and entered in the office of the Clerk of County, on the day of , 19

Yours, etc.,  
**ROBERT ABRAMS,**  
Attorney General,

Attorney For

Office and Post Office Address  
120 Broadway, New York, N.Y. 10271

To , Esq.

Attorney for

Sir:

Please take notice that the within

will be presented for settlement and signature herein to the Hon. one of the judges of the within named Court, at

in the Borough of City of New York, on the day of 19 , at M.

Dated, N.Y., , 19

Yours, etc.  
**ROBERT ABRAMS,**  
Attorney General,

Attorney For

Office and Post Office Address  
120 Broadway, New York, N.Y. 10271

To , Esq.

Attorney for

United States District Court  
Eastern District of New York

The State of New York,

Plaintiff,

- against -

Long Island Taxi And  
Transportation Owners  
Association, et al.,

Defendants.

Complaint

**ROBERT ABRAMS,**  
Attorney General

Plaintiff

Attorney for.....

Office and Post Office Address  
120 Broadway, New York, N.Y. 10271

Tel. (212) 341-2267

*Personal service of a copy of*

*within.....*

*is admitted this..... day of*

*..... 19*