

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE: READY-MIXED CONCRETE PRICE)	Master Docket No.
FIXING LITIGATION)	1:05-cv-00979-SEB-VSS
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THIS DOCUMENT RELATED TO:)	
ALL ACTIONS)	

**ANSWER OF DEFENDANTS SHELBY GRAVEL, INC.,
PHILIP E. HAEHL AND RICHARD HAEHL TO AMENDED
CONSOLIDATED CLASS ACTION COMPLAINT**

Defendants, Shelby Gravel, Inc. (“Shelby”), Philip E. Haehl, and Richard Haehl (collectively the “Shelby Defendants”), by counsel, for their answer to the Amended Consolidated Class Action Complaint filed in this action under case number 1:05-cv-00979-SEB-VSS, allege and state as follows:

SUMMARY OF CLAIMS

1. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 1 of the Amended Complaint.
2. The Shelby Defendants admit the allegations contained in rhetorical paragraph 2 of the Amended Complaint.
3. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 3 of the Amended Complaint.

JURISDICTION AND VENUE

4. The Shelby Defendants admit the allegations contained in rhetorical paragraph 4 of the Amended Complaint.
5. The Shelby Defendants admit the allegations contained in rhetorical paragraph 5 of the Amended Complaint.

6. The Shelby Defendants admit the allegations contained in rhetorical paragraph 6 of the Amended Complaint.

7. The Shelby Defendants neither admit or deny the allegations contained in rhetorical paragraphs 7(a) through 7(e) of the Amended Complaint.

THE PARTIES

8. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 8 of the Amended Complaint.

9. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 9 of the Amended Complaint.

10. The Shelby Defendants are without sufficient knowledge to admit or deny that Dan Grote (“Grote”) is a sole proprietorship with its principal place of business in Crawfordsville, Indiana as alleged in rhetorical paragraph 10. The Shelby Defendants deny that Grote directly purchased ready-mixed concrete from the Shelby Defendants during the Class Period. The Shelby Defendants are without sufficient knowledge as to purchases by Grote from other defendants during the Class Period.

11. The Shelby Defendants are without sufficient knowledge to admit or deny that Cherokee Development, Inc. (“Cherokee”) is an Indiana corporation with its principal place of business in Edinburgh, Indiana as alleged in rhetorical paragraph 11. The Shelby Defendants admit that Cherokee directly purchased ready-mixed concrete from Shelby during the Class Period. The Shelby Defendants deny that Cherokee directly purchased ready-mixed concrete from Philip Haehl and/or Richard Haehl. The Shelby Defendants are without sufficient knowledge to admit or deny that Cherokee directly purchased ready-mixed concrete from other defendants during the Class Period.

12. The Shelby Defendants are without sufficient knowledge to admit or deny that Craw-Con, Inc. (“Craw-Con”) is an Indiana corporation with its principal place of business in Indiana as alleged in rhetorical paragraph 12. The Shelby Defendants admit that Craw-Con directly purchased ready-mixed concrete from Shelby during the Class Period. The Shelby Defendants deny that Craw-Con directly purchased ready-mixed concrete from Philip Haehl and/or Richard Haehl. The Shelby Defendants are without sufficient knowledge to admit or deny that Craw-Con directly purchased ready-mixed concrete from other defendants during the Class Period.

13. The Shelby Defendants are without sufficient knowledge to admit or deny that Winger/Stolberg Group, Inc. d/b/a Winger/Stolberg Group-Claybridge, Inc., Winger/Stolberg Homes/Jackson Mills, Inc., Winger/Stolberg Land Holdings, Inc., Winger/Stolberg Homes/Brighton Point Villas, Inc., Winger/Stolberg Homes/The Villa Glen, Inc. (collectively, “Winger/Stolberg”) is an Indiana corporation as alleged in rhetorical paragraph 13. The Shelby Defendants deny that Winger/Stolberg directly purchased ready-mixed concrete from the Shelby Defendants during the Class Period. The Shelby Defendants are without sufficient knowledge to admit or deny that Winger/Stolberg directly purchased ready-mixed concrete from other defendants during the Class Period.

14. The Shelby Defendants are without sufficient knowledge to admit or deny that Marmax Construction, LLC (“Marmax”) is an Indiana limited liability company as alleged in rhetorical paragraph 14. The Shelby Defendants deny that Marmax directly purchased ready-mixed concrete from the Shelby Defendants during the Class Period. The Defendants are without sufficient knowledge to admit or deny that Marmax directly purchased ready-mixed concrete from other defendants during the Class Period.

15. The Shelby Defendants are without sufficient knowledge to admit or deny that Boyle Construction Management, Inc. (“Boyle”) is an Indiana corporation with its principal place of business in Indianapolis, Indiana as alleged in rhetorical paragraph 15. The Shelby Defendants admit that Boyle directly purchased ready-mixed concrete from Shelby during the Class Period. The Shelby Defendants deny that Boyle directly purchased ready-mixed concrete from Philip Haehl and/or Richard Haehl. The Shelby Defendants are without sufficient knowledge to admit or deny that Boyle directly purchased ready-mixed concrete from other defendants during the Class Period.

16. The Shelby Defendants are without sufficient knowledge to admit or deny that T&R Contractor, Inc. (“T&R”) is an Indiana corporation with its principal place of business in Indianapolis, Indiana as alleged in rhetorical paragraph 16. The Shelby Defendants admit that T&R directly purchased ready-mixed concrete from Shelby during the Class Period. The Shelby Defendants deny that T&R directly purchased ready-mixed concrete from Philip Haehl and/or Richard Haehl. The Shelby Defendants are without sufficient knowledge to admit or deny that T&R directly purchased ready-mixed concrete from other defendants during the Class Period.

17. The Shelby Defendants are without sufficient knowledge to admit or deny that Irving Materials, Inc. (“IMI”) is an Indiana corporation with its principal place of business in Greenfield, Indiana as alleged in rhetorical paragraph 17. The Shelby Defendants admit that during the Class Period, IMI produced and sold ready-mixed concrete to purchasers in the United States, including in the Central Indiana area.

18. The Shelby Defendants are without sufficient knowledge to admit or deny that Prairie Material Sales, Inc. (“Prairie”) is an Illinois corporation with its principal place of business in Bridgeview, Illinois as alleged in rhetorical paragraph 18. The Shelby Defendants

admit that during the Class Period, Prairie produced and sold ready-mixed concrete to purchasers in the United States, including in the Central Indiana area.

19. The Shelby Defendants are without sufficient knowledge to admit or deny that Builder's Concrete & Supply, Inc. ("Builders") is an Indiana corporation with its principal place of business in Fishers, Indiana as alleged in rhetorical paragraph 19. The Shelby Defendants admit that during the Class Period, Builders produced and sold ready-mixed concrete to purchasers in the United States, including in the Central Indiana area.

20. The Shelby Defendants admit the allegations contained in rhetorical paragraph 20.

21. The Shelby Defendants are without sufficient knowledge to admit or deny that American Concrete Company, Inc. ("American") is an Indiana corporation with its principal place of business in Indianapolis, Indiana as alleged in rhetorical paragraph 21. The Shelby Defendants admit that during the Class Period, American produced and sold ready-mixed concrete to purchasers in the United States, including in the Central Indiana area.

22. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 22.

23. The Shelby Defendants are without sufficient knowledge to admit or deny that Hughey, Inc., d/b/a Carmel Concrete Products ("Carmel") is an Indiana corporation with its principal place of business in Carmel, Indiana as alleged in rhetorical paragraph 23. The Shelby Defendants admit that during the Class Period, Carmel produced and sold ready-mixed concrete to purchasers in the United States, including in the Central Indiana area.

24. The Shelby Defendants are without sufficient knowledge to admit or deny that Beaver Gravel Corporation ("Beaver") is an Indiana corporation with its principal place of business in Noblesville, Indiana as alleged in rhetorical paragraph 24. The Shelby Defendants

admit that during the Class Period, Beaver produced and sold ready-mixed concrete to purchasers in the United States, including in the Central Indiana area.

25. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 25.

26. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 26.

27. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 27.

28. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 28.

29. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 29.

30. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 30.

31. The Shelby Defendants admit the allegations contained in rhetorical paragraph 31.

32. The Shelby Defendants admit that Philip Haehl is an individual citizen of Indiana. The Shelby Defendants deny the remaining allegations of rhetorical paragraph 32.

33. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 33.

34. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 34.

TRADE AND COMMERCE

35. The Shelby Defendants admit that during all or part of the Class Period, Shelby produced and/or sold ready-mixed concrete to purchasers in the United States, including in the Central Indiana Area as alleged in rhetorical paragraph 35. Except as set forth in their answers to rhetorical paragraphs 17 through 34, herein, the Shelby Defendants deny that during all or part of the Class Period, Philip E. Haehl and/or Richard Haehl produced and/or sold ready-mixed concrete to purchasers in the U.S. including in the Central Indiana Area. The Shelby Defendants are without sufficient knowledge to admit or deny the remaining allegations in rhetorical paragraph 35.

CLASS ACTION ALLEGATIONS

36. The Shelby Defendants neither admit or deny the allegations contained in rhetorical paragraph 36.

37. The Shelby Defendants admit they possess information concerning Shelby's direct customers during the Class Period as alleged in rhetorical paragraph 37. The Shelby Defendants are without sufficient knowledge to admit or deny the remaining allegations contained in rhetorical paragraph 37.

38. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 38.

39. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 39.

40. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 40.

41. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 41.

42. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 42.

43. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 43.

VIOLATIONS ALLEGED

44. The Shelby Defendants admit the allegations contained in rhetorical paragraph 44.

45. The Shelby Defendants generally admit the allegations contained in rhetorical paragraph 45. The Shelby Defendants are without sufficient knowledge to admit or deny whether any actions taken were “concerted”.

46. The Shelby Defendants admit the allegations contained in rhetorical paragraph 46.

47. The Shelby Defendants admit the allegations contained in rhetorical paragraph 47.

EFFECTS

48. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 48.

49. The Shelby Defendants admit the allegations contained in rhetorical paragraph 49.

FRAUDULENT CONCEALMENT

50. The Shelby Defendants admit the allegations contained in rhetorical paragraph 50.

51. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 51.

52. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 52.

53. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 53.

54. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 54.

DAMAGES TO PLAINTIFFS AND MEMBERS OF THE CLASS

55. The Shelby Defendants are without sufficient knowledge to admit or deny the allegations contained in rhetorical paragraph 55.

JURY TRIAL DEMANDED

56. The Shelby Defendants neither admit or deny the allegations contained in rhetorical paragraph 56.

57. WHEREFORE, the Shelby Defendants, by counsel, pray that the Court enter judgment in conformance with the admissible evidence, and the applicable law and equity, and for all other further relief just and proper in the premises.

**FURTHER ANSWER PURSUANT TO THE ANTI-TRUST
CRIMINAL PENALTY ENHANCEMENT AND REFORM ACT OF 2004**

The Shelby Defendants are anti-trust leniency applicants pursuant to § 213 of the Anti-Trust Criminal Penalty Enhancement and Reform Act of 2004. See, HR 1086; PL 108-237, Title II §§ 211-214; 15 USC § 1, Note. Accordingly, any damages recoverable by Plaintiffs in this action from the Shelby Defendants shall be limited as provided by law.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served upon the following via e-mail and/or First Class Mail, postage prepaid this 2nd day of February, 2006.

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