

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

	:	
	:	Civ. No. 12-169 (AET) (LHG)
	:	
IN RE DUCTILE IRON PIPE FITTINGS	:	
("DIPF") INDIRECT PURCHASER	:	AMENDED CLASS ACTION
ANTITRUST LITIGATION	:	COMPLAINT
	:	
	:	JURY TRIAL DEMANDED
	:	

Plaintiffs Waterline Industries Corporation and Waterline Services, LLC, Yates Construction Co., Inc., City of Hallandale Beach (Florida), Wayne County (Michigan), South Huntington Water District (New York), City of Fargo (North Dakota), City of Blair (Nebraska) (collectively, "Plaintiffs"), on behalf of themselves and all other similarly-situated indirect purchasers, demand a trial by jury of all claims properly triable thereby against Defendants named herein, and complain and allege, based on personal knowledge as to their own acts, and on information and belief as to the acts of others, as set forth herein. The majority of evidence in support of Plaintiffs' claims is in Defendants' exclusive possession, custody or control. Plaintiffs' claims as to Defendants' actions are likely to have evidentiary support after a reasonable opportunity for discovery.

NATURE OF ACTION

1. This case arises out of an unlawful conspiracy among Defendants and their co-conspirators that had the purpose and effect of raising and fixing prices in the market for ductile iron pipe fittings ("DIPF") throughout the United States. The conspiracy began at least as early as January 11, 2008 and has continued through the present ("Class Period").

2. DIPF are used in pipeline systems that transport drinking water and waste water

under pressurized conditions in municipal distribution systems and treatment plants.

3. Defendants control the DIPF market. As of January 2008, Defendants accounted for over 90 percent of DIPF sales in the United States.

4. From January 2008 until early 2009, Defendants conspired to fix the prices of DIPF sold in the United States.

5. In February 2009, Congress enacted the American Recovery and Reinvestment Act (“ARRA”), which included a provision that predicated funding on the use of domestic materials. At that time, only Defendant McWane, Inc. (“McWane”) produced a full line of DIPF manufactured in the United States (“Domestic DIPF”). Soon thereafter, Defendant Star Pipe Products, Ltd. (“Star”) sought to enter the Domestic DIPF market.

6. In April and May 2009, Defendant McWane, which held a monopoly in the Domestic DIPF market, and Defendant Star, which was poised to enter the Domestic DIPF market later in 2009, conspired to implement identical price lists for Domestic and foreign DIPF. The identical price lists remained in effect until at least July 2010, during which period a significant volume of Domestic DIPF sales were made pursuant to the ARRA.

7. In addition, Defendant McWane took steps beginning no later than September 2009 to eliminate competition and to preserve its monopoly in the Domestic DIPF market.

8. McWane reached an illegal agreement with Defendant Sigma Corp. (“Sigma”) to foreclose Sigma’s entry into the Domestic DIPF market and, with Sigma’s willing participation, implemented illegal exclusive dealing policies to prevent customers from purchasing Domestic DIPF from McWane’s other competitors.

9. McWane, through its agreement with Sigma Corp. and its implementation of exclusive dealing policies, has maintained a monopoly in the market for domestic DIPF. Despite

Star's entry into the domestic DIPF market in 2009, McWane continues to control over 90 percent of Domestic DIPF sales.

10. Plaintiffs indirectly purchased DIPF during the Class Period. As a direct and proximate result of the unlawful conduct and conspiracy of Defendants alleged herein, Plaintiffs and other members of the Classes (defined below) have paid more during the Class Period for DIPF than they otherwise would have paid in a competitive market and have therefore been injured in their respective businesses and property.

11. Plaintiffs bring this class action lawsuit pursuant to Sections 4 and 16 of the Clayton Act, 15 U.S.C. §§ 15 and 26, and to recover damages under state antitrust, unfair competition and consumer protection laws, and common law principles of unjust enrichment, as well as to recover the costs of suit, including reasonable attorneys' fees, for the injuries that Plaintiffs and all others similarly situated sustained as a result of the Defendants' conspiracy to fix, raise, maintain or stabilize the prices of DIPF.

JURISDICTION AND VENUE

12. This Court has jurisdiction over the subject matter of this action pursuant to Section 16 of the Clayton Act (15 U.S.C. § 26), Sections 1 and 2 of the Sherman Act (15 U.S.C. §§ 1 and 2), and Title 28, United States Code, Sections 1331 and 1337. This Court has subject matter jurisdiction over the state law claims pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d) and 1367, in that this is a class action in which the members of the Damages Classes (as defined herein) exceed 100; the matter or controversy exceeds the sum of \$5,000,000, exclusive of interest and costs; and some members of the Damages Class are citizens of a state different from some Defendants.

13. Venue is proper in this district pursuant to 28 U.S.C. §§ 15, 22 and 26 and

pursuant to 28 U.S.C. § 1391(b), (c) and (d), because, at all times relevant to the Complaint, (a) Defendants transacted business, were found, or acted through subsidiaries or agents present in this district; (b) a substantial part of Plaintiffs' claims occurred in this district; and (c) a substantial portion of the affected interstate trade and commerce described below has been carried out in this district.

14. This Court has *in personam* jurisdiction over each of the Defendants because, *inter alia*, each of the Defendants: (a) committed acts in this district in furtherance of the conspiracy alleged herein and directed the unlawful conspiracy through persons and entities located in this district, including fixing the prices of DIPF sold to purchasers in this district; (b) transacted business in DIPF and other products in this district; (c) maintained continuous and systemic contacts with this district prior to and during the Class Period; and (d) purposefully availed itself of the benefits of doing business in this district. Accordingly, each of the Defendants maintained minimum contacts with this district that are more than sufficient to subject it to service of process and to comply with due process of law.

15. Defendants' conspiracy to fix the price of DIPF has substantially affected commerce throughout the United States and in each of the states identified herein because Defendants, directly or through their agents, engaged in activities affecting each such state. Defendants have purposefully availed themselves of the laws of each of the states identified herein in connection with their activities relating to the production, marketing, and sale of DIPF. Defendants produced, promoted, sold, marketed, and/or distributed DIPF, thereby purposefully profiting from access to indirect-purchasers in each such state. Defendants also contracted to supply or obtain goods or revenue related to DIPF. As a result of the activities described herein, Defendants have:

- a. Caused damage to the residents of every state, including the states identified herein;
- b. Caused damage in every state, including each of the states identified herein, by acts or omissions committed outside each such state by regularly doing or soliciting business in each such state;
- c. Engaged in persistent courses of conduct within every state and/or derived substantial revenue from the marketing of DIPF; and
- d. Committed acts or omissions that they knew or should have known would cause damage (and did, in fact, cause such damage) in every state while regularly doing or soliciting business in each such state, engaging in other persistent courses of conduct in each such state, and/or deriving substantial revenue from the marketing of DIPF in each such state.

PLAINTIFFS

16. Plaintiffs Waterline Industries Corporation and Waterline Services, LLC (together “Waterline”) are business entities with their principal places of business in Seabrook, New Hampshire. During the Class Period, Waterline indirectly purchased DIPF as a stand-alone product that was originally imported, marketed or sold by one or more of the Defendants. Waterline was injured as a result of Defendants’ illegal conduct as alleged herein.

17. Plaintiff Yates Construction Co., Inc. (“Yates”) is a North Carolina corporation with its principal place of business in Stokesdale, North Carolina. During the Class Period, Yates indirectly purchased DIPF as a stand-alone product that was originally imported, marketed or sold by one or more of the Defendants. Yates was injured as a result of Defendants’ illegal conduct as alleged herein.

18. Plaintiff City of Hallandale Beach (“Hallandale Beach”) is a city located in Florida. During the Class Period, Hallandale Beach indirectly purchased DIPF as a stand-alone product that was originally imported, marketed or sold by one or more of the Defendants. Hallandale Beach was injured as a result of Defendants’ illegal conduct as alleged herein.

19. Plaintiff City of Blair (“Blair”) is a municipal corporation organized under the laws of Nebraska with its headquarters located at 218 S. 16th Street, Blair, Nebraska. Blair indirectly purchased DIPF that was originally imported, marketed or sold by one or more of the Defendants as part of a water systems project contract. Blair was injured as a result of Defendants’ illegal conduct as alleged herein.

20. Plaintiff South Huntington Water District (“SHWD”) is a municipal corporation organized under the laws of the State of New York with its headquarters located at 75 Fifth Avenue, Huntington Station, New York. During the Class Period, SHWD indirectly purchased DIPF as a stand-alone product that was originally manufactured by one or more of the Defendants, as well as indirectly purchased DIPF that was originally imported, marketed or sold by one or more of the Defendants as part of a water systems project contract. SHWD was injured as a result of Defendants’ illegal conduct as alleged herein.

21. City of Fargo (“Fargo”) is a city in North Dakota organized under home rule charter pursuant to North Dakota state law. During the Class Period, Fargo indirectly purchased DIPF as a stand-alone product that was originally manufactured by one or more of the Defendants, as well as indirectly purchased DIPF that was originally manufactured by one or more of the Defendants as part of a water systems project contract. Fargo was injured as a result of Defendants’ illegal conduct as alleged herein.

22. Plaintiff Wayne County (“Wayne”) is a county in Michigan organized under

home rule charter pursuant to Michigan state law. During the class period, Wayne indirectly purchased DIPF as a stand-alone product that was originally manufactured by one or more of the Defendants, as well as indirectly purchased DIPF that was originally manufactured by one or more of the Defendants as part of a water systems project contract. Wayne was injured as a result of Defendants' illegal conduct as alleged herein.

DEFENDANTS

23. Defendant Sigma Corporation is a corporation organized, existing and doing business under the laws of the State of New Jersey with its principal place of business located at 700 Goldman Drive, Cream Ridge, New Jersey 08154. Sigma imports, markets and sells DIPF throughout the United States.

24. Defendant McWane, Inc. is a corporation organized, existing and doing business under the laws of the State of Delaware with its principal place of business located at 2900 Highway 280, Suite 300, Birmingham, Alabama 35223. McWane imports, markets and sells DIPF throughout the United States primarily through its Tyler Union and Clow Water Systems Company divisions.

25. Defendant Star Pipe Products, Ltd. is a limited partnership organized, existing and doing business under and by virtue of the laws of the State of Texas with its principal place of business located at 4018 Westhollow Parkway, Houston, Texas 77082. Star imports, markets and sells DIPF throughout the United States.

AGENTS AND CO-CONSPIRATORS

26. The acts alleged against the Defendants in this Complaint were authorized, ordered, or done by their officers, agents, employees, or representatives, while actively engaged in the management and operation of Defendants' businesses or affairs.

27. Various persons and/or firms not named as Defendants herein have participated as co-conspirators in the violations alleged herein and have performed acts and made statements in furtherance thereof.

28. Each Defendant acted as the principal or agent for other Defendants with respect to the acts, violations, and common course of conduct alleged by Plaintiffs.

FACTUAL ALLEGATIONS

The DIPF Industry

29. DIPF are used in pipeline systems that transport drinking and waste water under pressurized conditions in municipal distribution systems and treatment plants. DIPF are used to join pipes, valves and hydrants in straight lines, and to change, divide or direct the flow of water.

30. Independent wholesale distributors, known as “waterworks distributors,” are the primary channel of distribution of DIPF. Waterworks distributors specialize in distributing products for water infrastructure projects, and generally handle the full spectrum of waterworks products, including pipes, DIPF, valves and hydrants.

31. DIPF sales in the United States in 2002, the last year for which such figures are publicly available, totaled approximately \$240 million.

THE CONSPIRACY

A. Defendants Conspired to Manipulate DIPF Prices Beginning in January 2008

32. Defendants McWane, Star and Sigma initially conspired to raise and stabilize the prices at which DIPF were sold in the United States from January 11, 2008 through January 2009.

33. In January 2008, McWane formulated a plan to trade its support for higher prices in exchange for specific changes to the business methods of Sigma and Star that would reduce

the risk that they would sell DIPF at prices lower than published levels.

34. McWane communicated the terms of its plan to Sigma and Star. Sigma and Star manifested their understanding and acceptance of McWane's offer by taking steps to limit their discounting from published price levels in order to induce McWane to support higher price levels.

35. On January 11, 2008, McWane announced a DIPF price increase. Sigma and Star followed McWane's price increase.

36. On or about March 10, 2008, McWane and Sigma executives discussed by telephone their implementation of the January 2008 price increase.

37. In June 2008, McWane again formulated a plan to trade its support for higher prices, this time in exchange for information from Sigma and Star documenting the volume of their monthly sales of DIPF. This exchange of information among Defendants was to be achieved under the auspices of the Ductile Iron Fittings Research Association ("DIFRA").

38. The DIFRA information exchange, which took place between June 2008 and January 2009, operated as follows: Defendants submitted a report of their previous month's sales to an accounting firm. Shipments were reported in tons shipped, subdivided by diameter size range (e.g., 2-12") and by joint type. Data submissions were aggregated and distributed to the Defendants. Data submitted to the accounting firm was typically no older than 45 days, and the summary reports returned to the Defendants contained data typically no more than 2 months old.

39. The DIFRA information exchange enabled each of the Defendants to determine and monitor its own market share and, indirectly, the output levels of its rivals. In this way, the DIFRA information exchange facilitated price coordination among the Defendants on the pricing

of DIPF.

40. McWane communicated the terms of its plan to Sigma and Star through a letter sent by McWane to waterworks distributors, the common customers of the Sellers. A section of that letter was meaningless to distributors, but was intended to inform Sigma and Star of the terms of McWane's offer.

41. Sigma and Star manifested their understanding and acceptance of McWane's offer by initiating their participation in the DIFRA information exchange in order to induce McWane to support higher price levels.

42. On June 17, 2008, McWane then led a price increase and, as agreed to among the Defendants, Sigma and Star followed.

43. On August 22, 2008, McWane and Sigma discussed by telephone their implementation of the June 2008 price increase.

44. In addition to the specific communications identified herein, senior executives from Defendants frequently and privately communicate with one another. These communications often relate to DIPF price and output.

45. The acts and practices of Defendants from January 2008 through January 2009, as alleged herein, had the purpose, capacity, tendency, and effect of fixing, maintaining and raising prices of DIPF.

46. The relevant market with regard to these acts was the nationwide market for DIPF.

B. Defendants' Conspiratorial Conduct Targets the Domestic DIPF Market

47. In February 2009, Congress enacted the American Recovery and Reinvestment Act ("ARRA"). The ARRA allocated over \$6 billion to water infrastructure projects on the

condition that those projects use domestically-produced materials, including DIPF. This requirement is known as the “Buy American Provision.”

48. At the time of ARRA enactment, McWane was the sole supplier of a full line of domestically-produced DIPF in commonly-used sizes.

49. In response to ARRA enactment, Sigma, Star and others attempted to enter the Domestic DIPF market.

i. Implementation of Identical Price Lists by McWane and Star

50. In response to the ARRA, Defendant Star readied itself to produce a full line of Domestic DIPF.

51. With Star’s entry into the Domestic DIPF market imminent, McWane and Star conspired to raise, fix, maintain or stabilize the price of Domestic DIPF.

52. On April 15, 2009, McWane announced a new DIPF price list to be effective May 1, 2009.

53. On April 22, 2009, Star announced its intent to change its price list, effective May 19, 2009, but did not specify the actual prices.

54. Thereafter, senior executives of McWane and Star had a telephone conversation during which Star sought assurances that McWane would implement its announced price list.

55. In response, McWane assured Star that McWane would implement its announced price list.

56. Subsequently, Star followed McWane’s DIPF price list changes by adopting a substantially identical price list.

57. By way of example, the prices for C153 Ductile Iron Mechanical Joint Fittings, 90 degree, (1/4) MJ Bend, 45 degree (1/8) MJ Bend and 22 ½ degree (1/16) MJ Bend were

identical in the Tyler Union (McWane)¹ price list effective May 1, 2009 and the Star price list effective May 12, 2009. *See, e.g.*, Exhibit A, excerpt of Tyler Union (McWane) and Star May 2009 price lists.

58. The Star price list effective May 12, 2009 announced: “Now Including Domestic Utility Fittings and Accessories.”

59. The virtually identical McWane and Star price lists remained in effect until at least July 2010. Therefore, DIPF purchases made pursuant to the ARRA were made at price levels that had been established by agreement between Defendants McWane and Star – the producers who controlled virtually the entire Domestic DIPF market.

60. The price lists implemented pursuant to the McWane-Star collusion applied to Domestic DIPF and imported DIPF.

61. The relevant markets with respect to the McWane-Star collusion were, therefore, the market for Domestic DIPF as well as the nationwide market for all DIPF.

ii. Conspiracy to Restrain Competition and Capacity by McWane and Sigma

62. Following the enactment of ARRA, Defendant Sigma also took steps toward entry into the Domestic DIPF market, including:

- a. Formulating an operational plan;
- b. Arranging for an infusion of equity capital to fund domestic production of DIPF;
- c. Obtaining the approval of its board of directors for its entry plans; and

¹ Tyler Union is owned by McWane. <http://www.tylerunion.com/about-us.htm>.

d. Casting prototype product.

63. Sigma was “confident” of its ability to produce its own range of Domestic DIPF.

See September 22, 2009 Sigma Customer Letter² at 1. In a letter to its customers, Sigma stated:

SIGMA carefully reviewed the option to produce our own range of Fittings and Restraints in USA. As a leading supplier of AWWA Fittings over the last 25 years, SIGMA has adequate engineering and production expertise and the needed resources to develop and manufacture a competitive range of AWWA Fittings using a few quality foundries in USA.

Id.

64. McWane recognized that Sigma was preparing to enter the Domestic DIPF market. McWane sought to avoid additional competition in the Domestic DIPF market from Sigma by inducing Sigma to abandon its plans to produce Domestic DIPF and, instead, to become a distributor of McWane’s Domestic DIPF.

65. McWane and Sigma reached agreement to foreclose Sigma from entering the Domestic DIPF market as a competitor. McWane and Sigma executed a Master Distribution Agreement dated September 17, 2009 (“MDA”). The principal terms of the MDA were as follows:

- a. McWane would sell Domestic DIPF to Sigma at a 20 percent discount off of McWane’s published prices;
- b. McWane would be Sigma’s exclusive source for the relevant Domestic DIPF;
- c. Sigma would resell McWane’s Domestic DIPF at or very near McWane’s published prices for Domestic DIPF; and

² <http://www.sigmaco.com/documents/SIGMA-BA-MDA-CUSTOMER%20LETTER-092209.pdf>.

- d. Sigma would resell McWane's Domestic DIPF to waterworks distributors only on the condition that the distributor agreed to purchase Domestic DIPF exclusively from McWane or Sigma.

66. Sigma detailed the terms of the McWane-Sigma MDA in its September 22, 2009

Customer Letter:

As per this MDA, we are now Master Distributors of Tyler/Union domestic Fittings. As such, we will follow Tyler/Union's distribution and pricing policies as they are announced from time to time. As mentioned in their own letter from Tyler/Union to their customers, which you too may have received, we wish to supply the Tyler/Union domestic Fittings to any customers who elect to commit to **fully support** Tyler/Union/Clow branded Fittings for their requirements of domestic Fittings, purchased thru Tyler/Union or SIGMA. **We appeal to you to accept this requirement of exclusive choice**, as a fair and reasonable one, in light of the considerable investment by Tyler/Union/Clow to provide this range of domestic production, which is now being expanded to offer domestic Fittings up to 48". Please note that **customers who elect not to fully support this program may forgo any unpaid volume incentive rebates** applicable to only the domestic Fittings and delivery of domestic Fittings up to 12 weeks." (Emphasis added).

Sigma Customer Letter at 2 (emphasis added).

67. McWane and Sigma also agreed that McWane also would sell its Domestic DIPF at or very near its published prices. Those published prices were established and maintained pursuant to McWane's collusion with Star.

68. Under the MDA, McWane controlled the price at which Sigma could sell Domestic DIPF and the customers to whom Sigma could sell Domestic DIPF.

69. Through the MDA, McWane transferred a share of its sales and profits in the Domestic DIPF market to Sigma in exchange for Sigma's commitment to abandon its plans to enter the relevant Domestic DIPF market as an independent competitor.

70. In the absence of the agreement not to enter the Domestic DIPF market, Sigma would likely have entered the relevant Domestic DIPF market in competition with McWane and Star.

71. Sigma's participation in the relevant Domestic DIPF market under the MDA was not equivalent to, and for consumers not a substitute for, Sigma's competitive entry into the Domestic DIPF market.

72. Sigma's independent, competitive entry into the Domestic DIPF market would have benefitted consumers by increasing competition and DIPF supply, thereby constraining McWane's (and Star's) prices for the relevant Domestic DIPF.

73. Both McWane and Sigma entered into the MDA with the specific intent to maintain artificially inflated prices in the Domestic DIPF market by eliminating competition among themselves and excluding their rivals. The relevant market with respect to the McWane-Sigma collusion was the nationwide market for Domestic DIPF.

C. **McWane's Monopolistic Conduct with Respect to the Domestic DIPF Market**

74. McWane has monopolized the market for Domestic DIPF since at least February 2009.

75. During the Class Period, McWane has acted illegally to preserve its monopoly in the Domestic DIPF market.

76. McWane attempted to exclude and did exclude Sigma from the Domestic DIPF market through execution of the MDA.

77. McWane attempted to exclude, and did substantially preclude, Star from entering the Domestic DIPF market by adopting restrictive and exclusive distribution policies.

Specifically:

- a. McWane threatened waterworks distributors with delayed or diminished access to McWane's Domestic DIPF, and the loss of accrued rebates on the purchase of McWane's Domestic DIPF, if

those distributors purchased Domestic DIPF from Star.

- b. McWane threatened some waterworks distributors with the loss of rebates in other product categories, including ductile iron pipe, waterworks valves and hydrants if those distributors purchased Domestic DIPF from Star.
- c. Beginning in 2011, McWane modified its rebate structure for Domestic DIPF to require waterworks distributors to make certain minimum – and high – shares of their total Domestic DIPF purchases from McWane in order to qualify for these rebates.

78. In addition, the exclusive distribution policies that were instituted by McWane through the MDA furthered McWane's attempts to exclude Star from the Domestic DIPF market.

79. McWane's policies compelled waterworks distributors to purchase solely from McWane (or from Sigma, as a captive distributor for McWane), thereby substantially preventing Star from entering the Domestic DIPF market.

80. McWane's monopolistic actions have created artificial barriers to entry into the Domestic DIPF market, reduced competition in the marketplace, reduced DIPF supply, and artificially raised prices for Domestic DIPF.

FEDERAL TRADE COMMISSION PROCEEDINGS

81. Defendants' conspiracy was revealed on January 4, 2012, when the United States Federal Trade Commission ("FTC"), following an investigation, filed complaints against the Defendants concerning their anticompetitive conduct. The FTC complaints document Defendants' illegal inflation of DIPF prices beginning in January 2008.

82. On the date that the conspiracy was revealed, Defendant Sigma entered into a Consent Agreement with the FTC concerning the allegations set forth in the FTC complaint. Pursuant to the Consent Agreement, Sigma has agreed to refrain from participating in or maintaining any combination or conspiracy between any competitors to fix, raise or stabilize the prices at which DIPF are sold in the United States, or to allocate or divide markets, customers, or business opportunities.

83. On March 20, 2012, Defendant Star agreed to settle FTC charges that it conspired with McWane and Sigma to increase the prices at which DIPF were sold nationwide. Under the order settling the FTC's charges, Star is barred from participating in or maintaining any combination or conspiracy between any competitors to fix, raise or stabilize the prices at which DIPF are sold in the United States, or to allocate or divide markets, customers, or business opportunities.

MARKET FACTORS SUPPORTING CONSPIRACY

84. The relevant DIPF markets are: 1) the nationwide DIPF market, and 2) the nationwide Domestic DIPF market.

85. The relevant DIPF markets have several features that facilitate collusion among Defendants, including product homogeneity, market concentration of DIPF suppliers, barriers to timely entry of new DIPF suppliers, inelastic demand, and uniform published prices.

86. DIPF are commodity products produced to industry-wide standards. Product homogeneity enhances Defendants' ability to collude on prices and to detect deviations from those collusive prices.

87. The relevant DIPF markets are highly concentrated. In 2008, Defendants collectively made more than 90 percent of sales in the nationwide DIPF market. A highly

concentrated market enhances Defendants' ability and incentive to collude on prices.

88. The DIPF industry is subject to significant barriers to entry, including the need for a new entrant to develop a distribution network and a reputation for quality and service with waterworks distributors and the customers of the waterworks distributors.

89. Demand for DIPF is inelastic to changes in price at competitive levels. DIPF are a relatively small portion of the cost of materials of a typical waterworks project, and there are no widely used substitutes for the product.

90. Defendants periodically publish uniform multiplier discounts. The "multipliers" identify, on a state-by-state basis, the discount from list price at which Defendants offer to sell DIPF. The publication of these multipliers enhances the Defendants' ability to collude on prices and to detect deviations from those collusive prices.

PLAINTIFFS AND THE CLASSES SUFFERED ANTITRUST INJURY

91. Defendants' price-fixing conspiracy had the following effects, among others:

- a. Price competition has been restrained or eliminated with respect to DIPF;
- b. The prices of DIPF have been fixed, raised, maintained, or stabilized at artificially inflated levels; and
- c. Indirect purchasers of DIPF have been deprived of free and open competition.

92. During the Class Period, Plaintiffs and the members of the Classes have paid supra-competitive prices for DIPF.

93. The inflated prices of DIPF resulting from Defendants' price-fixing conspiracy have been passed on to Plaintiffs and the other Class members.

94. By reason of the alleged violations of the antitrust laws, Plaintiffs and the members of the Classes have sustained injury to their businesses or property, having paid higher prices for DIPF than they would have paid in the absence of Defendants' illegal contract, combination, or conspiracy and, as a result, have suffered damages in an amount presently undetermined. This is an antitrust injury of the type that the antitrust laws were meant to punish and prevent.

**ACCRUAL OF CLAIM, CONTINUING VIOLATION,
EQUITABLE TOLLING, AND FRAUDULENT CONCEALMENT**

95. Plaintiffs did not discover, and could not have discovered through the exercise of reasonable diligence, the existence of the conspiracy alleged herein prior to its disclosure on January 4, 2012 as a result of the FTC investigation.

96. Since the start of the Class Period, Defendants and their co-conspirators have committed continuing violations of the antitrust and unfair competition laws resulting in monetary injury to Plaintiffs and Class members. These violations, and the resultant DIPF purchases by Class members at inflated prices, each constituted injurious acts.

97. In addition, the illegal agreement, understanding and conspiracy of Defendants and their co-conspirators was kept secret. As a result, Plaintiffs and Class members were unaware of Defendants' unlawful conduct alleged herein and did not know that they were paying artificially high prices for DIPF in the United States throughout the Class Period. Defendants and their co-conspirators affirmatively and fraudulently concealed their unlawful conduct.

98. Plaintiffs and Class members did not discover, nor could they have discovered through reasonable diligence, that Defendants and their co-conspirators were violating the law until shortly before this litigation was initially commenced, because Defendants and their co-conspirators used deceptive and secret methods to avoid detection and to affirmatively conceal

their violations.

99. Neither Defendants nor their co-conspirators told Plaintiffs or Class members that they were fixing prices, or engaging in the other unlawful collusive practices alleged herein. By its very nature, the conspiracy by Defendants and their co-conspirators was inherently self-concealing.

100. Defendants and their co-conspirators engaged in a successful price-fixing and customer allocation conspiracy that they affirmatively concealed by, *inter alia*:

- a. Communicating in secret (and even going so far as to conceal the terms of the plan in a letter to waterworks distributors) to discuss prices, customers, and markets of DIPF in the United States;
- b. Using DIFRA as a cover to exchange information regarding sales and pricing; and
- c. Sending communications or taking actions in a manner designed to hide the origin or purpose of the communication or action.

101. Because the alleged conspiracy was both self-concealing and affirmatively concealed by Defendants and their co-conspirators, Plaintiffs and members of the Classes had no knowledge of the alleged conspiracy, or of any facts or information that would have caused a reasonably diligent person to investigate whether a conspiracy existed, until January 2012, when reports of the investigations into anti-competitive conduct concerning DIPF were first publicly disseminated.

102. As a result of Defendants' fraudulent concealment of their conspiracy, the running of any statute of limitations has been tolled with respect to any claims that Plaintiffs and

the members of the Classes have alleged in this Complaint.

CLASS ACTION ALLEGATIONS

103. Plaintiffs bring this action on behalf of themselves and as a class action under Rule 23(a) and (b)(2) of the Federal Rules of Civil Procedure, seeking equitable and injunctive relief on behalf of the following class (the “Injunction Class”):

All persons and entities that, during the Class Period, purchased Domestic DIPF indirectly from Defendants and/or their co-conspirators. Excluded from the Class are Defendants, their co-conspirators and their officers, employees, agents, representatives, parents, subsidiaries and affiliates.

104. Plaintiffs also bring this action on behalf of themselves as a class action under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure seeking damages pursuant to state antitrust, unfair competition, consumer and common laws on behalf of the following Damages Classes:

Stand-Alone Product Plaintiffs: All persons and entities who, during the Class Period, purchased Domestic DIPF as a stand-alone product indirectly from Defendants and/or their co-conspirators or, from January 11, 2008 through January 2009, purchased imported DIPF as a stand-alone product indirectly from Defendants and/or their co-conspirators, in the following states: Arizona, Arkansas California, District of Columbia, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin. Excluded from the Class are Defendants, their co-conspirators and their officers, employees, agents, representatives, parents, subsidiaries and affiliates.

Water Project Plaintiffs: All persons and entities who, during the Class Period, purchased Domestic DIPF as part of a water systems project contract indirectly from Defendants and/or their co-conspirators or, from January 11, 2008 through January 2009, purchased imported DIPF as part of a water systems project contract indirectly from Defendants and/or their co-conspirators, in the following states: Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Iowa, Kansas, Massachusetts, Maine, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin. Excluded from the Class are

Defendants, their co-conspirators and their officers, employees, agents, representatives, parents, subsidiaries and affiliates.

105. Plaintiffs reserve the right to amend the definitions of the foregoing classes prior to certification.

106. Plaintiffs do not know the exact size of the Classes. However, due to the nature of the trade and commerce involved, there are thousands of members in each Class that are geographically dispersed across the United States such that joinder is impracticable.

107. Members of each Class are identifiable from information and records in the possession of such Class members.

108. There are questions of law and fact common to the Classes. These common questions relate to the existence of the conspiracy alleged, the conduct of Defendants in agreeing to participate and participating in the conspiracy, and to the type and common pattern of injury sustained as a result thereof. The questions include but are not limited to:

- a. Whether Defendants and their co-conspirators engaged in a combination and conspiracy among themselves to fix, raise, maintain, and/or stabilize the price charged for DIPF sold in the United States;
- b. The identity of participants in the conspiracy;
- c. The duration of the conspiracy alleged in this Complaint and the nature and character of the acts performed by Defendants and their co-conspirators in furtherance of the conspiracy;
- d. Whether Defendants took steps to actively conceal the conspiracy from Plaintiffs and other members of the Classes;

- e. Whether the alleged conspiracy violated the Sherman Act, as alleged in the First and Second Claims for Relief;
- f. Whether the alleged conspiracy violated state antitrust statutes as alleged in the Third, Fifth, Seventh and Ninth Claims for Relief;
- g. Whether the alleged conspiracy violated state consumer protection and unfair competition statutes as alleged in the Fourth, Sixth, Eighth and Ninth Claims for Relief;
- h. Whether Defendants unjustly enriched themselves to the detriment of the Plaintiffs and the members of the Damages Classes, thereby entitling Plaintiffs and the members of the Damages Classes to disgorgement of all benefits derived by Defendants, as alleged in the Tenth Claim for Relief;
- i. Whether the conduct of Defendants and their co-conspirators, as alleged in this Complaint, caused injury to members of the Damages Classes;
- j. The effect of Defendants' conspiracy on the prices of DIPF sold by Defendants; and
- k. The appropriate measure of damages sustained by Plaintiffs and other members of the Damages Classes.

109. Plaintiffs' claims are typical of the claims of other members of the Classes, and Plaintiffs will fairly and adequately protect the interests of those Classes. Plaintiffs' interests are coincident with, and not antagonistic to, those of the members of the Classes. Plaintiffs have retained competent counsel experienced in the prosecution of antitrust class action litigation.

110. The prosecution of separate actions by individual members of the Classes would create a risk of inconsistent or varying adjudications, establishing incompatible standards of

conduct for Defendants.

111. The questions of law and fact common to the members of the Classes predominate over any questions affecting only individual members, including legal and factual issues relating to liability and damages.

112. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Prosecution as a class action will eliminate the possibility of repetitious litigation. Treatment as a class action will permit a large number of similarly situated persons to adjudicate their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that numerous individual actions would engender. Class treatment will also permit the adjudication of relatively small claims by members of the Damages Classes that otherwise could not afford to litigate claims such as is asserted in this Complaint. This class action presents no difficulties of management that would preclude its maintenance as a class action.

INTERSTATE TRADE AND COMMERCE

113. The conduct of Defendants and their co-conspirators has taken place in, and affected the continuous flow of, interstate trade and commerce of the United States, in that, *inter alia*:

- a. Defendants and their co-conspirators have sold DIPF throughout the United States;
- b. Defendants and their co-conspirators have each used instrumentalities of interstate commerce to sell DIPF throughout the United States;
- c. In furtherance of the conspiracy alleged herein, Defendants have

- traveled between states and have exchanged communications through interstate wire communications and via U.S. mail; and
- d. The conspiracy alleged herein has affected millions of dollars of commerce. Defendants and their co-conspirators have inflicted antitrust injury by artificially raising prices paid by Plaintiffs and other entities who are themselves engaged in commerce.

VIOLATIONS ALLEGED

First Claim For Relief

Plaintiffs and Injunction Class vs. McWane and Sigma
(Injunctive Relief Pursuant to Section 1 of the Sherman Act and Section 3 of the Clayton Act)

114. Plaintiffs incorporate by reference the allegations in the preceding paragraphs.
115. Beginning in or about September 2009, and continuing to the present, Defendants McWane and Sigma and their co-conspirators have maintained a continuing agreement, understanding, and conspiracy in restraint of trade in violations of Section 1 of the Sherman Act, 15 U.S.C. § 1, and Section 3 of the Clayton Act, 15 U.S.C. § 14.
116. In furtherance of the unlawful conspiracy, Defendants McWane and Sigma and their co-conspirators have committed overt acts, including, *inter alia*:
- a. Entering into a distribution agreement that eliminated Sigma as an entrant into the Domestic DIPF market;
 - b. Excluding actual and potential competitors through the adoption and enforcement of exclusive distribution policies;
 - c. Agreeing to charge prices at certain levels and otherwise to fix, increase, maintain or stabilize prices of DIPF sold in the United States;

- d. Participating in conversations and communications regarding prices to be charged for DIPF; and
- e. Keeping the existence of the conspiracy unknown in order to foster the illegal anti-competitive conduct described herein.

117. The combination and conspiracy alleged herein has had the following effects, among others:

- a. Price competition in the sale of Domestic DIPF has been restrained, suppressed, or eliminated;
- b. Prices for Domestic DIPF have been fixed, raised, maintained, or stabilized at artificially high, non-competitive levels; and
- c. Plaintiffs and members of the Classes have been deprived of the benefits of free and open competition.

118. Defendants and their co-conspirators engaged in the activities described above for the purpose of effectuating unlawful arrangements to fix, maintain, raise or stabilize prices of Domestic DIPF.

119. As a direct and proximate result of the illegal agreement, contract, combination, or conspiracy between Defendants McWane and Sigma, Plaintiffs and the members of the Injunction Class have been injured and damaged in their respective businesses and property.

120. The conduct of Defendants and their co-conspirators constitutes a *per se* violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

121. Plaintiffs and members of the Injunction Class are entitled to an injunction against Defendants, preventing and restraining the violations alleged herein.

Second Claim For Relief

Plaintiffs and Injunction Class vs. McWane

(Injunctive Relief Pursuant to Section 2 of the Sherman Act and Section 3 of the Clayton Act)

122. Plaintiffs incorporate by reference the allegations in the preceding paragraphs.

123. Beginning in or about September 2009, and continuing to the present, Defendant McWane has illegally maintained a monopoly in the Domestic DIPF market in violation of the following state antitrust, consumer protection and unfair competition statutes.

124. Defendant McWane's intentional and purposeful anti-competitive acts, described above, were intended to maintain its monopoly in the Domestic DIPF market. As a result of Defendant McWane's monopolistic conduct, Plaintiffs and the members of the Injunction Class have been injured and damaged in their respective businesses and property.

125. The conduct of Defendants and their co-conspirators constitutes a violation of Section 2 of the Sherman Act, 15 U.S.C. § 2, and Section 3 of the Clayton Act, 15 U.S.C. § 14.

126. Plaintiffs and members of the Injunction Class are entitled to an injunction against Defendant McWane, preventing and restraining the violations alleged herein.

Third Claim For Relief

Plaintiffs and Damages Classes v. All Defendants

(Violation of State Antitrust Statutes)

127. Plaintiffs incorporate the allegations in the preceding paragraphs.

128. From at least as early as January 11, 2008, until January 2009, Defendants and their co-conspirators engaged in a continuing contract, combination, or conspiracy with respect to the sale of DIPF in unreasonable restraint of trade and commerce and in violation of the various state statutes set forth below.

129. The contract, combination, or conspiracy consisted of an agreement among the Defendants and their co-conspirators to fix, raise, stabilize or maintain at artificially supra-

competitive levels prices for DIPF in the United States.

130. In formulating and effectuating this conspiracy, Defendants and their co-conspirators performed acts in furtherance of the combination and conspiracy, including:

- a. participating in conversations and communications among themselves during which they agreed to price DIPF at certain levels, and otherwise to fix, increase, inflate, maintain, or stabilize prices paid by Plaintiffs and members of the Damages Classes with respect to DIPF sold in the United States; and
- b. participating in conversations and communications among themselves to implement, adhere to and police the unlawful agreements they reached.

131. Defendants and their co-conspirators engaged in the actions described above for the purpose of carrying out their unlawful agreements to fix, maintain or stabilize prices and to allocate customers with respect to DIPF.

132. Defendants' anti-competitive acts described above constitute violations of the state statutes that follow.

133. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Arizona Revised Statutes, §§ 44-1401, *et seq.*

134. Defendants have entered into an unlawful agreement in restraint of trade in violation of the California Business and Professions Code, §§ 16700, *et seq.*

135. Defendants have entered into an unlawful agreement in restraint of trade in violation of the District of Columbia Code Annotated, §§ 28-4501, *et seq.*

136. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Iowa Code, §§ 553.1, *et seq.*

137. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Kansas Statutes Annotated, §§ 50-101, *et seq.*

138. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Maine Revised Statutes, 10 M.R.S. §§ 1101, *et seq.*

139. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Michigan compiled Law Annotated, §§ 445.771, *et seq.*

140. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Minnesota Annotated Statutes, §§ 325D.49, *et seq.*

141. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Mississippi Code Annotated, §§ 75-21-1, *et seq.*

142. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Nebraska Revised Statutes, §§ 59-801, *et seq.*

143. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Nevada Revised Statutes Annotated, §§ 598A.010, *et seq.*

144. Defendants have entered into an unlawful agreement in restraint of trade in violation of the New Hampshire Revised Statutes, §§ 356:1, *et seq.*

145. Defendants have entered into an unlawful agreement in restraint of trade in violation of the New Mexico Statutes Annotated, §§ 57-1-1, *et seq.*

146. Defendants have entered into an unlawful agreement in restraint of trade in violation of the New York General Business Laws, § 340, *et seq.*

147. Defendants have entered into an unlawful agreement in restraint of trade in

violation of the North Carolina General Statutes, §§ 75-1, *et seq.*

148. Defendants have entered into an unlawful agreement in restraint of trade in violation of the North Dakota Century Code, §§ 51-08.1-01, *et seq.*

149. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Oregon Revised Statutes, §§ 646.705, *et seq.*

150. Defendants have entered into an unlawful agreement in restraint of trade in violation of the South Dakota Codified Laws, §§ 37-1-3.1, *et seq.*

151. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Tennessee Code Annotated, §§ 47-25-101, *et seq.*

152. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Utah Code Annotated, §§ 76-10-911, *et seq.*

153. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Vermont Stat. Ann. 9 §§ 2453, *et seq.*

154. Defendants have entered into an unlawful agreement in restraint of trade in violation of the West Virginia Code, §§ 47-18-1, *et seq.*

155. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Wisconsin Statutes, §§ 133.01, *et seq.*

156. Plaintiffs and members of the Damages Classes in each of the above states have been injured in their business and property by reason of Defendants' unlawful combination, contract, conspiracy or agreement. Plaintiffs and members of the Damages Classes have paid more for DIPF than they otherwise would have paid in the absence of Defendants' unlawful conduct. This injury is of the type the laws of the above states were designed to prevent and flows from that which makes Defendants' conduct unlawful.

157. In addition, Defendants have profited significantly from the aforesaid conspiracy. Defendants' profits derived from their anti-competitive conduct come at the expense and detriment of Plaintiffs and the members of the Damages Classes.

158. Accordingly, Plaintiffs and the members of the Damages Classes in each of the above jurisdictions seek damages (including statutory damages where applicable), to be trebled or otherwise increased as permitted by a particular jurisdiction's applicable law, and costs of suit, including reasonable attorneys' fees, to the extent permitted by the above state laws.

Fourth Claim For Relief

Plaintiffs and Damages Classes v. All Defendants
(Violation of State Consumer Protection and Unfair Competition Statutes)

159. Plaintiffs incorporate by reference the allegations in the preceding paragraphs.

160. Defendants have engaged in unfair competition or unfair, unconscionable, deceptive, or fraudulent acts or practices in violation of the following state consumer protection and unfair competition statutes.

161. Defendants have violated Arkansas Code §§ 4-88-101 et seq.

162. Defendants have violated California Bus & Prof. Code §§ 17200 et seq.

163. Defendants have violated Florida Stat. §§ 501.201 et seq.

164. Defendants have violated Hawaii Rev. Stat. § 480-2 by engaging in unfair and deceptive acts and practices; excluding unfair competition as a basis for Defendants' violation of Hawaii Rev. Stat. § 480-2.

165. Defendants have violated Mass. Gen. Laws chapter 93A §§ 1 et seq.

166. Defendants have violated Nebraska Rev. Stat. §§ 59-1601 et seq.

167. Defendants have violated New Hampshire Rev. Stat. §§ 358-A:1 et seq.

168. Defendants have violated New Mexico Stat. Ann. §§ 57-12-1 et seq.

169. Defendants have violated S.C. Code Ann., §§ 39-5-10, et seq.

170. Defendants' intentional and purposeful anti-competitive acts described above, were intended to and did cause Plaintiffs to pay supracompetitive, artificially inflated prices for the DIPF purchased in the states listed above.

171. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and Class members have been injured in their business and property in that they paid more for DIPF than they otherwise would have paid in the absence of Defendants' unlawful conduct.

172. Plaintiffs and Class members are therefore entitled to all appropriate relief as provided for by the laws of the states listed above, including but not limited to, actual damages, injunctive relief, attorneys' fees, and equitable relief, such as restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits which may have been obtained by Defendants as a result of their unlawful conduct.

Fifth Claim For Relief
Plaintiffs and Damages Classes v. McWane and Star
(Violation of State Antitrust Statutes)

173. Plaintiffs incorporate by reference the allegations in the preceding paragraphs.

174. From at least as early as April 2009, McWane and Star engaged in a continuing contract, combination, or conspiracy with respect to the sale of Domestic DIPF in unreasonable restraint of trade and commerce and in violation of the various state statutes set forth below.

175. The contract, combination, or conspiracy consisted of an agreement among McWane and Star and their co-conspirators to fix, raise, stabilize, or maintain at artificially supra-competitive levels prices for Domestic DIPF in the United States.

176. In formulating and effectuating this conspiracy, Defendants and their co-conspirators performed acts in furtherance of the combination and conspiracy, including:

- a. participating in conversations and communications among themselves during which they agreed to price Domestic DIPF at certain levels; sell Domestic DIPF under certain restrictive and anti-competitive terms; and otherwise fix, increase, maintain, or stabilize prices paid by Plaintiffs and members of the Damages Classes with respect to Domestic DIPF sold in the United States; and
- b. participating in conversations and communications among themselves to implement, adhere to and police the unlawful agreements they reached.

177. Defendants and their co-conspirators engaged in the actions described above for the purpose of carrying out their unlawful agreements to fix, increase, maintain or stabilize prices and to unreasonably restraint trade and commerce with respect to DIPF.

178. Defendants' anti-competitive acts described above constitute violations of the state statutes that follow.

179. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Arizona Revised Statutes, §§ 44-1401, *et seq.*

180. Defendants have entered into an unlawful agreement in restraint of trade in violation of the California Business and Professions Code, §§ 16700, *et seq.*

181. Defendants have entered into an unlawful agreement in restraint of trade in violation of the District of Columbia Code Annotated, §§ 28-4501, *et seq.*

182. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Iowa Code, §§ 553.1, *et seq.*

183. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Kansas Statutes Annotated, §§ 50-101, *et seq.*

184. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Maine Revised Statutes, 10 M.R.S. §§ 1101, *et seq.*

185. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Michigan compiled Law Annotated, §§ 445.771, *et seq.*

186. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Minnesota Annotated Statutes, §§ 325D.49, *et seq.*

187. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Mississippi Code Annotated, §§ 75-21-1, *et seq.*

188. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Nebraska Revised Statutes, §§ 59-801, *et seq.*

189. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Nevada Revised Statutes Annotated, §§ 598A.010, *et seq.*

190. Defendants have entered into an unlawful agreement in restraint of trade in violation of the New Hampshire Revised Statutes, §§ 356:1, *et seq.*

191. Defendants have entered into an unlawful agreement in restraint of trade in violation of the New Mexico Statutes Annotated, §§ 57-1-1, *et seq.*

192. Defendants have entered into an unlawful agreement in restraint of trade in violation of the New York General Business Laws, § 340, *et seq.*

193. Defendants have entered into an unlawful agreement in restraint of trade in violation of the North Carolina General Statutes, §§ 75-1, *et seq.*

194. Defendants have entered into an unlawful agreement in restraint of trade in violation of the North Dakota Century Code, §§ 51-08.1-01, *et seq.*

195. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Oregon Revised Statutes, §§ 646.705, *et seq.*

196. Defendants have entered into an unlawful agreement in restraint of trade in violation of the South Dakota Codified Laws, §§ 37-1-3.1, *et seq.*

197. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Tennessee Code Annotated, §§ 47-25-101, *et seq.*

198. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Utah Code Annotated, §§ 76-10-911, *et seq.*

199. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Vermont Stat. Ann. 9 §§ 2453, *et seq.*

200. Defendants have entered into an unlawful agreement in restraint of trade in violation of the West Virginia Code, §§ 47-18-1, *et seq.*

201. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Wisconsin Statutes, §§ 133.01, *et seq.*

202. Plaintiffs and members of the Damages Classes in each of the above states have been injured in their business and property by reason of Defendants' unlawful combination, contract, conspiracy or agreement. Plaintiffs and members of the Damages Classes have paid more for DIPF than they otherwise would have paid in the absence of Defendants' unlawful conduct. This injury is of the type the laws of the above states were designed to prevent and flows from that which makes Defendants' conduct unlawful.

203. In addition, Defendants McWane and Star have profited significantly from the aforesaid conspiracy. Defendants' profits derived from their anti-competitive conduct come at the expense and detriment of Plaintiffs and the members of the Damages Classes.

204. Accordingly, Plaintiffs and the members of the Damages Classes in each of the above jurisdictions seek damages (including statutory damages where applicable), to be trebled or otherwise increased as permitted by a particular jurisdiction's applicable law, and costs of suit, including reasonable attorneys' fees, to the extent permitted by the above state laws.

Sixth Claim For Relief

Plaintiffs and Damages Classes v. McWane and Star
(Violation of State Consumer Protection and Unfair Competition Statutes)

205. Plaintiffs incorporate the allegations in the preceding paragraphs.

206. Defendants have engaged in unfair competition or unfair, unconscionable, deceptive, or fraudulent acts or practices in violation of the following state consumer protection and unfair competition statutes:

207. Defendants have violated Arkansas Code §§ 4-88-101 et seq.

208. Defendants have violated California Bus & Prof. Code §§ 17200 et seq.

209. Defendants have violated Florida Stat. §§ 501.201 et seq.

210. Defendants have violated Hawaii Rev. Stat. § 480-2 by engaging in unfair and deceptive acts and practices; excluding unfair competition as a basis for Defendants' violation of Hawaii Rev. Stat. § 480-2.

211. Defendants have violated Mass. Gen. Laws chapter 93A §§ 1 et seq.

212. Defendants have violated Nebraska Rev. Stat. §§ 59-1601 et seq.

213. Defendants have violated New Hampshire Rev. Stat. §§ 358-A:1 et seq.

214. Defendants have violated New Mexico Stat. Ann. §§ 57-12-1 et seq.

215. Defendants have violated North Carolina Gen. Stat. §§ 75-1.1 et seq.

216. Defendants have violated Rhode Island Gen. Laws §§ 6-13.1-1 et seq.

217. Defendants have violated S.C. Code Ann., §§ 39-5-10, et seq.

218. Defendants' intentional and purposeful anti-competitive acts described above, including, but not limited to, acts of collusion to set prices and the acts of price fixing, were intended to and did cause Plaintiffs to pay supracompetitive, artificially inflated prices for the DIPF purchased in the states listed above.

219. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and Class members have been injured in their business and property in that they paid more for DIPF than they otherwise would have paid in the absence of Defendants' unlawful conduct.

220. Plaintiffs and Class members are therefore entitled to all appropriate relief as provided for by the laws of the states listed above, including but not limited to, actual damages, injunctive relief, attorneys' fees, and equitable relief, such as restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits which may have been obtained by Defendants as a result of their unlawful conduct.

Seventh Claim For Relief

Plaintiffs and Damages Classes v. McWane and Sigma
(Violation of State Antitrust Statutes)

221. Plaintiffs incorporate by reference the allegations in the preceding paragraphs.

222. From at least as early as September 17, 2009, McWane and Sigma engaged in a continuing contract, combination, or conspiracy with respect to the sale of Domestic DIPF in unreasonable restraint of trade and commerce and in violation of the various state statutes set forth below.

223. The contract, combination, or conspiracy consisted of an agreement among McWane and Sigma and their co-conspirators to fix, raise, stabilize, or maintain at artificially supra-competitive prices, the price of Domestic DIPF in the United States.

224. In formulating and effectuating this conspiracy, Defendants and their co-conspirators performed acts in furtherance of the combination and conspiracy, including:

- a. participating in conversations and communications among themselves during which they agreed to price Domestic DIPF at certain levels; sell Domestic DIPF under certain restrictive and anti-competitive terms; restrict capacity of Domestic DIPF; and otherwise fix, increase, maintain, or prices paid by Plaintiffs and members of the Damages Classes with respect to Domestic DIPF sold in the United States; and
- b. participating in conversations and communications among themselves to implement, adhere to and police the unlawful agreements they reached.

225. Defendants and their co-conspirators engaged in the actions described above for the purpose of carrying out their unlawful agreements to fix, raise, maintain or stabilize prices and to allocate customers with respect to DIPF.

226. Defendants' anti-competitive acts described above constitute violations of the state statutes that follow.

227. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Arizona Revised Statutes, §§ 44-1401, *et seq.*

228. Defendants have entered into an unlawful agreement in restraint of trade in violation of the California Business and Professions Code, §§ 16700, *et seq.*

229. Defendants have entered into an unlawful agreement in restraint of trade in violation of the District of Columbia Code Annotated, §§ 28-4501, *et seq.*

230. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Iowa Code, §§ 553.1, *et seq.*

231. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Kansas Statutes Annotated, §§ 50-101, *et seq.*

232. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Maine Revised Statutes, 10 M.R.S. §§ 1101, *et seq.*

233. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Michigan compiled Law Annotated, §§ 445.771, *et seq.*

234. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Minnesota Annotated Statutes, §§ 325D.49, *et seq.*

235. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Mississippi Code Annotated, §§ 75-21-1, *et seq.*

236. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Nebraska Revised Statutes, §§ 59-801, *et seq.*

237. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Nevada Revised Statutes Annotated, §§ 598A.010, *et seq.*

238. Defendants have entered into an unlawful agreement in restraint of trade in violation of the New Hampshire Revised Statutes, §§ 356:1, *et seq.*

239. Defendants have entered into an unlawful agreement in restraint of trade in violation of the New Mexico Statutes Annotated, §§ 57-1-1, *et seq.*

240. Defendants have entered into an unlawful agreement in restraint of trade in violation of the New York General Business Laws, § 340, *et seq.*

241. Defendants have entered into an unlawful agreement in restraint of trade in violation of the North Carolina General Statutes, §§ 75-1, *et seq.*

242. Defendants have entered into an unlawful agreement in restraint of trade in violation of the North Dakota Century Code, §§ 51-08.1-01, *et seq.*

243. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Oregon Revised Statutes, §§ 646.705, *et seq.*

244. Defendants have entered into an unlawful agreement in restraint of trade in violation of the South Dakota Codified Laws, §§ 37-1-3.1, *et seq.*

245. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Tennessee Code Annotated, §§ 47-25-101, *et seq.*

246. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Utah Code Annotated, §§ 76-10-911, *et seq.*

247. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Vermont Stat. Ann. 9 §§ 2453, *et seq.*

248. Defendants have entered into an unlawful agreement in restraint of trade in violation of the West Virginia Code, §§ 47-18-1, *et seq.*

249. Defendants have entered into an unlawful agreement in restraint of trade in violation of the Wisconsin Statutes, §§ 133.01, *et seq.*

250. Plaintiffs and members of the Damages Classes in each of the above states have been injured in their business and property by reason of Defendants' unlawful combination, contract, conspiracy or agreement. Plaintiffs and members of the Damages Classes have paid more for DIPF than they otherwise would have paid in the absence of Defendants' unlawful conduct. This injury is of the type the laws of the above states were designed to prevent and flows from that which makes Defendants' conduct unlawful.

251. In addition, Defendants McWane and Sigma have profited significantly from the aforesaid conspiracy. Defendants' profits derived from their anti-competitive conduct come at the expense and detriment of Plaintiffs and the members of the Damages Classes.

252. Accordingly, Plaintiffs and the members of the Damages Classes in each of the above jurisdictions seek damages (including statutory damages where applicable), to be trebled or otherwise increased as permitted by a particular jurisdiction's applicable law, and costs of suit, including reasonable attorneys' fees, to the extent permitted by the above state laws.

Eighth Claim For Relief

Plaintiffs and Damages Classes v. McWane and Sigma
(Violation of State Consumer Protection and Unfair Competition Statutes)

253. Plaintiffs incorporate by reference the allegations in the preceding paragraphs.

254. Defendants have engaged in unfair competition or unfair, unconscionable, deceptive, or fraudulent acts or practices in violation of the following state consumer protection and unfair competition statutes.

255. Defendants have violated Arkansas Code §§ 4-88-101 et seq.

256. Defendants have violated California Bus & Prof. Code §§ 17200 et seq.

257. Defendants have violated Florida Stat. §§ 501.201 et seq.

258. Defendants have violated Hawaii Rev. Stat. § 480-2 by engaging in unfair and deceptive acts and practices; excluding unfair competition as a basis for Defendants' violation of Hawaii Rev. Stat. § 480-2.

259. Defendants have violated Mass. Gen. Laws chapter 93A §§ 1 et seq.

260. Defendants have violated Nebraska Rev. Stat. §§ 59-1601 et seq.

261. Defendants have violated New Hampshire Rev. Stat. §§ 358-A:1 et seq.

262. Defendants have violated New Mexico Stat. Ann. §§ 57-12-1 et seq.

263. Defendants have violated North Carolina Gen. Stat. §§ 75-1.1 et seq.

264. Defendants have violated Rhode Island Gen. Laws §§ 6-13.1-1 et seq.

265. Defendants have violated S.C. Code Ann., §§ 39-5-10, et seq.

266. Defendants' intentional and purposeful anti-competitive acts described above, including, but not limited to, acts of collusion to set prices and the acts of price fixing, were intended to and did cause Plaintiffs to pay supracompetitive, artificially inflated prices for the DIPF purchased in the states listed above.

267. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and members of the Damages Classes have been injured in their business and property in that they paid more for DIPF than they otherwise would have paid in the absence of Defendants' unlawful conduct.

268. Plaintiffs and members of the Damages Classes are therefore entitled to all appropriate relief as provided for by the laws of the states listed above, including but not limited to, actual damages, injunctive relief, attorneys' fees, and equitable relief, such as restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits which may have been obtained by Defendants as a result of their unlawful conduct.

Ninth Claim For Relief

Plaintiffs and Damages Classes v. McWane For Monopolization
(Violation of State Antitrust, Consumer Protection and Unfair Competition Statutes)

269. Plaintiffs incorporate by reference the allegations in the preceding paragraphs.

270. Defendant McWane, between September 2009 and the present has illegally maintained a monopoly in the Domestic DIPF market in violation of the following state antitrust, consumer protection and unfair competition statutes.

271. McWane has maintained a monopoly in domestic DIPF in violation of the Arizona Revised Statutes, §§ 44-1402, *et seq.*

272. McWane has maintained a monopoly in domestic DIPF in violation of the Arkansas Code, §§ 4-75-310 *et seq.*

273. McWane has maintained a monopoly in domestic DIPF in violation of the District of Columbia Code Annotated, §§ 28-4503, *et seq.*

274. McWane has maintained a monopoly in domestic DIPF in violation of the Florida Statutes, §§ 542.19, *et seq.*

275. McWane has maintained a monopoly in domestic DIPF in violation of the Hawaii Revised Statutes, §§ 480-9, *et seq.*

276. McWane has maintained a monopoly in domestic DIPF in violation of the Iowa Code, §§ 553.4, *et seq.*

277. McWane has maintained a monopoly in domestic DIPF in violation of the Maine Revised Statutes, 10 M.R.S. §§ 1102, *et seq.*

278. McWane has maintained a monopoly in domestic DIPF in violation of the Massachusetts General Laws, §§ 5 *et seq.*

279. McWane has maintained a monopoly in domestic DIPF in violation of the Michigan compiled Law Annotated, §§ 445.772, *et seq.*

280. McWane has maintained a monopoly in domestic DIPF in violation of the Minnesota Annotated Statutes, §§ 325D.52, *et seq.*

281. McWane has maintained a monopoly in domestic DIPF in violation of the Mississippi Code Annotated, §§ 75-21-3, *et seq.*

282. McWane has maintained a monopoly in domestic DIPF in violation of the Nebraska Revised Statutes, §§ 59-802, *et seq.*

283. McWane has maintained a monopoly in domestic DIPF in violation of the Nevada Revised Statutes Annotated, §§ 598A.060, *et seq.*

284. McWane has maintained a monopoly in domestic DIPF in violation of the New Hampshire Revised Statutes, §§ 356:3, *et seq.*

285. McWane has maintained a monopoly in domestic DIPF in violation of the New Mexico Statutes Annotated, §§ 57-1-2, *et seq.*

286. McWane has maintained a monopoly in domestic DIPF in violation of the New York General Business Laws, § 340, *et seq.*

287. McWane has maintained a monopoly in domestic DIPF in violation of the North Carolina General Statutes, §§ 75-2.1, *et seq.*

288. McWane has maintained a monopoly in domestic DIPF in violation of the North Dakota Century Code, §§ 51-08.1-02, *et seq.*

289. McWane has maintained a monopoly in domestic DIPF in violation of the Oregon Revised Statutes, §§ 646.730, *et seq.*

290. McWane has maintained a monopoly in domestic DIPF in violation of the Code of Laws of South Carolina, §§ 39-3-120 *et seq.*

291. McWane has maintained a monopoly in domestic DIPF in violation of the South Dakota Codified Laws, §§ 37-1-3.2, *et seq.*

292. McWane has maintained a monopoly in domestic DIPF in violation of the Utah Code Annotated, §§ 76-10-914, *et seq.*

293. McWane has maintained a monopoly in domestic DIPF in violation of the Vermont Stat. Ann. 9 §§ 2461c *et seq.*

294. McWane has maintained a monopoly in domestic DIPF in violation of the West Virginia Code, §§ 47-18-4, *et seq.*

295. McWane has maintained a monopoly in domestic DIPF in violation of the Wisconsin Statutes, §§ 133.03, *et seq.*

296. Defendant McWane's intentional and purposeful anti-competitive acts, described above, were intended to maintain its monopoly in the domestic DIPF market and caused Plaintiffs and members of the Damages Classes who purchased domestic McWane DIPF to pay supracompetitive, artificially inflated prices for McWane domestic DIPF purchased in the states listed above.

297. As a direct and proximate result of Defendant McWane's unlawful conduct, Plaintiffs and members of the Damages Classes have been injured in their business and property in that they paid more for McWane domestic DIPF than they otherwise would have paid in the absence of Defendant McWane's unlawful conduct.

298. Plaintiffs and members of the Damages Classes are therefore entitled to all appropriate relief as provided for by the laws of the states listed above, including but not limited

to, actual damages, injunctive relief, attorneys' fees, and equitable relief, such as restitution and/or disgorgement of all revenues, earnings, profits, compensation, and benefits which may have been obtained by McWane as a result of its unlawful conduct.

Tenth Claim For Relief
Plaintiffs and Damages Classes v. All Defendants
(Unjust Enrichment)

299. Plaintiffs incorporate by reference the allegations in the preceding paragraphs.

300. As a result of their unlawful conduct described above, Defendants have been unjustly enriched. Defendants have been unjustly enriched by the receipt of unlawfully inflated prices and unlawful profits on sales of DIPF.

301. Defendants have benefited from their unlawful acts and it would be inequitable for Defendants to be permitted to retain any of the ill-gotten gains resulting from the overpayments made by Plaintiffs or the members of the Damages Classes for DIPF.

302. Plaintiffs and the members of the Damages Classes are entitled to the amount of Defendants' ill-gotten gains resulting from their unlawful, unjust and inequitable conduct. Plaintiffs and the members of the Damages Classes are entitled to the establishment of a constructive trust consisting of all ill-gotten gains.

PRAYER FOR RELIEF

Accordingly, Plaintiffs respectfully request that:

A. The Court determine that this action may be maintained as a class action under Rule 23(a), (b)(2) and (b)(3) of the Federal Rules of Civil Procedure, and direct that reasonable notice of this action, as provided by Rule 23(c)(2) of the Federal Rules of Civil Procedure, be given to each and every member of the Classes, that Plaintiffs be appointed as representatives for the Classes, and that Plaintiffs' counsel be appointed Interim Lead Counsel for the Classes.

B. That the unlawful conduct, contract, conspiracy, or combination alleged herein be adjudged and decreed:

(a) An unreasonable restraint of trade or commerce in violation of Section 1 of the Sherman Act;

(b) A *per se* violation of Section 1 of the Sherman Act;

(c) An unlawful combination, trust, agreement, understanding or concert of action in violation of the state antitrust and unfair competition laws as set forth herein; and

(d) Unjust enrichment by Defendants as set forth herein.

C. Plaintiffs and the members of the Damages Classes recover damages, to the maximum extent allowed under such laws, and that a joint and several judgment in favor of Plaintiffs and the members of the Damages Classes be entered against Defendants in an amount to be trebled to the extent such laws permit;

D. Plaintiffs and the members of the Damages Classes recover damages, to the maximum extent allowed by such laws, in the form of restitution and/or disgorgement of profits unlawfully gained from them;

E. Defendants, their affiliates, successors, transferees, assignees and other officers,

directors, partners, agents, and employees thereof, and all other person acting or claiming to act on their behalf or in concert with them, be permanently enjoined and restrained from in any manner continuing, maintaining or renewing the conduct, contract, conspiracy or combination alleged herein, or from entering into any other contract, conspiracy or combination having a similar purpose or effect, and from adopting or following any practice, plan, program or device having a similar purpose or effect;

F. Plaintiffs and the members of the Damages Classes be awarded restitution, including disgorgement of profits Defendants obtained as a result of their acts of unfair competition and acts of unjust enrichment;

G. Plaintiffs and the members of the Damages Classes be awarded pre- and post-judgment interest as provided by law, and that such interest be awarded at the highest legal rate from and after the date of service of this Complaint;

H. Plaintiffs and the members of the Classes recover their costs of suit, including reasonable attorney's fees, as provided by law; and

I. Plaintiffs and members of the Classes have such other and further relief as the case may require and the Court may deem just and proper.

JURY DEMAND

Plaintiffs demand a trial by jury, pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, of all issues so triable.

DATED: July 11, 2012

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EXHIBIT A

LP-5091**Tyler Union C153 Mechanical Joint Fittings**

Size	UPCode 670610 Domestic	Ship Code	UPCode 670610 Non-Domestic	Ship Code	Less Accessories	With Accessories	Domestic Weight	Non-Domestic Weight
90° (1/4) MJ BEND								
3	072188	S	100058	S	105.00	159.00	18	22
4	072201	S	100133	S	108.00	172.00	25	24
6	072225	S	100218	S	170.00	254.00	45	40
8	072249	S	100294	S	251.00	347.00	63	59
10	072263	S	099895	S	387.00	515.00	81	91
12	072287	S	099970	S	514.00	658.00	114	121
14	072300	S	101871	S	909.00	1125.00	231	202
16	072324	S	101956	S	1148.00	1410.00	273	255
18	072348	S	102038	S	1570.00	1948.00	411	314
20	072362	S	102113	S	1905.00	2341.00	519	381
24	072386	S	102199	S	3014.00	3594.00	683	574
30	120193	N	355694	S	5115.00	6639.00	1139	930
36	120704	N	356233	S	7975.00	9873.00	1450	1450
42			120711	S	14286.00	17812.00		2381
48			120728	S	19050.00	23886.00		3175

45° (1/8) MJ BEND

3	072829	S	100034	S	90.00	144.00	17	19
4	072843	S	100119	S	90.00	154.00	22	20
6	072867	S	100195	S	140.00	224.00	36	33
8	072881	S	100270	S	200.00	296.00	55	47
10	072904	S	099871	S	289.00	417.00	74	68
12	072928	S	099956	S	425.00	569.00	101	100
14	072942	S	101857	S	707.00	923.00	153	157
16	072966	S	101932	S	882.00	1144.00	203	196
18	072980	S	102014	S	1165.00	1543.00	292	233
20	073000	S	102090	S	1375.00	1811.00	352	275
24	073024	S	102175	S	1995.00	2575.00	463	380
30	119869	N	355687	S	4290.00	5814.00	780	780
36	120735	N	356226	S	6243.00	8141.00	1135	1135
42			120742	S	10056.00	13582.00		1676
48			120759	S	13176.00	18012.00		2196

22½° (1/16) MJ BEND

3	073260	S	100010	S	57.00	111.00	16	12
4	073284	S	100096	S	86.00	150.00	20	19
6	073307	S	100171	S	128.00	212.00	31	30
8	073321	S	100256	S	196.00	292.00	46	46
10	073345	S	099857	S	281.00	409.00	66	66
12	073369	S	099932	S	370.00	514.00	80	87
14	073383	S	101833	S	716.00	932.00	136	159
16	073406	S	101918	S	846.00	1108.00	172	188
18	073420	S	101994	S	1155.00	1533.00	286	231
20	073444	S	102076	S	1460.00	1896.00	376	292
24	073468	S	102151	S	1922.00	2502.00	512	366
30	120254	N	355670	S	3658.00	5182.00	610	665
36	120766	N	356189	S	5280.00	7178.00	960	960
42			120773	S	8202.00	11728.00		1367
48			120780	S	10806.00	15642.00		1801



C153 Ductile Iron Compact Mechanical Joint Fittings

MJ COMPACT

UPL.09.02

Size (Inches)	Non-Domestic Item Code	Domestic Item Code	Less Accessory List Price	With Accessory List Price	Weight* (Lbs)	Crate Quantity
90° (1/4) MJ BEND						
2	MJB9002	MJB9002D	74.00	125.00	14	36
3	MJB9003	MJB9003D	105.00	159.00	19	80
4	MJB9004	MJB9004D	108.00	172.00	24	80
6	MJB9006	MJB9006D	170.00	254.00	39	36
8	MJB9008	MJB9008D	251.00	347.00	57	18
10	MJB9010	MJB9010D	387.00	515.00	89	8
12	MJB9012	MJB9012D	514.00	658.00	108	8
14	MJB9014	MJB9014D	909.00	1,125.00	200	2
16	MJB9016	MJB9016D	1,148.00	1,410.00	264	2
18	MJB9018	MJB9018D	1,570.00	1,948.00	333	
20	MJB9020	MJB9020D	1,905.00	2,341.00	393	
24	MJB9024	MJB9024D	3,014.00	3,594.00	548	
30	MJB9030	MJB9030D	5,115.00	6,639.00	960	
36	MJB9036	MJB9036D	7,975.00	9,873.00	1499	
42	MJB9042	MJB9042D	14,286.00	17,812.00	2205	
48	MJB9048	MJB9048D	19,050.00	23,886.00	2990	
45° (1/8) MJ BEND						
2	MJB4502	MJB4502D	67.00	118.00	13	36
3	MJB4503	MJB4503D	90.00	144.00	19	80
4	MJB4504	MJB4504D	90.00	154.00	20	80
6	MJB4506	MJB4506D	140.00	224.00	33	36
8	MJB4508	MJB4508D	200.00	296.00	46	27
10	MJB4510	MJB4510D	289.00	417.00	70	8
12	MJB4512	MJB4512D	425.00	569.00	86	8
14	MJB4514	MJB4514D	707.00	923.00	140	8
16	MJB4516	MJB4516D	882.00	1,144.00	202	4
18	MJB4518	MJB4518D	1,165.00	1,543.00	253	2
20	MJB4520	MJB4520D	1,375.00	1,811.00	302	
24	MJB4524	MJB4524D	1,995.00	2,575.00	392	
30	MJB4530	MJB4530D	4,290.00	5,814.00	783	
36	MJB4536	MJB4536D	6,243.00	8,141.00	1142	
42	MJB4542	MJB4542D	10,056.00	13,582.00	1610	
48	MJB4548	MJB4548D	13,176.00	18,012.00	2090	
22 1/2° (1/16) MJ BEND						
2	MJB2202	MJB2202D	74.00	125.00	9	
3	MJB2203	MJB2203D	57.00	111.00	16	50
4	MJB2204	MJB2204D	86.00	150.00	18	100
6	MJB2206	MJB2206D	128.00	212.00	32	48
8	MJB2208	MJB2208D	196.00	292.00	46	36
10	MJB2210	MJB2210D	281.00	409.00	64	12
12	MJB2212	MJB2212D	370.00	514.00	84	12
14	MJB2214	MJB2214D	716.00	932.00	148	8
16	MJB2216	MJB2216D	846.00	1,108.00	178	4
18	MJB2218	MJB2218D	1,155.00	1,533.00	254	2
20	MJB2220	MJB2220D	1,460.00	1,896.00	303	2
24	MJB2224	MJB2224D	1,922.00	2,502.00	400	2
30	MJB2230	MJB2230D	3,658.00	5,182.00	796	
36	MJB2236	MJB2236D	5,280.00	7,178.00	1160	
42	MJB2242	MJB2242D	8,202.00	11,728.00	1350	
48	MJB2248	MJB2248D	10,806.00	15,642.00	1760	



*Weights exclude accessories

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