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10 Attorneys for the United States

11 UNITED STATES DISTRICT COURT
12 WESTERN DISTRICT OF WASHINGTON
13 AT SEATTLE

14 UNITED STATES OF AMERICA,)	
)	
15 Plaintiff,)	Civil No. C75-837V
)	
16 v.)	Filed: July 29, 1977
)	Entered: <u>Oct. 31, 1977</u>
17 NORTHWEST COLLISION CONSULTANTS,)	
)	
18 Defendant.)	
)	

19 STIPULATION

20 It is stipulated by and between the undersigned parties,
21 plaintiff United States of America, and defendant, Northwest
22 Collision Consultants, by their respective attorneys, that:

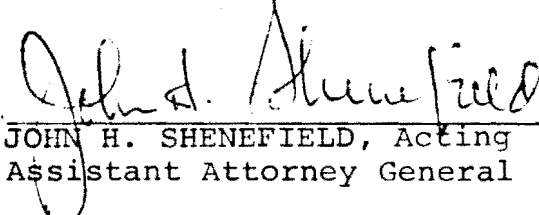
23 1. The parties consent that a final judgment in the form
24 hereto attached may be filed and entered by the Court upon
25 the motion of either party or upon the Court's own motion, at
26 any time after compliance with the requirements of the Anti-
27 trust Procedures and Penalties Act [15 U.S.C. §16] and without
28 further notice to any party or other proceedings, provided
29 that plaintiff has not withdrawn its consent which it may do
30 at any time before the entry of the proposed final judgment
31 by serving notice thereof on defendant and by filing that
32 notice with the Court.


2. In the event plaintiff withdraws its consent or if
the proposed Final Judgment is not entered pursuant to this

1 Stipulation, this Stipulation shall be of no effect whatever
2 and the making of this Stipulation shall be without prejudice
3 to plaintiff and defendant in this or any other proceeding.

4 Dated: July 29, 1977


5
6 FOR THE PLAINTIFF

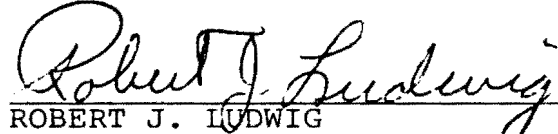
7 
8 JOHN H. SHENEFIELD, Acting
9 Assistant Attorney General

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8 JAMES E. FIGENSHAW

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11 WILLIAM E. SWOPE

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11 CHRISTOPHER S. CROOK

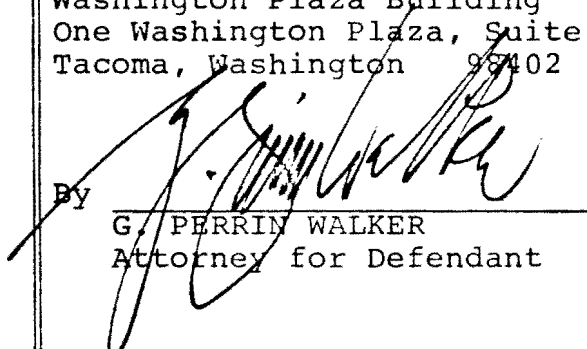
12 
13 CHARLES F. B. MCALEER

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13 ROBERT J. LUDWIG
14 Attorneys, Department of
15 Justice

16 /s/ Anthony E. Desmond
17 ANTHONY E. DESMOND
18 Attorneys, Department of Justice

19 FOR THE DEFENDANT

20 Kane, Vandenberg & Hartinger
21 Washington Plaza Building
22 One Washington Plaza, Suite 2100
23 Tacoma, Washington 98402

24 BY 
25 G. PERRIN WALKER
26 Attorney for Defendant
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,)
) Civil No. C75-837V
Plaintiff,)
)
v.) FINAL JUDGMENT
)
NORTHWEST COLLISION CONSULTANTS,)
) Filed: July 29, 1977
Defendant.) Entered: Oct. 31, 1977

Plaintiff, United States of America, having filed its complaint herein on December 3, 1975, and defendant, Northwest Collision Consultants, having appeared by its counsel, and both parties by their respective attorneys having consented to the making and entry of this Final Judgment without admission by any party in respect to any issue;

NOW, THEREFORE, before any testimony has been taken herein, without trial or adjudication of any issue of fact or law herein, and upon consent of the parties hereto, it is hereby

ORDERED, ADJUDGED AND DECREED, as follows:

I

This Court has jurisdiction over the subject matter of this action and of the parties hereto. The complaint states claims upon which relief may be granted against the

1 defendant under Section I of the Act of Congress of
2 July 2, 1890, as amended (15 U.S.C. §1), commonly known
3 as the Sherman Act.

4 II

5 As used in this Final Judgment:

6 (A) "Defendant" means defendant Northwest Collision
7 Consultants;

8 (B) "Person" means any individual, partnership,
9 corporation, association, firm, or any other business or
10 legal entity;

11 (C) "Parts" means any portion of an automobile except
12 the engine and its components;

13 (D) "Body repair job" means the application of new
14 or used parts and labor to the damaged bodies of automobiles
15 for the purpose of repairing them;

16 (E) "Hourly rate" means the time charge applied to
17 the length of time that each body repair job requires; and

18 (F) "Body repair shop" means any person engaged in
19 the performance and sale of a body repair job.

20 III

21 The provisions of this Final Judgment shall apply to
22 the defendant and to each of its officers, directors, agents,
23 employees, members, chapters, successors and assigns, and to
24 all other persons in active concert or participation with any
25 of them who receive actual notice of this Final Judgment by
26 personal service or otherwise.

27 IV

28 Defendant is enjoined and restrained from directly or
29 indirectly:

30 (A) Entering into, adhering to, maintaining, or
31 furthering any contract, agreement, understanding, plan, or
32 program, to fix, establish, or maintain (1) prices charged by

1 body repair shops in the performance and sale of body repair
2 jobs, (2) prices, discounts, markups, or other terms or
3 conditions at which new or used parts are sold by body repair
4 shops, (3) hourly rates charged by body repair shops, or (4)
5 profit margins utilized by body repair shops;

6 (B) Advocating, suggesting, urging, inducing,
7 compelling, or in any other manner influencing or attempting
8 to influence any person to use or adhere to (1) any price to
9 be charged by a body repair shop in the performance and sale
10 of a body repair job, (2) any price, discount, markup, or
11 other term or condition at which new or used parts are to
12 be sold by a body repair shop, (3) any hourly rate to be
13 charged by a body repair shop, or (4) any profit margin to
14 be utilized by a body repair shop;

15 (C) Policing, urging, coercing, influencing, or attempt-
16 ing to influence in any manner any body repair shop or any
17 other person, or devising or putting into effect any procedure
18 (including but not limited to picketing) the effect of which
19 is to fix, maintain, or stabilize (1) prices to be charged by
20 a body repair shop in the performance and sale of a body
21 repair job, (2) any price, discount, markup, or other term
22 or condition at which new or used parts are to be sold by a
23 body repair shop, (3) any hourly rate to be charged by a body
24 repair shop, or (4) any profit margin to be utilized by a
25 body repair shop; and

26 (D) Entering into, adhering to, maintaining or further-
27 ing, any contract, agreement, understanding, plan or program
28 with any other person not to accept or attempt to obtain any
29 body repair job.

30 V

31 Defendant is ordered and directed:

32 (A) Within 60 days after entry of this Final Judgment to

1 serve a copy of this Final Judgment together with a letter
2 identical in text to that attached to this Final Judgment as
3 Appendix A, upon each of those persons who are or have been
4 officers or members of defendant at any time since January 1,
5 1974;

6 (B) To serve a copy of this Final Judgment together
7 with a letter identical in text to that attached to this
8 Final Judgment as Appendix A, upon all of its future members
9 at such time as they become members;

10 (C) To collect from its members and hold until further
11 order of the Court any printed or written materials distributed
12 by defendant, including but not limited to the document
13 entitled "Projected Operating Costs," and without regard to
14 whether said materials are filled out or blank, which refer
15 in any manner to (1) any price charged or to be charged by a
16 body repair shop in the performance and sale of a body repair
17 job, (2) any price, discount, markup, or other term or condition
18 at which new or used parts are sold or are to be sold by a
19 body repair shop, (3) any hourly rate charged or to be charged
20 by a body repair shop, (4) any profit margin utilized or to be
21 utilized by a body repair shop, or (5) any cost of doing
22 business as a body repair shop; and

23 (D) To file with this Court and serve upon the plaintiff
24 within sixty (60) days after the date of entry of this
25 Final Judgment an affidavit as to the fact and manner of
26 compliance with subsections A and C of this Section V.

27 VI

28 (A) For the purpose of determining or securing compli-
29 ance with this Final Judgment, and for no other purpose,
30 any duly authorized representative of the Department of
31 Justice shall, upon written request of the Attorney General
32 or the Assistant Attorney General in charge of the Antitrust

1 Division, and on reasonable notice to defendant made to
2 its principal office, be permitted, subject to any legally
3 recognized privilege:

4 (1) Access during the office hours of
5 defendant to all books, ledgers, accounts, corre-
6 spondence, memoranda, and other records and
7 documents, in the possession or under the control
8 of defendant, relating to any matters contained
9 in this Final Judgment; and

10 (2) Subject to the reasonable convenience
11 of defendant and without restraint of inter-
12 ference from it, to interview officers, directors,
13 agents, partners, members, or employees of defendant,
14 who may have counsel present, regarding any such
15 matters.

16 (B) Defendant, upon the written request of the Attorney
17 General or the Assistant Attorney General in charge of the
18 Antitrust Division, shall submit such reports in writing with
19 respect to any of the matters contained in this Final Judgment
20 as may from time to time be requested.

21 No information obtained by the means provided in this
22 Section VI shall be divulged by any representative of the
23 Department of Justice to any person other than a duly
24 authorized representative of the Executive Branch of the
25 United States, except in the course of legal proceedings to
26 which the United States is a party, or for the purpose of
27 securing compliance with this Final Judgment, or as otherwise
28 required by law.

29 VII

30 Jurisdiction is retained by this Court for the purpose
31 of enabling any of the parties to this Final Judgment to
32 apply to this Court at any time for such further orders and

1 directions as may be necessary or appropriate for the
2 construction or carrying out of this Final Judgment, for the
3 modification of any of the provisions hereof, for the enforce-
4 ment of compliance therewith, and for the punishment of
5 violations thereof.

6 VIII

7 Entry of this Final Judgment is in the public interest.

8 Dated: October 31, 1977

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11 /s/ DONALD S. VOORHEES
12 United States District Judge
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APPENDIX A

Re: Final Judgment in United States v. Northwest Collision Consultants, Civil No. C75-837V

Dear Sir:

Enclosed herewith is a copy of a Final Judgment entered , 1977 in United States v. Northwest Collision Consultants, Civil No. C75-837V. The terms of the Final Judgment require that a copy of said Judgment as well as this letter be served upon you. You should read the terms of the Final Judgment carefully and note that you as a member of the association are bound by its provisions. The purpose of this letter is to enable you to better understand those provisions.

The essence and intent of the Final Judgment is that you should make your own pricing and profit decisions without consulting with any other body repair shop or organization of body repair shops. These decisions include not only the total cost or bottom line figure of body repair jobs, but also the cost of parts (including whether or not some discount is given), hourly rates, and profit margins. It is, for example, illegal and a violation of the terms of the Final Judgment to attempt to influence another person to utilize a particular margin in his body repair business. In this connection, you are directed to immediately return to this office all copies in your possession of any "Projected Operating Costs" sheets, whether or not these sheets have been filled out, and any other materials you have relating to the cost of doing business which have been distributed by this office.

DOI