

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA, :
 :
 : Plaintiff, :
 : Civil Action No.
 v. : 76 C 349 (ERN)
 :
 ANDREW CARLSON & SONS, INC.; : Filed; September 20, 1979
 W.D. BOCCARD & SONS, INC.; :
 and CARBRO INDUSTRIES, INC., : Entered: 5/23/80
 :
 : Defendants. :
- - - - -x

STIPULATION

It is stipulated by and between the undersigned parties, by their respective attorneys, that:

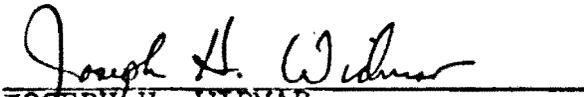
1. A Final Judgment in the form hereto attached may be filed and entered by the Court, upon the motion of any party or upon the Court's own motion, at any time after compliance with the requirements of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16, and without further notice to any party or other proceedings, provided that Plaintiff has not withdrawn its consent, which it may do at any time before the entry of the proposed Final Judgment by serving notice thereof on Defendants and by filing that notice with the Court.

2. In the event Plaintiff withdraws its consent or if the proposed Final Judgment is not entered pursuant to this Stipulation, this Stipulation shall be of no effect whatever and the making of this Stipulation shall be without prejudice to the Plaintiff and Defendants in this or any other proceeding.

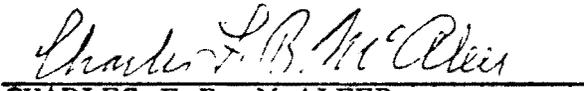
For the Plaintiff:


JOHN H. SHENEFIELD
Assistant Attorney General

/s/ Samuel London
SAMUEL LONDON


JOSEPH H. WIDMAR

/s/ Gary A. Kimmelman
GARY A. KIMMELMAN


CHARLES F.B. MCALEER

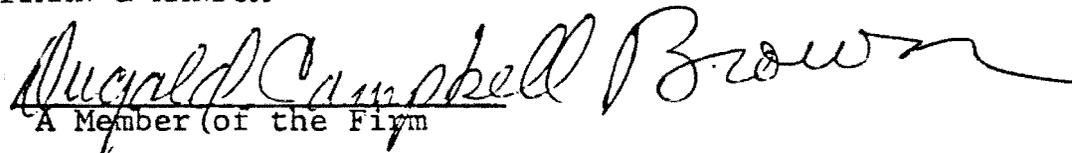
Attorneys, Department
of Justice

/s/ Ralph T. Giordano
RALPH T. GIORDANO

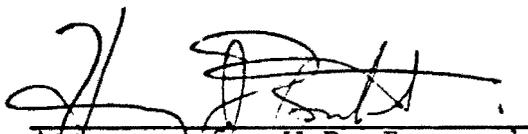
Attorneys, Department of Justice

FOR THE DEFENDANTS:

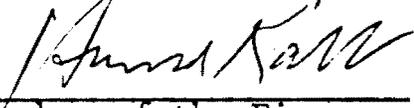
WHITMAN & RANSOM

By 
A Member (of the Firm)
Attorneys for Andrew Carlson & Sons, Inc.

HENRY J. BOITEL, ESQ.


Attorney for W.D. Boccard & Sons, Inc.

KALB, ROSENFELD & ESSIG, P.C.

By 
A Member of the Firm

Attorneys for Carbro Industires, Inc.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA, :

Plaintiff, :

v. :

Civil Action No. 76 C 349

ANDREW CARLSON & SONS, INC.; :
W.D. BOCCARD & SONS, INC.; and :
CARBRO INDUSTRIES, INC., :

Filed: September 20, 1979

Entered: 5/23/80

Defendants. :
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FINAL JUDGMENT

Plaintiff, United States of America, having filed its complaint herein on February 24, 1976, and defendants, by their respective attorneys having consented to the entry of this Final Judgment, without trial or adjudication of any issue of fact or law herein, and without this Final Judgment constituting evidence or admission by any party consenting hereto with respect to any such issue,

NOW, THEREFORE, before the taking of any testimony and without 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 herein and the parties hereto. The complaint states a claim against the defendants upon which relief may be granted under Section 1 of the Sherman Act, 15 U.S.C. §1.

II

As used in this Final Judgment:

(A) "Precast Concrete Products" means cylindrical structures such as drainage rings, storm water rings, solid rings and their related products such as flat slabs, domes, tops, footings, baffle walls and bottom slabs, all of which are used for the subsurface disposal of storm water and sanitary waste; and

(B) "Discount" means any percentage or other reduction from the regular or list prices charged by any of the defendant corporations.

III

The provisions of this Final Judgment shall apply to each defendant, its officers, directors, agents and employees and to each defendant's subsidiaries, affiliates, successors and assigns, and to each of their respective officers, directors, agents and employees, and to all other persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

IV

Each defendant is enjoined and restrained from directly or indirectly entering into, adhering to, maintaining, enforcing or claiming any right under any contract, agreement, combination, understanding, plan or program with any other person, directly or indirectly, to:

(A) Fix, determine, establish, maintain, raise, stabilize, or adhere to prices, discounts or other terms or conditions for the sale of precast concrete products to any third person; or

(B) Fix, determine, establish, maintain, raise, stabilize, or adhere to any charge for the delivery of precast concrete products to any third person.

Each defendant is enjoined and restrained from:

(A) Communicating to or exchanging with any other person engaged in the manufacture, distribution, or sale of precast concrete products, any information concerning any actual or proposed price, price change, discount, delivery charge, or other term or condition of sale at which precast concrete products are to be, or have been sold by said defendant;

(B) Requesting or receiving from any other person engaged in the manufacture, distribution, or sale of precast concrete products information of a type which said defendant could not communicate to such other manufacturer or distributor of precast concrete products without violating paragraph (A) of this Section V.

VI

Each defendant is ordered and directed:

(A) Within sixty (60) days from the entry of the Final Judgment to (1) deliver a copy of this Final Judgment to each of its officers, directors, agents and employees who have any responsibility for establishing prices, discounts or other terms or conditions for the sale of precast concrete products by such defendant, and (2) obtain a written statement from each such person evidencing his receipt of the Final Judgment, such statement to be retained in the files of the President of each defendant;

(B) To deliver a copy of this Final Judgment to each successor officer and director, and each successor employee having any responsibility for the sale of precast concrete products by such defendant;

(C) Within sixty (60) days from the entry of the Final Judgment to have its attorney explain the provisions of the Final Judgment to each of its officers, directors, agents and employees

who have any responsibility for establishing prices, discounts or other terms or conditions for the sale of precast concrete products; and

(D) Within ninety (90) days after the entry of this Final Judgment, to file with this Court and to mail to the plaintiff an affidavit setting forth the fact and manner of compliance with paragraph (A) of this Section VI.

VII

(A) For the purpose of determining or securing compliance with this Final Judgment, any duly authorized representative of the Department of Justice shall, on written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to any defendant made to its principal office, be permitted, subject to any legally recognized privilege:

- (1) Access during the office hours of such defendant to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of such defendant, who may have counsel present, relating to any matters contained in this Final Judgment; and
- (2) Subject to the reasonable convenience of such defendant and without restraint or interference from it, to interview officers, directors, agents, partners or employees of such defendant, who may have counsel present, regarding any such matters.

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

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

If at any time information or documents are furnished by a defendant to plaintiff, such defendant represents and identifies in writing the material in any such information or documents which is of a type described in Rule 26(c)(7) of the Federal Rules of Civil Procedure, and said defendant marks each pertinent page of such material, "Subject to claim of protection under the Federal Rules of Civil Procedure," then 10 days notice shall be given by plaintiff to such defendant prior to divulging such material in any legal proceeding (other than a Grand Jury proceeding) to which the defendant is not a party.

VIII

Nothing contained in this Final Judgment shall apply to any necessary negotiation or communication between a defendant and any other defendant or any other manufacturer or seller of precast concrete products or any of their agents, brokers, distributors or representatives whose sole purpose is a proposed or actual bona fide purchase or sale.

IX

Jurisdiction of this action is retained by this Court for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the modification of any of the provisions thereof, and for the enforcement of compliance therewith, and for the punishment of violations thereof.

X

This Final Judgment will expire on the Tenth Anniversary of the date of its entry.

XI

Entry of this Final Judgment is in the public interest.

Dated:

/s/ Judge Edward R. Neaher

UNITED STATES DISTRICT JUDGE