

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 v. ) CIVIL ACTION  
 ) NO. 59 C 163  
 BRUNSWICK-BALKE-COLLENDER )  
 COMPANY ET AL., )  
 )  
 Defendants. )

FINAL JUDGMENT

The plaintiff, United States of America, having filed its complaint herein on July 30, 1959 and the defendants having appeared herein, and the plaintiff and the defendant Fred H. Corray by their respective attorneys having severally consented to the entry of this Final Judgment:

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

ORDERED, ADJUDGED AND DECREED as follows:

I

This Court has jurisdiction of the subject matter of this action and of the parties hereto. The complaint states claims upon which relief may be granted against the defendants under Sections 1 and 2 of the Act of Congress of July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," commonly known as the Sherman Act, as amended.

II

As used in this Final Judgment:

(A) "Persons" shall mean any individual, partnership, firm, association, corporation, or other legal or business entity;

(B) "Folding gymnasium bleachers" shall mean a series of tiered, bench like seats, capable of being folded or rolled out, used for seating at athletic, theatrical, or other events;

(C) "Bid" shall mean any offer for the sale of folding gymnasium bleachers made pursuant to an invitation therefor extended to more than one manufacturer or distributor of folding gymnasium bleachers.

### III

The provisions of this Final Judgment applicable to any defendant shall apply also to the directors, officers, agents, servants, employees, subsidiaries, successors, and assigns of such defendant, and to all persons in active concert or participation with such defendant who shall have received actual notice of this Final Judgment by personal service or otherwise.

### IV

Defendant Fred H. Corray is enjoined and restrained from directly or indirectly:

(A) Collecting from, or circulating, reporting, or recommending to any manufacturer or distributor of folding gymnasium bleachers any costs or averaged cost of manufacture or sale of folding gymnasium bleachers or any formula for computing any such costs;

(B) Recommending or urging, or attempting to recommend or urge, prices for the sale of folding gymnasium bleachers;

(C) Contributing to or participating in any program resulting in the dissemination of information concerning or relating to estimates, predictions, or otherwise of the amount of future sales of folding gymnasium bleachers by any individual manufacturer thereof.

### V

The defendant is individually and severally enjoined and restrained from:

(A) Urging or suggesting, or attempting to urge or suggest, to any manufacturer of folding gymnasium bleachers any price, bid, quotation, discount, allowance, standards of design, or other terms or conditions to be used by such manufacturer in the sale of folding gymnasium bleachers;

(B) Entering into, adhering to, maintaining, or claiming any rights under any contract, combination, agreement, understanding, plan, or program with any manufacturer of folding gymnasium bleachers or any association or central agency of or for such manufacturer to fix, determine, establish or maintain prices, bids, quotations, pricing methods, discounts, allowances, or other terms or conditions of sale of folding gymnasium bleachers;

(C) Circulating to or exchanging with any manufacturer of folding gymnasium bleachers by means of an association of manufacturers or otherwise any price lists or price quotations applicable to folding gymnasium bleachers in advance of the general publication, circulation or communication of price lists or price quotations to customers and dealers;

(D) Circulating, exchanging, or using in any manner any price list or purported price list, or making any bid containing or purporting to contain any prices or terms for the sale of folding gymnasium bleachers, which have not been arrived at or determined by such defendant;

(E) Disclosing to or exchanging with any manufacturer of folding gymnasium bleachers the amount or other terms or conditions of any folding gymnasium bleacher bid prior to the award of the bid or prior to the disclosure of such information by the prospective customer;

(F) Being a member of or contributing anything of value to, or participating in the activities of any association or central agency of or for manufacturers of folding gymnasium bleachers with knowledge that its activities are inconsistent with any of the provisions of this Final Judgment, or which purports to test or certify compliance with any safety standards for folding gymnasium bleachers.

## VI

The defendant is individually and severally enjoined and restrained from combining or conspiring or from entering into, adhering to, maintaining, or furthering directly or indirectly any contract, agreement, understanding, plan, or program with any defendant or any person engaged in the manufacture of folding gymnasium bleachers, or any association or central agency of or for such persons, to:

(A) Refuse to submit a bid for the sale of folding gymnasium bleachers or to submit a collusive bid therefor;

(B) Allocate territories, customers or markets, or proportionate shares thereof, for the sale of folding gymnasium bleachers;

(C) Refrain from competing in the sale of folding gymnasium bleachers in any market, territory, or sale.

## VII

Nothing contained in this Final Judgment shall be deemed to prohibit any defendant from participating with other manufacturers of folding gymnasium bleachers to promulgate safety standards for folding gymnasium bleachers, or from urging the support and adoption of legislation or any other governmental regulation for safety features in the construction of folding gymnasium bleachers.

## VIII

For the purpose of securing compliance with this Final Judgment, duly authorized representatives of the Department of Justice, on written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice given to the defendant at his principal office, shall be permitted, subject to any legally recognized privilege, (a) access during the office hours of such defendant and the right to copy or reproduce all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or control of such defendant relating to any of the matters contained in this Final Judgment, and (b) subject to the reasonable convenience of such defendant and without restraint

or interference, to interview officers and employees of such defendant who may have counsel present regarding any such matters. Upon such written request of the Attorney General or Assistant Attorney General in charge of the Antitrust Division, the signatory defendant shall submit such written reports with respect to any of the matters contained in this Final Judgment as from time to time may be necessary for the purpose of enforcement of this Final Judgment. No information obtained by the means permitted in this Section VIII 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 plaintiff except in the course of legal proceedings for the purpose of securing compliance with this Final Judgment in which the United States is a party or as otherwise required by law.

IX

Jurisdiction of this Court is retained 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 or termination of any of the provisions herein, for the enforcement of compliance therewith, and punishment of violations thereof.

s/ Robert E. Tehan  
ROBERT E. TEHAN  
Chief Judge  
United States District Court

Dated: June 19, 1961

We hereby consent to the making and entry of the foregoing  
Final Judgment.

---

LEE LOEVINGER  
Assistant Attorney General

---

EARL A. JINKINSON

---

FRANCIS C. HOYT

---

WILLIAM D. KILGORE, JR.

---

JOSEPH E. PAIGE

---

BADDIA J. RASHID

Attorneys, Department of Justice

Attorneys, Department of Justice

Room 404, United States Courthouse  
Chicago 4, Illinois  
Webster 9-2395

---

JOHN T. CHADWELL

---

GLENN W. MCGEE

Snyder, Chadwell, Keck, Kayser  
& Ruggles  
135 South LaSalle Street  
Chicago 3, Illinois

Attorneys for: Fred H. Corray