

UNITED STATES-DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	Civil Action No. 7976
)	
v.)	Filed: January 25, 1978
)	
LEGGETT & PLATT, INCORPORATED,)	Entered: June 7, 1978
)	
Defendant.)	

FINAL JUDGMENT

Plaintiff, United States of America, having filed its Complaint herein on May 18, 1971; Defendant, Leggett & Platt, Incorporated, having filed its Answer denying the substantive allegations of the Complaint; and the parties, by their respective attorneys, having consented to the entry of this Final Judgment without trial or adjudication of or finding on any issues of fact or law herein and without this Final Judgment constituting any evidence against or admission by any party in respect to any issue of fact or law herein;

NOW, THEREFORE, without any testimony having been taken herein, and without trial or adjudication of or finding on 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 of the subject matter hereof and the parties hereto. The Complaint states claims

upon which relief may be granted against the Defendant under Section 7 of the Clayton Act.

II

As used in this Final Judgment:

(A) "Leggett & Platt" means the Defendant, a Missouri corporation, and its subsidiaries and divisions or any of them, and any successors or assigns.

(B) "Greeno" means Leggett & Platt's interest in the manufacturing assets and facilities listed on Exhibit A.

(C) "Innerspring" means a non-upholstered wire unit which consists, essentially, of a number of connected high carbon steel coil springs tied together with and in a border of high carbon steel wire and which is used in the bedding industry.

(D) "Boxspring" means a non-upholstered wire unit which consists, essentially, of a number of connected high carbon steel coil springs tied together with and in a border of low carbon steel wire and which is used in the bedding industry. Boxsprings may be either mounted in a wood frame or unmounted.

(E) "Person" means any individual, partnership, firm, corporation, association, or any other business or legal entity.

III

The provisions of this Final Judgment applicable to the Defendant, Leggett & Platt, shall apply also to its officers,

directors, agents and employees, and to its subsidiaries, successors and assigns, and to any person in active concert or participation with any of them who receives actual notice of this Final Judgment by personal service or otherwise.

IV

(A) Leggett & Platt is ordered and directed to sell Greeno. Such sale shall be made within thirty (30) months as provided in this Section IV.

(B) For twelve (12) months from the date of entry of this Final Judgment, Leggett & Platt shall actively and in good faith attempt to sell Leggett & Platt's interest in Greeno.

(C) If Greeno has not been sold within twelve (12) months from the date of entry of this Final Judgment, the Court shall appoint a Trustee to effect the sale, who shall serve at the cost and expense of Leggett & Platt. Leggett & Platt shall place its interest in Greeno in the control of a Trustee promptly after the Trustee's appointment by this Court. The Trustee shall have full authority to dispose of such interest in accordance with the provisions of this Final Judgment. The Trustee shall be governed in all matters hereunder by standards of reasonableness. Leggett & Platt shall fully cooperate with the Trustee in the performance of Trustee's duties hereunder.

(D) Leggett & Platt and thereafter the Trustee shall use their best efforts to sell Greeno to a person (i) which intends to operate Greeno as a going business for the manufacture of innersprings and boxsprings and for the sale of such products to parties independent of such person and (ii) which is deemed suited to increase competition in the sale of such products.

(E) If such a purchaser for Greeno is not found within twenty-four (24) months from entry of this Final Judgment, the Trustee shall sell the assets of Greeno individually or collectively for the best obtainable price.

(F) The sale shall be for cash or cash equivalent and, when made, shall be absolute and unqualified. Thereafter Leggett & Platt shall have no interest in or liability (contingent or otherwise) as to Greeno.

(G) Not less than sixty (60) days prior to the closing date of any proposed sale made pursuant to Section IV, Leggett & Platt or Trustee, whichever is then acting, shall notify Plaintiff and, if the Trustee is acting, Leggett & Platt in writing of the proposed sale. The notice shall set forth the details of the proposed transaction. Within thirty (30) days thereafter, Plaintiff may request supplementary information concerning the proposed sale. Within thirty (30) days after the receipt of the notice or within thirty (30) days after receipt of the supplementary information, Plaintiff shall notify Leggett & Platt and the Trustee, if then acting, in writing if Plaintiff objects to the proposed sale. Upon objection by the Plaintiff, the proposed sale shall not be consummated unless approved by the Court. If the Trustee is acting, the Court shall provide the Defendant with the opportunity for a hearing on the proposed sale should the Defendant raise an objection within thirty (30) days after Trustee has furnished Defendant notice of the sale.

(H) Leggett & Platt and Trustee, after appointment, shall furnish to any bona fide prospective purchaser all

information regarding the business of Greeno which is reasonably necessary and shall permit such prospective purchaser to inspect Greeno, provided that any information so obtained shall be held in confidence, not used for commercial purposes, and used only by the prospective purchaser to evaluate the merits of the proposed acquisition. If necessary, Leggett & Platt may request the Court to issue an appropriate protective order.

V

During the first twelve (12) months after the entry of this Final Judgment, Defendant shall cause reports to be submitted every sixty (60) days to the United States Assistant Attorney General in charge of the Antitrust Division ("Assistant Attorney General") outlining in detail the efforts made to comply with the provisions of Section IV above and setting forth the names and addresses of all persons who have made an offer to acquire Greeno, together with the terms and conditions of such offer. Thereafter, within the time specified by Section IV above, Trustee shall cause such reports to be submitted every sixty (60) days, or as requested by either party, to the Assistant Attorney General and to Leggett & Platt.

VI

For a period of ten (10) years from the date of entry of this Final Judgment, Leggett & Platt shall not acquire any of the assets (except goods or merchandise acquired in the normal course of business), stock or share capital of,

or merge with, a person located in the United States and engaged in the manufacture and sale of innersprings or boxsprings to parties independent of such person, unless it first obtains the consent of Plaintiff or the approval of this Court.

VII

(A) For the purpose of securing or determining compliance with this Final Judgment:

(1) Duly authorized representatives 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 the Defendant made to its principal office, be permitted, subject to any legally recognized privilege:

- (a) Access during the office hours of Defendant, who may have counsel present, to inspect and copy all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of Defendant which relate to any matters contained in this Final Judgment; and
- (b) Subject to the reasonable convenience of Defendant and without restraint or

interference from it, to interview officers, directors, agents, servants, or employees of Defendant, who may have counsel present, regarding any such matters.

(2) Defendant, upon written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division made to its principal office, shall submit such reports in writing, under oath if requested, with respect to any of the matters contained in this Final Judgment as may from time to time be requested.

(B) No information or documents obtained by the means provided for 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.

(C) If at the time information or documents are furnished by the Defendant to Plaintiff, the 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 the Defendant marks each pertinent page of such material, "Subject to Claim of Protection under the Federal Rules of Civil Procedure," then ten (10) days notice shall be given by Plaintiff to Defendant prior to divulging such material in any legal proceedings (other than a Grand Jury proceeding) to which Defendant is not a party.

VIII

Jurisdiction of this cause is retained by the 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 or 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 the punishment of violations thereof.

IX

Entry of this Final Judgment is in the public interest.

/s/ CARL B. RUBIN

UNITED STATES DISTRICT JUDGE

Dated: June 7, 1978

EXHIBIT A

(1) EQUIPMENT (LEASED OR OWNED)

HEAVY COILING DEPT.

4 Wells Single End Automatic Coilers
2 Wunderlich Single End Automatic Coilers
1 Wells Straighten & Cut Machines 21'
1 Wells Straighten & Cut Machines 21' (Spare)
1 Greeno Hydraulic Frame Bender

CRIMPING DEPT.

2 Link Making Machines with Paper Roll
7 Wells Single Stroke Crimper
1 With Eyer Attachment
1 Bock Automatic Crimper, Dropper & Eyer
3 Wells Weaving Helical Machines with Heat
Treat Attach.
1 Wells Weaving Helical Machines with Heat
Treat Attach. (Spare)
4 Greeno Weaving Helical Machines with
Heat Treat Attach.
2 Bock Automatic Sequence Crimpers & Eyers

(SIMPLEX) BOX SPRING ASSEMBLY DEPT.

21 Sets Assembly Tables (2 per set) Assembly
& Stock Table
6 Clip & Wrap Air Gun Stations with Table
1 Electric Butt Welder

PRESS & FURNITURE FRAME DEPT.

2 Ingersoll-Rand Horizontal Water Cooled
Compressors
1 Electric Fork Lift Trucks (3000# & 4000# cap.)
2 Electric Fork Lift Trucks (3000# & 4000# cap.)
(Worn Out)

EXHIBIT A

OFFSET EQUIPMENT

12 Greeno OST Assembly Tables with Wunderlich
Coilers attached
8 Wunderlich Double End Automatic Coilers
(not attached) (Spares)
8 Greeno OST Assembly Tables (Spares)
1 Special-Hand Assembly Table with Helical Former
3 Cut & Clinch Tables - Air Operated
7 Border Wire Framing Tables with Helical Former
6 Inspection Tables
2 Spring Crating Presses

BONNELL EQUIPMENT

4 Anderson Assembly Tables with Wells D.E.
Auto Coilers Attached
5 Anderson Assembly Tables with Wunderlich
D.E. Auto Coilers Attached
2 Wells Assembly Tables with Wunderlich
D.E. Auto Coilers Attached
2 Johnson Assembly Tables with Wells D.E.
Auto Coilers Attached
3 Anderson Type Helical Formers with Greeno
Heat Treat. Attach.
3 Border Wire Framing Tables with Helical Former
4 Inspection Tables
2 Bock Spring Crating Presses
1 Ingersoll-Rand Air Cooled Air Compressor
1 Cushion Baling Press
3 Wells D.E. Automatic Coilers (Spares)

EXHIBIT A

(2) LEASED REAL ESTATE

(A) Main Building

The building leased to Leggett & Platt, Inc. by The J. R. Greeno Company on or about January 1, 1969 and known as the Main Building and presently used for the manufacturing of springs, and located on the south side of Ellis Street in the City of Cincinnati, County of Hamilton, and State of Ohio.

(B) Bonnell Building

The building leased to Leggett & Platt, Inc. by The J. R. Greeno Company on or about January 1, 1969 and known as the Bonnell Building and presently used as a warehouse, and located on the north side of Ellis Street in the City of Cincinnati, County of Hamilton, and State of Ohio.