

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,
Plaintiff

v.

CIVIL ACTION

NATIONAL FOOTBALL LEAGUE, CHICAGO BEARS
FOOTBALL CLUB, INC., CHICAGO CARDINALS
FOOTBALL CLUB, INC., CLEVELAND BROWNS,
INC., DETROIT FOOTBALL COMPANY, GREEN
BAY PACKERS, INC., LOS ANGELES RAMS
FOOTBALL CLUB, NEW YORK FOOTBALL GIANTS,
INC., JOSEPH M. "TED" COLLINS, doing
business as NEW YORK YANKS, THE PHILADELPHIA
EAGLES, INC., PITTSBURGH STEELERS SPORTS,
INC., PRO-FOOTBALL, INCORPORATED, and
SAN FRANCISCO '49ers,
Defendants

NO. 12808

FINAL JUDGMENT

This cause having come on for hearing before this Court, testimony having been duly taken, written briefs of counsel for plaintiff and defendants having been filed, proposed findings of fact and conclusions of law having been filed in writing by plaintiff and defendants, the Court having considered the same and having filed, on November 12, 1953, a written opinion herein containing the Court's findings of facts and conclusions of law, now, therefore, it is by the Court this 28th day of December, 1953.

ORDERED, ADJUDGED AND DECREED as follows:

I

The Court has jurisdiction of the subject matter hereof and of all parties hereto. The complaint states a cause of action against the defendants, and each of them, under Sections 1 and 3 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

For the purposes of this judgment:

(a) the "home territory" of a member club of the National Football League means that area within 75 miles of the league city represented by such club and where league cities are within 100 miles of each other, then half the distance between the two cities, except in the case of Green Bay Packers, Inc., whose "home territory" includes, in addition, the entire county of Milwaukee, Wisconsin;

(b) the term "defendants" means the National Football League, Chicago Bears Football Club, Inc., Chicago Cardinals Football Club, Inc., Cleveland Browns, Inc., Detroit Football Company, Green Bay Packers, Inc., Los Angeles Rams Football Club, New York Football Giants, Inc., The Philadelphia Eagles, Inc., Pittsburgh Steelers Sports, Inc., Pro-Football, Incorporated, and San Francisco '49ers;

(c) the term "club defendants" means all of the defendants named in subparagraph (b) of this section except the defendant National Football League;

(d) the term "league defendant" means the defendant National Football League;

(e) the term "games" means regular season and exhibition professional football games between member clubs of the defendant National Football League; it does not include conference play-off games or the "World Professional Football Championship Game" between the first place clubs in the two conferences of the National Football League.

III

The provisions of this Final Judgment applicable to any defendant shall apply to such defendant, his or its officers, directors, agents, employees, subsidiaries, successors and assigns, partner or partners, actual or nominal and to those persons in active concert or participation with any defendant who receive actual notice of this Final Judgment by personal service or otherwise...

IV

The defendants have violated Sections 1 and 3 of the Sherman Act by agreeing to adopt and to observe and by adopting and observing the By-Laws of the National Football League whereby they have agreed (a) that no member club of the National Football League will permit the radio broadcast of a game in which it is engaged within the home territory of any other member club, without the consent of such other club, on a day when such other club is engaged in playing a game at home or is engaged in playing a game away from home, and causing or permitting the telecast or broadcast of that game within its home territory, and (b) that no member club of the National Football League will permit the telecast of a game in which it is engaged within the home territory of any other member club, without the consent of such other club, on a day when such other club is engaged in playing a game away from home, and causing or permitting the telecast or broadcast of that game within its home territory.

V

The defendants are jointly and severally restrained and enjoined from directly or indirectly entering into, enforcing, adhering to, or furthering any contract, agreement, or understanding with the league defendant or any member club of the league defendant, through league By-Laws or otherwise, having the purpose or effect of restricting the areas within which broadcasts or telecasts of games participated in by member clubs of the National Football League may be made; provided, however, that nothing contained in this Final Judgment shall be construed to prevent the observance by defendants of any provisions of existing By-Laws, or the adoption or observance of amended By-Laws, which restrict or prevent the telecasting of a game within the home territory of a club, not participating in such game, without the consent of such club, on a day when such club is playing a game within its home territory; and provided further, that nothing contained in this Final Judgment shall be construed to prohibit an agreement solely between the two clubs

participating in any game (a) that such game shall or shall not be broadcast or telecast or (b) establishing the terms or conditions under which the rights to broadcast or telecast such game shall be sold.

VI

The league defendant is restrained and enjoined from refusing or failing to approve any contract for the sale of radio and television rights by any member club of said league where the purpose of such refusal, or failure to approve such contract, in whole or in part, express or implied, is to restrict the areas in which broadcasts or telecasts of any National Football League games may be made; provided, however, that nothing contained in this Final Judgment shall be construed to prevent the enforcement by the league defendant of valid By-Laws of the National Football League which restrict or prevent the telecasting of a game within the home territory of a club not participating in such game, without the consent of such club, on a day when such club is playing a game within its home territory, or which apportions the radio and television rights to a game as between the home and visiting clubs.

In any proceeding involving this section of this Final Judgment the burden shall be on the defendants named in such proceeding to establish to the satisfaction of the Court that the league defendant has acted in conformity with the provisions of this paragraph.

VII

The defendants are jointly and severally ordered and directed to take all steps necessary to make the governing By-Laws, rules, regulations, and membership conditions of the league defendant conform to the provisions of this Final Judgment; and every governing By-Law, rule, regulation or membership condition of the league defendant inconsistent with any provision of this Final

Judgment is hereby declared illegal, null and void.

VIII

Except as otherwise provided in Section V of this Final Judgment, the club defendants are jointly and severally restrained and enjoined from entering into, enforcing, adhering to, or furthering any contract, agreement or understanding with each other which provides that broadcasts or telecasts of any game will not be sold to any particular person, firm or corporation, except for a lawful reason.

IX

The league defendant is ordered and directed to require as a condition of membership therein that each future member of said League consent to be bound by the provisions of this Final Judgment and for that purpose to submit to the jurisdiction of this Court.

The defendants shall notify the Commissioner of the National Football League of the provisions of this Final Judgment and shall furnish him with a copy thereof within ten days of the entry of this Final Judgment.

XI

For the purpose of securing compliance with this Final Judgment, duly authorized representatives of the Department of Justice shall upon 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 such defendant, to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the 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 from

It, to interview officers and employees of such defendant, who may have counsel present, regarding any such matters.

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

XII

The petition of plaintiff for relief in addition to that provided for in this Final Judgment is denied.

XIII

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

XIV

This judgment shall not go into effect until sixty (60) days from the date of entry hereof.

/s/ Allan K. Grims
Judge

Dated: December 28, 1953.