

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
vs.)	Civil No. 38703
)	
BLUE DIAMOND CORPORATION,)	
et al.)	
)	
Defendants.)	

FINAL JUDGMENT

The plaintiff, United States of America, having filed its complaint herein on November 23, 1959; and the consenting defendants having appeared by their respective attorneys and having filed their answers to the complaint denying its substantive allegations and any violations of law; and the plaintiff and the consenting defendants by their respective attorneys having severally consented to the entry of this Final Judgment without admission by any party with respect to any issue herein, and the Court having considered the matter and being duly advised:

NOW, THEREFORE, before any testimony has been taken herein, and upon the consent of the plaintiff and consenting defendants hereto,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

I

This Court has jurisdiction of the subject matter of this action and of the plaintiff and consenting defendants hereto. The complaint states a claim for relief against the consenting defendants under section 1 of the Act of Congress of July 2, 1890, c. 647, 26 Stat. 209 (15 U.S.C. Sec. 1).

II

A As used herein,

(a) "Consenting defendant fabricators" means Blue Diamond Corporation, Ceko Steel Products Corporation, Herrick Iron Works, F. A. Klinger, Inc., Meehleis Steel Co., Pittsburgh-Des Moines Steel Company, Rutherford & Skoubye, Inc. of Los Angeles, Joseph T. Ryerson & Son, Inc., San Jose Steel Company, Inc., Soule' Steel Company, and Gilmore-Skoubye Steel Contractors.

(b) "Association" means the consenting defendant Western Reinforcing Steel Fabricators Association.

(c) "Western States" means the States of Arizona, California, Idaho, Nevada, Oregon, Utah, and Washington.

(d) "Rebars" means all types and sizes of steel bars and rods used to reinforce concrete work in various types of construction, such as buildings, highways, abutments, bridges, viaducts, dams, and tunnels.

(e) "Foreign rebars" means rebars manufactured in foreign countries.

(f) "Fabrication" or "fabricating" means the performance of one or both of the following operations in the Western States:

(1) Supplying, cutting, bending and shaping rebars to meet specifications for particular construction jobs located in the Western States;

(2) Tying, placing and installing rebars at job sites in the Western States.

(g) "Fabricator" means an individual, partnership or corporation engaged in the business of fabrication.

(h) "Agreement or understanding to allocate and divide fabrication jobs" means an agreement that certain fabricators either will refrain from bidding on a job, or that they will submit high and non-competitive bids, to the end and purpose that a designated fabricator will be the only or the lowest bidder. Except when constituting an integral part of such a plan to allocate and divide fabrication jobs, it does not include (a) a bona fide joint venture between or among two or more fabricators, or (b) the contracting out of a job or parts

thereof by a successful bidder, either before or after the award of a job, to other fabricators where the job is of such size or nature, or performable at such time, that the successful bidder in good faith believes that it is undesirable to handle the entire job alone.

III

The provisions of this Final Judgment applicable to any consenting defendant shall apply to such defendant and its successors, officers, servants, employees and agents, and to those persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise.

IV

The Association and each of the consenting defendant fabricators are enjoined from entering into or adhering to any agreement or understanding among themselves or with any other fabricator in the Western States:

- (a) To allocate and divide fabrication jobs;
- (b) To fix and adopt a uniform interest rate on past due accounts;
- (c) To buy or not to buy foreign rebars for fabrication jobs;
- (d) Seeking to prevent any steel mill from selling rebars, or seeking to require any steel mill to limit its sale of rebars, in the Western States, to any general contractor or steel warehouse in any of said states.

V

For a period of two years from the effective date of this Final Judgment, each of the consenting defendant fabricators is enjoined from:

- (a) Urging any steel mill to refrain from selling rebars in any of the Western States to any general contractor or steel warehouse;

- (b) Reporting or complaining to any steel mill that any rebars sold in the Western States by said steel mills to persons other than a fabricator are being or may be resold or delivered to a general contractor;

provided, however, that nothing in this Section V shall prevent said consenting defendant fabricators from severally promoting the utility of the fabricators' function.

VI

The Association is enjoined from:

- (a) Urging any steel mill to refrain from selling rebars in any of the Western States to any general contractor or steel warehouse;
- (b) Reporting or complaining to any steel mill that any rebars sold in the Western States by said steel mill to persons other than a fabricator are being or may be resold or delivered to a specific general contractor;

provided, however, that nothing in this Section VI shall prevent the Association from promoting the utility of the fabricators' function.

VII

For the purpose of securing compliance with this Final Judgment, 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 any consenting defendant made to its principal office, be permitted, subject to any legally recognized privilege and with the right of such defendant to have counsel present:

- (a) Access, during 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 matters contained in this Final Judgment;

(b) Subject to the reasonable convenience of such defendant and without restraint or interference from it, to interview officers or employees of such defendant, who may have counsel present, regarding any such matters.

Upon such written request, any consenting defendant shall submit such reports in writing with respect to the matters contained in this Final Judgment as may from time to time be necessary to the enforcement of this Final Judgment.

No information obtained by the means permitted 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 such department except in the course of legal proceedings in which the United States is a party for the purpose of securing compliance with this Final Judgment.

VIII

Jurisdiction 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 amendment or modification of any of the provisions thereof, for the enforcement of compliance therewith, and for the punishment of violations thereof.

IX

The effective date of this Final Judgment shall be sixty (60) days from the date hereof.

Dated: January 17, 1961

/s/ Albert C. Wollenberg
United States District Judge

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

FOR PLAINTIFF:

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Assistant Attorney General

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