

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

LAKE COUNTY CONTRACTORS
ASSOCIATION, INC. and LAKE
COUNTY CONTRACTORS DEVELOPMENT
ASSOCIATION, INC.,

Defendants.

CIVIL ACTION

NO. 76 C 1860

A TRUE COPY ATTEST

H. SECRET CUNNINGHAM, CLERK

By

DEPUTY CLERK

U.S. DISTRICT COURT

NORTHERN DISTRICT OF ILLINOIS

SEP 21 1977

FINAL JUDGMENT

DATE:

Plaintiff, United States of America, having filed its Complaint herein on May 19, 1976, and defendants having appeared and filed jointly their Answer to the Complaint denying the substantive allegations thereof, and the plaintiff and defendants, by their respective attorneys, each 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 against or an admission by any party hereto with respect to any such issue;

NOW, THEREFORE, before the taking of any testimony, without trial or adjudication of any issue of fact or law

herein, and upon consent of the parties aforesaid, it is hereby Ordered, Adjudged, and Decreed as follows:

I

This Court has jurisdiction of the subject matter of this action and of each of the parties consenting hereto. The Complaint states a claim upon which relief may be granted against each defendant under Section 1 of the Sherman Act.

II

As used in this Final Judgment:

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

(B) "Association Support Agreement" means an agreement or contract between a defendant and a General Contractor whereby the latter agrees that if it is the successful bidder on a construction project or projects in Lake County, Illinois, it will pay a fee to the defendant, one portion of said fee to be retained by the defendant and the other portion to be refunded or distributed by the defendant to the unsuccessful bidders on the construction project or projects to which the agreement or contract is applicable; and

(C) "General Contractor" means a person engaged in the business of constructing, altering, remodeling, building additions to, renovating, reconstructing or repairing governmental

and commercial buildings under direct contract with the owner or architect.

III

The provisions of this Final Judgment apply to the defendants and to their officers, directors, members, agents and employees, successors and assigns, and to all other persons in active concert or participation with any of them who shall have received actual notice of this Final Judgment by personal service or otherwise.

IV

Each defendant is hereby:

(A) Required to eliminate all provisions that refer or relate to an Association Support Agreement from its constitution, by-laws, code of ethics or other rules and regulations;

(B) Enjoined from entering into, adhering to, enforcing, claiming any right under, or furthering an Association Support Agreement or any other agreement having similar terms or provisions, or following any practice, plan or program having a similar purpose or effect.

(C) Enjoined from collecting a fee, in the form of dues or otherwise, from a General Contractor based on the General Contractor's successful participation in the bidding on a

construction project or projects (provided, however, that nothing in this paragraph shall prevent a defendant from collecting a fee from a successful bidder in return for the performance of bona fide services to the bidder); and

(D) Enjoined from paying money to a General Contractor based on the General Contractor's unsuccessful participation in the bidding on a construction project or projects.

V

Each defendant is ordered and directed to:

(A) Serve a copy of this Final Judgment upon its officers, directors, employees, and members within thirty (30) days after the date of entry of this Final Judgment;

(B) File an Affidavit of Compliance with the Court, copy to plaintiff's attorneys, within sixty (60) days after the date of entry of this Final Judgment stating the fact and manner of compliance with paragraph V(A) above;

(C) Publish once a week for a period of six weeks in the Dodge Construction News, beginning within sixty (60) days after the entry of this Final Judgment, a notice which shall fairly and fully apprise the readers thereof of the substantive terms of this Final Judgment; and

(D) File an Affidavit of Compliance with the Court, copy to plaintiff's attorneys, within one hundred and twenty (120) days after the date of entry of this Final Judgment

stating the fact and manner of compliance with paragraph V(C) above.

VI

For a period of five (5) years from the date of entry of this Final Judgment, each defendant is ordered to file with the plaintiff, on the anniversary date of this Final Judgment, a report setting forth the steps it has taken during the prior year to advise its members and its appropriate officers, directors, and employees of its and their obligations under this Final Judgment.

VII

(A) For the sole purpose of determining or securing compliance with this Final Judgment and for no other purpose:

(1) 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 a defendant made to its principal office, be permitted, subject to any legally recognized privilege:

(a) 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 the defendant relating to any 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, directors, agents, servants or employees of the defendant, who may have counsel present, regarding any such matters.

(2) Any 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 in this paragraph 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 a 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 the 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

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 or directions as may be necessary or appropriate for the construction or the carrying out of this Final Judgment, for the modification of any of the provisions thereof, for the enforcement of compliance therewith and for the punishment of violations thereof.

IX

The entry of this Final Judgment is in the public interest.


United States District Judge

Dated: SEP 19 1977