

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA, :

Plaintiff :

v. :

Civil No. 66-64

D.D. BEAN & SONS CO.; :

Entered: November 20, 1967

DIAMOND INTERNATIONAL CORPORATION; :

E-C-M CORPORATION; :

HUNT FOODS AND INDUSTRIES, INC; :

THE MARYLAND PAPER PRODUCTS COMPANY; :

MONARCH MATCH COMPANY; :

SUPERIOR MATCH COMPANY; and :

UNIVERSAL MATCH CORPORATION, :

Defendants. :

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FINAL JUDGMENT

The plaintiff, United States of America, having filed its complaint herein on January 10, 1966, and the parties, by their respective attorneys, having severally 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 or an admission by any party with respect to any such issue;

NOW, ~~WHEREFORE~~, before the taking of any testimony 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 a claim for relief against the defendants under Section 1 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) "Person" shall mean any individual, partnership, corporation, association or other business or legal entity.

(B) "Resale Book Matches" shall mean paperboard book matches which are customarily sold by the manufacturer in large quantities, directly or through brokers, to wholesalers, jobbers, and retailers, or to advertisers, for resale or other distribution to their customers.

Resale Book Matches shall not include "special reproduction book matches", which are prepared specially according to the designs and specifications requested by the purchaser thereof, and which customarily contain a higher quality of paperboard in the covers and stems or a higher quality of imprinting on the cover than is used in Resale Book Matches.

III

The provisions of this Final Judgment applicable to any defendant shall apply to such defendant and to each of its subsidiaries, successors and assigns and to each of its respective directors, officers and employees, and to all persons in active concert or participation with such defendant who receive actual notice of this Final Judgment by personal service or otherwise; provided, however, that this Final Judgment shall not apply to transactions solely between such defendant, its successors or assigns and its or their directors, officers, employees, parent company and subsidiaries, or any of them, when acting in such capacity, or to activities or operations outside of the United States.

IV

Each defendant is enjoined and restrained from:

(A) Entering into, adhering to, maintaining or furthering, directly or indirectly, or claiming any rights under any contract, agreement, arrangement, understanding or joint undertaking, plan or program with

any other defendant or with any manufacturer of Resale Book Matches to:

(1) Fix, establish, determine, raise, stabilize, maintain or adhere to prices, or terms or conditions of sale relating to price, for the sale of Resale Book Matches to any third person;

(2) Fix, establish, determine or adhere to quotas for, or limitations on, production or sale to any third person of Resale Book Matches.

(B) Directly or indirectly, communicating to or exchanging with any manufacturer or seller of Resale Book Matches information relating to prices, or terms or conditions of sale relating to price, at or upon which Resale Book Matches are being sold or will be sold to any third person, except (1) for information which is simultaneously released or has been released to the trade or public generally or (2) in connection with bona fide purchase, sale and agency negotiations.

(C) Directly or indirectly, communicating to or exchanging with any manufacturer or seller of Resale Book Matches information relating to Resale Book Match sales, inventory or production quantity, or submitting such information to any association, organization or central agency for manufacturers or sellers of Resale Book Matches, except (1) for information which is simultaneously released or has been released to the trade or public generally or (2) in connection with bona fide purchase, sale and agency negotiations.

(D) Continuing to be a member of, contributing anything of value to, or participating in the activities of any association or other organization with knowledge of any activities or objectives of such association or other organization which would be inconsistent with any provisions of this Final Judgment if the association or other organization were a consenting defendant herein.

V

Nothing in this Final Judgment shall (a) prevent any of the defendants from availing itself of the benefits or exemptions of the Act of Congress dated April 10, 1918, commonly known as the Webb-Pomerene Act, or (b) prohibit any defendant from furnishing information to any association, organization or central agency in good faith for the sole purpose of obtaining relief from any branch or agency of the United States Government concerning excise taxes, import tariffs or foreign dumping affecting the Resale Book Match Industry or from receiving from such association, organization or central agency such information in general or composite form without identifying any manufacturer or seller in connection with any specific price, sales, inventory or production quantity data.

VI

For the purpose of securing or determining 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 defendant made to its principal office, be permitted, subject to any legally recognized privileges:

(A) Reasonable access, during office hours of such defendant, which may have counsel present, to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of such defendant relating to the subject matters of this Final Judgment; and

(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 written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, a defendant

shall submit such reports in writing with respect to the matters contained in this Final Judgment as may from time to time be requested.

No information obtained by the means permitted in this Section VI 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 in which the United States is a party for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

VII

Jurisdiction is retained by this Court for the purpose of enabling any of the parties of 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 of any of the provisions contained therein, for the enforcement of compliance therewith and for the punishment of violations thereof.

Dated: 11/20/67

/s/ Walter R. Mansfield
United States District Judge