

EASTERN DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 LINDSAY-SCHAUB NEWSPAPERS, INC.,) ENTERED: April 27, 1967
)
 Defendant.)

FINAL JUDGMENT

Plaintiff, United States of America, having filed its complaint herein on March 27, 1967; the defendant having appeared and filed its answer to said complaint denying the substantive allegations thereof, and the plaintiff and said defendant, 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 any evidence or admission by any party with respect to any such issue,

NOW, THEREFORE, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, and upon consent as aforesaid of all the parties hereto,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I

This Court has jurisdiction of the subject matter hereof and of all parties hereto. The complaint states claims upon which relief may be granted against said defendant under Sections 1 and 2 of the Act of Congress of July 2, 1890, as amended, entitled, "An Act to protect trade and commerce against unlawful restraints and monopolies," commonly known as the Sherman Act.

II

As used in this Final Judgment:

(A) "Person" shall mean any individual, partnership, firm, corporation, association, or other business or legal entity.

(B) "Courier" shall mean the Champaign-Urbana Courier or any successor thereto, and any other of defendant's newspapers with a paid circulation in Champaign County, Illinois of 5,000 or more copies.

(C) "Competing Champaign-Urbana newspaper" shall mean any newspaper issued more than once a week (other than the Courier and the Daily Illini of the University of Illinois) which is published and generally circulated in Champaign County, Illinois.

(D) "Milline rate" shall mean the rate for one line of advertising per each one million (1,000,000) papers of paid circulation computed on the basis of the most recent annual audit by the Audit Bureau of Circulations or, in the event the Audit Bureau of Circulations is no longer in existence, then any other generally recognized circulation auditing organization.

(E) "Advertising in the Courier" shall mean any advertising except color comics or syndicated Sunday or other similar magazines or supplements which are preprinted and furnished to the Courier from outside sources.

III

The provisions of this Final Judgment shall apply to the defendant, its subsidiaries, officers, directors, agents, employees, successors, assigns, and to all persons in active concert or participation with the defendant who receive actual notice of this Final Judgment by personal service or otherwise.

IV

Defendant is enjoined and restrained from refusing to contract to sell or refusing to sell advertising in the Courier separate from advertising in any of its other newspapers.

Defendant is enjoined and restrained from selling advertising in the Courier in combination with any of its other newspapers at a rate which is less than the sum of the rates for insertions in these separate newspapers.

VI

Defendant is enjoined and restrained from establishing or maintaining advertising rates in, or subscription rates to the Courier below the milline advertising rates or subscription rates charged by any competing Champaign-Urbana newspaper if such rates are established or maintained for the purpose or with the necessary effect of eliminating such competing Champaign-Urbana newspaper.

VII

Defendant is enjoined and restrained from directly or indirectly:

(A) Selling or accepting advertisements or offering a rate or space therefor on the express or implied condition that the advertiser refrain from advertising or limit its advertising in a competing Champaign-Urbana newspaper;

(B) Discriminating against any person because said person has advertised, advertises, or proposes to advertise in a competing Champaign-Urbana newspaper;

(C) Acquiring or holding stock, assets, or any financial interest in the business of a competing Champaign-Urbana newspaper;
or

(D) Selling or transferring its stock, assets, or any financial interest in its business to a competing Champaign-Urbana newspaper.

VIII

Defendant is enjoined and restrained for a period of six (6) years from the effective date of this Final Judgment from directly or indirectly entering into any agreement for joint production of the Courier with any other newspaper generally circulated in Champaign-Urbana, Illinois, except upon sixty (60) days written notice to the plaintiff and upon full disclosure to the plaintiff of the material facts concerning such proposed agreement.

IX

Defendant is ordered and directed upon entry of this Final Judgment to:

(A) Publish in the Courier in the same sized print as is used for news reporting and in a news section of the paper once a week for three (3) weeks the terms of this Final Judgment;

(B) Advise promptly, in writing, all Courier employees of this Final Judgment and that each and every person is subject to the provisions of this Final Judgment and to furnish each of said employees with a copy of this Final Judgment;

(C) File with the Court, with a copy to the plaintiff herein, a report of compliance with this Section IX thirty (30) days following completion of the requirements of subparagraphs (A) and (B) above.

X

For the purpose of determining or 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 defendant made to its principal office, be permitted:

Access, during the office hours of defendant, to all books, ledgers, accounts, correspondence, memoranda, and records

and documents in the possession or under the control of defendant relating to any material contained in this Final Judgment;

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

Upon such request defendant shall submit reports in writing to the Department of Justice with respect to matters contained in this Final Judgment. No information obtained by the means provided in this Section X 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 to which the United States is a party for the purpose of securing compliance with this Final Judgment or as otherwise required by law.

XI

Jurisdiction is retained 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 carrying out of this Final Judgment or the modification of any of the provisions thereof and for the purpose of enforcement of compliance therewith and punishment for violation thereof.

XII

This Final Judgment shall terminate twelve (12) years from the date of its entry.

Dated: April 27, 1967

/s/ Henry S. Wise
UNITED STATES DISTRICT JUDGE