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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA,	)	
	)	Civil No. C75-837V
Plaintiff,	)	
	)	
v.	)	<u>FINAL JUDGMENT</u>
	)	
NORTHWEST COLLISION CONSULTANTS,	)	Filed: July 29, 1977
	)	
Defendant.	)	<u>Entered: Oct. 31, 1977</u>

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Plaintiff, United States of America, having filed its complaint herein on December 3, 1975, and defendant, Northwest Collision Consultants, having appeared by its counsel, and both parties by their respective attorneys having consented to the making and entry of this Final Judgment without admission by any party in respect to any issue;

NOW, THEREFORE, before any testimony has been taken herein, without trial or adjudication of any issue of fact or law herein, and upon consent of the parties hereto, it is hereby

ORDERED, ADJUDGED AND DECREED, as follows:

I

This Court has jurisdiction over the subject matter of this action and of the parties hereto. The complaint states claims upon which relief may be granted against the

1 defendant under Section I of the Act of Congress of  
2 July 2, 1890, as amended (15 U.S.C. §1), commonly known  
3 as the Sherman Act.

## 4 II

5 As used in this Final Judgment:

6 (A) "Defendant" means defendant Northwest Collision  
7 Consultants;

8 (B) "Person" means any individual, partnership,  
9 corporation, association, firm, or any other business or  
10 legal entity;

11 (C) "Parts" means any portion of an automobile except  
12 the engine and its components;

13 (D) "Body repair job" means the application of new  
14 or used parts and labor to the damaged bodies of automobiles  
15 for the purpose of repairing them;

16 (E) "Hourly rate" means the time charge applied to  
17 the length of time that each body repair job requires; and

18 (F) "Body repair shop" means any person engaged in  
19 the performance and sale of a body repair job.

## 20 III

21 The provisions of this Final Judgment shall apply to  
22 the defendant and to each of its officers, directors, agents,  
23 employees, members, chapters, successors and assigns, and to  
24 all other persons in active concert or participation with any  
25 of them who receive actual notice of this Final Judgment by  
26 personal service or otherwise.

## 27 IV

28 Defendant is enjoined and restrained from directly or  
29 indirectly:

30 (A) Entering into, adhering to, maintaining, or  
31 furthering any contract, agreement, understanding, plan, or  
32 program, to fix, establish, or maintain (1) prices charged by

1 body repair shops in the performance and sale of body repair  
2 jobs, (2) prices, discounts, markups, or other terms or  
3 conditions at which new or used parts are sold by body repair  
4 shops, (3) hourly rates charged by body repair shops, or (4)  
5 profit margins utilized by body repair shops;

6 (B) Advocating, suggesting, urging, inducing,  
7 compelling, or in any other manner influencing or attempting  
8 to influence any person to use or adhere to (1) any price to  
9 be charged by a body repair shop in the performance and sale  
10 of a body repair job, (2) any price, discount, markup, or  
11 other term or condition at which new or used parts are to  
12 be sold by a body repair shop, (3) any hourly rate to be  
13 charged by a body repair shop, or (4) any profit margin to  
14 be utilized by a body repair shop;

15 (C) Policing, urging, coercing, influencing, or attempt-  
16 ing to influence in any manner any body repair shop or any  
17 other person, or devising or putting into effect any procedure  
18 (including but not limited to picketing) the effect of which  
19 is to fix, maintain, or stabilize (1) prices to be charged by  
20 a body repair shop in the performance and sale of a body  
21 repair job, (2) any price, discount, markup, or other term  
22 or condition at which new or used parts are to be sold by a  
23 body repair shop, (3) any hourly rate to be charged by a body  
24 repair shop, or (4) any profit margin to be utilized by a  
25 body repair shop; and

26 (D) Entering into, adhering to, maintaining or further-  
27 ing, any contract, agreement, understanding, plan or program  
28 with any other person not to accept or attempt to obtain any  
29 body repair job.

30 V

31 Defendant is ordered and directed:

32 (A) Within 60 days after entry of this Final Judgment to

1 serve a copy of this Final Judgment together with a letter  
2 identical in text to that attached to this Final Judgment as  
3 Appendix A, upon each of those persons who are or have been  
4 officers or members of defendant at any time since January 1,  
5 1974;

6 (B) To serve a copy of this Final Judgment together  
7 with a letter identical in text to that attached to this  
8 Final Judgment as Appendix A, upon all of its future members  
9 at such time as they become members;

10 (C) To collect from its members and hold until further  
11 order of the Court any printed or written materials distributed  
12 by defendant, including but not limited to the document  
13 entitled "Projected Operating Costs," and without regard to  
14 whether said materials are filled out or blank, which refer  
15 in any manner to (1) any price charged or to be charged by a  
16 body repair shop in the performance and sale of a body repair  
17 job, (2) any price, discount, markup, or other term or condition  
18 at which new or used parts are sold or are to be sold by a  
19 body repair shop, (3) any hourly rate charged or to be charged  
20 by a body repair shop, (4) any profit margin utilized or to be  
21 utilized by a body repair shop, or (5) any cost of doing  
22 business as a body repair shop; and

23 (D) To file with this Court and serve upon the plaintiff  
24 within sixty (60) days after the date of entry of this  
25 Final Judgment an affidavit as to the fact and manner of  
26 compliance with subsections A and C of this Section V.

## 27 VI

28 (A) For the purpose of determining or securing compli-  
29 ance with this Final Judgment, and for no other purpose,  
30 any duly authorized representative of the Department of  
31 Justice shall, upon written request of the Attorney General  
32 or the Assistant Attorney General in charge of the Antitrust

1 Division, and on reasonable notice to defendant made to  
2 its principal office, be permitted, subject to any legally  
3 recognized privilege:

4 (1) Access during the office hours of  
5 defendant to all books, ledgers, accounts, corre-  
6 spondence, memoranda, and other records and  
7 documents, in the possession or under the control  
8 of defendant, relating to any matters contained  
9 in this Final Judgment; and

10 (2) Subject to the reasonable convenience  
11 of defendant and without restraint of inter-  
12 ference from it, to interview officers, directors,  
13 agents, partners, members, or employees of defendant,  
14 who may have counsel present, regarding any such  
15 matters.

16 (B) Defendant, upon the written request of the Attorney  
17 General or the Assistant Attorney General in charge of the  
18 Antitrust Division, shall submit such reports in writing with  
19 respect to any of the matters contained in this Final Judgment  
20 as may from time to time be requested.

21 No information obtained by the means provided in this  
22 Section VI shall be divulged by any representative of the  
23 Department of Justice to any person other than a duly  
24 authorized representative of the Executive Branch of the  
25 United States, except in the course of legal proceedings to  
26 which the United States is a party, or for the purpose of  
27 securing compliance with this Final Judgment, or as otherwise  
28 required by law.

29 VII

30 Jurisdiction is retained by this Court for the purpose  
31 of enabling any of the parties to this Final Judgment to  
32 apply to this Court at any time for such further orders and

1 directions as may be necessary or appropriate for the  
2 construction or carrying out of this Final Judgment, for the  
3 modification of any of the provisions hereof, for the enforce-  
4 ment of compliance therewith, and for the punishment of  
5 violations thereof.

6 VIII

7 Entry of this Final Judgment is in the public interest.

8 Dated: October 31, 1977

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11 /s/ DONALD S. VOORHEES  
12 United States District Judge  
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APPENDIX A

Re: Final Judgment in United States v. Northwest  
Collision Consultants, Civil No. C75-837V

Dear Sir:

Enclosed herewith is a copy of a Final Judgment entered  
, 1977 in United States v. Northwest Collision  
Consultants, Civil No. C75-837V. The terms of the Final  
Judgment require that a copy of said Judgment as well as this  
letter be served upon you. You should read the terms of the  
Final Judgment carefully and note that you as a member of  
the association are bound by its provisions. The purpose of  
this letter is to enable you to better understand those pro-  
visions.

The essence and intent of the Final Judgment is that you  
should make your own pricing and profit decisions without  
consulting with any other body repair shop or organization of  
body repair shops. These decisions include not only the total  
cost or bottom line figure of body repair jobs, but also the  
cost of parts (including whether or not some discount is  
given), hourly rates, and profit margins. It is, for example,  
illegal and a violation of the terms of the Final Judgment to  
attempt to influence another person to utilize a particular  
margin in his body repair business. In this connection, you  
are directed to immediately return to this office all copies  
in your possession of any "Projected Operating Costs" sheets,  
whether or not these sheets have been filled out, and any  
other materials you have relating to the cost of doing  
business which have been distributed by this office.