

entered pursuant to this Stipulation, this Stipulation shall be of no effect whatever and its making shall be without prejudice to any party in this or any other proceedings.

For the plaintiff:

Anne K. Bingaman
Assistant Attorney General
 Robert E. Litan,
 Mark Schechter,
 Rebecca P. Dick,
 Bruce K. Yamanaga,
 Andrew S. Cowan,
*Attorneys, U.S. Department of Justice,
 Antitrust Division, Civil Task Force, 1401 H
 Street, NW., Room 3700, Washington, DC,
 20530, (202) 514-8368.*

For the defendant:

Eugene J. Meigher,
Counsel for Playmobil, USA, Inc.

Certificate of Service

I certify that, on this day January 31, 1995, I have caused to be served, by messenger, a copy of the foregoing Stipulation, Final Judgment and Competitive Impact Statement on counsel of record for Playmobil USA, Inc. at the address below:

Eugene Meigher, Arent, Fox 1050
 Connecticut Ave NW., 5th Floor,
 Washington, DC 20036

Andrew S. Cowan

In the United States District Court for
 the District of Columbia

United States of America, Plaintiff, v.
 Playmobil USA, Inc., Defendant.
 Civil Action No. 95-0214

Final Judgment

Plaintiff, United States of America, having filed its complaint herein on _____, and plaintiff and defendant, Playmobil, USA, Inc., having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein and without the Final Judgment constituting any evidence against or an admission by any party with respect to any such issue;

And whereas defendant has agreed to be bound by the provisions of this Final Judgment pending its approval by the Court;

Now, Therefore, before the taking of any testimony and 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.

Jurisdiction

This Court has jurisdiction of the subject matter of this action and of the party consenting hereto. The complaint states a claim upon which relief may be

granted against defendant under Section 1 of the Sherman Act (15 U.S.C. 1).

II.

Definitions

As used in this Final Judgment:

A. "Cooperative advertising policy" means any policy or program under which defendant provides a dealer with any rebate, allowance, or reimbursement that relates to that dealer's advertising of Playmobil products.

B. "Dealer" means any person not wholly owned by defendant who has at any time purchased or acquired Playmobil products for resale, excluding any person who did not purchase or acquire Playmobil products directly from Playmobil or its agents.

C. "Discount" means to offer, sell or advertise any Playmobil product for resale at a price below defendant's suggested resale price.

D. "Person" means any individual, corporation, partnership, company, sole proprietorship, firm or other legal entity.

E. "Playmobil product" means any product sold or distributed by defendant for resale in the United States.

F. "Promotional event" means a sale of offering of limited duration during which a dealer discounts a Playmobil product.

G. "Resale price" means any price, price floor, price ceiling, price range, or any mark-up, formula or margin of profit relating to Playmobil products sold by dealers.

H. "Suggested resale price" means any resale price level, including those related to everyday pricing or promotional pricing, that is suggested, endorsed, communicated, distributed or determined by defendant.

I. "Terminate" means to refuse to continue selling, either permanently or temporarily, any or all Playmobil products to a dealer.

III.

Applicability

A. This Final Judgment applies to defendant and to each of its officers, directors, agents, employees, subsidiaries, 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.

B. Defendant shall require, as a condition of the sale of all or substantially all of its assets or stock, that the acquiring party agree to be bound by the provisions of this Final Judgment.

IV.

Prohibited Conduct

A. Defendant is hereby enjoined and restrained from directly or indirectly entering into, adhering to, maintaining, furthering, enforcing or claiming any right under any contract, agreement, understanding, plan or program with any dealer to fix, stabilize, or maintain the resale prices at which defendant's products may be sold or offered for sale in the United States by any dealer.

B. Defendant is further enjoined and restrained from (1) discussing, explaining, or encouraging adherence to defendant's suggested resale prices with any dealer, (2) threatening or warning any dealer that it may be terminated or otherwise subjected to any action by the defendant for discounting, and (3) communicating to any dealer information relating to any actual or contemplated termination of any other dealer for any reason related to discounting.

C. Defendant is further enjoined and restrained for a period of five (5) years from the date of entry of the final judgment from directly or indirectly announcing to the public or to any present or potential dealer of its products that defendant has or is adopting, promulgating, suggesting, announcing or establishing any resale pricing policy for Playmobil products that: (1) Provides that defendant will sell only to a dealer that prices at or above suggested resale prices; (2) provides that defendant may or will terminate, or take any other action related to, a dealer for discounting; or (3) relates to the duration or frequency of any dealer's promotional events.

D. Defendant is further enjoined and restrained for a period of five (5) years from the date of entry of the final judgment from (1) representing that it will act on any complaint or communication from a dealer that relates to any other dealer's discounting, (2) discussing any such complaint or communication with the complaining dealer, except that defendant may state that it does not accept dealer complaints or communications that relate to the pricing practices of other dealers, and (3) terminating any dealer or taking any other action for reasons relating to that dealer's discounting.

E. Defendant is further enjoined and restrained for a period of five (5) years from the date of entry of the final judgment from adopting, promulgating, suggesting, announcing or establishing any cooperative advertising policy that denies or reduces advertising rebates, allowances or reimbursements to a