

United States District Court

SOUTHERN DISTRICT OF INDIANA, INDIANAPOLIS DIVISION

SUMMONS IN A CIVIL ACTION

NORWOOD OPERATING COMPANY d/b/a
NORWOOD PROMOTIONAL PRODUCTS,

Plaintiff,

v.

CASE NUMBER:

NATIONAL ASSOCIATION OF
PROMOTIONAL PRODUCTS
DISTRIBUTORS; IDEAS UNLIMITED USA;
AUFMAN SPECIALTY ADVERTISING, INC.;
PROMOTION FACTORY; MOUNTAIN VIEW
PROMOTIONS, LLC; PERFECT PROMOTIONS,
A DIVISION OF RUB ASSOCIATES, INC.;
and CLYDE STRAUB,

1:04-CV-0405 LJVI - WTL

Defendant.

TO: Clyde Straub
[REDACTED]
Pismo Beach, CA [REDACTED]

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEYS (name and address)

David K. Herzog
Mark A. Voigtmann
Catherine A. Meeker
BAKER & DANIELS
300 N. Meridian Street, Suite 2700
Indianapolis, IN 46204
(317) 237-0300

an answer to the complaint which is herewith served upon you, within 23 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Paul A. Basso
CLERK

CLERK

DATE MAR - 2 2004

DW Hernandez
BY DEPUTY CLERK

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Courts for the purpose of indexing the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM)

I. (a) PLAINTIFFS

NORWOOD OPERATING COMPANY d/b/a NORWOOD PROMOTIONAL PRODUCTS

DEFENDANTS

NATIONAL ASSOCIATION OF PROMOTIONAL PRODUCTS DISTRIBUTORS; IDEAS UNLIMITED USA; AUFMAN SPECIALTY ADVERTISING, INC.; PROMOTION FACTORY; MOUNTAIN VIEW PROMOTIONS, LLC; PERFECT PROMOTIONS, A DIVISION OF RJB ASSOCIATES, INC.; and CLYDE STRAUB

FILED
MAR 2 2004
MARION COUNTY, IN

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Marion County, IN

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT _____

(EXCEPT IN U.S. PLAINTIFF CASES)

NOTE: (IN U.S. PLAINTIFF CASES ONLY) IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

David K. Herzog
Mark A. Voigtmann
Catherine A. Meeker
BAKER & DANIELS
300 North Meridian Street, Suite 2700
Indianapolis, IN 46204
(317) 237-0300

ATTORNEYS (IF KNOWN)

1:04-CV-0403 LJM - WTL

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicates Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only) (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Mifer Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veterans Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employer's Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 861 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal <input type="checkbox"/> 28 USC 156 <input type="checkbox"/> 423 Withdrawal <input type="checkbox"/> 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 620 Copyrights <input type="checkbox"/> 630 Patent <input type="checkbox"/> 640 Trademarks SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395W) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DWC/DWW (406(g)) <input type="checkbox"/> 864 5510 Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 400 State Reapportionment <input checked="" type="checkbox"/> 410 Antitrust <input type="checkbox"/> 420 Banks and Banking <input type="checkbox"/> 430 Commerce/CC Rates/etc. <input type="checkbox"/> 480 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 880 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	FEDERAL TAX SUITS	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Other Civil Rights	<input type="checkbox"/> 510 Motion to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 28 USC 7808	

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Retained or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF THE CAUSE)

DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)
15 U.S.C. § 1 et seq. - anticompetitive activity violative of federal antitrust laws.

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION DEMAND \$ _____

Check YES only if demanded in complaint.

UNDER F.R.C.P. 23

JURY DEMAND: YES NO

VIII. RELATED CASE(S) (See instructions).

IF ANY None

JUDGE _____

DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

2 March 2004

Catherine Meeker

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG JUDGE _____

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

FILED
DISTRICT COURT
INDIANA
04 MAR -2 PM 2:08

LAURA A. BRIGGS
CLERK

NORWOOD OPERATING COMPANY)
d/b/a NORWOOD PROMOTIONAL)
PRODUCTS,)

Plaintiff,)

v.)

NATIONAL ASSOCIATION OF)
PROMOTIONAL PRODUCTS)
DISTRIBUTORS; IDEAS UNLIMITED USA;)
AUFMAN SPECIALTY ADVERTISING, INC.;)
PROMOTION FACTORY; MOUNTAIN VIEW)
PROMOTIONS, LLC; PERFECT PROMOTIONS,)
A DIVISION OF RJB ASSOCIATES, INC.;)
and CLYDE STRAUB,)

Defendants.)

1:04-CV-0403 LJVI - WTL

Case No. _____

PLAINTIFF'S CORPORATE DISCLOSURE STATEMENT

Pursuant to Local Rule 81.2, Plaintiff Norwood Operating Company d/b/a

Norwood Promotional Products ("Norwood") states that it is entirely owned by Norwood Promotional Products, Inc., which is entirely owned by NPPI Intermediate, Inc., which is entirely owned by NPPI Holdings, Inc.

No publicly held company or investment fund holds an ownership interest of ten percent or more in Norwood.

BAKER & DANIELS

By Catherine Meeker

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Attorneys for Plaintiff, Norwood Operating
Company d/b/a Norwood Promotional Products

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

FILED
DISTRICT COURT
INDIANAPOLIS
04 MAR -2 PM 2:08

CLERK OF
COURT
LAWRENCE A. KRINGS
CLERK

NORWOOD OPERATING COMPANY)
d/b/a NORWOOD PROMOTIONAL)
PRODUCTS,)

Plaintiff,)

v.)

1:04-CV-0403 LJM - WTL

NATIONAL ASSOCIATION OF)
PROMOTIONAL PRODUCTS)
DISTRIBUTORS; IDEAS UNLIMITED USA;)
AUFMAN SPECIALTY ADVERTISING, INC.;)
PROMOTION FACTORY; MOUNTAIN VIEW)
PROMOTIONS, LLC; PERFECT PROMOTIONS,)
A DIVISION OF RJB ASSOCIATES, INC.;)
and CLYDE STRAUB,)

Defendants.)

COMPLAINT

Plaintiff Norwood Operating Company d/b/a Norwood Promotional Products

("Norwood"), for its complaint against the defendants, states:

The Parties

1. Norwood is a corporation incorporated under the laws of the state of Delaware, and having its principal place of business in Indianapolis, Indiana.
2. Norwood is a supplier of promotional products, and at all times relevant to this action, was engaged in interstate commerce in carrying on its business.
3. Defendant National Association of Promotional Products Distributors ("NAPPD") is, on information and belief, an unincorporated association of promotional products distributors. From the time of NAPPD's organization, its membership has consisted of individuals, firms and

corporations that, according to NAPPD's website, "devote the bulk of their work day to selling promotional products, and derive the majority of their income from those sales."

4. Defendant Clyde Straub, Chairman of defendant NAPPD and President of defendant Ideas Unlimited USA, is a resident of Pismo Beach, California.

5. Defendants Ideas Unlimited USA; Perfect Promotions, A Division of RJB Associates, Inc.; Aufman Specialty Advertising, Inc.; Promotion Factory; and Mountain View Promotions, LLC (collectively, "Distributor Defendants"), are promotional products distributors located in Pismo Beach, California; Lake Bluff, Illinois; Allison Park, Pennsylvania; Monroe, North Carolina; and Fruitport, Michigan, respectively. Defendant Ideas Unlimited USA shares an address with defendant NAPPD.

Jurisdiction and Venue

6. This Court has original jurisdiction in this action pursuant to 28 U.S.C. §§ 1331 & 1337, because this action arises under the Sherman Antitrust Act, 15 U.S.C. § 1 *et seq.*, and supplemental jurisdiction over Norwood's state law claims pursuant to 28 U.S.C. § 1367(a).

7. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b).

Allegations Common To All Counts

8. Norwood sells promotional products throughout the United States through independent distributors. These independent distributors maintain relationships with the end users of Norwood products, businesses that use promotional products as a form of advertising or marketing.

9. Several of Norwood's distributors have recently threatened to stop selling Norwood products altogether unless and until Norwood pledges to sell only through distributors and not to sell direct to any end users. Norwood does not presently sell direct to end users, but

has the capacity and right to do so. If Norwood were to sell direct to end users, it would be in direct competition with promotional products distributors, including the Distributor Defendants.

10. The principals of the Distributor Defendants and NAPPD have been promoting a boycott of Norwood. Norwood is aware of the boycott because of comments made by distributors to Norwood's sales force, because of a website maintained by NAPPD, and because of communications among the Distributor Defendants in an Internet "chat room." By way of example, the Distributor Defendants have made the following comments in an Internet chat room indicating their intention to boycott Norwood because they believe Norwood has been selling promotional products direct to and/or through a credit union association, CUNA:

- Thomas E. Aufman, Aufman Specialty Advertising, Inc.: "We should not, Or can We dictate how Any supplier conducts business. That is their choice, We can control Who we do business with. If a supplier walks both sides of the street, Shut them off, and let us all know." Comment of February 10, 2004 (emphasis added).
- Norm Rabinovitch, The Promotion Factory: "I would word it SCREWING THE DISTRIBUTORS. Is it time for us all to send Norwood back their samples and catalogs." Comment of February 10, 2004.
- John Xerri, Mountain View Promotions: "... maybe it would also be a good idea for all of us to send emails, faxes or some other form of communication to Norwood and tell them we are aware of CUNA and since they seem more interested in undercutting the prices we can offer instead of helping us stay competitive that we will be going elsewhere for our products." Comment of February 10, 2004 (emphasis added).
- Ray Billock, Perfect Promotions: "This response from Norwood is BULL. Read the CUNA site. The program is for credit unions AND their clients. Anyone that wants to can keep burying their head in the sand and pretend its not happening." Comment of February __, 2004.
- Clyde Straub, Ideas Unlimited USA: "I wouldn't dream of telling a supplier who to sell to, but I feel that I have the right to know who is supporting the distribution channel and who is not. I don't believe it would be good business to just ignore what's going on in our industry." Comment of February __, 2004.

Mr. Straub also called CUNA representatives repeatedly on February 13, 2004 to demand the name of the promotional products distributor through whom CUNA claimed to be purchasing Norwood products.

11. Further evidence of the boycott of Norwood by promotional products distributors that defendants are promoting may be found on NAPPD's website, <http://www.nappd.com>.

NAPPD states its goal to be:

"... to identify those suppliers who are working against the common good:

- Those whose greed outweighs their common sense, thinking that they are more qualified to sell their products than distributors are.
- Those who inform us that they have the right to sell to whoever they want.
- Those who have informed us that they are going to continue to sell 'both sides of the street' and there is nothing that we as distributors can do about it.

The association considers these suppliers to be in violation of the trust that we have placed in them and list them as 'verified non-compliant'. Once we have identified these non-compliant suppliers, we will publish their names in our newsletter, 'The Sentinel' and on our web site. 'The Sentinel' is sent to all members and prospective members so that distributors may decide for themselves who to support. When enough distributors turn their backs on these suppliers, they will soon understand why the 'unwritten agreement' that was the law in our industry, and a way of life for so many for so long, was and will be again the glue that binds us together."

See NAPPD website (visited February 18, 2004), attached as Exhibit 1, "The Who and Why of NAPPD" (Tab A) (emphasis added).

12. NAPPD's website list of "Frequently Asked Questions" includes the questions "What type of complaints does the association investigate?" and "What about suppliers that provide poor quality products, poor service, or fail to meet an 'in-hands' date?" The website's answers provide further evidence of the purpose of the organization:

"The issues that are currently being investigated relate to violations of trust. If a supplier has direct contact with an end-user, that is a violation of the trust. If a supplier sells imprinted products directly to an end-user, that is a violation of trust."

"Although the association and its members are concerned about the quality of both products and services offered by our suppliers, at this time we are only investigating violations of trust. Members have an opportunity to 'rate' suppliers once each quarter. Members should be aware of the rating of each supplier that they are doing business with and place their orders accordingly."

See NAPPD website (visited February 18, 2004), attached as Exhibit 1, "FAQs" (Tab B)

(emphasis added). No list of NAPPD members is available; the website indicates that "Due to the confidentiality agreement that the association maintains with each of the members, we have been advised by counsel not to discuss the number of members that we have at this time." *Id.*

13. NAPPD's website also lists its "Supplier Partners," "[s]uppliers who have submitted a signed, written statement. . . . indicating that they only sell their products to promotional products distributors. . . . [and] that members of the association will receive the 'best pricing' that the supplier offers." See NAPPD website (visited February 18, 2004), attached as Exhibit 1, "Our 'Supplier Partners'" (Tab C).

14. In addition, NAPPD's website includes a list of "Suppliers who have violated our trust." These suppliers are alleged to have "sold to someone other than a promotional products distributor." The website advises "The association can not tell you who to buy from anymore than it can tell these suppliers who to sell to, but why would you support a supplier who has chosen not to support YOU!" Norwood appears on this list. See NAPPD website (visited February 18, 2004), attached as Exhibit 1, "Suppliers who have violated our trust" (Tab D).

15. The NAPPD website is intended to prevent competition from suppliers like Norwood by (a) intimidating suppliers into pledging to sell their products only to distributors, and (b) convincing distributors, out of fear for their economic survival, to boycott suppliers who have not signed such a pledge. *See* NAPPD website (visited February 18, 2004), attached as Exhibit 1, "FAQs" (Tab B) ("There is no way that a distributor can compete with a supplier who sells direct to the end-user on price. . .").

16. Defendants are engaged in a conspiracy (a) to intimidate Norwood into pledging that it will sell only to distributors, not direct to end users, and (b) to boycott Norwood products unless and until Norwood signs such a pledge.

17. The NAPPD blacklist and the distributor boycott of Norwood products constitute unlawful and unreasonable restraints on interstate trade that are, or will have the effect of, injuring Norwood in its business or property in a way that the antitrust laws were intended to prevent, namely, preventing or inhibiting Norwood from selling its products – either direct or through its usual distributors – to end users.

COUNT I – VIOLATION OF FEDERAL ANTITRUST LAWS, 15 U.S.C. § 1 *et seq.*

18. Norwood incorporates by reference the allegations in paragraphs 1 through 17.

19. All of the actions taken by the defendants and related above were taken willfully, knowingly, unlawfully, and without just cause or provocation. The defendants intended that Norwood should be damaged and lose customers and revenue as a result of their actions. The defendants also intended to prevent or inhibit Norwood from entering into direct competition with the Distributor Defendants.

20. As a result of the defendants' conduct, Norwood has sustained and will continue to sustain damages, including impairment of its business, trade and goodwill, in an amount to be proven at trial.

21. The defendants' conduct constitutes a conspiracy in restraint of trade in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1, and Norwood has been and will continue to be injured in its business or property by reason of the defendants' conduct. Norwood is thus entitled to recover treble damages under the federal antitrust laws, 15 U.S.C. § 15.

22. The defendants' conduct is continuing and threatens to cause future irreparable injury to Norwood. Unless the defendants are enjoined pursuant to Section 16 of the Clayton Act, 15 U.S.C. § 26, Norwood will be irreparably injured in that it will be unlawfully inhibited in the conduct of its interstate business, will lose distributor and end-user customers of its products, and will be unlawfully deterred from selling direct to end users should it so desire.

23. Norwood has no adequate remedy at law.

COUNT II – VIOLATION OF INDIANA ANTITRUST ACT, IND. CODE § 24-1-2-1 et seq.

24. Norwood incorporates by reference the allegations in paragraphs 1 through 17, 19 and 20.

25. The defendants' conduct constitutes a scheme or combination in restraint of trade in violation of the Indiana Antitrust Act, Ind. Code § 24-1-2-1 et seq., and Norwood has been and will be injured in its business or property by reason of the defendants' conduct. Norwood is thus entitled to recover treble damages under the Indiana Antitrust Act, Ind. Code § 24-1-2-7.

**COUNT III – TORTIOUS INTERFERENCE
WITH BUSINESS RELATIONSHIPS AND PROSPECTIVE ECONOMIC ADVANTAGE**

26. Norwood incorporates by reference the allegations in paragraphs 1 through 17, 19 and 20.

27. Norwood has existing relationships with its distributors, and the defendants are aware of those relationships.

28. The defendants intended, by their conduct, to interfere in those relationships by convincing distributors to boycott Norwood.

29. The defendants' conduct is without just cause, is in violation of federal and state antitrust laws, and has caused and will continue to cause damages to Norwood.

30. The defendants have acted with oppressiveness which was not the result of a mistake of fact or law, an honest error of judgment, or mere over-zealousness. Norwood is thus entitled to recover punitive damages in addition to compensatory damages.

WHEREFORE, plaintiff Norwood Operating Company d/b/a Norwood Promotional Products respectfully requests that the Court:

(1) Enter a preliminary injunction pursuant to section 16 of the Clayton Act, 15 U.S.C. § 26, binding on the defendants and any persons combining with or acting in concert with them, declaring that the concerted action by NAPPD, defendant Clyde Straub, NAPPD members, and the Distributor Defendants, through which distributors agree not to distribute Norwood products to end-users unless Norwood pledges to distribute its products only through distributors, is *per se* illegal pursuant to Section 1 of the Sherman Act, 15 U.S.C. § 1, and pursuant to Indiana Code § 24-1-2-1, and enjoining them from engaging in, participating in, urging, advising, promoting, inducing, or in any way supporting a boycott of Norwood, or

otherwise taking any action to interfere with Norwood's relationships with promotional products distributors or end users;

(2) After a trial of this action, make permanent the injunction described in subsection (1) above;

(3) Enter judgment in Norwood's favor and against the defendants jointly and severally for treble the amount of damages Norwood has sustained as a result of the defendants' unlawful acts, together with costs and attorneys' fees, pursuant to Section 4 of the Clayton Act, 15 U.S.C. § 15, and pursuant to Indiana Code § 24-1-2-7;

(4) Enter judgment in Norwood's favor and against the defendants jointly and severally for compensatory damages in an amount to be proven at trial, and for punitive damages, based on their tortious interference with Norwood's relationships and economic advantage; and

(5) Enter judgment in Norwood's favor for all other just and proper relief.

BAKER & DANIELS

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Attorneys for Plaintiff, Norwood Operating
Company d/b/a Norwood Promotional Products