

(ii) identify any public health, safety, or welfare concerns in the United States relating to the requested remedial orders;

(iii) identify like or directly competitive articles that complainant, its licensees, or third parties make in the United States which could replace the subject articles if they were to be excluded;

(iv) indicate whether complainant, complainant's licensees, and/or third party suppliers have the capacity to replace the volume of articles potentially subject to the requested exclusion order and/or a cease and desist order within a commercially reasonable time; and

(v) explain how the requested remedial orders would impact United States consumers.

Written submissions on the public interest must be filed no later than by close of business, eight calendar days after the date of publication of this notice in the **Federal Register**. There will be further opportunities for comment on the public interest after the issuance of any final initial determination in this investigation. Any written submissions on other issues must also be filed by no later than the close of business, eight calendar days after publication of this notice in the **Federal Register**. Complainant may file replies to any written submissions no later than three calendar days after the date on which any initial submissions were due, notwithstanding § 201.14(a) of the Commission's Rules of Practice and Procedure. No other submissions will be accepted, unless requested by the Commission. Any submissions and replies filed in response to this Notice are limited to five (5) pages in length, inclusive of attachments.

Persons filing written submissions must file the original document electronically on or before the deadlines stated above. Submissions should refer to the docket number ("Docket No. 3881") in a prominent place on the cover page and/or the first page. (See Handbook for Electronic Filing Procedures, Electronic Filing Procedures¹). Please note the Secretary's Office will accept only electronic filings during this time. Filings must be made through the Commission's Electronic Document Information System (EDIS, <https://edis.usitc.gov>.) No in-person paper-based filings or paper copies of any electronic filings will be accepted until further notice. Persons with questions

regarding filing should contact the Secretary at EDIS3Help@usitc.gov.

Any person desiring to submit a document to the Commission in confidence must request confidential treatment. All such requests should be directed to the Secretary to the Commission and must include a full statement of the reasons why the Commission should grant such treatment. See 19 CFR 201.6. Documents for which confidential treatment by the Commission is properly sought will be treated accordingly. All information, including confidential business information and documents for which confidential treatment is properly sought, submitted to the Commission for purposes of this Investigation may be disclosed to and used: (i) by the Commission, its employees and Offices, and contract personnel (a) for developing or maintaining the records of this or a related proceeding, or (b) in internal investigations, audits, reviews, and evaluations relating to the programs, personnel, and operations of the Commission including under 5 U.S.C. Appendix 3; or (ii) by U.S. government employees and contract personnel,² solely for cybersecurity purposes. All nonconfidential written submissions will be available for public inspection at the Office of the Secretary and on EDIS.³

This action is taken under the authority of section 337 of the Tariff Act of 1930, as amended (19 U.S.C. 1337), and of §§ 201.10 and 210.8(c) of the Commission's Rules of Practice and Procedure (19 CFR 201.10, 210.8(c)).

By order of the Commission.

Issued: January 29, 2026.

Lisa Barton,

Secretary to the Commission.

[FR Doc. 2026-02107 Filed 2-2-26; 8:45 am]

BILLING CODE 7020-02-P

DEPARTMENT OF JUSTICE

Antitrust Division

United States v. Columbus McKinnon Corp., et al.; Proposed Final Judgment and Competitive Impact Statement

Notice is hereby given pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(b)–(h), that a proposed Final Judgment, Stipulation, and Competitive Impact Statement have been filed with the United States District Court for the District of

Columbia in *United States of America v. Columbus McKinnon Corp., et al.*, Civil Action No. 1:26-cv-00266. On January 29, 2026, the United States filed a Complaint alleging that Columbus McKinnon's proposed acquisition of Kito Crosby Limited would violate Section 7 of the Clayton Act, 15 U.S.C. 18. The proposed Final Judgment, filed at the same time as the Complaint, requires Columbus McKinnon to divest its power chain hoists and chains businesses.

Copies of the Complaint, proposed Final Judgment, and Competitive Impact Statement are available for inspection on the Antitrust Division's website at <http://www.justice.gov/atr> and at the Office of the Clerk of the United States District Court for the District of Columbia. Copies of these materials may be obtained from the Antitrust Division upon request and payment of the copying fee set by Department of Justice regulations.

Public comment is invited within 60 days of the date of this notice. Such comments, including the name of the submitter, and responses thereto, will be posted on the Antitrust Division's website, filed with the Court, and, under certain circumstances, published in the **Federal Register**. Comments should be submitted in English and directed to Soyoung Choe, Acting Chief, Defense, Industrials, and Aerospace Section, Antitrust Division, Department of Justice, 450 Fifth Street NW, Suite 8700, Washington, DC 20530 (email address: ATR.Public-Comments-Tunney-Act-MB@usdoj.gov).

Suzanne Morris,

Deputy Director Civil Enforcement Operations, Antitrust Division.

United States District Court for the District of Columbia

United States of America, Plaintiff, v. *Columbus McKinnon Corporation, KKR North America Fund XI L.P., and Kito Crosby Limited*, Defendants.
No. 1:26-cv-00266-TJK
Judge: Timothy J. Kelly

Complaint

Columbus McKinnon Corporation ("CMCO") and Kito Crosby Limited ("Kito Crosby") are two of the leading manufacturers of electric chain hoists and overhead lifting chain in the United States. CMCO's proposed acquisition of Kito Crosby from KKR North America Fund XI L.P. ("KKR") may substantially lessen competition in the markets for the development, manufacture, distribution, and sale of electric chain hoists and overhead lifting chain in the United States in violation of Section 7 of the Clayton Act, 15 U.S.C. 18. The

¹ Handbook for Electronic Filing Procedures: https://www.usitc.gov/documents/handbook_on_filing_procedures.pdf.

² All contract personnel will sign appropriate nondisclosure agreements.

³ Electronic Document Information System (EDIS): <https://edis.usitc.gov>.

proposed transaction should therefore be enjoined.

I. Nature of the Action

1. Pursuant to a stock purchase agreement dated February 10, 2025, CMCO proposes to acquire all of the outstanding voting securities of Kito Crosby in exchange for approximately \$2.7 billion. As part of the transaction, CMCO and Clayton, Dubilier & Rice Fund XII, L.P. (“CDR”) entered into an investment agreement dated February 10, 2025, in which CDR proposes to purchase approximately 40 percent of the voting securities of CMCO for approximately \$800 million on the condition that CMCO subsequently close its acquisition of Kito Crosby.

2. Electric chain hoists use a motor-driven chain system to safely lift and move heavy loads with ease and precision. They are often integrated with overhead cranes to streamline operations in warehouses, factories, and production facilities across nearly every industry in the United States.

3. Overhead lifting chain is welded chain made from alloy steel that is manufactured and tested in accordance with standards published by the American Society of Testing & Materials (“ASTM”). Due to their superior strength and durability, alloy steel chains that meet or exceed ASTM’s specifications are the only chains recommended by the Occupational Safety and Health Administration (“OSHA”), the National Association of Chain Manufacturers (“NACM”), and the American Society of Mechanical Engineers (“ASME”) for use in lifting loads into positions in which dropping the load would cause bodily injury or property damage.

4. The proposed acquisition would eliminate competition between CMCO and Kito Crosby. As a result, the proposed acquisition may substantially lessen competition in the United States for the development, manufacture, distribution, and sale of electric chain hoists and overhead lifting chain in violation of Section 7 of the Clayton Act, 15 U.S.C. 18.

II. The Defendants

5. CMCO is incorporated in New York and headquartered in Charlotte, North Carolina. CMCO produces a wide range of material handling equipment and is a market leader in the United States for hoists, material handling digital power control systems, and precision conveyers. The company has a strong market position in certain chains, forged fittings, and linear actuator products. In 2024, CMCO had revenues of approximately \$1 billion.

6. Kito Crosby Limited is a private limited company registered in the United Kingdom and headquartered in Arlington, Texas. Kito Crosby is a global leader in the lifting and securement hardware industry with key products including hoists, cranes, and lifting hardware. In 2024, Kito Crosby had revenues of approximately \$1.1 billion. Kito Crosby is owned by KKR North America Fund XI L.P., a Cayman Islands exempted limited partnership with its principal place of business in New York, New York.

III. Jurisdiction and Venue

7. The United States brings this action under Section 15 of the Clayton Act, 15 U.S.C. 25, as amended, to prevent and restrain Defendants from violating Section 7 of the Clayton Act, 15 U.S.C. 18.

8. Defendants develop, manufacture, distribute, and sell electric chain hoists and overhead lifting chain in the flow of interstate commerce. Defendants’ activities in the development, manufacture, distribution, and sale of these products substantially affect interstate commerce. This Court has subject matter jurisdiction over this action pursuant to Section 15 of the Clayton Act, 15 U.S.C. 25, and 28 U.S.C. 1331, 1337(a), and 1345.

9. Defendants have consented to venue and personal jurisdiction in this judicial district. Venue is therefore proper in this district under Section 12 of the Clayton Act, 15 U.S.C. 22 and 28 U.S.C. 1391(b) and (c).

IV. Background

10. The material handling industry is responsible for the movement, protection, storage, and control of materials and products through the process of their manufacture, distribution, consumption, and disposal. Rigging and lifting equipment are key to material handling as they facilitate the safe and efficient movement of heavy loads in a wide range of applications across the American economy. Rigging and lifting equipment is pervasive in the industrial and manufacturing, oil and gas, metals and mining, utilities, construction, and automotive industries.

11. Rigging and lifting equipment includes a variety of hardware, such as chains and shackles, which attach to a load and enable it to be raised and lowered with mechanical force by lifting equipment, such as cranes and hoists. Operating rigging and lifting equipment to move loads that weigh hundreds or thousands of pounds poses significant risk of serious injuries or fatalities. Manufacturers of rigging and lifting

equipment, including CMCO and Kito Crosby, compete to provide safe and reliable products to their customers. To that end, they invest heavily in manufacturing with quality materials, safety testing, training end users, and ensuring durability of products in the field.

V. Relevant Markets

12. Electric chain hoists and overhead lifting chain each constitute a line of commerce as that term is used in Section 7 of the Clayton Act, and each is a relevant product market in which competitive effects can be assessed. The geographic market for each relevant product market is comprised of sales to customers within the United States.

13. Each of these relevant markets satisfies the well-accepted “hypothetical monopolist” test, which asks whether a hypothetical monopolist of all products sold in a market likely would impose at least a small but significant and non-transitory increase in price or other worsening terms (“SSNIPT”). Customers could not turn to alternative products to avoid such a price increase, nor would they so significantly reduce their purchases that the SSNIPT would be unprofitable for the hypothetical monopolist.

a. Electric Chain Hoists

14. Electric chain hoists use a chain driven by an electric motor to lift, lower, and position heavy materials. Electric chain hoists are designed to be durable and can be used independently or integrated into a small overhead crane. Industries across the economy—including automotive, aerospace, energy, construction, and logistics—rely on electric chain hoists daily to increase efficiency and reduce strain on operators.

15. Electric chain hoists vary in capacity, voltages, chain length, and speed. Electric chain hoists are ideal for lifting lighter loads (generally less than three tons) and are easy for operators to use. Although electric chain hoists vary in price depending on their features, the majority of electric chain hoists sold in the United States are priced from approximately \$2,000 to \$6,000.

16. While there are other types of hoists that are designed to perform the same basic lifting, lowering, and positioning functions as electric chain hoists, none of the alternatives offer the same value proposition as electric chain hoists, and therefore are not close substitutes. These other types of hoists are intended for different applications and offer different benefits and drawbacks depending on the environment in which they will be

used, how much weight will be lifted, and lift frequency. Accordingly, these other types of hoists are not effective substitutes for electric chain hoists.

b. Overhead Lifting Chain

17. Chains vary greatly in strength, durability, and reliability depending on how they are manufactured, metals they are made from, and size. To ensure safe and proper usage, ASTM recommends certain specifications for chain used in different applications. The specifications for chain recommended for use in overhead lifting are defined by ASTM as "Grade 80" and "Grade 100." Overhead lifting chain is exclusively made from forged alloy steel while lower grade chain is made from carbon steel or stainless steel.

18. Chain manufacturers market chain as Grade 80 or Grade 100 and emboss links with the grade for identification purposes. Chains that meet or exceed these specifications are collectively referred to as "overhead lifting chain." Since lower grades of chain are not recommended for overhead lifting by OSHA or ASME due to their inferior strength, there are effectively no substitutes for overhead lifting chain.

VI. Anticompetitive Effects

19. In the United States, CMCO and Kito Crosby are the two largest suppliers of electric chain hoists and two of the three largest suppliers of overhead lifting chain. CMCO's proposed acquisition of Kito Crosby would eliminate the competition between them and its future benefits to customers.

20. The transaction is likely to substantially lessen competition in the market for electric chain hoists in the United States. CMCO and Kito Crosby are the two largest suppliers of electric chain hoists with a combined market share of over 70 percent. The market for electric chain hoists is already highly concentrated and, as evidenced by the parties' combined share, would be significantly more concentrated after the proposed acquisition.

21. CMCO and Kito Crosby compete directly against one another to provide electric chain hoists to customers. CMCO and Kito Crosby offer more product features and local customer support than other market participants. Defendants have lowered prices and improved customer service as a result of competition from the other.

22. The transaction is also likely to substantially lessen competition in the market for overhead lifting chain in the United States. CMCO and Kito Crosby are two of the three largest suppliers of overhead lifting chain in the United States and have a combined market

share of more than 60 percent. The market for overhead lifting chain is already highly concentrated and would become significantly more concentrated after the proposed acquisition.

23. CMCO and Kito Crosby compete head-to-head to supply overhead lifting chain to customers. This competition has resulted in lower prices, investments in new production capabilities, and better terms of sale.

24. After the acquisition of Kito Crosby, CMCO likely would have the incentive and ability to profitably increase prices for and reduce the quality of its electric chain hoists and overhead lifting chain. The proposed acquisition, therefore, may substantially lessen competition for the development, manufacture, distribution, and sale of electric chain hoists and overhead lifting chain in the United States in violation of Section 7 of the Clayton Act.

VII. Absence of Countervailing Factors

25. Entry or repositioning of new competitors into the markets for the development, manufacture, distribution, and sale of electric chain hoists or overhead lifting chain is unlikely to be sufficient or timely enough to prevent the loss of competition that will result from CMCO acquiring Kito Crosby.

26. Not only does entering each of the electric chain hoist or overhead lifting chain markets require significant time and investment to set up production facilities and test new products, brand reputation is also very important to competing successfully for customers in the lifting and rigging industries. Electric chain hoists and overhead lifting chain must operate reliably every time to avoid exposing workers to significant risk. Customers often rely on personal experience and brand recognition as a proxy for quality in selecting a supplier since it can be difficult for customers to evaluate the quality of a particular electric chain hoist or overhead lifting chain.

27. Potential entrants into the production of electric chain hoists and overhead lifting chain also struggle to compete with established suppliers due to the scale advantages that larger suppliers benefit from given their increased production volumes. The fact that new entrants have higher average costs than incumbents deters entry into the markets for the development, manufacture, distribution, and sale of electric chain hoists and overhead lifting chain.

28. As a result of these high barriers, entry into the markets for the development, manufacture, distribution, and sale of electric chain hoists and

overhead lifting chain would not be timely, likely, or sufficient to defeat the substantial lessening of competition that would likely result from CMCO's acquisition of Kito Crosby.

VIII. Violations Alleged

29. CMCO's acquisition of Kito Crosby may substantially lessen competition in the development, manufacture, distribution, and sale of electric chain hoists and overhead lifting chain in violation of Section 7 of the Clayton Act, 15 U.S.C. 18.

30. Unless enjoined, the proposed acquisition likely would have the following anticompetitive effects relating to electric chain hoists and overhead lifting chain, among others:

(a) actual and potential competition between CMCO and Kito Crosby would be eliminated;

(c) competition likely would be substantially lessened; and

(d) prices would likely increase, service would likely decrease, quality would likely be reduced, and innovation would likely slow.

IX. Request for Relief

31. The United States requests that this Court:

(a) adjudge and decree that CMCO's acquisition of Kito Crosby would be unlawful and violate Section 7 of the Clayton Act, 15 U.S.C. 18;

(b) preliminarily and permanently enjoin and restrain Defendants and all persons acting on their behalf from consummating the proposed acquisition of Kito Crosby by CMCO, or from entering into or carrying out any other contract, agreement, plan, or understanding, the effect of which would be to combine CMCO and Kito Crosby;

(c) award the United States its costs for this action; and

(d) award the United States such other and further relief as the Court deems just and proper.

Dated: January 29, 2026

Respectfully submitted,

For Plaintiff United States of America
ABIGAIL A. SLATER (D.C. Bar #90027189),
Assistant Attorney General.
MARK HAMER (D.C. Bar #1048333), *Deputy Assistant Attorney General*.
GEORGE C. NIERLICH (D.C. Bar #1004528),
Acting Director of Civil Enforcement (Mergers).
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 * LEAD ATTORNEY TO BE NOTICED

United States District Court for the District of Columbia

United States of America, Plaintiff, v.
Columbus McKinnon Corporation, *KKR North America Fund XI L.P.*, and *Kito Crosby Limited*, Defendants.

No. 1:26-cv-00266-TJK Judge Timothy J. Kelly

Proposed Final Judgment

Whereas, Plaintiff, United States of America, filed its Complaint on January 29, 2026;

And whereas, the United States and Defendants, Columbus McKinnon Corporation, KKR North America Fund XI L.P., and Kito Crosby Limited, have consented to entry of this Final Judgment without the taking of testimony, without trial or adjudication of any issue of fact or law, and without this Final Judgment constituting any evidence against or admission by any party relating to any issue of fact or law;

And whereas, Defendants agree to make a divestiture to remedy the loss of competition alleged in the Complaint;

And whereas, Defendants represent that the divestiture and other relief required by this Final Judgment can and will be made and that Defendants will not later raise a claim of hardship or difficulty as grounds for asking the Court to modify any provision of this Final Judgment;

Now therefore, it is *ordered, adjudged, and decreed*:

I. Jurisdiction

The Court has jurisdiction over the subject matter of and each of the parties to this action. The Complaint states a claim upon which relief may be granted against Defendants under Section 7 of the Clayton Act (15 U.S.C. 18).

II. Definitions

As used in this Final Judgment:

A. “CMCO” means Defendant Columbus McKinnon Corporation, a New York corporation with its headquarters in Charlotte, North Carolina, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

B. “KKR” means Defendant KKR North America Fund XI L.P., a Cayman Islands exempted limited partnership with its principal place of business in New York, New York, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

C. “Kito Crosby” means Defendant Kito Crosby Limited, a private limited company registered in the United Kingdom with its headquarters in Arlington, Texas, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

D. “Pacific” means Pacific Avenue Capital Partners, LLC, a Delaware limited liability company with its headquarters in Manhattan Beach, California, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

E. “Acquirer” means Pacific or another entity approved by the United States in its sole discretion to which Defendants divest the Divestiture Assets.

F. “Divestiture Business” means the business of the development, manufacture, distribution, and sale of Power Chain Hoists and chains by CMCO in the United States.

G. “Divestiture Assets” means all of Defendant CMCO’s rights, titles, and interests in and to all property and assets, tangible and intangible, wherever located, relating to or used in connection with the Divestiture Business, including:

1. the real property and facility located at 22364 Jeb Stuart Highway, Damascus, Virginia (the “Damascus Facility”);
2. the real property and facility located at 560 Rush Street, Lexington, Tennessee (the “Lexington Facility”);
3. the lease dated June 30, 2016 between Defendant CMCO and Pod #2 at Rock Lititz LP for Training Pod #2, located at Suite 40, 201 Rock Lititz Blvd., Lititz, Pennsylvania;
4. the lease dated July 31, 2025 between Defendant CMCO and Kilo Delta, LLC for 26478 Hillman Highway, Abingdon, Virginia;
5. the lease dated January 1, 2026 between Defendant CMCO and Ellen Costello for 22798 Jeb Stuart Highway, Damascus, Virginia;
6. the Transitional Columbus McKinnon Trademark License;
7. all other real property, including fee simple interests, real property leasehold interests and renewal rights thereto, improvements to real property, and options to purchase any adjoining or other property, together with all buildings, facilities, and other structures;
8. all tangible personal property, including fixed assets, machinery and manufacturing equipment, tools, vehicles, inventory, materials, office

equipment and furniture, computer hardware, and supplies (including tangible personal property located at the Wadesboro Facility);

9. all contracts, contractual rights, and customer relationships, and all other agreements, commitments, and understandings, including supply agreements, teaming agreements, joint development agreements, and leases, and all outstanding offers or solicitations to enter into a similar arrangement;

10. all licenses, permits, certifications, approvals, consents, registrations, waivers, and authorizations, including those issued or granted by any governmental organization, and all pending applications or renewals;

11. all records and data, including (a) customer lists, accounts, sales, and credit records, (b) production, repair, maintenance, and performance records, (c) manuals and technical information Defendants provide to their own employees, customers, suppliers, agents, or licensees, (d) records and research data concerning historic and current research and development activities, including designs of experiments and the results of successful and unsuccessful designs and experiments, and (e) drawings, blueprints, and designs;

12. all intellectual property owned, licensed, or sublicensed, either as licensor or licensee, including (a) patents, patent applications, and inventions and discoveries that may be patentable, (b) registered and unregistered copyrights and copyright applications, and (c) registered and unregistered trademarks, trade dress, service marks, trade names, and trademark applications; and

13. all other intangible property, including (a) commercial names and d/b/a names, (b) technical information, (c) computer software and related documentation, know-how, trade secrets, design protocols, specifications for materials, specifications for parts, specifications for devices, safety procedures (e.g., for the handling of materials and substances), quality assurance and control procedures, (d) design tools and simulation capabilities, and (e) rights in internet websites and internet domain names.

Provided, however, that the assets specified in Paragraphs II.G.1–13 above do not include (1) the interests in the Wadesboro Facility; or (2) any intellectual property associated with the brand names “Columbus McKinnon,” “CMCO,” or “CM” other than what is provided in the Transitional Columbus McKinnon Trademark License.

H. “Divestiture Date” means the date on which the Divestiture Assets are divested to Acquirer pursuant to this Final Judgment.

I. “Electric Chain Hoists” means motorized lifting devices, powered by electricity, that lift, lower, and position heavy loads using a chain.

J. “Including” means including, but not limited to.

K. “Overhead Lifting Chain” means high-strength, alloy steel chain specifically engineered for lifting, suspending, or maneuvering heavy loads.

L. “Power Chain Hoists” means motorized lifting devices, irrespective of the source of power, that lift, lower, and position heavy loads using a chain.

M. “Relevant Personnel” means all full-time, part-time, or contract employees of CMCO, wherever located, whose job responsibilities relate in any way to the Divestiture Assets, at any time between February 10, 2025, and the Divestiture Date, including employees of CMCO whose job responsibilities relate to the international sale of Power Chain Hoists and chains manufactured in the United States. The United States, in its sole discretion, will resolve any disagreement relating to which employees are Relevant Personnel.

N. “Transaction” means the proposed acquisition of Kito Crosby by CMCO.

O. “Transitional Columbus McKinnon Trademark License” means a non-exclusive, non-transferrable, sublicensable, fully paid-up, royalty-free, worldwide license to use the “CM” marks in connection with the Divestiture Business for a period of eight years following the Divestiture Date.

P. “Wadesboro Facility” means Defendant CMCO’s facility located at 2020 Country Club Road, Wadesboro, NC 28170.

III. Applicability

A. This Final Judgment applies to KKR, Kito Crosby, and CMCO, as defined above, and all other persons in active concert or participation with any Defendant who receive actual notice of this Final Judgment.

B. If, prior to complying with Section IV and Section V of this Final Judgment, Defendants sell or otherwise dispose of all or substantially all of their assets or of business units that include the Divestiture Assets, Defendants must require any purchaser to be bound by the provisions of this Final Judgment. Defendants need not obtain such an agreement from Acquirer.

IV. Divestiture

A. Defendants are ordered and directed, within 45 calendar days after the Court’s entry of the Asset Preservation and Hold Separate Stipulation and Order in this matter, to divest the Divestiture Assets in a manner consistent with this Final Judgment to Pacific or another Acquirer acceptable to the United States, in its sole discretion. The United States, in its sole discretion, may agree to one or more extensions of this time period not to exceed 90 calendar days in total and will notify the Court of any extensions.

B. For all contracts, agreements, customer relationships, and supplier relationships (or portions of such contracts, agreements, customer relationships, and supplier relationships) included in the Divestiture Assets, Defendant CMCO must assign or otherwise transfer all contracts, agreements, customer relationships, and supplier relationships to Acquirer within the deadlines set forth in Paragraph IV.A.; *provided, however*, that for any contract or agreement that requires the consent of another party to assign or otherwise transfer, Defendant CMCO must use best efforts to accomplish the assignment or transfer. Defendants must not interfere with any negotiations between Acquirer and a contracting party.

C. Defendants must use best efforts to divest the Divestiture Assets as expeditiously as possible. Defendants must take no action that would jeopardize the completion of the divestiture ordered by the Court, including any action to impede the permitting, operation, or divestiture of the Divestiture Assets.

D. Unless the United States otherwise consents in writing, divestiture pursuant to this Final Judgment must include the entire Divestiture Assets and must be accomplished in such a way as to satisfy the United States, in its sole discretion, that the Divestiture Assets can and will be used by Acquirer as part of a viable, ongoing business of the development, manufacture, distribution, and sale of Electric Chain Hoists and Overhead Lifting Chain and that the divestiture to Acquirer will remedy the competitive harm alleged in the Complaint.

E. The divestiture must be made to an Acquirer that, in the United States’ sole judgment, has the intent and capability, including the necessary managerial, operational, technical, and financial capability, to compete effectively in the development, manufacture, distribution, and sale of Electric Chain Hoists and Overhead Lifting Chain.

F. The divestiture must be accomplished in a manner that satisfies the United States, in its sole discretion, that none of the terms of any agreement between Acquirer and Defendants give Defendants the ability unreasonably to raise Acquirer’s costs, to lower Acquirer’s efficiency, or otherwise interfere in the ability of Acquirer to compete effectively in the development, manufacture, distribution, and sale of Electric Chain Hoists and Overhead Lifting Chain.

G. In the event Defendants are attempting to divest the Divestiture Assets to an Acquirer other than Pacific, Defendants promptly must make known, by usual and customary means, the availability of the Divestiture Assets. Defendants must inform any person making an inquiry relating to a possible purchase of the Divestiture Assets that the Divestiture Assets are being divested in accordance with this Final Judgment and must provide that person with a copy of this Final Judgment. Defendants must offer to furnish to all prospective Acquirers, subject to customary confidentiality assurances, all information and documents relating to the Divestiture Assets that are customarily provided in a due diligence process; *provided, however*, that Defendants need not provide information or documents subject to the attorney-client privilege or work-product doctrine. Defendants must make all information and documents available to the United States at the same time that the information and documents are made available to any other person.

H. Defendant CMCO must provide prospective Acquirers with (1) access to make inspections of the Divestiture Assets; (2) access to all environmental, zoning, and other permitting documents and information relating to the Divestiture Assets; and (3) access to all financial, operational, or other documents and information relating to the Divestiture Assets that would customarily be provided as part of a due diligence process. Defendant CMCO also must disclose all encumbrances on any part of the Divestiture Assets, including on intangible property.

I. Defendant CMCO must cooperate with and assist Acquirer in identifying and, at the option of Acquirer, hiring all Relevant Personnel, including:

1. Within 10 business days following the entry of the Asset Preservation and Hold Separate Stipulation and Order in this matter, Defendant CMCO must identify all Relevant Personnel to Acquirer and the United States, including by providing organization charts covering all Relevant Personnel.

2. Within 10 business days following receipt of a request by Acquirer or the United States, Defendant CMCO must provide to Acquirer and the United States additional information relating to Relevant Personnel, including name, job title, reporting relationships, working location, and responsibilities. Defendant CMCO must also provide to Acquirer and the United States information relating to current and accrued compensation and benefits of Relevant Personnel, including most recent bonuses paid, aggregate annual compensation, current target or guaranteed bonus, if any, any retention agreement or incentives, and any other payments due, compensation or benefits accrued, or promises made to the Relevant Personnel. If Defendant CMCO is barred by any applicable law from providing any of this information, Defendant CMCO must provide, within 10 business days following receipt of the request, the requested information to the full extent permitted by law and also must provide a written explanation of Defendant CMCO's inability to provide the remaining information, including specifically identifying the provisions of the applicable laws.

3. At the request of Acquirer, Defendant CMCO must promptly make Relevant Personnel available for private interviews with Acquirer during normal business hours at a mutually agreeable location.

4. Defendants must not interfere with any effort by Acquirer to employ any Relevant Personnel. Interference includes offering to increase the compensation or improve the benefits of Relevant Personnel unless (a) the offer is part of a company-wide increase in compensation or improvement in benefits that was announced prior to February 10, 2025 or (b) the offer is approved by the United States in its sole discretion. Defendants' obligations under this Paragraph IV.I.4. will expire 180 calendar days after the Divestiture Date.

5. For Relevant Personnel who elect employment with Acquirer within 180 calendar days of the Divestiture Date, Defendants must waive all non-compete and non-disclosure agreements; vest and pay to the Relevant Personnel (or to Acquirer for payment to the employee) on a prorated basis any bonuses, incentives, other salary, benefits, or other compensation fully or partially accrued at the time of the transfer of the employee to Acquirer; vest any unvested pension and other equity rights; and provide all other benefits that those Relevant Personnel otherwise would have been provided had the Relevant Personnel continued

employment with Defendant CMCO, including any retention bonuses or payments. Defendants may maintain reasonable restrictions on disclosure by Relevant Personnel of Defendants' proprietary non-public information that is unrelated to the Divestiture Assets and not otherwise required to be disclosed by this Final Judgment.

J. For a period of 24 months from the Divestiture Date, Defendants CMCO and Kito Crosby may not solicit to re-hire Relevant Personnel who were hired by Acquirer within 180 days of the Divestiture Date unless (a) an individual is terminated or laid off by Acquirer or (b) Acquirer agrees in writing that Defendants may solicit to re-hire that individual. Nothing in this Paragraph IV.J prohibits Defendants from advertising employment openings using general solicitations or advertisements and re-hiring Relevant Personnel who apply for an employment opening through a general solicitation or advertisement.

K. Defendant CMCO must warrant to Acquirer that (1) the Divestiture Assets will be operational and without material defect on the date of their transfer to the Acquirer; (2) there are no material defects in the environmental, zoning, or other permits relating to the operation of the Divestiture Assets; and (3) Defendant CMCO has disclosed all encumbrances on any part of the Divestiture Assets, including on intangible property. Following the sale of the Divestiture Assets, Defendants must not undertake, directly or indirectly, challenges to the environmental, zoning, or other permits relating to the operation of the Divestiture Assets.

L. Defendant CMCO must use best efforts to assist Acquirer to obtain all necessary licenses, registrations, and permits to operate the Divestiture Business. Until Acquirer obtains the necessary licenses, registrations, and permits, Defendant CMCO must provide Acquirer with the benefit of Defendant CMCO's licenses, registrations, and permits to the full extent permissible by law.

M. At the option of Acquirer, and subject to approval by the United States in its sole discretion, on or before the Divestiture Date, Defendant CMCO must enter into a supply contract or contracts for hooks, motors, drives, gears, hardware, and components related to the Divestiture Assets sufficient to meet Acquirer's needs, as determined by Acquirer, for a period of up to 24 months, on terms and conditions reasonably related to market conditions for the supply of hooks, motors, drives, gears, hardware, and components

related to the Divestiture Assets. At the option of the Acquirer, subject to approval by the United States in its sole discretion, Defendant CMCO must enter into one or more extensions of any such contracts for a total of up to an additional 12 months, on terms and conditions reasonably related to market conditions for the supply of hooks, motors, drives, gears, hardware, and components related to the Divestiture Assets. Any amendment to or modification of any provision of any such supply contract or supply contract extension is subject to approval by the United States, in its sole discretion. If Acquirer seeks an extension of the term of any supply contract, Defendant CMCO must notify the United States in writing at least 60 calendar days prior to the date the supply contract expires. Acquirer may terminate a supply contract (including an extension of a supply contract), or any portion of a supply contract (including a portion of an extension of a supply contract), without cost or penalty upon 30 calendar days' written notice.

N. At the option of Acquirer, and subject to approval by the United States in its sole discretion, on or before the Divestiture Date, Defendant CMCO must enter into a contract to provide transition services for back office, human resources, accounting, employee health and safety, supply chain logistics, and information technology services and support for a period of up to 12 months on terms and conditions reasonably related to market conditions for the provision of the transition services. At the option of the Acquirer, subject to approval by the United States in its sole discretion, Defendant CMCO must enter into one or more extensions of any such contracts for a total of up to an additional 90 calendar days, on terms and conditions reasonably related to market conditions for the provision of the transition services. Any amendment to or modification of any transition services contract or extension to a transition services contract is subject to approval by the United States, in its sole discretion. If Acquirer seeks an extension of the term of any contract for transition services, Defendant CMCO must notify the United States in writing at least five calendar days prior to the date the contract expires. Acquirer may terminate a contract (including an extension) for transition services, or any portion of a contract (including an extension) for transition services, without cost or penalty at any time upon 30 calendar days' written notice. The employees of Defendant CMCO tasked with providing transition

services to Acquirer must not share any competitively sensitive information of Acquirer with any other employee of Defendants.

O. At the option of Acquirer, subject to approval by the United States in its sole discretion, on or before the Divestiture Date, Defendant CMCO must enter into a contract or contracts for the operation of the portion of the Divestiture Assets located at the Wadesboro Facility, sufficient to meet Acquirer's needs, as determined by Acquirer, for a period of up to 12 months, on terms and conditions reasonably related to market conditions for such asset operation. At the option of Acquirer, subject to approval by the United States in its sole discretion, Defendant CMCO must enter into one or more extensions of any such contracts for a total of up to an additional 12 months, on terms and conditions reasonably related to market conditions for such asset operation. Any amendment to or modification of any provision of any such contract or extension must first be approved by the United States, in its sole discretion. If Acquirer seeks an extension of the term of any such contract, Defendant CMCO must notify the United States in writing at least 30 days prior to the date the contract expires. Acquirer may terminate such a contract (including an extension), or any portion of such a contract (including an extension), without cost or penalty upon 30 calendar days' written notice. The employees of Defendant CMCO tasked with operation of the Divestiture Assets located at the Wadesboro Facility must not share any competitively sensitive information of Acquirer with any employee of Defendants other than those tasked with providing services at the Wadesboro Facility.

P. If any term of an agreement between Defendants and Acquirer, including an agreement to effectuate the divestiture required by this Final Judgment, varies from a term of this Final Judgment, to the extent that Defendants cannot fully comply with both, this Final Judgment determines Defendants' obligations.

V. Appointment of Divestiture Trustee

A. If Defendants have not divested all of the Divestiture Assets within the period specified in Paragraph IV.A., Defendants must immediately notify the United States of that fact in writing. Upon application of the United States, which Defendants may not oppose, the Court will appoint a divestiture trustee selected by the United States and approved by the Court to effect the divestiture of the Divestiture Assets.

B. After the appointment of a divestiture trustee by the Court, only the divestiture trustee will have the right to sell those Divestiture Assets that the divestiture trustee has been appointed to sell. The divestiture trustee will have the power and authority to accomplish the divestiture to an Acquirer acceptable to the United States, in its sole discretion, at a price and on terms obtainable through reasonable effort by the divestiture trustee, subject to the provisions of Sections IV, V, and VI of this Final Judgment, and will have other powers as the Court deems appropriate. The divestiture trustee must sell the Divestiture Assets as quickly as possible.

C. Defendants may not object to a sale by the divestiture trustee on any ground other than malfeasance by the divestiture trustee. Objections by Defendants must be conveyed in writing to the United States and the divestiture trustee within 10 calendar days after the divestiture trustee has provided the notice of proposed divestiture required by Section VI.

D. The divestiture trustee will serve at the cost and expense of Defendants pursuant to a written agreement, on terms and conditions, including confidentiality requirements and conflict of interest certifications, approved by the United States in its sole discretion.

E. The divestiture trustee may hire at the cost and expense of Defendants any agents or consultants, including investment bankers, attorneys, and accountants, that are reasonably necessary in the divestiture trustee's judgment to assist with the divestiture trustee's duties. These agents or consultants will be accountable solely to the divestiture trustee and will serve on terms and conditions, including confidentiality requirements and conflict-of-interest certifications, approved by the United States in its sole discretion.

F. The compensation of the divestiture trustee and agents or consultants hired by the divestiture trustee must be reasonable in light of the value of the Divestiture Assets and based on a fee arrangement that provides the divestiture trustee with incentives based on the price and terms of the divestiture and the speed with which it is accomplished. If the divestiture trustee and Defendants are unable to reach agreement on the divestiture trustee's compensation or other terms and conditions of engagement within 14 calendar days of the appointment of the divestiture trustee by the Court, the United States, in its sole discretion, may take

appropriate action, including by making a recommendation to the Court. Within three business days of hiring an agent or consultant, the divestiture trustee must provide written notice of the hiring and rate of compensation to Defendants and the United States.

G. The divestiture trustee must account for all monies derived from the sale of the Divestiture Assets by the divestiture trustee and all costs and expenses incurred. Within 30 calendar days of the Divestiture Date, the divestiture trustee must submit that accounting to the Court for approval. After approval by the Court of the divestiture trustee's accounting, including fees for unpaid services and those of agents or consultants hired by the divestiture trustee, all remaining money must be paid to Defendants, and the trust will then be terminated.

H. Defendants must use best efforts to assist the divestiture trustee to accomplish the required divestiture. Subject to reasonable protection for trade secrets, other confidential research, development, or commercial information, or any applicable privileges, Defendants must provide the divestiture trustee and agents or consultants retained by the divestiture trustee with full and complete access to all personnel, books, records, and facilities of the Divestiture Assets. Defendants also must provide or develop financial and other information relevant to the Divestiture Assets that the divestiture trustee may reasonably request. Defendants must not take any action to interfere with or to impede the divestiture trustee's accomplishment of the divestiture.

I. The divestiture trustee must maintain complete records of all efforts made to sell the Divestiture Assets, including by filing monthly reports with the United States setting forth the divestiture trustee's efforts to accomplish the divestiture ordered by this Final Judgment. The reports must include the name, address, and telephone number of each person who, during the preceding month, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring any interest in the Divestiture Assets and must describe in detail each contact.

J. If the divestiture trustee has not accomplished the divestiture ordered by this Final Judgment within 180 calendar days of appointment, the divestiture trustee must promptly provide the United States with a report setting forth: (1) the divestiture trustee's efforts to accomplish the required divestiture; (2) the reasons, in the divestiture trustee's

judgment, why the required divestiture have not been accomplished; and (3) the divestiture trustee's recommendations for completing the divestiture.

Following receipt of that report, the United States may make additional recommendations to the Court. The Court thereafter may enter such orders as it deems appropriate to carry out the purpose of this Final Judgment, which may include extending the trust and the term of the divestiture trustee's appointment by a period requested by the United States.

K. The divestiture trustee will serve until divestiture of all Divestiture Assets is completed or for a term otherwise ordered by the Court.

L. If the United States determines that the divestiture trustee is not acting diligently or in a reasonably cost-effective manner, the United States may recommend that the Court appoint a substitute divestiture trustee.

VI. Notice of Proposed Divestiture

A. Within two business days following execution of a definitive agreement with an Acquirer other than Pacific to divest the Divestiture Assets, Defendants or the divestiture trustee, whichever is then responsible for effecting the divestiture, must notify the United States of the proposed divestiture. If the divestiture trustee is responsible for completing the divestiture, the divestiture trustee also must notify Defendants. The notice must set forth the details of the proposed divestiture and list the name, address, and telephone number of each person not previously identified who offered or expressed an interest in or desire to acquire any ownership interest in the Divestiture Assets.

B. After receipt by the United States of the notice required by Paragraph VI.A., the United States may make one or more requests to Defendants or the divestiture trustee for additional information concerning the proposed divestiture, the proposed Acquirer, and other prospective Acquirers. Defendants and the divestiture trustee must furnish any additional information requested within 15 calendar days of the receipt of each request unless the United States provides written agreement to a different period.

C. Within 45 calendar days after receipt of the notice required by Paragraph VI.A. or within 20 calendar days after the United States has been provided the additional information requested pursuant to Paragraph VI.B., whichever is later, the United States will provide written notice to Defendants and any divestiture trustee that states whether the United States, in

its sole discretion, objects to the proposed Acquirer or any other aspect of the proposed divestiture. Without written notice that the United States does not object, a divestiture may not be consummated. If the United States provides written notice that it does not object, the divestiture may be consummated, subject only to Defendants' limited right to object to the sale under Paragraph V.C. of this Final Judgment. Upon objection by Defendants pursuant to Paragraph V.C., a divestiture by the divestiture trustee may not be consummated unless approved by the Court.

VII. Financing

Defendants may not finance all or any part of Acquirer's purchase of all or part of the Divestiture Assets.

VIII. Asset Preservation and Hold Separate Obligations

Defendants must take all steps necessary to comply with the Asset Preservation and Hold Separate Stipulation and Order entered by the Court.

IX. Affidavits

A. Within 20 calendar days of entry of the Asset Preservation and Hold Separate Stipulation and Order, and every 30 calendar days thereafter until the divestiture required by this Final Judgment has been completed, each Defendant must deliver to the United States an affidavit, signed by Defendant CMCO's Chief Financial Officer and General Counsel and Defendant Kito Crosby's Chief Financial Officer and Chief Legal and Compliance Officer, describing in reasonable detail the fact and manner of that Defendant's compliance with this Final Judgment. The United States, in its sole discretion, may approve different signatories for the affidavits.

B. In the event Defendants are attempting to divest the Divestiture Assets to an Acquirer other than Pacific, each affidavit required by Paragraph IX.A. must include: (1) the name, address, and telephone number of each person who, during the preceding 30 calendar days, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, an interest in the Divestiture Assets and describe in detail each contact with such persons during that period; (2) a description of the efforts Defendants have taken to solicit buyers for and complete the sale of the Divestiture Assets and to provide required information to prospective Acquirers; and (3) a description of any

limitations placed by Defendants on information provided to prospective Acquirers. Objection by the United States to information provided by Defendants to prospective Acquirers must be made within 14 calendar days of receipt of the affidavit, except that the United States may object at any time if the information set forth in the affidavit is not true or complete.

C. Defendants must keep all records of any efforts made to divest the Divestiture Assets until one year after the Divestiture Date.

D. Within 20 calendar days of entry of the Asset Preservation and Hold Separate Stipulation and Order, Defendants must deliver to the United States an affidavit signed by Defendant CMCO's Chief Financial Officer and General Counsel and Defendant Kito Crosby's Chief Financial Officer and Chief Legal and Compliance Officer that describes in reasonable detail all actions that Defendants have taken and all steps that Defendants have implemented on an ongoing basis to comply with Section VIII of this Final Judgment. The United States, in its sole discretion, may approve different signatories for the affidavits.

E. If a Defendant makes any changes to actions and steps described in affidavits provided pursuant to Paragraph IX.D., the Defendant must, within 15 calendar days after any change is implemented, deliver to the United States an affidavit describing those changes.

F. Defendants must keep all records of any efforts made to comply with Section VIII until one year after the Divestiture Date.

X. Compliance Inspection

A. For the purposes of determining or securing compliance with this Final Judgment or of related orders such as the Asset Preservation and Hold Separate Stipulation and Order or of determining whether this Final Judgment should be modified or vacated, upon the written request of an authorized representative of the Assistant Attorney General for the Antitrust Division and reasonable notice to Defendants, Defendants must permit, from time to time and subject to legally recognized privileges, authorized representatives, including agents retained by the United States:

1. to have access during Defendants' business hours to inspect and copy, or at the option of the United States, to require Defendants to provide electronic copies of all books, ledgers, accounts, records, data, and documents, wherever located, in the possession, custody, or control of Defendants relating to any

matters contained in this Final Judgment; and

2. to interview, either informally or on the record, Defendants' officers, employees, or agents, wherever located, who may have their individual counsel present, relating to any matters contained in this Final Judgment. The interviews must be subject to the reasonable convenience of the interviewee and without restraint or interference by Defendants.

B. Upon the written request of an authorized representative of the Assistant Attorney General for the Antitrust Division, Defendants must submit written reports or respond to written interrogatories, under oath if requested, relating to any matters contained in this Final Judgment.

XI. No Reacquisition

Defendants may not reacquire any part of or any interest in the Divestiture Assets during the term of this Final Judgment without prior written authorization of the United States.

XII. Public Disclosure

A. No information or documents obtained pursuant to any provision in this Final Judgment may be divulged by the United States to any person other than an authorized representative of the executive branch of the United States, except in the course of legal proceedings to which the United States is a party, including grand-jury proceedings, for the purpose of evaluating a proposed Acquirer or securing compliance with this Final Judgment, or as otherwise required by law.

B. In the event of a request by a third party, pursuant to the Freedom of Information Act, 5 U.S.C. 552, for disclosure of information obtained pursuant to any provision of this Final Judgment, the United States will act in accordance with that statute and the Department of Justice regulations at 28 CFR part 16, including the provision on confidential commercial information at 28 CFR 16.7. Defendants submitting information to the Antitrust Division should designate the confidential commercial information portions of all applicable documents and information under 28 CFR 16.7. Designations of confidentiality expire 10 years after submission, "unless the submitter requests and provides justification for a longer designation period." See 28 CFR 16.7(b).

C. If at the time that Defendants furnish information or documents to the United States pursuant to any provision of this Final Judgment, Defendants represent and identify in writing information or documents for which a

claim of protection may be asserted under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure, and Defendants mark each pertinent page of such material, "Subject to claim of protection under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure," the United States must give Defendants 10 calendar days' notice before divulging the material in any legal proceeding (other than a grand jury proceeding).

XIII. Retention of Jurisdiction

The Court retains jurisdiction to enable any party to this Final Judgment to apply to the Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify any of its provisions, to enforce compliance, and to punish violations of its provisions.

XIV. Enforcement of Final Judgment

A. If at any time during the five-year period following entry of this Final Judgment, the United States determines in its sole discretion that the Final Judgment has failed to fully redress the violations alleged in the Complaint, then the United States may re-open this proceeding to seek additional relief, including divestiture of additional assets. Such additional relief may be ordered by this Court upon a finding by a preponderance of the evidence that there is a reasonable probability that the proposed Final Judgment did not fully redress the violations alleged in the Complaint.

B. The United States retains and reserves all rights to enforce the provisions of this Final Judgment, including the right to seek an order of contempt from the Court. In a civil contempt action, a motion to show cause, or a similar action brought by the United States relating to an alleged violation of this Final Judgment, the United States may establish a violation of this Final Judgment and the appropriateness of a remedy therefor by a preponderance of the evidence, and Defendants waive any argument that a different standard of proof should apply.

C. This Final Judgment should be interpreted to give full effect to the procompetitive purposes of the antitrust laws and to restore the competition the United States alleges was harmed by the challenged conduct. Defendants may be held in contempt of, and the Court may enforce, any provision of this Final Judgment that, as interpreted by the Court in light of these procompetitive principles and applying ordinary tools of interpretation, is stated specifically and in reasonable detail, whether or not

it is clear and unambiguous on its face. In any such interpretation, the terms of this Final Judgment should not be construed against either party as the drafter.

D. In an enforcement proceeding in which the Court finds that Defendants have violated this Final Judgment, the United States may apply to the Court for an extension of this Final Judgment, together with other relief that may be appropriate. In connection with a successful effort by the United States to enforce this Final Judgment against a Defendant, whether litigated or resolved before litigation, that Defendant must reimburse the United States for the fees and expenses of its attorneys, as well as all other costs including experts' fees, incurred in connection with that effort to enforce this Final Judgment, including during the investigation of the potential violation.

E. For a period of four years following the expiration of this Final Judgment, if the United States has evidence that a Defendant violated this Final Judgment before it expired, the United States may file an action against that Defendant in this Court requesting that the Court order: (1) Defendant to comply with the terms of this Final Judgment for an additional term of at least four years following the filing of the enforcement action; (2) all appropriate contempt remedies; (3) additional relief needed to ensure the Defendant complies with the terms of this Final Judgment; and (4) fees or expenses as called for by this Section XIV.

XV. Expiration of Final Judgment

Unless the Court grants an extension, this Final Judgment will expire 10 years from the date of its entry, except that after five years from the date of its entry, this Final Judgment may be terminated upon notice by the United States to the Court and Defendants that the divestiture has been completed and continuation of this Final Judgment is no longer necessary or in the public interest.

XVI. Public Interest Determination

Entry of this Final Judgment is in the public interest. The parties have complied with the requirements of the Antitrust Procedures and Penalties Act, 15 U.S.C. 16, including by making available to the public copies of this Final Judgment and the Competitive Impact Statement, public comments thereon, and any response to comments by the United States. Based upon the record before the Court, which includes the Competitive Impact Statement and, if applicable, any comments and response to comments filed with the

Court, entry of this Final Judgment is in the public interest.

Date:

[Court approval subject to procedures of Antitrust Procedures and Penalties Act, 15 U.S.C. 16]

United States District Judge

United States District Court for The District of Columbia

United States of America, Plaintiff, v.
Columbus McKinnon Corporation, KKR North America Fund XI L.P., and Kito Crosby Limited, Defendants.

No. 1:26-cv-00266-TJK

Judge Timothy J. Kelly

I. Competitive Impact Statement

In accordance with the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(b)–(h) (the “APPA” or “Tunney Act”), the United States of America files this Competitive Impact Statement related to the proposed Final Judgment filed in this civil antitrust proceeding.

I. Nature and Purpose of the Proceeding

On February 10, 2025, Columbus McKinnon Corporation (“CMCO”) agreed to acquire all of the outstanding voting securities of Kito Crosby Limited (“Kito Crosby”) for approximately \$2.7 billion. The United States filed a civil antitrust Complaint on January 29, 2026, seeking to enjoin the proposed acquisition. The Complaint alleges that the likely effect of this acquisition would be to substantially lessen competition for electric chain hoists and overhead lifting chain in the United States in violation of Section 7 of the Clayton Act, 15 U.S.C. § 18.

At the same time the Complaint was filed, the United States filed a proposed Final Judgment and an Asset Preservation and Hold Separate Stipulation and Order (“Stipulation and Order”), which are designed to remedy the loss of competition alleged in the Complaint.

Under the proposed Final Judgment, which is explained more fully below, Defendant CMCO is required to divest its power chain hoist and chains businesses in the United States.

Under the terms of the Stipulation and Order, Defendants must take certain steps to operate, preserve, and maintain the full economic viability, marketability, and competitiveness of the assets that must be divested. In addition, management, sales, and operations of the assets that must be divested must be held entirely separate, distinct and apart from Defendants’ other operations. The purpose of these terms in the Stipulation and Order is to ensure that competition is maintained during the pendency of the required divestiture.

The United States and Defendants have stipulated that the proposed Final Judgment may be entered after compliance with the APPA. Entry of the proposed Final Judgment will terminate this action, except that the Court will retain jurisdiction to construe, modify, or enforce the provisions of the proposed Final Judgment and to punish violations thereof.

II. Description of Events Giving Rise to the Alleged Violation

A. The Defendants and the Proposed Transaction

CMCO is incorporated in New York and headquartered in Charlotte, North Carolina. CMCO produces a wide range of material handling equipment and is a market leader in the United States for hoists, material handling digital power control systems, and precision conveyers. The company has a strong market position in certain chains, forged fittings, and linear actuator products. In 2024, CMCO had revenues of approximately \$1 billion.

Kito Crosby Limited is a private limited company registered in the United Kingdom and headquartered in Arlington, Texas. Kito Crosby is a global leader in the lifting and securement hardware industry with key products including hoists, cranes, and lifting hardware. In 2024, Kito Crosby had revenues of approximately \$1.1 billion. Kito Crosby is owned by KKR North America Fund XI L.P., a Cayman Islands exempted limited partnership with its principal place of business in New York, New York.

Pursuant to a Stock Purchase Agreement dated February 10, 2025, CMCO agreed to acquire all of the outstanding voting securities of Kito Crosby for approximately \$2.7 billion.

B. The Competitive Effects of the Transaction

The Complaint alleges that the transaction will result in anticompetitive effects in the markets for the development, manufacture, distribution, and sale of electric chain hoists and overhead lifting chain in the United States.

1. Electric Chain Hoists

Electric chain hoists use a chain driven by an electric motor to lift, lower, and position heavy materials. Electric chain hoists are designed to be durable and can be used independently or integrated into a small overhead crane. Industries across the economy—including automotive, aerospace, energy, construction, and logistics—rely on electric chain hoists daily to increase

efficiency and reduce strain on operators.

Electric chain hoists vary in capacity, voltages, chain length, and speed. Electric chain hoists are ideal for lifting lighter loads (generally less than three tons) and are easy for operators to use. Although electric chain hoists vary in price depending on their features, the majority of electric chain hoists sold in the United States are priced from approximately \$2,000 to \$6,000.

While there are other types of hoists that are designed to perform the same basic lifting, lowering, and positioning functions as electric chain hoists, none of the alternatives offer the same value proposition as electric chain hoists, and therefore are not close substitutes. These other types of hoists are intended for different applications and offer different benefits and drawbacks depending on the environment in which it will be used, how much weight will be lifted, and lift frequency. Accordingly, these other types of hoists are not effective substitutes for electric chain hoists.

2. Overhead Lifting Chain

Chains vary greatly in strength, durability, and reliability depending on how they are manufactured, the metals they are made from, and their size. To ensure safe and proper usage, the American Society of Testing & Materials (“ASTM”) recommends certain specifications for chain used in different applications. The specifications for chain recommended for use in overhead lifting are defined by ASTM as “Grade 80” and “Grade 100.” Overhead lifting chain is exclusively made from forged alloy steel while lower grade chain is made from carbon steel or stainless steel.

Chain manufacturers market chain as Grade 80 or Grade 100 and emboss the links that make up the chain with the grade for identification purposes. Chains that meet or exceed these specifications are collectively referred to as “overhead lifting chain.” Since lower grades of chain are not recommended for overhead lifting by OSHA or ASME due to their inferior strength, there are effectively no substitutes for overhead lifting chain.

3. Competitive Effects

The transaction is likely to substantially lessen competition in the markets for the development, manufacture, distribution, and sale of electric chain hoists and overhead lifting chain in the United States. CMCO and Kito Crosby are the two largest suppliers of electric chain hoists in the United States with a combined market share of over 70 percent. The market for

electric chain hoists is already highly concentrated and, as evidenced by the parties' combined share, would be significantly more concentrated after the proposed acquisition. CMCO and Kito Crosby compete directly against one another to provide electric chain hoists to customers. CMCO and Kito Crosby offer more product features and local customer support than other market participants. Defendants have lowered prices and improved customer service as a result of competition from the other.

CMCO and Kito Crosby are also two of the three largest suppliers of overhead lifting chain in the United States and have a combined market share of more than 60 percent. The market for overhead lifting chain is already highly concentrated and would become significantly more concentrated after the proposed acquisition. CMCO and Kito Crosby compete head-to-head to supply overhead lifting chain to customers. This competition has resulted in lower prices, investments in new production capabilities, and better terms of sale.

After the acquisition of Kito Crosby, CMCO likely would have the incentive and ability to profitably increase prices for and reduce the quality of its electric chain hoists and overhead lifting chain. The proposed acquisition, therefore, likely would substantially lessen competition for the development, manufacture, distribution, and sale of electric chain hoists and overhead lifting chain in the United States in violation of Section 7 of the Clayton Act.

4. Difficulty of Entry

Entry or repositioning of new competitors into the market for the development, manufacture, distribution, and sale of electric chain hoists or overhead lifting chain is unlikely to be sufficient or timely enough to prevent the loss of competition that will result from CMCO acquiring Kito Crosby.

Not only does entering each of the electric chain hoist or overhead lifting chain markets require significant time and investment to set up production facilities and test new products, brand reputation is also very important to competing successfully for customers in the lifting and rigging industries. Electric chain hoists and overhead lifting chain must operate reliably every time to avoid exposing workers to significant risk. Customers often rely on personal experience and brand recognition as a proxy for quality in selecting a supplier since it can be difficult for customers to evaluate the

quality of a particular electric chain hoist or overhead lifting chain.

Potential entrants into the production of electric chain hoists and overhead lifting chain also struggle to compete with established suppliers due to the scale advantages that larger suppliers benefit from given their increased production volumes. The fact that new entrants have higher average costs than incumbents deters entry into the markets for the development, manufacture, distribution, and sale of electric chain hoists and overhead lifting chain.

As a result of these high barriers, entry into the markets for the development, manufacture, distribution, and sale of electric chain hoists and overhead lifting chain would not be timely, likely, or sufficient to defeat the substantial lessening of competition that would likely result from CMCO's acquisition of Kito Crosby.

III. Explanation of the Proposed Final Judgment

The relief required by the proposed Final Judgment will remedy the loss of competition alleged in the Complaint by establishing an independent and economically viable competitor in the markets for the development, manufacture, distribution, and sale of electric chain hoists and overhead lifting chain. Paragraph IV.A of the proposed Final Judgment requires Defendants, within 45 days after the entry of the Stipulation and Order by the Court, to divest Defendant CMCO's Power Chain Hoist and chains businesses in the United States to Pacific Avenue Capital Partners or an alternative acquirer acceptable to the United States, in its sole discretion. The assets must be divested in such a way as to satisfy the United States, in its sole discretion, that the assets can and will be operated by the acquirer as a viable, ongoing business that can compete effectively in the markets for the development, manufacture, distribution, and sale of electric chain hoists and overhead lifting chain. Defendants must take all reasonable steps necessary to accomplish the divestiture quickly and must cooperate with the acquirer.

Defendants are required to divest the Divestiture Assets, which consist of all Defendant CMCO's rights, titles, and interests in and to all property and assets related to the Divestiture Business. The Divestiture Business, defined in Paragraph II.F, includes the business of the development, manufacture, distribution, and sale of Power Chain Hoists and chains by CMCO in the United States. As defined in Paragraph II.L, Power Chain Hoists

includes all motorized lifting devices, irrespective of the source of power, that lift, lower, and position heavy loads using a chain.

Paragraph II.G of the proposed Final Judgment identifies categories of Divestiture Assets, including (1) real property interests at specified locations used in the Divestiture Business in Damascus, Virginia; Lexington, Tennessee; Lititz, Pennsylvania; and Abingdon, Virginia; (2) a transitional Columbus McKinnon trademark license; (3) all other real property related to the Divestiture Business; (4) all personal property, including fixed assets, machinery and manufacturing equipment, tools, vehicles, inventory, materials, office equipment and furniture, computer hardware, and supplies (including tangible personal property located CMCO's manufacturing facility in Wadesboro, North Carolina); (5) all contracts, contractual rights, and customer relationships, and all other agreements, commitments, and understandings, including supply agreements; (6) all licenses, permits, certifications, approvals, consents, registrations, waivers, and authorizations; (7) all records and data; (8) all intellectual property owned, licensed, or sublicensed, either as licensor or licensee; and (9) all other intangible property. These Divestiture Assets are broadly defined to ensure a complete divestiture of all assets needed for the Divested Businesses. Any exceptions to the divestiture obligations are specified in the proposed Final Judgment.

The Divestiture Assets do not include certain specified assets, as defined in Paragraph II.G, including (1) the interests in CMCO's manufacturing facility in Wadesboro, North Carolina; or (2) any intellectual property associated with the brand names "Columbus McKinnon," "CMCO," or "CM" other than what is provided in the transitional Columbus McKinnon trademark license, as defined in Paragraph II.O.

The proposed Final Judgment contains provisions intended to facilitate the acquirer's efforts to hire certain employees. Specifically, Paragraph IV.I of the proposed Final Judgment requires Defendant CMCO to identify to the acquirer and the United States all Relevant Personnel, including by providing organization charts and information relating to these employees and to make them available for interviews. It also provides that Defendants must not interfere with any negotiations by the acquirer to hire these employees. In addition, for employees who elect employment with

the acquirer, Defendants must waive all non-compete and non-disclosure agreements, vest all unvested pension and other equity rights, provide any pay pro rata, provide all compensation and benefits that those employees have fully or partially accrued, and provide all other benefits that the employees would generally be provided had those employees continued employment with Defendant CMCO, including but not limited to any retention bonuses or payments. Paragraph IV.J provides that Defendants CMCO and Kito Crosby may not solicit to re-hire any of those employees who were hired by the acquirer, unless an employee is terminated or laid off by the acquirer or the acquirer agrees in writing that Defendants may solicit to hire that individual. The non-solicitation period runs for 24 months from the date of the divestiture.

Paragraph IV.B of the proposed Final Judgment will facilitate the transfer to the acquirer of customers, suppliers, and other contractual relationships that are included within the Divestiture Assets. Defendant CMCO must transfer all contracts, agreements, and relationships to the acquirer and must make best efforts to assign or otherwise transfer contracts or agreements that require the consent of another party to assign or otherwise transfer.

Paragraph IV.M of the proposed Final Judgment requires Defendant CMCO, at the acquirer's option, to enter into a supply contract for hooks, motors, drives, gears, hardware, and components related to the Divestiture Assets sufficient to meet acquirer's needs for a period of up to 24 months. The acquirer may terminate the supply contract, or any portion of it, without cost or penalty at any time upon 30 calendar days' notice. Upon the acquirer's request, the United States, in its sole discretion, may approve one or more extensions of the supply contract for up to an additional 12 months. Any amendment to or modification of any provisions of a supply contract is subject to approval by the United States, in its sole discretion. This provision will help to ensure that the acquirer will not face disruption to its supply of hooks, motors, drives, gears, hardware, and components related to the Divestiture Assets during an important transitional period.

The proposed Final Judgment requires Defendant CMCO to provide certain transition services to maintain the viability and competitiveness of the Divestiture Assets during the transition to the acquirer. Paragraph IV.N of the proposed Final Judgment requires Defendant CMCO, at the option of the

acquirer, to enter into a transition services agreement for back office, human resources, accounting, employee health and safety, supply chain logistics, and information technology services and support for a period of up to 12 months. The acquirer may terminate the transition services agreement, or any portion of it, without cost or penalty at any time upon 30 calendar days' notice. The paragraph further provides that the United States, in its sole discretion, may approve one or more extensions of the transition services agreement for a total of up to an additional 90 calendar days. Any amendment to or modification of any transition services contract is subject to approval by the United States, in its sole discretion. Paragraph IV.N also provides that employees of Defendant CMCO tasked with supporting this agreement must not share any competitively sensitive information of the acquirer with any other employee of Defendants.

Paragraph IV.O of the proposed Final Judgment provides that Defendant CMCO must enter into a contract or contracts for the operation of the portion of the Divestiture Assets located at CMCO's facility in Wadesboro, North Carolina for a period of up to 12 months. At the option of the acquirer, the United States, in its sole discretion, may approve one or more extensions of the contract for up to an additional 12 months. Any amendment to or modification of any such contract or extension is subject to approval by the United States, in its sole discretion. The acquirer may terminate the contract, or any portion of it, without cost or penalty at any time upon 30 calendar days' notice. Paragraph IV.O also provides that employees of Defendant CMCO tasked with supporting this agreement must not share any competitively sensitive information of the acquirer with any employee of Defendants other than those also tasked with providing services supporting this agreement.

If Defendants do not accomplish the divestiture within the period prescribed in Paragraph IV.A of the proposed Final Judgment, Section V of the proposed Final Judgment provides that the Court will appoint a divestiture trustee selected by the United States to effect the divestiture. If a divestiture trustee is appointed, the proposed Final Judgment provides that Defendants must pay all costs and expenses of the trustee. The divestiture trustee's commission must be structured so as to provide an incentive for the trustee based on the price obtained and the speed with which the divestiture is accomplished. After the divestiture trustee's appointment becomes effective, the

trustee must provide monthly reports to the United States setting forth his or her efforts to accomplish the divestiture. If the divestiture has not been accomplished within 180 calendar days of the divestiture trustee's appointment, the United States may make recommendations to the Court, which will enter such orders as appropriate, in order to carry out the purpose of the Final Judgment, including by extending the trust or the term of the divestiture trustee's appointment.

The proposed Final Judgment also contains provisions designed to promote compliance with and make enforcement of the Final Judgment as effective as possible. Paragraph XIV.A of the proposed Final Judgment provides that, if at any time during the five-year period following entry of the Final Judgment, the United States determines at its sole discretion that the Final Judgment has failed to fully redress the violations alleged in the Complaint, then the United States may re-open the proceeding to seek additional relief, including divestiture of additional assets.

Paragraph XIV.B provides that the United States retains and reserves all rights to enforce the Final Judgment, including the right to seek an order of contempt from the Court. Under the terms of Paragraph XIV.B, Defendants have agreed that in any civil contempt action, any motion to show cause, or any similar action brought by the United States regarding an alleged violation of the Final Judgment, the United States may establish the violation and the appropriateness of any remedy by a preponderance of the evidence and that Defendants have waived any argument that a different standard of proof should apply. This provision aligns the standard for compliance with the Final Judgment with the standard of proof that applies to the underlying offense that the Final Judgment addresses.

Paragraph XIV.C provides additional clarification regarding the interpretation of the provisions of the proposed Final Judgment. The proposed Final Judgment is intended to restore the competition the United States alleged in the Complaint. Defendants agree that they will abide by the proposed Final Judgment and that they may be held in contempt of the Court for failing to comply with any provision of the proposed Final Judgment that is stated specifically and in reasonable detail, as interpreted in light of this procompetitive purpose.

Paragraph XIV.D provides that if the Court finds in an enforcement proceeding that a Defendant has violated the Final Judgment, the United

States may apply to the Court for an extension of the Final Judgment, together with such other relief as may be appropriate. In addition, to compensate American taxpayers for any costs associated with investigating and enforcing violations of the Final Judgment, Paragraph XIV.D provides that, in any successful effort by the United States to enforce the Final Judgment against a Defendant, whether litigated or resolved before litigation, the Defendant must reimburse the United States for attorneys' fees, experts' fees, and other costs incurred in connection with that effort to enforce this Final Judgment, including the investigation of the potential violation.

Paragraph XIV.E states that the United States may file an action against a Defendant for violating the Final Judgment for up to four years after the Final Judgment has expired or been terminated. This provision is meant to address circumstances such as when evidence that a violation of the Final Judgment occurred during the term of the Final Judgment is not discovered until after the Final Judgment has expired or been terminated or when there is not sufficient time for the United States to complete an investigation of an alleged violation until after the Final Judgment has expired or been terminated. This provision, therefore, makes clear that, for four years after the Final Judgment has expired or been terminated, the United States may still challenge a violation that occurred during the term of the Final Judgment.

Finally, Section XV of the proposed Final Judgment provides that the Final Judgment will expire ten years from the date of its entry, except that after five years from the date of its entry, the Final Judgment may be terminated upon notice by the United States to the Court and Defendants that the divestiture has been completed and continuation of the Final Judgment is no longer necessary or in the public interest.

IV. Remedies Available to Potential Private Plaintiffs

Section 4 of the Clayton Act, 15 U.S.C. 15, provides that any person who has been injured as a result of conduct prohibited by the antitrust laws may bring suit in federal court to recover three times the damages the person has suffered, as well as costs and reasonable attorneys' fees. Entry of the proposed Final Judgment neither impairs nor assists the bringing of any private antitrust damage action. Under the provisions of Section 5(a) of the Clayton Act, 15 U.S.C. 16(a), the proposed Final Judgment has no prima facie effect in

any subsequent private lawsuit that may be brought against Defendants.

V. Procedures Available for Modification of the Proposed Final Judgment

The United States and Defendants have stipulated that the proposed Final Judgment may be entered by the Court after compliance with the provisions of the APPA, provided that the United States has not withdrawn its consent. The APPA conditions entry upon the Court's determination that the proposed Final Judgment is in the public interest.

The APPA provides a period of at least 60 days preceding the effective date of the proposed Final Judgment within which any person may submit to the United States written comments regarding the proposed Final Judgment. Any person who wishes to comment should do so within 60 days of the date of publication of this Competitive Impact Statement in the **Federal Register**, or within 60 days of the first date of publication in a newspaper of the summary of this Competitive Impact Statement, whichever is later. All comments received during this period will be considered by the U.S. Department of Justice, which remains free to withdraw its consent to the proposed Final Judgment at any time before the Court's entry of the Final Judgment. The comments and the response of the United States will be filed with the Court. In addition, the comments and the United States' responses will be published in the **Federal Register** unless the Court agrees that the United States instead may publish them on the U.S. Department of Justice, Antitrust Division's internet website.

Written comments should be submitted in English to: Soyoung Choe Acting Chief, Defense, Industrials, and Aerospace Section, Antitrust Division, United States Department of Justice, 450 Fifth St. NW, Suite 8700, Washington, DC 20530, *ATR.Public-Comments-Tunney-Act-MB@usdoj.gov*.

The proposed Final Judgment provides that the Court retains jurisdiction over this action, and the parties may apply to the Court for any order necessary or appropriate for the modification, interpretation, or enforcement of the Final Judgment.

VI. Alternatives to the Proposed Final Judgment

As an alternative to the proposed Final Judgment, the United States considered a full trial on the merits against Defendants. The United States could have continued the litigation and sought preliminary and permanent

injunctions against Columbus McKinnon's acquisition of Kito Crosby. The United States is satisfied, however, that the relief required by the proposed Final Judgment will remedy the anticompetitive effects alleged in the Complaint, preserving competition for electric chain hoists and overhead lifting chain in the United States. Thus, the proposed Final Judgment achieves all or substantially all of the relief the United States would have obtained through litigation but avoids the time, expense, and uncertainty of a full trial on the merits.

VII. Standard of Review Under the APPA for the Proposed Final Judgment

Under the Clayton Act and APPA, proposed Final Judgments, or "consent decrees," in antitrust cases brought by the United States are subject to a 60-day comment period, after which the Court shall determine whether entry of the proposed Final Judgment "is in the public interest." 15 U.S.C. 16(e)(1). In making that determination, the Court, in accordance with the statute as amended in 2004, is required to consider:

(A) the competitive impact of such judgment, including termination of alleged violations, provisions for enforcement and modification, duration of relief sought, anticipated effects of alternative remedies actually considered, whether its terms are ambiguous, and any other competitive considerations bearing upon the adequacy of such judgment that the court deems necessary to a determination of whether the consent judgment is in the public interest; and

(B) the impact of entry of such judgment upon competition in the relevant market or markets, upon the public generally and individuals alleging specific injury from the violations set forth in the complaint including consideration of the public benefit, if any, to be derived from a determination of the issues at trial.

15 U.S.C. 16(e)(1)(A) & (B). In considering these statutory factors, the Court's inquiry is necessarily a limited one as the government is entitled to "broad discretion to settle with the defendant within the reaches of the public interest." *United States v. Microsoft Corp.*, 56 F.3d 1448, 1461 (D.C. Cir. 1995); *United States v. U.S. Airways Grp., Inc.*, 38 F. Supp. 3d 69, 75 (D.D.C. 2014) (explaining that the "court's inquiry is limited" in Tunney Act settlements); *United States v. InBev N.V./S.A.*, No. 08-1965 (JR), 2009 U.S. Dist. LEXIS 84787, at * 3 (D.D.C. Aug. 11, 2009) (noting that a court's review of a proposed Final Judgment is limited and only inquires "into whether the government's determination that the proposed remedies will cure the antitrust violations alleged in the

complaint was reasonable, and whether the mechanisms to enforce the final judgment are clear and manageable”).

As the U.S. Court of Appeals for the District of Columbia Circuit has held, under the APPA a court considers, among other things, the relationship between the remedy secured and the specific allegations in the government’s Complaint, whether the proposed Final Judgment is sufficiently clear, whether its enforcement mechanisms are sufficient, and whether it may positively harm third parties. *See Microsoft*, 56 F.3d at 1458–62. With respect to the adequacy of the relief secured by the proposed Final Judgment, a court may not “make de novo determination of facts and issues.” *United States v. W. Elec. Co.*, 993 F.2d 1572, 1577 (D.C. Cir. 1993) (quotation marks omitted); *see also Microsoft*, 56 F.3d at 1460–62; *United States v. Alcoa, Inc.*, 152 F. Supp. 2d 37, 40 (D.D.C. 2001); *United States v. Enova Corp.*, 107 F. Supp. 2d 10, 16 (D.D.C. 2000); *InBev*, 2009 U.S. Dist. LEXIS 84787, at * 3. Instead, “[t]he balancing of competing social and political interests affected by a proposed antitrust decree must be left, in the first instance, to the discretion of the Attorney General.” *W. Elec. Co.*, 993 F.2d at 1577 (quotation marks omitted). “The court should also bear in mind the flexibility of the public interest inquiry: the court’s function is not to determine whether the resulting array of rights and liabilities is the one that will best serve society, but only to confirm that the resulting settlement is within the reaches of the public interest.” *Microsoft*, 56 F.3d at 1460 (quotation marks omitted); *see also United States v. Deutsche Telekom AG*, No. 19–2232 (TJK), 2020 WL 1873555, at * 7 (D.D.C. Apr. 14, 2020). More demanding requirements would “have enormous practical consequences for the government’s ability to negotiate future settlements,” contrary to congressional intent. *Microsoft*, 56 F.3d at 1456. “The Tunney Act was not intended to create a disincentive to the use of the consent decree.” *Id.*

The United States’ predictions about the efficacy of the remedy are to be afforded deference by the Court. *See, e.g., Microsoft*, 56 F.3d at 1461 (recognizing courts should give “due respect to the Justice Department’s . . . view of the nature of its case”); *United States v. Iron Mountain, Inc.*, 217 F. Supp. 3d 146, 152–53 (D.D.C. 2016) (“In evaluating objections to settlement agreements under the Tunney Act, a court must be mindful that [t]he government need not prove that the settlements will perfectly remedy the alleged antitrust harms[;] it need only

provide a factual basis for concluding that the settlements are reasonably adequate remedies for the alleged harms.” (internal citations omitted)); *United States v. Republic Servs., Inc.*, 723 F. Supp. 2d 157, 160 (D.D.C. 2010) (noting “the deferential review to which the government’s proposed remedy is accorded”); *United States v. Archer-Daniels-Midland Co.*, 272 F. Supp. 2d 1, 6 (D.D.C. 2003) (“A district court must accord due respect to the government’s prediction as to the effect of proposed remedies, its perception of the market structure, and its view of the nature of the case.”). The ultimate question is whether “the remedies [obtained by the Final Judgment are] so inconsonant with the allegations charged as to fall outside of the ‘reaches of the public interest.’” *Microsoft*, 56 F.3d at 1461 (quoting *W. Elec. Co.*, 900 F.2d at 309).

Moreover, the Court’s role under the APPA is limited to reviewing the remedy in relationship to the violations that the United States has alleged in its Complaint, and does not authorize the Court to “construct [its] own hypothetical case and then evaluate the decree against that case.” *Microsoft*, 56 F.3d at 1459; *see also U.S. Airways*, 38 F. Supp. 3d at 75 (noting that the court must simply determine whether there is a factual foundation for the government’s decisions such that its conclusions regarding the proposed settlements are reasonable); *InBev*, 2009 U.S. Dist. LEXIS 84787, at *20 (“[T]he ‘public interest’ is not to be measured by comparing the violations alleged in the complaint against those the court believes could have, or even should have, been alleged”). Because the “court’s authority to review the decree depends entirely on the government’s exercising its prosecutorial discretion by bringing a case in the first place,” it follows that “the court is only authorized to review the decree itself,” and not to “effectively redraft the complaint” to inquire into other matters that the United States did not pursue. *Microsoft*, 56 F.3d at 1459–60.

In its 2004 amendments to the APPA, Congress made clear its intent to preserve the practical benefits of using judgments proposed by the United States in antitrust enforcement, Public L 108–237 § 221, and added the unambiguous instruction that “[n]othing in this section shall be construed to require the court to conduct an evidentiary hearing or to require the court to permit anyone to intervene.” 15 U.S.C. 16(e)(2); *see also U.S. Airways*, 38 F. Supp. 3d at 76 (indicating that a court is not required to hold an evidentiary hearing or to permit intervenors as part of its review under

the Tunney Act). This language explicitly wrote into the statute what Congress intended when it first enacted the Tunney Act in 1974. As Senator Tunney explained: “[t]he court is nowhere compelled to go to trial or to engage in extended proceedings which might have the effect of vitiating the benefits of prompt and less costly settlement through the consent decree process.” 119 Cong. Rec. 24,598 (1973) (statement of Sen. Tunney). “A court can make its public interest determination based on the competitive impact statement and response to public comments alone.” *U.S. Airways*, 38 F. Supp. 3d at 76 (citing *Enova Corp.*, 107 F. Supp. 2d at 17).

VIII. Determinative Documents

There are no determinative materials or documents within the meaning of the APPA that were considered by the United States in formulating the proposed Final Judgment.

Dated: January 29, 2026.
Respectfully submitted,
FOR PLAINTIFF
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DEPARTMENT OF LABOR

Employment and Training Administration

Agency Information Collection Activities; Comment Request; Workforce Information Grants to States

ACTION: Notice.

SUMMARY: The Department of Labor’s (DOL) Employment and Training Administration (ETA) is soliciting comments concerning a proposed revision for the authority to conduct the information collection request (ICR) titled, “Workforce Information Grants to States (WIGS).” This comment request is part of continuing Departmental efforts to reduce paperwork and respondent burden in accordance with the Paperwork Reduction Act of 1995 (PRA).

DATES: Consideration will be given to all written comments received by April 6, 2026.