

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

-----x  
THE UNIVERSITY OF ILLINOIS FOUNDATION, :

Plaintiff and counter- :  
claim defendant, :

-against- :

CIVIL ACTION  
: NO. 66C 567

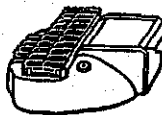
BLONDER-TONGUE LABORATORIES, INC., :

Defendant and counter- :  
claimant, :

-against- :

JFD ELECTRONICS CORPORATION, :  
Counterclaim defendant. :  
-----x

Deposition of JEROME N. BALASH taken by  
defendant and counterclaimant pursuant to notice,  
at the offices of Messrs. Ostrolenk Faber Gerb  
& Soffen, 10 East 40th Street, New York, N. Y.  
10016, on February 17, 1967, at 2:10 p.m., be-  
fore Richard Kaufman, a Shorthand Reporter and  
Notary Public of the State of New York.



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3 Messrs. HOPGREN WEGNER ALLEN STELLMAN & McCORD,  
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8 BY: ROBERT H. RINES, ESQ.,  
9 Of Counsel

10 and

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15 Attorneys for counterclaim defendant,  
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17 10 East 40th Street,  
18 New York, N. Y. 10016

19 BY: JEROME M. BERLINER, ESQ.,  
20 Of Counsel

21 oOo

22 J E R O M E N . B A L A S H, called as a witness

23 by defendant and counterclaimant, being first duly

24 sworn by the Notary Public (Richard Kaufman) and

25 stating his residence as 116 Oakland Road, Maplewood,

New Jersey, testified as follows:

## 26 EXAMINATION BY MR. RINES:

27 Q Would you please state your name, residence and  
28 occupation?

29 A Jerome N. Balash, 116 Oakland Road, Maplewood,  
30 New Jersey. Regional sales manager for JFD Electronics  
31 Corporation.

32 Q Would you tell us when you went to work for JFD?

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A August 1, 1966.

Q Where and in what capacity were you employed prior to that?

A I was employed by Blonder-Tongue Laboratories in Newark, New Jersey, as distributor products manager.

Q For how long were you so employed?

A About two and a half years.

Q Would you identify what distributor of products you were the manager of?

A You mean by product line?

Q Any way you choose.

A These were all products normally sold through the electronics parts distributors, such as home amplifiers, accessories, antennas. That is about it.

Q Do you know Mr. Richard Helhoski?

A Yes, I do.

Q Would you describe to us who he was and what relation you had with him at the time you were at Blonder-Tongue?

A He was the director of marketing and as such was my immediate superior.

Q Do you know Mr. Jerry Cohn?

A Yes, I do.

Q Would you give the same information with regard

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to him?

A Jerry Cohn was the eastern regional sales manager of the company. You want to know what his relationship was with me?

Q If any.

A No direct relationship.

Q From your contacts with these gentlemen, would you describe them as generally honest and truthful people?

A I would have to answer that no and yes.

Q Will you explain that?

A Let me answer the "yes" one first. That is easy. Jerry Cohn, I would say, to my knowledge and experience, is completely honest and truthful.

As far as Mr. Helhoski is concerned, I would say in my own personal dealings with him, I found him less than direct and honest.

Q Would you explain to us what those dealings were?

A Well, in relation to discussions that I had with him pertaining to the job, to matters like salary increases, I found that he often made statements to me which further investigation showed to be untrue.

Q How about in other connections besides the salary?

A I would have to maintain my original statement.

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In many instances, aside from salary considerations that I found he made statements to me and to other people that later proved to be untrue.

Q Were you ever confronted, while you were at Blonder-Tongue, with any accusations by him or others that statements you had been making were untrue?

A Not to my knowledge.

Q I would like to show you Plaintiff's Exhibit H-1 and ask you whether you recollect having prepared the original of that?

A Yes, I dictated it.

Q Same question with regard to H-2?

A Yes, I dictated this.

Q Have you discussed with Mr. Edward Finkel of JFD the subject matter of the testimony that you contemplated was to be elicited today at this deposition?

A Have I discussed it with him? Only that I was going to be called and that I was going to be asked to testify; nothing specifically.

Q Did he inform you of what he testified to in a prior deposition taken in this in this proceeding?

A No. I have no idea.

Q Is it a fair statement that one of the activities that you were engaged in when you were at Blonder-Tongue

1  
2 was looking into reports to you of threats by JFD to your  
3 customers or potential customers?

4 A I can't say it was a specific activity. I am  
5 defining that as something that was specifically assigned  
6 to me. In the course of my other duties, certain instances  
7 came to my attention, such as the ones you saw in my memo-  
8 randums, but I wouldn't constitute it as an activity. It  
9 was just part of the overall daily course of doing  
10 business.

11 Q Do you recall specifically some of the customers  
12 who brought these threats to your attention?

13 A Let me say in all honesty, I personally object to  
14 the use of the word "threats," because that would be sug-  
15 gesting something.

16 As I recollect, I don't recall them specifically.  
17 I can recall three instances, two which you brought to my  
18 attention, and a third one which concerned Allied Radio  
19 in Chicago.

20 Q Aren't you using the word "threatening" in your  
21 memorandum, Exhibit H-1, as your exact language?

22 A Yes, I am.

23 Q So you do recall at least three instances in-  
24 volving these threats; is that your testimony?

25 A No, it is not. My testimony is this: that the

1  
2 first instance I had of this coming up was with Allied  
3 Radio in Chicago, in which I received a call from Allied  
4 and they said, "We have heard--"

5 Q Just a minute. I didn't ask you for detail. I  
6 asked you whether you recalled the names of some of the  
7 customers--

8 A Yes, I recall the names of some of the customers.

9 Q (continuing) --that were involved in these  
10 threats.

11 A I recall the names of the customers.

12 Q In his deposition of November 1, 1966 in this  
13 action, Mr. Finkel was asked whether he was aware, at  
14 page 74, that his salesmen and distributors had made com-  
15 ments "to a potential customer that if they handled any-  
16 one else's line of Log Periodic Antennas, they would be  
17 sued."

18 His answer was that "This is the normal kind of  
19 selling that goes on in the field, not just this one."

20 Can you, from your personal information, tell us  
21 the names of any of those potential customers that fall  
22 within this category that Mr. Finkel identified?

23 A I can give you the names of customers with whom  
24 I had personal contact and of which I would have knowledge.

25 Q All right.

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2 A One was Allied Radio in Chicago; Radio Elec-  
3 tronics in Philadelphia; and Sacramento Electronics in  
4 Sacramento, California. Those are the only ones I have  
5 recollection of in cases of where suit against another  
6 company came up.

7 Q Mr. Finkel was then asked:

8 "Q Would you acknowledge that in connection  
9 with this normal selling, they at the same time tried  
10 to persuade the customer to handle your antennas and  
11 your line of converters and boosters?

12 "A Our salesmen are always trying to sell all  
13 of our accessory merchandise, along with our anten-  
14 nas."

15 Can you, from your personal information, tell us the names  
16 of any customers that fell into that category testified to  
17 by Mr. Finkel?

18 A I have no experience as to that.

19 Q Do you dispute Mr. Finkel's statement?

20 A I don't dispute his statements that salesmen  
21 try and sell the entire line. I know of no case where  
22 the sale, for instance, of one item was directly tied  
23 to the sale of another item.

24 Q You say that Mr. Finkel is incorrect in his  
25 statement here that "in the normal selling," which he



1  
2 defined as selling a potential customer "...to a po-  
3 tential customer that if they handled anyone else's  
4 line of Log Periodic Antennas...", that in that selling  
5 "they at the same time tried to persuade the customer  
6 to handle your..." meaning JFD "...antennas and your..."  
7 JFD "...line of converters and boosters"?

8 A In my opinion, the two statements are completely  
9 unrelated.

10 Q I am not asking you for your opinion. I am  
11 asking you whether you dispute those statements.

12 A I have no basis to either dispute them or confirm  
13 them. They were made by somebody else.

14 Q You do not say that Mr. Finkel was wrong in what  
15 I read to you?

16 A I couldn't pass judgment on whether he is right  
17 or wrong.

18 Q Do you know of any instances where it was report-  
19 ed to you or came to your attention that often JFD  
20 representatives approached customers in connection with  
21 this normal selling, referring to suit, that Blonder-Tongue  
22 lost from those customers its prior sales of converters  
23 and accessory antenna equipment and the like?

24 A I know of no such instance.

25 Q Are you willing to state under oath there are no

1  
2 such instances or that you just don't know?

3 A I will state under oath I know of no such in-  
4 stances. I can't swear to something I have no knowledge  
5 of.

6 Q In preparation for this deposition, have you  
7 had any conferences with counsel?

8 A Yes, I have.

9 Q Would you identify that counsel?

10 A Mr. Berliner.

11 Q Was the significance of what you referred to  
12 earlier as tie-in sales discussed at these conferences?

13 A No, that issue was not discussed.

14 Q Never?

15 A Well, let me qualify that- I was asked whether  
16 it was common practice in the industry to try and tie  
17 the sale of one item to another, and I said it was, be-  
18 cause, obviously, each manufacturer is out to sell the  
19 broadest portion of his product line to the customer.  
20 This was based upon my experience with Blonder-Tongue.

21 Q Were you asked whether this effort to sell the  
22 entire product line was normally done also with a  
23 threat of suit on one item only of the product line?  
24 Do you know whether it is normal?

25 A No, I was not.

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2 Q Do you know whether it is normal in this trade?

3 A I would say it is not normal.

4 Q So that I am sure I understand your answer,  
5 would you state that it would not be normal to state to  
6 a potential customer that if he handled anyone else's  
7 line of a certain product, that they would be sued and  
8 to try at the same time to get that customer to handle  
9 only the selling party's product and his whole line of  
10 accessory products?

11 THE WITNESS: That is a long question.

12 Would you repeat it?

13 (The question was read.)

14 A I would say within the context of the question,  
15 it would not be a normal selling procedure.

16 Q Would it be one that you would consider unfair  
17 as a salesman for a competitor?

18 A I think I would consider it unrealistic rather  
19 than unfair, because simply there is nobody in the indus-  
20 try that enjoys such a position of dominance that they  
21 can threaten a customer with loss of a line, without  
22 jeopardizing their placement in the market place.

23 Q What about someone who claims to have exclusive  
24 rights to one of these products under an exclusive patent  
25 license?

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2 A I think it would be normal procedure that if a  
3 company had some proprietary item that they would make  
4 it known to the industry as a means of improving their  
5 overall presentation to a distributor?

6 Q By "overall," you mean not only the item cover-  
7 ed by the patent, but the whole accessory line?

8 A I am thinking in terms of corporate image more  
9 than any specific product.

10 Q How about the whole product line? Wouldn't  
11 this improve their chances of selling the whole product  
12 line to stress their exclusive patent position with a  
13 line of products?

14 A I don't think so. I would be happy to amplify  
15 this statement.

16 Q Please do.

17 A I can only amplify it by telling you this: We,  
18 I say we, at Blonder-Tongue, for instance, we had a very  
19 eminent position in the UHF converter business and we  
20 enjoyed a high percentage of national sales at that  
21 time, and Blonder-Tongue naturally attempted at that time  
22 to have the rest of the product line move on the coattails  
23 of their converter sales, and we did have or Blonder-  
24 Tongue did have certain patents on the items and yet the  
25 mere impact of having the fall distribution on converters

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2 pretty much nationally, still to a great degree did not  
3 make the rest of the product line or did not essentially  
4 open the door to the rest of the product line, because  
5 different manufacturers regarded it as having different  
6 strength in different areas of the marketplace, and this  
7 would be true of JFD.

8 Their strength was essentially in antennas and  
9 to this day they are still fighting an uphill battle  
10 in their attempt to move the accessories, amplifiers  
11 into the marketplace.

12 Q Did Blonder-Tongue in connection with its UHF  
13 converters, threaten people with suit under the patent  
14 if they handled somebody else's converters and used this  
15 as part of the reason to try to get the customer to handle  
16 the whole product line?

17 A Again, I have to question the word "threaten."

18 Q In the sense that you used it in your memorandum,  
19 Exhibit H-1.

20 A I mean it in the exact same sense, that when  
21 Blonder-Tongue was involved in litigation with other  
22 manufacturers who manufactured converters and when the  
23 Sales Department was aware of it, that statements were  
24 made to customers or potential customers to the effect  
25 that we enjoyed a certain legal position because of our

1  
2 patents.

3 I don't know how the customer took this, whether  
4 he took it as a threat or merely as a statement of fact.

5 Q What I am concerned with here is your statement  
6 of an actual threat to sue if they handled someone else's  
7 line.

8 A Let me give you my recollection of this particu-  
9 lar incident which you are placing so much emphasis on.

10 George Conneen is an independent manufacturers'  
11 representative who I happen to know. I lived in Phila-  
12 delphia. I also knew Sid Love personally. This par-  
13 ticular incident came up after another phone conversation  
14 that had taken place some time before, I don't remember  
15 the period of time, in which another customer had called  
16 and said "I understand that JFD is going to bring suit  
17 on Log Periodic design, and where does that place us?"

18 Not being in the Legal Department of the company,  
19 but being in the Sales Department, I consulted with  
20 Harry Gilbert, and Harry said, "Just tell them if they  
21 are at all concerned about it, we will give them a  
22 letter of indemnification."

23 That is as far as the thing went. I communicated  
24 this information to the customer and told them, "If a suit  
25 is brought and you are in any way involved or your manage-

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2 ment is concerned about it, we will give you a letter of  
3 indemnification," and he said fine, that is all he want-  
4 ed.

5 This incident came on the heels of that, and as  
6 a salesman, I am not concerned with the legal position  
7 of the company, but the sales position of the company,  
8 and this was an irritating thing to me, simply because it  
9 deterred me from my original purpose. And when I got on  
10 the phone with Sid, I said--I don't remember the verbatim  
11 statement. This was my recollection of it, but it was  
12 probably close to this.

13 MR. RINES: The witness is pointing to  
14 Exhibit H-1.

15 A (continuing) What I was commenting on was what  
16 he quoted to me as what George Conneen having said.

17 Q Do you recall independently now approximately  
18 what that was?

19 A I would say it was close to this. I am sure  
20 those weren't the exact words. Knowing George Conneen  
21 and knowing the relationship between George Conneen and  
22 Radio Electric, George, who was an independent representa-  
23 tive, handled a number of other lines.

24 As far as I know, JFD was not a supplier to  
25 Radio Electric at this time. JFD was not a supplier. I

1 had been in to see Radio Electric and Radio Electric had  
2 agreed to buy Blonder-Tongue antennas. At the time they  
3 were handling Channel Master antennas and they agreed to  
4 buy Blonder-Tongue--  
5

6 Q At the time they agreed to buy Blonder-Tongue  
7 antennas, were they also handling a volume of Blonder-  
8 Tongue accessory equipment, such as converters and  
9 the like?

10 A They were handling Blonder-Tongue converters.  
11 I am trying to get this straight in time. Yes, this  
12 was after the Philadelphia UHF market had opened up.  
13 They were handling Blonder-Tongue antennas and some ac-  
14 cessories.

15 Q Would you continue?

16 A They agreed to buy some of the antennas. When  
17 he had called me, he simply said--again, this is to the  
18 best of my recollection, George Conneen had been in and  
19 said that JFD was bringing suit against Blonder-Tongue  
20 for patent infringement.

21 Q So the record is clear, what did George come in  
22 to Radio Electronics for?

23 A I have no idea. I suppose he came in to them in  
24 the normal course of soliciting business on other lines.

25 Q And he represented JFD antennas?



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2 A Yes. He certainly didn't go in to sell them, I  
3 don't believe--as I said, Radio Electric was not a customer  
4 of JFD at the time.

5 Q But Mr. Conneen went in to Radio Electronics,  
6 did he not, as reported to you by Mr. Love, to try to  
7 persuade him to become a JFD antenna customer?

8 A I don't believe that is true.

9 Q Would you accept Mr. Love's statement for that?

10 A Would I accept it? I would have to. I have no  
11 other information.

12 Q You do know, however, that Mr. Conneen was the  
13 JFD antenna representative trying to sell JFD antennas and  
14 accessories in the Philadelphia area?

15 A I would assume. That is what he was hired for.

16 Q And your recollection is that Mr. Love, of Radio  
17 Electronics, told you that when Mr. Conneen had come  
18 in, he called his attention to the fact that JFD was going  
19 to sue Blonder-Tongue for antenna patent infringement?

20 A That is essentially correct, but I must say  
21 again, I don't think it had anything to do with him going  
22 in there to sell JFD.

23 Q Do you know this as a fact or is this your specu-  
24 lation?

25 A I am speculating.

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2 Q At the time you wrote Exhibit H-1, you were very  
3 disturbed about what you described as "I am getting tired  
4 of their..." JFD "...constantly threatening us..." BT  
5 "...and our distributors."

6 Did I read that correctly?

7 A I am sure you did.

8 Q So at that time you were disturbed about this?

9 A That is right.

10 Q Can you tell us whether Radio Electronics there-  
11 upon did go through with its order to purchase the Blonder-  
12 Tongue antennas?

13 A They did.

14 Q For how long?

15 A I assume they are still handling it.

16 Q Do you know this to be the fact?

17 A No, I don't. I know the first answer to be a  
18 fact, that they did go ahead with them and they did  
19 handle them for some time thereafter. Whether they are  
20 handling them together today, I don't know.

21 Q Do you know how long thereafter they handled--  
22 do you actually know?

23 A They handled them as long as I was with BT.

24 Q Did they also handle JFD antennas?

25 A Not to my knowledge, they did not.

1 Q Can you recollect any other specific customers  
2 who gave you reports similar to that of Mr. Love of Radio  
3 Electronics in this era?

4 A Yes, there was one other that I know of. That  
5 was Sacramento Radio Supply in Sacramento.

6 Q Do you know what was the outcome in connection  
7 with Sacramento in terms of their handling Blonder-Tongue  
8 antennas?

9 A I know we handled them. I know he brought them.  
10 Whether he had a continuing relationship with Blonder-  
11 Tongue, I don't know.

12 Q Did it ever come to your attention that any cus-  
13 tomer so threatened decided not to handle Blonder-Tongue  
14 antennas and accessories?

15 A It did not.

16 Q Is it your recollection Blonder-Tongue succeeded  
17 in selling antennas to every customer that had been  
18 threatened?

19 A I know of only three instances where this  
20 took place and all three of the customers bought Blonder-  
21 Tongue antennas.

22 Q The three instances you recited were Sacramento,  
23 Radio Electronics and Allied Radio?

24 A That is correct.  
25

1  
2 Q The date on this memorandum, Exhibit H-1, is  
3 March 4, 1966. The Sacramento affair, on the other hand,  
4 isn't reported until April 29, 1966, Exhibit H-2, and  
5 Allied isn't reported until the era of Exhibit--well, a  
6 later era. Who, then, were the people that you said  
7 had been "constantly threatened" as of March 4, 1966,  
8 if Radio Electronics was the only one at that time?

9 A I don't know.

10 Q There were others, obviously, then from your  
11 own language?

12 A I don't know in what sequence this took place  
13 or whether these--may I look at these?

14 Q Please.

15 A I don't know when the Allied thing took place,  
16 but it was my recollection it was prior to this other thing  
17 because Allied was a major customer. We probably would  
18 have approached him very early about taking on the antenna  
19 line.

20 Q I would like to show you Exhibit 6, which was  
21 the time that indemnification was given to Allied, and  
22 ask you whether you still think that was earlier?

23 A Yes, I do, because this indemnification took  
24 place, I believe, some time after the original discussion  
25 with Allied.

1 Q May I show you, then, the indemnification let-  
2 ter of December 10, 1965, five months before Exhibit H-1,  
3 Exhibit F-8 and H-8, and ask if that helps refresh your  
4 recollection.

5 A No, because I don't know who this company is.  
6 This is something that I had no knowledge of.

7 Q Does it help you appreciate that there was a  
8 problem prior to Radio Electronics with other customers?

9 A Obviously, the letter is dated December 10th,  
10 so the company must have had some question before this  
11 time.

12 Q What was your job in December 1965 at Blonder-  
13 Tongue?

14 A In December 1963?

15 Q Yes.

16 A The same as it was when I left.

17 Q How do you explain the fact, then, if you were  
18 the manager of antenna products, you did not know about  
19 prior indemnifications with regard to antenna sales or  
20 prior threats?

21 A Well, for a very simple reason. LCA Sales Com-  
22 pany, who was and, to my knowledge, is still the sales  
23 representative in the New York market had a close personal  
24 relationship with the members of the company and obviously  
25

1 brought this to their attention without discussing it  
2 with me. I don't even know who they are. I don't know  
3 who this customer is.

4 Q Were you in the Marketing Department of Blonder-  
5 Tongue at this time?

6 A I was always in the Marketing Department.

7 Q Would a letter like this be called to your at-  
8 tention after it was sent out in the normal course of  
9 events?

10 A It probably went to Dick Helhoski.

11 Q Exhibit H-8 has at the bottom, "Carbon copy  
12 MTD depth." Can you tell us what that stands for?

13 A Marketing depth.

14 Q I would like to show you Exhibit H-5 and ask you  
15 if this brings back to recollection still another customer  
16 that was involved in this same manner?

17 A No. Again, this is something that I don't have  
18 knowledge of.

19 Q I would like to show you Exhibit H-4 and ask you  
20 the same question.

21 A No, I never saw this correspondence, either.

22 Q Do you recall having had any meetings at Blonder-  
23 Tongue or any meeting at Blonder-Tongue at which JFD's  
24 selling policies were discussed, at which I was present?  
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A Not specifically.

Q Do you recall discussions about antenna marketing where I was present?

A Yes.

Q Do you recall what you said at that time with regard to the difficulties in selling that were imposed by JFD selling activities and threats?

A I don't recall the specific conversation.

Q Do you recall the gist of it? Would it be correct to classify it that it was much like your comments in Exhibit H-1, that there were a number of customers that had been threatened by JFD salesmen, that if they handled the Blonder-Tongue Log Periodic Antennas, they would be sued and that these salesmen attempted to get them to handle the JFD antennas and line of accessories?

A I don't specifically recall that conversation.

Q Do you deny that conversation was held in my presence?

A I deny recalling it. I don't know. I don't recall.

Q Do you recall ever having a conversation on those particular facts with anyone else at Blonder-Tongue?

A Based on the fact that I wrote these memorandums to Harry Gilbert, I would assume we had conversations re-

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2 relating to them.

3

4

Q The fact that I have just stated?

5

A Relating to the specific correspondence.

6

Q You mean the specific customers?

7

A The specific customer.

8

9 Q And is it not a fact that at that time in those  
10 discussions you were very concerned that the threat of  
11 suit made to the potential Blonder-Tongue customer was  
12 depriving you of the normal opportunity to sell Blonder-  
13 Tongue antennas and accessories to that customer?

14

15

16 A I can't recollect that as being the specific  
17 discussion.

18

19

20 Q But you know it to be a fact that you were  
21 concerned about that at that time and expressed this  
22 concern?

23

24

25

26 A The concern that I recall was not specifically  
27 involved with this matter at hand, but something entire-  
28 ly different.

29

30

31

32 Q You had no concern whatsoever about the diffi-  
33 culty you were having in selling Blonder-Tongue antennas  
34 because of the threats to your potential customers that  
35 if they handled it, Blonder-Tongue antennas, that they  
36 would be sued and you had no concern about the difficulty  
37 this imposed on your selling those antennas to those cus-

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2 tomers and the accessory lines?

3 I would like a yes or no answer.

4 THE WITNESS: Could I have the question?

5 (The question was read.)

6 A I would have to answer no to that.

7 Q Will you please explain to the Court what you  
8 wanted Mr. Love to testify to in the second sentence of  
9 your own quotation of your statement in Exhibit H-1?

10 A I asked him if he would testify to the fact that  
11 George Conneen had made the statement which I indicated  
12 in the second paragraph.

13 Q Why did you want him to testify in court about  
14 that statement, what was wrong with that statement?

15 A Well, in order to answer that I have to go back  
16 a little time.

17 The whole question of the relationship between  
18 JFD and Blonder-Tongue went back far before this outdoor  
19 antenna thing started. When we first made our Dart  
20 Antenna, we put the name Log Periodic on the box. At  
21 that time JFD had introduced the Log Periodic Antenna and  
22 it had some success in the industry. We put the Log  
23 Periodic on the box--we, Blonder-Tongue--and we went out  
24 and sold the Dart Antenna and emphasized the fact that  
25 it was a Log Period Antenna.

1           At some time after the introduction of the an-  
2 tenna, the company made the decision to remove the name  
3 Log Periodic from the antenna and we in the Marketing  
4 Department asked why this was so, and we were told there  
5 was some question as to whether we had the right to use  
6 the name "Log" and that on the advice of the attorneys,  
7 we were removing the word "Log" from it and leaving the  
8 word "Periodic."

9           The first objection came to me as a salesman,  
10 because I said that the explanation--we should find out  
11 whether we had the right or didn't have the right and not  
12 to take what I considered a wishy-washy position. We  
13 were making a decision to take the name from the box after  
14 we had gone out and sold the concept, and that we should  
15 have known where we stood with this thing and not change  
16 the thing in the middle.

17           I objected to it from a marketing standpoint,  
18 that where you have one concept, which you have gone out  
19 and sold, then have to reverse your position, that  
20 I objected to it from a marketing standpoint, that we  
21 should find out whether we had the right to it or didn't;  
22 and if we didn't, to forget about it and stop indicating  
23 that we did or else say it in big, bold letters, this is  
24 a Log Periodic type antenna.

25

1           This was part of the overall resentment and I  
2 think that is the best word, that eventually grew up out  
3 of the phone calls and conversations. They were simply  
4 annoying to me that as a marketing man I was getting in-  
5 volved in what was not my job. I wasn't a legal adviser  
6 for the company and this is where the hostility first  
7 became evident.

8           Q    I wonder whether you want the Court to understand  
9 that that is your answer to the threats by JFD that you  
10 are talking about in Exhibit H-1?

11          A    Do I want the Court to understand that is my  
12 answer?

13          Q    Yes, that is all you know about it, the threats  
14 of JFD is something about whether Blonder-Tongue was  
15 going to use or not the name "Log Period."

16          A    I simply said in order to answer the original  
17 question, which I have already forgotten, that we had  
18 to go back in history a little bit to understand why I  
19 was involved in this in the first place. It was only  
20 from a internal marketing conversation that I was concern-  
21 ed.

22          Q    I want to go back to Exhibit H-1 and I want you  
23 to understand that I am confining my remarks to the situa-  
24 tion that has been described by you in your memorandum of  
25

1 Exhibit H-1. I am asking you again, I hope clearly,  
2 will you please tell us what it was that you wanted Mr.  
3 Love to testify to in court that you felt strongly at  
4 that time was improper by JFD, improper conduct by JFD?

5 A I was simply assuming that if Blonder-Tongue had  
6 wanted to take some sort--to have a legal answer to JFD  
7 suing them, that a witness like this would be helpful.

8 Q Helpful for what?

9 A For exactly what we are involved in today, and I  
10 assume this is a counteraction.

11 Q You mean helpful from what you are talking about  
12 here in showing that JFD threatened the customer that if  
13 he handled the Blonder-Tongue antenna line, the customer  
14 would be sued?

15 A At this point I don't really know whether any  
16 legal action had been started, whether JFD--

17 Q The answer is it had not.

18 A It had not. This helps clarify something for  
19 me, then. My feeling was that if JFD was going to sue  
20 Blonder-Tongue for infringement, that they should do it.  
21 They should start the suit, because I felt all of this  
22 conversation at the time--

23 Q What conversation?

24 A These kinds of conversations.

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Q You mean the threats that were reported to you?

A The conversations that the customer reported to me.

Q That he had with JFD representatives?

A That he had with the JFD representative were simply time-consuming on my part and I really felt like "Let's get the thing over with. This industry is so rife with antenna manufacturers countersuing one another, that it gets to be you spend more time discussing who is suing who in the industry than who is selling what. I was just annoyed by another situation where somebody else was suing somebody else. My feeling was "Let's get the thing over with." And I asked Sid if the thing came to suit, would he testify.

In this particular case, I suppose I was acting more in the legal capacity than the sales capacity. I was just assuming if something did come like that, BT might want somebody as a witness and that is why I posed the question to him.

Q So it is clear you are talking about somebody as a witness to the fact stated up by Mr. Love in the first quotation in H-1, that is what you wanted him to be a witness to?

A I wanted him to be a witness to the statement

1 he made to me on the telephone, that George Conneen had  
2 told him that JFD was going to sue him.

3 Q If he handled the BT antenna line?

4 A He already handled it at this point.

5 Q For handling the BT antenna line?

6 A That is what the statement says.

7 Q As the product manager, you can't think of a  
8 single other customer besides the three you have outlin-  
9 ed, who reported to you these threats of suit by JFD  
10 representatives, if they handled or continued to handle  
11 the BT antenna line?

12 A No, I cannot.

13 Q Do you have any records or memoranda or diary  
14 that you kept in this era?

15 A You mean with relation to this?

16 Q Yes.

17 A No, I kept no records.

18 Q Did you have a file where your letters or cor-  
19 respondence with various customers and potential customers  
20 were filed with Blonder-Tongue?

21 A Yes.

22 Q Do you know where that file is now?

23 A Do I know where it is now? No. It was kept  
24 by my secretary.

25

1

Q Who was she?

2

A Marianne Dittman.

3

Q That is the "MED" initials at the bottom of H-1?

4

A Yes. She kept a loose-leaf folder with copies  
of all correspondence.

5

6

Q You also, as the product manager in charge of  
the antenna selling program, have no recollection of a  
single customer who reported to you the threats by JFD  
who didn't handle or continue to handle the Blonder-Tongue  
antenna lines; is that your testimony?

7

8

9

10

11

A That is correct.

12

13

14

Q Who would have more information than you with  
regard to this at Blonder-Tongue?

15

A Harry Gilbert.

16

Q Who else?

17

A Dick Helhoski.

18

Q Do you recall being asked by me or by Harry  
Gilbert, in response to my request to try to get as much  
information as you could, preferably, in writing, with  
regard to the JFD threats to your customers and potential  
customers?

20

21

22

A I don't recall that specifically, no.

23

24

Q Do you deny that that request was made of you?

25

A It might have been made. I don't recall it.

1

2

3

Q What duties did you assume on August 1, 1967  
at JFD?

4

A Regional sales manager.

5

Q Did that include the selling of antennas and ac-  
cessory equipment, converters, amplifiers and the like?

7

A Yes, it did.

8

Q In other words, handling the same kind of product  
line that you handled for Blonder-Tongue?

10

A Yes.

11

Q Have you in this connection solicited the same  
customers that you solicited in this connection while at  
Blonder-Tongue?

13

A The same general group of customers, only more  
confined because at Blonder-Tongue my position was  
national and here it is regional.

16

Q Insofar as that region is concerned, you solicit-  
ed certainly many of the exact same customers that you  
sold similar products to while you were at Blonder-Tongue?

19

20

A Yes.

21

Q At the time you left Blonder-Tongue, were you  
not privy to the designs and program of the new antennas  
that they were planning to come out with?

23

24

A I don't understand that question.

25

Q Were you not informed prior to your leaving



1 Blonder-Tongue of the details of the new designs and  
2 marketing program in connection with antennas that Blonder-  
3 Tongue was coming out with?

4 A Blonder-Tongue had already introduced their an-  
5 tenna line before I left the company.

6 Q Were you not aware of other antennas that were  
7 in development or about to be marketed?

8 A No.

9 Q Did you not write memoranda making suggestions  
10 indeed for additional antennas prior to the time you  
11 left Blonder that you felt were unnecessary in the market-  
12 ing program?

13 A I don't recall making specific recommendations.  
14 I wrote lots of memoranda, but I don't recall specifical-  
15 ly recommending models or additions to the line.

16 Q You don't recall receiving any information at all  
17 about antennas that were under development in May and  
18 June of 1966?

19 A Let me see if I can give this answer accurately.  
20 There were designs that had been under consideration for  
21 some long period of time prior to my leaving. What they  
22 were specifically, now, I don't recollect. Mr. Blonder  
23 had designed a line of antennas prior to this particular  
24 line that they introduced, the Color Ranger line. These  
25

1 designs were considered part of a long-term project which  
2 would perhaps eventually be brought in to round out the  
3 line.  
4

5 What they were specifically now, I don't recall.  
6 There was always something under development.

7 Q When you came to work at JFD, were you instruct-  
8 ed to maintain in confidence any confidential develop-  
9 ment work that you had known at Blonder-Tongue?

10 THE WITNESS: You will have to ask me that  
11 again.

12 (The question was read.)

13 A Instructed by whom?

14 Q JFD. In other words, did they caution you not  
15 to impart to them anything that you regarded as confi-  
16 dential?

17 A There were no discussions.

18 Q You never discussed any of the Blonder-Tongue  
19 antennas with JFD?

20 A There was simply no discussion in this area  
21 at all.

22 Q You are asking the Court to get the picture that  
23 you, as the man in charge of the marketing of antennas  
24 at Blonder-Tongue who has now come over to JFD to do a  
25 similar marketing job in a particular region, that there

1  
2 were no discussions about what Blonder-Tongue's antenna  
3 designs or marketing program were at all; is that right?

4 A We never discussed anything that could be con-  
5 sidered of a confidential nature.

6 Q What did you discuss?

7 A Frankly, they were more interested in my knowl-  
8 edge of the amplifier and accessories than they were of  
9 my knowledge in the antenna business.

10 Q That is Blonder-Tongue's amplifier and accessory  
11 business?

12 A The industry accessory business.

13 Q Did they discuss with you Blonder-Tongue's market-  
14 ing program?

15 A They discussed with me what I thought the entire  
16 market looked like.

17 (The question was read.)

18 A I would say yes, only in relation to their posi-  
19 tion along with other manufacturers in the industry, such  
20 as Weingard, Channel Master, Jerrold and so on.

21 Q Were you aware of new transistorized amplifiers  
22 that were about to go into production at Blonder-Tongue  
23 at this time?

24 A Yes, I was.

25 Q Did you discuss these with JFD?

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A I think I am entitled to a yes or no answer.

A You are. I am trying to recall whether it was specifically discussed or not. I don't believe it was.

Q Are you going to say under oath it was not discussed with you?

A To the best of my recollection--I am under oath--to the best of my recollection, it was not discussed.

Q To the best of your recollection, was any new product then under development at Blonder-Tongue discussed by you with JFD?

A I would say no, because those were the only two products--I am sure we are referring to the same two products.

Q Will you identify them to make sure?

A Let me think what they were called. It was a transistorized version of the HAB.

Q Which, generically, is what kind of piece of apparatus?

A A master antenna piece of equipment and the other one was UHF broad-band amplifier, which at that time was called the HUB.

Q How about the CVB-30P?

A That is the same unit.

Q The CVB-29B--CUB 29?

1

2

A That is the same unit I am referring to. There was another identification given to it.

3

4 Q Your testimony is that you did not discuss these  
5 at all with JFD?

6

A That is correct. They had no interest in  
7 master antenna products at that time.

8

Q Do they now?

9

A They do now.

10

Q Have you discussed this since then with them,  
11 these Blonder-Tongue developments?

12

A Yes, I would say it came up in conversation.  
13 One of the amplifiers is on the market, so it is an aca-  
14 demic suggestion.

15

Q The other one is not yet, is it?

16

A I don't know.

17

Q So far as you know, it is not on the market?

18

A So far as I know, it is not.

19

Q I believe it was your testimony--I wish to  
20 make very sure--that you feel that Mr. Jerry Cohn is an  
21 honest and truthful person?

22

A Yes.

23

MR. RINES: No further questions.

24

EXAMINATION BY MR. BERLINER:

25

Q Mr. Balash, what were the circumstances under

1 which you left the employ of Blonder-Tongue and went to  
2 work for JFD?

3 A I resigned from one company and went to work for  
4 the other.

5 Q Did JFD approach you or did you approach JFD?

6 A If you want the whole history, I learned that  
7 JFD had an opening in their Sales Department during the  
8 Parts Show in, I guess it was May, in Chicago. No, I am  
9 sorry--in San Francisco.

10 When I got back from the Parts Show, I contacted  
11 them and asked them if it was true that there was some  
12 opening, and they said they might have something, and  
13 asked me to come over and talk to them.

14 I did and found out that one of their men had  
15 given notice and was leaving the company and there would  
16 probably be an opening in their Sales Department.

17 Q When did you make this decision to leave Blonder-  
18 Tongue and go to JFD?

19 A During the vacation period of last year, which  
20 was the first two weeks in July.

21 Q How soon thereafter did you advise Blonder-  
22 Tongue you were leaving?

23 A The first day I came back from vacation.

24 MR. BERLINER: No further questions.

25

1  
2 EXAMINATION BY MR. RINES:

3 Q You said you learned at the Parts Show. How  
4 did you learn there was an opening?

5 A I didn't know there was an opening. I had been  
6 told at the Parts Show by a couple of different people  
7 that they understood that Mort Leslie was leaving JFD  
8 and that there might be an opening there, so I contacted  
9 them.

10 Q Who were the couple of people?

11 A I don't recall specifically who they were. By  
12 the time the show was in the second day, it became pretty  
13 much general knowledge that Mort was leaving.

14 Q Was one of them Herb Yasky?

15 A No.

16 Q Was one of them a JFD representative who had  
17 been cooperating with Blonder-Tongue in a cooperative  
18 program at that Parts Show?

19 A These were from distributors. It was dis-  
20 tributors at the show who simply mentioned--Mort was  
21 a well known figure in the industry and evidently had  
22 told some of the people at the show he was leaving  
23 either looking for something else or for some reason,  
24 and word got back.

25 A Who negotiated your employment contract with

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JFD?

A Bill Klansky and Ed Finkel.

Q Whom did you negotiate the actual terms with?

A The actual terms were negotiated--I believe in  
was in conference all the time between Klansky, Finkel  
and myself.

Q Do you recall telling Blonder-Tongue people that  
you had learned at the San Francisco show that JFD had  
been unsuccessful in selling distributor products and  
accessories to the antenna products?

A Yes.

Q This was your specialty, was it not, selling  
distributor products?

A It was one of my responsibilities.

Q At Blonder-Tongue?

A Yes.

MR. RINES: No further questions.

MR. BERLINER: The witness may sign in  
front of any notary.

(Time noted: 3:25 p.m.)

---

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_ 1967.



C E R T I F I C A T E


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5 STATE OF NEW YORK )  
6 : ss  
7 COUNTY OF NEW YORK)

8 I, RICHARD KAUFMAN, a Shorthand Reporter and  
9 Notary Public within and for the State of New York, do  
10 hereby certify:

11 That JEROME N. BALASH, the witness whose depo-  
12 sition is hereinbefore set forth, was duly sworn by  
13 me and that such deposition is a true record of the  
14 testimony given by such witness.

15 I further certify that I am not related to any  
16 of the parties to this action by blood or marriage,  
17 and that I am in no way interested in the outcome of  
18 this matter.

19 IN WITNESS WHEREOF, I have hereunto set my  
20 hand this 7 day of March 1967.

21   
22 RICHARD KAUFMAN  
23  
24  
25

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
BEFORE JUDGE HOFFMAN

DEFENDANT EX. NO. 60-H-2  
DOROTHY L. BRACKENBURY  
OFFICIAL COURT REPORTER

*max copy to R. Rines  
R. Rines Tupper  
orig - R. Rines  
for [unclear]  
11/7*

MEMO TO: H. GILBERT  
FROM: J. BALASH  
DATE: APRIL 29, 1966  
SUBJECT: JFD PATENT INFRINGEMENT

HARRY:

I RECEIVED A CALL FROM SKIP WOMACK OF SACRAMENTO ELECTRONIC SUPPLY IN SACRAMENTO, CALIFORNIA TODAY. THE CONVERSATION WENT APPROXIMATELY LIKE THIS:

SKIP: "I SEE WHERE JFD IS PUTTING BLONDER-TONGUE OUT OF THE ANTENNA BUSINESS."

JERRY: "WHAT DO YOU MEAN BY THAT?"

SKIP: "I GOT A LETTER FROM JFD THIS WEEK WHICH STATES THAT THE UNIVERSITY OF ILLINOIS IS SUING YOU AND JERROLD AND SOMEBODY ELSE FOR PATENT INFRINGEMENT AND I'M KIND OF WORRIED SINCE ANTENNA SALES ARE JUST STARTING AND WE HAVE BEEN WORKING VERY HARD ON IT."

JERRY: "IT'S TRUE THAT THEY ARE INSTITUTING SUIT BUT I WILL BE GLAD TO SEND YOU A LETTER OF INDEMNIFICATION RENDERING YOU HARMLESS..."

SKIP: "THAT'S NOT THE POINT - - I JUST WANTED TO MAKE SURE THAT YOU ARE GOING TO STAY IN THE ANTENNA BUSINESS."

JERRY: "WELL LET ME REASSURE YOU. WE KNOW THAT JFD IS INFRINGING ON SOME OF OUR PATENTS, SO IF THIS WHOLE ISSUE EVER COMES TO SUIT I AM SURE IT WILL END UP AS A STAND OFF. AS A MATTER OF FACT, WE HAVE BEEN COOPERATING WITH JFD IN SOME NEW UHF MARKETS ON PROMOTIONS AND HAVE A GOOD RELATIONSHIP WITH THEM."

SKIP: "WELL I'M REAL GLAD TO HEAR THAT AND IT TAKES A LOAD OFF MY MIND. SEE YOU IN SAN FRANCISCO."

*Jerry Balash*  
JERRY BALASH

JB:MD

RECEIVED

MAY - 4 1966

RINES AND RINES  
NO. TEN POST OFFICE SQUARE, BOSTON

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
BEFORE JUDGE HOFFMAN

DEFENDANT EX. NO. 60-H-17/17/67  
DOROTHY L. BRACKENBURY  
OFFICIAL COURT REPORTER

*Exh. H-1 for id. 1, 143*

MEMO TO: H. A. GILBERT  
FROM: J. N. BALASH  
DATE: MARCH 4, 1966

-----  
ON MONDAY, FEBRUARY 28, THE FOLLOWING CONVERSATION TOOK PLACE BETWEEN SIDNEY LOVE, MANAGER OF RADIO ELECTRIC SERVICE COMPANY OF PENNSYLVANIA AND MYSELF PRIOR TO A DEALER MEETING BEING HELD BY B-T IN CONJUNCTION WITH R. E. S. CO. FOR THE PURPOSE OF INTRODUCING OUR COLOR RANGER LINE.

SID LOVE: "GEORGE CONCEN [JFD REP] WAS IN TO SEE ME THIS MORNING AND TOLD ME JFD WAS GOING TO SUE YOU [B-T] AND MYSELF [RADIO ELECTRIC] ON THE ANTENNA LINE."

J. BALASH: "SID, I AM GETTING TIRED OF THEIR [JFD] CONSTANTLY THREATENING US [B-T] AND OUR DISTRIBUTORS. IF WE WENT TO COURT OVER THIS WOULD YOU BE WILLING TO TESTIFY AS TO YOUR CONVERSATION WITH CONCEN?"

SID LOVE: "ANYTIME."

AT A MEETING IN JACKSONVILLE, FLORIDA BEFORE A GROUP OF DEALERS AT WHICH I WAS PRESENT, MORT LESLIE, JFD SALES MANAGER SAID IN ESSENCE, JFD HAS THE EXCLUSIVE PATENT RIGHTS TO THE LOG PERIODIC DESIGN. THESE PATENTS WERE GRANTED TO US [JFD] BY THE UNIVERSITY OF ILLINOIS AND WE ARE THE ONLY MANUFACTURER AUTHORIZED TO USE THE LOG PERIODIC PRINCIPLE.

SINCERELY,

\_\_\_\_\_  
JERRY BALASH

JB: MED

MEMO TO: H. A. GILBERT  
FROM: J. N. BALASH  
DATE: MARCH 4, 1966

2/17/67  
Eth. H-1 for id.  
1,143

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JB:MED

MEMO TO: H. GILBERT  
FROM: J. BALASH  
DATE: APRIL 29, 1966  
SUBJECT: JFD PATENT INFRINGEMENT

*60-H-2*  
*orig - RR Ash*  
*for [unclear]*  
*147*  
*2/17/67*  
*Exh. H-2*

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JERRY BALASH

JB:MD

RECEIVED

MAY - 4 1966

RINES AND RINES  
NO. TEN POST OFFICE SQUARE, BOSTON

Balash -

1, 2, 3, 5

OK

H-1 }  
H-2 }

Identified OK:

but will object to admission  
of the exhibits -

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

THE UNIVERSITY OF ILLINOIS FOUNDATION, )  
 )  
Plaintiff and )  
Counterclaim Defendant, )

- v - )

BLONDER-TONGUE LABORATORIES, INC., )  
 )  
Defendant and )  
Counterclaimant, )

Civil Action

No. 66 C 567

- v - )

JFD ELECTRONICS CORPORATION, )  
 )  
Counterclaim Defendant. )

EXHIBITS DISCUSSED DURING BALASH DEPOSITION

DEFENDANT'S EXHIBIT # 60

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14  
WELLER ELECTRONIC SALES, INC.

DATE: May 2, 1966

INTER-OFFICE CORRESPONDENCE

TO: Mr. Dick Helhoski, Blonder-Tongue Labs.

FROM: Bill Weller

SUBJECT: Main Line Cleveland  
1260 E. 38th Street  
Cleveland, Ohio

Dear Dick:

I am forwarding to you a copy of the JFD mailing which was received by Main Line.

Would you please write to Mr. Adolph Friedman at Main Line informing him that you will protect his company against any patent infringement suit that JFD will bring against them due to their handling our Ranger antennas.

Thanks.

BW:ts  
encl:

Sincerely yours,

*Bill*  
Bill Weller

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
BEFORE JUDGE HOFFMAN  
DEFENDANT EX. NO. 60  
DOROTHY L. BRACKENBURY  
OFFICIAL COURT REPORTER



SALES PROMOTION

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
BEFORE JUDGE HOFFMAN

DEFENDANT EX. NO. 60  
DOROTHY L. BRACKENBURY  
OFFICIAL COURT REPORTER

*NB5A L*

*2/17/67  
Ex. H-4a  
for 2/17*

TO: ALL JFD DISTRIBUTORS

April 19, 1966

FROM: ED FINKEL

SUBJECT: UNIVERSITY OF ILLINOIS FOUNDATION SUES:

BLONDER-TONGUE LABORATORIES, INC.

CHANNEL MASTER CORPORATION

JERROLD ELECTRONICS CORP.

FOR LOG PERIODIC ANTENNA BASIC PATENT  
INFRINGEMENT

The above firms now join Finney Company and Winegard Company in the list of manufacturers being sued by the University of Illinois Foundation for patent violations.

A reprint of the official press release, and the article from Home Furnishings Daily of April 18, 1966, specify the actions taken against the patent violators.

The Foundation is taking vigorous action in the courts to sue all violators of the basic Log Periodic Patents. JFD is the EXCLUSIVE licensee of the Foundation authorized to manufacture antennas under these basic patents.

If emulation is the sincerest form of flattery, then JFD and its Franchised Distributors must be selling the finest TV and FM antennas on the market today. The fantastic acceptance and success of the whole JFD LPV antenna line attests to the validity of this conclusion.

# UNIVERSITY OF ILLINOIS FOUNDATION

April 7, 1966

*2/17/67  
H. 4-8  
for [unclear]  
11/15*

Hjalmar W. Johnson, President of the University of Illinois Foundation, revealed today that the Foundation had filed civil actions in the Federal District Court in Chicago against Blonder-Tongue Laboratories, Inc., Allied Radio Corporation, Channel Master Corporation, and Electronic Distributors, Inc., charging infringement of one of the Foundation's Log Periodic Antenna patents.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
BEFORE JUDGE HOFFMAN

DEFENDANT EX. NO. 60  
DOROTHY L. BRACKENBURY  
OFFICIAL COURT REPORTER

Mr. Johnson stated that the Log Periodic Antenna Inventions constitute one of the most important new developments in the antenna industry and that the Foundation Antenna licensing programs is one of the most important income sources for the Foundation.

Earlier this year the Foundation filed a civil action in the Federal District Court of Iowa against the Winegard Company, charging infringement.

The JFD Electronics Corporation of Brooklyn, New York, has an exclusive license under the patents in the field of receiving antennas for television and FM broadcasting stations, and antennas for amateur and citizens band transmission and reception. All other fields are licensed non-exclusively by the Foundation.

X B 5-0

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
BEFORE JUDGE HOFFMAN

DEFENDANT EX. NO. 60  
DOROTHY L. BRACKENBURY  
OFFICIAL COURT REPORTER

*Est.*  
*4/17/67*  
*H-4C*  
*for 20*  
*1H3*

HOME FURNISHINGS DAILY, MONDAY, APRIL 18, 1966

### Antenna Patent Suit Hits Jerrold

CHICAGO. — The University of Illinois Foundation, Urbana, charged in Federal Court that Jerrold Electronics Corp., Philadelphia, and R. Cooper, Jr., Inc., here, make or cause manufacture and sale of radio and TV antennas that infringe two of its patents.

The patents are Nos. 3,150,376, for a multiband, log-periodic antenna, and 3,210,767, for a frequency-independent, unidirectional antenna.

The suit asks for injunctions and an accounting and award of damages.

Merriam, Matshall, Shapiro & Klose represents the foundation.

# BLONDER \* TONGUE

Laboratories Inc. / 9 Alling St., Newark, N. J. 07102 / 201 Market 2-8151

*2/17/67  
Ext. H-5 for 30.  
1H3*

*Copy to Back  
copy here*

*R. Lines  
trip file*

May 5, 1966

*copies to RR  
5/5/66*

Mr. Adolph Friedman  
Main Line Cleveland  
1260 East 38th Street  
Cleveland, Ohio

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
BEFORE JUDGE HOFFMAN  
DEFENDANT EX. NO. 60  
DOROTHY L. BRACKENBURY  
OFFICIAL COURT REPORTER

Dear Mr. Friedman:

Blonder-Tongue Laboratories, Incorporated hereby agrees to indemnify Main Line Cleveland, of Cleveland, Ohio, in connection with the purchase of Blonder-Tongue Antenna equipment; Color Ranger Models 3, 5, 10 and U-Ranger, against any claims for infringement of any patent rights asserted against such equipment by others.

Very truly yours,

BLONDER-TONGUE LABORATORIES, INC.

*Harry A. Gilbert*  
Harry A. Gilbert  
Vice President

HAG/mpm

# BLONDER\*TONGUE

Laboratories Inc. / 9 Alling St., Newark, N. J. 07102 / 201 Market 2-8151

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
BEFORE JUDGE HOFFMAN  
DEFENDANT EX. NO. 60  
DOROTHY L. BRACKENBURY  
OFFICIAL COURT REPORTER

April 5, 1966

*2/17/67  
E. H. A. 6 for  
id.*

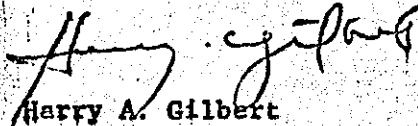
Mr. Fred Wilensky  
Allied Radio Corporation  
Post Office Box 4716  
Chicago, Illinois

Dear Mr. Wilensky:

Blonder-Tongue Laboratories, Incorporated hereby agrees to indemnify Allied Radio Corporation of Chicago, Illinois, in connection with the purchase of Blonder-Tongue Antenna Equipment, Color Ranger Models 3, 5, 10 and U-Ranger, against any claims for infringement of any patent rights asserted against such equipment by others.

Very truly yours,

BLONDER-TONGUE LABORATORIES, INC.



Harry A. Gilbert  
Vice President

HAG/dd

55

RECEIVED

MAY 24 1966

RINES AND RINES  
NO. TEN POST OFFICE SQUARE, BOSTON

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
BEFORE JUDGE HOFFMAN

DEFENDANT EX. NO. 60  
DOROTHY L. BRACKENBURY  
OFFICIAL COURT REPORTER

*117/67 H-8 for id  
E.H. 11/13*

December 10, 1955

Atlas Electronics Corporation  
1317 First Avenue  
New York, New York 10021

Gentlemen:

Blonder-Tongue Laboratories, Incorporated hereby agrees to indemnify Atlas Electronics Corporation of New York, New York, in connection with the purchase of Blonder-Tongue Antenna equipment, Color Ranger Models 3, 5, 10, and U-Ranger, against any claims for infringement of any patent rights asserted against such equipment by others.

Very truly yours,

BLONDER-TONGUE LABORATORIES, INC.

Harry A. Gilbert  
Vice President

HAG/mpm

*cc. LCA NY  
mbg left*