IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

UNITED STATES OF AMERICA,	:	
Plaintiff,	:	
vs.	:	No. 74 CV 80-W-1
ASSOCIATED MILK PRODUCERS, INC.,	:	Entered: April 30, 1975
Defendant.	:	

FINAL JUDGMENT

Plaintiff, United States of America, having filed its Complaint herein on February 1, 1972, and the parties hereto, by their respective attorneys, having consented to the making and entry of this Final Judgment, prior to the taking of any testimony, without trial or adjudication of any issue of fact or law herein, and without admission by either party in respect to any issue:

NOW, THEREFORE, prior to the taking of any testimony, before any adjudication of any issue of law or fact herein, and upon consent of the parties hereto, it is hereby

ORDERED, ADJUDGED and DECREED as follows:

I.

This Court has jurisdiction over the subject matter of this action, and of the parties hereto. The complaint states claims upon which relief may be granted under Sections 1 and 2 of the Act of Congress of July 2, 1890, as amended (15 U.S.C. §§ 1 and 2), commonly known as the Sherman Act.

II

As used in this Final Judgment:

(a) "Base" means the volume of milk assigned by defendant to certain member-producers for which such member-producer receives a price greater than the price received for milk marketed by such member-producer in excess of his assigned base;

(b) "Committed supply" means a supply of milk which defendant commits itself to deliver to a processor for a period in excess of one month;

(c) "Cooperative" means a person which meets the requirements of 7 U.S.C. § 291;

(d) "Cost" means the fully allocated costs as determined on the basis of generally accepted accounting practices consistently applied;

(e) "Direct shipped milk" means milk which is shipped direct from the farm at which it is produced to the processor;

(f) "Federal Milk Marketing Order" means a marketing agreement or order, and applicable regulations and rules of practice and procedure, relating to the handling of milk and adopted pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. § 601, et seq.);

(g) "Fluid milk" means pasteurized milk sold for human consumption in fluid form;

(h) "Former member-producer" means a nonmember-producer who once belonged to defendant but has lawfully terminated any membership or marketing agreement or contract with defendant;

(i) "Member-producer" means a producer belonging to defendant;

(j) "Milk" means raw milk produced by cows prior to pasteurization;

(k) "Milk hauler" means a person, not an employee of defendant, who owns or operates trucks which transport milk;

(l) "Milk products" means products manufactured from milk, such as butter, ice cream, cheese, and powdered milk;

(m) "Nonmember-producer" means a producer not belonging to defendant or any cooperative of producers not belonging to defendant;

(n) "Person" means any corporation, partnership, association, individual, cooperative, or other business or legal entity;

(o) "Plant" means the land, buildings, facilities, and equipment constituting a single operating unit or establishment in which milk or milk products are received, transferred, reloaded, processed, or manufactured;

(p) "Processor" means a person engaged in the business of purchasing milk and processing, bottling, or packaging fluid milk or milk products or manufacturing milk products;

(q) "Producer" means any person engaged in the production of Grade A milk; and

(r) "Southern Region" means the following geographic area:

> Texas, Oklahoma, Arkansas; Campbell County, Tennessee and the area in Tennessee west of and including Henry, Carroll, Henderson and Hardin Counties; the area in Kentucky south or west of and including Ballard, Graves, and Calloway Counties; the area in New Mexico east of and including San Juan, McKinley, Valencia, Socorro, Sierra, and Dona Ana Counties; the area in Kansas west of and including Marshall,

Pottawatomie, Geary, Morris, Chase, Coffey, Anderson, and Linn Counties; La Plata and Montezuma Counties in Colorado; De Soto County in Louisana; Gage, Jefferson, Johnson, Pawnee, and Thayer Counties in Nebraska; the area in Mississippi north of and including DeSoto, Tate, Panola, Lafayette, Pontotoc, Lee and Tawamba Counties; and Bates, Butler, Howell, Jasper, McDonald, Newton, Stoddard, Taney, Vernon, Cass, Cedar, Barry, Christian, Ripley, New Madrid, Dade, Stone, Douglas, Oregon, Dunklin, St. Clair, Lawrence, Ozark, and Shannon Counties in Missouri.

III

The provisions of this Final Judgment applicable to the defendant shall also apply to each of its directors, officers, agents, employees, subsidiaries, successors, assigns and their subsidiaries, and, in addition, to all persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

IV

The defendant is hereby enjoined and restrained from:

(a) Entering into or enforcing any contract, agreement, or understanding with any milk hauler which requires that such milk hauler transport milk for a member-producer only, but defendant may require that a milk hauler not commingle member-producer milk with nonmember-producer milk unless such requirement would be inconsistent with the provisions of Section VI of this Final Judgment;

(b) Using threats, coercion, or undue influence to induce any milk hauler to refuse or threaten to refuse to haul milk for any nonmember-producer, or to induce any processor to refuse to deal with any milk hauler, but defendant may require that a milk hauler not commingle member-producer milk

with nonmember-producer milk unless such requirement would be inconsistent with the provisions of Section VI of this Final Judgment;

(c) Purchasing or acquiring control of any milk hauler or of any hauling equipment of any milk hauler who, at the time of the purchase or acquisition of control, is hauling any milk of any nonmember-producer, unless defendant insures that facilities for shipping milk to the plant to which milk of said nonmember-producer is customarily delivered at the time of said purchase or acquisition of control are available to said nonmember-producer on comparable terms and conditions;

(d) Using threats, coercion, or undue influence to induce any processor to give to defendant preferred access to unloading or testing facilities of said processor;

(e) Entering into or enforcing any contract, agreement, or understanding with any processor which binds such processor to purchase a committed supply of of milk from defendant for a period in excess of one (1) year or where the effect of entering into such contract(s), agreement(s) or understanding(s) may be to substantially lessen competition or tend to create a monopoly;

(f) Requiring any processor, as a condition of receiving any milk from defendant, to enter into any contract, agreement, or understanding for a committed supply of milk;

(g) Interfering or attempting to interfere with the exercise of the right of any processor to buy

milk from a nonmember-producer at whatever prices, terms, or conditions said processor may choose, except that nothing herein shall limit defendant's rights under the Agricultural Fair Practices Act, 7 U.S.C. § 2301 et seq.;

(h) Requiring or attempting to require any processor or nonmember-producer to use services supplied by defendant, except that defendant may offer services to any processor or nonmember-producer at the cost of providing such services to member-producers;

(i) Requiring or attempting to require any processor, as a condition to the sale or delivery by defendant of any milk to said processor, to deliver to defendant anything of value based on milk sold to said processor by any nonmember-producer;

(j) Requiring or attempting to require any processor to purchase milk for delivery to one plant as a condition to the sale and delivery of milk to any other plant of such processor;

(k) Entering into or enforcing any contract, agreement, or understanding with any person, or aiding or causing others to enter into or enforce any contract, agreement, or understanding with any person, which has the purpose or effect of limiting said person's right to sell or dispose of milk wherever, to whomever, pursuant to whatever prices, terms, or conditions said person chooses to sell or dispose of such milk, provided that nothing herein shall prohibit defendant from selling milk on a classified price basis according to use or from entering into a common marketing agreement with other persons as authorized or permitted under 7 U.S.C. § 291

unless said common marketing agreement is prohibited by Section X of this Final Judgment;

(1) Discriminating or threatening to discriminate against any processor (i) who purchases or proposes to purchase milk from any person other than defendant for any or all of said processor's plants, or (ii) who resells or delivers or proposes to resell or deliver milk to any other processor, in any way, including but not limited to the following:

(1) refusing, limiting or reducing or threatening to refuse, limit, or reduce the sale or delivery of milk to said processor;

(2) refusing or threatening to refuse to sell a committed supply of milk to said processor;

(3) charging said processor a higher unit price for milk delivered to a plant of said processor than defendant charges for milk delivered to a plant of any competitor of said processor located in the same Federal Milk Marketing Order area or, if no Order exists, in the same geographic area, for milk sold on the same basis for similar use;

(4) engaging in less reliable or otherwise less favorable delivery practices for milk delivered to said processor than defendant furnishes to any competitor of said processor for milk delivered to a plant of said competitor operated in either the same Federal Milk Marketing Order area or, if no Order exists, in the same geographic area;

(5) delivering a lower or less desirable quality of milk to said processor than defendant

delivers to a plant of any competitor of said processor operated in either the same Federal Milk Marketing Order area or, if no Order exists, in the same geographic area;

(6) refusing to provide any service, discount or subsidy for milk delivered to a plant of any processor on the same terms and conditions as defendant offers for milk delivered to a plant of any competitor of said processor operated in either the same Federal Milk Marketing Order area or, if no Order exists, in the same geographic area;

(7) failing to offer to compensate said processor for any service performed, such as field services, on the same terms and conditions on which defendant compensates any competitor of said processor operating plants in either the same Federal Milk Marketing Order area or, if no Order exists, in the same geographic area;

(8) requiring said processor to account for its purchases of milk from defendant at any plant in any calendar month on a classified price basis in any manner which results in a larger percentage of the volume of milk supplied by defendant being purchased at the price defendant charges for the highest value utilization than is the percentage of the volume of milk supplied by all producers which is used by said processor in the highest value utilization at all plants receiving milk regulated under the same Federal Milk Marketing Order and owned or operated by said processor in the calendar month;

provided that nothing in this paragraph IV (l) shall prevent defendant from (i) charging said processors different prices for milk based upon differing methods of handling or delivering milk, if (a) said differences in price are reasonably related to differences in defendant's cost; and (b) said differences in price are not charged for the purpose of inducing any processor to cease, limit, reduce, or not make purchases from nonmember-producers; (ii) charging processors different prices for milk based on its use; or (iii) meeting lower prices of a competitor of defendant;

(m) Directly or indirectly offering to sell fluid milk or milk products to any customer of any person who sells fluid milk or milk products processed from milk produced by any nonmember-producer at prices lower than prices at which defendant offers to sell fluid milk or milk products to a similarly situated competitor of said customer;

(n) Directly or indirectly selectively soliciting any customer of any processor who sells fluid milk or milk products processed from milk produced by a nonmember-producer;

(o) Using threats, coercion, or undue influence to induce any producer to join or refrain from terminating its membership in defendant or to deliver its milk to defendant;

(p) Entering into any membership or marketing agreement with any member-producer which binds such member-producer to deliver milk to defendant for a term in excess of one (l) year, except any such contract may provide for automatic renewal for succeeding periods of one (l) year, if either

party does not give notice of termination at least thirty (30) days prior to the termination date of such contract, and provided that defendant will promptly provide any member-producer, who so requests, with written notice of the termination date of his contract and the dates on which he can effectively give notice of termination of said contract;

(q) Compelling or attempting to compel any member-producer to enter into any contract, agreement, or understanding which restricts the right of said member-producer to sell any milk to any processor after said member-producer has lawfully terminated his membership and marketing agreement or contract with defendant; except that defendant may require any member-producer who sells or otherwise transfers base to enter into a contract, agreement, or understanding with the transferee of base which provides that, for a period of two (2) years from the date of said transfer, said transferor will not compete with defendant for fluid milk sales in the Southern Region;

(r) Qualifying milk under any Federal Milk Marketing Order with a purpose of forcing, coercing, or inducing nonmember-producers to join defendant or to cease selling milk in competition with defendant.

V

Defendant is hereby ordered and directed for a period of three (3) years from the entry of the Final Judgment to notify each member-producer of the termination date of his membership or marketing agreement, and of the dates on which he can effectively give notice of termination of such agreement; said notice must be given to each member-producer by defendant annually not more than fifty-five (55) days or less than fifteen (15) days prior to the first day on which said member-producer can effectively terminate said membership or marketing agreement; the provisions of this Section V shall not apply to any member-producer whose membership or marketing agreement is for a term of one (1) month or less.

VI

The defendant is hereby enjoined and restrained, for a period of three (3) years from the entry of this Final Judgment from refusing or threatening to refuse to deliver or to market the milk of any former member-producer on the same basis as it delivers or markets the milk of any member-producer whose milk is customarily delivered to the same plant to which the milk of said former member-producer's milk was customarily delivered at the time his membership or marketing agreement with defendant is terminated; the obligation of defendant to continue marketing the milk of any former member-producer shall be from the date defendant receives written notice of the termination of the membership or marketing agreement with defendant to the date at which said plant may

terminate its contract with defendant or for four (4) months from the date of the termination of the membership or marketing agreement, whichever is longer.

VII

The defendant is hereby enjoined and restrained for a period of five (5) years from the entry of this Final Judgment from refusing or threatening to refuse to receive milk produced by any producer on equivalent and non-discriminatory terms, within the limits permitted by 7 U.S.C. § 291, and §§ 1381 through 1388 of the Internal Revenue Code of 1954, as amended, and regulations issued pursuant thereto (or as the same may be amended from time to time), to the extent of the available capacity of any plant of defendant in excess of capacity needed for the handling of milk of member-producers; provided, however, that nothing in this Section VII shall require defendant to pay any cooperative or processor delivering to defendant's plants (other than unregulated plants described in Section X of this Final Judgment) more than the value of the milk to said plant, said value to be determined by the current market price of the products manufactured at said plant, and the yields and the make allowances as used in the federal dairy price support program and announced for the market year.

VIII

The defendant is hereby enjoined and restrained for a period of five (5) years from the entry of this Final Judgment, from exercising its right to vote on behalf of its members pursuant to the terms of 7 U.S.C. §§ 608c(9)(B), 608c(12) and 608c(16)(b), if the effect of such vote will be to terminate any existing Federal Milk Marketing Order.

IX

The defendant is hereby enjoined and restrained, for a period of ten (10) years from the entry of this Final Judgment from purchasing, consolidating with, acquiring control of, or leasing any plant (except for renewal of an existing lease) without the prior written consent of the Department of Justice or the Court. At least forty-five (45) days in advance of the closing date of any transaction to purchase, consolidate with, acquire control of or lease any such plant, defendant shall supply plaintiff with complete details concerning the terms and conditions of the proposed transaction. Within thirty (30) days after its receipt of the above information plaintiff shall advise the defendant of any objection it may have to the consummation of the proposed transaction. If such an objection is made by plaintiff, then the proposed transaction shall not be consummated unless approved by the Court on the basis of a showing by defendant that the proposed transaction will not substantially lessen competition in any line of commerce, in any section of the country.

X

The defendant is hereby enjoined and restrained, for a period of ten (10) years from the entry of this Final Judgment, from participating in any plan or program with any cooperative or with any organization whose members are cooperatives relating to the purchase or option to purchase milk from plants not regulated under any Federal Milk Marketing Order, or from any producer shipping milk to said plant, unless said plan or program provides:

(b) that there shall be no discrimination against any contracting plant which receives milk from nonmember-producers;

(c) that any contracting plant shall be permitted to dispose of any milk for which a purchase option is not exercised at least 24 hours prior to the time the milk is picked up from the farm to whomever, wherever, and upon whatever terms and conditions it chooses; there shall be no discrimination against any plant which resells milk on which said option is not exercised;

(d) that any cooperative may participate in said plan or program on an equivalent and non-discriminatory basis;

(e) that any participating cooperative shall be permitted to resell milk obtained through such plan or program to whomever, wherever, and on whatever terms and conditions it chooses;

(f) that no contract, agreement, or understanding entered into pursuant to such plan or program shall exceed a term of one (1) year;

(g) that said plan or program shall be used for the purpose of establishing and maintaining a reserve supply of milk to fulfill the requirements of participating cooperatives and for that purpose only;

(h) that in the event said plan or program is carried out through any organization all of whose members are cooperatives, persons receiving orders from participating cooperatives and directing the shipment of milk pursuant to such plan or program shall be independent of and shall not be employed by any

participating plant or cooperative; and regardless of the form of said plan or program all reports of shipments of milk will not be made until the completion of the month, and shall be made at the same time to all cooperatives and plants participating in said agreements;

provided, however, the terms of this Section X shall not be applicable to any marketing agreement with the Secretary of Agriculture authorized by 7 U.S.C. § 601 et seq. relating to a reserve supply of milk in unregulated plants.

XI

Within thirty (30) days after the entry of the Final Judgment, defendant is ordered and directed to withdraw from, and is enjoined and restrained from joining, contributing anything of value to, or from participating in, any organization or association which directly or indirectly engages in or enforces any act which the defendant is prohibited by this Final Judgment from engaging in, or enforcing, or which is contrary to or inconsistent with any provision of this Final Judgment.

XII

(A) The defendant is ordered and directed within ninety (90) days from date of entry of this Final Judgment to amend its By-Laws, Rules, and Regulations by eliminating therefrom any provision which is contrary to or inconsistent with any provision of this Final Judgment.

(B) Upon amendment of its By-Laws, Rules, and Regulations as above said, defendant is thereafter enjoined and restrained from adopting, adhering to, enforcing, or claiming any rights under any By-Law, Rule, or Regulation which is contrary to or inconsistent with any of the provisions of this Final Judgment.

(C) The defendant is ordered to file with the plaintiff annually for a period of ten (10) years on the anniversary of the entry of this Final Judgment, a report setting forth the steps taken by the Board to advise its officers, directors, employees, members, and all appropriate committees of its and their obligations under the prohibitions placed upon them by this Final Judgment.

XIII

(A) Defendant is ordered to mail or otherwise furnish within ninety (90) days after the date of entry of this Final Judgment a copy thereof to each of its members and employees, to each hauler transporting milk for defendant, to each processor purchasing milk from or selling milk to defendant or any organization for which defendant acts as marketing agent, and to the cooperative members, officers, and employees of Associated Reserve Standby Pool Cooperative, Central Milk Producers Cooperative, Central Milk Sales Agency, and within one hundred fifty (150) days from the aforesaid date of entry to file with the Clerk of this Court an affidavit setting forth the fact and manner of compliance with paragraph XIII.

(B) Defendant is further ordered and directed to mail or otherwise furnish a copy of this Final Judgment to its members once each year for four (4) additional years, and to furnish a copy of this Final Judgment to any person upon request.

XIV

For the purpose of determining or securing compliance with this Final Judgment, and subject to any legally recognized privilege:

(a) Duly authorized representatives of the Department of Justice shall, upon written

request of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to defendant made to its principal office, be permitted (1) access, during the office hours of defendant, to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or in the control of defendant relating to any of the matters contained in this Final Judgment, and (2) subject to the reasonable convenience of defendant and without restraint or interference from defendant, to interview officers, or employees of defendant, each of whom may have counsel present, regarding any such matters.

(b) Defendant, upon such written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, shall submit such reports in writing to the Department of Justice with respect to matters contained in this Final Judgment, as may from time to time be requested.

No information obtained by the means provided in this paragraph XIV shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the plaintiff, except in the course of legal proceedings to which the United States of America is party for the purpose of determining or securing compliance with this Final Judgment or as otherwise required by law.

XV

Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for further orders and direction as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the amendment or modification of any of the provisions hereof, for the enforcement of compliance therewith, and for the punishment of violations thereof.

XVI

In accordance with the agreement of the parties, the following agreed order is stated in this new paragraph which has been added to this Final Judgment as originally proposed:

Defendant is enjoined and restrained from accomplishing any reorganization or restructuring of defendant into separate regional or sectional cooperatives unless each such cooperative agrees in writing, filed with the plaintiff and the Court, to be bound by the terms of the Final Judgment in United States v. Associated Milk Producers, Inc., Civil Action No. 74 CV 80-W-1, entered this day.

United States District Judge

April 30, 1975

Kansas City, Missouri

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

UNITED STATES OF AMERICA,	:	
Plaintiff,	:	
vs.	:	No. 74 CV 80-W-1
ASSOCIATED MILK PRODUCERS, INC.,	:	
Defendant.	:	

SUPPLEMENTAL ORDER ESTABLISHING
ENFORCEMENT AND MODIFICATION PROCEDURES
IN REGARD TO FINAL JUDGMENT
APPROVED APRIL 30, 1975

Paragraph XV of the Final Judgment entered on the proposed consent decree approved in the above-entitled cause on April 30, 1975, provides:

> Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for further orders and direction as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the amendment or modification of any of the provisions hereof, for the enforcement of compliance therewith, and for the punishment of violations thereof.

Pursuant to, and in the exercise of the general jurisdiction of this Court and in the exercise of the particular jurisdiction retained by Paragraph XV of the Final Judgment, this Court, on its own motion, finds and concludes that the public interest requires that appropriate procedures for enforcement and modification of that decree be established and provided by formal order of court.

Therefore, and in order to implement the provisions of Paragraph XV of the Final Judgment, it is hereby

ORDERED, ADJUDGED, and DECREED That the following procedures shall be followed in connection with future proceedings which may seek the enforcement and modification of said Final Judgment:

I. PROCEDURE WHERE ENFORCEMENT IS SOUGHT BY THE UNITED STATES

Should the United States determine that defendant is not complying with any provision of the Final Judgment, it shall proceed in accordance with law as provided in Rule 42(b) of the Rules of Criminal Procedure.

II. PROCEDURES WHERE ENFORCEMENT IS SOUGHT INDEPENDENT OF THE UNITED STATES

A. Should any person other than the United States believe that defendant is not complying with provisions of the Final Judgment, such person shall, before making or filing any application for this Court to exercise its independent power and jurisdiction to enforce the Final Judgment on its own motion, take the following steps:

1. Such person shall prepare and serve on the Assistant Attorney General in charge of the Antitrust Division of the Department of Justice an appropriate written request which shall formally pray that the United States file an appropriate petition for enforcement pursuant to paragraph I above.

2. Said request shall state with particularity: (a) the interest of the person allegedly aggrieved by the defendant's alleged noncompliance with the Final Judgment; (b) the circumstances concerning defendant's alleged noncompliance; (c) the names of persons who allegedly have personal knowledge of those circum-

stances; and (d) the relief which such person believes the United States should seek in a petition for enforcement which such person believes the United States should file under the circumstances.

B. Such request shall be supported by an appropriate written memorandum which shall include, as separately numbered exhibits, supporting affidavits of persons with personal knowledge of the alleged circumstances and verified copies of any documentary evidence which the allegedly aggrieved person believes may be relevant and material under the circumstances.

C. Such supporting memorandum shall include as an appendix a copy of a petition for enforcement which the allegedly aggrieved person believes should be filed by the United States.

D. At the time the allegedly aggrieved person serves his request and supporting memorandum on the Assistant Attorney General in charge of the Antitrust Division of the Department of Justice, he shall simultaneously transmit information copies of said request and supporting memoranda to the Clerk of this Court and to the judge having jurisdiction over the above-entitled cause.

E. The Assistant Attorney General in charge of the Antitrust Division of the Department of Justice shall, within twenty (20) days (or within such additional time as the Court may grant) after the receipt of a request from an allegedly aggrieved person, reply to such person in writing. Such reply shall state with particularity: (a) what investigation or other action, if any, will be taken by the Antitrust Division in

regard to the request; (b) when such action will be taken; and (c) the reasons supporting the decision of the Assistant Attorney General in charge of the Antitrust Division of the Department of Justice.

F. Information copies of the reply of the Assistant Attorney General in charge of the Antitrust Division of the Department of Justice shall be simultaneously transmitted to the Clerk of this Court and to the judge having jurisdiction over the above entitled cause.

G. In the event the United States as a result of the request, or on its own motion, takes action deemed appropriate by the allegedly aggrieved person, no further proceedings will be necessary under the circumstances.

H. In the event, however, that the United States does not take action deemed to be appropriate by the allegedly aggrieved person, then in that event, and only in that event, such person may so advise the Court in writing and suggest that the Court give appropriate consideration to whether it should, under the circumstances, exercise its independent power and jurisdiction to direct enforcement proceedings on its own motion.

I. The Court will consider the written suggestion of the allegedly aggrieved person, will review the written request and supporting memorandum presented to the Assistant Attorney General, together with the reply of the Assistant Attorney General, and will thereafter determine what, if any, further appropriate proceedings should be directed under the circumstances.

III. PROCEDURES FOR MODIFICATION OF THE FINAL JUDGMENT

Motions for modification of the Final Judgment may be filed only by a party to the case. Any motion for modification shall

be filed in accordance with the Rules of Civil Procedure and the Local Rules of this Court.

In the event such a motion is filed, the Court will direct appropriate proceedings under which persons who claim to be aggrieved will be afforded appropriate notice of the proceeding and will be afforded an appropriate opportunity to seek full or limited participation in the proceedings.

United States District Judge

April 30, 1975

Kansas City, Missouri

DOJ-1975-05