

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

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: UNITED STATES OF AMERICA, :  
: :  
: Plaintiff, :  
: : Civil Action No.  
: v. : 76 Civ. 286 (CMM)  
: : Filed: September 28, 1974  
: ALLIED MAINTENANCE CORPORATION; :  
: ALPINE INDUSTRIES, INC.; :  
: ANCHOR CLEANING SERVICE, INC.; :  
: ARCADE CLEANING CONTRACTORS, INC.; :  
: COASTAL ENTERPRISES, INC.; :  
: EASTERN MAINTENANCE SERVICE INC.; :  
: MacCLEAN SERVICE COMPANY, INC.; :  
: NATIONAL KINNEY CORPORATION; :  
: PRUDENTIAL BUILDING MAINTENANCE :  
: CORPORATION; :  
: TEMCO SERVICE INDUSTRIES, INC.; and :  
: TRIANGLE MAINTENANCE SERVICE, INC. :  
: Defendants. :  
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STIPULATION

It is stipulated by and between the undersigned parties, by their respective attorneys, that:

1. A Final Judgment in the form hereto attached may be filed and entered by the Court, upon the motion of any party or upon the Court's own motion, at any time after compliance with the requirements of the Antitrust Procedures and Penalties Act (15 U.S.C. §16), and without further notice to any party or other proceedings, provided that plaintiff has not withdrawn its consent, which it may do at any time before the entry of the proposed Final Judgment by serving notice thereof on defendants and by filing that notice with the Court.

2. In the event plaintiff withdraws its consent or if the proposed Final Judgment is not entered pursuant to stipulation, this stipulation shall be of no effect whatever and the making of this stipulation shall be without prejudice to plaintiff or defendants in this or any other proceeding.

Dated: September 27, 1978

FOR PLAINTIFF:

/s/

John H. Shenefield  
Assistant Attorney General

/s/

Richard J. Favretto

/s/

Ralph T. Giordano

Attorneys, Department of  
Justice

FOR THE DEFENDANTS:

Law Firm of Malcolm A. Hoffmann  
By Malcolm A. Hoffmann

On Behalf of Allied  
Maintenance Corp.

Spiro, Felstiner, Prager & Treeger  
By Clarence R. Treeger

On Behalf of Anchor Cleaning  
Service, Inc.

Orenstein Snitow Sutak & Pollack, P.C.  
By Alan M. Pollack  
On Behalf of Coastal  
Enterprises, Inc.

Seavey, Fingerit & Vogel  
By Irwin K. Fingerit  
On Behalf of MacClean Service  
Co., Inc.

Skadden, Arps, Slate, Meagher & Flom  
By Edward J. Yodowitz  
On Behalf of Alpine  
Industries, Inc.

/s/

Augustus A. Marchetti  
/s/

Edward Friedman

Attorneys, Department of  
Justice

Antitrust Division  
Room 3630, 26 Federal Plaza  
New York, New York 10037

Paul Weiss Rifkind Wharton &  
Rison By Martin London  
On Behalf of National Kinney

Kaye, Scholer, Fierman, Hays & Hand  
By Fred A. Freund

On Behalf of Prudential Building  
Maintenance Corp.

Stroock & Stroock & Lavan  
By Charles G. Moerdler  
On Behalf of Torco Service  
Industries Inc.

Martin Obermaier & Morvillo  
By Thomas J. Fitzpatrick  
On Behalf of Eastern Maintenance  
Service, Inc. and Triangle  
Maintenance Service, Inc.

Weil, Gotshal & Manges  
By Robert G. Szerman  
On Behalf of Arcade Cleaning  
Contractors, Inc.

UNITED STATES DISTRICT COURT  
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: ALPINE INDUSTRIES, INC.; :  
: ANCHOR CLEANING SERVICE, INC.; : Entered: December 27, 1978  
: ARCADE CLEANING CONTRACTORS, INC.; :  
: COASTAL ENTERPRISES, INC.; :  
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: NATIONAL KINNEY CORPORATION; :  
: PRUDENTIAL BUILDING MAINTENANCE :  
: CORPORATION; :  
: TEMCO SERVICE INDUSTRIES, INC.; and :  
: TRIANGLE MAINTENANCE SERVICE, INC. :  
: Defendants. :  
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FINAL JUDGMENT

Plaintiff, United States of America, having filed its complaint herein on January 16, 1976; and all parties by their attorneys having severally consented to the making and entry of this Final Judgment, without admission by any party in respect to any issue and without this Final Judgment constituting evidence or an admission by any party with respect to any such issue;

NOW, THEREFORE, before any testimony has been taken herein, without trial or adjudication of any issue of fact or law herein, and upon consent of the parties hereto, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

I

This Court has jurisdiction of the subject matter hereof and the parties consenting hereto. The Complaint

states claims upon which relief may be granted against the defendants under Section 1 of the Act of Congress of July 2, 1890 as amended (15 U.S.C. §1), commonly known as the Sherman Act.

## II

As used in this Final Judgment:

(A) "Person" shall mean any individual, partnership, corporation, association or any other business or legal entity.

(B) The term "building maintenance" shall mean the providing of janitorial, repair, security, elevator, landscaping and other services in connection with the use and occupancy of commercial, industrial or institutional buildings, including but not limited to: interior cleaning and dusting, washing and waxing floors; vacuuming and cleaning carpets; cleaning and washing windows, walls and window coverings; servicing washrooms; operating and repairing elevator, heating, lighting and ventilation facilities; providing security guard services; caring for landscaping; preparation of new buildings for occupancy and other related activities.

(C) The term "subcontracting agreement" shall mean any agreement or understanding to perform one or more building maintenance services or provide materials therefor so as to discharge a part or the whole of the obligation for which a supplier of building maintenance had committed itself to another person.

## III

(A) Except as otherwise specifically stated herein, the provisions of this Final Judgment shall apply to the defendants, their respective officers, agents, servants, and employees, and to those persons in active concert or participation with any of them who shall receive actual notice

of this Final Judgment by personal service or otherwise.

(B) The provisions of this Final Judgment shall not apply to activities between a defendant, and its officers, directors, agents, or employees, or between any of them, and its parent or subsidiary companies, their affiliate corporations (in which 50 percent or more of the voting stock is owned by a defendant, its parent or subsidiary company or a single individual owning more than 50 percent of a defendant) or their officers, directors, agents or employees.

#### IV

Each defendant is hereby enjoined and restrained from the following:

(A) Entering into any agreement with any supplier of building maintenance services to fix prices for such services, except in connection with subcontracting agreements;

(B) Entering into any agreement with any supplier of building maintenance services to submit noncompetitive, collusive or rigged bids to customers for the performance of such services;

(C) Entering into any agreement with any supplier of building maintenance services to not compete for, or to allocate, customers of such services, except in connection with transactions for the purchase or sale of a business or any part thereof, or in connection with a subcontracting agreement;

(D) Compensating another supplier of building maintenance services for the latter's transfer of a customer by payment of moneys, exchange or return of customers or any other means, except with regard to compensation to a seller for customers transferred in connection with the purchase or sale of a business, its shares, or any part of either.

V

Each of the defendants, and its subsidiaries and affiliates (as defined in Paragraph III(B)), is ordered and directed to mail or cause to be mailed,

(A) to each of its customers of building maintenance services in New York County for the period January 1, 1970 through October 31, 1974 a copy of this Final Judgment together with the notice annexed hereto as Exhibit A within sixty (60) days after the entry of this Final Judgment, and, within one hundred and twenty (120) days from the aforesaid date of entry, to file an affidavit with the Clerk of this Court setting forth the fact and manner of compliance with this Section V(A); and

(B) to any customer in New York County it intends to transfer to another supplier of building maintenance services, not less than fifteen (15) days before such transfer, a statement of its intention to transfer any such customer to said supplier of building maintenance services, including therein the name and address of such transferee, except in connection with the sale of a business or shares thereof, or a subsidiary or division of said business.

VI

(A) For the purpose of determining or securing compliance with this Final Judgment, any duly authorized representative of the Department of Justice shall, on written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to such defendant at its principal office, be permitted, subject to any legally recognized privilege:

(1) Access during the office hours of such defendant to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under

the control of such defendant, who may have counsel present, relating to any matters contained in this Final Judgment; and

(2) Subject to the reasonable convenience of such defendant and without restraint or interference from it, to interview any officers, directors, agents, partners, or employees of such defendant, any of whom may have counsel present, regarding any such matters.

(B) Each defendant, upon the written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, shall submit such reports in writing with respect to any of the matters contained in this Final Judgment, as may from time to time be requested, subject to any legally recognized privilege.

No information obtained by the means provided in this Section 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 United States, except in the course of legal proceedings to which the United States is a party, or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

If at any time information or documents are furnished by any defendant to plaintiff pursuant to this Section and such defendant represents that the material, or any portion thereof, in any such information or documents is of a type described in Rule 26(c)(7) of the Federal Rules of Civil Procedure, and the defendant identifies such material in writing and marks each pertinent page thereof, "Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure",

then plaintiff shall give such defendant ten (10) days notice prior to divulging such material in any legal proceeding (other than a Grand Jury proceeding) to which such defendant is not a party.

VII

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 such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the modification of any of the provisions thereof, and for the enforcement of compliance therewith and punishment of violations thereof.

VIII

This Final Judgment shall terminate and cease to be effective ten (10) years from the date of its entry.

IX

Entry of this Final Judgment is in the public interest.

Dated: December 27 , 1978

/s/ Charles M. Metzner

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UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,	:	Civil Action No.
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PRUDENTIAL BUILDING MAINTENANCE	:	
CORPORATION;	:	
TEMCO SERVICE INDUSTRIES, INC.; and	:	
TRIANGLE MAINTENANCE SERVICE, INC.,	:	
	:	
Defendants.	:	

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LEGAL NOTICE OF FINAL JUDGMENT IN  
CIVIL ACTION BROUGHT BY GOVERNMENT

Pursuant to a Final Judgment entered on consent in the above action in this Court on \_\_\_\_\_, 1978, Notice is being sent to all persons who purchased building maintenance services from the above-named defendants, their subsidiaries or affiliates in New York County from January 1, 1970 through October 31, 1974, to inform you that the above civil action, brought by the United States of America, has been settled on the consent of all parties.

This action was brought under Section 1 of the Sherman Act, and was based upon the allegations of a separate Government proceeding that the defendants had conspired to restrain competition in New York County from January 1, 1970 to October 31, 1974. A separate class action, based on substantially the same allegations, was commenced in this Court by four plaintiffs on behalf of customers of defendants, their subsidiaries and affiliates in New York County during the relevant period. That action is not affected by this settlement.

This action has been settled without the trial or

adjudication of any issue of fact or law, and without admission by any party concerning any issue.

A copy of the Final Judgment is enclosed.

Dated: New York, New York  
          , 1978

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

By Raymond F. Burghardt  
Clerk of the Court