

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Capital Glass & Trim Co., Inc., Dunn Glass Co., Inc., Nelson-Brantley Glass Co., Inc., Norment Glass Co., Inc., Wagon Auto Parts, Inc., and Oscar Lee, d/b/a Lee Glass Co., U.S. District Court, M.D. Alabama, 1973-1 Trade Cases ¶74,388, (Apr. 6, 1973)

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United States v. Capital Glass & Trim Co., Inc., Dunn Glass Co., Inc., Nelson-Brantley Glass Co., Inc., Norment Glass Co., Inc., Wagon Auto Parts, Inc., and Oscar Lee, d/b/a Lee Glass Co.

1973-1 Trade Cases ¶74,388. U.S. District Court, M.D. Alabama, Northern Division. Civil Action No. 3679N. Entered April 6, 1973. Case No. 2247, Antitrust Division, Department of Justice.

Sherman Act

Price Fixing—Automobile Glass Repair and Sales—Consent Decree.—Automobile glass repair shops were prohibited by a consent decree from agreeing to fix the price at which auto glass parts are sold or the labor rates charged in performing auto glass replacement. Each was prohibited from suggesting or compelling any glass shop to adopt uniform prices for parts or labor. A price review was also required of each.

For plaintiff: Thomas E. Kauper, Asst. Atty. Gen., Baddia T. Rashid, Charles F. B. McAleer, William E. Swope, Leslie M. Jeffress, and Stephen L. Dunne, Antitrust Div., Dept. of Justice, Ira DeMent, U. S. Atty., and Kenneth E. Vines, Asst. U. S. Atty., Montgomery, Ala. **For defendants:** Howard C. Oliver (Hobbs, Copeland, Franco & Screws), Montgomery, Ala., for Capital Glass & Trim Co.; Henry C. Chappell, Jr. (Rushton, Stakely, Johnston & Garrett), Montgomery, Ala., for Dunn Glass Co.; C. A. Powell, III (Lange, Simpson, Robinson & Somerville), Birmingham, Ala., for Nelson-Brantley Glass Co., Inc.; Robert B. Stewart (Jones, Murray, Stewart & Yarbrough), Montgomery, Ala., for Norment Glass Co., Inc.; Harry Cole (Hill, Hill, Stovall, Carter & Franco), Montgomery, Ala., for Wagon Auto Parts, Inc.; Joseph D. Phelps and Philip H. Butler (Hill, Robison, Belser, Brewer & Phelps), Montgomery, Ala., for Oscar Lee, dba Lee Glass Co.

Final Judgment

JOHNSON, D. J.: Plaintiff, United States of America, having filed its Complaint herein on May 25, 1972 and plaintiff and the defendants, by their respective attorneys, having consented to the entry of this Final Judgment, without trial or adjudication of any issue of fact or law herein, and without admission by any party with respect to any such issue, and without this Final Judgment constituting evidence or admission by any party with respect to any such issue;

Now, Therefore, before the taking of any testimony and without adjudication of any issue of fact or law herein and upon the consent of the parties hereto, it is hereby

Ordered, Adjudged and Decreed as follows:

I

[*Jurisdiction*]

This Court has jurisdiction over the subject matter herein and of the parties hereto. The Complaint states a claim against the defendants upon which relief may be granted under Section 1 of the Act of Congress of July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," as amended, commonly known as the Sherman Act.

II

[*Definitions*]

As used in this Final Judgment:

- (A) "Auto glass parts" means automobile and truck windshields, side vents, sidelites, back4ites, sealer kits and other related parts and materials;
- (B) "Auto glass replacement" means the business of applying auto glass parts and labor to automobiles and trucks;
- (C) "Glass shop" means any person engaged in the performance of auto glass replacement or the sale of auto glass parts; and
- (D) "Person" means any individual, corporation, partnership, firm, association, or any other legal or business entity.

III

[*Applicability*]

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

IV

[*Price Fixing*]

Each defendant is enjoined and restrained from, directly or indirectly:

- (A) Entering into, adhering to, maintaining or furthering any contract, agreement, understanding, plan or program with any glass shop to fix, determine, maintain or stabilize:
 1. The prices, discounts, markups or other terms and conditions at which any auto glass part is sold by any glass shop to any third person;
 2. The rates charged any third person for the labor involved in performing auto glass replacement;
- (B) Advocating, suggesting, urging, inducing, threatening, coercing, intimidating, or compelling any glass shop to adopt, use or adhere to:
 1. Uniform or specific prices, discounts, markups or other terms and conditions at which any auto glass part is sold by any glass shop to any third person;
 2. Uniform or specific rates charged any third person for the labor involved in performing auto glass replacement.

V

[*Price Review*]

Each of the defendants is ordered and directed, not later than ninety (90) days following the date of entry of this Final Judgment, independently and individually to review and redetermine, based upon its own costs, business judgments and other lawful considerations: (1) the prices, discounts, markups or other terms and conditions at which it sells auto glass parts; and (2) the rates it charges for labor involved in performing auto glass replacement. Each of the defendants is further ordered and directed, not later than ninety (90) days following the date of entry of this Final Judgment, to file with plaintiff a statement of the manner in which such review and redetermination was conducted and the factors considered.

VI

[*Reports*]

For a period of 10 years from the date of entry of this Final Judgment each defendant is ordered to file with the plaintiff, on each anniversary date of this Final Judgment, a report setting forth the steps it has taken during the prior year to advise the defendants' appropriate officers, directors, and employees of its and their obligations under this Final Judgment.

VII

[*Inspection; Compliance*]

For the purpose of determining or securing compliance with this Final Judgment, duly authorized representatives 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 defendant made to its principal office, be permitted, subject to any legally recognized privilege:

(A) Access, during office hours of defendant, to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of the defendant relating to any matters contained in this Final Judgment;

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

Upon such written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, defendant shall submit such reports in writing with respect to the matters contained in this Final Judgment as may from time to time be requested.

No information obtained by the means permitted in this Paragraph VII 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 is a party for the purpose of securing compliance with this Final Judgment or as otherwise required by law.

VIII

[*Retention of Jurisdiction*]

Jurisdiction is retained 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 or for the modification of any of the provisions herein and for the enforcement of compliance therewith and for the punishment of any violation thereof.