

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	CIVIL ACTION
v.)	NO. 2626
)	
GASOLINE RETAILERS ASSOCIATION,)	
INC. ET AL.,)	[Entered May 17, 1961]
)	
Defendants.)	

FINAL JUDGMENT

Plaintiff, United States of America, having filed its complaint herein on June 30, 1959; the defendants (except James G. Terry, now deceased) having appeared herein and filed their motions to dismiss the complaint; the plaintiff having filed its motion to dismiss as to defendants James G. Terry (now deceased), Harry Gold, and Russell Bassett; the plaintiff having filed its motion for summary judgment and for settlement of relief requested; and the Court having considered the matter and being duly advised;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

I

This Court has jurisdiction of the subject matter of this action and of the parties hereto. The defendants have combined and conspired among themselves and with certain co-conspirators to restrain trade and commerce in the sale of gasoline in violation of Section 1 of the Act of Congress of July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," commonly known as the Sherman Act, as amended.

II

As used in this Final Judgment:

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

(B) "Association" shall mean the defendant Gasoline Retailers Association, Inc.;

(C) "Local 142" shall mean the defendant General Drivers, Warehousemen and Helpers Union No. 142, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America;

(D) "Defendants" shall mean the defendants Local 142, the Association and Michael Sawochka and each of them;

(E) "Labor dispute" shall mean any controversy concerning terms, tenure, or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms or conditions of employment, regardless of whether the disputants stand in the proximate relation of employer and employee. The term "labor dispute" shall not include any controversy concerning price, premiums, or other terms or conditions of sale of gasoline;

(F) "Calumet Region" shall mean Lake County, Porter County, Indiana, and Calumet City, Illinois.

III

The material issues in this case are res judicata with respect to the period from 1954 to and including June 22, 1959 and in so far as they relate to defendant Michael Sawochka, the defendant Association, and the defendant Local 142. They are made so by the findings of this Court in United States v. Gasoline Retailers Association, Inc. et al., Criminal Action No. 3010, on January 5, 1960, affirmed (C.A. 7, 1961), 285 F. 2d _____, rehearing denied, which criminal action was

based upon the identical */ facts, allegations and conclusions of law as are at issue in this civil suit.

IV

The provisions of this Final Judgment applicable to any defendant shall apply to such defendant, its directors, officers, agents, employees, successors, and assigns, and to all persons in active concert or participation with such defendant who receive actual notice of this Final Judgment by personal service or otherwise -- providing however that if and when any such person owns or operates a retail gasoline station, then and to the extent of the operation of such station the provisions of Paragraph VI(1), (2), and (3) are not applicable as to him.

V

The defendants are ordered and directed to terminate and cancel forthwith paragraphs numbered 19 and 20 of all "1957-1960 Articles of Agreement" between Local 142 and "the Gasoline Retailers Association, Incorporated of the Calumet Region and/or . . . Employer(s) and/or Operator(s) of Automotive Service Stations, Parking Lots or Garages" and paragraphs numbered 19 and 20 of all "1957-1960 Articles of Agreement" between Local 142 and "Employer(s) and/or Operator(s) of Gasoline Service Stations" and the defendants are enjoined and restrained from entering into, maintaining, enforcing, or claiming any rights under any contract, agreement, understanding, plan or program having a similar purpose or effect.

VI

The defendants are enjoined and restrained from entering into, enforcing, maintaining, adhering to or claiming any rights under any combination, conspiracy, contract, agreement, understanding, plan or

*/ Except that the indictment in the criminal case charges that the conspiracy therein alleged continued from about 1954 up to and including the June 22, 1959 return date of the indictment, whereas the complaint in this civil action charges that the conspiracy therein alleged continued from about 1954 up to and including the June 30, 1959 filing date of the complaint.

program among themselves or with any other person to

- (1) Fix, establish, suggest, stabilize or tamper with the price or other terms or conditions for the sale of gasoline;
- (2) Coerce, urge, or require any person to refrain from advertising or displaying the price or other terms or conditions for the sale of gasoline;
- (3) Prohibit, restrict, or interfere with the granting of premiums by any person in connection with the sale of gasoline;
- (4) Boycott or otherwise refuse to do business with or threaten to boycott or otherwise refuse to do business with any person;
- (5) Terminate or threaten to terminate delivery of gasoline to any person;
- (6) Picket or damage or threaten to picket or damage the property of any person.

The provisions of subsections (4), (5), and (6) above shall not prohibit the defendants from engaging in activities related solely to a bona fide labor dispute or collective bargaining, otherwise legal under labor laws applicable to such defendants.

VII

Defendant Local 142 is ordered and directed to, within thirty (30) days after the entry of this Final Judgment, serve by mail upon each of its members who is shown on Local 142's records as of the date of the entry of this Final Judgment to be an operator of or an employee of a retail gasoline station in the Calumet Region, a conformed copy of this Final Judgment. And said defendant is further ordered and directed to thereupon file an affidavit with the Clerk of this Court that it has done so.

VIII

For the purpose of securing compliance with this Final Judgment, and for no other purpose, 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 any defendant mailed to its principal office, be permitted:

- (a) Access during regular office hours to those parts of the books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of such defendant which relate to any matters contained in this Final Judgment; and
- (b) Subject to the reasonable convenience of such defendant, and without restraint or interference from it, to interview its officers or employees, who may have counsel present, regarding any such matters.

Upon such written request, said defendant shall submit such reports in writing with respect to the matters contained in this Final Judgment as may from time to time be necessary to the enforcement of this Final Judgment.

No information obtained by the means permitted in this section VIII 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 in which the United States is a party for the purpose of securing compliance with this Final Judgment or as otherwise required by law.

IX

Defendant James G. Terry, now deceased, is hereby dismissed. Defendants Harry Gold and Russell Bassett are hereby dismissed with prejudice to further suit on the subject matter here involved.

X

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 amendment or modification of any of the provisions thereof, for the enforcement of compliance therewith, and for the punishment of violations thereof.

s/ Luther M. Swygert
United States District Judge

ENTER:
Hammond, Indiana
May 17, 1961