

# Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. The American Oil Co., Atlantic Richfield Co., Cities Service Oil Co., Cities Service Co., Gulf Oil Corp., Humble Oil & Refining Co., Sinclair Refining Co., and Mobil Oil Corp., U.S. District Court, D. New Jersey, 1971 Trade Cases ¶73,616, (Aug. 12, 1971)

[Click to open document in a browser](#)

United States v. The American Oil Co., Atlantic Richfield Co., Cities Service Oil Co., Cities Service Co., Gulf Oil Corp., Humble Oil & Refining Co., Sinclair Refining Co., and Mobil Oil Corp.

1971 Trade Cases ¶73,616. U.S. District Court, D. New Jersey. Civil No. 370-65. Entered August 12, 1971. Case No. 1850, Antitrust Division, Department of Justice.

## Sherman Act

**Resale Price Fixing—Gasoline—Consent Decree.**—Each of eight oil companies was prohibited by a consent decree from entering into or adhering to any agreement with any other refiner to: (A) fix, maintain, or stabilize prices at which gasoline shall be sold to any third person; (B) suggest to any refiner or distributor or dealer the selling price of gasoline or policies under which gasoline prices should be set; (C) furnish to any competitor information concerning the prices at which it intends to sell gasoline; (D) refuse to sell or limit the sale of, or make any conditions for the sale of gasoline to third persons. In addition, each of the companies was prohibited from entering into or adhering to any agreement with any distributor or dealer to fix, maintain, or stabilize prices at which any distributor or dealer shall sell gasoline. Nothing in the decree, however, prevented any of the companies from exercising any legal rights they might have under the fair trade laws of any state under the Miller-Tydings Act, except in the states of New Jersey, Pennsylvania and Delaware for a period of five years from the date of entry of the final judgment.

**For plaintiff:** Richard W. McLaren, Asst. Atty. Gen., Baddia J. Rashid, Bernard M. Hollander, Harry N. Burgess, Robert J. Ludwig, and William F. Costigan, Attys., Dept. of Justice.

**For defendants:** M. J. Keating, Chicago, Ill., for American Oil Co.; Hughes, Hubbard & Reed, by Robert J. Sisk, New York, N. Y., for Atlantic Richfield Co. and Sinclair Refining Co.; Paul, Weiss, Goldberg, Rifkind, Wharton & Garrison, by Jay Greenfield, New York, N. Y., for Cities Service Oil Co. and Cities Service Co.; Charles F. Rice, New York, N. Y., for Mobil Oil Co.; Kissam & Halpin, by Leo T. Kissam, New York, N. Y., for Gulf Oil Corp.; and William Simon, for Humble Oil & Refining Co.

## Final Judgment

AUGELLI, D. J.: Plaintiff, United States of America, having filed its Complaint herein on the 8th day of April, 1965, and the parties hereto, by their respective attorneys, having consented to the making and entry of this Final Judgment, without trial or adjudication of any issue of fact or law herein, and without this Final Judgment constituting evidence or an admission by any party in respect to any such issue:

Now, Therefore, before the taking of any testimony and upon consent of the parties hereto, it is hereby

Ordered, Adjudged and Decreed as follows:

I

[ *Jurisdiction* ]

This Court has jurisdiction of the subject matter of this action and of the parties hereto. The Complaint states claims upon which relief may be granted against the defendants under Section 1, and against defendants Atlantic Richfield Company Service Oil Company, Cities Service Company and Gulf Oil Corporation under

Section 2, of the Act of Congress of July 2, 1890, as amended, entitled “An Act to protect trade and commerce against unlawful restraints and monopolies,” commonly known as the Sherman Act.

## II

### [ *Definitions*]

For the purpose of this Final Judgment:

- (A) Person shall mean any individual, partnership, firm, corporation, association, or other business or legal entity;
- (B) “Gasoline” shall mean a product refined from crude offered for sale as gasoline, and suitable for use as a fuel in propelling automobiles;
- (C) “Refiner” shall mean any person, other than a refiner, who purchases gasoline for resale to dealers;
- (D) “Distributor” shall mean any person other than a refiner, who purchases gasoline and resells such gasoline to the public at retail service stations.

## III

### [ *Applicability*]

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

- (B) This Final Judgment shall not apply to communications or the conduct of business between or among a defendant, its parent, corporations controlled by defendant, its subsidiaries or its parent by reason of ownership of stock, and officers, directors and employees of any of them, or to transactions which occur outside the United States and which do not affect the commerce of the United States.

## IV

### [ *Agreements with Refiners*]

Each of the defendants is enjoined and restrained from entering into or adhering to any agreement, arrangement or understanding with any other refiner, to:

- (A) fix, maintain or stabilize prices at which gasoline shall be sold to any third person;
- (B) suggest to any refiner or any distributor or dealer the prices at or pricing policies under which any of them shall sell gasoline to any third person;
- (C) furnish to any competitor information concerning the prices at which it intends to sell gasoline to any third person;
- (D) refuse to sell, or limit the sale of, or make any conditions for the sale of gasoline to any third person.

## V

### [ *Agreement with Dealers*]

Each of the defendants is enjoined and restrained from entering into or adhering to any agreement, arrangement or understanding with any distributor or dealer to fix, maintain, or stabilize prices at which any distributor or dealer shall sell gasoline; provided, however, that nothing in this Decree shall prevent any defendant from exercising any legal rights which it may have under the fair trade laws of any state or under the Miller-Tydings Act, 50 Stat. 693 or under the McGuire Act, 66 Stat. 632; except that no defendant shall exercise such rights, if any, in the States of New Jersey, Pennsylvania and Delaware for a period of five (5) years from, the date of entry of this Final Judgment.

## VI

### [ *Suggesting Prices*]

Each of the defendants is enjoined and restrained from:

- (A) suggesting to any refiner the prices, at or pricing policies under which such refiner or any distributor or dealer of such refiner shall sell gasoline to any third person;
- (B) coercing any of its distributors or dealers to adhere to such defendant's suggested retail price for gasoline provided, however, that subject to this Section VI (B), such defendant may suggest a price to its distributors or dealers for the sale of gasoline to third persons;
- (C) requesting or urging any refiner to refuse to sell, or limit the sale, or make any conditions for the sale of, gasoline to any third person;

## VII

### [ *Informing Dealers*]

Each of the defendants is ordered to:

- (A) Within thirty (30) days from the date of entry of this Final Judgment, furnish a copy of said Final Judgment to each of its distributors and dealers located in the States of New Jersey, Pennsylvania and Delaware;
- (B) Within fifty (50) days from the date of entry of this Final Judgment, file with the plaintiff and this Court an affidavit setting forth the fact and manner of its compliance with this Section.

## VIII

### [ *Informing Officers*]

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

## IX

### [ *Inspection & Compliance*]

For the purpose of securing or determining 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, custody, or under the control of defendant relating to any matters contained in this Final Judgment;
- (B) Subject to the reasonable convenience of defendant, and without restraint or interference from it, to interview officers, directors, agents or employees of defendant, who may have counsel present, regarding any such matters.

Upon written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, made to such principal office 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 Section IX shall be divulged by any representative of the Department of Justice to any person other than 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.

**X**

*[ Jurisdiction Retained]*

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, for the enforcement of compliance therewith, and the punishment of any violation thereof.