

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA, :
 :
 Plaintiff, :
 :
 v. : CIVIL ACTION
 :
 THE STANDARD OIL COMPANY : NO. C 70-895
 (an Ohio corporation), :
 : Entered: Sept. 10, 1973
 Defendant. :

FINAL JUDGMENT

Plaintiff, United States of America, having filed its complaint herein on September 18, 1970, the defendant, The Standard Oil Company, an Ohio corporation, having filed its answer on November 23, 1970, and plaintiff and defendant, by their respective attorneys having each consented to the 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 either of the parties with respect to any such issue:

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

ORDERED, ADJUDGED AND DECREED as follows:

I

This Court has jurisdiction of the subject matter herein and of the parties hereto. The complaint states claims upon which relief may be granted against the defendant under Section I 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 Antitrust Act, as amended.

II

As used in this Final Judgment:

(A) "Defendant" shall mean The Standard Oil Company, a corporation organized and existing under the laws of the State of Ohio with its principal place of business in Cleveland, Ohio.

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

(C) "Service station" shall mean a business establishment that sells motor fuels, motor oils, lubricants, tires, batteries and automotive accessories to consumers, and usually performs maintenance and minor repair services on motor vehicles for consumers.

(D) "Company station" shall mean a service station for which defendant bears substantially all the financial risk of operation of the service station business. Defendant shall be deemed to bear such financial risk (1) if the service station, including its equipment and inventories, is either owned, leased, possessed or otherwise controlled by defendant, (2) if the service station is managed and staffed by employees of the defendant, and (3) if the manager of the service station is compensated by defendant for the performance of all of his duties in a total amount each calendar year which on an annual rate basis is not less than the minimum amount hereinafter defined. The term "minimum amount" as used herein shall mean \$5000 per year,

escalated upwards or downwards, as the case may be, each calendar year beginning with 1974 in direct proportion to any percentage of change in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the U. S. Department of Labor between January of such calendar year and January of the preceding calendar year. The defendant may compensate such manager by salary, commission, bonus, or otherwise, or any combination thereof.

(E) "Products" shall mean motor oil, tires, batteries and automotive accessories and each of them.

III

The provisions of this Final Judgment shall be binding upon defendant and upon each of its officers, directors, personnel, agents, subsidiaries, successors and assigns, and to all those persons in active concert or participation with any of the above who shall have received actual notice of this Final Judgment by personal service or otherwise. None of the provisions of this Final Judgment shall apply outside of the United States of America, its territories and possessions, to activities which do not affect the foreign or domestic commerce of the United States.

IV

(A) Defendant is ordered to terminate and cancel within ten (10) months from the date of entry of this Final Judgment all of its Commission Manager Agreements under its present standard form, whether now existing or entered into prior to the expiration of such ten (10) months, with persons engaged in managing service stations.

(B) Defendant is enjoined from entering into any agreement, combination or understanding with any person to fix or stabilize the prices of motor fuels, motor oils, lubricants,

tires, batteries, automotive accessories or maintenance or repair services offered at service stations other than company stations.

(C) Defendant is enjoined from entering into any contract, agreement or understanding with any person operating a service station other than a company station that such person shall not deal in the products of a competitor or competitors of defendant.

V

(A) For a period of five (5) years, defendant shall file with the Department of Justice copies of all forms of agreement used by defendant with employees at company stations.

(B) For a period of five (5) years, defendant shall file with the Department of Justice on each anniversary date of the entry of this Final Judgment a report setting forth the steps which it has taken during the prior year to advise defendant's appropriate officers, directors and management personnel of its and their obligations under this Final Judgment.

VI

For the purpose of determining or securing compliance with this Final Judgment, and for no other purpose:

(A) Any duly authorized representative or representatives of the Department of Justice shall, upon written request by 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:

(1) access during the 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; and

- (2) subject to the reasonable convenience of defendant and without restraint or interference from it, to interview officers or personnel of defendant who may have counsel present, regarding any such matters.

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

No information obtained by the means provided for in this Section VI 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 plaintiff is a party for the purpose of securing compliance with this Final Judgment or as otherwise required by law.

VII

Jurisdiction is retained for the purpose of enabling either 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 contained herein, for the enforcement of compliance therewith, and the punishment of the violation of any of the provisions contained herein.

September 10, 1973

Dated

/s/ THOMAS D. LAMBROS
UNITED STATES DISTRICT JUDGE