

**EXHIBIT A:**

**FINAL JUDGMENTS**

**(Ordered by Year Judgment Entered)**

UNITED STATES v. NATIONAL STEEL CORPORATION, ET AL.

Civil Action No. 13032

Year Judgment Entered: 1967

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
(HOUSTON DIVISION)

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CIVIL ACTION NO. 13032
	)	
NATIONAL STEEL CORPORATION;	)	
STRAN-STEEL CORPORATION;	)	Entered: <u>April 10, 1967</u>
METALLIC BUILDING COMPANY;	)	
BRINKLEY B. BROWN;	)	
CHARLES R. McDANIEL; and	)	
GILBERT LEACH,	)	
	)	
Defendants.	)	

FINAL JUDGMENT

Plaintiff, the United States of America, filed its complaint herein on February 15, 1960; the action was tried by this Court and on February 5, 1965 Final Judgment was entered dismissing the case; the plaintiff appealed to the Supreme Court of the United States; thereafter the parties announced to the Supreme Court that a settlement of the case had been agreed upon and, on the joint motion of the parties, the case was returned to this Court; and the parties by their respective attorneys have consented to the entry of this Final Judgment without this Final Judgment constituting any evidence or any admission by any party with respect to any issue in this case;

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED that the Final Judgment of February 5, 1965 is hereby vacated and that the following Final Judgment is substituted in lieu thereof:

I

This Court has jurisdiction of the subject matter herein and of the parties hereto. The complaint states a claim for relief against the defendants under Section 7 of the Act of Congress of October 15, 1914,

as amended, entitled "An Act to Supplement Existing Laws Against Unlawful Restraints and Monopolies and for Other Purposes," commonly known as the Clayton Act.

## II

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

## III

(A) Within one year National and Stran-Steel shall divest all of their right, title and interest in Metallic;

(B) Metallic shall be maintained, operated and divested as a viable entity engaged in the manufacture and sale of prefabricated metal buildings, and there shall be included in the assets of Metallic all designs and know-how required to produce all prefabricated metal buildings being offered for sale by Stran and Metallic at the time of divestiture, with Metallic to have the perpetual right to use such designs and know-how;

(C) For a period of fifteen months following the divestiture of Metallic, National and Stran shall not accept any purchase order for delivery of any prefabricated metal buildings into the States of Texas, Louisiana, Oklahoma, Arkansas, New Mexico and Mississippi, without first receiving from the dealer or purchaser a signed statement that Metallic refused to accept the purchase order;

(D) Upon divestiture, Stran shall at the same time notify all of its dealers in the area described above that it is prohibited by Court Order from accepting any purchase order from such dealers except on the condition outlined in Paragraph (C) above. Stran shall accompany this notice to the dealers with copies of a suggested form of notice to

Stran to be used by dealers under those conditions and at the same time expressly advise the dealers that any dealership contract with Stran does not limit or restrict the right of the dealer to enter into a franchise agreement with Metallic;

(E) Divestiture shall be to a person or persons first approved by the plaintiff;

(F) For a period of fifteen months from the date Metallic is divested, National and Stran shall not produce or sell any prefabricated metal buildings from any production facilities located in the above-listed States except, subject to Paragraph (C) above, National or Stran may, if Metallic is willing, enter into an agreement for Metallic to manufacture for them prefabricated metal buildings, which they may sell in the area, where the dollar volume of such sales do not exceed 15% of Metallic's sales in the six-State area for the calendar year 1965;

(G) For eighteen (18) months after the divestiture of Metallic, National and Stran shall not employ any employee of Metallic unless such employee has been laid off or fired by Metallic;

(H) For a period of ten (10) years, National and Stran shall not acquire any of the assets of or share capital or beneficial interest in any person engaged in the manufacture or sale of prefabricated metal buildings except for materials purchased in the normal course of business.

#### IV

Nothing herein contained shall be deemed to prohibit National and Stran from retaining, accepting and enforcing a bona fide lien, pledge or other form of security for the purpose of securing to Stran repayment of loans, guaranties of loans, or letters or lines of credit, made to or on behalf of the purchaser, or for the purpose of securing to Stran full payment of the price at which said business is disposed of or sold; and provided further that if, after divestiture or sale pursuant to Section III, by enforcement or settlement of a bona fide lien, pledge, or other form of security, National or Stran regains ownership or control of any of the business disposed of such company shall, subject to the

provisions of this Final Judgment, dispose of any such business thus regained within eighteen (18) months from the time of reacquisition.

V

For the purpose of determining and securing compliance with this Final Judgment, and for no other purposes, duly authorized representatives of the Department of Justice shall, on written request of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to the defendants made to their principal offices, be permitted, subject to any legally recognized privilege:

(A) Access, during the office hours of said defendants, who may have counsel present, to those books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of said defendants regarding the subject matters contained in this Final Judgment; and

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

Upon such written request, the defendant shall submit reports in writing in respect to any such matters as may from time to time be requested.

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

VI

Jurisdiction of this cause is retained by the Court for the purpose of enabling any of the parties to this Final Judgment to apply

to the Court at any time for such further orders or 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 the punishment of violations thereof.

Dated: April 10, 1967, 1967

/s/ Joe M. Ingraham  
United States District Judge

UNITED STATES v. GOODPASTURE, INC.

Civil Action No. 73-H-1765

Year Judgment Entered: 1977



**Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Goodpasture, Inc., U.S. District Court, S.D. Texas, 1977-1 Trade Cases ¶61,390, (Apr. 13, 1977)**

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

United States v. Goodpasture, Inc.

1977-1 Trade Cases ¶61,390. U.S. District Court, S.D. Texas, Houston Division, Civil Action No. 73-H-1765, Entered April 13, 1977, (Competitive impact statement and other matters filed with settlement: 41. *Federal Register* 52552).

Case No. 2360, Antitrust Division, Department of Justice.

**Sherman Act**

**Trade Restraints: Terminal Facilities: Grain Elevators: Designation of Stevedoring Services: Consent Decree.**— A grain exporting company was barred by a consent decree from illegally providing exclusive stevedoring services at its grain elevators. The practice of requiring all tramp vessel owners to agree to hire the stevedoring firm designated by the exporting company as a condition for using the elevators was prohibited.

**For plaintiff:** Donald I. Baker, Asst. Atty. Gen., William E. Swope, Charles F. B. McAleer, Joseph J. Saunders, Robert J. Rose, Donald L. Flexner, and David W. Brown, Attys., Dept. of Justice. **For defendant:** Charles Newton, of Vinson, Elkins, Searls, Connally & Smith, and I. J. Saccomanno, of Saccomanno, Clegg, Martin & Kipple.

**Final Judgment**

Hannay, D. J.: The complaint having been filed herein on December 28, 1973, the Plaintiff and the Defendant, 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 this Final Judgment constituting evidence or admission by any party with respect to any issue of fact or law herein

Now, Therefore, upon a determination by this Court that entry of this Judgment is in the public interest, and before the taking of any testimony and without trial or 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 of the subject matter of this action and of the parties consenting hereto. The complaint states a claim upon which relief may be granted against the Defendant under Section 1 of the Act of Congress of July 2, 1890, as amended, 15 U. S. C. §1, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," commonly known as the Sherman Act.

**II.**

**[ Definitions]**

As used in this Final Judgment:

(A) "Elevator" shall mean any grain elevator owned or operated by the Defendant in the United States, including the one located in Galena Park, Texas;

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

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III.

**[ Applicability]**

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

IV.

**[ Exclusive Stevedoring Services]**

After the date of entry of this Final Judgment, the Defendant is enjoined and restrained from:

(A) Conditioning, directly or indirectly (except where the Defendant is the charterer or subcharterer or where the Defendant is bearing the cost of stevedoring services), the loading of grain by any person at any elevator upon any requirement, understanding or agreement that the stevedoring services of any particular person be utilized;

(B) Entering into any contract, agreement or understanding (except where the Defendant is the charterer or subcharterer or where the Defendant is bearing the the cost of stevedoring services) with the owner or charterer of any vessel that the Defendant may or will select the person which will provide stevedoring services for the loading of grain on any vessel at any elevator; or

(C) Denying or otherwise restricting any person access to and the use of the facilities at the terminal or dock of an elevator in order to provide stevedoring services for loading grain at the elevator;

Provided, however, that the provisions of this Section IV are not intended to cover the situation where the Defendant selects the stevedoring services at competitive rates because the buyer of the grain requires a condition in the grain sales contract that Defendant shall bear the financial detriment in the event of loading delays or suffer other economic penalties because of loading delays. Provided further that the provisions of this Section IV shall not prohibit the Defendant from establishing and enforcing regulations and charges for access to and use of the facilities at an elevator, and the conduct of the stevedoring operations thereat, provided that such regulations and charges are reasonable and are applied without discrimination to all persons seeking such access and use. In this connection the Defendant may require and enforce written agreements as a condition to such access so long as such agreements are consistent with the provisions of this Section IV.

V.

**[ Notice]**

The Defendant is ordered and directed, within thirty (30) days after the effective date of this Final Judgment, to mail a copy of this Final Judgment to each of the stevedoring companies which Defendant knows or has reason to know is or might be interested in offering stevedoring services at any elevator, to each of the stevedoring companies operating in the vicinity of each elevator, and to each of the stevedoring companies maintaining an office in Houston, Texas, and, within the same period, to mail to the Department of Justice a list of the stevedoring companies to which a copy of the Final Judgment is sent.

VI.

**[ Inspection]**

(A) For the purpose of determining or securing compliance with this Final Judgment, and for no other purpose, any duly authorized representative of the Department of Justice shall, upon written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to any defendant made to its principal office, be permitted, subject to any legally recognized privilege:

(1) Access during the office hours of such defendant to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of such defendant 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 officers, directors, agents, partners or employees of such defendant, who may have counsel present, regarding any such matters.

(B) A 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.

No information obtained by the means provided 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 the United States is a party, or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

**VII.**

**[ Retention of Jurisdiction]**

Jurisdiction is retained for the purpose of enabling any party consenting 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 herein, for the enforcement of compliance herewith and the punishment of the violation hereof

**VIII.**

**[ Public Interest]**

Entry of this Final Judgment is in the public interest.

UNITED STATES v. ARMCO STEEL CORP., ET AL.

Civil Action No. 73-H-1427

Year Judgment Entered: 1979

**Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Armco Steel Corp., Bethlehem Steel Corp., Border Steel Rolling Mills, Inc., The Ceco Laclede Steel Co., Schindler Brothers Steel, Structural Metals, Inc., Texas Steel Co., and United States Steel Corp., U.S. District Court, S.D. Texas, 1979-1 Trade Cases ¶62,702, (Jun. 4, 1979)**

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United States v. Armco Steel Corp., Bethlehem Steel Corp., Border Steel Rolling Mills, Inc., The Ceco Laclede Steel Co., Schindler Brothers Steel, Structural Metals, Inc., Texas Steel Co., and United States Steel Corp.

1979-1 Trade Cases ¶62,702. U.S. District Court, S.D. Texas, Houston Division, Civil Action No. 73-H-1427, Entered June 4, 1979, (Competitive impact statement and other matters filed with settlement: 44 *Federal Register* 15793).

Case No. 2347, Antitrust Division, Department of Justice.

**Sherman Act**

**Price Fixing: Collusive Bidding: Territorial Restrictions: Good Faith Arms-Length Agreements: Consent Decree.**— Nine manufacturers of reinforcing steel bars were prohibited under the terms of a consent decree from engaging in any conspiracy or coercive conduct with regard to prices, bidding, or customer or territorial restrictions in connection with the sale of re-bar materials for construction projects in Texas. Good faith arms-length negotiations were not permitted under the decree.

**For plaintiff:** John H. Shenefield, Asst. Atty. Gen., William E. Swope, Charles F. B. McAleer, Joseph H. Widmar, Wilford L. Whitley, Jr., and Robert E. Bloch, Attys., Dept. of Justice. **For defendants:** David S. Patterson, of Breed, Abbott & Morgan, New York, N. Y., for Armco Steel Corp.; E. W. Barnett, of Baker & Botts, Houston, Tex., C. H. Barnette, Bethlehem, Pa., for Bethlehem Steel Corp.; Thomas R. Phillips, of Baker & Botts, Houston, Tex., for The Ceco Corp.; Thad T. Hutcheson, of Hutcheson & Grundy, Houston, Tex., for Laclede Steel Co.; Stanley B. Binion, of Reynolds, Allen & Cook, Houston, Tex., for Schindler Brothers Steel; F. B. Davis, of Andrews, Kurth, Campbell & Jones, Houston, Tex., for Structural Metals, Inc.; J. Clifford Gunter, III, of Bracewell & Patterson, Houston, Tex., for Border Steel Rolling Mills, Inc.; David T. Hedges, Jr., of Vinson & Elkins, Houston, Tex., for U. S. Steel Corp.; Kleber C. Miller, of Shannon, Gracey, Ratliff & Miller, Fort Worth, Tex., for Texas Steel Co.

**Final Judgment**

BILL, D. J.: Plaintiff, United States of America, having filed its Complaint herein on October 15, 1973, and its Amended Complaint herein on April 30, 1974, and plaintiff and the defendants, by their attorneys, having 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 any party consenting hereto with respect to any such issue:

Now, Therefore, before the taking of any testimony and without trial or 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 of the subject matter of this action and of the parties hereto. The complaint states a claim upon which relief may be granted against the defendants under Sections 1 and 2 of the Sherman Act (15 U. S. C. §§1 and 2).

**II.**

**[ Definitions ]**

As used in this Final Judgment:

A. "Re-bar Materials" means fabricated reinforcing steel bar materials, including but not limited to 1/4-inch to 1 1/2-inch round and deformed reinforcing steel bars, steel wire mesh in varying gauges, and steel bar supports and accessories, used in reinforced concrete construction projects.

B. "Mill(s)" means a person engaged in the production and sale of mill length reinforcing steel bars and in the fabrication and sale of re-bar materials.

C. "Independent Fabricator(s)" means a person not affiliated with a mill who is engaged in the purchase of mill length reinforcing steel bars and in the fabrication and sale of re-bar materials.

D. "Construction projects" means any proposed public or private building, facility or installation and any proposed addition thereto which incorporates re-bar materials.

**III.**

**[ Applicability ]**

The provisions of this Final Judgment shall apply to each of the defendants and shall also apply to each of their domestic subsidiaries, successors and assigns and their officers, directors, agents and employees, 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; provided, however, that this Final Judgment shall not apply to transactions or activities solely between a defendant and its directors, officers, employees, parent companies, subsidiaries or any of them when acting in such capacity.

**IV.**

**[ Prices; Customers; Territories ]**

Each defendant is enjoined and restrained from directly or indirectly entering into, adhering to, maintaining, enforcing or claiming any rights under any contract, agreement, understanding, combination or conspiracy with any other mill, independent fabricator or other person to:

A. fix, maintain or stabilize prices, or any other term or condition for the sale of re-bar materials in the State of Texas to any third person;

B. allocate, limit or divide customers, construction projects, territories or markets in the sale of re-bar materials in the State of Texas; or

C. limit mills, independent fabricators, or other competitors, in their price quotations and bid submissions to supply re-bar materials for construction projects in the State of Texas, to any particular type, size, tonnage or dollar value.

**V.**

**[ Coercive Conduct ]**

Each defendant is enjoined and restrained from requiring, proposing, coercing, compelling or attempting to require, coerce or compel any other mill, independent fabricator or other person to:

- A. adopt, establish or adhere to any price, schedule or list of prices, or level of prices in formulating price quotations or bid submissions to any third party to supply re-bar materials for construction projects in the State of Texas;
- B. limit price quotations or bid submissions for re-bar materials to construction projects of any particular size, type, tonnage or dollar value in the State of Texas;
- C. submit knowingly any fraudulent or collusive bid to supply re-bar materials to any governmental entity or person in the State of Texas; or
- D. limit, prevent or refuse to sell re-bar materials to any mill, independent fabricator or any other person for construction projects in the State of Texas to achieve any of the practices prohibited in Section IV or Subsections V A. and B.

**VI.**

**[ Arms-Length Agreements ]**

Nothing in this Final Judgment shall prohibit defendants from negotiating or entering into any bona fide and arms-length contract, agreement or understanding to sell or furnish re-bar materials to any mill, independent fabricator or competitor, or joint venture, subcontract or similar contract or agreement, to sell or furnish re-bar materials for any specific construction project, or from preparing or presenting, with any mill, independent fabricator or competitor, a joint bid or offer to sell re-bar materials for any specific construction project in the State of Texas, provided, however, that the intention or fact that a defendant plans to submit or enter into a joint venture, subcontract or similar agreement, or negotiate, prepare or present a joint bid or offer to sell re-bar materials for any construction project in the State of Texas with any other defendant, mill, independent fabricator or competitor is made known to the purchaser of said materials, in writing, prior to or at the time of submission of any joint bid or offer to sell re-bar materials for any specific construction project in the State of Texas.

**VII.**

**[ Compliance ]**

Each defendant is ordered and directed to take the affirmative steps enumerated below to ensure compliance with each provision of this Final Judgment:

- A. Each defendant shall advise each of its officers and employees, who sell re-bar materials, have responsibility for or authority over the sale of re-bar materials, or the establishment of prices therefor in the State of Texas, of their obligations under this Final Judgment and of the criminal penalties for violation of this Final Judgment;
- B. Each defendant shall conduct, at least once each year for five (5) years after the entry of this Final Judgment, meetings of its officers and employees described above to review the terms of this Final Judgment and the requirement to comply therewith.

**VIII.**

**[ Compliance Affidavit ]**

For a period of five (5) years from the date of entry of this Final Judgment, each defendant is ordered to file with this Court and the plaintiff on each anniversary date of this Final Judgment, a written statement signed by an officer, setting forth the steps it has taken during the prior year to comply with Paragraph VII of this Final Judgment.

**IX.**

**[ Inspections ]**



A. For the purpose of determining or securing compliance with this Final Judgment, any duly authorized representative of the Department of Justice shall, upon written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to any defendant made to 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 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 officers, directors, agents, partners, or employees of such defendant, who may have counsel present, regarding any such matters.

B. A 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, under oath if requested, with respect to any of the matters contained in this Final Judgment as may from time to time be requested.

No information or documents 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 a defendant to plaintiff pursuant to this Section, such defendant represents and identifies in writing the material in any such information or documents of a type described in Rule 26(c)(7) of the Federal Rules of Civil Procedure, and said defendant marks each pertinent page of such material, "Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then ten (10) days notice shall be given by plaintiff to such defendant prior to divulging such material in any legal proceeding (other than a Grand Jury proceeding) to which the defendant is not a party.

**X.**

**[ Retention of Jurisdiction]**

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 any of the provisions herein, for the modification of any of the provisions contained herein, for the enforcement of compliance therewith and for the punishment of violations thereof.

**XI.**

**[ Public Interest]**

Entry of this Final Judgment is in the public interest.



UNITED STATES v. CHILDERS PRODUCTS COMPANY, INC., ET AL.

Civil Action No. 76-H-1858

Year Judgment Entered: 1979

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
CHILDERS PRODUCTS COMPANY,	)	Civil Action No. 76-H-1858
INC.;	)	Filed: April 2, 1979
PREFORMED METAL PRODUCTS	)	
COMPANY, INC.;	)	Entered: June 20, 1979
QUALITY SERVICE METALS	)	
COMPANY; and	)	
INSUL-FOUSTIC/BIRMA CORP.,	)	
	)	
Defendants.	)	

FINAL JUDGMENT

Plaintiff, United States of America, having filed its Complaint herein on November 10, 1976, and plaintiff and defendants, 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 admission by plaintiff or defendants, or any of them, in respect to any such issue;

NOW, THEREFORE, before any testimony has been taken and without trial or adjudication 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 defendants under Section 1 of the Sherman Act, 15 U.S.C. § 1.

## II

As used in this Final Judgment:

- (A) "Person" shall mean any individual, corporation, partnership, firm, association or other business or legal entity.
- (B) "Aluminum roll jacketing" is a sheet of aluminum to which a moisture barrier has been applied. Aluminum roll jacketing is commonly wrapped around the piping in petrochemical and power generating facilities to protect the pipes, or insulation around the pipes, from the weather and other external forces.
- (C) "Defendant corporation" shall refer to defendants Childers Products Company, Inc.; Preformed Metal Products Company, Inc.; Quality Service Metals Company; and Insul-Coustic/Birma Corp.

## III

The provisions of this Final Judgment are applicable to each defendant herein and shall apply also to each of such defendant's subsidiaries, successors, assigns, directors, officers, agents, servants and employees, 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

(A) Defendant corporations are enjoined and restrained, individually and collectively, from entering into, adhering to, maintaining, furthering, enforcing or claiming any rights under any contract, agreement, understanding, plan, program, combination or conspiracy with any other person, directly or indirectly, to:

(1) fix, determine, maintain, or stabilize prices or other terms or conditions for the sale of aluminum roll jacketing to any third person; or

(2) fix, determine, maintain, stabilize or adhere to discounts for the sale of aluminum roll jacketing to any third person or to limit, reduce, remove or eliminate such discounts.

(B) For a period of ten (10) years from the date of entry of this Final Judgment, each defendant corporation is enjoined and restrained from communicating to any other person engaged in the sale of aluminum roll jacketing prices at which, or terms or conditions upon which, aluminum roll jacketing is then being sold or offered for sale by said defendant to any third person.

(C) Each defendant corporation is enjoined and restrained from communicating to any other person engaged in the sale of aluminum roll jacketing information concerning:

(1) future prices at which, or terms or conditions upon which, aluminum roll jacketing will be sold or offered for sale by said defendant to any third person; or

(2) any intention by said defendant to change or revise the prices at which, or the terms or conditions upon which, said defendant sells or offers to sell aluminum roll jacketing to any third person.

(D) Nothing contained in this Final Judgment shall apply to any negotiation or communication between a defendant and any other defendant or between any defendant and any other person engaged in an actual bona fide purchase or sale of aluminum roll jacketing.

(E) Nothing contained in this Final Judgment shall prohibit the transmission, by a defendant corporation, without additional comment or explanation, to another person engaged in the production and sale of aluminum roll jacketing products, of such defendant's aluminum roll jacketing products price list, or any change therein, regularly issued in the course of business, which price list, or said change, had been previously released and circulated to the trade generally.

(F) This Final Judgment shall not be deemed to prohibit any defendant from formulating or submitting with any other defendant a bona fide joint bid or quotation, when the submission of such joint bid or quotation has been requested by the purchaser.

V

(A) Each defendant corporation shall independently and individually review and recompute its current list prices, delivery charges and all other terms and conditions for the sale of aluminum roll jacketing.

(B) Each defendant corporation shall reduce to writing the results of the independent review and recomputation required by Paragraph V(A) of this Final Judgment. This written review shall include but not be limited to:

- (1) a full explanation of the methodology employed by the defendant corporation in reviewing and recomputing its list prices, delivery charges and other terms and conditions of sale;
- (2) a full explanation of the accounting method used by the defendant corporation as part of its independent review and recomputation;

- (3) a full explanation of each of the constituent factors determining the list prices, delivery charges, and other terms and conditions for the sale of aluminum roll jacketing sold by the defendant corporation; and
- (4) the list prices, delivery charges and other terms and conditions for the sale of aluminum roll jacketing sold by the defendant corporation after the independent review and recomputation.

(C) Provided, however, if the defendant corporation has independently and individually reviewed and recomputed its list prices, delivery charges and all other terms and conditions for the sale of aluminum roll jacketing subsequent to January 24, 1977, then defendant corporation's statement in response to Paragraph V(B) above may be made in the context of said independent review and recomputation.

(D) The written results of the independent review and recomputation required by Paragraph V(B) of this Final Judgment shall be submitted to the plaintiff at the offices of the Antitrust Division, U.S. Department of Justice, Room 8C20, 1100 Commerce Street, Dallas, Texas 75242, within ninety (90) days after the entry of this Final Judgment.

#### VI

Each defendant corporation is ordered and directed to:

- (A) Furnish, within thirty (30) days after the date of entry of this Final Judgment, a copy thereof to each of its officers and directors, and to each of its employees and agents who have any responsibility for the pricing or sale of aluminum roll jacketing;

- (B) Furnish, for a period of ten (10) years after the date of this Final Judgment, a copy of this Final Judgment to each successor to those officers, directors, employees or agents described in Paragraph (A) of this Section, within thirty (30) days after such successor is employed by or becomes associated with such defendant;
- (C) File with this Court and to serve upon the plaintiff within sixty (60) days after the date of entry of this Final Judgment, an affidavit as to the fact and manner of its compliance with Paragraph (A) of this Section; and
- (D) Obtain, from each officer, director, employee and agent served with a copy of this Final Judgment pursuant to Paragraph (A) of this Section, and from each successor to each such officer, director, employee and agent served with a copy of this Final Judgment pursuant to Paragraph (B) of this Section, a written statement evidencing each such person's receipt of a copy of this Final Judgment, and to retain such statements in its files.

#### VII

(A) For the purpose of determining or securing compliance with this Final Judgment, and for no other purpose, any duly authorized representative of the Department of Justice shall, upon written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to any defendant made to 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 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 officers, directors, agents, servants, or employees of such defendant, who may have counsel present, regarding any such matters.

(B) A 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, under oath if requested, with respect to any of the matters contained in this Final Judgment as may from time to time be requested.

No information or documents 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 a defendant to plaintiff, such defendant represents and identifies in writing the material in any such information or documents of a type described in Rule 26(c)(7) of the Federal Rules of Civil Procedure, and said defendant marks



each pertinent page of such material, "Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then ten (10) days notice shall be given by plaintiff to such defendant prior to divulging such material in any legal proceeding (other than a Grand Jury proceeding) to which the defendant is not a party.

VIII

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

IX

Entry of this Final Judgment is in the public interest.

/s/ Carl O. Bue

United States District Judge

Dated: June 20, 1979

UNITED STATES v. TEXAS CITRUS AND VEGETABLE GROWERS AND SHIPPERS

Civil No. B-77-41

Year Judgment Entered: 1980

## **Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Texas Citrus and Vegetable Growers and Shippers., U.S. District Court, S.D. Texas, 1980-81 Trade Cases ¶63,588, (Sept. 11, 1980)**

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

United States v. Texas Citrus and Vegetable Growers and Shippers.

1980-81 Trade Cases ¶63,588. U.S. District Court, S.D. Texas, Brownsville Division, Civil No. B-77-41, Entered September 11, 1980.

(Competitive impact statement and other matters filed with settlement: 45 *Federal Register* 43904). Case No. 2567, Antitrust Division, Department of Justice.

### **Sherman Act**

**Price Fixing: Transportation Rates: Shippers' Trade Association: Consent Decree.**— Agreeing to fix the rates paid or offered to motor carriers that transport fresh produce by truck, discussing or distributing any rate schedule for motor carrier transportation or influencing shippers to use any particular transportation rate was barred by a consent decree agreed to by a shipper association.

**For plaintiff:** Sanford M. Litvack, Asst. Atty. Gen., Joseph H. Widmar, Charles R. McConachie, and Alan A. Pason, Attys., Antitrust Div., Dept. of Justice, Dallas, Tex. **For defendant:** James C. Abbott, McAllen, Tex. (Ewers, Toothaker, Ewers, Abbott, Talbot, Hamilton & Jarvis, of counsel).

### **Final Judgment**

DEANDA, D. J.: Plaintiff, United States of America, having filed its Complaint herein on February 18, 1977, and plaintiff and defendant, by their respective attorneys, having each consented to the making and entry of this Final Judgment without trial or adjudication of any issue of fact or law herein and without any finding by the Court that defendant has violated any antitrust law of the United States, and without this Final Judgment constituting evidence or admission by plaintiff or defendant, or either of them, in respect to any such issue;

Now, Therefore, before any testimony has been taken herein and without trial or adjudication 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**

##### **[ Jurisdiction]**

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 defendant under Section 1 of the Sherman Act, 15 U. S. C. §1.

#### **II**

##### **[ Definitions]**

As used in this Final Judgment:

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

(B) "Fresh produce" includes, but is not necessarily limited to beets, cabbage, cantaloupes, carrots, cauliflower, cucumbers, eggplant, grapefruit, green onions, honeydew melons, lettuce, onions, oranges, peppers, squash, and tomatoes.

(C) "Defendant" shall mean Texas Citrus and Vegetable Growers and Shippers (TCVGS).

(D) "Member" shall mean any person who was or is listed as such by defendant.

(E) "Motor carrier" shall mean any person engaging in the transportation of fresh produce by motor vehicle for compensation.

### III

#### [ Applicability]

The provisions of this Final Judgment shall apply to defendant, its officers, directors, agents, employees, affiliates, successors and assigns, and to all other persons, including members, in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

### IV

#### [ Rate Fixing]

Defendant whether acting unilaterally, or in concert, agreement or understanding with any other person is enjoined and restrained from directly or indirectly:

(A) Entering into, adhering to, maintaining, or furthering any contract, agreement, understanding, plan, or program to fix, determine, maintain, or stabilize rates paid, or offered to be paid, to motor carriers.

(B) Discussing, adopting, publishing, distributing or recommending any printed list or other schedule of rates paid, or offered to be paid, to motor carriers.

(C) Advocating, suggesting, urging, inducing, coercing, or compelling any member or any person to adopt, use, or adhere to any uniform or specific rate paid, or offered to be paid to motor carriers.

*Provided*, however, that nothing in this Final Judgment shall prohibit defendant from seeking the enactment, issuance, repeal, amendment or interpretation of any federal or state law or regulation applicable to the transportation of fresh produce.

### V

#### [ Notice]

Defendant is ordered and directed to:

(A) Provide, by mail or otherwise, within sixty (60) days after the date of entry of this Final Judgment a copy of this Final Judgment to each of its officers and members and to each person who was an officer or member at any time from January 1, 1973 to the date of entry of this Final Judgment;

(B) Provide, by mail or otherwise, a copy of this Final Judgment to each person who becomes a member of defendant within 5 years after the date of the entry of this Final Judgment; and

(C) Provide, by mail or otherwise, within sixty (60) days from the date of entry of this Final Judgment, written notices in the form attached hereto as Appendix "A" [not reproduced.--CCH] to its members, in sufficient quantities, with instructions that such members redistribute these notices to motor carriers with whom such members do business.

### VI

#### [ Compliance]

Defendant is ordered and directed to file with this Court, and with plaintiff herein, within ninety (90) days after date of entry of this Final Judgment, an affidavit setting forth the fact and manner of its compliance with Sections V(A) and (C).

VII

**[ Inspections]**

For the purpose of determining or securing compliance with this Final Judgment, and subject to any legally recognized privilege, from time to time:

(A) Duly authorized representatives of the Department of Justice shall, upon written request of the Attorney General or of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to defendant made to its principal office, be permitted:

(1) Access during office hours of defendant to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of defendant, who may have counsel present, 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 directors, officers, employees or agents of defendant, who may have counsel present, regarding any such matters contained in this Final Judgment.

(B) Upon the written request of the Attorney General or of the Assistant Attorney General in charge of the Antitrust Division made to defendant's principal office, defendant shall submit such written reports, under oath if requested, with respect to any of the matters contained in this Final Judgment as may be requested.

No information or documents obtained by the means provided in this Section 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 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 the time information or documents are furnished by a defendant to plaintiff, defendant represents and identifies in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(7) of the Federal Rules of Civil Procedure, and defendant marks each pertinent page of such material, "Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then 10 days notice shall be given by plaintiff to defendant prior to divulging such material in any legal proceeding (other than a Grand Jury proceeding) to which defendant is not a party.

VIII

**[ Retention of Jurisdiction]**

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 or for the modification of any of the provisions herein, and for the enforcement of compliance therewith and punishment of any violation of any of the provisions contained herein.

IX

**[ Public Interest]**

The entry of this Final Judgment is in the public interest.