UNITED STATES OF AMERICA vs. STANDARD OIL COMPANY OF CALIFORNIA, ET AL. DEFENDANTS.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION.

In Equity No. 2542-S.

UNITED STATES OF AMERICA, PETITIONER

vs.

STANDARD OIL COMPANY OF CALIFORNIA, RICHFIELD OIL Company, General Petroleum Corporation of California, Shell Company of California, Union Oil Company of California, The Texas Company, Associated Oil Company, Marine Refining Corporation, Hancock Oil Company, MacMillan Petroleum Company, Rio Grande Oil Company, Edington-Witz Refining Company, Hercules Gasoline Company, Seaside Oil Company, Shanley Gasoline Company, Sunland Refining Company, United States Refining Company, Vernon Oil Refining Company, Western Oil and Refining Company, and F. R. Long, defendants.

FINAL DECREE.

The United States of America filed its petition herein on February 15, 1930, and each of the defendants having duly appeared by their respective counsel, the United States of America by its counsel moved the Court for an injunction as prayed in the petition and each of the defendants consented to the entry of this decree without contest and before any testimony had been taken.

WHEREFORE, it is ORDERED, ADJUDGED AND DECREED as follows:

I. That the Court has jurisdiction of the subject matter and of all persons and parties hereto and that the petition herein alleges a conspiracy to monopolize and restrain interstate trade and commerce in the manufacture, transportation and sale of gasoline in interstate commerce, which is hereby declared illegal and in vio-

lation of the Act of Congress of July 2, 1890, commonly known as the Sherman Anti-Trust Act.

II. That the defendants and each of them and each and all of the respective officers and directors of the corporate defendants and each and all of the respective agents, servants, employees and all persons acting or claiming to act on behalf of the defendants or any of them be and they hereby are perpetually enjoined and restrained from carrying out directly or indirectly, expressly or impliedly the conspiracy to monopolize and to restrain interstate trade and commerce in the manufacture, transportation and sale of gasoline as alleged in the petition herein in the manner or by the means hereinafter described and from entering into or carrying out directly or indirectly, expressly or impliedly, any similar conspiracy of like character or effect by any such means or in any such manner, and that the corporate defendants, their respective officers, agents, servants, employees and all persons acting or claiming to act on behalf of them or any of them be enjoined from doing any of the acts specified in paragraphs 1, 2 and 3 of this clause II by the means more particularly specified in paragraphs (a), (b), (c), (d) and (e) of this clause II, to wit:

(1) Carrying on interstate trade and commerce in gasoline manufactured by them in accordance with or pursuant to any understanding or agreement between them to eliminate competition as to prices of sale of said gasoline;

(2) Fixing by agreement between said defendants or any two or more of them uniform and non-competitive prices to be charged for said gasoline, referred to in Paragraph I hereof;

(3) Increasing or decreasing by agreement between said defendants or any two or more of them the prices to be charged by them for said gasoline, referred to in Paragraph I hereof;

That is to say in the following manner or by the following means or any of them or in a manner or by means similar thereto, to wit:

(a) By agreement between said defendants or any two or more of them to refuse to sell, furnish, transport, supply or deliver said gasoline to any reseller in the Pacific Coast area for the reason that such reseller refuses to sell said gasoline to consumers at the prices so fixed by said defendants, or in fact so refusing pursuant to such agreement.

(b) By making representations to any reseller or resellers of said gasoline to the effect that Rule 17 of Group Two of the National Code of Practices for marketing refined petroleum products, or any other rule or provision thereof, requires resellers who are not subscribers to said Code to post prices at which gasoline shall be sold by them or requires any resellers to sell gasoline at the prices posted by the companies selling gasoline to them, or any of them, or that failure so to post the prices or so to sell is a violation of said code or of any rule or order of the Federal Trade Commission, or of any law of the United States whatsoever.

(c) Collectively agreeing through the medium of the defendant F. R. Long or others to purchase or in fact purchasing pursuant to any such collective agreement from the defendant independent companies gasoline manufactured by said independent companies on the condition that said independent companies should sell the remainder of the gasoline so manufactured by them at prices so fixed as aforesaid for the purpose of preventing the defendant independent companies from carrying on the manufacture and sale of gasoline in interstate commerce in competition with the defendant major companies or for the purpose of enabling the defendant major companies to sell the entire amount of gasoline respectively manufactured by them at uniform and non-competitive prices fixed by them as aforesaid throughout the Pacific Coast area.

(d) By quoting prices or making sales of said gasoline or causing resellers to quote prices or make sales of said gasoline prices fixed by agreement by any of the means, or any means similar thereto, referred to in paragraphs (a), (b) and (c) hereof.

(e) By refraining or causing resellers to refrain fror quoting prices other than those fixed by agreement b any of the means, or any means similar thereto, referre to in paragraphs (a), (b), and (c) hereof, or from making sales of said gasoline at prices other than those so fixed.

III. That the agreements referred to in the petition herein between defendant major companies and F. R. Long and between F. R. Long and the defendant independent companies be revoked, canceled and nullified; and that each and all of the defendants be perpetually enjoined from continuing to operate under the said agreements or any of them.

IV. That the corporate defendants, their respective officers, agents, servants, employees and all persons acting on behalf of them or any of them be enjoined from aiding, abetting or assisting individually or collectively others to do any of the things which the defendants are hereinbefore restrained from doing and which are also hereinbefore adjudged to be illegal.

V. Nothing in this decree contained is intended to relate to any elimination of competition which may or might result from the fusion or merger or consolidation of any two or more of the corporate defendants, or from the purchase by any of the corporate defendants of all or any part of the property of capital stock of any other corporate defendant or defendants.

VI. Nothing herein contained shall be construed as in any way an adjudication as to the right of any one or more of the corporate defendants to refuse to sell to any dealer gasoline so long as such refusal is not the result of a collective agreement between such corporate defendant or defendants and one or more of the other corporate defendants so to refuse to sell to such dealer.

VII. That jurisdiction of this cause be and it hereby is retained for the following purposes:

(a) Enforcing this decree;

(b) Enabling the petitioner to apply to this court for a modification, but not for an enlargement, of any of the provisions of this decree:

(c) Enabling the defendants or any of them to apply to this court for modification, but not for enlargement, of any of the provisions of this decree on the ground that the same have become inappropriate or unnecessary; and

(d) Enabling any party to this action to apply to this court for further directions or instructions as to the applicability of this decree.

Any application by any party hereto under the foregoing subdivisions (a), (b), (c), and (d) of this Paragraph VII shall be made in open court upon notice to all of the parties hereto, and any of the parties hereto, upon such application, shall have the right and privilege of requiring the production of witnesses upon whose testimony such application is sought or opposed, and of examining and cross-examining such witnesses in accordance with the rules of the court.

VIII. That the petitioner have and recover from the defendants the costs expended in this cause,

ENTER

A. F. ST. SURE,
United States District Judge.

SEPTEMBER 15, 1930.