

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Frito-Lay, Inc., et al., U.S. District Court, C.D. California, 1975-1 Trade Cases ¶60,265, (Mar. 18, 1975)

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Antitrust & Trade Regulation > Trade Regulation Reporter - Trade Cases (1932 - 1992) > United States v. Frito-Lay, Inc., et al., 1975-1 Trade Cases ¶60,265, U.S. District Court, C.D. California, (Mar. 18, 1975)

United States v. Frito-Lay, Inc., et al.

1975-1 Trade Cases ¶60,265. U.S. District Court, C.D. California. Civil No. 70-1175-R. Filed March 18, 1975. Case No. 2105, Antitrust Division, Department of Justice.

Sherman Act

Department of Justice Enforcement—Consent Decrees—Modification—Elimination of Notary Requirement for Bids.—Manufacturers of snack foods, prohibited by a consent decree from, among other things, rigging bids, were relieved of the requirement, by stipulation of the parties, that the certification accompanying bids to federal instrumentalities must be notarized. It appeared that the requirement had made the submission of bids very difficult in some cases. Furthermore, the applicable statutes did not require that the certification be under oath for purposes of prosecution.

Modifying [1974-2 Trade Cases ¶ 75,245](#).

For plaintiff: Thomas K. Kaupr, Asst. Atty. Gen., Raymond P. Hernacki, Atty., Antitrust Div., Dept. of Justice.

For defendants: Don J. Belcher and Edd Stepp, of Gibson, Dunn & Crutcher, for Frito-Lay, Inc.; Reed A. Stout, of Lawler, Felix & Hall, for Bell Brand Foods, Inc.; Terrence A. Callan, of Pillsbury, Madison & Sutro, for Granny Goose Foods, Inc.; Laughlin E. Waters, of Nossaman, Waters, Scott, Krueger & Riordan, for BBF Liquidating, Inc.; Thomas R. Sheridan, of Simon & Sheridan and Robert E. Hinerfeld and Richard C. Leonard, of Murphy, Thornton, Hinerfeld & Cahill, for Pet Inc.; Richard C. Leonard, for all defendants.

Stipulation and Order Modifying Final Judgment

REAL, D. J.: It Is Hereby Stipulated by and between the parties hereto, through their respective attorneys of record, that the Final Judgment in this action, entered on November 14, 1974, be amended and modified as follows:

Paragraph VIII(B) of the Final Judgment, which incorporates by reference, Appendix A and requires that with every written offer or bid for the sale of snack foods to a federal authority, agency, or instrumentality thereof, a written certification, in the form attached as Appendix A to the Final Judgment be attached. The certification form [Appendix A] requires the seal of a notary public. It is hereby agreed by the parties to the Final Judgment that a notary public seal is not necessary, and that the certification to any federal authority, agency, or instrumentality can be made under penalty of perjury without the requirement of a notary public.

This Stipulation is entered into at the request of defendants. It is the practice of some of the defendants to send out bids to federal agencies from local offices, which are staffed by only one or two persons. No notary public is available at these offices, and the sending out of bids, which is frequent occurrence, is rendered very difficult by the notary requirement. Moreover, neither 18 U. S. C. § 1001, nor 31 U. S. C. §§ 231-233 require statements to be made under oath for the purposes of prosecution. A certification by an official of the defendants is sufficient for the Government's purpose, even though the certification is not notarized.