**APPENDIX A**

# FINAL JUDGMENTS

## (Ordered by Year Judgment Entered)

United States v. York Corporation

Civil Action No. 7546

Year Judgment Entered: 1963

# Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. York Corporation., U.S. District Court, M.D. Pennsylvania, 1963 Trade Cases ¶70,946, (Dec. 19, 1963)

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United States v. York Corporation.

1963 Trade Cases ¶70,946. U.S. District Court, M.D. Pennsylvania. No. 7546— Civil. December 19, 1963. Case No. 1648 in the Antitrust Division of the Department of Justice.

## Sherman Act

**Exclusive Dealing—Air-conditioning Equipment—Territorial Restrictions—Consent Judgment**.—A manufacturer of air-conditioning equipment were prohibited by a consent judgment from limiting, dividing or restricting customers, territories or markets for the sale or exportation of its products or from restraining or attempting to impose any limitation or restriction on the persons to whom, the territories in which, or the use for which, any person may sell or put its products.

For the plaintiff: William H. Orrick, Jr., Assistant Attorney General, William D. Kilgore, Jr., and Lewis Bernstein, Attorneys, Department of Justice; Maurice Fitzgerald and Charles F. B. McAleer.

### Final Judgment

FOLLMER, District Judge [ *In full text*]: The plaintiff, United States of America, having filed its complaint herein on February 9, 1962, the defendant having filed its answer denying the substantive allegations thereof, and the parties hereto 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 an admission by any party 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**

**[ *Sherman Act*]**

This Court has jurisdiction of the subject matter of this action and of the parties hereto. The complaint states claims for relief against the defendant under Section 1 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 Act, as amended.

**II**

**[ *Definitions*]**

As used in this Final Judgment:

(A) “Defendant” shall mean the defendant, York Corporation, a corporation organized and existing under the laws of the State of Delaware;

(B) “Person” shall mean an individual, partnership, firm, corporation, association or other business or legal entity;

(C) “York product” shall mean any air conditioning, heating or refrigeration product and components and repair parts therefor including but not limited to air conditioners, commercial air conditioners, automotive air conditioners, furnaces, ice makers, condensing units and engineered machinery sold by the defendant.

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**III**

**[ *Applicability*]**

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

**IV**

**[ *Practices Prohibited*]**

The defendant is enjoined and restrained from entering into, adhering to, maintaining, enforcing or claiming any rights under any contract, agreement or understanding with any person to:

(A) Limit, divide, or restrict customers, territories or markets for the sale of any York product;

(B) Limit, restrict or prevent the resale or exportation of any York product.

**V**

**[ *Restrictions*]**

The defendant is enjoined and restrained from imposing or attempting to impose any limitation or restriction upon the persons to whom, the territories in which or the use for which any person may sell or put any York product.

**VI**

**[ *Compliance*]**

Defendant is ordered and directed:

(A) Within ninety (90) days after the entry of this Final Judgment, to furnish a copy of the Final Judgment to each person with which defendant has a sales agreement outstanding, and to notify such persons that to the extent any provision of any outstanding agreement or policy statement or notification is contrary to the provisions of Sections IV and V of this Final Judgment, such provision shall not be deemed of any further force or effect insofar as the defendant is concerned;

(B) To conform all agreements between defendant and purchasers of York products to the provisions of Sections IV and V of this Final Judgment;

(C) To furnish sufficient copies of this Final Judgment to its distributors for distribution to their dealers and to cancel the form of dealer agreements formerly issued to distributors;

(D) To file with this Court, and serve upon plaintiff, within one hundred and five (105) days after the entry of this Final Judgment, an affidavit as to the fact and manner of compliance with subsections (A), (B) and (C) of this Section VI.

**VII**

**[ *Inspection*]**

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 and with the right of such defendant to have counsel present:

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(A) Access, during 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 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 or employees of such 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, the defendant shall submit such reports in writing with respect to the matters contained in this Final Judgment as may from time to time be necessary to the enforcement of this Final Judgment.

No information obtained by the means permitted 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 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.

**VIII**

**[ *Jurisdiction Retained*]**

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 this Final Judgment, for the amendment or modification of any of the provisions thereof, for the enforcement of compliance therewith, and for the punishment of violations thereof.

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United States v. Anthracite Export Association, et al.

Civil Action No. 9171

Year Judgment Entered: 1970

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

| | | |
|---|---|---|
| UNITED STATES OF AMERICA, | ) | |
| Plaintiff, | ) | |
| v. | ) | CIVIL ACTION NO. 9171 |
| ANTHRACITE EXPORT ASSOCIATION, et al., | ) | Entered: Nov. 12, 1970 |
| Defendants. | ) | |

FINAL JUDGMENT

This cause was submitted to this Court on Cross Motions for Judgment on Case Submitted, the record before the Court consisting of an Amended Complaint, Joint Answer to Amended Complaint and a Stipulation of Facts and annexed exhibits.

The parties by their respective attorneys and before the taking of testimony have consented to the entry of this Final Judgment without this Final Judgment constituting any admission by any defendant with respect to any issues in this case except the nonapplicability of the Webb-Pomerene Act exemption to the acts of defendants;

NOW THEREFORE, It is By the Court Ordered, Adjudged and Decreed that:

1. This Court has jurisdiction of the subject matter of this action and of the parties hereto pursuant to Section 15 of the Act of Congress of October 15, 1914, as amended, 15 U.S.C. 25.

2. In United States v. Concentrated Phosphate Export Association, 399 U.S. 199, the Supreme Court of the United States held that the Webb-Pomerene Act did not immunize from the Sherman Act concerted action by a Webb-Pomerene association in making sales to a foreign government under a United States foreign aid program. The acts of defendants alleged in the Amended Complaint are not immunized from the application of the Sherman Act (15 U.S.C. § 1) by reason of the act of April 10, 1918, 15 U.S.C. §§ 61-65 (commonly known as the Webb-Pomerene Act). Accordingly:

A. As and to the extent stipulated, it is adjudged and decreed that defendants have combined and conspired to restrain and have restrained commerce in anthracite supplied under the Army program, as defined in paragraphs 5 and 6 of the Stipulation of Facts referred to above, in violation of Section 1 of the Sherman Act.

B. Each defendant and each member of defendant Anthracite Export Association ("AEA") is hereby enjoined and restrained from entering into or agreeing to or carrying out any plan, program or arrangement with the AEA or any member of the AEA:

(1) To control, fix or maintain prices of anthracite to be offered or supplied under the Army program;

(2) To allocate the whole or any part of anthracite to be offered or supplied under the Army program, whether directly or indirectly by subcontract arrangement;

(3) To refrain from competing, in whole or in part, in the production, bidding, sale, or distribution of anthracite under the Army program;

(4) To offer or sell anthracite through any common selling agent, or to any common purchaser for resale under the Army program; subject to the foregoing an AEA member may unilaterally offer or sell anthracite through any agent or to any purchaser which is also acting in that capacity in respect of the anthracite offered or sold by one or more other AEA members, and/or solicits the business of more than one AEA member at the same prices.

C. Each defendant and each AEA member is hereby enjoined from entering into any contract, agreement or understanding with an exporter or importer to quote or sell anthracite to or through such exporter or importer exclusively under the Army program unless such member enters into such an exclusive dealing contract, agreement or understanding with a single exporter or importer which in turn is not a party to such a contract, agreement or understanding with any other member; provided, however, that this paragraph C shall not prohibit, without more, unilateral refusals by any defendant or AEA member to quote or sell anthracite to or through any exporters or importers.

D. Defendants Foreston Coal Company and Foreston Coal Export Corp. are hereby enjoined from entering into any contract, agreement or understanding:

(1) With more than one defendant or AEA member which gives either Foreston defendant the exclusive right to quote or sell anthracite of such defendant or AEA member under the Army program; provided, however, that this paragraph D(1) shall not prohibit, without more, either Foreston defendant from obtaining, from more than one AEA member, the right to quote or sell the anthracite of such other member or members if such member or members unilaterally refuse to quote or sell anthracite to or through any other exporter or exporters.

(2) With any two or more defendants or AEA members, who have agreed to offer or sell anthracite through either Foreston defendant as a common sales agent, or to either Foreston defendant as a common purchaser for resale under the Army program; subject to the foregoing either Foreston defendant, whether acting as an agent or purchaser, may unilaterally solicit or obtain offers of anthracite, at the same prices or otherwise, from more than one defendant or AEA member.

E. With respect to the three fiscal years beginning with Fiscal Year 1972, Lehigh Valley Anthracite, Inc. and Glen Alden Corporation, their successors and assigns, are hereby enjoined from offering or selling anthracite to or through any common domestic selling agent or to any common domestic purchaser for resale with respect to any particular procurement under the Army program; provided that any defendant or AEA member shall be free to subcontract with, purchase from, or sell to, any anthracite producer (excluding transactions between Glen Alden Corporation and Lehigh Valley Anthracite, Inc., their successors and assigns); and provided further that the anthracite bid or offered by Glen Alden Corporation and Lehigh Valley Anthracite, Inc., their successors and assigns, shall be offered on the same terms and conditions to at least two importers.

F. Defendant AEA is hereby directed to amend its articles of association and by-laws within ninety (90) days from and after the entry of this Final Judgment to require, as a condition of membership, that each member consent to be bound by this Final Judgment as a defendant herein.

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

H. For the purpose of securing compliance with this Final Judgment and no other purpose, duly authorized representatives 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 (a) reasonable access during the office hours of such defendant, which may have counsel present, 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 (b) subject to the reasonable convenience of such defendant and without restraint or interference from it, to interview officers or employees of such defendant, who may have counsel present, regarding any such matters. A defendant, upon the written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and upon reasonable notice made to its principal office, shall submit reports in writing with respect to any of the matters contained in this Final Judgment as may from time to time be necessary and requested for the enforcement of said Final Judgment. No information obtained by the means provided in this section shall be divulged by any representative of the Department of Justice to any person

except a duly authorized representative of the Executive Branch of the United States and except in the course of legal proceedings to which the United States is a party for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

I. 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 or termination of any of the provisions hereof, for enforcement of compliance herewith and for the punishment of violations hereof.

Dated this 12th day of November, 1970.

/s/ WILLIAM J. NEALON
United States District Judge

United States v. American Technical Industries, Inc.

Civil Action No. 73-246

Year Judgment Entered: 1975

# Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. American Technical Industries, Inc., U.S. District Court, M.D. Pennsylvania, 1975-2 Trade Cases ¶60,467, (Jul. 21, 1975)

United States v. American Technical Industries, Inc.

1975-2 Trade Cases ¶60,467. U.S. District Court, M.D. Pennsylvania. Civil No. 73-24d Final consent judgment. Entered July 21, 1975 (Competitive impact statement and other matters filed with settlement: 40 *Federal Register* 18199, 29900). Case No. 2320, Antitrust Division, Department of Justice.

**Acquisitions—Artificial Christmas Trees—Injunctive Relief—Compulsory Patent Licensing—Acquisitions Ban—Consent Decree.**—The consent decree, the text of which appears at 1974-2 TRADE CASES ¶ 75,376, was entered as final on July 21, 1975 by HERMAN, D. J.

**Changes:** The reference in paragraph IV (D) to "the official Gazette of the *Patent Office"* now reads *"Official Gazette of United States Patent Office"* in the final document as entered.

**Entering, as final, consent decree, 1974-2 Trade Cases ¶ 75,376.**

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# Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. American Technical Industries, Inc., U.S. District Court, M.D. Pennsylvania, 1974-2 Trade Cases ¶75,376, (Dec. 3, 1974)

United States v. American Technical Industries, Inc.

1974-2 Trade Cases ¶75,376. U.S. District Court, M.D. Pennsylvania. Civil No. 73-246. Filed, but not entered December 3, 1974. Case No. 2320, Antitrust Division, Department of Justice.

## Clayton Act

**Acquisitions—Artificial Christmas Trees—Injunctive Relief—Compulsory Patent Licensing—Acquisitions Ban—Consent Decree.**—A manufacturer of artificial Christmas trees would be required by a consent decree to offer royalty-free patent licensing for all patents owned or developed by a manufacturer it allegedly unlawfully acquired. Notice of the availability of the licenses and a manufacturing methods manual must be advertised in two trade journals. Suits against infringement occurring before entry of the decree are barred, as are future infringement actions unless prior written notice is given that royalty-free licenses are available. Future acquisitions of assets or stock of any artificial Christmas tree manufacturer are prohibited, and acquisition of any artificial Christmas tree patent is barred for 10 years, unless the patent is developed by one of the defendant's employees.

**For plaintiff:** Thomas E. Kauper, Asst. Atty. Gen., Baddia J. Rashid, John J. Hughes, John A. Weedon, Leon W. Weidman, Edward S. Panek, Roger L. Currier, Walter L. Devany, and Norman E. Greenspan, Attys., Antitrust Div., Dept. of Justice.

**For defendant:** Charles H. Miller, of Marshal, Bratter, Greene, Allison & Tucker, New York, ?. Y.

### Proposed Final Judgment

[ *Proposed final judgment*] : Plaintiff, the United States of America, having filed its complaint herein on May 7, 1973; defendant American Technical Industries, Inc. having filed its answer denying the substantive allegations of the complaint; a motion by plaintiff for preliminary injunction against the further commingling or transfer of the assets of Masterpiece, Inc. having been granted after a hearing thereon; and the parties by their respective attorneys having consented to the entry of this Final Judgment without trial and without this Final Judgment constituting any evidence against, or any admission by, any party in respect to any issue of fact or law herein;

Now Therefore, without trial, 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 hereof and the parties hereto. The complaint states claims upon which relief may be granted against the defendant under Section 7 of the Act of Congress of October 15, 1914 (15 U. S. C. § 18), commonly known as the Clayton Act, as amended.

**II**

As used in this Final Judgment:

(A) “Person” means any individual, partnership, firm, corporation, association or other business or legal entity;

(B) “Artificial Christmas tree” means any tree made of polyvinyl chloride, polyethylene or aluminum which is used indoors during the Christmas season; and

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(C) “Patent” means any United States Letters Patent presently granted and any United States Letters Patent which may be granted on any Application which is on file in the United States Patent Office on the date of entry of this Final Judgment, and any division, continuance, reissue or extension of any such patent covering, in whole or in part, the design, manufacture or assembly of artificial Christmas trees or machines or equipment necessary for the design, manufacture or assembly of artificial Christmas trees.

**III**

[ *Applicability*]

The provisions of this Final Judgment applicable to the defendant shall also apply to its officers, directors, employees, and subsidiaries including but not limited to Masterpiece, Inc., now known as Masterpiece of Pennsylvania, Inc., its successors and assigns, and to any person in active concert or participation with any of them who receives actual notice of this Final Judgment by personal service or otherwise.

**IV**

[ *Patent Licensing*]

American Technical Industries, Inc. is ordered and directed:

(A) To grant without charge to any applicant making written request therefor an unrestricted, nonexclusive, and royalty-free license for the design, manufacture, assembly, and sale in the United States of America of artificial Christmas trees or equipment to be used in the manufacture of artificial Christmas trees under the following patents and patent applications, which include all patents and patent applications owned or controlled by Masterpiece, Inc., now known as Masterpiece of Pennsylvania, Inc., and all American Technical Industries, Inc. patents or patent applications developed by Masterpiece, Inc. employees:

| Patent Number | Description | Granted | Expires |
|---|---|---|---|
| 3.223.454 | Apparatus for Mak ng Brushes | December 14. 1965 ..... | December 14. 1982 |
| Des. 204,887 | Chr stmas Tree ..... | May 24, 1966 | May 24, 1980 |
| 3.278.364 | Art fic a Chr stmas Tree ..... | October 11, 1966 | October 11. 1983 |
| 3.365.529 | Art fic a Tree L mb Taper ng Method ..... | January 23, 1968 | January 23. 1985 |
| 3,459,243 | Fu y Automat c Cross-L mb Attach ng Mach ne ..... | August 5, 1969 | August 5, 1986 |
| 3,458,893 | Art fic a Tree L mb Taper ng Mach ne ..... | August 5, 1969 | August 5, 1986 |
| 3,594,260 | Art fic a Shrubbery and Method of Manufactur ng the Same ..... | Ju y 20, 1971 | Ju y 20. 1988 |
| 3,665,577 | Apparatus for Manufactur ng Art fic a Shrubs ..... | May 30, 1972 | May 30, 1989 |
| 3,746,601 | Art fic a Shrub Su tab e for Indoor or Outdoor Use ..... | Ju y 17, 1973 | Ju y 17. 1990 |

| Patent Application Serial Number | Date Filed | Description |
|---|---|---|
| 339,468 ..... | March 5, 1973 | Co aps b e Art fic a Shrub |

Such license shall provide that the licensee is free to contest in any proceeding the validity and scope of the licensed patents. Any existing licensee under any of the above listed patents for the design, manufacture, assembly or sale of artificial Christmas trees in the United States of America shall have the right to apply for and receive a license under this Final Judgment in substitution for its existing license.

(B) To furnish promptly upon the granting of any license pursuant to Section IV (A) hereof, to any licensee who makes written request therefor, one copy of a written manual accurately and completely describing the methods of manufacture employed by American Technical Industries, Inc. in the production of artificial Christmas trees

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under the patents licensed pursuant to said Section upon the payment by such licensee of a sum not in excess of $50.00.

(C) Within thirty (30) days of the entry of this Final Judgment to withdraw from and terminate all suits or proceedings for the infringement of any patent covered by Section IV(A) of this Final Judgment if such suit is based on the design, assembly, manufacture or sale of artificial Christmas trees, provided that the obligation of American Technical Industries, Inc. to withdraw from or terminate any such suit shall be conditioned upon the withdrawal or termination of any counterclaim against American Technical Industries, Inc. or any of its subsidiaries.

(D) Within thirty (30) days of the entry of this Final Judgment to advise the United States Patent Office, Washington, D. C. for publication in the official Gazette of the *Patent Office* that licenses described in Section IV(A) of this Final Judgment are available on an unrestricted, nonexclusive and royalty-free basis to any person making written request therefor to American Technical Industries, Inc.

(E) Within thirty (30) days of the entry of this Final Judgment to advise by Certified Mail each domestic manufacturer of artificial Christmas trees known to American Technical Industries, Inc., and to advertise prominently once in each of the next issues of *Toys and Novelties and Toy & Hobby* World, two publications heretofore utilized by the defendant in advertising artificial Christmas trees that:

(1) The licenses described in Section IV (A) of this Final Judgment are available on an unrestricted, nonexclusive and royalty-free basis to any person making written request therefor to American Technical Industries, Inc.; and

(2) The written manual described in Section IV(B) hereof is available to each licensee at a cost not in excess of $50.00.

Within ninety (90) days after the entry of this Final Judgment, a copy of each letter, the advertisement, and the completed manual will be furnished the plaintiff.

(F) Within ninety (90) days after the entry of this Final Judgment, American Technical Industries, Inc. shall furnish plaintiff an. affidavit as! to the fact and manner of its compliance with this Section IV.

**V**

[ *Infringement Suits/Acquisitions*]

American Technical Industries, Inc. is enjoined and restrained from:

(A) Instituting or threatening to institute any action, based on the design, assembly, manufacture or sale of artificial Christmas trees, for the infringement of any patent covered by Section IV(A) hereof if the claimed infringement occurred:

(1) Prior to the entry of this Final Judgment; or

(2) Subsequent to the entry of this Final Judgment unless prior written notice is given that a license is available pursuant to the provisions of this Final Judgment.

(B) Making any disposition of any patent which may deprive American Technical Industries, Inc. of the power or authority to grant licenses as required in Section IV (A) of this Final Judgment, unless the party or parties acquiring such rights from American Technical Industries, Inc. agree to be bound by this Final Judgment.

(C) Acquiring directly or indirectly for a period of ten (10) years from the date of entry of this Final Judgment ownership or control of any patent other than a patent whose inventor is an employee of American Technical Industries, Inc.

(D) Acquiring any assets or stock of any person engaged in the manufacture or sale of artificial Christmas trees in the United States provided, however, that this injunction does not apply to transactions between American Technical Industries, Inc. and any subsidiaries thereof and provided further that American Technical Industries, Inc. or any of its subsidiaries, may purchase, license or lease machinery hereafter perfected by any third party

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for the manufacture of artificial Christmas trees and sold by such third party in the regular course of its business and not as part of the disposition of any of its capital assets or the termination of its business on the same terms of purchase, lease or license as shall be available to all United States manufacturers of artificial Christmas trees.

**VI**

[ *Requests for Licenses*]

Within ten (10) days of each of the first nine (9) anniversary dates of this Final Judgment, American Technical Industries, Inc. shall file with the Antitrust Division copies of all requests for licenses under Section IV(A) hereof and the disposition of each such request and all requests for written manuals under Section IV(B) hereof and the disposition of each such request.

**VII**

[ *Inspections*]

For the purpose of securing or determining compliance with this Final Judgment:

(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, which may have counsel present, to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of defendant which relate to any matters contained in this Final Judgment;

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

(B) Upon such written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, defendant shall submit such reports in writing with respect to any 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 VII shall be divulged by a 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.

**VIII**

[ *Retention of Jurisdiction*]

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 this Court at any time for such further orders or directions as may be necessary or appropriate for the modification of any of the provisions thereof, for the enforcement of compliance therewith and for the punishment of violations thereof.

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# Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. American Technical Industries, Inc., U.S. Bankruptcy Court, M.D. Pennsylvania, 1983-2 Trade Cases ¶65,537, (May 21, 1976)

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United States v. American Technical Industries, Inc.

1983-2 Trade Cases ¶65,537. U.S. Bankruptcy Court, M.D. Pennsylvania, Civil No. 73-246, Filed May 21, 1976 Case No. 2320, Antitrust Division, Department of Justice.

## Clayton Act

**Acquisitions: Artificial Christmas Trees: Public Interest: Modification of Consent Decree..–** A 1975 consent decree was modified in 1976 to allow an artificial Christmas tree manufacturer to purchase a Christmas novelty company and to permit the resale of the company's inventory. The modification was held to be in the public interest.
**Modifying 1974-2 Trade Cases ¶75,376 and 1975-2 Trade Cases ¶60,467.**

### Order for Modification of Judgment

HERMAN, D. J.: The application of American Technical Industries, Inc., defendant, for modification of the judgment entered in the above-entitled cause on July 21, 1975, having been served and filed, and regularly heard, this Court having retained jurisdiction of this cause in said judgment, and it appearing to the Court upon due deliberation that the proposed modification of the judgment is in the public interest and plaintiff having consented to the entry hereof:

It Is Therefore Ordered, Adjudged and Decreed that Section V(D) of the said judgment is modified solely to (1) permit defendant to purchase the inventories of the Delta Novelty and Artiflor-Delta Divisions of Consolidated Novelty Co., Inc., consisting of Christmas novelty products described in defendant's application and now located in a warehouse maintained by Consolidated Novelty Co., Inc. in Paterson, New Jersey; and (2) permit the resale of such inventory by defendant in its current packaging bearing the trade names of Delta Novelty, Artiflor-Delta and Consolidated Novelty Co., Inc., provided that defendant is enjoined from employing the aforesaid trade names except in connection with the disposition of such inventory and provided further that Section V(D) of said judgment otherwise continues in full force and effect.

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