# APPENDIX A

# FINAL JUDGMENTS

(Ordered by Case Listing in the Case Caption)

UNITED STATES v.
JELLICO MOUNTAIN COAL &
COKE CO., *et al.*

Civil Action No.: 2820

Year Judgment Entered: 1891

UNITED STATES

v.

JELLICO MOUNTAIN COAL & COKE CO.

UNITED STATES DISTRICT COURT IN AND FOR THE MIDDLE DISTRICT OF TENNESSEE

At a regular term of the Circuit Court of the United States for the Middle District of Tennessee, begun and holden at Nashville, in said district, upon the third Monday of April, 1891, present and presiding the Hon. D. M. Key, judge of the district court, the following, among other, proceedings were had, to wit:

Upon the 17th day of June, 1891, during said term, a decree was rendered as follows, to wit:

THE UNITED STATES

VS.

JELLICO MOUNTAIN COAL & COKE CO.

Civil No. 2820. Circuit Court.

Came the United States and the defendants by counsel: Whereupon this cause came on to be heard before the honorable the judges of the United States Circuit Court for the Middle District of Tennessee, sitting in equity, His Honor D. M. Key presiding, owing to the incompetency of the Honorable Howell E. Jackson, judge, etc., on this the 17th day of June, 1891, as well as upon a

former day of the term, upon the petition heretofore filed on behalf of the United States by John Ruhm, Esq., United States attorney, under direction of the Attorney General, on the answers, the proof, the exhibits, the former proceedings, and upon argument of counsel; whereupon it appeared from the proof that the following defendants, to wit:

The Central Coal & Iron Company, a corporation chartered and organized under the laws of Kentucky and having its principal office at Louisville, in the district of Kentucky, and operating coal mines at Central City, Kentucky;

The Memphis Coal & Mining Company, a Tennessee corporation, having its principal office in Memphis, Shelby County, in the Western District of Tennessee, and operating coal mines in Kentucky;

The Empire Coal & Mining Company, a Kentucky corporation, operating mines at Empire, Kentucky, and having an office in Nashville, Tennessee, and at Empire, Kentucky;

The St. Bernard Coal Company, a Kentucky corporation, having its office at Earlington, Kentucky, and operating mines at Earlington, Kentucky;

The Cooperative Coal Mining & Manufacturing Company, a Kentucky corporation, having its office at Earlington, Kentucky, and operating mines at Earlington, Kentucky;

The Mud River Coal, Coke & Iron Company, a Kentucky corporation, having offices at Nashville, Tennessee, and Earlington, Kentucky, and operating coal mines at Empire, Kentucky;

The Providence Coal Company, a Kentucky corporation, operating coal mines at Providence, in Kentucky, and having its office at Providence, Kentucky;

The Hecla Coal & Mining Company, a Kentucky corporation, having its office at Earlington, Kentucky, and operating mines at Earlington, Kentucky;

The Cumberland Valley Colliery Company, a corporation operating mines at Pineville, in Kentucky, and having its office at Louisville, Kentucky;





The Southern Jellico Coal Company, a Tennessee corporation, having its office and operating mines at Campbell County, Tennessee;

The Green River Coal Company, a Kentucky corporation, operating mines at Drakesboro, Kentucky, and having its principal office at Drakesboro, Kentucky; and

W. H. Howe, E. W. Hill, J. M. Love, and A. M. Carroll, partners trading as Love & Carroll; J. B. Love and E. S. Randle, partners trading as Love & Randle; J. D. Sharp and J. S. Phillips, partners trading as Sharp & Phillips; Jesse M. Overton, J. E. Allison, and E. E. Duncan, partners trading as Overton, Duncan & Co.; James Wyatt and P. G. Breen, partners as Wyatt & Breen; L. T. Stull, John D. Anderson, and J. E. Sessner, partners as John D. Anderson & Co.; J. Dodson, trading as J. Dodson & Co.; J. H. Hales; J. N. Conquest; J. H. Hales and E. W. Hill, partners as Hales & Hill; all residing and doing business at Nashville, Tenn.; Thomas R. Finney and William P. Finney, partners doing business under the firm name of Finney Bros.; and W. H. Allen, C. P. Allen, and A. D. Allen, partners doing business under the firm name of Allen Bros.; all doing business at Nashville, Tennessee;

Are engaged, respectively, in carrying on the business of mining coal in Kentucky and selling and dealing in coal in Nashville under an agreement entered into by and between them, by the terms of which they have organized the Nashvillle Coal Exchange; a copy of said articles of agreement has been filed as an exhibit to the petition and has been properly proved and made part of the record; and the court was of opinion and so ordered, adjudged, and decreed, that the said defendants by their operations under the articles of agreement aforesaid, have been and were at the time of the filing of the petition in this cause, guilty of a violation of the act of Congress approved July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies."

It is therefore ordered, adjudged, and decreed by the court that the said defendants, jointly and severally, and they are hereby perpetually enjoined and restrained as

prayed in the petition from violating the provisions of said act of Congress of the United States in the manner and in effect and in any of the particulars in which they are charged in the petition. And they are hereby enjoined and restrained from further carrying on the coal trade under the terms, stipulations, and conditions of said articles of agreement, by which articles they did organize the Nashville Coal Exchange and under which they had been prior to, and were at the time of the filing of the petition, carrying on their trade; and that they be enjoined from further meeting to transact business under the provisions of said articles of agreement; and that they be, jointly and severally, peremptorily enjoined from carrying out the objects of and acting under the terms and condition of said articles of agreement governing the "Nashville Coal Exchange."

It is further ordered by the court that the defendants pay two-thirds of th costs of the cause for which let fieri facias issue as at law.

The court files a written opinion, which is ordered to be made part of the record of the cause.

The defendants, the Tennessee Coal & Iron Company, the Standard Coal & Coke Company, the Jellico Mountain Coal & Coke Company, the Woolridge Jellico Coal Company, the Cumberland Valley Colliery Company, J. H. Kendrick, Bradfield & Houston Coal Company, and Frank Ferris, have answered that they are not members of the coal exchange and the proof does not establish that they are. As to them the cause will be dismissed.

Whereupon, the United States Attorney asks the court to modify the decree so as to charge the defendants with all the costs, except those occasioned by making those of the defendants parties, as to whom the petition was dismissed, but the court was satisfied with the disposition of the costs as herein made and it is ordered accordingly.

I, H. M. Doak, clerk of the District Court of the United States for the Middle District of Tennessee, hereby certify that the foregoing is a true, perfect and complete copy of the final decree in the above-styled cause, as it is of record in the minutes of the Circuit Court, minute



book "U," page 495 et seq. In witness whereof I have hereunto signed my name and affixed the seal of the court, at office in Nashville, Tennessee, this 18th day of January, 1912.

H. M. DOAK, *Clerk.*

UNITED STATES v.
CRESCENT AMUSEMENT COMPANY, INC., *et al.*

Civil Action No.: 54

Year Judgment Entered: 1943

U. S. v. CRESCENT AMUSEMENT COMPANY, INC.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE MIDDLE DISTRICT OF TENNESSEE.
NASHVILLE DIVISION

Civil Action No. 54.

UNITED STATES OF AMERICA, PLAINTIFF,

VS.

CRESCENT AMUSEMENT COMPANY, INCORPORATED, ET AL.
DEFENDANTS.

FINAL DECREE

This cause having come on for hearing before this Court upon the pleadings and upon the testimony, both oral and documentary, introduced at the trial of this cause, and the same having been argued by counsel both orally and upon briefs submitted, and the Court having made and filed its findings of fact and conclusions of law herein on the 3rd day of March, 1943:

It is hereby ordered, adjudged and decreed as follows:

(1) That the defendants, The Crescent Amusement Company, a corporation, Muscle Shoals Theatres, a partnership, Rockwood Amusements, Inc., Cherokee Amusements, Inc., Lyric Amusement Company, Inc., and Kentucky Amusement Company, Inc., be and they hereby are enjoined and restrained from continuing in combination with each other and with each of the distributors, Paramount, Fox and Warner, in making franchises with the purpose and effect of maintaining their theatre monopolies and preventing independent theatres from competing with them; and are further enjoined and restrained from entering into any similar combinations and conspiracies having similar purposes and objects.

(2) That the defendants, The Crescent Amusement Company, Muscle Shoals Theatres, Rockwood Amusements, Inc., Cumberland Amusement Company, a corporation, Cherokee Amusements, Inc., Anthony Sudekum, Kermit C. Stengel, and Louis Rosebaum, be, and they hereby are, enjoined and restrained from continuing in combination with each other for the purpose of dividing the territory in which theatres may be operated by any of them pursuant to implied agreements among themselves; and are further enjoined and restrained from entering into any similar combinations and conspiracies having similar purposes and objects.

(3) That the defendants, The Crescent Amusement Company, Muscle Shoals Theatres, Rockwood Amusements, Inc., Cumberland Amusement Company, a cor-

poration, Cherokee Amusements, Inc., Anthony Sudekum, Kermit C. Stengel, and Louis Rosenbaum, be, and they are hereby enjoined and restrained from continuing in combination with each other for the purpose and with the effect of eliminating, suppressing and preventing independent competition in the territory in which each operates; and are further enjoined and restrained from entering into any similar combinations and conspiracies having similar purposes and objects.

(4) That the defendants, The Crescent Amusement Company, Muscle Shoals Theatres, Rockwood Amusements, Inc., Cumberland Amusement Company, a corporation, Cherokee Amusements, Inc., Anthony Sudekum, Kermit C. Stengel, and Louis Rosenbaum, be, and they hereby are, enjoined and restrained from continuing in combination with each other, and with Paramount, Fox, Warner, Loew's RKO, and United Artists in licensing films for the purpose and with the effect of maintaining their theatre monopolies and preventing independent theatres from competing with them; and are further enjoined and restrained from entering into any similar combinations and conspiracies having similar purposes and objects.

(5) That the defendant United Artists Corporation, be, and it hereby is, enjoined and restrained from continuing in combination with Cumberland, Rockwood, and Stengel to eliminate its independent theatre competition at Rogersville, Tennessee; and is further enjoined and restrained from entering into any similar combinations having similar purposes and objects.

(6) That the defendant United Artists Corporation be, and it hereby is, enjoined and restrained from continuing in combination with Rosenbaum, Sudekum, Rockwood, and Stengel to eliminate independent theatre competition of Muscle Shoals at Athens, Alabama; and is further enjoined and restrained from entering into any similar combinations having similar purposes and objects.

(7) That each of the defendants, The Crescent Amusement Company, Muscle Shoals Theatres, Rockwood Amusements, Inc., Cumberland Amusement Company, and Cherokee Amusements, Inc., be, and it hereby is, enjoined and restrained from creating or maintaining an unreasonable monopoly of the business of operating theatres in the towns of Tennessee, Northern Alabama, and Central and Western Kentucky, in which each has theatres.

(8) That each of the defendants, The Crescent Amusement Company, Muscle Shoals Theatres, Rockwood Amusements, Inc., Cumberland Amusement Company, and Cherokee Amusements, Inc., be, and it hereby is, enjoined and restrained from combining its closed towns with its competitive situations, in licensing films for the purpose and with the effect of compelling the major distributors to license films on a non-competitive basis in competitive situations and to discriminate against its independent competitors in licensing films.

(9) That each of the defendants, The Crescent Amusement Company, Muscle Shoals Theatres, Rockwood Amusements, Inc., Cumberland Amusement Company, and Cherokee Amusements, Inc., its officers, agents or servants, be and it hereby is enjoined and restrained from coercing or attempting to coerce independent operators into selling out to it, or to abandon plans to compete with it by predatory practices.

(10) That all existing franchises to which the Crescent Amusement Company, Muscle Shoals Theatres, Rockwood Amusements, Inc., Cumberland Amusement Company, Cherokee Amusements, Inc., Lyric Amusements Company, Inc., Kentucky Amusement Company, Inc., Anthony Sudekum, Kermit C. Stengel, or Louis Rosenbaum, hereinafter referred to as the exhibitor defendants, is a party, be, and they hereby are, declared invalid, except insofar as any such franchise may relate to theatres operated by any of said defendants in Nashville, Ten-

nessee, the validity of which the Court does not expressly adjudicate in this cause.

(11) That all existing agreements not to compete in the future to which any exhibitor defendant is a party, be, and they hereby are, declared invalid.

(12) That each exhibitor defendant be, and hereby is, enjoined and restrained from conditioning the licensing of films in any competitive situation outside Nashville, Tennessee, upon the licensing of films in any other theatre situation.

(13) That each of the corporate exhibitor defendants, be, and it hereby is, required to divest itself of the ownership of any stock or other interest in any other corporate defendant, or affiliated corporation, with the exception of Strand Enterprises, Inc., and each such defendant is hereby enjoined and restrained from acquiring the ownership of any stock or other interest in any other corporate defendant, or affiliated corporation, with the exception of Strand Enterprises, Inc.

(14) That the defendant, Louis Rosenbaum, be, and he hereby is, required to divest himself of any interest which he may have in any of the corporate defendants, and said defendant Rosenbaum is hereby enjoined and restrained from acquiring any interest in said corporate defendants.

(15) That the defendant, Anthony Sudekum, be, and he hereby is, required to resign as an officer of any corporation except the Crescent Amusement Company, which is affiliated with and exhibitor defendant, and said defendant is enjoined and restrained from acquiring any control over any such affiliated corporation, except the Crescent Amusement Company, by acting as an officer thereof, or otherwise.

(16) That the defendant, Kermit C. Stengel, be, and he hereby is, required to resign as an officer of any corporation, except one defendant corporation of his choice, which is affiliated with any exhibitor defendant, and said defendant is enjoined and restrained from acquiring any control over any such affiliated corporation, except the

corporation of his choice, by acting as an officer thereof, or otherwise.

(17) Wherever reference is made in this decree to affiliated corporations such reference shall not include the following corporations: Bijou-Louisiana Corporation, Shreveport Theatre Corporation, Bijou-Pensacola Corporation, Bijou-Ft. Worth Corporation, Ace Theatre Corporation, Lincoln Amusement Company, Lewisburg Theatre Company, The Auditorium Company, Hippodrome Attractions, Stock Yards, Ricks Hosiery Mills, Springfield Woolen Mills, Mid-State, Chickasaw, Dickson and Nu-Strand Corporation.

(18) That the acts of dissolution described in paragraphs (13), (14), (15), and (16) hereof, shall be performed within one year from date of entry of this decree.

(19) That the exhibitor defendants, and each of them be, and they hereby are, enjoined and restrained from acquiring a financial interest in any additional theatres, outside Nashville, Tennessee, in any town where there is already located a theatre, whether in operation or not, unless the owner of such theatre should voluntarily offer to sell same to either of the exhibitor defendants, and when none of said defendants, their officers, agents or servants are guilty of any of the acts or practices prohibited by paragraph nine (9) hereof.

(20) That the jurisdiction of this cause is retained for the purpose of enabling any of the parties to this decree to apply to the Court at any time for such further orders and decrees as may be necessary or appropriate for the construction or carrying out of this decree, for modification or termination of any of the provisions thereof, for the enforcement or compliance therewith and for the punishment of violations thereof.

(21) That the costs of this action shall be taxed against the exhibitor defendants.

(22) That the Bill of Complaint be, and it hereby is, dismissed as to the defendants, Strand Enterprises, Inc.,

Universal Pictures Company, Inc., Universal Film Exchanges, Inc., Columbia Pictures Corporation, and R. E. Baulch, upon the merits.

Enter: May 17, 1943.

ELMER D. DAVIES
*United States District Judge*

UNITED STATES v.
CRESCENT AMUSEMENT COMPANY, INC., *et al.*

Civil Action No.: 54

Year Modification Entered: 1945

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE MIDDLE DISTRICT OF TENNESSEE.

Civil Action No. 54.

UNITED STATES OF AMERICA, PLAINTIFF,

VS.

CRESCENT AMUSEMENT COMPANY, ET AL., DEFENDANTS.

ORDER

The final judgment in this case entered on May 17, 1943, having been appealed to the United States Supreme Court by the plaintiff and certain of the defendants herein, said Court having affirmed said judgment on the defendants' appeal, bearing docket no. 19, and reversed said judgment on the plaintiff's appeal bearing docket No. 18, on December 11, 1944, the mandates of said Court having issued pursuant to said decision on January 18, 1945 and having been filed in this Court on January 23, 1945, attached hereto and expressly made a part hereof and this order in accordance with said mandates having been approved as to form by all parties to said appeals:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that paragraph (19) of said final judgment entered herein on May 17, 1943, be stricken therefrom and the following paragraph, numbered (19), be made a part of said judgment in lieu of said stricken paragraph:

> "The exhibitor defendants, and each of them, be, and they hereby are, enjoined and restrained from acquiring a financial interest in any additional theatres outside Nashville, Tennessee, except after an

affirmative showing that such acquisition will not unreasonably restrain competition.

"Such showing shall be made before this Court upon reasonable notice to the Attorney General at Washington, D. C."

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that paragraph (18) of said final judgment is modified by substituting for the words "date of entry of this decree" the words "January 18, 1945."

Enter February 20, 1945.

/s/ ELMER D. DAVIES
*United States District Judge*

Entered this 20th day of February, 1945.

UNITED STATES v.
CRESCENT AMUSEMENT COMPANY, INC., *et al.*

Civil Action No.: 54

Year Modification Entered: 1947

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE MIDDLE DISTRICT OF TENNESSEE.
NASHVILLE DIVISION

Civil Action No. 54.

UNITED STATES OF AMERICA, PLAINTIFF,

VS.

CRESCENT AMUSEMENT COMPANY, ET AL., DEFENDANTS.

ORDER

The petition of The Crescent Amusement Company, Rockwood Amusements, Inc. and Kermit C. Stengel, filed herein on June 10, 1947, and the petition of Cherokee Amusements, Inc., filed herein on June 25, 1947, came on to be heard before the Court upon the proof, statement and argument of counsel, and upon consideration of which, it is ORDERED, ADJUDGED and DECREED by the Court that Paragraph (18) of the final decree of May 17, 1943, as amended, be amended or modified so as to grant the petitioners herein six months after the decision of the Supreme Court of the United States becomes final in the case of United States v. Paramount Pictures, Inc. et al,

within which to complete their compliance with Paragraphs (13) and (16) of the decree, with leave to petitioners to apply within sixty days after such decision becomes final, for such further relief as may be appropriate in the light of the final decision of the Supreme Court of the United States in said case of United States v. Paramount Pictures, Inc. et al. The United States excepts to the action of the Court.

Approved for entry:

Enter this the 3rd day of July, 1947.

/s/ ELMER D. DAVIES
*United States District Judge*

UNITED STATES v.
GENERAL SHOE CORPORATION

Civil Action No.: 2001

Year Judgment Entered: 1956

IN THE UNITED STATES DISTRICT COURT

FOR THE MIDDLE DISTRICT OF TENNESSEE

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|---|---|---|
| UNITED STATES OF AMERICA, | : | |
| Plaintiff, | : | |
| v. | : | Civil Action No. 2001 |
| GENERAL SHOE CORPORATION, | : | |
| Defendant. | : | Filed February 17, 1956 |

FINAL JUDGMENT

Plaintiff, United States of America, having filed its complaint herein on the 29th day of March 1955, and defendant, General Shoe Corporation, having appeared and filed its answer to such complaint denying the substantive allegations thereof; and no testimony having been taken and said plaintiff and defendant having severally consented to the making and entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, without admission in respect to any issue, and without any findings of fact, and the Court having considered the matter and being duly advised,

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 hereto, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

I

This Court has jurisdiction of the subject matter hereof and of the parties hereto. The complaint states a claim against defendant General Shoe Corporation under Section 15 of the Act of Congress of October 15, 1914, entitled "An Act to Supplement Existing Laws against Unlawful Restraints and Monopolies and for Other Purposes," commonly known as the Clayton Act, as amended.

II

As used in this Final Judgment:

(A) "General" shall mean that General Shoe Corporation, a corporation organized and existing under the laws of the State of Tennessee;

(B) "Defendant General" shall mean General and all of its subsidiaries;

(C) "Subsidiary" shall mean in respect to any corporation including General, a second corporation a majority of whose outstanding voting stock is owned or directly or indirectly controlled by such first corporation;

(D) "Shoe manufacturer" shall mean any corporation engaged in the business of manufacturing shoes;

(E) "Large shoe manufacturer" shall mean any shoe manufacturer which, with its subsidiaries, affiliates, successors and assigns, produced in the preceding year more than three million (3,000,000) pairs of shoes;

(F) "Shoe retailer" shall mean any corporation which sells shoes at retail and which receives at least 25% of its income from the sale of shoes;

(G) "Affiliated retail outlet" shall mean any outlet or department where shoes are sold at retail and which is owned, operated or leased by defendant General;

(H) "Independent retail outlet" shall mean any outlet or department where shoes are sold at retail and which is not an affiliated retail outlet (the fact that an outlet buys shoes from defendant General shall not affect its status as an independent retail outlet);

(I) "Shoe wholesaler" shall mean any corporation which sells shoes at wholesale and which receives at least 25% of its income from the sale of shoes;

(J) "Patents" shall mean any, some or all claims in the following United States Letters Patent:

(1) Letters Patent owned by defendant General on the date of entry of this Final Judgment;

(2) Letters Patent which may be granted on applications for Letters Patent which applications are on file in the United States Patent Office and owned by defendant General on the date of entry of this Final Judgment;

(3) Letters Patent which may be granted on applications for Letters Patent which applications are filed and owned by defendant General in the United States Patent Office within a period of five (5) years following the date of entry of this Final Judgment;

(4) Letters Patent which may be acquired by defendant General or under which General acquires the right to grant licenses within a period of five (5) years following the date of entry of this Final Judgment, and reissues and extensions thereof;

(5) Divisions, continuations, reissues or extensions of the Letters Patent described above in clauses (1), (2) and (3)

which relate to the manufacture of shoes or the machinery for such manufacture.

III

The provisions of this Final Judgment applicable to defendant General shall apply to such defendant, its officers, agents, servants, employees, subsidiaries, successors and assigns, and to those persons in active concert or participation with it who receive actual notice of this Final Judgment by personal service or otherwise, but shall not apply to transactions solely between General and said officers, agents, servants, employees, subsidiaries, or any of them when acting in such capacity. The provisions of this Final Judgment shall relate only to activities or operations of defendant General within the continental limits of the United States. General is ordered and directed to take such steps as are necessary to secure compliance by

its officials, subsidiaries, and such other persons, described above, with the terms of this Final Judgment

IV

(A) Until October 1, 1956, defendant General is enjoined and restrained from acquiring, directly or indirectly, any shares of stock or assets of, or any controlling or ownership interest in, any shoe manufacturer, shoe retailer or shoe wholesaler;

(B) After October 1, 1956, defendant General is enjoined and restrained, for a period of five (5) years from the date of entry of this Final Judgment, from acquiring, directly or indirectly, any shares of stock or assets of, or any controlling or ownership interest in, any shoe manufacturer, shoe retailer or shoe wholesaler except (1) with the approval of the plaintiff or (2) after an affirmative showing to the satisfaction of this Court, upon thirty(30) days notice to the plaintiff, that such acquisition will not substantially lessen competition or tend to create a monopoly in the manufacture, distribution or sale of shoes;

(C) After October 1, 1956 nothing contained in this Section IV shall prevent the defendant General from acquiring, directly or indirectly, any shares of stock or assets of, or any controlling or ownership interest in, any shoe manufacturer, shoe retailer or shoe wholesaler where:

(1) such corporation to be acquired faces imminent bankruptcy or will not be able to continue in business and has made bona fide efforts to sell its shares of stock or assets or other controlling or ownership interest to not less than three (3) other potential purchasers without receiving any reasonable offers from them or any other person; or

(2) such acquiring will only result in the defendant General's obtaining the ownership or control of an independent outlet which is the substantially equivalent replacement of an affiliated retail outlet which the defendant has lost or is losing by reason of loss of lease or acquisition.

Provided, however, that:

(a) the making of the exceptions contained in paragraphs (1) and (2) in this subsection (C) shall not be in derogation of the exceptions contained in subsection (B) above, and

(b) defendant General shall, at least fifteen (15) days before making any acquisition under subsections (C)(1) and (2) of this Section IV, submit to the plaintiff a written report outlining the facts on which it bases its conclusion that such acquisition constitutes an exception under said subsections;

(D) As used in this Section IV the term "assets" shall not be deemed to include items (such as shoes, materials, findings, machinery and equipment) bought and sold in the normal course of business;

(E) Nothing herein contained shall prohibit defendant General from leasing or subleasing, in the normal course of business, properties which at the time are not being used for the manufacture, distribution or sale of shoes;

(F) In any proceeding instituted under this Section IV neither the terms nor the entry of this Final Judgment shall be deemed to preclude either party from offering evidence as to acquisitions by defendant General prior to the entry of this Final Judgment, or as to activities of competitors.

V

Defendant General is ordered and directed, within two (2) years from the date of entry of this Final Judgment, to sell or otherwise divest itself of any and all capital stock owned or controlled by it, directly or indirectly, in any shoe manufacturer or shoe retailer other than a subsidiary of defendant General. If defendant General has not sold or divested itself of said stock at the expiration of said two (2) year period, defendant General shall then submit to this Court, for its approval, a plan for sale or divestiture of such stock so as to protect defendant General's investment therein but which (a) will divorce from defendant General any power or right to affect the affairs of said manufacturer or retailer and (b) will provide for the sale or divestiture of such stock within a reasonable time.

For each of its five (5) fiscal years (1955-1956 through 1959-1960) following the date of entry of this Final Judgment, defendant General is ordered and directed to purchase shoes produced by manufacturers other than itself and such purchases shall be at least twenty percent (20%) of the total volume of shoes sold by defendant General's affiliated retail outlets, provided, however, that defendant General may average such purchases over any two consecutive fiscal years.

VII

For five (5) years from the date of entry of this Final Judgment defendant General is enjoined and restrained from:

(A) Operating any affiliated retail outlet on a low profit margin for the purpose of injuring any independent retail outlet or outlets;

(B) Knowingly receiving quantity or other discounts on purchases of any supplies, parts or component units used in the manufacture, distribution or sale of shoes which are not available to other shoe manufacturers under like or similar conditions;

(C) Requiring any independent retail outlet to buy from defendant General all or any specified portion of its requirements for shoes.

VIII

(A) For five (5) years from the date of entry of this Final Judgment, General is ordered and directed:

(1) In so far as it now has or may acquire the power or authority to do so, to grant to any shoe manufacturer, not a large shoe manufacturer, making written request therefor, a nonexclusive and unrestricted license or sublicense to make, use and sell in the United States for the life of the patent, under any, some or all of its patents, without any limitation or condition whatsoever except that:

(a) a reasonable and nondiscriminatory royalty may be charged and collected;

(b) reasonable provision may be made for periodic inspection of the books and records of the licensee by

an independent auditor or other person acceptable to both the licensee and licensor, who shall report to the licensor only the amount of the royalty due and payable and no other information;

(c) the license may be nontransferable;

(d) reasonable provision may be made for cancellation of the license upon failure of the licensee to pay the royalties or to permit the inspection of its books and records as provided in this Section VIII;

(e) the license must provide that the licensee may cancel the license at any time after one (1) year from the initial date thereof by giving thirty (30) day's notice in writing to the licensor.

(2) Upon receipt of any written application for a license under any patent, to advise the applicant of the royalty it deems reasonable for the patent or patents to which the application pertains. If General and the applicant are unable to agree upon what constitutes a reasonable royalty, General may apply to this Court for a determination of a reasonable royalty, giving notice thereof to the applicant and the Attorney General, and shall make application forthwith upon request of the applicant. In any such proceeding the burden of proof shall be upon General to establish the reasonableness of any royalty requested. Pending the completion of any such court proceeding, the applicant shall have the right to make, use and sell under the patent or patents to which its application pertains, without the payment of royalty or other compensation, but subject to the following provisions: General may, with notice to the Attorney General, apply to this Court to fix an interim royalty rate pending final determination of what constitutes a reasonable royalty. If this Court fixes such interim

royalty rate, a license shall then issue providing for the periodic payment of royalties at such interim rate from the date of the making of such application by the applicant, and whether or not such interim rate is fixed, any final order may provide for such adjustments including retroactive royalties, as this Court may order after final determination of a reasonable and nondiscriminatory royalty, and such royalty rate shall apply to the applicant and to all other licensees under the same patent or patents;

(B) Nothing herein shall prevent any applicant from attacking at any time the validity or scope of any of the patents nor shall this Final Judgment be construed as imputing any validity or value to any of said patents.

IX

(A) Under written application therefor from any licensee under Section VIII herein, General is ordered and directed to furnish, within a reasonable time:

(1) A written manual, and such supplements thereto as are hereinafter provided for in subparagraph (2) of this paragraph (A) describing any special methods of manufacture used by General in connection with the licensed patents on the date of issuance of such manual in its commercial manufacture of shoes;

(2) On or about the first of July in each of the four calendar years commencing January 1, 1957, supplements to said manuals referred to in paragraph (1) above, bringing such manuals up to date.

(B) The furnishing of such manual and supplements shall be unconditional except that General may make a reasonable initial charge not to exceed $100 for the manual, plus a reasonable charge not to exceed $10, for each supplement. The furnishing of a manual or supplements thereto under paragraphs (1) and (2) of this Section IX shall not confer upon the recipient a license under any patents which cover any subject matter contained in said manual or supplements.

X

(A) For a period of five (5) years from the entry of this Final Judgment, after receipt of a written request, General is ordered and directed to send to the plant of any recipient of a manual under Section IX hereof, a person technically qualified in the special methods of manufacturing shoes under the licensed patents then being used by General to supplement, explain or demonstrate the technical information contained in said manual and supplements for the purpose of assisting such recipient to adapt to his commercial manufacture of shoes, the methods and processes described in said manual and supplements. For each such person General may charge an amount not to exceed his traveling and living expenses and the actual cost to General for the time involved. This Section shall not require General to send any such person outside of the continental limits of the United States;

(B) During a period of five (5) years from the entry of this Final Judgment any recipient of a manual under Section IX hereof shall, upon written application, and at his own expense, be permitted to visit a plant of defendant General using such special methods for the purpose of observing and being advised as to such special methods then being used by General in its commercial manufacturing of shoes, provided, however, that such visits may be restricted as follows:

(1) to not more than three officers or employees of the recipient at any one time;

(2) to not more than four such visits per year; and

(3) to a certain specifically designated time in any calendar month.

XI

Nothing contained in this Final Judgment shall be construed to impose upon defendant General any responsibility or liability to others except to furnish the matters and/or services specifically described in other Sections of this Final Judgment, and General shall not be deemed to have made any representation by furnishing such matters and/or services other than that such matters and/or services

conform to those used by General in its commercial manufacturing of shoes, nor shall said Sections be construed to create in anyone other than the plaintiff herein any rights or claims against defendant General that do not otherwise exist.

XII

For the purpose of securing compliance with this Final Judgment and for no other purpose, and subject to any legally recognized privilege, 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 General made to its principal office, be permitted (1) access during the office hours of General to those parts of the books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of General which relate to any of the subject matters contained in this Final Judgment, and (2) subject to the reasonable convenience of General and without restraint or interference from it to interview officers or employees of defendant General, who may have counsel present. Upon written request General shall submit such reports in writing to the Department of Justice with respect to 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 provided in this Section XII shall be divulged by any representative of the Department of Justice to any person other than a duly authorized employee of the Department except in the course of legal proceedings to which the United States of America is a party for the purpose of securing compliance with this Final Judgment or as otherwise required by law.

XIII

Jurisdiction is retained for the purpose of enabling either party 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 or termination of any of the provisions thereof, and for the enforcement of compliance therewith and punishment of violations thereof.

Dated: 17th day of February 1956

William E. Miller
United States District Judge

We hereby consent to the making and entry of this Final Judgment for the Plaintiff:

/s/ Stanley N. Barnes
Assistant Attorney General

/s/ James J. Coyle

/s/ W. D. Kilgore, Jr.

/s/ Charles F. B. McAleer

/s/ Ephraim Jacobs

/s/ Edward G. Gruis
Attorneys for Plaintiff

For the Defendant:

Donovan, Leisure, Newton & Irvine

/s/ James R. Withrow, Jr.
A Member of the Firm

Of Counsel

George S. Leisure
James R. Withrow, Jr.
William F. Rogers
Roberts & McInnis

Bass, Berry & Sims

/s/ F. A. Berry
A Member of the Firm

UNITED STATES v.
THIRD NATIONAL BANK IN NASHVILLE, *et al.*

Civil Action No.: 3849

Year Judgment Entered: 1968

# Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Third National Bank in Nashville, et al., and William B. Camp, Comptroller of the Currency (Intervenor)., U.S. District Court, M.D. Tennessee, 1968 Trade Cases ¶72,556, (Sept. 19, 1968)



United States v. Third National Bank in Nashville, et al., and William B. Camp, Comptroller of the Currency (Intervenor).

1968 Trade Cases ¶72,556. U.S. District Court, M.D. Tennessee, Nashville Division. Civil Action No. 3849. Entered September 19, 1968. Case No. 1819 in the Antitrust Division of the Department of Justice.

## Clayton Act

**Bank Merger—Creation and Sale of New Banking Organization—Consent Decree.**—In settlement of a bank merger case, a consent judgment required the acquiring bank to organize a viable new banking organization and, as soon as practicable after issuance of a charter, to sell all of the shares of the stock of the new bank to a purchaser approved by the government.

For the plaintiff: Edwin M. Zimmerman, Asst. Atty. Gen.; Baddia J. Rashid, W. D. Kilgore, Jr., Charles L. Whittinghill, James L. Minicus and Charles F. B. McAlcer, Attys., Dept. of Justice.

For the defendants: Frank M. Farris, Jr. and Edwin F. Hunt.

### Final Judgment

MILLER, D. J.: Plaintiff, United States of America, having filed its complaint herein on August 10, 1964, pursuant to Section 4 of the Sherman Act, 15 U. S. C. 4, and Section 15 of the Clayton Act, 15 U. S. C. 25, seeking to enjoin the merger of defendant banks on the ground that said merger constituted a violation of Section 1 of the Sherman Act, 15 U. S. C. 1, and Section 7 of the Clayton Act, 15 U. S. C 18; defendants Third National Bank in Nashville and Nashville Bank and Trust Co. having appeared and filed answers to such complaint, denying the substantive allegations thereof; the Comptroller of the Currency having been permitted to intervene as a party hereto by Order of this Court dated February 28, 1966; this Court on December 16, 1966, after trial, having entered judgment for defendants, dismissing the complaint; plaintiff having appealed to the Supreme Court of the United States; the Supreme Court having on March 4, 1968, remanded this case to the District Court for further proceedings pursuant to its March 4, 1968, opinion; but such further proceedings having not yet taken place; plaintiff, defendant Third National Bank in Nashville, by its attorneys, having consented to the making and entry of this Final Judgment without this Final Judgment constituting any evidence or an admission by either party hereto with respect to any issue of fact or law herein, and this Court having considered the matter and being duly advised;

Now, Therefore, 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 under Section 7 of the Clayton Act, 12 U. S. C. 18, upon which relief may be granted against Third National Bank in Nashville.

II

[ *Definitions*]

As used in this Final Judgment:

(A) "Third National" shall mean defendant Third National Bank in Nashville which is a merger of defendant Third National Bank in Nashville and defendant Nashville Bank and Trust Company;

(B) "Nashville Bank" shall mean Nashville Bank and Trust Company;

(C) "New Bank" shall mean the banking organization to be organized pursuant to Section IV hereunder.

**III**

**[ *Applicability*]**

The provisions of this Final Judgment shall be binding upon each defendant and upon its officers, directors, agents, servants, employees, successors and assigns, and upon 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**

**[ *New Organization*]**

Third National is ordered and directed to take such steps as may be necessary to organize a viable new banking organization to be known as either "Nashville Bank and Trust Company" or "Nashville Bank and Trust Company, N. A." and with its principal office to be located at 315 Union Street in the City of Nashville, Tennessee, which location was acquired by Third National in aforesaid merger and formerly housed the principal banking operations of Nashville Bank prior to the merger; and to accomplish this objective in the shortest possible time, and in the furtherance thereof Third National shall:

**[ *Charter*]**

(A) Promptly apply for and diligently prosecute an application to the appropriate governmental agency for a bank charter for New Bank with all usual powers, including trust powers, and, on behalf of New Bank, file for and diligently prosecute an application to the Federal Deposit Insurance Corporation for deposit insurance. Third National shall continue to exert its best efforts to establish New Bank and diligently pursue such establishment to consummation.

**[ *Financing*]**

(B) Provide as to the initial capital of New Bank the minimum sum of $4,000,000.00 of which $2,000,000.00 shall be in cash and the balance shall be in the form of real estate and equipment consisting of the fee simple titles and leaseholds described and to be transferred as follows:

1. By deed of special warranty and other appropriate instruments, the fourteen story office building known as the Nashville Trust Building at 315 Union Street, and also the building known as the Nashville Bank and Trust Company Parking Garage at 225 Third Avenue, North, together with the furniture, fixtures and equipment located therein and the land on which both of the said buildings are located. A more complete description of said real estate and equipment is attached as Appendix A to this decree. Unless otherwise agreed upon the value of these buildings and equipment shall be established by two independent appraisers nominated by the Nashville Board of Realtors and approved by this Court.

2. By assignment of lease, and other appropriate instruments, the building, equipment and fixtures and entire leasehold estate on premises occupied by the Murfreesboro Road Branch, all as more particularly described in Appendix B to this decree. The value of this building, the lease and said equipment shall be established as provided in (1) above.

3. By deed of general warranty and other appropriate instruments, the land and building presently occupied by the Branch at 4045 Nolensville Road, together with all equipment and fixtures located therein. These assets are

more particularly described in Appendix C to this decree. The value of this land, building and equipment shall likewise be determined in the same manner as that provided in (1) and (2).

**[ *Transfer of Accounts*]**

(C) Upon its organization being completed, transfer to New Bank all business, including but not limited to checking, time and savings accounts, loans and discounts and safe deposit vault accounts, but excepting accounts in the Trust Department, located at each of the three banking offices described in (B) above. The deposits of each of the banking offices shall be essentially as large as their deposit totals as of February 29, 1968. New Bank will assume all liabilities of the lessee pursuant to the lease on the Murfreesboro Road Branch and will agree to save and hold harmless Third National from any and all liabilities arising out of the accounts, deposits, leases or other items transferred pursuant to this paragraph. Loans and discounts and other assets transferred shall equal the deposit liabilities assumed by New Bank. Real estate and personalty taxes for the year 1968 attributable to the assets and capital transferred to the extent not separately assessed shall be allocated between Third National and New Bank according to book value as of February 29, 1968, and prorated as of the date of deed or other conveyance.

**[ *Management and Personnel*]**

(D) Exercise its best efforts to obtain qualified management personnel and other employees to adequately staff the New Bank. This shall include at least one person who, among other things, would be capable of operating a Trust Department. Third National shall make available to any employee of Nashville Bank who shall have been employed by Nashville Bank and Third National for a continuous period of at least five years immediately prior to the date of entry of this Final Judgment and who shall become an employee of New Bank within a period of one year from the date of granting of its charter, the vested interest in the pension fund which any said employee has earned while an employee of Third National Bank under the terms and conditions of the Third National Retirement Plan.

**[ *Directors*]**

(E) Provide for an initial Board of Directors of New Bank to consist of not less than five nor more than fifteen members, all of which shall be acceptable to the parties hereto. None shall be present directors of Third National except those who had served as directors of Nashville Bank prior to the merger.

**[ *New Bank as Defendant*]**

(F) Cause New Bank to file an appearance in this action as a party defendant and agree to be bound by such orders and directions as the Court may enter.

**[ *Post-Charter Assistance*]**

(G) For a period of three years from the date of grant of charter to New Bank, Third National is ordered and directed upon request of New Bank and under such terms and conditions as Third National services are available to its correspondents,

(1) To make available to New Bank a participation or participations in loans whose terms and conditions are mutually satisfactory;

(2) To handle lines of credit which are in excess of legal limits of New Bank on such terms and conditions as are mutually acceptable;

(3) To make available computer services, credit department services and investment advice.

**[ *Sale of New Bank*]**

(H) As soon as practicable after issuance of a charter to New Bank, sell all of the shares of the stock of New Bank to purchaser, who shall be first approved by the Plaintiff under terms and conditions approved by the Plaintiff; in the event such shares of stock in New Bank are not sold within one year after issuance of a charter to New Bank Third National shall, within sixty (60) days thereafter, distribute all of the shares of stock of New Bank pro rata to the shareholders of Third National and the shares of stock of New Bank shall be fully negotiable and transferable by such shareholders.

**[ *Stock Acquisition Ban*]**

(I) After such sale or distribution to its shareholders Third National is enjoined and restrained from acquiring or holding for its own account any shares of stock or other financial interest in New Bank, nor from the date of such sale or distribution shall it have as an officer or director any person who at the same time is an officer or director of New Bank.

**V**

**[ *Inspection and Compliance*]**

For the purpose of determining or securing compliance with this Final Judgment and for no other purpose, and subject to any legally recognized privilege, 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 any defendant at its principal office, be permitted:

1. 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 such defendant relating to any matters contained in this Final Judgment; and

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

Upon such written request of the Attorney General or of the Assistant Attorney General in charge of the Antitrust Division, shall submit such reports in writing to the Department of Justice with respect to matters contained in this Final Judgment as may, from time to time, be requested for the determining or securing enforcement of this Final Judgment. 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 plaintiff, except in the course of court proceedings to which the United States of America is a party for the purpose of securing compliance with this Final Judgment or as otherwise required by law.

**VI**

**[ *Jurisdiction Retained*]**

Jurisdiction is retained by this Court for the purpose stated in Section V of this Final Judgment and for the purpose of enabling any party 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, the modification of any provision thereof, for the enforcement of compliance herewith, and for the punishment of violations hereof.

UNITED STATES v.
BLUE BELL, INC., *et al.*

Civil Action No.: 7004

Year Judgment Entered: 1976

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

| | | |
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| UNITED STATES OF AMERICA,<br><br>Plaintiff,<br><br>vs.<br><br>BLUE BELL, INC. and GENESCO, INC.,<br><br>Defendants. | ]<br>]<br>]<br>]<br>]<br>]<br>]<br>]<br>]<br>] | Civil Action No. 7004 |

JUDGMENT APPROVING AMENDED PLAN FOR RELIEF

Plaintiff, the United States of America, having filed its complaint herein on April 25, 1973, the issues having been tried beginning on May 20, 1974, the Court having filed its Memorandum Opinion and its Findings of Fact and Conclusions of Law herein on February 19, 1975, a post-trial hearing on relief having been held on March 28, 1975, Blue Bell, Inc. on April 1, 1976, having moved for leave to file an Amended Plan For Relief and a proposed final judgment, Plaintiff on April 13, 1976, having moved for entry of its proposed final judgment, the motions of both parties and the testimony of three witnesses in support of the Amended Plan For Relief of Blue Bell, Inc. having been heard on April 23, 1976, and the Court on June 1, 1976, having filed its Findings of Fact and Conclusions of Law Concerning Relief approving the Amended Plan For Relief submitted by Blue Bell, Inc.,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. This Court has jurisdiction of the subject matter hereto and the parties hereto.

2. The acquisition by Blue Bell, Inc. of two manufacturing plants located at Elkton and Tompkinsville, Kentucky, certain inventories and accounts receivable and certain other assets of Genesco, Inc. pursuant to an agreement dated July 12, 1972, is found by the Court to have violated Section 7 of the Clayton Act, 15 U.S.C. Sec. 18.

3. The Amended Plan for Relief submitted by Blue Bell, Inc. and filed on April 1, 1976 is hereby approved.

4. Blue Bell, Inc. shall take all steps necessary and useful to the carrying out of said Amended Plan For Relief as therein set forth and shall report to the Court at the end of twelve months as to its compliance with this judgment.

Dated: Nashville, Tennessee
June 16, 1976.

United States District Judge

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

| | | |
|---|---|---|
| UNITED STATES OF AMERICA, | : | |
| Plaintiff, | : | |
| v. | : | Civil Action No. 7004 |
| BLUE BELL, INC. and GENESCO, INC., | : | |
| Defendants. | : | |

AMENDED PLAN FOR RELIEF

In accordance with the Order of this Court filed April 1, 1975, defendant Blue Bell, Inc. ("Blue Bell") submits the following amended plan for relief:

1. Blue Bell shall sell to First National Company, a wholly-owned subsidiary of Washington Industries, Inc., the manufacturing plant located at Elkton, Kentucky and its related machinery and equipment in accordance with the attached contract of sale.

2. Within a period of twelve months from the entry of a final order approving this Plan, Blue Bell shall either (i) divest itself of the manufacturing plant located at Tompkinsville, Kentucky and its related machinery and equipment or (ii) convert such plant to the manufacture of products other than industrial rental garments. In the event of (ii) above, such plant shall not be used for the manufacture of industrial rental garments for a period of not less than five (5) years after such conversion.

3. Blue Bell is enjoined and restrained for a period of ten (10) years from the date of entry of this Final Judgment from acquiring, directly or indirectly, any interest in or any of the assets (except products sold in the ordinary course of business), business, goodwill, or capital stock of any person engaged in the United States in the manufacture and sale of industrial rental garments to rental laundries, except with the prior approval of the plaintiff, or failing such approval, with the prior approval of the Court upon a showing by Blue Bell that the effect of such acquisition will not be substantially to lessen competition or to tend to create a monopoly in the manufacture and sale of industrial rental garments to rental laundries. The terms of this paragraph shall not apply to any such acquisition if the total dollar sales of industrial rental garments to rental laundries from the acquired company, assets, business or interest were less than $250,000 in the year preceding the acquisition and if the total of such sales accounted for by all such acquisitions during the immediately preceding five years total less than $750,000.

Dated: Nashville, Tennessee
April 1, 1976

Respectfully submitted,

CARMACK COCHRAN
MARTIN & COCHRAN
226 Third Avenue, North
Nashville, Tennessee 37201

ROY H. STEYER
RICHARD E. CARLTON
CARROLL E. NEESEMANN
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48 Wall Street
New York, New York 10005

Attorneys for Defendant
Blue Bell, Inc.

UNITED STATES v.
BLUE BELL, INC., *et al.*

Civil Action No.: 7004

Year Modification Entered: 1978

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

| | | |
|---|---|---|
| UNITED STATES OF AMERICA,<br><br>Plaintiff,<br><br>vs.<br><br>BLUE BELL, INC., and<br>GENESCO, INC.,<br><br>Defendants. | ) | Civil Action No. 7004 |

ORDER MODIFYING AMENDED
PLAN FOR RELIEF

Judgment Approving Amended Plan For Relief of the defendant, Blue Bell, Inc., having been entered in this case on June 16, 1976, Judgment approving the Interim Report of the defendant, having been entered on April 12, 1977, and the Final Report of the defendant having been filed on June 30, 1977, and

The parties by and through their respective counsel having agreed that the Amended Plan For Relief be modified to permit defendant Blue Bell to manufacture coveralls for sale to industrial laundries at its Tompkinsville, Kentucky plant and good cause being shown therefor.

IT IS HEREBY ORDERED THAT:

1. The action is restored to the active calendar for purposes of this motion only.

2. The Judgment of this Court entered on June 16, 1976 approving the Amended Plan for relief submitted by defendant is amended so as to permit Blue Bell to manufacture coveralls for sale to industrial laundries at its Tompkinsville, Kentucky plant.

3. Except as modified by this Order, the Judgment shall remain in full force and effect.

Dated at Nashville, Tennessee
this 28th day of September, 1978.

United States District Judge

APPROVED FOR ENTRY

Charles S. Stark, Esq.
Attorney for Plaintiff

Antitrust Division
United States Department of Justice
Washington, D. C. 20530

Martin & Cochran
4th Floor, 226 3rd Ave., N.
Nashville, Tennessee 37201

By

Attorney for Defendant

Blue Bell, Inc.