

EXHIBIT A:

FINAL JUDGMENTS

(Ordered by Year Judgment Entered)

UNITED STATES v. LONE STAR CADILLAC COMPANY

Civil Action No. 9277

Year Judgment Entered: 1963

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Lone Star Cadillac Company., U.S. District Court, N.D. Texas, 1963 Trade Cases ¶70,739, (May 10, 1963)

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United States v. Lone Star Cadillac Company.

1963 Trade Cases ¶70,739. U.S. District Court, N.D. Texas, Dallas Division, Civil Action No. 9277. Entered: May 10, 1963. Case No. 1712 in the Antitrust Division of the Department of Justice.

Sherman Act

Refusal to Deal—Automobile Distributor Competing With Dealer-Customers—Consent Judgment.—

An automobile distributor and retailer was prohibited under the terms of a consent judgment, from selling automobiles to dealers under agreements prohibiting the dealers from selling to retail customers in the distributor-dealer's area. Also, the distributor was prohibited from refusing to sell to competing dealers, and will have to notify all dealers that they are free to sell to any person.

For the plaintiff: Lee Loevinger, William D. Kilgore, Charles F. B. McAleer, Donald F. Melchior, Eugene Driker, and Lawrence F. Noble, Attorneys, Department of Justice.

For the defendant: Irion, Cain, Cocke & Magee, by M. R. Irion.

Final Judgment

HUGHES, District Judge [*In full text*]: The plaintiff, United States of America, having filed its complaint herein on September 24, 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;

NOW, THEREFORE, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

I

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, as amended (15 U. S. C. Sec. 1), commonly known as the Sherman Act.

II

As used in this Final Judgment:

(A) "Lone Star" shall mean the defend ant Lone Star Cadillac Company with its present principal place of business in Dallas, Texas;

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

(C) "Cadillac" shall mean a new motor vehicle manufactured by the Cadillac Motor Car Division of the General Motors Corporation under the brand name "Cadillac";

(D) "Distributor" shall mean any person who engages in the business of purchasing Cadillac automobiles from the manufacturer thereof for resale to dealers;

(E) "Dealer" shall mean any person who engages in the business of purchasing Cadillac automobiles for resale to consumers.

III

The provisions of this Final Judgment shall apply to the defendant and to each of its subsidiaries, successors, assigns, officers, directors, servants, employees and agents, 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

Defendant Lone Star Cadillac Company is enjoined and restrained from:

(A) Entering into, maintaining, adhering to, enforcing or claiming any rights under any contract, agreement or understanding with any dealer which limits or restricts, directly or indirectly, the persons to whom, the prices at which, or the territory within which such dealer may sell Cadillac auto mobiles;

(B) Selling or offering to sell any Cadillac automobile to any dealer upon any condition or understanding which limits or restricts, directly or indirectly, the persons to whom, the prices at which, or the territory within which such dealer may sell Cadillac automobiles;

(C) Refusing to accept or honor orders for Cadillac automobiles from any dealer or reducing the number of Cadillac auto mobiles allocated to any dealer or in any way penalizing or threatening to penalize any dealer because of the persons to whom, the prices at which, or the territory within which such dealer has sold or attempted to sell or intends to sell Cadillac automobiles.

V

Defendant Lone Star is ordered and directed within thirty (30) days from the date of entry of this Final Judgment to:

(A) Terminate and cancel any provisions or terms of any contract, agreement or understanding, that is contrary to or inconsistent with any of the provisions of this Final Judgment;

(B) Serve by mail upon each of its dealers a confirmed copy of this Final Judgment;

(C) Notify each of its dealers by letter, in a form and content first approved by the Assistant Attorney General in charge of the Antitrust Division, that such dealer is free to sell Cadillac automobiles obtained from Lone Star to any person, at any price, and in any territory without restraint or interference by the defendant;

(D) Notify each of its dealers by letter, a copy of which is to be supplied to the Assistant Attorney General in charge of the Antitrust Division, of the method and procedures followed by Lone Star in the allocation of Cadillac automobiles to its dealers.

VI

Defendant Lone Star is ordered and directed within thirty (30) days from the date of entry of this Final Judgment and at least once each month thereafter for as long as Lone Star remains a distributor, to report to each dealer the following information:

(A) The number of Cadillac automobiles allocated by Cadillac Motor Car Division to Lone Star for distribution to such dealer;

(B) The number of Cadillac automobiles Lone Star is willing to accept orders for from such dealer out of such allocation.

VII

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

(A) Access, during the office hours of the defendant, to those books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of the defendant which relate to any matters contained in this Final Judgment;

(B) Subject to the reasonable convenience of the defendant and without restraint or interference from the defendant, to interview officers or employees of the defendant 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.

VIII

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.

UNITED STATES v. AMERICAN HOSPITAL SUPPLY CORP., ET AL.

Civil Action No. CA 3-1018

Year Judgment Entered: 1965

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. American Hospital Supply Corp. and W. H. Curtin & Co., U.S. District Court, N.D. Texas, 1965 Trade Cases ¶71,610, (Dec. 20, 1965)

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

United States v. American Hospital Supply Corp. and W. H. Curtin & Co.

1965 Trade Cases ¶71,610. U.S. District Court, N.D. Texas, Dallas Division. Civil Action No. CA 3-1018. Entered December 20, 1965. Case No. 1853 in the Antitrust Division of the Department of Justice.

Sherman and Clayton Acts

Acquiring Competitors—Hospital and Scientific Products—Consent Decree.—A distributor of hospital and scientific products was prohibited by a consent decree from acquiring the stock, assets or properties of a named distributor of such supplies, or from acquiring for five years the stock, assets or properties of any distributor of such products without giving the Justice Department 60 days' written notice.

For the plaintiff: Donald F. Turner, Assistant Attorney General, W. D. Kilgore, Jr., Gordon B. Spivack, John E. Sarbaugh, Bertram M. Long, Lawrence H. Eiger, Howard L. Fink, and Patricia M. Lines, Attorneys, Department of Justice.

For the defendant, American Hospital Supply Corp.: Charles F. Hough, Robert C. Keck, and James G. Hiering, of Spray, Price, Hough & Cushion, Chicago, Ill., Dan McElroy of Carrington, Johnson & Stephens, Dallas, Texas.

Final Judgment

HUGHES, District Judge: Plaintiff, United States of America, having filed its complaint herein on May 19, 1965; and the defendants having filed answers denying the material allegations of the complaint; American Hospital Supply Corporation (hereinafter called American), having represented to the Court that the defendants' agreement dated December 15, 1964 relating to the acquisition by defendant American of the assets and properties of defendant W. H. Curtin & Company (hereinafter called Curtin), has been terminated by mutual agreement of defendant American and defendant Curtin; American having represented that neither American nor Curtin has transferred customer accounts or employees to each other or made personnel changes or commingled nor in any way consolidated their assets, properties, and businesses; and the plaintiff and American having severally consented to the entry of this Final Judgment without any trial or adjudication of or finding on any issue of fact or law herein and without this Final Judgment constituting evidence or admission by either plaintiff or American in respect to any such issue;

Now, therefore, without any adjudication of any fact Or law herein, and without the taking of any testimony, and upon the consent as aforesaid of plaintiff and American, it is hereby

Ordered, adjudged and decreed:

I

[*Sherman and Clayton Acts*]

This Court has jurisdiction of the subject matter herein and of the parties hereto. The complaint on its face states a claim upon which relief may be granted against American under Section 1 of the Act of Congress of July 2, 1890 (15 U. S. C. § 1) commonly known as the Sherman Act and under Section 7 of the Act of Congress of October 15, 1914 (15 U. S. C. §18) as amended, commonly known as the Clayton Act.

II

[*Applicability*]

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

III

[*Acquisition Prohibited*]

American and all persons acting on its behalf are hereby enjoined from taking any action, directly or indirectly, to purchase or acquire the stock, assets, properties, or businesses of Curtin, or from merging and consolidating such assets, properties, or businesses, or acquiring any financial or other interest in Curtin, except that nothing herein shall preclude American from purchasing or acquiring goods, wares, and merchandise in connection with a bona fide purchase or sale in the regular course of business from Curtin.

IV

[*Definitions*]

As used herein:

(A) "Scientific instruments" means apparatus, equipment, instruments, specialized furniture and other related capital and reusable type products used primarily in laboratories engaged in biological, chemical, agricultural, medical and physical science research, quality control and education; and

(B) "Scientific supplies" means chemicals, disposable type items, and other consumable type products used primarily in the same kinds of scientific laboratories as "scientific instruments"; and

(C) "Scientific products" means and embraces both scientific instruments and scientific products; and

(D) "Scientific products distributor" means a corporation, partnership, or sole proprietorship regularly purchasing, stocking, and reselling a variety of scientific products in the United States to laboratories engaged in biological, chemical, agricultural, medical and physical science research quality control and education.

For a period of five (5) years from and after the date of entry of this Final Judgment, American and all persons acting on its behalf shall not directly or indirectly complete the purchase or acquire the stock, assets, properties, or businesses, or any part thereof (excepting purchases of goods, wares, and merchandise in connection with a bona fide purchase or sale in the regular course of business), or merge with, any scientific products distributor, or similar person engaged in the purchase, stocking, or resale of a variety of scientific products in the United States except upon sixty (60) days' prior written notice to the plaintiff, informing plaintiff as to the relevant facts of such proposed transaction.

V

[*Dissolution of Prior Order*]

The order entered in this cause on May 20, 1965 with the consent of the parties is hereby dissolved.

VI

[*Inspection and Compliance*]

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

(A) Access, during the office hours of said defendant, to books, ledgers, accounts, correspondence, memoranda, and other records in the possession or under the control of said defendant relating to any subject matters contained in this Final Judgment; and

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

Upon such written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, American shall submit such reports in writing with respect to the matters contained in this Final Judgment as from time to time may be necessary for the enforcement of this Final Judgment. No information obtained by the means provided for in this Section VI shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the United States except in the course of legal proceedings to which the United States is a party for the purpose of securing compliance with this Final Judgment or as otherwise required by law.

VII

[*Jurisdiction Retained*]

Jurisdiction is retained for the purpose of enabling any of the parties to this Final Judgment to apply to the Court at any time for such further orders or directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the modification, amendment, or termination of any of the provisions thereof, and for the enforcement of compliance therewith and the punishment of violations thereof; provided, however, that in no event shall this Final Judgment be enlarged or extended so as to apply to any acquisition other than a direct or indirect acquisition by American of the stock, assets, properties, or businesses of defendant Curtin.

UNITED STATES v. SOUTHWESTERN PEANUT SHELLERS ASSN.

Civil Action No. 3-6028-C

Year Judgment Entered: 1973

**Trade Regulation Reporter - Trade Cases (1932 - 1992), United States
v. Southwestern Peanut Shellers Assn., U.S. District Court, N.D. Texas,
1973-1 Trade Cases ¶74,273, (Jan. 29, 1973)**

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

United States v. Southwestern Peanut Shellers Assn.

1973-1 Trade Cases ¶74,273. U.S. District Court, N.D. Texas, Dallas Division. Civil Action No. 3-6028-C.
Entered January 29, 1973. Case No. 2264, Antitrust Division, Department of Justice.

Sherman Act

Price Fixing—Peanut Shellers—Brokerage Services—Consent Decree.—Southwestern peanut shellers were barred by a consent decree from agreeing commissions or fees to be paid to brokers of shelled peanuts, the amount or percentage by which contract prices for shelled peanuts will be changed in the event of a change in delivery time or on account of damaged, split or broken peanuts; or the use of credit in sales of shelled peanuts. However, after ten years, the defendants would not be barred from incorporating in recommended trading rules a schedule suggesting percentages or amounts for contract reductions based upon split or broken peanuts or a provision suggesting that sales of shelled peanuts shall be for cash unless otherwise agreed by the parties to the transaction, so long as the rule states that it may be freely adopted, modified or disregarded by the parties to the transaction. By-laws would have to be consistent with the judgment. Boycotting brokers was barred.

For plaintiff: Thomas E. Kauper, Asst. Atty. Gen., Baddia J. Rashid, Gerald A. Connell, Bernard M. Hollander, Samuel B. Prezis, Robert J. Ludwig, D. Bruce Pearson, and Charles S. Stark, Antitrust Div., Dept. of Justice. **For defendant:** W. B. West, III.

Final Judgment

TAYLOR, D. J.: Plaintiff, the United States of America, having filed its complaint herein on June 30, 1972, and plaintiff and defendant by their respective attorneys having each consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein and without this Final Judgment constituting evidence or an admission by any party with respect to any such issue:

Now, Therefore, before any testimony has been taken and without trial or adjudication of any issue of fact or law herein, and upon consent of the parties, it is hereby

Ordered, Adjudged and Decreed, as follows:

I

[Jurisdiction]

This Court has jurisdiction of the subject matter of this action and of the parties hereto. The Complaint states a claim upon which relief may be granted against the 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," as amended (15 U. S. C. § 1), commonly known as the Sherman Act.

II

[Applicability]

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

III

[*Commissions, Discounts, Credit*]

The defendant, whether acting unilaterally or in concert or agreement with any other person, is enjoined and restrained:

(A) From fixing, establishing, or maintaining, from urging, recommending, or suggesting, and from publishing or distributing any schedule, form of contract, or other recommendation concerning:

- (1) the commission or fee to be paid to brokers of shelled peanuts;
- (2) the amount or percentage by which contract prices for shelled peanuts will be changed in the event of a change in delivery time or on account of damaged, split or broken peanuts; or
- (3) the use of credit in sales of shelled peanuts.

Provided, however, that upon the expiration of a ten year period which shall commence upon the date of entry of this final judgment, the defendant shall not be prohibited from incorporating in its recommended trading rules, or otherwise publishing and distributing

- (1) a schedule suggesting percentages or amounts by which contract prices may be reduced in the event of damaged, split or broken peanuts; or
- (2) a provision suggesting that sales of shelled peanuts shall be for cash unless otherwise agreed by the parties to the transaction,

so long as any such rule, schedule or provision expressly states that it may be freely adopted, modified or disregarded by the parties to the transaction.

(B) From adopting, adhering to, maintaining, enforcing, or claiming any rights under any by-law, rule, regulation, plan or program which restricts or limits, or purports to restrict or limit the right of any of its members to determine, in accordance with his own business judgment:

- (1) the commission or fee to be paid to brokers of shelled peanuts;
- (2) the amount or percentage by which contract prices for shelled peanuts will be changed in the event of a change in delivery time, or on account of damaged, split or broken peanuts; or
- (3) the use of credit in sales of shelled peanuts.

(C) From boycotting any broker of shelled peanuts, or requiring, urging or requesting any of its members not to do business with any broker of shelled peanuts.

IV

[*Amendment of By-laws*]

(A) The defendant is ordered and directed within ninety (90) days from the date of entry of this Final Judgment to amend its by-laws, rules, and regulations by eliminating therefrom any provision which is contrary to or inconsistent with any provision of this Final Judgment.

(B) Upon amendment of its by-laws, rules and regulations as aforesaid, defendant is thereafter enjoined and restrained from adopting, adhering to, enforcing or claiming any rights under any by-law, rule or regulation which is contrary to or inconsistent with any of the provisions of this Final Judgment.

V

[*Notification*]

Defendant is ordered and directed to mail within sixty (60) days after the date of entry of this Final Judgment, a copy thereof to each of its members and to each broker of shelled peanuts known to defendant and within one

hundred twenty (120) days from the aforesaid date of entry to file with the Clerk of this Court, an affidavit setting forth the fact and manner of compliance with this Section V and Section IV(A) above.

VI

[Reports]

Defendant is ordered to file with the Plaintiff on each anniversary date of the entry of this Final Judgment for a period of ten years, a report setting forth the steps it has taken during the prior year to advise defendant's appropriate officers, directors and employees of its and their obligations under this Final Judgment.

VII

[Inspection and Compliance]

For the purpose of determining or securing compliance with this Final Judgment, and for 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, upon reasonable notice to defendant made to its principal office, be permitted, subject to any legally recognized privilege:

(A) Access during the office hours of said defendant to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or control of defendant relating to any of the matters contained in this Final Judgment; and

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

For the purpose of determining or securing compliance with this Final Judgment, defendant upon the written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, shall submit such written reports relating to any of the matters contained in this Final Judgment as may from time to time be requested. No information obtained by the means provided in this Section 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 to 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 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, or the modification of any of the provisions thereof or for the enforcement of compliance therewith, and for the punishment of violations of any of the provisions contained herein.

UNITED STATES v. AVIATION SPECIALTIES CO., INC., ET AL.

Civil Action No. 3-7722-E

Year Judgment Entered: 1974

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

UNITED STATES OF AMERICA)

Plaintiff,)

v.)

AVIATION SPECIALTIES CO., INC.;)
CLARK'S AERIAL SERVICE, INC.;)
DOTHAN AVIATION CORPORATION,)
INCORPORATED; and RALCO, INC.,)

Defendants.)

CIVIL ACTION

NO. 3-7722-E

Filed: February 1, 1974

Entered: March 13, 1974

FINAL JUDGMENT

Plaintiff, United States of America, having filed its Complaint herein on September 26, 1973, and the Plaintiff and Defendants, by their respective attorneys, having severally consented to entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, and without this Final Judgment constituting any evidence against or any admission by any party hereto with respect to any such issue,

NOW, THEREFORE, before the taking of any testimony, 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.

This Court has jurisdiction over the parties hereto. The Complaint states a claim upon which relief may be granted against the Defendants under Section 1, and this Court has subject matter jurisdiction by virtue of Section 4, of the

Act of Congress of July 2, 1890, as amended (15 U.S.C. § 1 and § 4), commonly known as the Sherman Act.

II.

As used herein the term:

(A) "Aerial services" refers to the scattering or spraying of wet or dry insecticides, chemicals, and liquids in combating insects, pests, animal, and vegetation diseases and forest fires.

(B) "Contractor" refers to a person or company engaged, among other things, in contracting to furnish aerial services, as defined herein, including not only the plane but also the service of pilots and maintenance of the plane.

III.

The provisions of this Final Judgment shall apply to each Defendant, its subsidiaries, successors, affiliates, related companies, and their officers, directors, employees or other persons in active concert or participation with any defendant who receive actual notice of this Final Judgment by personal service or otherwise.

IV.

Each of the Defendants is enjoined and restrained from entering into any agreement, arrangement, concerted activity, or understanding with any other contractor or any association of said contractors for the purpose of the following:

(A) Allocating or dividing customers, territories or markets for aerial service jobs;

(B) Submitting collusive, noncompetitive or rigged bids to awarding authorities soliciting bids on aerial service jobs;

(C) Fixing, stabilizing, or maintaining the amounts to be charged for providing aerial services or to be bid in offers to provide said services;

(D) Refraining from bidding to supply aerial services;

(E) Exchanging information concerning bids, prices, terms, costs or conditions of sale.

V.

Nothing herein, and specifically the provisions of paragraph IV hereof, shall be deemed to prohibit or enjoin any Defendant or others subject to this Judgment, from entering into, participating in, or maintaining with others, a joint venture or partnership whereby a single bid will be submitted and either the assets, equipment, personnel and/or facilities of each of the parties thereto will be combined to provide aerial services where the jobs for which bids are invited call for aerial services in such quantity or volume or under such other circumstances that each party to the joint venture or partnership could not reasonably bid on or perform the contract, alone. Provided, however, that such joint venture or partnership shall not be used or permitted to circumvent or evade any of the provisions of this Final Judgment or to implement other activities in derogation thereof, and provided further that a description of such agreement or understanding for a joint venture or partnership is attached to the bid.

VI.

Each Defendant is ordered for a period of five (5) years, to certify in writing, by one of its officers, at the time of each bid which it makes, that said bid was either independently arrived at by said Defendant and was not the result of any agreement or understanding with any competitor, or that the

submitted bid was a result of an agreement or understanding between two or more potential suppliers who seek by the bid to cooperatively furnish the aerial services, by joint venture, partnership, or otherwise, with a description of such agreement or understanding; and each defendant is further ordered to each attach a copy of said certification to its bid and retain in its files copies of such certifications which shall be made available to the Plaintiff for inspection upon reasonable demand. The certifications required herein are in addition to and not in lieu of any certifications as may be otherwise required.

VII.

For a period of ten (10) years from the date of entry of this Final Judgment each Defendant is ordered to file with the Plaintiff, on each anniversary date of this Final Judgment, a report setting forth the steps it has taken during the prior year to advise the Defendant's appropriate officers, directors, employees and members of its and their obligation under this Final Judgment.

VIII.

1. 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 any of the Defendants made to its principal office, be permitted, subject to any legally recognized privilege:

(A) Access, during office hours of said 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.

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

2. Upon written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, each Defendant shall submit such reports in writing with respect to the matters contained in this Final Judgment as may from time to time be requested.

3. No information obtained by the means permitted in this Section VIII shall be divulged by any representatives 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 to which the United States is a party for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

IX.

Jurisdiction is retained by this Court 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, for the modification of any of the provisions contained therein, for the enforcement of compliance therewith and for the punishment of violations thereof.

SIGNED and ENTERED this 13th day of March, 1974.

/s/ ELDON B. MAHON

United States District Judge

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Lubbock County Beverage Assn., Cecil's, Inc., Crossed Keys Package Store, Inc., Pinkie's, Inc., and The All Star Co., U.S. District Court, N.D. Texas, 1978-1 Trade Cases ¶62,036, (Apr. 3, 1978)

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United States v. Lubbock County Beverage Assn., Cecil's, Inc., Crossed Keys Package Store, Inc., Pinkie's, Inc., and The All Star Co.

1978-1 Trade Cases ¶62,036. U.S. District Court, N.D. Texas, Lubbock Division, Civil No. CA 5-76-126, Entered April 3, 1978, (Competitive impact statement and other matters filed with settlement: 43 *Federal Register* 3180).

Case No. 2544, Antitrust Division, Department of Justice.

Sherman Act

Price Fixing: Exchange of Information: Alcoholic Beverage Retailers: Consent Decree.— Four alcoholic beverage retailers were enjoined by a consent decree from entering into any agreement to fix prices and from exchanging any information with competitors as to the sale of alcoholic beverages. Their trade association was enjoined from convening meetings or conducting business with the effect of fixing prices; and each defendant retailer was barred from participating in any activities of the association that were inconsistent with the prohibitions contained in the decree.

For plaintiff: Hugh P. Morrison, Jr., Actg. Asst. Atty. Gen., Barry F. McNeil, Mary Coleen T. Sewell, Attys., Dept. of Justice, Dallas, Tex., Kenneth J. Mighell, U. S. Atty., Robert B. Wilson, Asst. U. S. Atty., Dept. of Justice, Lubbock, Tex. **For defendants:** Rob Becker, for Lubbock County Beverage Assn.; Aubrey J. Fouts, of Key, Carr, Evans & Fouts, Lubbock, Tex., for Cecil's, Inc.; Mark Smith, of Mark Smith & Associates, Lubbock, Tex., for Crossed Keys Package Store, Inc.; Donald Scott Thomas, of Clark, Thomas, Winters & Shapiro, Austin, Tex., for Pinkie's, Inc.; Clifford W. Brown, of Brown & Harding, Lubbock, Tex., for All Star Co.; James C. Lewis, of Jones, Trout, Flygare & Moody, Lubbock, Tex., for Kenneth Odom.

Final Judgment

WOODWARD, D. J.: Plaintiff, United States of America, having filed its Complaint herein on October 26, 1976, and plaintiff and defendants by their respective attorneys, having each consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein and without this Final Judgment constituting evidence or admission by plaintiff or defendants, or any of them, in respect to any such issue;

Now, Therefore, before any testimony has been taken and without trial or adjudication of any issue of fact or law herein, and upon consent of the parties as aforesaid, it is hereby

Ordered, Adjudged, and Decreed as follows:

I

[Jurisdiction]

This Court has jurisdiction of the subject matter herein and of the parties hereto. The Complaint states claims upon which relief may be granted against the defendants under Section 1 of the Sherman Act, 15 U. S. C. §1.

II

[Definition]

As used in this Final Judgment:

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

(B) "Alcoholic beverages" shall refer to beer, wine and distilled spirits.

(C) "Defendant corporation" shall refer to defendants Cecil's, Inc.; Crossed Keys Package Store, Inc.; Pinkie's, Inc.; and The All Star Company.

(D) "Defendant association" shall refer to all directors, officers, members, and employees of Lubbock County Beverage Association.

III

[Applicability]

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

[Price Fixing]

Each defendant corporation is enjoined and restrained from directly or indirectly:

(A) Entering into maintaining or furthering any contract, agreement, understanding, plan, program, combination or conspiracy with any other retailer of alcoholic beverages to raise, fix, stabilize or maintain prices for the sale of alcoholic beverages to any third person; and

(B) Soliciting, inducing or coercing any other retailer of alcoholic beverages to adopt or adhere to uniform or specific prices for the sale of alcoholic beverages to any third person.

V

[Exchange of Price Information]

Each defendant corporation is enjoined and restrained from communicating to or exchanging with any other retailer of alcoholic beverages any actual or proposed prices, price changes, or other terms or conditions of sale at or upon which any alcoholic beverage is to be or has been sold to any third person prior to communication of such information to the public or trade generally.

VI

[Trade Association Activities]

Each defendant corporation is enjoined and restrained from attending, organizing, joining, furthering, supporting, or participating in any activities of the defendant association or of any other association with knowledge that the purpose, conduct or activities of the same are inconsistent with the prohibitions contained in Sections IV and V of this Final Judgment.

VII

[Notice]

Each defendant corporation is ordered and directed to:

(A) Furnish within thirty (30) days after the date of the entry of this Final Judgment a copy thereof to each of its officers and directors, and to each of its agents and employees who have any responsibility for the pricing of alcoholic beverages.

(B) Furnish a copy of this Final Judgment to each successor to those officers, directors, agents and employees described in Subsection (A) of this Section VII, within thirty (30) days after each such successor is employed by or becomes associated with such defendant.

(C) File with this Court and serve upon the plaintiff within sixty (60) days from the date of entry of this Final Judgment, an affidavit as to the fact and manner of its compliance with Subsection (A) of this Section VII.

VIII

[Association Meetings]

(A) The defendant association is enjoined and restrained from directly or indirectly convening meetings or conducting business where the purpose or effect of such is to raise, fix, stabilize or maintain the prices of alcoholic beverages.

(B) The defendant association is ordered and directed to:

(1) Furnish within thirty (30) days after the date of the entry of this Final Judgment a copy thereof to each of its officers, directors, members, and employees, and any other retailer of alcoholic beverages in Lubbock County.

(2) File with this Court and serve upon the plaintiff within sixty (60) days from the date of entry of this Final Judgment an affidavit as to the fact and manner of its compliance with Subsection (1) of this Section VIII(B).

IX

[Inspections]

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

(1) access during the office hours of such defendant to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of such defendant relating to any matters contained in this Final Judgment; and

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

(B) A defendant, upon the written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, shall submit such reports in writing, under oath if requested, with respect to any of the matters contained in this Final Judgment as may from time to time be requested.

No information or documents obtained by the means provided in this Section IX shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the United States, except in the course of legal proceedings to which the United States is a party, or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

If at any time information or documents are furnished by a defendant to plaintiff, such defendant represents and identifies in writing the material in any such information or documents of a type described in Rule 26(c)(7) of the Federal Rules of Civil Procedure, and said defendant marks each pertinent page of such material, "Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then 10 days notice shall be given by plaintiff to such defendant prior to divulging such material in any legal proceeding (other than a Grand Jury proceeding) to which the defendant is not a party.

X

[Retention of Jurisdiction]

Jurisdiction is retained for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further order or directions as may be necessary or appropriate for the construction or the carrying out of this Final Judgment, for the modification of any of the provisions thereof, for the enforcement of compliance therewith and for the punishment of violations thereof.

XI

Entry of this Final Judgment is in the public interest.

UNITED STATES v. REVCO D.S., INC., ET AL.

Civil No. CA 3-81-0157-H

Year Judgment Entered: 1981

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	Civil No. CA 3-81-0157-H
)	
v.)	Filed: February 6, 1981
)	Entered: June 2, 1981
REVCO D.S., INC., and)	
ZALE CORPORATION,)	
)	
Defendants.)	

FINAL JUDGMENT

Plaintiff, United States of America, having filed its Complaint herein on February 2, 1981, and the plaintiff and the defendants, Revco D.S., Inc., and Zale Corporation, by their respective attorneys, having consented to the making and entry of this Final Judgment, without trial or adjudication of any issue of fact or law herein and without this Final Judgment constituting any evidence against or admission by any party with respect to any such issue;

NOW, THEREFORE, before any testimony has been taken and without trial or adjudication of any issue of fact or law herein and upon consent of the parties hereto, it is hereby,

ORDERED, ADJUDGED AND DECREED as follows:

I.

This Court has jurisdiction of the subject matter of this action and of each of the parties consenting hereto. The Complaint states a claim upon which relief may be granted against the defendants under Section 7 of the Clayton Act (15 U.S.C. § 18).

II.

As used in this Final Judgment:

(A) Revco D.S., Inc. (Revco) is a corporation organized and existing under the laws of the State of Michigan with its principal place of business in Twinsburg, Ohio.

(B) Zale Corporation (Zale) is a corporation organized and existing under the laws of the State of Texas with its principal place of business in Dallas, Texas.

(C) "Assets" means those certain drug stores acquired by Revco from Zale and those certain drug stores operated by Revco which are to be divested as identified and in the manner prescribed in Appendix A to this Final Judgment. More specifically, "Assets" means the leasehold estates created by and all rights conveyed under or by virtue of the leases, the fixed assets and the inventories of the drug stores.

(D) "Eligible purchaser" means any entity or entities approved by the plaintiff or, failing such approval, by the Court to acquire any or all of the Assets as defined in Section II(C) herein.

III.

Zale is hereby dismissed as a named defendant in this Final Judgment.

IV.

The provisions of this Final Judgment applicable to Revco shall also apply to each of its officers, directors, agents, employees, affiliates, subsidiaries, successors and assigns, and to all other persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise. The provisions of this Final Judgment shall not apply to any eligible purchaser which in fact purchases Assets.

V.

(A) Revco is ordered and directed within nine months from the effective date of this Final Judgment or by January 31, 1982, whichever occurs later, to divest itself of the Assets.

(B) The divestiture required by this Section V shall be absolute and unconditional to an eligible purchaser or purchasers upon terms and conditions approved by the plaintiff or, failing such approval by the plaintiff, by the Court.

(C) Within 15 days after Revco presents to the plaintiff at the offices of the Antitrust Division in Dallas, Texas, a letter of intent by a prospective purchaser to acquire any of the Assets, and such other information which Revco supplies for evaluating the competitive effects of the transaction, the plaintiff shall indicate its approval or disapproval in writing to Revco at its principal office in Twinsburg, Ohio and to its attorney at his office in Cleveland, Ohio. If plaintiff requires supplementary information concerning the proposed sale, it shall request such information within seven days after receipt of the said letter of intent and must indicate its approval or disapproval in writing within 15 days after receipt of the supplementary information. Failure to respond within the required time under either circumstance shall be deemed to be approval by the plaintiff. **If plaintiff objects to the proposed divestiture**, then such divestiture shall not be consummated unless approved by the Court or unless plaintiff notifies Revco in writing that its objection has been withdrawn.

(D) The period set forth in Section V(A) shall be tolled during any period or periods utilized by the plaintiff pursuant to Section V(C) and during the pendency of any proceedings in this Court under this Final Judgment relating to approval of a proposed divestiture.

VI.

(A) If Revco is unable to complete the divestiture required by this Final Judgment within the period set forth

in Section V hereof, the Court shall, upon application of the plaintiff, appoint a trustee who shall have authority to divest those Assets that Revco has been unable to divest.

(B) The trustee shall have full power and authority to dispose of the Assets, subject to the prior approval of this Court. The Court shall provide the parties with an opportunity for a hearing prior to granting its approval. The trustee shall serve at the cost and expense of Revco, on such terms and conditions as this Court may set, and shall account for all monies derived from the disposal of the Assets and all expenses so incurred. After approval by this Court of the trustee's account, including fees for his services, all remaining monies shall be paid to Revco, and the trust shall be terminated. Each sale by the trustee shall be in accordance with the provisions of this Final Judgment.

VII.

Except as hereinafter provided, Revco is prohibited from reacquiring any of the Assets that are sold pursuant to this Final Judgment, including negotiating for a lease after the expiration of the current lease. Revco may reacquire Assets only to reassume its obligations on leaseholds should any buyer default on its lease obligations, or to enforce any bona fide security interest on any or all of the Assets to be divested to secure payment of any unpaid portion of the purchase price or performance of any term of any contract or contracts required by Section V(A) herein. If Revco should reacquire any Assets pursuant to this Section VII within two years, it shall notify the plaintiff within 10 days and thereafter, in consultation with the plaintiff, use its best efforts to resell the Assets as drug stores. Failing such resale, Revco agrees it shall not operate such Assets as drug stores and shall be relieved of any requirement to further divest such Assets.

VIII.

Revco is ordered and directed to file with the plaintiff at the offices of the Antitrust Division in Dallas, Texas within one month after the effective date of this Final Judgment, and every month thereafter, a written report setting forth the steps taken by it to accomplish the divestiture required by this Final Judgment. Such report shall include, but not be limited to, an identification of any person or persons to whom the Assets have been offered, the terms and conditions of each offer to sell, the identification of any person or persons expressing interest in acquiring the Assets, and the terms and conditions of each offer to purchase. Such reports shall be treated as confidential by the plaintiff.

IX.

Until the divestiture of the Assets, Revco is ordered and directed to maintain the Assets listed in Appendix A as going businesses. Revco shall provide such financial, business, promotion and management assistance as necessary to maintain the Assets as going businesses.

X.

(A) For the purpose of determining or securing compliance with this Final Judgment 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 upon reasonable notice to Revco made to its principal office, be permitted, subject to any legally recognized privilege:

(1) Access, during office hours of Revco to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession of or under the control of said defendant relating to any of the matters contained in this Final Judgment; and

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

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

(C) No information or documents obtained by the means provided in this Section X shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the United States except in the course of legal proceedings to which the United States is a party, or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

XI.

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

XII.

Entry of this Final Judgment is in the public interest.

Judge Barefoot Sanders
United States District Judge

Dated: June 2, 1981

APPENDIX A

1. In the Dallas-Fort Worth area the Assets to be divested shall consist of the following:

(a) Each drug store listed below:

Skillern's Store 6003
2703 South Lancaster
Dallas, Texas 75216

Skillern's Store 6007
4900 Ross Avenue
Dallas, Texas 75206

Skillern's Store 6029
326 East Main
Grand Prairie, Texas 75050

Skillern's Store 6056
1343 Camp Wisdom
Dallas, Texas 75237

Skillern's Store 6072
3065 Josey Lane
Carrollton, Texas 75006

Skillern's Store 6084
7602 Campbell Road
Dallas, Texas 75248

Revco Store 267
3401 Mansfield Highway
Fort Worth, Texas 76119

Revco Store 295
8433 Lake June Road
Dallas, Texas 75217

(b) One drug store from each of the following groups of drug stores:

(1) Skillern's Store 6020
975 Irving Boulevard
Irving, Texas 75060

Skillern's Store 6140
3624 N. Belt Line
Irving, Texas 75062

Revco Store 296
1019 W. Rochelle
(Pandy Town Shopping Center)
Irving, Texas 75062

(2) Skillern's Store 6039
1511 New York Avenue
Arlington, Texas 76010

Revco Store 271
1600 E. Abrams Street
Arlington, Texas 76010

- (3) Skillern's Store 6139
2424 South Collins
Arlington, Texas 76014

Revco Store 273
2212 New York Avenue
Arlington, Texas 76010

- (4) Skillern's Store 6089
724 East Pipeline Road
Hurst, Texas 76053

Skillern's Store 6129
510 I Harwood Village
Bedford, Texas 76021

Revco Store 270
1307 Brown Trail
Bedford, Texas 76021

- (5) Skillern's Store 6049
2737 West Park Row
Arlington, Texas 76010

Revco Store 265
1530 Bowen Road
Pantego, Texas 76013

- (6) Skillern's Store 6034
4701 East Lancaster
Fort Worth, Texas 76103

Revco Store 280
1111 Oakland Boulevard
Fort Worth, Texas 76103

- (7) Skillern's Store 6006
3177 Denton Highway
Haltom City, Texas 76117

Revco Store 263
4100 Denton Highway
Haltom City, Texas 76117

- (8) Skillern's Store 6027
4401 River Oaks Boulevard
Fort Worth, Texas 76114

Revco Store 298
2254 Jacksboro Highway
Fort Worth, Texas 76114

- (9) Skillern's Store 6009
504 West Rosedale
Fort Worth, Texas 76104

Revco Store 268
1729 Eighth Avenue
Fort Worth, Texas 76110

- (10) Skillern's Store 6078
2720 West Seminary Drive
Fort Worth, Texas 76133

Revco Store 264
5205 McCart
Fort Worth, Texas 76115

- (11) Skillern's Store 6060
3001 Walton
Fort Worth, Texas 76133

Revco Store 285
3838 Alta Mesa Boulevard
Fort Worth, Texas 76133
- (12) Skillern's Store 6008
4808 Camp Bowie Boulevard
Fort Worth, Texas 76107

Revco Store 269
4601 Camp Bowie Boulevard
Fort Worth, Texas 76107
- (13) Skillern's Store 6066
8133 Highway 80 West
Fort Worth, Texas 76116

Revco Store 2816
Las Vegas Trail
Fort Worth, Texas 76116
- (14) Skillern's Store 6127
319 South Cedar Ridge
Duncanville, Texas 75116

Revco Store 282
267 West Camp Wisdom Road
Redbird Village Shopping Center
Duncanville, Texas 75116
- (15) Skillern's Store 6050
1806 Avenue K
Plano, Texas 75074

Skillern's Store 6097
2109 Parker Road #100
Plano, Texas 75074

Skillern's Store 6109
3045 West 15th
Plano, Texas 75074

Revco Store 4102
907 W. Parker Road
Plano, Texas 75023
- (16) Revco Store 242
5006 N. Jupiter Road
Garland, Texas 75042

Revco Store 2815
1332 S. Plano Road
Richardson, Texas 75081
- (17) Skillern's Store 6024
Saturn/Northwest Highway
Garland, Texas 75041

Skillern's Store 6030
408 Casa Linda Plaza
Dallas, Texas 75218

Skillern's Store 6092
3106 N. Buchner
Dallas, Texas 75228

Revco Store 291
4402 Gus Thomass Road
Oates Park Shopping Center
Mesquite, Texas 75150

2. In the El Paso area, the Assets to be divested shall consist of one of the following:

(a) One drug store from each of the following groups of drug stores to a drug store chain (four or more stores) competitor presently in the El Paso area, other than the leading competitor in that area:

(1) Skillern's Store 6474
3333-B North Yarborough
El Paso, Texas 79925

Revco Store 690
10780 North Pebble Hills Blvd.
El Paso, Texas 79935

(2) Skillern's Store 6456
5579 Alameda (Fox Plaza)
El Paso, Texas 79905

Revco Store 671
5516 Alameda
El Paso, Texas 79905

(b) One from each of the above groups of drug stores and two other drug stores located in the El Paso area to a new entrant into that area.

3. In the Tyler area, the Assets to be divested shall consist of one of the following:

(a) One drug store from the following group of drug stores to a drug store competitor presently in the Tyler area other than the two leading competitors in that area:

Skillern's Store 6098
813 North Broadway
Tyler, Texas 75701

Revco Store 289
1103 East Gentry
Tyler, Texas 75702

(b) One drug store from the above group and one other drug store located in the Tyler area to a new entrant into that area.