EXHIBIT A:

FINAL JUDGMENTS

(Ordered by Year Judgment Entered)

UNITED STATES v. AMERICAN AIR FILTER COMPANY, INC., ET AL.

Civil Action No. 574

Year Judgment Entered: 1946

U. S. vs. AMERICAN AIR FILTER CO., INC., ET AL.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF KENTUCKY.

Civil Action No. 574.

UNITED STATES OF AMERICA, PLAINTIFF,

vs.

AMERICAN AIR FILTER COMPANY, INC., METAL TEXTILE CORPORATION, WILLIAM M. REED, ANDERS JORDAHL, and RUSSELL B. KINGMAN, DEFENDANTS.

FINAL JUDGMENT

The complainant, the United States of America, having filed its complaint herein on April 15, 1943, all the defendants having appeared and severally filed their answers to such complaint, denying the substantive allegations thereof, all parties hereto by their respective attorneys herein having severally consented to the entry of this final judgment without trial or adjudication of any issue of fact or law herein and without admission by any party in respect to any such issue;

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

ORDERED, ADJUDGED AND DECREED:

I

That this Court has jurisdiction of the subject matter and of all the parties hereto; that the complaint states a cause of action against the defendants under the Act of Congress of July 2, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies" and acts amendatory thereof and supplemental thereto.

II

As used in this judgment, the term:

(a) "Filters" means (1) all media (not including electrical fields between opposing electrodes) and all

assemblies of media into frames and holders, including removable, discardable, interchangeable, manually portable and self-cleaning or automatic assemblies of media into frames or holders, for use in cleaning or straining dust, dirt or other impurities from air in ventilating, air-conditioning or heating systems by means of screening action or by means of impingement against viscous coated surfaces; and (2) copper mesh or other knitted mesh material, and assemblies of copper mesh or other knitted material into holders or frames, for use as a screening medium for the intake air of internal combustion power plant or engines or as an intake or screening medium in connection with chemical processes or in connection with distillation, fractionating, extraction or absorption apparatus including scrubbing towers and columns, and contact towers and cooling towers for the cooling of liquids.

(b) "Filter apparatus" means all apparatus incorporating filters except (1) dust collectors or dust arrestors used primarily in mechanically cleaning air of dust and dirt in connection with specific industrial operations and (2) self-cleaning oil bath air cleaners so arranged that the incoming air strikes the oil bath to entrain oil therefrom and carries the entrained oil upwardly into the filter medium which cleans the air by removing both the entrained oil and the dust therefrom, the removed oil collecting on the filter medium and draining back into the oil bath carrying with it the removed dust.

(c) "Patent" or "patent application" includes continuations, renewals, reissues, divisions and extensions of any such patent or patent application.

(d) "Defendants" refers to each of the defendants and each of their officers, directors, agents, employees, attorneys, successors, subsidiaries, affiliates and assigns, and each person acting or claiming to act under, through or for them or any of them. The provisions of this Section II(d), as between Helen J. LeVaillant (formerly a defendant in this action) and defendant Metals Textile Corporation, shall not be deemed to apply to Helen J.

LeVaillant in connection with arrangements between Helen J. LeVaillant and defendants Metals Textile Corporation for settlement of claims by Helen J. LeVaillant, as an assignee of Anders Jordahl, in connection with past royalties under Patent No. 1,676,191.

III

Each of the defendants is enjoined and restrained from:

(a) Instituting or threatening to institute, or maintaining any suit, counterclaim or proceeding, judicial or administrative, for infringement or to collect charges, damages, compensation or royalties alleged to have accrued prior to the date of the entry of this judgment under (1) any of United States Letters Patent listed in, or issued on any application listed in Schedule A, Schedule B or Schedule C attached hereto and made a part hereof, or under (2) any foreign patent corresponding to any United States Letters Patent or application listed in Schedule A, Schedule B, or Schedule C where such suit, counterclaim or proceeding under the foreign patent is based on the use or sale in, or the importation into, such foreign country of a product made in the United States.

(b) Enforcing or attempting to enforce any covenant of undertaking heretofore entered into restricting actual or potential competition by any person on the development, manufacture, use or sale of filters or filter apparatus.

(c) Enforcing in any manner any undertaking heretofore entered into by any defendant or any predecessor of any defendant with any other person restricting or limiting dealings with others in connection with filters or filter apparatus, or requiring exclusive or preferential dealings with any defendant in connection with filters or filter apparatus.

(d) Conditioning or requiring any other person to condition, any license or immunity express or implied to practice any invention relating to filters or filter apparatus claimed in any United States patent by the tying

of any license or immunity for such invention to the purchase or securement of any other product, article or service from or through a defendant or from or through any particular or designated source.

(e) Discriminating or requiring any other person to discriminate in the granting of any license or immunity express or implied to practice any invention claimed in any United States patent relating to filters or filter apparatus upon the basis of whether any other product, article or service is purchased or secured from or through a defendant or from or through any particular or designated source.

(f) Maintaining or furthering any claim for compensation from the United States under or in connection with United States Letters Patents No. 1,676,191; 1,774,232 or 1,867,157.

(g) Securing the destruction of the production facilities of any other manufacturer of filters or filter apparatus to eliminate competition.

IV

Each of the defendants is hereby ordered and directed:

(a) To forthwith dedicate to the public all rights in, to and under the United States Letters Patent and patent applications listed in Schedule B attached hereto and made a part hereof, and to give notice of such dedication on the records of the United States Patent Office and to grant to any applicant making written request therefor, to the extent that the defendants now have or acquire the power to do so, a non-exclusive royalty-free license and a grant of immunity from suit under any foreign patents or patents issued on foreign applications for patents, corresponding to any of the United States Letters Patent or applications for patents listed in Schedule B to import into and to sell or use and to have imported, sold or used in any country products made in the United States, without any condition or restriction whatsoever.

(b) To grant to any applicant making written request therefor a non-exclusive license to manufacture, use and

sell under any one or more of the United States Letters Patent and the patents issued upon applications for United States Letters Patent, the patent numbers and application numbers of which are listed in Schedule C attached hereto and made a part hereof, without any condition or restriction whatsoever, except that a reasonable and non-discriminatory royalty may be charged and collected, and where such royalty is charged provision may be made for a verified statement of royalty due and payable and for the inspection of the books and records of the licensee by an independent auditor who may report to the defendant licensor only the amount or royalty due and payable and no other information.

(c) To grant to any applicant making written request therefor, to the extent that the defendants now have or acquire the power to do so, a non-exclusive grant of immunity from suit under any foreign patents or patents issued on foreign applications for patents, corresponding to the United States Letters Patent or applications for patents listed in Schedule C to import and sell or use and to have imported, sold or used in any country products made in the United States, without any condition or restriction whatsoever, except that a reasonable and non-discriminatory royalty may be charged and collected and where such royalty is charged provision may be made for a verified statement of royalty due and payable and for the inspection of the books and records of the licensee by an independent auditor who may report to the defendant licensor only the amount of royalty due and payable and no other information.

V

Each of the defendants is hereby enjoined and restrained from entering into, adhering to, maintaining or furthering, directly or indirectly, any contract, agreement, understanding, plan or program with any manufacturer of filter or filter apparatus:

(a) To allocate markets or customers for filters or filter apparatus or to refrain from competing for any

type or class of business in the manufacture, sale or use of filters or filter apparatus.

(b) To discriminate in any manner directly or indirectly in the express or implied licensing to use, manufacture or sell any invention, used or useful, in the construction, operation or installation of any filter or filter apparatus, by imposing as a condition of such use, manufacture or sale the purchase or use of any product, material or service distributed or sold by any designated person or persons.

VI

For the purpose of securing compliance with this judgment authorized representatives of the Department of Justice shall, on written request of the Attorney General, or an Assistant Attorney General, be permitted, subject to any legally recognized privilege, (1) upon reasonable notice to any defendant corporation made to its principal office, access, during the 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 judgment, and (2) without restraint or interference from the defendants, to interview officers or employees of the defendants, who may have counsel present, regarding any such matters, and (3) upon any such request said defendants shall submit such reports with respect to the disposition and licensing of filters and filter apparatus patents and patent rights and with respect to the acquisition of ownership or control of manufacturers of filters or filter apparatus as may from time to time be appropriate for the purpose of enforcement of this judgment; Provided, however, that information obtained by the means permitted in this paragraph shall not be divulged by any representatives of the Department of Justice to any person other than a duly authorized representative of the Department of Justice except in the course of legal proceedings for the purpose of securing compliance with

this judgment in which the United States is a party or as otherwise required by law.

VII

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

Dated: September 10th, 1946.

/s/ ROY M. SHILBOURNE,
United States District Judge.

SCHEDULE A (Items 1a–89a)

ITEM	PATENT OR S. N. NO.	GRANTED OR FILED	FILE NO.
1a	1, 416, 381	5–16–22	5
2a	1, 426, 196	8–15–22	17
3a	1, 443, 134	1–23–23	18
4a	1, 483, 379	2–12–24	32
5a	1, 489, 831	4–8–24	26
6a	1, 500, 128	7–8–24	20
7a	1, 500, 586	7–8–24	25
8a	1, 511, 764	10–14–24	22
9a	1, 511, 911	10–14–24	35
10a	1, 515, 949	11–18–24	42
11a	1, 519, 739	12–16–24	30
12a	1, 521, 575	12–30–24	1
13a	1, 521, 576	12–30–24	2
14a	1, 521, 577	12–30–24	3
15a	1, 521, 578	12–30–24	4
16a	1, 542, 529	6–16–25	40
17a	1, 542, 556	6–16–25	27
18a	1, 546, 901	7–21–25	33
19a	1, 550, 366	8–18–25	28
20a	1, 552, 152	9–1–25	53

(CONT'D.) ITEM	PATENT OR S. N. NO.	GRANTED OR FILED	FILE NO.
21a	1, 560, 790	11–10–25	46
22a	1, 566, 607	12–22–25	43
23a	1, 576, 121	3–9–26	60
24a	1, 577, 703	3–23–26	65
25a	1, 588, 402	6–15–26	16
26a	1, 589, 803	6–22–26	7½
27a	1, 598, 097	8–31–26	62
28a	1, 627, 686	5–10–27	50
29a	1, 632, 813	6–21–27	39
30a	1, 638, 067	8–9–27	94
31a	1, 638, 141	8–9–27	97
32a	1, 644, 082	10–4–27	69
33a	1, 649, 220	11–15–27	54
34a	1, 674, 764	6–26–28	61
35a	1, 676, 191	7–3–28	51
36a	1, 690, 813	11–6–28	96
37a	1, 693, 585	11–27–28	80
38a	1, 700, 126	1–29–29	89
39a	1, 705, 680	3–19–29	111

SCHEDULE B (Items 40b–90b)

ITEM	PATENT OR S. N. NO.	GRANTED OR FILED	FILE NO.
40b	1, 738, 249	12–3–29	45
41b	1, 743, 675	1–14–30	29
42b	1, 746, 283	2–11–30	79
43b	1, 747, 694	2–18–30	58
44b	1, 751, 999	3–25–30	104
45b	1, 753, 653	4–8–30	100
46b	1, 757, 690	5–6–30	133
47b	1, 758, 881	5–13–30	115
48b	1, 765, 720	6–24–30	90
49b	1, 771, 639	7–29–30	147
50b	1, 771, 846	7–29–30	131
51b	1, 783, 194	12–2–30	99
52b	1, 786, 208	12–23–30	122
53b	1, 788, 164	1–6–31	49

(CONT'D.) ITEM	PATENT OR S. N. NO.	GRANTED OR FILED	FILE NO.
54b	1, 789, 931	1-20-31	98
55b	1, 794, 115	2-24-31	85
56b	1, 806, 898	5-26-31	136
57b	1, 807, 950	6-2-31	154
58b	1, 807, 983	6-2-31	37
59b	1, 807, 984	6-2-31	52
60b	1, 816, 836	8-4-31	103
61b	1, 816, 854	8-4-31	84
62b	1, 816, 855	8-4-31	87
63b	1, 821, 211	9-1-31	141
64b	1, 831, 782	11-10-31	127
65b	1, 834, 534	12-1-31	153
66b	Re. 18, 328	1-12-32	129
67b	1, 841, 536	1-19-32	78
68b	1, 848, 334	3-8-32	130
69b	1, 865, 245	6-28-32	106
70b	1, 870, 196	8-2-32	140
71b	1, 895, 597	1-31-33	139
72b	1, 895, 618	1-31-33	114
73b	1, 895, 619	1-31-33	101
74b	1, 895, 642	1-31-33	74
75b	1, 899, 007	2-28-33	109
76b	1, 899, 017	2-28-33	86
77b	1, 899, 018	2-28-33	102
78b	1, 899, 028	2-28-33	107
79b	1, 913, 885	6-13-33	88
80b	1, 926, 933	9-12-33	148
81b	1, 941, 450	1-2-34	159
82b	1, 941, 524	1-2-34	160-A
83b	1, 949, 540	3-6-34	160
84b	1, 978, 459	10-30-34	172
85b	1, 995, 378	3-26-35	182
86b	2, 029, 406	2-4-36	175
87b	2, 056, 001	9-29-36	187
88b	2, 167, 323	7-25-39	92
89b	2, 220, 347	11-5-40	202
90b	SN 442, 742	5-13-42	249

SCHEDULE C (Items 100c-129c)

ITEM	PATENT OR S. N. NO.	GRANTED OR FILED	FILE NO.
100c	1, 708, 065	4-9-29	34
101c	1, 760, 986	6-3-30	47
102c	1, 783, 181	12-2-30	128
103c	1, 788, 171	1-6-31	70
104c	1, 789, 625	1-20-31	126
105c	1, 821, 202	9-1-31	108
106c	1, 832, 281	11-17-31	218
107c	1, 843, 182	2-2-32	123
108c	1, 886, 927	11-8-32	113
109c	1, 893, 048	1-3-33	110
110c	1, 897, 976	2-14-33	125
111c	1, 899, 029	2-28-33	157
112c	1, 925, 793	9-5-33	178
113c	1, 926, 924	9-12-33	135
114c	1, 944, 407	1-23-34	177
115c	1, 953, 156	4-3-34	180
116c	1, 957, 560	5-8-34	216
117c	1, 992, 974	3-5-35	217
118c	2, 008, 560	7-16-35	174
119c	2, 019, 213	10-29-35	179
120c	2, 071, 806	2-23-37	207
121c	2, 167, 283	7-25-39	203
122c	2, 188, 572	1-30-40	195
123c	2, 211, 382	8-13-40	194
124c	2, 238, 251	4-15-41	231
125c	2, 298, 469	10-13-42	242
126c	2, 312, 295	2-23-43	243
127c	2, 335, 144	11-23-43	246
128c	SN 529, 977	4-7-44	255
129c	SN 529, 978	4-7-44	256

UNITED STATES v. THE OWENSBORO NATIONAL BANK, ET AL.

Civil Action No. 2529

Year Judgment Entered: 1972

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY
AT OWENSBORO

UNITED STATES OF AMERICA, Plaintiff,	)	
v.	)	CIVIL ACTION NO. 2529
THE OWENSBORO NATIONAL BANK, M. JACKSON MITCHELL, RAYMOND A. ALEXANDER, and EDWARD E. CURTIS, Defendants.	)	Entered: Feb. 9, 1972

FINAL JUDGMENT

Plaintiff, United States of America, having filed its complaint herein on November 18, 1970; and the individual defendants, having filed their answers denying the substantive allegations thereof; the Court having entered its Order of June 23, 1971 authorizing the individual defendants to sell all their right, title and interest in Central Bank & Trust Company to Messrs. D.C. Andrews, Peter B. Curlin, William F. Thompson and Joseph A. Mermis, III; and said defendants having sold all such interest to said persons in accordance with said Order

NOW, THEREFORE, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein regarding the individual defendants and the plaintiff, and without this Final Judgment constituting evidence or admission by either the plaintiff or the individual defendants with respect to any such issue; and the Court having considered the matter and being duly advised it is hereby

ORDERED as follows:

I

This Court has jurisdiction of the subject matter of this action and of the parties hereto. The complaint states claims upon which relief may be granted against the defendants under Sections 1 and 2 of the Act of Congress of July 2, 1890

(15 U.S.C. §§1 and 2), commonly known as the Sherman Act, as amended.

II

As used in this Final Judgment:

(A) "ONB" means defendant The Owensboro National Bank, a banking institution organized and existing under the laws of the United States of America, which has its principal place of business in Owensboro, Kentucky;

(B) "Central" means Central Bank & Trust Company, a banking institution organized and existing under the laws of the State of Kentucky, which has its principal place of business in Owensboro, Kentucky;

(C) "Owensboro area" means the city of Owensboro, Kentucky and shall also include Daviess County, Kentucky;

(D) "Individual defendants" means defendant M. Jackson Mitchell, defendant Raymond A. Alexander, and defendant Edward E. Curtis and each of them;

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

III

The provisions of this Final Judgment applicable to any individual defendant shall also apply to each of his agents, employees, successors and assigns, and to all those persons in active concert or participation with any of them who receive notice of this Final Judgment by personal service or otherwise.

IV

(A) For so long as he may own or control the power to vote any stock or other financial interest in ONB, each of the individual defendants is enjoined and restrained from:

(1) Acquiring, owning, controlling or voting any stock or other financial interest in any other bank in the Owensboro area;

(2) Being an officer, director or otherwise accepting employment or acting as an agent for any other bank in the Owensboro area.

(B) Each of the individual defendants is enjoined and restrained for a period of two (2) years from the date of entry of this Final Judgment, from soliciting the banking business of any person who, at any time during the period of two years immediately prior to such date of entry, was a customer of Central.

V

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, and on reasonable notice to any individual defendant, made to his principal residence, be permitted, subject to any legally recognized privilege:

(A) Access during reasonable office hours to all books, ledger

accounts, correspondence, memoranda, and other records and documents in the possession of or under the control of the defendant relating to any matters contained in this Final Judgment; and

(B) Subject to the reasonable convenience of any individual defendant, and without restraint or interference from him to interview such defendant and any employees of the 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, each individual defendant shall submit such reports in writing, under oath if so requested, to the Department of Justice with respect to any of the matters contained in the Final Judgment as from time to time may be requested.

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 legal proceedings to which the United States is a party for the purpose of determining or securing compliance with this Final Judgment or as otherwise required by law.

VI

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 hereof, for the enforcement of compliance therewith, and for the punishment of violations thereof.

/s/ JAMES F. GORDON
UNITED STATES DISTRICT JUDGE

Dated: February 9, 1972

UNITED STATES v. CLARK MECHANICAL CONTRACTORS, INC., ET AL.

Civil No. 7264

Year Judgment Entered: 1973

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY

UNITED STATES OF AMERICA, Plaintiff, v. CLARK MECHANICAL CONTRACTORS, INC., et al., Defendants.	)	Civil No. 7264 Entered: Sept. 13, 1973

FINAL JUDGMENT

The Plaintiff, United States of America, having filed its Complaint herein on May 22, 1972, and the Defendants, having appeared by their respective attorneys and having filed their Answers to such Complaint denying the substantive allegations thereof; and Plaintiff and Defendants, by their respective attorneys, having consented to the making and entry of this Final Judgment herein, without trial or adjudication of, or finding on, any issues of fact or law herein and without this Final Judgment constituting any evidence against or admission by any party with respect to any such issues;

NOW, THEREFORE, without any testimony having been taken herein, and without trial or adjudication of or finding on any issues 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 herein and of the parties hereto, and the Complaint states

claims upon which relief may be granted against the Defendants under Section I of the Act of Congress of July 2, 1890 entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," (15 U.S.C. §1) commonly known as the Sherman Act, as amended.

II

As used in this Final Judgment:

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

(B) "Mechanical contracting services" shall mean the contracting for, and the installation of, all phases of plumbing, pipefitting and sheet metal work in or at job sites for new construction or for renovation purposes;

(C) "Mechanical contracting supplies" shall mean products, such as pipe, sanitary plumbing fixtures, valves, faucets, fittings, hangers, connectors, and heating and air conditioning units, sold and installed by companies rendering mechanical contracting services;

(D) "Mechanical contractors" shall mean those persons engaged in the business of purchasing mechanical contracting supplies for resale and installation at job sites.

III

The provisions of this Final Judgment applicable to any Defendant shall also apply to its subsidiaries, successors, assigns, officers, directors, agents, servants

and employees, and to all persons in active concert or participation with any such Defendant who shall have received actual notice of this Final Judgment by personal service or otherwise, provided, however, that this Final Judgment shall not apply to transactions or activities solely between a Defendant and its directors, officers, employees, parent companies, subsidiaries or any of them when acting in such capacity.

IV

Each Defendant is enjoined and restrained, individually and collectively, from entering into, adhering to, participating in, maintaining, furthering, enforcing or claiming, either directly or indirectly, any rights under any contract, agreement, understanding, arrangement, plan or program with any other person, to:

(1) Fix, maintain, establish, determine, stabilize or adhere to prices, discounts or other terms or conditions for the sale or installation of mechanical contracting supplies, or the rendering of mechanical contracting services to any third person;

(2) Allocate or divide customers, territories or markets for the sale or installation of mechanical contracting supplies, or the rendering of mechanical contracting services;

(3) Determine or designate the low bidder on specific mechanical contracting projects;

(4) Submit collusive or rigged bids for the sale or installation of mechanical contracting supplies, or the rendering of mechanical contracting services;

(5) Eliminate or suppress bid or price competition in the sale or installation of mechanical contracting supplies, or the rendering of mechanical contracting services;

(6) Submit intentionally high or complementary bids on specific mechanical contracting projects;

(7) Discuss the submission of prospective bids on specific mechanical contracting projects on which each party has submitted or intends to submit a bid.

V

Each Defendant is enjoined and restrained from furnishing to or exchanging with each other or with any other mechanical contractor any information concerning the prices, terms or other conditions of sale contained in any bid which such Defendant has submitted, or intends to submit to any customer prior to the opening of such bid by that customer, or prior to the release of such bid information to the public or to the trade generally.

VI

Nothing contained in this Final Judgment shall be deemed to prohibit a Defendant from (a) entering into any bona fide and arm's length purchase or sale negotiations

between any Defendant and any other person, or (b) entering into, participating in, or maintaining with any other person a joint venture or subcontract agreement whereby a single bid will be submitted and the assets and facilities of each of the parties thereto will be combined for the sale or installation of mechanical contracting supplies and the rendering of mechanical contracting services; provided that the job in question is of such size or nature, or performable at such time, that in good faith the Defendant believes that it is undesirable to handle the entire job alone and the transaction is denominated as or is known to the customer to be a joint venture or subcontract agreement; Provided, however, that any such joint venture or subcontract agreement 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 hereof.

VII

Each Defendant is ordered and directed for a period of five (5) years from the date of entry of this Final Judgment to affix to every sealed bid for the sale of mechanical contracting supplies or mechanical contracting services a written certification, signed by an officer of such Defendant, that such bid was not in any way the result, directly or indirectly, of any agreement, understanding, plan or program, whether formal or informal, between the Defendant and any other mechanical contractor, except as specifically permitted by Paragraph VI of this Final Judgment.

VIII

Each Defendant is ordered and directed within 60 days from the date of entry of this Final Judgment to furnish a copy of the Final Judgment to each of its officers, directors, sales managers and service managers, and to each of their successors, within 60 days of such successor's appointment.

IX

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, and employees of its and their obligations under this Final Judgment.

X

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, and on reasonable notice to any Defendant made to its principal office, be permitted, subject to any legally recognized privilege (a) access during the 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 (b) subject to the reasonable convenience of such Defendant and without restraint or interference from it, to interview officers, directors, servants or employees of such Defendant, who may have counsel present, regarding any such matters. Any Defendant, upon such written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, made to its principal office, shall submit such reports in writing with respect 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 X shall be divulged by any representatives of the Department of Justice to any persons 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.

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 or 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 hereof, and for the enforcement of compliance herewith and the punishment of violations hereof.

Entered: Sept. 13, 1973

Date:

/s/ CHARLES M. ALLEN
UNITED STATES DISTRICT JUDGE

UNITED STATES v. DAIRYMEN, INC.

Civil Action No. 7634-A

Year Judgment Entered: 1978

Year Supplemental Judgment Entered: 1978

Year Supplemental Final Judgment Entered: 1978

Year Final Judgment and Injunction Entered: 1983

Year Amended Final Judgment and Injunction Entered: 1985

IN THE UNITED STATES DISTRICT COURT

FOR THE WESTERN DISTRICT OF KENTUCKY

AT LOUISVILLE

UNITED STATES OF AMERICA, Plaintiff,	)	
v.	)	CIVIL ACTION
DAIRYMEN, Inc., Defendant.	)	No. 7634 A

J U D G M E N T

This action, having been submitted to the Court for decision following a non-jury trial, and the Court, having considered the evidence, briefs and papers on file, and having filed its findings of fact and conclusions of law,

IT IS ORDERED AND ADJUDGED that the complaint of the plaintiff be and it is hereby dismissed, except for that portion which relates to the pooling practices of the defendant during the year 1971 with relation to Mississippi.

IT IS FURTHER ORDERED AND ADJUDGED that the pooling activities engaged in by the defendant in Mississippi by pooling on Mississippi milk from the Georgia, Louisville, Lexington, Nashville, Chattanooga Federal Order areas be and they are hereby declared illegal predatory practices in violation of Section 1 and 2 of the Sherman Act.

The Court reserves the right to enter an appropriate supplemental judgment as to what relief should be granted to the plaintiff as to the illegal pooling practices in Mississippi.

IT IS FURTHER ORDERED AND ADJUDGED that the parties submit to the Court within 30 days hereinafter a proposed supplemental judgment for entry which will dispose of the question of what equitable relief, if any, should be afforded the plaintiff with relation to the illegal pooling practices of 1971. Such proposed judgment shall be accompanied by a memorandum of law.

The parties to this action shall bear their own respective costs.

This is not a final and appealable judgment.

April 5
~~March 31~~, 1978

Charles M. Allen
United States District Judge

cc: Counsel of Record

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY
AT LOUISVILLE

UNITED STATES OF AMERICA, Plaintiff,	)	
v.	)	CIVIL ACTION
DAIRYMEN, Inc., Defendant.	)	No. 7634 A

SUPPLEMENTAL JUDGMENT

The United States, having moved to supplement the judgment entered on April 5, 1978, and the Court, being fully advised in the premises,

IT IS ORDERED AND ADJUDGED as follows:

1. Complaint of the plaintiff is dismissed with prejudice except for those portions which relate to the pooling practices of the defendant during the year 1971, with relation to Mississippi and those portions which relate to contracts entered into with the milk haulers in Tennessee and Indiana.

2. That the pooling activities engaged in by the defendant in Mississippi by pooling on Mississippi milk from the Georgia, Louisville, Lexington, Nashville, and Chattanooga Federal Order areas be and they are hereby declared illegal predatory practices in violation of Sections 1 and 2 of the Sherman Act.

3. That no injunctive relief be entered as to said practices, since they were discontinued some seven years ago, and there is no probability that they will recur.

IT IS FURTHER ORDERED AND ADJUDGED that as to the contracts entered into by and between defendant and milk haulers in Tennessee and Indiana, said contracts are in violation of Sections 1 and 2 of the Sherman Act, insofar as they prohibit a hauler who has more than one truck capable of hauling dairy products from hauling

dairy products produced by producers who are nonmembers of defendant.

This is not a final and appealable judgment.

Dated 6-21-78

Charles M. Allen
United States District Judge

cc: Counsel of Record

ENTERED
June 21, 1978
CLERK
DEPUTY CLERK

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY

UNITED STATES OF AMERICA, Plaintiff,	)	Civ. No. 7634-A
v.	)	
DAIRYMEN, INC. Defendant.	)	10/20/78

SUPPLEMENTAL FINAL JUDGMENT

Plaintiff, the United States of America, having filed its complaint herein on March 29, 1973, and the Court after a full trial and consideration of the evidence and briefs, and findings of fact and conclusions of law submitted by the parties, and the Court having filed its Findings of Fact and Conclusions of Law, Memorandum Opinion and Judgment, on April 5, 1978, and having heard the parties with respect to the issue of relief, it is hereby further

ORDERED, ADJUDGED AND DECREED as follows:

I.

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

II.

As used in this Final Judgment

(A) "Class I premium" is the price D.I. charges for Class I (fluid) milk sales regulated by a Federal marketing order over and above the minimum price for such Class I milk sales under the marketing order.

(B) "Competitor of defendant" means a person selling or offering to sell milk or other dairy products, including, but not limited to, an individual producer, a group of producers, a cooperative or a proprietary firm;

(C) "Federal milk marketing order" means the regulations, rules of practice and procedures issued by the Secretary of Agriculture under the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. §601 et seq.), regulating the handling of milk;

(D) "Gross Market Value" is calculated for the milk of any member producer whose milk is qualified by any Federal milk marketing order as the minimum price under the marketing order that must be paid to that producer (or to his cooperative) by a handler regulated under a milk marketing order on that milk, plus a pro rata share of premium revenues collected by D.I. in that marketing order. The pro rata share of premium revenues collected by D.I. shall be determined by dividing the total revenue collected by D.I. from handlers regulated by that marketing order over and above the minimum prices the handlers were required to pay D.I. on the milk according to the marketing order by the total cwt. of milk of D.I. member producers pooled in that marketing order, and multiplying the result by the cwt. of milk produced by that member producer.

(E) "Member" means a producer who has a membership and marketing agreement with defendant and whose milk production is marketed by defendant;

(F) "Milk" means raw Grade A milk [produced by cows];

(G) "Net premium reblend price" for any group of producers pooled on a Federal milk marketing order is the average amount of money that DI pays to that group of member producers per cwt., above the minimum producer price per cwt. applicable on sales of producer milk in that marketing order;

(H) "Person" means any corporation, partnership, association, individual, cooperative, or other business or legal entity;

(I) "Producer" means any person engaged in the production of milk.

(J) "Reblending" means the distribution of the proceeds received from the sale of members' milk among the members of the cooperative.

(K) "Southeast federal orders" means all federal milk marketing orders located in whole or in part in the States of Virginia, Georgia, Alabama, North Carolina, South Carolina, Mississippi, Louisiana, Tennessee, and Kentucky.

III.

The provisions of this Final Judgment shall apply to Dairymen, Inc., its officers, directors, agents and employees, to its subsidiaries, successors and assigns and to their respective officers, directors, agents and employees, and to all persons in active concert or participation with any of them who receive actual notice of the Final Judgment by personal service or otherwise.

IV.

Defendant is hereby enjoined and restrained from:

(A) Qualifying milk for participation in any federal milk marketing order pools with the effect of suppressing the uniform price paid to producers participating in any federal milk marketing order pool in order to force, coerce or induce such producers who are not members of defendant to join defendant or to cease selling milk in competition with defendant;

(B) Entering into or enforcing any contract, agreement or transaction with another cooperative or association of producers to qualify milk for participation in any federal milk marketing order pool with the effect of suppressing the uniform price paid to producers paticipating in any federal milk marketing order pool in order to force, coerce or induce such producers who are not members of defendant to join defendant or such other cooperative or association or to cease selling milk in competition with defendant or such other cooperative or association;

(C) Paying to, granting to, or reblending to any member producer whose milk is regulated by any Southeast Federal milk marketing order, anything of value in excess of the gross market value of that producer's milk;

(D) Charging a Class I premium per hundredweight on milk sold to any handler regulated by any Southeast Federal milk marketing order, that is less than the net premium reblend price that D.I. pays to the member producers whose milk was delivered to that handler; provided that nothing in paragraph IV shall prevent the defendant from (1) providing legitimate insurance or disaster payments for lost production or lost sales of milk when such lost sales or production by virtue of the loss is not qualified on any federal or state milk marketing order and such protections are offered to all producer members of defendant in similar situations; or (2) paying specific producers a fair market value for goods or services other than grade A milk rendered to the defendant and which were purchased by defendant for legitimate uses;

(E) Nothing contained in paragraphs C and D of this Section IV shall prevent defendant from lowering Class I premiums or increasing net premium reblends in instances where defendants can demonstrate that such changes in pricing are necessary to meet competition, provided that in instances where defendant meets the Class I premiums of a competitor it does not exceed the highest net premium reblend paid by a competitor in that federal order and provided that in instances where defendant

meets the net premium reblend of a competitor it does not decrease the Class I premiums below the lowest Class I premium charged by a competitor in that federal order.

(F) Making any threats, inducements or other statements to nonmember producers, member producers or milk processors which state or are meant to imply that defendant is considering an action or will take an action which would, if taken, violate one or more of the provisions IV(A) through IV(D) above.

V.

(A) Defendant is 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.

(B) Defendant is ordered to file with plaintiff annually for a period of ten (10) years, on or before June 30, a report setting forth the steps taken by its board of directors to advise its officers, directors, employees, members and all appropriate committees of its and their obligations under this Final Judgment.

VI.

(A) Defendant is ordered to mail or otherwise furnish within ninety (90) days after the entry of this Final Judgment a copy thereof to each of its members and employees, and to any organization for which defendant acts as marketing agent, and within one hundred fifty

(150) 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 Paragraph VI.

(B) Defendant is further ordered and directed to publish, in a publication circulated to all its members, a copy of this Final Judgment once each year for four (4) years on or about the anniversary date of entry of this Final Judgment, and to furnish a copy of this Final Judgment to any person upon request.

VII.

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

(1) Access, during the regular business hours of Defendant, who may have counsel present, to inspect and copy all 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;

(2) Subject to the reasonable convenience of the Defendant, and without restraint

or interference from it, to interview any officers or employees of Defendant, who may have counsel present, regarding any matters contained in this Final Judgment.

(B) For the purpose of determining or securing compliance with this Final Judgment and for no other purpose, the Defendant shall submit such reports in writing, under oath if so requested, with respect to any matters contained in this Final Judgment as may from time to time be requested in writing by the Attorney General or the Assistant Attorney General in charge of the Antitrust Division.

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

(D) If at any time information or documents are furnished by Defendant to Plaintiff, and Defendant represents and identifies in writing that the material in any such information or documents is 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 Defendant prior to divulging such material in any legal proceeding (other

than a Grand Jury proceeding) to which the Defendant is not a party.

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 of or carrying out of this Final Judgment, for the modification of any of the provisions hereof, for the enforcement of compliance herewith, and for the punishment of violations hereof.

_____
Charles M. Allen
UNITED STATES DISTRICT JUDGE

Louisville, Kentucky

Dated:

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY
AT LOUISVILLE

UNITED STATES OF AMERICA,
Plaintiff

CIVIL ACTION

v.

No. 7634 - A

DAIRYMEN, Inc.,
Defendant.

FINAL JUDGMENT AND INJUNCTION

The Court, having entered a judgment on April 5, 1978, and on June 28, 1978, having entered a supplemental judgment; and the United States Court of Appeals for the Sixth Circuit, having directed this Court to vacate that part of those judgments which dismissed portions of the plaintiff's complaint; and the Court, having entered findings of fact and conclusions of law on June 9, 1983, and having considered the briefs of the parties with regard to the appropriate judgment to be entered, and being fully advised in the premises,

IT IS NOW ORDERED AND ADJUDGED as follows:

Those portions of the April 5, 1978 and June 21, 1978 judgments which ordered injunctive relief against Dairymen, Inc. are hereby reaffirmed and made a part of this judgment.

IT IS FURTHER ORDERED AND ADJUDGED that the defendant, having violated Section 3 of the Clayton Act, be and it is hereby enjoined from:

(1) Requiring any buyer of milk, as a condition of receiving any milk from defendant, to enter into any

contract, agreement, or understanding to accept a supply of milk for more than thirty (30) days;

(2) Entering into or enforcing any contract, agreement, or understanding with any buyer of milk which binds such buyer to purchase a supply of milk from defendant for a period in excess of one (1) year, provided, however, that nothing in this judgment prohibits any buyer from securing an assured supply of milk from defendant for a period in excess of one (1) year through options to buy or other arrangements that do not commit such buyer to purchase milk from defendant for more than one year;

(3) Entering into or enforcing any contract, agreement, or understanding for the sale of milk unless the buyer had the opportunity to purchase from defendant under such contract, agreement, or understanding any lesser quantity of milk than was offered for sale by defendant; provided, however, defendant may require the buyer to receive milk in truckload quantities;

(4) Requiring or attempting to require any buyer of milk to purchase milk for delivery to one plant as a condition to the sale and delivery of milk to any other plant of such buyer.

IT IS FURTHER ORDERED AND ADJUDGED that the plaintiff, United States of America, recover its costs from the defendant, Dairymen, Inc.

IT IS FURTHER ORDERED AND ADJUDGED that this injunction shall remain in effect for a period of five (5)

years from the date of its entry, provided, however, that the Court at any time during the five-year period may, upon good cause shown by the United States, extend the period.

IT IS FURTHER ORDERED AND ADJUDGED that defendant shall file with plaintiff annually for a period of five (5) years, on or before June 30th, a report setting forth the steps taken by its Board of Directors to advise its officers, directors, employees, members and all appreopriate committees of its and their obligations under this final judgment.

IT IS FURTHER ORDERED AND ADJUDGED that defendant shall mail or otherwise furnish within ninety (90) days after the entry of this final judgment a copy thereof to each of its members and employees, to each person purchasing milk from or selling milk to defendant, and to any organization for which defendant acts as marketing agent, and within one hundred fifty (150) days from the aforesaid date of entry to file with the Clerk of the Court an affidavit setting forth the fact and manner of compliance with this and the following paragraph.

IT IS FURTHER ORDERED AND ADJUDGED that defendant shall publish, in a publication circulated to all its members, a copy of this final judgment once each year for two (2) years on or about the anniversary date of entry of this final judgment, and to furnish a copy of this final judgment to any person upon request.

IT IS FURTHER ORDERED AND ADJUDGED that for the purpose of determining or securing compliance with this final judgment and for no other purpose, the defendant shall permit duly authorized representatives of the Department of Justice, on written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to defendant at its principal office, subject to any legally recognized privilege:

(1) Access, during the regular business hours of defendant, who may have counsel present, to inspect and copy all 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;

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

IT IS FURTHER ORDERED AND ADJUDGED that for the purpose of determining or securing compliance with this final judgment and for no other purpose, the defendant shall submit such reports in writing, under oath if so requested, with respect to any matters contained in this final judgment as may from time to time be requested in writing by the

Attorney General or the Assistant Attorney General in charge of the Antitrust Division.

IT IS FURTHER ORDERED AND ADJUDGED that no information obtained by the means provided in the two preceding paragraphs, this paragraph and the following paragraph shall be divulged by a representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the United States, except in the course of legal proceedings to which the United States is a party, or for the purpose of securing compliance with this final judgment, or as otherwise requiredby law.

IT IS FURTHER ORDERED AND ADJUDGED that if at any time information or documents are furnished by defendant to plaintiff, and defendant represents and identifies in writing that the material in any such information or document is of a type described in Rule 26(c)(7), 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 ten (10) days notice shall be given by plaintiff to defendant prior to divulging such material in any legal proceeding (other than a Grand Jury proceeding) to which the defendant is not a party.

IT IS FURTHER ORDERED AND ADJUDGED that 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 of or carrying out of this final judgment, for the modification of any of the provisions hereof, for the enforcement of compliance herewith, and for the punishment of violations hereof.

This is a final and appealable judgment and there is no just cause for delay.

Dated 10-26-83

Charles M. Allen, Chief Judge

cc: Counsel of Record

ENTERED
ENTERED
OCT 26 1983
JESSE W. GRIDER, CLERK
BY DEPUTY CLERK

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
AT LOUISVILLE

UNITED STATES OF AMERICA, Plaintiff,	)	
v.	)	Civil Action No. 7634-A
DAIRYMEN, INC., Defendant.	)	

ORDER AMENDING FINAL
JUDGMENT AND INJUNCTION

Upon Plaintiff's motion to amend the Final Judgment and Injunction, entered on October 26, 1983 (hereinafter referred to as the "Final Judgment"), and it appearing to this Court that the motion is well taken, it is

ORDERED that the Final Judgment be amended as underscored below:

(1) The second paragraph on page 1 of the Final Judgment is amended as follows:

> Those portions of the October 20, 1978, judgment which ordered injunctive relief against Dairymen, Inc. are hereby reaffirmed and made part of this judgment.

(2) The second full paragraph on page 3 of the Final Judgment is amended as follows:

> IT IS FURTHER ORDERED AND ADJUDGED that defendant shall mail or otherwise furnish within ninety (90) days after the entry of this final judgment copies of this final judgment and the October 20, 1978, judgment to each of its members and employees, to each milk hauler transporting milk for defendant, to each person

purchasing milk from or selling milk to defendant, and to any organization for which defendant acts as marketing agent, and within one hundred fifty (150) days from the aforesaid date of entry to file with the Clerk of the Court an affidavit setting forth the fact and manner of compliance with this and the following paragraph.

April 23, 1985.
Dated

Charles M. Allen, Chief Judge

UNITED STATES v. WHITTENBERG ENGINEERING & CONSTRUCTION CO., ET AL.

Civil Action No. C 75-0380L(A)

Year Judgment Entered: 1978

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Whittenberg Engineering & Construction Co., F. W. Owens & Associates, Inc., Garst-Receveur Construction Co., Struck, Inc., Sullivan & Cozart, Inc., Coupe Construction Co., Platoff Construction Co., Inc., Ale Bornstein, Inc., Hays & Nicoulin, Inc., E. L. Noe & Sons, Inc., and W. C. Schickli Construction Co., Inc., U.S. District Court, W.D. Kentucky, 1979-1 Trade Cases ¶62,537, (Nov. 15, 1978)

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United States v. Whittenberg Engineering & Construction Co., F. W. Owens & Associates, Inc., Garst-Receveur Construction Co., Struck, Inc., Sullivan & Cozart, Inc., Coupe Construction Co., Platoff Construction Co., Inc., Ale Bornstein, Inc., Hays & Nicoulin, Inc., E. L. Noe & Sons, Inc., and W. C. Schickli Construction Co., Inc.

1979-1 Trade Cases ¶62,537. U.S. District Court, W.D. Kentucky, at Louisville, Civil Action No. C 75-0380L(A) Entered November 15, 1978.

(Competitive impact statement and other matters filed with settlement: 43 *Federal Register* 36146, 51860). Case No. 2491, Antitrust Division, Department of Justice.

Sherman Act

Collusive Bidding: Exchange of Information: General Contracting on Construction Work: Consent Decree.– Eleven general contracting companies in Louisville, Kentucky were barred by a consent decree from rigging bids and exchanging information on construction jobs. The decree would not prohibit a defendant from submitting a single bid through a joint venture and it would not apply to negotiations between a defendant and any other general contractor in connection with purchase, sale, lease or rental of general contracting supplies or equipment.

For plaintiff: John H. Shenefield, Asst. Atty. Gen., William E. Swope, Charles F. B. McAleer, Anthony E. Harris, John A. Weedon, William A. LeFaiver, Joan Farragher, and Deborah L. Hiller, Attys., Antitrust Div., Dept. of Justice. **For defendants:** Gordon B. Davidson and K. Gregory Haynes, for Whittenberg Engineering & Construction Co.; Frank E. Haddad, Jr., for Whittenberg Engineering & Construction Co., Sullivan & Cozart, Inc., Coupe Construction Co., Platoff Construction Co., Inc., Ale Bornstein, Inc.; Joseph E. Stopher, Robert Hanley, and Rodney Joslin, for F. W. Owens & Assoc., Inc.; Marshall P. Eldred and Kenneth J. Tuggle, for Garst-Receveur Construction Co. and Struck, Inc.; Kent McElwain, for Sullivan & Cozart, Inc.; Stanley V. Benovitz, for Ale Bornstein, Inc.; Chris C. Duvall, for E. L. Noe & Sons, Inc.; Oldham Clarke, for Coupe Construction Co.; Don H. Major, for Hays & Nicoulin, Inc., Joseph J. Kaplan, for W. C. Schickli Construction Co., Inc.

Final Judgment

ALLEN, D. J.: The plaintiff, having filed its complaint herein on November 20, 1975, and the defendants, having appeared by their respective attorneys and having filed their answers to the complaint denying the substantive allegations thereof; and plaintiff and defendants, by their respective attorneys, having consented to the making and entry of this Final Judgment herein, without trial or adjudication of, or finding on, any issues of fact or law herein, and without this Final Judgment constituting any evidence against or admission by any party with respect to any such issues;

Now, Therefore, without any testimony having been taken herein, and without trial or adjudication of or finding on any issues of fact or law herein, and upon consent of the parties hereto, it is hereby

Ordered, Adjudged and Decreed, as follows:

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I

[*Jurisdiction*]

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

II

[*Definitions*]

As used in this Final Judgment, the term:

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

(B) "General contracting services" shall mean the supervision of and/or the responsibility for the installation and/ or removal of materials for maintenance, construction, renovation, alteration, repair or destruction purposes;

(C) "General contractor" shall mean any person engaged in the business of providing general contracting services for customers:

(D) "General contracting supplies" shall mean lumber, steel, wall board, masonry, concrete, plumbing, heating and air conditioning equipment and other materials used for construction, destruction, renovation, or maintenance purposes; and

(E) "General contracting equipment" shall mean cranes, bulldozers, loaders, graders, other earth moving machinery, trucks, other vehicles, concrete mixers, concrete pumps, concrete transportation and finishing machinery, and other tools, machinery and equipment used for construction, destruction, renovation, or maintenance purposes.

III

[*Applicability*]

The provisions of this Final Judgment applicable to any defendant shall also apply to its subsidiaries, successors, assigns, officers, directors, agents, servants 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; *provided, however,* that this Final Judgment shall not apply to transactions or activities solely between a defendant and its directors, officers, employees, parent companies, subsidiaries or any of them when acting in such capacity.

IV

[*Collusive Bidding*]

Each defendant is enjoined and restrained from entering into, adhering to, participating in, maintaining, furthering, enforcing or claiming, either directly or indirectly, any rights under any contract, agreement, understanding, arrangement, plan, program, combination or conspiracy with any other general contractor to:

(A) Submit any noncompetitive, collusive, or complementary bid for any project requiring general contracting services;

(B) Include any agreed-upon charge in any bid on a project requiring general contracting services;

(C) Compensate unsuccessful bidders on a project requiring general contracting services;

(E) Exchange information concerning bid amounts or bid ranges with respect to general contracting jobs.

V

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[***Exchange of Information***]

Each defendant is enjoined and restrained from furnishing to or exchanging with any other defendant or with any other general contractor any information concerning the prices, terms or other conditions of sale or lease which any general contractor has submitted, intends to submit or is considering submitting to any prospective customer prior to the release of such information to the public or to the trade generally.

VI

[***Permitted Activities***]

Nothing in this Final Judgment shall be:

(A) Applicable to any prices, terms or other conditions of sale, lease or rental offered by a defendant to any other general contractor or offered by any other general contractor to a defendant in negotiating a purchase, sale, lease, or rental of general contracting supplies or general contracting equipment between that defendant and such other general contractor;

(B) Deemed to prohibit a defendant from entering into, participating in, or maintaining with any other person a joint venture or sub-contract agreement whereby a single bid will be submitted and the assets and facilities of each of the parties thereto will be combined for rendering general contracting services, provided that the transaction is denominated as a joint venture or sub-contract agreement in the bid submitted to the prospective customer.

VII

[***Compliance***]

Each defendant is ordered and directed for a period of five (5) years from the date of entry of this Final Judgment to affix to every bid or quotation for the rendering of general contracting services a written certification, signed by an officer of such defendant responsible for the preparation of bids or quotations, that such bid or quotation was not in any way the result, directly or indirectly, of any discussion, communication, agreement, understanding, plan or program, whether formal or informal, between such defendant and any other general contractor, except as specifically permitted by Paragraph VI of this Final Judgment.

VIII

[***Notice***]

Each defendant is ordered and directed to:

(A) Furnish a copy of this Final Judgment to each of its officers, directors, sales managers and service managers within thirty (30) days after the date of entry of this Final Judgment;

(B) Furnish a copy of this Final Judgment to each successor to those persons described in subparagraph (A) hereof within thirty (30) days after each such successor is employed;

(C) Attach to each copy of this Final Judgment furnished pursuant to subparagraphs (A) and (B) hereof a statement advising each person of his obligations and of such defendant's obligations under this Final Judgment, and of the criminal penalties which may be imposed upon him and/or upon such defendant for violation of this Final Judgment; and

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

IX

[***Inspections***]

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(A) For the purpose of determining or securing compliance with this Final Judgment, 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, partners, 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 Paragraph 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 by this Court for the purposes of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders or directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the modification of any of the provisions hereof, for the enforcement of compliance herewith, and for the punishment of violations hereof.

XI

[*Public Interest*]

Entry of this Final Judgment is in the public interest.

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UNITED STATES v. OWENSBORO RIVER SAND & GRAVEL CO., INC., ET AL.

Civil Action No. 77-0110-0(G)

Year Judgment Entered: 1979

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Owensboro River Sand & Gravel Co., Inc., and Transit-Mix Concrete Co., U.S. District Court, W.D. Kentucky, 1979-1 Trade Cases ¶62,519, (Jan. 25, 1979)

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United States v. Owensboro River Sand & Gravel Co., Inc., and Transit-Mix Concrete Co.

1979-1 Trade Cases ¶62,519. U.S. District Court, W.D. Kentucky, Civil Action No. 77-0110-0(G) Entered January 25, 1979.

(Competitive impact statement and other matters filed with settlement: 43 *Federal Register* 52298). Case No. 2605, Antitrust Division, Department of Justice.

Sherman Act

Price Fixing: Exchange of Information: Ready-Mix Concrete: Consent Decree.– Two ready-mix concrete producers in Kentucky were barred by a consent decree from fixing prices and exchanging information concerning prices, conditions, price changes and future prices in connection with the sale of ready-mix concrete or any other product. The exchange of information prohibition should not apply to *bona fide* transactions, joint bids or quotations or to the advertising to the public or trade in general.

For plaintiff: John H. Shenefield, Asst. Atty. Gen., William E. Swope, Charles F. B. McAleer, and John A. Weedon, Attys., Dept. of Justice, Donald S. Scherzer, William A. LeFaiver, and Robert M. Dixon, Attys., Dept. of Justice, Cleveland, Ohio. **For defendants:** Myron N. Krotinger, of Burke, Haber & Berick, Cleveland, Ohio, William L. Wilson, Sr., of Wilson, Wilson & Plain, Owensboro, Ky., for Owensboro River Sand & Gravel Co., Inc.; T. Kennedy Helm, III, of Stites, McElwain & Fowler, Louisville, Ky., for Transit-Mix Concrete Co.

Final Judgment

GORDON, D. J.: Plaintiff, United States of America, having filed its Complaint herein on July 22, 1977, and defendants, having appeared and responded to the Complaint, and the plaintiff and defendants 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 any admission by any party with respect to any issue of fact or law herein:

Now, therefore, before any testimony or evidence has been taken herein and upon said consent of the parties hereto, it is hereby

Ordered, Adjudged and Decreed as follows:

I

[*Jurisdiction*]

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

II

[*Definitions*]

As used in this Final Judgment:

(A) "person" means any individual, corporation, partnership, firm, association or other business or legal entity;

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(B) "ready mix concrete" means a mixture of cement and other materials, such as sand, stone, water and, at times, additives, which is used in the construction and improvement of various types of roadways, structures and appurtenances.

III

[*Applicability*]

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

[*Price Fixing*]

Each defendant is enjoined and restrained from entering into, adhering to, participating in, maintaining, furthering, enforcing or claiming, either directly or indirectly, any rights under any contract, agreement, understanding, arrangement, plan, program, combination or conspiracy with any person to determine, fix, raise, stabilize or maintain prices or other terms or conditions for the sale of ready mix concrete or any other product to any third person in the Commonwealth of Kentucky.

V

[*Exchange of Information*]

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

(A) communicating to any person prices at which, or terms or conditions upon which, ready mix concrete or any other product is then being sold or offered for sale by said defendant;

(B) communicating to any person information concerning:

(1) future prices at which, or terms or conditions upon which, ready mix concrete or any other product will be sold or offered for sale by said defendant;

(2) consideration by said defendant of changes or revisions in the prices at which, or the terms or conditions upon which, said defendant sells or offers to sell ready mix concrete or any other product;

(C) requesting from any person any information which said defendant could not communicate without violating subparagraphs (A) and (B) of this Section V.

VI

[*Business Transactions*]

Nothing in Section V of this Final Judgment shall prohibit any defendant from:

(A) formulating or submitting with any person a bona fide joint bid or quotation, when the submission of such joint bid or quotation has been requested by or is known to the purchaser;

(B) communicating information to any person in the course of, and related to, negotiation for, or entering into, or carrying out a bona fide purchase or sale transaction with such other person;

(C) advertising to the public or trade generally present or future prices at which, or terms or conditions upon which ready mix concrete or any other product is then being, or will be sold or offered for sale.

VII

[*Bid Affidavits*]

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Each defendant is ordered and directed for a period of five (5) years from the date of entry of this Final Judgment to affix to every written bid or quotation submitted by said defendant for ready mix concrete or any other product or any combination thereof a written certification, in substantially the form set forth in Appendix A attached hereto, signed by an officer or employee of such defendant having authority to determine the price or prices bid or quoted and responsible for the preparation of bids or quotations, that said bid or quotation was not the result, directly or indirectly, of any discussion, communication, agreement, understanding, plan or program, whether formal or informal, between such defendant and any other person, which is prohibited by the provisions of this Final Judgment.

VIII

[*Notice*]

Each defendant is ordered and directed to:

(A) within thirty (30) days after the date of entry of this Final Judgment, furnish a copy thereof to each of its officers and directors, and also to any employee having pricing authority or responsibility in connection with the sale of ready mix concrete or any other product in the Commonwealth of Kentucky;

(B) furnish a copy of this Final Judgment to each new officer, director, and also to any employee having pricing authority or responsibility in connection with the sale of ready mix concrete or any other product in the Commonwealth of Kentucky within thirty (30) days after employment;

(C) attach to each copy of this Final Judgment furnished pursuant to subsections (A) and (B) of this Section VIII a statement, in substantially the form set forth in Appendix B attached hereto, advising each person of his obligations and of such defendant's obligations under this Final Judgment, and of the penalties which may be imposed upon him and/or upon such defendant for violation of this Final Judgment; and

(D) to file with this Court and serve upon the plaintiff within sixty (60) days after the date of entry of this Final Judgment, an affidavit as to the fact and manner of its compliance with subsections (A) and (C) of this Section VIII.

IX

[*Inspection*]

For the purpose of determining or securing compliance with this Final Judgment and subject to any legally recognized privilege, from time to time:

(A) 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 a defendant made to its principal office, be permitted:

(1) access during 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, who may have counsel present, relating to any of the 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, employees, directors, partners or agents of such defendant, who may have counsel present, regarding any such matters.

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

No information or documents obtained by 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

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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 which is 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 the Federal Rules of Civil Procedure," then ten (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 orders or 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 hereof, or for the enforcement of compliance therewith, and punishment of violations thereof.

XI

[*Public Interest*]

Entry of this Final Judgment is in the public interest.

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UNITED STATES v. READY ELECTRIC CO., INC., ET AL.

Civil No. C75-0196L (A)

Year Judgment Entered: 1979

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Ready Electric Co., Inc., Henderson Electric Co., Inc., Marine Electric Co., Inc., Bornstein Electric Co., Inc., United Electric Co., Inc., Joe H. Hayes Electrical Co., Inc., Link Electric Co., Inc., Walter B. Diecks Electric Co., Mittel Electric Co., Inc., Middletown Electric Co., and Bentley Electric Co., Inc., U.S. District Court, W.D. Kentucky, 1979-2 Trade Cases ¶62,903, (Jul. 20, 1979)

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United States v. Ready Electric Co., Inc., Henderson Electric Co., Inc., Marine Electric Co., Inc., Bornstein Electric Co., Inc., United Electric Co., Inc., Joe H. Hayes Electrical Co., Inc., Link Electric Co., Inc., Walter B. Diecks Electric Co., Mittel Electric Co., Inc., Middletown Electric Co., and Bentley Electric Co., Inc.

1979-2 Trade Cases ¶62,903. U.S. District Court, W.D. Kentucky, at Louisville, Civil No. C75-0196L (A), Entered July 20, 1979, (Competitive impact statement and other matters filed with settlement: 44 *Federal Register* 19056).

Case No. 2468, Antitrust Division, Department of Justice.

Sherman Act

Collusive Bidding: Exchange of Information: Joint Ventures: Electrical Contracting Work: Consent Decree.– Eleven electrical contracting companies were enjoined by a consent decree from engaging in collusive bidding or from exchanging price information in connection with electrical contracting jobs. The provisions of the decree were not applicable to joint ventures.

For plaintiff: John H. Shenefield, Asst. Atty. Gen., William E. Swope, Charles F. B. McAleer, John A. Weedon, William A. LeFaiver, Edmund Round, and John Farragher, Attys., Dept. of Justice, Cleveland, Ohio. **For defendants:** Frank E. Haddad, Jr., Louisville, Ky., Bruce Baird, Louisville, Ky., for Ready Electric Co., Inc., Henderson Electric Co., Inc., Link Electric Co., Inc., Walter B. Diecks Electric Co., and Mittel Electric Co., Inc.; Wayne J. Carroll, of Ewen, MacKenzie & Peden, P. S. C., Louisville, Ky., for United Electric Co., Inc.; James G. Bowman, of Hogan, Taylor, Denzer & Bennett, Louisville, Ky., for Marine Electric Co., Inc.; James T. Carey, Louisville, Ky., for Bentley Electric Co., Inc.; Erwin G. Waterman, Louisville, Ky., for Bornstein Electric Co., Inc., John Tim McCall, Louisville, Ky., for Joe H. Hayes Electrical Co., Inc.; Wallace H. Spalding, Jr., Louisville, Ky., for Middletown Electric Co.

Final Judgment

Allen, D. J.: The Plaintiff, United States of America, having filed its Complaint herein on June 27, 1975, and the Defendants, having appeared by their respective attorneys and having filed their Answers to such Complaint denying the substantive allegations thereof; and Plaintiff and Defendants, by their respective attorneys, having consented to the making and entry of this Final Judgment herein, without trial or adjudication of, or finding on, any issues of fact or law herein and without this Final Judgment constituting any evidence against or admission by any party with respect to any such issues;

Now, Therefore, without any testimony having been taken herein, and without trial or adjudication of or finding on any issues of fact or law herein, and upon consent of the parties hereto, it is hereby

Ordered, Adjudged and Decreed, as follows:

I

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[*Jurisdiction*]

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

II

[*Definitions*]

As used in this Final Judgment:

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

(B) "Electrical contracting services" shall mean the contracting for, and the installation of, electrical wiring and equipment in or at job sites for new construction or for renovation purposes;

(C) "Electrical contracting supplies" shall mean products, including but not limited to, wire, conduit, safety switches, panelboards, switchboards, and starters, sold and installed by companies rendering electrical contracting services;

(D) "Electrical contractors" shall mean those companies engaged in the business of purchasing electrical contracting supplies from wholesale outlets, manufacturers' representatives, or directly from manufacturers, for resale to, and installation at, job sites of commercial, industrial, institutional, and governmental customers.

III

[*Applicability*]

The provisions of this Final Judgment applicable to any Defendant shall also apply to its subsidiaries, successors, assigns, officers, directors, agents, servants 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, provided, however, that this Final Judgment shall not apply to transactions or activities solely between a Defendant and its directors, officers, employees, parent companies, subsidiaries or any of them when acting in such capacity.

IV

[*Bidding Practices*]

Each Defendant is enjoined and restrained from entering into, adhering to, participating in, maintaining, furthering, enforcing or claiming, either directly or indirectly, any rights under any contract, agreement, understanding, arrangement, plan, program, combination or conspiracy with any other electrical contractor to:

(A) Submit any noncompetitive, collusive or complementary bid for any project requiring electrical contracting services;

(B) Include any agreed-upon charge in any bid on a project requiring electrical contracting services;

(C) Compensate unsuccessful bidders on a project requiring electrical contracting services;

(D) Refrain from bidding on a project requiring electrical contracting services;

(E) Exchange information concerning bid amounts or bid ranges with respect to electrical contracting jobs.

V

[*Price Information*]

Each Defendant is enjoined and restrained from furnishing to or exchanging with any other Defendant or with any other electrical contractor any information concerning the prices, terms or other conditions of sale or lease

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which any electrical contractor has submitted, intends to submit or is considering submitting to any prospective customer prior to the release of such information to the public or to the trade generally.

VI

[*Joint Ventures*]

Nothing in this Final Judgment shall be:

(A) Applicable to any price, terms or other conditions of sale, lease or rental offered by a Defendant to any other electrical contractor or offered by any other electrical contractor to a Defendant in negotiating a purchase, sale, lease, or rental of electrical contracting supplies or electrical contracting equipment between that Defendant and such other electrical contractor;

(B) Deemed to prohibit a Defendant from entering into, participating in, or maintaining with any other person a joint venture or sub-contract agreement whereby a single bid will be submitted and the assets and facilities of each of the parties thereto will be combined for rendering electrical contracting services, provided that the transaction is denominated as a joint venture or sub-contract agreement in the bid submitted to the prospective customer.

VII

[*Certification*]

Each Defendant is ordered and directed for a period of five (5) years from the date of entry of this Final Judgment to affix to every bid or quotation for the rendering of electrical contracting services a written certification, signed by an officer of such Defendant responsible for the preparation of bids or quotations, that such bid or quotation was not in any way the result, directly or indirectly, of any discussion, communication, agreement, understanding, plan or program, whether formal or informal, between such Defendant and any other electrical contractor, except as specifically permitted by Paragraph VI of this Final Judgment.

VIII

[*Notice*]

Each Defendant is ordered and directed to:

(A) Furnish a copy of this Final Judgment to each of its officers, directors, sales managers and service managers within thirty (30) days after the date of entry of this Final Judgment;

(B) Furnish a copy of this Final Judgment to each successor to those persons described in subparagraph (A) hereof within (30) days after each such successor is employed;

(C) Attach to each copy of this Final Judgment furnished pursuant to subparagraphs (A) and (B) hereof a statement advising each person of his obligations and of such defendant's obligations under this Final Judgment, and of the criminal penalties which may be imposed upon him and/or upon such defendant for violation of this Final Judgment; and

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

IX

[*Inspection*]

(A) For the purpose of determining or securing compliance with this Final Judgment, 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:

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(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, partners, 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 Paragraph 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 by this Court for the purposes of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders or directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the modification of any of the provisions hereof, for the enforcement of compliance herewith, and for the punishment of violations hereof.

XI

[*Public Interest*]

Entry of this Final Judgment is in the public interest.

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UNITED STATES v. STEWART MECHANICAL ENTERPRISES, INC.

Civil No. C75-0377L(A)

Year Judgment Entered: 1979

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY
AT LOUISVILLE

UNITED STATES OF AMERICA, Plaintiff,	)	
v.	)	Civil No. C75-0377L(A)
STEWART MECHANICAL ENTERPRISES, INC., Defendant.	)	Filed: March 15, 1979 Entered: 7/20/79

FINAL JUDGMENT

The Plaintiff, having filed its Complaint herein on November 18, 1975, and the Defendant, having appeared by its attorney, and having filed its Answer to such Complaint denying the substantive allegations thereof; and Plaintiff and Defendant, by their respective attorneys, having consented to the making and entry of this Final Judgment herein, without trial or adjudication of, or finding on, any issues of fact or law herein and without this Final Judgment constituting any evidence against or admission by any party with respect to any such issues;

NOW, THEREFORE, without any testimony having been taken herein, and without trial or adjudication of or finding on any issues 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 herein and of the parties hereto, and the Complaint states

claims upon which relief may be granted against Defendant under Section 1 of the Sherman Act, 15 U.S.C. § 1.

II

As used in this Final Judgment:

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

(B) "Mechanical contracting services" shall mean the contracting for, and the installation of, all phases of plumbing, pipe fitting, and sheet metal work in or at job sites for new construction or for renovation purposes;

(C) "Mechanical contractor" shall mean any person engaged in the business of providing mechanical contracting services for customers;

(D) "Mechanical contracting supplies" shall mean products, including, but not limited to, pipe, sanitary plumbing fixtures, valves, faucets, fittings, hangers, connectors, and heating and air conditioning units, sold and installed by companies rendering mechanical contracting services.

III

The provisions of this Final Judgment applicable to the Defendant shall also apply to its subsidiaries, successors, assigns, officers, directors, agents, servants 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, provided, however, that this Final Judgment shall not apply to transactions or activities solely between the Defendant and its directors, officers, employees, parent companies, subsidiaries or any of them when acting in such capacity.

IV

The Defendant is enjoined and restrained from entering into, adhering to, participating in, maintaining, furthering, enforcing or claiming, either directly or indirectly, any rights under any contract, agreement, understanding, arrangement, plan, program, combination or conspiracy with any other mechanical contractor to:

(A) Submit any noncompetitive, collusive or complementary bid for any project requiring mechanical contracting services;

(B) Include any agreed-upon charge in any bid on a project requiring mechanical contracting services;

(C) Compensate unsuccessful bidders on a project requiring mechanical contracting services;

(D) Refrain from bidding on a project requiring mechanical contracting services;

(E) Exchange information concerning bid amounts or bid ranges with respect to mechanical contracting jobs.

V

The Defendant is enjoined and restrained from furnishing to or exchanging with any other mechanical contractor any information concerning the prices, terms, or other conditions of sale or lease which any mechanical contractor has submitted, intends to submit or is considering submitting to any prospective customer prior to the release of such information to the public or to the trade generally.

VI

Nothing in this Final Judgment shall be:

(A) Applicable to any price, terms or other conditions of sale, lease or rental offered by the Defendant

to any other mechanical contractor or offered by any other mechanical contractor to the Defendant in negotiating a purchase, sale, lease, or rental of mechanical contracting supplies or mechanical contracting equipment between this Defendant and such other mechanical contractor;

(B) Deemed to prohibit the Defendant from entering into, participating in, or maintaining with any other person a joint venture or sub-contract agreement whereby a single bid will be submitted and the assets and facilities of each of the parties thereto will be combined for rendering mechanical contracting services, provided that the transaction is denominated as a joint venture or sub-contract agreement in the bid submitted to the prospective customer.

VII

The Defendant is ordered and directed for a period of five (5) years from the date of entry of this Final Judgment to affix to every bid or quotation for the rendering of mechanical contracting services a written certification, signed by an officer of the Defendant responsible for the preparation of bids or quotations, that such bid or quotation was not in any way the result, directly or indirectly, of any discussion, communication, agreement, understanding, plan or program, whether formal or informal, between the Defendant and any other mechanical contractor, except as specifically permitted by Paragraph VI of this Final Judgment.

VIII

The Defendant is ordered and directed to:

(A) Furnish a copy of this Final Judgment to each of its officers, directors, sales managers and service managers within thirty (30) days after the date of entry of this Final Judgment;

(B) Furnish a copy of this Final Judgment to each successor to those persons described in subparagraph (A) hereof within thirty (30) days after each such successor is employed;

(C) Obtain from each such person furnished a copy of this Final Judgment pursuant to subparagraphs (A) and (B) hereof, a signed receipt therefor, which receipt shall be retained in the Defendant's files;

(D) Attach to each copy of this Final Judgment furnished pursuant to subparagraphs (A) and (B) hereof a statement advising each person of his obligations and of the Defendant's obligations under this Final Judgment, and of the criminal penalties which may be imposed upon him and/or upon the Defendant for violation of this Final Judgment;

(E) Hold, within forty-five (45) days after the date of entry of this Final Judgment, a meeting of the persons described in subparagraph (A) hereof, at which meeting such persons shall be instructed concerning the Defendant's and their obligations under this Final Judgment. Similar meetings shall be held at least once a year for a period of five (5) years from the date of entry of this Final Judgment, which meetings shall also be attended by the persons described in subparagraph (B) hereof;

(F) Establish and implement a plan for monitoring compliance by the persons described in subparagraphs (A) and (B) hereof with the terms of this Final Judgment; and

(G) File with this Court and serve upon the Plaintiff within sixty (60) days after the date of entry of this Final Judgment, an affidavit as to the fact and manner of the Defendant's compliance with subparagraphs (A), (C) and (D) hereof.

IX

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

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

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

(B) The 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 Paragraph 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 the Defendant to the Plaintiff, the 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 the 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 the 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

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 or 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 hereof, for the enforcement of compliance herewith, and for the punishment of violations hereof.

XI

Entry of this Final Judgment is in the public interest.

/s/ Charles M. Allen
UNITED STATES DISTRICT JUDGE

Entered: July 20, 1979

UNITED STATES v. HALL CONTRACTING CORPORATION, ET AL.

Civil No. C 78-0063 L (B)

Year Judgment Entered: 1979

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY
AT LOUISVILLE

UNITED STATES OF AMERICA, Plaintiff, v. HALL CONTRACTING CORPORATION; DIXIE CONSTRUCTION CORPORATION; MIMS PIPELINE CONSTRUCTION COMPANY, INC.; and BUTLER PIPELINES, INC., Defendants.	)	Civil No. C 78-0063 L (B) Filed: 3/15/79 Entered: ~~August~~ September 11, 1979

FINAL JUDGMENT

The plaintiff, having filed its complaint herein on March 3, 1978, and the defendants, having appeared by their respective attorneys and having filed their answers to the complaint denying the substantive allegations thereof; and plaintiff and defendants, by their respective attorneys, having consented to the making and entry of this Final Judgment herein, without trial or adjudication of, or finding on, any issues of fact or law herein, and without this Final Judgment constituting any evidence against or admission by any party with respect to any such issues;

NOW, THEREFORE, without any testimony having been taken herein, and without trial or adjudication of or finding on any issues 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 herein and of the parties hereto, and the complaint states claims upon which relief may be granted against defendants under Section 1 of the Sherman Act, 15 U.S.C. § 1.

II

As used in this Final Judgment, the term:

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

(B) "Gas pipeline contracting services" means the business of installing, removing, altering, or repairing, or the rendering of other services regarding, gas pipeline and of selling appurtenances and materials associated therewith; and

(C) "Gas pipeline contractors" means those entities engaged in the business of providing gas pipeline contracting services to gas utilities.

III

The provisions of this Final Judgment applicable to any defendant shall also apply to its subsidiaries, successors, assigns, officers, directors, agents, servants 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; provided, however, that this Final Judgment shall not apply to transactions or activities solely between a defendant and its directors, officers, employees, parent companies, subsidiaries or any of them when acting in such capacity.

IV

Each defendant is enjoined and restrained from entering into, adhering to, participating in, maintaining, furthering, enforcing or claiming, either directly or indirectly, any rights under any contract, agreement, understanding, arrangement, plan, program, combination or conspiracy with any other gas pipeline contractor to:

(A) Exchange information concerning bid amounts or bid ranges with respect to gas pipeline contracting jobs;

(B) Allocate gas pipeline contracting jobs;

(C) Request or submit noncompetitive, collusive, complementary bids on gas pipeline contracting jobs;

(D) Refrain from bidding on gas pipeline contracting jobs.

V

Each defendant is enjoined and restrained from furnishing to or exchanging with any other defendant or any other gas pipeline contractor any information concerning the prices, terms or any other conditions of sale or lease which any gas pipeline contractor has submitted, intends to submit, or is considering submitting to any prospective customer, prior to the release of such information to the public or to the trade generally.

VI

Nothing in this Final Judgment shall be:

(a) Applicable to any prices, terms or other conditions of sale, lease or rental offered by a defendant to any other gas pipeline contractor or offered by any other gas pipeline contractor to a defendant in negotiating a purchase, sale, lease, or rental of gas pipeline contracting supplies or gas pipeline contracting equipment between that defendant and such other gas pipeline contractor;

(b) Deemed to prohibit a defendant from entering into, participating in, or maintaining with any other person a joint venture or sub-contract agreement whereby a single bid will be submitted and the assets and facilities of each of the parties thereto will be combined for rendering gas pipeline contracting services, provided that the transaction

is denominated as a joint venture or sub-contract agreement in the bid submitted to the prospective customer.

VII

Each defendant is ordered and directed for a period of five (5) years from the date of entry of this Final Judgment to affix to every bid or quotation for the rendering of gas pipeline contracting services a written certification, signed by an officer of such defendant responsible for the preparation of bids or quotations, that such bid or quotation was not in any way the result, directly or indirectly, of any discussion, communication, agreement, understanding, plan or program, whether formal or informal, between such defendant and any other gas pipeline contractor.

VIII

Each defendant is ordered and directed to:

(A) Furnish a copy of this Final Judgment to each of its officers, directors, superintendents, and other persons responsible for bid preparation or submission within thirty (30) days after the date of entry of this Final Judgment;

(B) Furnish a copy of this Final Judgment to each successor to those persons described in subparagraph (A) hereof within thirty (30) days after each such successor is employed;

(C) Obtain from each such person furnished a copy of this Final Judgment pursuant to subparagraphs (A) and (B) hereof, a signed receipt therefore, which receipt shall be retained in the defendants' files;

(D) Attach to each copy of this Final Judgment furnished pursuant to subparagraphs (A) and (B) hereof, a statement advising each person of his obligations and of such defendant's obligations under this Final Judgment, and of the criminal

penalties which may be imposed upon him and/or upon such defendant for violation of this Final Judgment;

(E) Hold, within forty (40) days after the date of entry of this Final Judgment, a meeting of the persons described in subparagraph (A) at which meeting such persons shall be instructed concerning the defendant's and their obligations under this Final Judgment. Similar meetings shall be held at least once a year for a period of five (5) years from the date of entry of this Final Judgment which meetings shall also be attended by persons described in subparagraph (B) hereof;

(F) Establish and implement a plan for monitoring compliance by the persons described in subparagraph (A) of this Section with the terms of the Final Judgment; and

(G) File with this Court and serve upon the plaintiff within sixty (60) days after the date of entry of this Final Judgment, an affidavit as to the fact and manner of its compliance with subparagraphs (A), (C) and (D) hereof.

IX

(A) For the purpose of determining or securing compliance with this Final Judgment, 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, partners, 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 Paragraph 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

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

XI

Entry of this Final Judgment is in the public interest.

Entered:

Date: ~~August~~ September 11, 1979

/s/ Thomas A. Ballantine

UNITED STATES DISTRICT JUDGE

UNITED STATES v. UNITED PIPELINE CONSTRUCTION CO., ET AL.

Civil No. C 78-0064 L (B)

Year Judgment Entered: 1979

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY
AT LOUISVILLE

UNITED STATES OF AMERICA, Plaintiff, v. UNITED PIPELINE CONSTRUCTION CO.; HALL CONTRACTING CORPORATION; and BUTLER PIPELINES, INC., Defendants.	)	Civil No. C 78-0064 L (B) Filed: March 15, 1979 Entered: ~~August~~ September 11, 1979

FINAL JUDGMENT

The plaintiff, having filed its complaint herein on March 3, 1978, and the defendants, having appeared by their respective attorneys and having filed their answers to the complaint denying the substantive allegations thereof; and plaintiff and defendants, by their respective attorneys, having consented to the making and entry of this Final Judgment herein, without trial or adjudication of, or finding on, any issues of fact or law herein, and without this Final Judgment constituting any evidence against or admission by any party with respect to any such issues;

NOW, THEREFORE, without any testimony having been taken herein, and without trial or adjudication of or finding on any issues 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 herein and of the parties hereto, and the complaint states claims upon which relief may be granted against defendants under Section 1 of the Sherman Act, 15 U.S.C. § 1.

II

As used in this Final Judgment, the term:

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

(B) "Water pipeline contracting services" means the business of installing, removing, altering, or repairing, or the rendering of other services regarding, water pipeline and of selling appurtenances and materials associated therewith; and

(C) "Water pipeline contractors" means those entities engaged in the business of providing water pipeline contracting services to water utilities.

III

The provisions of this Final Judgment applicable to any defendant shall also apply to its subsidiaries, successors, assigns, officers, directors, agents, servants 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; provided, however, that this Final Judgment shall not apply to transactions or activities solely between a defendant and its directors, officers, employees, parent companies, subsidiaries or any of them when acting in such capacity.

IV

Each defendant is enjoined and restrained from entering into, adhering to, participating in, maintaining, furthering, enforcing or claiming, either directly or indirectly, any rights under any contract, agreement, understanding, arrangement, plan, program, combination or conspiracy with any other water pipeline contractor to:

(A) Exchange information concerning bid amounts or bid ranges with respect to water pipeline contracting jobs;

(B) Allocate water pipeline contracting jobs;

(C) Request or submit noncompetitive, collusive, complementary bids on water pipeline contracting jobs;

(D) Refrain from bidding on water pipeline contracting jobs.

V

Each defendant is enjoined and restrained from furnishing to or exchanging with any other defendant or any other water pipeline contractor any information concerning the prices, terms or any other conditions of sale or lease which any water pipeline contractor has submitted, intends to submit, or is considering submitting to any prospective customer, prior to the release of such information to the public or to the trade generally.

VI

Nothing in this Final Judgment shall be:

(a) Applicable to any prices, terms or other conditions of sale, lease or rental offered by a defendant to any other water pipeline contractor or offered by any other water pipeline contractor to a defendant in negotiating a purchase, sale, lease or rental of water pipeline contracting supplies or water pipeline contracting equipment between that defendant and such other water pipeline contractor;

(b) Deemed to prohibit a defendant from entering into, participating in, or maintaining with any other person a joint venture or sub-contract agreement whereby a single bid will be submitted and the assets and facilities of each of the parties thereto will be combined for rendering water pipeline contracting services, provided that the transaction is denominated as a joint venture or sub-contract agreement in the bid submitted to the prospective customer.

VII

Each defendant is ordered and directed for a period of five (5) years from the date of entry of this Final Judgment to affix to every bid or quotation for the rendering of water pipeline contracting services a written certification, signed by an officer of such defendant responsible for the preparation of bids or quotations, that such bid or quotation was not in any way the result, directly or indirectly, of any discussion, communication, agreement, understanding, plan or program, whether formal or informal, between such defendant and any other water pipeline contractor.

VIII

Each defendant is ordered and directed to:

(A) Furnish a copy of this Final Judgment to each of its officers, directors, superintendents, and other persons responsible for bid preparation or submission within thirty (30) days after the date of entry of this Final Judgment;

(B) Furnish a copy of this Final Judgment to each successor to those persons described in subparagraph (A) hereof within thirty (30) days after each such successor is employed;

(C) Obtain from each such person furnished a copy of this Final Judgment pursuant to subparagraphs (A) and (B) hereof, a signed receipt therefore, which receipt shall be retained in the defendants' files;

(D) Attach to each copy of this Final Judgment furnished pursuant to subparagraphs (A) and (B) hereof, a statement advising each person of his obligations and of such defendant's obligations under this Final Judgment, and of the criminal penalties which may be imposed upon him and/or upon such defendant for violation of this Final Judgment;

(E) Hold, within forty (40) days after the date of entry of this Final Judgment, a meeting of the persons described in subparagraph (A) at which meeting such person shall be instructed concerning the defendant's and their obligations under this Final Judgment. Similar meetings shall be held at least once a year for a period of five (5) years from the date of entry of this Final Judgment which meetings shall also be attended by persons described in subparagraph (B) hereof;

(F) Establish and implement a plan for monitoring compliance by the persons described in subparagraph (A) of this Section with the terms of the Final Judgment; and

(G) File with this Court and serve upon the plaintiff within sixty (60) days after the date of entry of this Final Judgment, an affidavit as to the fact and manner of its compliance with subparagraphs (A), (C) and (D) hereof.

IX

(A) For the purpose of determining or securing compliance with this Final Judgment, 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, partners, 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 Paragraph 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 platintiff, 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

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

XI

Entry of this Final Judgment is in the public interest.

Entered:

Date: September ~~August~~ 11, 1979

/s/ Thomas A. Ballantine

UNITED STATES DISTRICT JUDGE