

**APPENDIX A:**  
**FINAL JUDMGENTS**  
**(Ordered by Year Judgment Entered)**

UNITED STATES V. ADDYSTON PIPE & STEEL COMPANY, ET AL.

Civil No. 539

Year Judgment Entered: 1900

THE UNITED STATES OF AMERICA  
VS.  
ADDYSTON PIPE & STEEL COMPANY ET AL.

Civil No. 539.

This cause came on to be further heard on this the 5th day of April, 1900, before the Hon. C. D. Clark, judge of the District and Circuit Courts of the United States for the Eastern District of Tennessee, upon the record at large and the mandate of the honorable Supreme Court of the United States of America, which mandate is in words and figures as follows:

"UNITED STATES OF AMERICA, ss:

"The President of the United States of America to the honorable the judges of the Circuit Court of the United States for the Eastern District of Tennessee.

"GREETING:

"Whereas lately in the United States Circuit of Appeals for the Sixth Circuit, in a cause between the United States, appellant, and The Addyston Pipe and Steel Company, Dennis Long & Co., Howard-Harrison Iron Co., Anniston Pipe & Foundry Co., South Pittsburg Pipe Works, and Chattanooga Foundry & Pipe Works, appellees, wherein the decree of the said Circuit Court of Appeals entered in said cause on the 14th day of February, A. D. 1898, is in the following words, viz:

" 'This cause came on to be heard on the transcript of the record from the Circuit Court of the United States for the Eastern District of Tennessee, and was argued by counsel.

" 'On consideration whereof, it is now here ordered, adjudged, and decreed by this court that the decree of the said Circuit Court in this cause be, and the same is hereby, reversed, with instructions to enter a decree for the United States, perpetually enjoining the defendants from maintaining the combination in cast-iron pipe described in the bill, and from doing business thereunder.'

"as by the inspection of the transcript of the record of the said United States Circuit Court of Appeals, which was brought into the Supreme Court of the United States by virtue of an appeal agreeably to the act of Congress, in such case made and provided, fully and at large appears.

"And whereas, in the present term of October, in the year of our Lord one thousand eight hundred and ninety-nine, the said cause came on to be heard before the said Supreme Court, on the said transcript of record, and was argued by counsel:

"On consideration whereof it is now here ordered, adjudged, and decreed by this court that the decree of the said United States Circuit Court of Appeals in this cause be, and the same is hereby, modified and limited in ac-

cordance with the opinion of this court, and, as thus modified and limited, be, and the same is hereby, affirmed.

"And it is further ordered that this cause be, and the same is hereby, remanded to the Circuit Court of the United States for the Eastern District of Tennessee.

"You, therefore, are hereby commanded that such further proceedings be had in said cause, in conformity with the opinion and decree of this court as according to right and justice, and the laws of the United States, ought to be had, the said appeal notwithstanding.

"Witness the honorable Melville W. Fuller, Chief Justice of the United States, the 16th day of February, in the year of our Lord one thousand nine hundred.

"JAMES H. MCKENNEY,

*"Clerk of the Supreme Court of the United States."*

From all of which it appears to the court that the decree of the honorable Circuit Court of Appeals of the United States heretofore rendered in the cause at Cincinnati, Ohio, perpetually enjoining and inhibiting all of the defendants from maintaining the combination in cast-iron pipe described in the bill was affirmed, and said cause remanded to this court for further decree to carry said mandate into effect. The court is therefore pleased to order, adjudge, and decree that the injunction prayed for in the bill or petition in this cause be and the same is hereby made perpetual, and all of said defendants are perpetually enjoined from maintaining the combination in cast-iron pipe described in the bill and from doing business thereunder. And it is further decreed that the defendants pay all costs of this cause in the Supreme Court of the United States, the Circuit Court of Appeals and this court, for all of which an execution will issue.

[JUNE 5, 1900.]

UNITED STATES V. RETAIL LIQUOR DEALERS ASSOCIATION OF CHATTANOOGA,  
ET AL.

Civil No. 2554

Year Judgment Entered: 1957

**Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Retail Liquor Dealers Association of Chattanooga, Chattanooga Wholesale Liquor Dealers Association, United Liquors Corporation, Chattanooga Wholesale Company, Monarch Distributors, Inc., Union Wholesale Liquor Co., Inc., Isadore S. Deitch, Charles W. Hines, Ray H. Daley, James W. Rogers, Coke Bowman, Daniel Perlberg, William L. Springer, Harry D. Fielder, and Dan Daniels., U.S. District Court, E.D. Tennessee, 1957 Trade Cases ¶68,751, (Jun. 20, 1957)**

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United States v. Retail Liquor Dealers Association of Chattanooga, Chattanooga Wholesale Liquor Dealers Association, United Liquors Corporation, Chattanooga Wholesale Company, Monarch Distributors, Inc., Union Wholesale Liquor Co., Inc., Isadore S. Deitch, Charles W. Hines, Ray H. Daley, James W. Rogers, Coke Bowman, Daniel Perlberg, William L. Springer, Harry D. Fielder, and Dan Daniels.

1957 Trade Cases ¶68,751. U.S. District Court, E.D. Tennessee, Southern Division. Civil Action No. 2554. Filed June 20, 1957. Case No. 1248 in the Antitrust Division of the Department of Justice.

**Sherman Antitrust Act**

**Combinations and Conspiracies—Consent Decree—Practices Enjoined—Price Fixing—Resale Prices—Alcoholic Beverages.**—Wholesalers and retailers of alcoholic beverages and two trade associations were prohibited by a consent decree from entering into any understanding (1) to control prices, discounts, mark-ups, margins of profit, or terms at which alcoholic beverages are sold, (2) to induce or coerce any person to (a) adhere to prices, terms, or conditions at which such beverages are sold or (b) issue, print, or disseminate any price lists or other price information containing minimum or suggested resale prices, or (3) to communicate with any manufacturer or wholesaler for the purpose of inducing or coercing such manufacturer or wholesaler to establish minimum or suggested resale prices. The retailers were further prohibited from posting or adhering to any price lists containing minimum or suggested resale prices, mark-ups, or margins of profit. Also, the defendants were ordered to cancel all fair trade contracts.

**Combinations and Conspiracies—Consent Decree—Practices Enjoined—Exchange of Price Information—Trade Association Membership.**—Wholesalers and retailers of alcoholic beverages and two trade associations were prohibited by a consent decree from (1) circulating or exchanging price lists or other price information containing minimum or suggested resale prices, mark-ups, or margins of profit for alcoholic beverages, (2) belonging to or participating in any organization or program for (a) policing or reviewing prices or (b) restricting or preventing the distribution or sale of any brand of alcoholic beverage, or (3) organizing, becoming a member of, or participating in the activities of any trade association or other organization, the purpose of which relates to the distribution or sale of alcoholic beverages contrary to the provisions of the consent decree.

**Department of Justice Enforcement and Procedure—Consent Decrees—Specific Relief—Cancellation of Fair Trade Contracts.**—Alcoholic beverage retailers and wholesalers were directed to cancel their fair trade contracts which fix the resale price of any alcoholic beverage in the Chattanooga trading area. Also, the wholesalers were required to withdraw all outstanding price lists for alcoholic beverages.

**Department of Justice Enforcement and Procedure—Consent Decrees—Specific Relief—Dissolution of Trade Association.**—Where a consent decree prohibited wholesalers and retailers of alcoholic beverages from engaging in price fixing practices, the decree also ordered the dissolution of a wholesale liquor dealers' trade association.

**Department of Justice Enforcement and Procedure—Consent Decrees—Permissive Provisions—Legislative Activities.**—A consent decree entered against retailers and wholesalers of alcoholic beverages

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provided that nothing contained in the decree shall prohibit them from proposing or supporting legislation or the adoption of local, state, or federal regulations relating to the purchase, sale, or distribution of alcoholic beverages or from individually taking action required by legislation or regulation.

For the plaintiff: Raymond K. Carson and Walter W. Dosh.

For the defendants: D. L. Lansden, Nashville, Tenn., for Monarch Distributors, Inc., and Harry D. Fielder; John J. Hooker, Nashville, Tenn., for Chattanooga Wholesale Company and Dan Daniels; Vaughn Miller (Miller, Martin, Hitching & Tipton), Chattanooga, Tenn., for Coke Bowman and Chattanooga Wholesale Liquor Dealers Association; Harry Weill, Chattanooga, Tenn., for Retail Liquor Dealers Association of Chattanooga, Isadore S. Deitch, Charles W. Hines, Ray H. Daley, and James W. Rogers; and Charles A. Noone (Noone & Noone), Chattanooga, Tenn., for United Liquors Corporation, Union Wholesale Liquor Company, Inc., Daniel Perlberg, and William L. Springer.

### **Final Judgment**

LESLIE R. DARR, District Judge [ *In full text*]: The plaintiff, United States of America, having filed its complaint herein on June 30, 1955, and the defendants having appeared and filed their several answers to said complaint denying the substantive allegations thereof and any violation of law; and the said defendants, by their respective attorneys, 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; and the plaintiff, by its attorneys, not objecting to the form of this Final Judgment; and the Court having considered the matter and being duly advised:

Now, therefore, without the taking of any testimony, and without trial or adjudication of any issue of fact or law herein, it is hereby

Ordered, adjudged and decreed, as follows:

#### **I**

##### **[ Sherman Act]**

This Court has jurisdiction of the subject matter hereof and of all parties hereto. The complaint states a claim upon which relief may be granted against the defendants under Section 1 of the Act of Congress of July 2, 1890 entitled "An act to protect trade and commerce against unlawful restraints and monopolies," commonly known as the Sherman Act, as amended.

#### **II**

##### **[ Definitions]**

As used in this Final Judgment:

- (A) "Person" shall mean an individual, partnership, firm, corporation, association, trustee or any other business or legal entity;
- (B) "Alcoholic beverage" shall mean any whiskey, rum, gin, brandy, cordial, wine, cider, alcohol or any other spiritous, vinous, malt or fermented liquor, liquid or compound, by whatever name called, containing one-half of one per cent or more of alcohol by volume, which is fit for beverage purposes, except beer;
- (C) "Manufacturer" shall mean any person who distills, rectifies, blends, ferments or bottles any alcoholic beverage, or imports into the United States any alcoholic beverage from outside the United States, or who, as a distributor of alcoholic beverages, sells to a wholesaler for resale to a retailer;
- (D) "Chattanooga Trading Area" shall mean Hamilton County, Tennessee, and other counties in the State of Tennessee supplied with alcoholic beverages by Chattanooga wholesalers.

#### **III**



[ *Applicability of Judgment*]

The provisions of this Final Judgment applicable to any of the defendants shall apply to such defendants, their officers, agents, servants and employees, and to those persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise.

IV

[ *Price Fixing Practices*]

The defendants are jointly and severally enjoined and restrained from entering into, adhering to, maintaining or furthering, directly or indirectly, any contract, agreement, understanding, plan or program among themselves or with any other person to:

- (A) Control, fix, raise, adopt, stabilize or maintain prices, mark-ups, margins of profit, terms or conditions at which alcoholic beverages are sold or offered for sale to third persons;
- (B) Control, fix, raise, adopt, stabilize, maintain or eliminate discounts at which alcoholic beverages are sold or offered for sale to third persons;
- (C) Induce, compel or coerce, or attempt to induce, compel or coerce any person to adhere to, or to police or enforce adherence to, prices, terms or conditions at which alcoholic beverages are sold or offered for sale to third persons, or to any group or class of persons;
- (D) Induce, compel or coerce, or attempt to induce, compel or coerce any person to issue, print, write or disseminate any price lists or other price information containing minimum or suggested resale prices at which alcoholic beverages are to be sold or offered for sale to third persons, or to any group or class of persons;
- (E) Communicate, directly or indirectly, with any manufacturer or wholesaler for the purpose of inducing, compelling or coercing such manufacturer or wholesaler to establish, adopt, issue or enforce minimum or suggested resale prices, mark-ups, margins of profit or discounts at which alcoholic beverages are sold or offered for sale to third persons.

Nothing in this Section IV shall be deemed to prohibit defendants from proposing or supporting legislation or the adoption of local, state, or federal regulations relating to the purchase, sale or distribution of alcoholic beverages or from individually taking action required by local, state or federal legislation or regulation.

V

[ *Minimum Retail Prices*]

Each of the defendant retailers is enjoined and restrained from maintaining, posting, or adhering to any price lists or other price information prepared, issued or circulated by any other person, containing minimum or suggested retail prices, mark-ups or margins of profit for alcoholic beverages.

VI

[ *Price Lists—Concerted Activities*]

- (A) Each of the defendants is enjoined and restrained, for a period of five years from the effective date of this Final Judgment, from disseminating, circulating or exchanging, or preparing for dissemination, circulation or exchange, to or with any other person, price lists or other price information containing minimum or suggested resale prices, mark-ups or margins of profit for alcoholic beverages sold or offered for sale to third persons;
- (B) Each of the defendants is enjoined and restrained from belonging to or participating in any organization, plan or program for policing or reviewing prices at which alcoholic beverages are sold or offered for sale by any person;

(C) Each of the defendants is enjoined and restrained from belonging to or participating in any organization, plan or program for restricting, hindering or preventing the introduction of, or decreasing or eliminating the distribution or sale of, any brand of alcoholic beverage in the Chattanooga trading area, under threat of boycott or otherwise.

## VII

### [ *Withdrawal of Price Lists*]

Each of the defendant wholesalers is ordered and directed to:

(A) Withdraw from the possession or custody of retailers and other wholesalers, by written request personally delivered to each customer and other wholesaler, not later than fifteen (15) days from the effective date of this Final Judgment, all outstanding price lists and other documents or data previously issued or circulated by each such wholesaler which list, or contain any reference to, any minimum or suggested retail prices, mark-ups or margins of profit for alcoholic beverages;

(B) Not later than thirty (30) days from the effective date of this Final Judgment, furnish to each retailer in the Chattanooga trading area a written notification that, pursuant to the terms of this judgment, (1) any and all minimum or suggested retail prices, mark-ups and margins of profit for alcoholic beverages, previously issued or furnished by such wholesaler, have been withdrawn and cancelled, and (2) for a minimum period of five years from the effective date of this Final Judgment, such wholesaler will not issue, circulate or furnish to retailers any minimum or suggested retail prices, mark-ups or margins of profit for alcoholic beverages;

(C) Within sixty (60) days after the effective date of this Final Judgment, file an affidavit with this Court, and send a copy thereof to the plaintiff herein, setting forth the steps taken to comply with the terms of this Section VII.

## VIII

### [ *Fair Trade Contracts—Cancellation*]

(A) Each defendant is ordered and directed (1) to cancel all fair trade contracts to which he is a party and which fix or control the resale price of any alcoholic beverage in the Chattanooga trading area, and (2) to the extent that such defendant elects to sell alcoholic beverages in the Chattanooga trading area, during the period of five years from the effective date of this Final Judgment, to do so at prices individually determined by himself, without reference to fair trade prices established thereon.

(B) Each of the defendants is enjoined and restrained for the five year period provided for in sub-section (A) of this Section VIII, from urging, suggesting, persuading or coercing any manufacturer or wholesaler to establish, adopt, issue or enforce minimum or suggested resale prices for alcoholic beverages.

## IX

### [ *Trade Association—Dissolution*]

(A) Defendant Chattanooga Wholesale Liquor Dealers Association is ordered and directed to cause, within thirty (30) days after the date of entry of this Final Judgment, the dissolution of the Association and, within sixty (60) days after the date of entry of this Final Judgment its secretary or members shall file an affidavit with this Court, and send a copy thereof to the plaintiff herein, setting forth the steps taken to comply with the terms of sub-section (A) of this Section IX;

(B) Defendant Retail Liquor Dealers Association of Chattanooga having dissolved as a corporation *pendente lite*, all of the defendants are jointly and severally enjoined and restrained from organizing, becoming a member of, or participating, directly or indirectly, in the activities of any trade association or other organization, the purpose or functions of which relate to the distribution or sale of alcoholic beverages contrary to any provision of this Final Judgment.

## X

[ *Inspection and Compliance*]

For the purpose of 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 or place of business, be permitted:

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

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

No information obtained by the means provided in this Section X shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of such Department, 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 Retained*]

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

UNITED STATES V. TIMES PRINTING COMPANY

Civil No. 5836

Year Judgment Entered: 1970

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TENNESSEE  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

TIMES PRINTING COMPANY,

Defendant.

CIVIL ACTION NO. 5836

FINAL JUDGMENT

Entered: 3-27-70

Plaintiff, United States of America, having filed its complaint herein on February 24, 1970, the defendant having appeared by its counsel; and the parties hereto by their respective attorneys, having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, and without this Final Judgment constituting evidence or an admission by any party with respect to any such issue;

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

ORDERED, ADJUDGED, AND DECREED as follows:

I

This Court has jurisdiction of the subject matter of this action and of the parties hereto. The complaint states a claim for relief against the defendant under Section 2 of the Act of Congress of July 2, 1890, as amended (15 U.S.C. §2), commonly known as the Sherman Act.

## II

As used in this Final Judgment:

- (A) "Milline rate" means the theoretical cost of one line of advertising in one million newspapers of paid circulation. It is calculated by dividing the actual line rate by actual circulation as reported in the most recent Audit Bureau of Circulations Audit Report (or comparable statistics) and multiplying the result by one million;
- (B) "Circulation rates" means
- (1) the rates at which defendant sells its newspapers to customers and subscribers; and
  - (2) the rates at which it suggests that its newspapers be sold to customers and subscribers;
- (C) "Current Chattanooga News-Free Press milline rates" means those rates calculated by using the circulations reported in its September 30, 1969, Audit Bureau of Circulations Audit Report for 12 months ending September 30, 1969, and
- (1) with respect to retail advertising, the rates listed in its Retail Advertising rate card dated September 1, 1969;
  - (2) with respect to classified advertising, the rates listed in its Classified Advertising rate card dated September 1, 1969, as modified October 15, 1969; and
  - (3) with respect to general or national advertising, the rates listed in its General Advertising rate card dated November 1, 1969;
- (D) "Current Chattanooga News-Free Press circulation rates" means those rates listed as being in effect since June 29, 1969, in paragraph 11(a) of its Audit Bureau of Circulations Audit Report for 12 months ending September 30, 1969.

### III

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

### IV

(A) Effective thirty (30) days after the date of entry of this Final Judgment defendant is enjoined and restrained, for a period of three (3) years, from operating its morning and Sunday newspaper in Chattanooga at a loss; provided, however, that during this three (3) year period defendant may operate its morning and Sunday newspaper at a loss so long as it does not

(1) sell or offer to sell advertising lineage in said morning newspaper at milline rates which (a) for the first six (6) months of said three (3) year period are less than eighty (80%) per cent of the comparable current Chattanooga News-Free Press milline rates, and which (b) for the remaining thirty (30) months of said three (3) year period are less than the comparable current Chattanooga News-Free Press milline rates; or

(2) sell or offer to sell advertising lineage in said Sunday newspaper at milline rates which are less than eighty (80%) per cent of the comparable current Chattanooga News-Free Press milline rates; or

(3) reduce its charges for preprint tabloids below those which it had in effect on February 1, 1970; or

(4) establish, maintain or publish circulation rates for said morning and Sunday newspaper which, commencing sixty (60) days after the date of entry of this Final Judgment, are less than ninety (90%) per cent of the comparable current Chattanooga News-Free Press circulation rates.

(B) Notwithstanding the provisions of subparagraph (A) of this Section IV defendant may

- (1) reduce its milline or circulation rates in an amount equivalent to any reductions in current Chattanooga News-Free Press milline or circulation rates; and
- (2) continue in effect its existing school service program; and
- (3) sell its newspaper at reduced rates, or engage in free distribution for promotional purposes; provided, however, that the number of newspapers so distributed or sold shall at no time exceed the greater of either six (6%) per cent of total paid circulation or the number of newspapers being so distributed or sold by the Chattanooga News-Free Press; and
- (4) sell or offer to sell advertising lineage in subsequent issues of its morning newspaper at a reduced rate which reflects actual cost savings resulting from the use of the same mat, plate or type.

V

Should defendant resume publication of an evening newspaper in Chattanooga during the term of this Final Judgment it is enjoined and restrained

(A) For a period of three (3) years following the date of entry of this Final Judgment from operating said evening newspaper at a loss; provided, however, that during this three (3) year period defendant may operate said evening newspaper at a loss so long as it does not



- (1) sell or offer to sell advertising lineage in said evening newspaper at milline rates which are less than the comparable current Chattanooga News-Free Press milline rates; or
- (2) establish, maintain or publish charges for pre-print tabloids any lower than those which it had in effect on February 1, 1970; or
- (3) establish, maintain or publish circulation rates for said evening newspaper which are less than ninety (90%) per cent of the comparable current Chattanooga News-Free Press circulation rates.

(B) Notwithstanding the provisions of subparagraph (A) of this Section V, defendant may

- (1) reduce its milline or circulation rates in an amount equivalent to any reductions in current Chattanooga News-Free Press milline or circulation rates; or
- (2) sell its newspaper at reduced rates, or engage in free distribution for promotional purposes; provided, however, that the number of newspapers so distributed or sold shall at no time exceed six (6%) per cent of total paid circulation.

(C) For a period of three (3) years following the date of entry of this Final Judgment, from selling or offering to sell, at a reduced rate, advertising lineage in said evening newspaper in combination with the same advertising lineage in its morning and Sunday newspaper.

(D) For a period of ten (10) years following the expiration of said three (3) year period, from selling or offering to sell, at a reduced rate, advertising lineage in said evening newspaper

in combination with the same advertising lineage in its morning and Sunday newspaper, unless said rate reduction reflects actual cost savings resulting from the use of the same mat, plate or type.

## VI

Notwithstanding any of the other provisions of this Final Judgment, defendant is enjoined and restrained, for a period of thirteen (13) years, from intentionally operating any daily newspaper in Chattanooga below cost for the purpose, or with the probable effect, of eliminating a competing daily newspaper.

## VII

Effective thirty (30) days after the date of entry of this Final Judgment defendant is enjoined and restrained, for a period of three (3) years, from selling or offering to sell advertising lineage in any of its newspapers at rates other than those listed on published rate cards, which rate cards shall be made freely available to all advertisers and prospective advertisers; provided, however, that defendant may sell or offer to sell advertising lineage at rates other than those listed on its published rate cards to the extent that this is done to meet an off rate card sale or offer to sell by the Chattanooga News-Free Press.

## VIII

Defendant is enjoined and restrained, for a period of thirteen (13) years, from refusing to sell or to contract to sell advertising lineage in any of its newspapers separately.

## IX

Defendant is ordered and directed, for a period of thirteen (13) years, to continue to maintain on at least a

monthly basis, and to preserve, detailed records of the income and expense attributable to the operation of each of its newspapers.

## X

Defendant is ordered and directed upon entry of this Final Judgment to:

(A) Publish in the morning or Sunday Chattanooga Times, in the same size print as is used for news reporting, and in a news section of the paper, once a week for three (3) weeks, the text of this Final Judgment;

(B) Advise promptly, in writing, each employee, representative and agent of this Final Judgment and that each of them is subject to its provisions;

(C) File with the Court, with a copy to the plaintiff, a report of compliance with this Section X thirty (30) days following completion of the requirements of subparagraphs (A) and (B) above.

## XI

For the purpose of securing or determining compliance with this Final Judgment, duly authorized representatives of the Department of Justice shall, on written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to the defendant made to its principal office, be permitted, subject to any legally recognized privilege:

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

at to the reasonable convenience of defendant, and  
restraint or interference from it, to interview officers  
or employees of the defendant, who may have counsel present,  
regarding any such matters.

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

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

## XII

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

Dated: 3-27-76

/s/ Frank W. Wilson  
United States District Judge