

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,	:	
Plaintiff,	:	Civil Action
vs.	:	<u>No. 92-388</u>
CIGARETTE MERCHANTISERS ASSOCIATION,	:	<u>ORDER</u>
INC., et. al.,	:	
Defendants.	:	
- - - - -	:	x

A motion having been duly made by United States of America for orders and directions in connection with the Final Judgment filed in this action on January 9, 1957, and defendants having consented to the relief prayed for in the petition of United States of America dated March 12, 1964 on which said motion is based, and the Court having heard counsel for United States of America and for defendants on the subject of such relief, and having given due deliberation thereon, it is

ORDERED that defendant Cigarette Merchandisers Association, Inc. (herein referred to as "Association"), shall expel from membership in the Association: Albert Ford, B & M Automatic Vending Co., Commercial Cigarette Service, G & W Cigarette Service Corp., La Salle Cigarette Corp., Majestic Operating Co., Inc., Pure-Pac Vending Machine Co. and all other members of the Association who presently are parties to contracts, agreements or understandings with location owners containing automatic renewal clauses in violation of Section VII(2) of the Final Judgment herein unless within sixty days after entry of this Order the Association submits to the plaintiff herein proof by affidavit that the aforesaid members have unilaterally cancelled such automatic renewal provisions contained in their contracts, agreements or understandings and given written assurance to all location owners

who are parties thereto that the said automatic renewal provisions will not be enforced by such members, and it is further

ORDERED that within sixty days after entry of this Order the Association shall submit to the plaintiff herein proof by affidavit of the President or Managing Director of the Association that each of its members, other than those affected by the preceding provision of this Order, has certified to the Association that such member has examined all of its presently outstanding contracts, agreements and understandings with location owners, and that there are no automatic renewal clauses in any of them, and it is further

ORDERED that in the event that the preceding provisions of this Order are not complied with, Association will take immediate steps to expel any and all of such non-complying members and submit to the plaintiff within ten days of such expulsion a verified copy of the Association's minutes or other corporate record which will reflect the action taken by the Association with respect to such expulsion, and it is further

ORDERED that Section IV(B) of the Final Judgment herein be and the same hereby is amended to read as follows:

A. The By-Laws of the Association shall continue to incorporate the substance of Sections V, VI and VII of this Final Judgment, and the Association shall continue to require each present and future member, as a condition of membership or retention of membership, to abide by the provisions of those Final Judgment Sections.

B. The By-Laws of the Association shall be amended to provide that, as a condition of membership or retention of membership, each member or future member shall file with the Association a listing of each placement and a written notice of each removal of a cigarette vending machine by that

member or future member within thirty days after the date of the placement or removal, and that with each such listing of a placement the member or future member shall simultaneously file with the Association a copy of any written contract or agreement therefor, or, where the placement is pursuant to an oral contract, agreement or understanding, a written statement which reflects the names of the parties, the date of the oral contract, agreement or understanding, the location of the placement, and the expiration date thereof. Within sixty days the Association shall submit to plaintiff herein proof by affidavit of the President or Managing Director of the Association that the foregoing By-Law amendments have been adopted by the Association and that each member has received a copy of this Order.

C. The Association is ordered and directed to review, upon receipt thereof, each copy or written statement of a contract, agreement or understanding between a member and a location owner so filed with the Association to determine whether the same is in conflict with its By-Law provisions incorporating Sections V, VI and VII of the Final Judgment, and whether the procedures required by this Section IV(B), as amended have been complied with, and it is further

ORDERED that all of the other provisions of the Final Judgment herein not amended by this Order shall continue in full force and effect.

Dated: New York, New York

April 29th, 1964.

/s/ Arthur J. Ryan
United States District Judge

We hereby consent to the making and entry of the foregoing Order:

FOR THE PLAINTIFF:

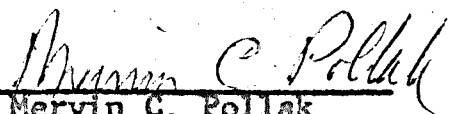
/s/ John J. Galgay

/s/ John D. Swartz

/s/ Louis Perlmutter

Attorneys, Department of Justice

FOR THE DEFENDANTS:


Mervin C. Pollak
Attorney for Defendants
Cigarette Merchandisers
Association, Inc., et. al.