

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

THE GREYHOUND CORPORATION,

Defendant.

Civil Action
No. 57C1107

Filed: June 27, 1957

FINAL JUDGMENT

The plaintiff, United States of America, having filed its complaint herein on June 27, 1957; the defendant having appeared and filed its answer to such complaint denying the substantive allegations thereof; and the parties hereto, by their respective attorneys, having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, and without any admission by any party hereto 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, c. 647, 26 Stat. 209, entitled "An Act to protect trade and commerce from unlawful restraints and monopolies", commonly known as the Sherman Act, as amended.

II

As used in this Final Judgment:

(A) "Defendant" means defendant The Greyhound Corporation, a Delaware corporation, which has its principal office and place of business at Chicago, Illinois, and each and all of its subsidiaries, all of which, including The Greyhound Corporation, collectively, shall for the purposes of this judgment be deemed to be one person;

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

(C) "Subsidiary" means any domestic corporation which is a bus operator, a terminal company, manufacturer or distributor of buses, and a majority of whose voting capital stock is owned or controlled by the defendant;

(D) "Bus operator" means any person who engages as a common carrier in the transportation of passengers under a certificate issued by the Interstate Commerce Commission;

(E) "Bus" means any motor vehicle used or intended for use by a bus operator in the transportation of passengers under a certificate issued by the Interstate Commerce Commission, and shall include

accessories, tires and parts used or intended for use therewith;

(F) "Terminal" means any facility used by any bus operator for the arrival and departure of buses and for the selling of tickets;

(G) "Development contract" means any contract or agreement for the development of buses between Greyhound and any bus manufacturer giving, directly or indirectly, to Greyhound the exclusive or preferential right to any type or model of bus.

III

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

IV

Defendant is enjoined and restrained from entering into, maintaining, adhering to, or claiming any rights under, any contract, agreement or understanding having the effect of:

(A) Requiring or otherwise obligating defendant to buy all or any specified percentage of its requirements of buses from any designated source;

(B) Preventing, limiting or restricting any person from selling buses to any third person: Provided, however, that nothing in this

subsection (B) shall prevent defendant from exercising any legal rights it may hereafter acquire growing out of its ownership of patents or engineering data, drawings, blueprints, plans, specifications, tools, dies, jigs, fixtures, patterns or similar items used or capable of use in the manufacture of buses and not in existence on the date of entry of this Final Judgment;

(C) Allocating, dividing, assigning or reserving territories with any other bus operator;

(D) Limiting, restricting or denying the services or facilities of, or otherwise excluding any bus operator from, any terminal not owned or controlled in whole or in part by defendant.

V

Defendant is enjoined and restrained from:

(A) Purchasing any commodity (including but not limited to buses and fuel) from any person known to defendant to be the owner of more than three per cent of the capital stock of defendant;

(B) Having as an officer, director or employee or permitting any person so to continue who is also an officer, director or employee of any domestic manufacturer of buses not a wholly owned subsidiary of defendant; Provided, however, that nothing in this subsection (B) shall prevent defendant from utilizing the services of any employee of a manufacturer of buses on a temporary basis not to exceed ninety days in any one year;

(C) Seeking or knowingly receiving from any person (other than a

lending institution not controlled by a manufacturer of buses or by a vendor of fuel for buses) terms, prices, services, facilities or credit arrangements in connection with the purchase of buses or fuel for buses which are not available to other bus operators; Provided, however, that nothing herein contained shall prevent defendant from obtaining or receiving differentials which make only due allowance for differences in the cost of manufacture, sale, or delivery resulting from the differing methods or quantities in which such commodities are sold or delivered to defendant:

(D) Selling any bus upon any term, condition or understanding which restricts or limits the use to which such bus may be put or the persons to whom or the time within which such bus may be resold; nothing in this subsection shall prohibit restrictions, the sole purpose of which, is the protection of a lien incident to a deferred payment sale, and the effect of which is not to limit competition between the purchaser and defendant;

(E) Having its directors, officers, employees or agents comprise more than one-third ($1/3$) of the board of directors or executive committee of National Bus Traffic Association, Inc.;

(F) Conditioning the use by a bus operator, of any terminal owned or controlled by defendant, upon an agreement to refrain from competing with defendant;

(G) Discriminating against a bus operator, using a terminal owned or controlled by defendant in the provision of usual terminal services and facilities (other than loading docks where adequate loading docks of equal desirability are not available), including, but not limited to, the sale and issue of tickets, the routing of passengers, and the dissemi-

nation of travel information;

(H) Evicting a bus operator from any terminal, owned or controlled by defendant; Provided, however, that paragraphs (G) and (H) shall not be so construed as to prevent defendant from requiring tenants to execute written tenancy agreements or requiring compliance with reasonable tenancy agreements and terms and rules established for the operation of any terminal owned or controlled by it.

VI

Defendant Greyhound is ordered and directed within thirty days from the date of entry of this Final Judgment to dedicate to the public all United States Letters Patent owned or controlled by it on said date of entry relating to the design and/or manufacture of buses.

VII

Pending entry of a Final Judgment in United States v. General Motors Corporation, Civil No. 15816 (E.D.Mich.), defendant is directed to use, and to continue to use, its best efforts to obtain, one or more suitable sources of supply for its new buses in addition to General Motors Corporation. If, after the entry of a Final Judgment, not subject to appeal, in favor of plaintiff in United States v. General Motors Corporation, defendant shall not have obtained such a suitable source of supply, defendant shall so notify the Court, on notice to the Attorney General, and the Court may grant such additional relief, in favor of the plaintiff, as may be required in the circumstances.

VIII

Defendant is enjoined and restrained from entering into any

development contract, as defined herein, with General Motors Corporation until after the expiration of a period of four years from the date of entry of this Final Judgment or until the entry of a Final Judgment in United States v. General Motors Corporation, Civ. No.15816, (E.D.Mich.), whichever occurs sooner.

IX

Nothing contained in this judgment shall be deemed to restrain or prevent defendant from entering into any agreement which under the provisions of any United States statute is at the time subject to the approval of the Interstate Commerce Commission, or from taking any action, which shall have been approved by the Interstate Commerce Commission.

X

For the purpose of securing 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 defendant made to its principal office, be permitted, subject to any legally recognized privilege:

(A) Access, during office hours of 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;

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

Upon such written request, defendant shall submit such reports in writing with respect to the matters contained in this Final Judgment as may from time to time be necessary to the enforcement of this Final Judgment.

No information obtained by the means permitted in this Section X, shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Department of Justice 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.

XI

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

Dated: June 27, 1957

/s/ John P. Barnes
United States District Judge

We hereby consent to the making and entry of the foregoing Final Judgment.

For the Plaintiff:

s/ Victor R. Hansen
Assistant Attorney General

s/ Albert Parker

s/ W. D. Kilgore, Jr.

s/ Charles F. B. McAleer

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s/ George W. Rauch