

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Standard Oil Co. (New Jersey), Socony-Vacuum Oil Co., Inc., Standard Oil Co. of California, The Texas Co. and Gulf Oil Corp., U.S. District Court, S.D. New York, 1969 Trade Cases ¶72,742, (May 29, 1968)

Federal Antitrust Cases

Trade Regulation Reporter - Trade Cases (1932 - 1992) ¶72,742

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United States v. Standard Oil Co. (New Jersey), Socony-Vacuum Oil Co., Inc., Standard Oil Co. of California, The Texas Co. and Gulf Oil Corp.

1969 Trade Cases ¶72,742. U.S. District Court, S.D. New York. Civil Action No. 86-27. Filed May 29, 1968.

Headnote

Sherman Act

Conspiracy—Monopoly—Interstate and Foreign Commerce—Petroleum—Superseding Consent

Decree.—A superseding consent decree entered against a firm in a government suit charging five oil companies with conspiracy and monopolization of U. S. foreign trade in petroleum differed from the earlier decrees in that (1) the firm would be permitted to engage in joint storage operations, pool MER agreements were excluded from a ban against allocating production, the purchase of natural hydrocarbons was added to the list of activities undertaken through joint production operations, primary joint companies would not include express agreements made pursuant to U. S. government requirements, “primary joint company” and “participants” were defined, the privilege of modifying a decree to equalize it with others was liberalized, and the judgments, when they expired, would preclude the government from bringing further proceedings on any claim made in the action. Additionally, sales by a particular pipeline for use in four countries were excluded from restrictions on the firm's activities with respect to primary and secondary joint operating companies and related acquisitions.

Superseding consent decree in [1960 Trade Cases ¶ 69,849](#) (Standard (N. J.)).

For the plaintiff: Donald F. Turner, Asst. Atty. Gen., William D. Kilgore, Jr., Wilbur L. Fugate and David I. Haberman, Attys., Dept. of Justice, Washington, D. C.

For the defendant: Sullivan and Cromwell, by Arthur H. Dean; Grant W. Kelleher* Counsel, Standard Oil Co. (N. J.).

Superseding Final Judgment

RYAN, D. J.: Plaintiff, United States of America, having filed its complaint in the United States District Court for the District of Columbia on April 21, 1953; the case having been transferred to this Court on June 8, 1953; defendant Standard Oil Company (New Jersey) having appeared and filed its answer to the complaint denying the substantive allegations thereof; and the plaintiff and the said defendant, by their attorneys, having severally consented to the entry of a Final Judgment on November 14, 1960, and to the entry of this Superseding Final Judgment in substitution for the aforesaid Final Judgment, without trial or adjudication, of any issue of fact or law herein and without admission by either of them in respect to any such issue;

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

Ordered, Adjudged and Decreed as follows:

I

[*Jurisdiction*]

This Court has jurisdiction of the subject matter herein and of the parties signatory hereto. The complaint states claims upon which relief may be granted against the defendant Standard Oil Company (New Jersey) under Sections 1 and 2 of the Act of Congress of July 2, 1890, as amended, entitled "An act to protect trade and commerce against unlawful restraints and monopolies", commonly known as the Sherman Act, and under Section 73 of the Act of Congress of August 27, 1894, as amended, entitled "An Act To reduce taxation, to provide revenue for the Government, and for other purposes", commonly known as the Wilson Tariff Act.

II

[*Definitions*]

For purposes of this Superseding Final Judgment only:

(A) "Jersey" means defendant Standard Oil Company (New Jersey) and its subsidiaries, or any of them (including Standard Oil Company (New Jersey)).

(B) "Socony" means defendant Socony Mobil Oil Company, Inc., and its subsidiaries, or any of them (including Socony Mobil Oil Company, Inc.).

(C) "StanVac" means Standard Vacuum Oil Company and its subsidiaries, or any of them (including Standard Vacuum Oil Company).

(D) "Subsidiary" means, in respect of any company, a corporation of which more than 50% of its stock entitled to vote for the election of directors is owned, directly or indirectly, or more than 50% of such stock is controlled, by that company.

(E) "Primary joint company" means:

(1) A subsidiary of Standard Oil Company (New Jersey), engaged in the production, refining, transportation, distribution or sale of crude oil or petroleum products, in which

(a) one or more of the following companies own, directly or indirectly, or control stock entitled to vote for the election of directors: (i) Socony Mobil Oil Company, Inc., Standard Oil Company of California, Texaco Inc., Gulf Oil Corporation, The British Petroleum Company Limited, Royal Dutch Petroleum Company, Shell Transport and Trading Company or any company which by virtue of the acquisition of the stock or assets of any such company, continues the respective business of such company; (ii) any subsidiary of any company, other than Standard Oil Company (New Jersey), referred to in (1)(a) of this subsection; (iii) any other company of which more than 50% of its stock entitled to vote for the election of directors is owned, directly or indirectly, or more than 50% of such stock is controlled, by two or more of the companies referred to in (1) (a) (i) and (ii) of this subsection or by Standard Oil Company (New Jersey) and one or more of such companies; and

(b) any, some or all of the companies referred to in (1)(a) of this subsection, other than Standard Oil Company (New Jersey), have acquired any of the voting stock of such subsidiary by express agreement with Jersey (unless such express agreement was or is made pursuant to a requirement of the United States or of a foreign nation or nations in which such subsidiary operates); or

(2) A corporation, not a subsidiary of Standard Oil Company (New Jersey), engaged in the production, refining, transportation, distribution or sale of crude oil or petroleum products, if:

(a) more than 50% of its stock entitled to vote for the election of directors is owned directly or indirectly, or more than 50% of such stock is controlled, by Standard Oil Company (New Jersey) and one or more of the companies, other than Standard Oil Company (New Jersey), referred to in (1)(a) of this subsection; and

(b) any, some or all of the companies referred to in (2) (a) of this subsection, other than Jersey, (i) already owned any of the aforesaid voting stock of such corporation at any time when any of its aforesaid voting stock was or is acquired by Jersey (unless such acquisition was or is pursuant to a requirement of the United States or of a foreign nation or nations in which such corporation operates); or (ii) have acquired any of the aforesaid voting stock of such corporation by express agreement with Jersey (unless such express agreement was or is made pursuant to a requirement of the United States or of a foreign nation or nations in which such corporation operates); and

(c) a Final Judgment containing provisions substantially similar to those contained in this subsection and subsection (C) of Section VII hereof is entered in this action against such of the companies referred to in (1)(a) (i) of this subsection which own directly or indirectly, or control, together with Standard Oil Company (New Jersey) more than 50% of the aforesaid voting stock of such corporation.

(F) "Secondary joint company" means a corporation engaged in the production, refining, transportation, distribution or sale of crude oil or petroleum products, if:

(1) more than 50% of its stock entitled to vote for the election of directors is owned directly or indirectly, or more than 50% of such stock is controlled, by Standard Oil Company (New Jersey) and one or more of the companies, other than Jersey, referred to in subsection (E)(1) (a) of this Section; and

(2) not more than 50% of its aforesaid voting stock is owned directly or indirectly, or not more than 50% of such stock is controlled, by Standard Oil Company (New Jersey), or by Standard Oil Company (New Jersey) and any, some or all of the following companies: (a) Socony Mobil Oil Company, Inc., Standard Oil Company of California, Texaco Inc., Gulf Oil Corporation, or any company which by virtue of the acquisition of the stock or assets of any such company, continues the respective business of any of such companies, (b) any subsidiary of any company, other than Standard Oil Company (New Jersey), referred to in (2) (a) of this subsection, (c) any other company of which more than 50% of its stock entitled to vote for the election of directors is owned directly or indirectly, or more than 50% of such stock is controlled, by two or more, or by Standard Oil Company (New Jersey) and one or more, of the companies referred to in (2) (a) and (2) (b) of this subsection; and

(3) any, some or all of the companies referred to in subsection (E)(1)(a), other than Jersey, (a) already owned, any of the aforesaid voting stock of such corporation at any time when any of its aforesaid voting stock was or is acquired by Jersey (unless such acquisition was or is pursuant to a requirement of the United States or of a foreign nation or nations in which such corporation operates), or (b) have acquired any of the aforesaid voting stock of such corporation by express agreement with Jersey (unless such express agreement was or is made pursuant to a requirement of the United States or of a foreign nation or nations in which such corporation operates); and

(4) a Final Judgment containing provisions substantially similar to those contained in this subsection and subsections (D), (E) and (F) of Section VII hereof is entered in this action against Socony Mobil Oil Company, Inc. and Standard Oil Company of California.

(G) "Person" means an individual, partnership, firm, corporation, or any other legal entity, except as otherwise qualified in this Superseding Final Judgment.

(H) "Natural hydrocarbons" means crude oil, natural gas, natural gasoline, and natural asphalt.

(I) "Joint production operation" means an undertaking in which Jersey and any other person or persons are participants, whether directly or indirectly or as principals, agents or owners of stock or other proprietary interests, for the carrying on, by the undertaking or by the participants, jointly or severally, of any one or more of the following activities: (1) the acquisition and holding of acreage solely within a foreign nation or nations, (2) the exploration, solely within a foreign nation or nations for natural hydrocarbons, (3) the production, solely within a foreign nation or nations, of natural hydrocarbons, (4) the purchase of the natural hydrocarbons so produced, (5) the treatment, solely within a foreign nation or nations, of natural hydrocarbons, or (6) the delivery, or sale and delivery, solely within a foreign nation or nations, of natural hydrocarbons or products therefrom (other than petroleum products) to such participants; and includes all agreements and programs—relating only to the undertaking and solely among the undertaking, the participants in such undertaking, other persons directly involved in the above-described activities of such undertaking, and the sovereign, the governmental entity or other person or persons owning or controlling the territory in which such activities take place, or any of them—to effect such acquisition, holding, exploration, production, purchase, treatment, delivery, or sale and delivery, and/or to provide for organizational, operational, financial and similar matters for the conduct of the undertaking or of any of the aforesaid activities, such as agreements or programs concerning the quantities of natural hydrocarbons to be produced, the quantities of such hydrocarbons or of the aforesaid products therefrom which are to be taken, purchased, delivered, or sold and delivered by or from the undertaking or by or among the participants, and/or the prices to be paid by them for any such hydrocarbons or the aforesaid products so bought or sold.

(J) "Joint refining operation" means an undertaking in which Jersey and any other person or persons are participants, whether directly or indirectly or as principals, agents or owners of stock or other proprietary interests, for the refining or processing by the undertaking, solely within a foreign nation of natural hydrocarbons and the delivery, or sale and delivery, of products therefrom solely within such foreign nation to such participants, and includes all agreements and programs—relating only to the undertaking and solely among the undertaking, the participants in such undertaking, other persons directly involved in the above-described activities of such undertaking, and the sovereign, the governmental entity or other person or persons owning or controlling the territory in which such activities take place, or any of them—to effect such refining, processing, delivery, or sale and delivery, and/or to provide for organizational, operational, financial and similar matters for the conduct of the undertaking or of any of the aforesaid activities, such as agreements or programs concerning raw material supplied to (including the purchasing of natural hydrocarbons and other raw materials by the undertaking or by the participants, jointly or severally), through put of, and yields of products from the undertaking, the quantities of products refined, processed, taken, purchased, delivered, or sold and delivered by or from the undertaking or by or among the participants, and/or the prices to be paid by them for the aforesaid raw materials or products so bought or sold.

(K.) "Joint pipeline operation" means an undertaking in which Jersey and any other person or persons are participants, whether directly or indirectly or as principals, agents or owners of stock or other proprietary interests, for the construction or operation solely within a foreign nation or nations of a pipeline for the transportation of natural hydrocarbons or products therefrom and/or for the delivery of natural hydrocarbons or products therefrom; and includes all agreements and programs—relating only to the undertaking and solely among the undertaking, the participants in such undertaking, other persons directly involved in the above-described activities of such undertaking, and the sovereign, the governmental entity or other person or persons owning or controlling the territory in which such activities take place, or any of them—to effect such construction, operation or delivery, and/or to provide for organizational, operational, financial and similar matters for the conduct of the undertaking or of any of the aforesaid activities, such as agreements or programs concerning the volume of natural hydrocarbons or products therefrom to be transported through the pipeline, the rights of such participants and others to use the pipeline, the charges and other terms applicable to any such use, the quantities of natural hydrocarbons and products to be delivered, the purchase or sale of natural hydrocarbons or products therefrom directly incident to the operation of the pipeline (including line fill), and/or the prices to be paid for such natural hydrocarbons or products therefrom so bought or sold.

(L) "Joint storage operation" means an undertaking, not engaged in the sale or distribution of natural hydrocarbons or products therefrom, in which Jersey and any other person or persons are participants, whether directly or indirectly or as principals, agents or owners of stock or other proprietary interests, for the construction and/or operation by the undertaking, or by the participants, jointly or severally, solely within a foreign nation or nations of bulk facilities for unloading, receiving, handling, storing, or loading natural hydrocarbons or the products therefrom; and includes all agreements and programs—relating only to the undertaking and solely among the undertaking, the participants in such undertaking, other persons directly involved in the above described activities of such undertaking, and the sovereign, the governmental entity or other person or persons owning or controlling the territory in which such activities take place, or any of them—to effect such construction and/or operation and/or to provide for organizational, operational, financial and similar matters for the conduct of the undertaking or of any of the aforesaid activities, such as agreements or programs concerning the volume of the facilities and their operation, the rights of such participants and others to use the facilities and/or the charges and other terms applicable to any such use.

(M) "Participants" includes, in respect of any company or operation, in addition to any person which owns stock or other proprietary interests in such company or operation (hereinafter called "owning person"), (1) the company or operation itself and wholly owned subsidiaries of such company or operation, (2) if required to sell to a nation, such nation, (3) subsidiaries of any owning person, (4) any company of which any owning person is a subsidiary, (5) subsidiaries of such latter company, (6) any company which provides management, administrative or substantial operational services to such company or operation, (7) if Near East Development Corporation is a participant, Jersey and Socony, (8) if Caltex is a participant, Texaco and Socal, and (9) if Texaco is a participant, Caltex ("Texaco", "Socal" and "Caltex" being as defined in subsections (A), (B) and (C), respectively, of Section II of the Final Judgment herein consented to by the plaintiff and defendant Texaco Inc.).

(N) "Petroleum products" means the following products refined from crude oil: aviation gasoline, motor gasoline, jet fuel, kerosene, distillate fuel oil, residual fuel oil, and lubricating oils.

(O) "Exchange" means any arrangement whereby Jersey trades crude oil or petroleum products to a company or companies for crude oil or petroleum products from such company or companies, or an arrangement equivalent to such trade whereby Jersey purchases crude oil or petroleum products in return for the sale of crude oil or petroleum products.

(P) "Nation" means any sovereign state, the territorial and insular possessions thereof or the political subdivisions thereof (to the extent that the acts of such political subdivisions *are in conformity* with the applicable law of the sovereign state of which they are a part).

(Q) "Foreign nation" means a nation other than the United States.

(R) "United States" means the United States, its territorial and insular possessions and the District of Columbia.

(S) "Supra-national authority" means any organization created by two or more nations or any duly constituted entity, agency or instrumentality of such organization, or any person acting for or on behalf of such organization, entity, agency or instrumentality in his official capacity.

(T) "Achnacarry Agreement" means a memorandum entitled "Pool Association" and dated September 17, 1928, together with two other documents both dated September 17, 1928, and entitled respectively "Article 15" and "Example".

(U) "Memorandum for European Markets" means the three memoranda dated January 20, 1930, and entitled respectively "Memorandum for European Markets", "Memorandum No. II for European Markets", and "Addendum to Memorandum for European Markets".

(V) "Heads of Agreement for Distribution" means a draft memorandum dated December 15, 1932, together with the Appendix and Addendum thereto.

(W) "Draft Memorandum of Principles" means the memorandum entitled "Draft Memorandum of Principles", sometimes called DMOP, and addenda thereto, formulated in the early part of 1934.

(X) "Draft Principles of Emergency Arrangements" means the memorandum entitled "Draft Principles of Emergency Arrangements", dated 27th September, 1939.

III

[*Applicability*]

This Superseding Final Judgment shall be binding upon defendant Standard Oil Company (New Jersey) and its officers, agents, servants and employees, and upon those persons in active concert or participation with them who receive actual notice of this Superseding Final Judgment by personal service or otherwise.

IV

[*Activities and Practices Enjoined*]

(A) Jersey is enjoined and restrained from adhering to, enforcing or continuing any of the following, if not heretofore terminated or cancelled, and from reviving or renewing any of the following:

- (1) "Achnacarry Agreement"
- (2) "Memorandum for European Markets"
- (3) "Heads of Agreement for Distribution"
- (4) "Draft Memorandum of Principles"
- (5) "Draft Principles of Emergency Arrangements".

(B) Jersey is enjoined and restrained from adhering to, enforcing, continuing, reviving or renewing paragraph 8 of Part II of the Agreement, dated April 5, 1949, supplemental to the Agreement dated September 25, 1947, between Anglo-Iranian Oil Company Limited (now British Petroleum Company Limited) and Standard Oil Company (New Jersey).

(C) Subject to the entry of a like injunction in this action against defendant Gulf Oil Corporation, Jersey is enjoined and restrained from adhering to, enforcing, continuing, reviving or renewing paragraph 4 of the Agreement dated December 31, 1929, among Atlantic Company, Gulf Oil Corporation of Pennsylvania and Standard Oil Company (New Jersey) (sometimes called the "Holding Company Agreement") and paragraph 4 of the Agreement dated December 31, 1929, among The Atlantic Refining Company, Gulf Refining Company and Standard Oil Company of New Jersey (sometimes called the "Supply Agreement").

V

[*Restraints*]

(A) Jersey is enjoined and restrained, with respect to crude oil or petroleum products, from making, performing, adopting, adhering to, maintaining, or claiming any rights under, any combination with any one or more of the companies, other than Jersey, referred to in subsection (E)(1)(a) of Section II hereof, or with any person engaged in the production, refining, distribution or sale of crude oil or petroleum products who is, or but for any such combination would be, in competition with Jersey, to:

- (1) Fix, stabilize or maintain prices, discounts or any similar terms or conditions of sale, to third persons, in any foreign nation or nations, or for import into the United States or any foreign nation or nations;
- (2) Allocate or divide territories, markets or customers, through quotas or otherwise, in any foreign nation or nations for sale or distribution;
- (3) Limit, restrict or prevent importation into, or exportation from the United States;

- (4) Restrict or limit sale in, or for import into, or distribution within, any foreign nation or nations through quotas or otherwise;
- (5) Exclude any distributor from any territory or market in any foreign nation or nations, or interfere with or restrict any such distributor from competing in any such territory or market;
- (6) Allocate or limit production of crude oil in any foreign nation or nations, provided, however, that nothing in this paragraph shall be construed to prohibit the adoption and use of measures designed to obtain, in accordance with engineering principles, maximum oil recovery from a petroleum reservoir, including without limitation, methods of well completion, pool MER agreements, pressure maintenance and secondary recovery and control of oil-gas ratios, rates of flow and the number, spacing and location of wells; or
- (7) Exclude a third person from competing in a foreign nation or nations in the production, refining, distribution or sale of crude oil.

(B) The injunctions provided for in subsection (A) of this Section shall apply only to a combination of the kind referred to in said subsection which affects the trade or commerce of the United States with foreign nations; provided, that any one or a series of such combinations, other than those excepted by this Section, shall, if participated in by Jersey and any one or more of the companies referred to in subsection (E)(1)(a) of Section II hereof, within three or more foreign nations at or about the same time, be presumed, subject to rebuttal by Jersey, to affect the trade or commerce of the United States with foreign nations.

[Exceptions by Reason of Foreign Law]

(C) The injunctions provided for in subsection (A) of this Section, as qualified in subsection (B) of this Section, shall not apply in the following cases:

- (1) Where the combination of the kind referred to in subsection (A) of this Section is participated in by Jersey pursuant to requirement of law of the foreign nation or nations within which the transactions which are the subject of such combination take place, or of any supra-national authority having jurisdiction over such transactions within such foreign nation or nations;
- (2) Where the combination of the kind referred to in said subsection is participated in by Jersey pursuant to request or official pronouncement of policy of the foreign nation or nations within which the transactions which are the subject of such combination take place, or of any supranational authority having jurisdiction over such transactions within such nation or nations, and where failure to comply with which request or policy would expose Jersey to the risk of the present or future loss of the particular business in such foreign nation or nations which is the subject of such request or policy.
- (D) Nothing contained in subsection (A) of this Section shall prohibit any agreement between Jersey and any of its sales agents, jobbers, distributors or dealers in any foreign nation or nations, other than the companies (not including Jersey) referred to in subsection (E)(1)(a) of Section II hereof, with respect to the sale or distribution of crude oil or petroleum products within such foreign nation or nations.

(E) Nothing in subsection (A) of this Section shall be construed to prohibit Jersey from participating in a joint production operation, a joint refining operation, a joint pipeline operation or a joint storage operation, whether or not any of such operations is pursuant to an exclusive grant of any foreign nation or nations or supra-national authority in which the operation or operations take place, or any business which is permitted by the provisions of Section VII hereof.

(F) The term "person", as used in subsection (A) of this Section, shall not include Standard Oil Company (New Jersey), any of its subsidiaries, or any officer, director, or employee of any of them, and the term "combination" as used in this Section shall include conspiracy, contract, agreement and understanding.

VI

[*Provision for Independents*]

Jersey is enjoined and restrained from making with any person any exchange in any foreign nation or nations, or for import into the United States or any foreign nation or nations, with the objective of furthering or effectuating any combination enjoined by *Section V hereof*. The term "person" as used in this Section shall be qualified as provided in subsection (F) of Section V hereof, and the term "combination" as used in this Section shall include conspiracy, contract, agreement and understanding.

VII

[*Joint Companies*]

(A) Jersey is ordered and directed to use reasonable efforts in accord with business judgment to compete with Socony in marketing petroleum products in the area formerly served by StanVac; provided, however, that Jersey may at any time, in the exercise of its business judgment, reduce or withdraw from such marketing in respect of any part or all of the aforesaid area. Except as hereinafter provided in this Section VII, the assets and properties of StanVac which theretofore were used in selling crude oil or petroleum products to others than Jersey, Socony and StanVac or any of them, shall no longer be, directly or indirectly, owned jointly by Jersey and Socony.

(B) Jersey may continue to own jointly with Socony the business, properties and other assets of StanVac for the sale of crude oil or petroleum products to others than Jersey and Socony, in Indonesia and in any foreign nation whose government so requires.

(C) Jersey is enjoined and restrained, except as provided in this Section, from voting its stock in, using the assets of, or otherwise employing, any primary joint company, for the purpose of having it engage in the business of selling crude oil or petroleum products in, or for import into, a foreign nation or nations, or for import into the United States, to any person other than to any, some or all of the participants in such company.

(D) Jersey is enjoined and restrained, except as provided in this Section, from the acquisition of stock entitled to vote for the election of directors in any company in which Jersey does not own stock at the date of entry of this Superseding Final Judgment, and which would become a secondary joint company upon such acquisition, if such company at the time of such acquisition:

- (1) is engaged in the business of selling crude oil or petroleum products in or for import into a foreign nation or nations, or for import into the United States, to any person other than to any, some or all of the participants in such company; or
- (2) is intended by Jersey to engage in such business; or
- (3) is intended, with knowledge thereof on Jersey's part, to engage in such business, by such of the companies referred to in subsection (E)(1)(a) of Section II hereof which, together with Jersey, own more than 50% of the aforesaid voting stock of such company, directly or indirectly, or control more than 50% of such stock.

(E) Jersey is enjoined and restrained, except as provided in this Section, from voting its stock in any secondary joint company:

(1) in favor of any proposal that the stockholders of such company authorize or ratify its entry into, or its extension or expansion of, the business described in subsection (D) of this Section; and

(2) in opposition to any bona fide proposal that the stockholders of such company authorize or ratify its withdrawal from all or any part of such business, except where failure to vote in opposition to any such proposal would prejudice Jersey's rights to obtain an appraisal of its stock.

(F) (1) The provisions of subsections (D) and (E) of this Section shall not apply to acquisition or voting of stock by Jersey in any company, if:

(a) such company conducts, or is organized to conduct or is one of two or more associated companies which collectively conduct:

(i) a joint production operation; or

(ii) a joint production operation and, in conjunction therewith, any one or more of the following:

a joint pipeline operation to transport from the well or wells of such joint production operation natural hydrocarbons produced by such joint production operation; a joint refining operation to process natural hydrocarbons produced by such joint production operation, provided either that the joint refining operation is in the vicinity of the joint production operation or that such natural hydrocarbons are transported to it primarily by a joint pipeline operation of the kind* referred to in the immediately preceding clause;

a joint pipeline operation to transport products processed by such joint refining operation from natural hydrocarbons produced and transported as aforesaid; and

(b) such company engages, or is organized to engage, in the business described in subsection (D) of this Section to the extent, as a maximum, of selling:

(i) primarily crude oil or petroleum products produced, refined or transported by such joint operations, as aforesaid, solely for consumption within the foreign nation or nations within which such joint operations are carried out; and

(ii) as an incident to (i), such other petroleum products, solely for consumption within such foreign nation or nations, as may be necessary for the conduct of its business as a marketer of petroleum products therein; and

(iii) crude oil or petroleum products in any other foreign nation or nations if such selling is occasional only and involves amounts which are inconsequential.

(2) For the purposes of this subsection (F), "associated companies" means those in each of which a majority of the stock entitled to vote for the election of directors is owned or controlled directly or indirectly by the same persons.

(G) The provisions of subsections (C), (D) and (E) of this Section shall not apply to any company engaged in business as referred to in those subsections, respectively, (1) pursuant to requirement of the foreign nation or nations in which the company operates or (2) pursuant to any agreement with such nation or nations, in effect at the time of entry of this Final Judgment, which provides that such company must engage in such business within such nation or nations or (3) pursuant to requirement, or at the request, of the United States.

(H) The provisions of subsections (C), (D) and (E) of this Section shall not apply to the selling of crude oil or petroleum products by Arabian American Oil Company in Saudi Arabia; by Trans-Arabian Pipe Line Company in Saudi Arabia, Syria, Jordan and Lebanon solely for consumption within any such nation; by a joint company

of Jersey and Socony in Indonesia; or by Esso Standard Societe Anonyme Francaise in the European Common Market; or to such selling when carried on by any subsidiary of any of such companies or by any company having the same ownership as or continuing the respective business of any of such companies.

(I) Nothing in this Section shall be construed to prohibit Jersey from participating in a joint production operation, a joint refining operation, a joint pipeline operation, or a joint storage operation, whether or not any such operation shall have been heretofore carried out by StanVac and whether or not Socony is a participant in any such operation.

VIII

[*Permissive Provision*]

Nothing in this Superseding Final Judgment shall be deemed to prohibit Jersey's availing itself of the benefits of any present or future international agreement to which the United States is a party, or any present or future Act of Congress, including, without limitation, the Webb-Pomerene Act and the Defense Production Act, nor shall anything in this Superseding Final Judgment require Jersey to violate the law of any foreign nation provided Jersey has diligently and unsuccessfully sought whatever waivers, releases or exemptions are available under the laws of such nation.

IX

[*Privilege of Modification for Equality*]

If any Final Judgment (or order modifying any Final Judgment) entered or hereafter entered in this case with respect to any defendant should be materially more favorable to such defendant with respect to provisions of the kind contained in Sections IV, V, or VI hereof than the provisions of such Section or Sections are to Jersey, Standard Oil Company (New Jersey) may make application to this Court, with thirty days' notice thereof to the plaintiff, for modification of such Section or Sections to substitute therein such more favorable provision or provisions, and plaintiff hereby waives any objection to such application and consents to such modifications and will cooperate upon the request of Standard Oil Company (New Jersey) in obtaining a suitable order pursuant to such application.

X

[*Enforcement and Compliance*]

For the purpose of securing compliance with this Superseding Final Judgment and the Final Judgment dated November 14, 1960 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 Standard Oil Company (New Jersey) made to its principal office, be permitted, subject to any privilege, right, or disability held by this Court to justify refusal, (1) access in such office, and during the office hours of Standard Oil Company (New Jersey), to all books, ledgers, accounts, correspondence, memoranda, and other records and documents on the possession or under the control of Standard Oil Company (New Jersey), including the records and documents of its subsidiaries to the extent that such records and documents are held to be under the control of Standard Oil Company (New Jersey) relating to any matters contained in this Superseding Final Judgment and the Final Judgment dated November 14, 1960 [[1960 TRADE CASES ¶ 69,851](#)], and (2) to interview regarding any such matters, at such office, officers or employees of Jersey, who may be advised and represented by counsel, subject to the reasonable convenience of such officers and employees and that of Standard Oil Company (New Jersey) but without restraint or interference from it and subject, in the case of a national of a foreign nation, not resident in the United States, to there being no objection, demonstrable by Jersey, on the part of the Government of such nation, and Standard Oil Company (New Jersey) shall, upon such request of the Department of Justice, submit such reports in writing to it with respect to matters contained in this Superseding Final Judgment and the Final Judgment

dated November 14, 1960 as may from time to time be necessary to the enforcement of this Superseding Final Judgment and the Final Judgment dated November 14, 1960. 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 Superseding Final Judgment and the Final Judgment dated November 14, 1960 or as otherwise required by law.

XI

[*Effective Period*]

The Final Judgment entered herein on November 14, 1960 has been in full force and effect from the date of its entry until the date of entry of this Superseding Final Judgment. This Superseding Final Judgment shall be in full force and effect for the period from the date it is entered until November 14, 1985, and, upon the expiration of such period, it shall thereafter be of no force and effect except that it shall constitute a bar and an estoppel to plaintiff from instituting and prosecuting against Jersey, or against its directors, officers, agents, servants or employees when acting in such capacity, any proceeding asserting any claim or charge heretofore made by plaintiff in the complaint or otherwise in this action.

XII

[*Jurisdiction Retained*]

Jurisdiction is retained for the purpose of enabling any of the parties to this Superseding 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 Superseding Final Judgment and the Final Judgment dated November 14, 1960 or for the modification or termination of any of the provisions thereof, and for the purpose of the enforcement of compliance therewith and the punishment of violations thereof.