

[Trade Regulation Reporter - Trade Cases \(1932 - 1992\), United States v. Wohl Shoe Co., Nordstrom's Albuquerque, Inc., Paris Shoe Stores and Penobscot Shoe Co., U.S. District Court, D. New Mexico, 1974-1 Trade Cases ¶74,938, \(Feb. 11, 1974\)](#)

Federal Antitrust Cases

Trade Regulation Reporter - Trade Cases (1932 - 1992) ¶74,938

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United States v. Wohl Shoe Co., Nordstrom's Albuquerque, Inc., Paris Shoe Stores and Penobscot Shoe Co.

1974-1 Trade Cases ¶74,938. U.S. District Court, D. New Mexico. Civil No. 9187. Filed February 11, 1974. Case No. 2193, Antitrust Division, Department of Justice.

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### Headnote

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#### Sherman Act

**Department of Justice Enforcement and Procedure—Injunctive Relief—Geographic Scope—Confinement to Local Area.**—A price fixing injunction was not extended nationwide, in view of the pleadings and prior rulings that restricted the case to a local area. The court ruled that if something takes place anywhere in the United States that affects the local area, it would be enjoined.

**Department of Justice Enforcement and Procedure—Injunctive Relief—Reports—Absence of Need in Price Fixing Case.**—The court refused to include a reports requirement in a price fixing injunction, since the court merely required the defendant to abide by the antitrust law. This was not like a case where a party is required to divest itself of property or where there are other ramifications that would require a report.

**Price Fixing—Shoes in Albuquerque Area—Litigated Decree.**—A shoe retailer was barred, in connection with the sale of shoes in the Albuquerque area, from undertaking specified steps relating to price fixing.

**For plaintiff:** Victor R. Ortega, U. S. Atty., Albuquerque, N. M., Lawrence W. Somerville, Leon Weidman, Richard E. Neuman, Michael J. Dennis, Dept. of Justice, Antitrust Div., Los Angeles, Cal.

**For defendant:** Veryl L. Riddle and Edwin S. Taylor, of Bryan, Cave McPheeters & McRoberts, St. Louis, Mo., John Quinn, of Standley, Witt & Quinn, Santa Fe, N. M.

#### Opinion

PAYNE, D. J.: The Court has considered the various memoranda and proposals by the parties hereto and has entered the judgment prepared by the defendant.

It was not the Court who requested the parties to confer for the purpose of reaching an accord as to the form of the judgment but the action was taken at the request of the parties.

To begin with the Court has ruled many, many times that the pleadings in this case referred only to the Albuquerque area and that it was not a nationwide case. The parties never did their discovery with anything else in mind. The Court has refused at this late date to turn this into an antitrust case affecting the entire United States. The transcript of the pretrial hearings will indicate that the Court has ruled on this question repeatedly. It was not tried nor was discovery made with the idea of it being a nationwide case but the entire trial and the discovery was with the idea that it affected only the Albuquerque area.

The Court has ruled that if something takes place anywhere in the United States that affects the Albuquerque area it will be enjoined but the entire case revolved around the Albuquerque area.

There is no need to have reports because what the Court did merely required the defendant to abide by the antitrust law and the only report that I know of that they could make would be to report to the Court that they were abiding by the law. This is not like a case where a party is required to divest itself of property or where there are other ramifications that would require a report.

Accordingly the plaintiffs' motion is hereby denied and the judgment presented by the defendant, as modified, will be entered and this case is hereby brought to a close.

#### Final Judgment

Plaintiff, United States of America, having filed its Complaint herein on October 19, 1971, alleging a conspiracy to fix the retail price of shoes in the Albuquerque, New Mexico area, defendants Penobscot Shoe Company, NordStrom's Albuquerque, Inc., and Paris Shoe Stores having entered into stipulated judgments, the Court having tried the case against the defendant Wohl and having filed its Memorandum Opinion and Judgment [ [1974-1 TRADE CASES ¶ 74,937](#) ], incorporating its findings of fact and conclusions of law on January 16, 1974, and having found that the defendant Wohl has violated the Sherman Act 15 U. S. C. Section One, and that plaintiff is entitled to injunctive relief;

Now Therefore, it is hereby ordered, adjudged and decreed as follows:

#### I.

##### [ *Jurisdiction* ]

This Court has jurisdiction of the subject matter herein and of the parties hereto. The Complaint states claims upon which relief may be granted against defendant Wohl 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," as amended, (15 U. S. C § 1), commonly known as the Sherman Act.

#### II.

##### [ *Prices* ]

Defendant Wohl Shoe Company, its agents, servants or employees, are hereby permanently enjoined and restrained from violating Section One of the Sherman Antitrust Act in connection with the sale of shoes at retail in the Albuquerque area from entering into, adhering to, maintaining, furthering or enforcing, directly or indirectly, any agreement, understanding, plan or program with any person to:

(a) Raise, fix., stabilize or maintain prices, markups, or other terms or conditions at which shoes are sold or offered for sale by retail dealers to customers in the Albuquerque area.

(b) Coerce or compel any person to establish, adopt, issue, adhere to, or to police or enforce adherence to prices, markups, terms or conditions at which shoes shall be sold or offered for sale by any other retail dealer to customers in the Albuquerque area.

(c) Join together with any other retail dealer to hinder, limit or prevent, or attempt to hinder, limit or prevent any manufacturer of shoes from selling any line of shoes to any other retail dealer in the Albuquerque area.

(d) Advocate, suggest, urge, compel, coerce or attempt to influence any manufacturer to refuse to sell shoes to any retail dealer in the Albuquerque area by reason of such retail dealer's refusal or failure to abide by specified or suggested prices, discounts, or other terms or conditions for the sale of shoes.

#### III.

##### [ *Retention of Jurisdiction* ]

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, or for the modification or termination of any of the provisions hereof, and for the enforcement of compliance therewith and punishment of violations thereof.

**IV.**

[ *Costs*]

Defendant Wohl will pay such taxable costs as are appropriate under the Rules of this Court.