APPENDIX A:

FINAL JUDGMENTS

(Ordered by Year Judgment Entered)

U.S. v. CONNECTICUT FOOD COUNCIL, INC., ET AL.
Civil No.: 680
Year Judgment Entered: 1941

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States of America v. Connecticut Food Council, Incorporated Great Atlantic & Pacific Tea Company, First National Stores, Inc., Roberts, Steele and Dolan Company, Incorporated, Naugatuck Valley Wholesale Grocery Company, William Shore, Incorporated, John F. Reardon, John L. MacNeil, Chester D. Williams, Herman J. Dolan, Thomas A. O'Dea, William Shore, Alexander C. Schwartz, and Douglas C. MacKeachie., U.S. District Court, D. Connecticut, 1940-1943 Trade Cases ¶56,167, (Nov. 5, 1941)

United States of America v. Connecticut Food Council, Incorporated Great Atlantic & Pacific Tea Company, First National Stores, Inc., Roberts, Steele and Dolan Company, Incorporated, Naugatuck Valley Wholesale Grocery Company, William Shore, Incorporated, John F. Reardon, John L. MacNeil, Chester D. Williams, Herman J. Dolan, Thomas A. O'Dea, William Shore, Alexander C. Schwartz, and Douglas C. MacKeachie.

1940-1943 Trade Cases ¶56,167. U.S. District Court, D. Connecticut, November 5, 1941.

Upon consent of all parties, a decree is entered in proceedings under the Sherman Anti-Trust Act, restraining the defendants from combining and conspiring to fix the prices of grocery products which are denned to include fresh fruits and vegetables, dairy, meat and bakery products. Among the activities enjoined are price fixing; issuing price lists; disseminating information regarding price policies and proposed prices; discouraging price competition; publishing false representations with respect to the Connecticut Unfair Sales Practices Act; enforcing its provisions through threats of litigation or other coercive activity; and lending financial support to private organizations for the purpose of enforcing or administering the state laws which restrict sales below cost.

Thurman Arnold, Assistant Attorney General, John N. Cole, H. Donald Leatherwood and Franklin C. Baugh, Special Attorneys, all of Washington, D. C, for plaintiff.

A. A. Ribicoff, Hartford, Conn., Brickley, Sears & Cole, Oliver R. Waite, Boston, Mass., Jeremiah W. Mahoney and Daniel J. Lyne, Boston, Mass., Pullman and Comley, by Raymond E. Baldwin, Bridgeport, Conn., George M. Hyman, Hartford, Conn., D. A. Brickley, Boston, Mass., Willis, Foster and Lister, Bridgeport, Conn., and George H. Cohen, Hartford, Conn., for defendants.

Before Hincks, District Judge.

Final Judgment

The complainant, United States of America, having filed its complaint herein on November 3, 1941; all the defendants having appeared and severally filed their answers to such complaint denying the substantive allegations thereof; all parties hereto by their respective attorneys herein having severally consented to the entry of this final decree herein without trial or adjudication of any issue of fact or law herein and without admission by any party in respect of any such issue; and the defendants having moved the Court for this decree;

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 all parties hereto, it is hereby

ORDERED, ADJUDGED, AND DECREED as follows:

I

[*Jurisdiction*]

That the Coiirt has jurisdiction of the subject matter and of all the parties hereto; that the complaint states a cause of action against the defendants under the Act of Congress of July 2, 1890 entitled "An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopolies" and the acts amendatory thereof and supplemental thereto.

II

[*Definitions*]

The following terms, as used herein, shall have the respective meanings hereinafter set forth, viz.:

The term "grocery products" shall mean all grocery products, including fresh fruits and vegetables, dairy products, meats and bakery products, which are usually and customarily sold in retail grocery stores.

The term "Unfair Sales Practices Act" shall mean Chapter 138B, Sections 922(e) to 924(e) inclusive, of the 1939 Supplement to the Connecticut General Statutes.

The term "wholesaler" shall mean any person, partnership, corporation or association engaged in the purchase of products from producers or manufacturers for resale to retail grocers. The term "retailer" or "retail grocer" shall mean any person, partnership, corporation or association operating one or more stores for the sale and distribution of grocery products to the consuming public.

The term "retailer owned wholesale group" shall mean any partnership, corporation or association of independently owned retail grocers owning a warehouse and engaging in cooperative buying and advertising activities.

The term "wholesale sponsored voluntary chain" shall mean any association of independently owned retailers and a wholesaler by virtue of which the wholesaler and the independently owned retailers engage in cooperative advertising activities.

III

[*Activities Enjoined*]

Each of the defendants, their successors, subsidiaries, officers and employees, or any of them, be, and they hereby are, enjoined and restrained from agreeing, combining or conspiring among themselves, or with others, to do, or attempt to do, the following things, or any of them:

[*Price Fixing*]

1. Raise, fix, maintain or adhere to wholesale or retail prices or minimum wholesale or retail prices of grocery products; except as provided in Section I of Chapter I, Title 15, United States Code, Annotated, As Amended August 17, 1937, C. 690, Title VIII, 50 Stat. 693.

[*Coercion*]

2. Force, coerce, whether through threat of litigation or otherwise, or persuade any wholesaler or retailer to sell or to refrain from selling grocery products at any specified prices:

[*Specifying Minimum Prices*]

3. Suggest or specify to wholesalers or re tailers the minimum prices allowed by the Un fair Sales Practices Act;

[*Issuing Price Lists*]

4. Issue any suggested price list;

[*Disseminating Information*]

5. Collect and disseminate any information concerning proposed price policies or proposed prices;

[*Computing Uniform Costs*]

6. Compute an average, normal or uniform cost of merchandise, cost of doing business, or mark-up to cover cost of doing business or establish standards or methods for such com putation;

[*Discouraging Price Competition*]

7. Publish material or literature discouraging price competition;

[*Publishing False Representations of Law*]

8. Publish any material or literature concerning the Unfair Sales Practices Act which falsely represents the purposes or provisions of said Act;

[*Enforcing State Law Through Threats of Litigation*]

9. Enforce the Unfair Sales Practices Act through threat of litigation or other coercive activity, or through hearings or trials other than those instituted in the Courts of the State of the injured party, or through attempts to encourage litigation or by determining when an advertisement, offer to sell or sale by a competitor is made with intent to injure competi tors, or to destroy competition, or is a sale below cost, or by any other means or method.

IV

[*Other Activities Prohibited*]

Each of the defendants, their successors, subsidiaries, officers and employees, or any of them, be, and they hereby are, enjoined and restrained from doing or attempting to do the following things, or any of them:

[*Issuing Price Lists*]

1. Issue to any competitor, including wholesalers and retailers, any suggested price list;

2. Issue to any wholesaler or retailer any suggested price list for any goods which were not supplied by the defendant;

[*Coercing Agreements by Threat of Litigation*]

3. Force or coerce any wholesaler or retailer, whether through threat of litigation or otherwise, or attempt to gain an agreement from any wholesaler or retailer, to sell or refrain from selling grocery products at specified prices;

[*Reporting Violations of State Law*]

4. Report to any person the name of any wholesaler or retailer who is believed to have violated the Unfair Sales Practices Act, other than for the sole purpose of having such person institute in behalf of the reporter and in his name such legal proceedings as are authorized under the Unfair Sales Practices Act.

[*Supporting Private Enforcement of State Law*]

5. Support, maintain or encourage any private organization, or any person, other than the appropriate government official, if such organization or person attempts to enforce the Unfair Sales Practices Act through threat of litigation or other coercive activity, or through hearings or trials other than those instituted in the Courts of the State, or through encouragement of litigation, or by determining when an advertisement, offer to sell or sale by a competitor is made with intent to injure competitors or to destroy competition, or is a sale below cost, or by any other means or method.

[*Collecting Information*]

6. Collect, disseminate, or report to any private agency, any information designed to assist any activity prohibited in Section III, Paragraph 9.

[*Misrepresenting Provisions of State Law*]

7. Publish any material or literature concern ing the Unfair Sales Practices Act which falsely represents the purposes or provisions of said Act for the purpose of inducing the fixation or maintenance of retail or wholesale prices or of minimum retail or wholesale prices, including, among others, representations—

(a) that the Act prohibits sales below cost even where there is no intent to injure competitors or destroy competition; and that the provision which makes a sale below cost prlma facie evidence of intent does more than shift the burden of proof as to intent;

(b) that the Act establishes a uniform mini mum price for all competitors;

(c) that a seller must add to the cost of merchandise the mark-ups specified in the Act, even though his own costs of doing business are less than the amount of such mark-ups;

(d) that the seller must, after a stipulated time, add his mark-ups to the replacement cost of merchandise, even though his invoice cost is lower;

(e) that the seller may not base his prices upon invoice cost if his purchase was made out side the state, or that he must use only the invoice cost of merchandise bought within the state in establishing his minimum prices;

(f) that under the Act it is necessary for increases in prices charged by manufacturers or wholesalers to be reflected in the minimum prices of wholesalers or retailers upon a designated date, or after a designated interval of time.

(g) that a seller is permitted to sell below cost to meet competition if the lower price quoted by a competitor is itself in accord with the Act, but not if such lower price is in violation of the Act;

(h) that advertising allowances received by sellers or other concessions which reduce the net cost of merchandise may not be taken into account in computing minimum prices.

[*Supplying Price Proposals*]

8. Supply to any private association or group of wholesalers or retailers of grocery products, any information concerning proposed price policies or proposed prices;

[*Financial Aid to Private Organisations*]

9. Make any payment or contribution of money to any private organization if such payment or contribution is to be used to conduct private inquiries as to the violation of, police, enforce, or administer state laws which restrict sales below cost.

V

[*Dissolution of Council*]

Each of the defendants, their successors, subsidiaries, officers and employees, or any of them, are hereby ordered to take such steps as are necessary to dissolve and liquidate defendant Connecticut Food Council, Incorporated.

VI

[*Activities Excepted*]

Nothing contained herein shall be deemed to affect activities which otherwise are lawful within a wholesale-sponsored voluntary chain or within a retailer-owned wholesale group; and nothing in this decree shall be deemed to prohibit a defendant wholesale-sponsored voluntary chain or a defendant retailer-owned wholesale group from engaging in such cooperative advertising activities as may be otherwise lawful. This provision shall not be deemed to pass upon the legality of the activities of wholesale-sponsored voluntary chains or retailer-owned wholesale groups, nor upon the legality of cooperative advertising.

VII

[*Examination of Records Permitted to Secure Compliance*]

For the purpose of securing compliance with this decree, and for no other purpose, duly authorized representatives of the Department of Justice shall, on written request of the Attorney General or an Assistant Attorney General and on reasonable notice to the defendants made to the principal offices of the defendants, be permitted, subject to any legally recognized privilege, (1) access, during the office hours of the defendants, to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of the defendants, relating to any matters contained in the decree; (2) subject to the reasonable convenience of the defendants and without restraint or interference from them, to interview officers or employees of the defendants, who may have counsel present, regarding any such matters, and (3) the defendants,, on such request, shall submit such reports in respect of any such matters as may from time to time be reasonably necessary for the proper enforcement of this decree; *provided, however,* that information obtained by the means per-mitted in this paragraph shall not 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 for the purpose of securing compliance with this decree in which the United States is a party or as otherwise required by law.

VIII

[*Retention of Jurisdiction*]

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

The above decree is entered without implication by the Court that in the absence of consent by the defendants the underlying facts legally warrant judicial restraint of all the activities enjoined by the decree.

U.S. v. PATENT BUTTON COMPANY
Civil No.: 1854
Year Judgment Entered: 1947

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Patent Button Company., U.S. District Court, D. Connecticut, 1946-1947 Trade Cases ¶57,579, (Jun. 27, 1947)

United States v. Patent Button Company.

1946-1947 Trade Cases ¶57,579. U.S. District Court, D. Connecticut. Civil Action No. 1854. June 27, 1947.

A consent judgment entered in an action charging violations of the Sherman Act enjoins defendant from tying the use of fastening machinery sold or leased by it to the purchase of its button fasteners, or from engaging in practices which have a similar effect. Defendant is required to license at reasonable royalties fastening machinery patents owned or controlled by it.

For plaintiff: Tom C. Clark, Attorney General; Wendell Berge, Assistant Attorney General; Robert A. Nitschke and Grant W. Kelleher, Special Assistant Attorneys General; Lawrence W. Somerville and Don Banks, Assistant Attorneys General, all of Washington, D. C.; and Adrian W. Maher, United States Attorney, Hartford, Conn.

For defendant: Robinson, Robinson & Cole, Lucius W. Robinson, James M. Carlisle, Hartford, Conn.

Before Smith, District Judge.

Final Judgment

The plaintiff, United States of America, having filed its complaint in this action on July 30, 1946; defendant, Patent Button Company, having appeared and filed its answer to said complaint denying the substantive allegations thereof; and the plaintiff and said defendant by their respective attorneys having consented to the entry of this final judgment herein:

NOW, THEREFORE, before the taking of any testimony, and without trial or adjudication of any issue of fact or law herein, and without any admission by any party with respect to any such issue, and upon the consent of the parties hereto, the Court being advised and having considered the matter it is hereby

ORDERED, ADJUDGED AND DECREED, as follows:

I

[*Jurisdiction and Cause of Action*]

This Court has jurisdiction of the subject matter of this action and of the parties to this judgment; the complaint states a cause of action against defendant, Patent Button Company, under the Act of Congress of July 2, 1890, as amended, entitled "An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopolies", said Act being commonly known as the "Sherman Anti-trust Act", and under the Act of Congress of October 15, 1914, as amended entitled "An Act to Supplement Existing Laws Against Unlawful Restraints and Monopolies, and For Other Purposes", amendatory thereof and supplementary thereto, said Act being commonly known as the "Clayton Act".

II

[*Definition of Terms*]

When used in this final judgment, the following terms have the meanings assigned respectively to them below:

(a) "Fasteners" means tack-attached or staple-attached buttons, rivets, burrs, and snap fasteners for the fastening of clothing.

(b) "Fastening machinery" means machinery and accessories for attaching fasteners to clothing.

(c) "Existing patents" means all presently issued United States letters patent owned or controlled by defendant, Patent Button Company, or under which it has power to issue licenses or sublicenses, relating to fastening machinery, consisting of the following numbered United States patents:

1789034	2261281
1821953	2265574
1832764	2265575
1876854	2265576
1901386	2267872
1901375	2357268
1955521	2377263
2201053	

and renewals, reissues, divisions and extensions of any such patents.

III

[*Parties Subject to Decree*]

The provisions of this judgment applicable to defendant Patent Button Company shall apply to each of its subsidiaries, successors, and assigns, and to each of its officers, directors, agents, nominees, employees. and to any other person acting under, through or for such defendant.

IV

[*Acts Enjoined*]

Defendant, Patent Button Company be and hereby is enjoined and restrained from:

A. Leasing or making any sale or contract, or adhering to any contract for the sale or lease of fastening, machinery, whether patented or unpatented, for use or resale within the United States, or any territory thereof, or the District of Columbia, or any insular, possession or other place under the jurisdiction of the United States, or from fixing a price charged therefor or discount from or rebate upon such price, on the condition, agreement, or understanding that the lessee or purchaser thereof shall not purchase, use or deal in the fasteners of a competitor or competitors of defendant, Patent Button Company.

B. Conditioning the availability of fastening machinery or parts or repairs thereof upon the securement of fasteners from the defendant Patent Button Company or any other designated source.

C. Removing fastening machinery from the premises of any lessee because such lessee purchases, uses, or deals in fasteners manufactured or sold by any person other than defendant.

D. Engaging in, or participating in, contracts, agreements, understandings or arrangements having the purpose or effect of continuing, reviving, or renewing any of the violations of the anti-trust laws alleged in paragraph 6 to 8 inclusive, in the complaint herein.

E. Conditioning any license or immunity, expressed or implied, to practice any invention related to fastening machinery claimed in any United States patent by the tying of any license or immunity for such invention to the purchase or securement of fasteners or any similar product or article from the defendant Patent Button Company or any other designated source.

F. Instituting or threatening to institute or maintaining any suit, counter-claim or proceeding, judicial or administrative, for infringement or to collect charges, damages, compensation or royalties alleged to have accrued prior to the date of this judgment under any existing patent.

V

[*Licenses To Be Granted*]

Defendant Patent Button Company be and hereby is directed to grant to any applicant making a written request therefor a non-exclusive, non-assignable and unrestricted license, save for and at a uniform reasonable royalty, under any or all existing patents as listed in Section II (c). Any applicant for such license who fails to agree with defendant Patent Button Company upon a reasonable royalty may apply to this court upon thirty days

notice to defendant Patent Button Company and to the Attorney General at Washington, D. C. to determine the reasonable royalty for such license.

VI

Nothing in this judgment, shall prevent defendant Patent Button Company from availing itself of the benefits of (a) the Act of Congress of April 10, 1918, commonly called the Webb-Pomerene Act, (b) the Act of Congress of 1937, commonly called the Miller-Tydings Proviso to Section 1 of the Act of Congress of July 2, 1890, entitled "An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopolies", or (c) save as elsewhere in this judgment provided of the patent laws.

VII

[*Access to Records and Documents*]

For the purpose of securing compliance with this judgment and for no other purpose, duly authorized representatives of the Department of Justice shall upon written request of the Attorney General or an Assistant Attorney General, and upon reasonable notice to the defendant, Patent Button Company, made to its principal office, be permitted, subject; to any legally recognized privilege, (1) 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 judgment, and (2) subject to the reasonable convenience of said defendant and without restraint or interference from it, to interview officers or employees of such defendant, who may have counsel present, regarding any such matters; provided, however, that no information obtained by the means provided in this paragraph 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 judgment, or as otherwise required by law.

VIII

[*Jurisdiction Retained*]

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

U.S. v. SCOVILL MANUFACTURING COMPANY
Civil No.: 1853
Year Judgment Entered: 1948

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Scovill Manufacturing Company., U.S. District Court, D. Connecticut, 1948-1949 Trade Cases ¶62,223, (Feb. 17, 1948)

United States v. Scovill Manufacturing Company.

1948-1949 Trade Cases ¶62,223. U.S. District Court, D. Connecticut. Civil Action No. 1853. February 17, 1948.

Sherman Antitrust Act, Clayton Antitrust Act

Consent Judgment—Antitrust Violations Enjoined—Patent Licensing Required.—A consent judgment entered in a civil action charging a manufacturer of button fastening machinery with attempting to monopolize the button fastening business by means of illegal leasing agreements and by refusing to lease its machinery enjoins defendant from: leasing or selling its machinery on the condition that the lessee or purchaser shall not use the fasteners of a competitor; conditioning the availability of fastening machinery upon the purchase of fasteners from defendant; removing machinery from the premises of any lessee because such lessee purchases fasteners from competitors of defendant; conditioning any license or immunity to practice any invention related to fastening machinery claimed in any United States patent upon the purchase of fasteners or any similar product from defendant or from any other designated source; instituting or threatening to institute, or maintaining, any proceeding for infringement or for damages or royalties alleged to have accrued prior to the date of this judgment under any existing patent; and participating in any agreements or arrangements having the purpose or effect of continuing, reviving or renewing any of the antitrust violations alleged in the complaint, paragraphs 6 to 8. Defendant is required to grant to any applicant a non-exclusive, non-assignable and unrestricted license, at a uniform, reasonable royalty under any and all existing patents listed herein.

For plaintiff: John F. Sonnett, Assistant Attorney General; Manuel M. Gorman, Sigmund Timberg, Richard B. O'Donnell; Tom C. Clark, Attorney General; Wendell Berge, Assistant Attorney General; Robert A. Nitschke, Special Assistant to the Attorney General; Adrian W. Maher, U. S. Attorney (Hartford, Conn.); Grant W. Kelleher, Lawrence W. Somerville, Special Assistants to the Attorney General.

For defendant: Frederick H. Wiggin, Wiggin and Dana, New Haven, Connecticut, Francis P. Reeves, Waterbury, Conn.

Final Judgment

HINCKS, J.: The plaintiff, United States of America, having filed its complaint in this action on July 30, 1946; defendant, Scovill Manufacturing Company, having appeared and filed its answer to said complaint denying the substantive allegations thereof; and the plaintiff and said defendant by their respective attorneys having consented to the entry of this final judgment herein;

NOW, THEREFORE, before the taking of any testimony, and without trial or adjudication of any issue of fact or law herein, and without any admission by any party with respect to any such issue, and upon the consent of the parties hereto, the Court being advised and having considered the matter, it is hereby

ORDERED, ADJUDGED AND DECREED, as follows:

I

[*Jurisdiction*]

This Court has jurisdiction of the subject matter of this action and of the parties to this judgment; the complaint states a cause of action against defendant, Scovill Manufacturing Company, under the Act of Congress of July 2, 1890, as amended, entitled "An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopolies," said Act being commonly known as the "Sherman Anti-trust Act," and under the Act of Congress of October 15, 1914, as amended, entitled "An Act to Supplement Existing Laws Against Unlawful Restraints and

Monopolies, and for Other Purposes," amendatory thereof and supplementary thereto, said Act being commonly known as the "Clayton Act."

II

[*Terms Defined*]

When used in this final judgment, the following terms have the meanings assigned respectively to them below:

(a) "Fasteners means tack-attached or staple-attached buttons, rivets, burrs, and snap fasteners for the fastening of clothing.

(b) "Fastening machinery" means machinery and accessories for attaching fasteners to clothing.

(c) "Existing patents" means all presently issued United States letters patent owned or controlled by defendant, Scovill Manufacturing Company, or under which it has power to issue licenses or sublicenses, relating to fastening machinery, consisting of the following numbered United States patents:

1,620,468	2,230,795
1,809,322	2,248,086
1,836,887	2,248,087
1,860,148	2,301,547
1,879,895	2,310,007
1,913,648	2,310,008
1,975,413	2,329,047
2,067,225	2,345,476
2,071,506	2,345,640
2,071,507	2,354,717
2,134,404	2,361,688
2,136,536	2,373,436
2,160,146	2,406,516
2,164,743	

and renewals, reissues, divisions and extensions of any such patent.

III

[*Applicability of Provisions*]

The provisions of this judgment applicable to defendant, Scovill Manufacturing. Company, shall apply to each of its subsidiaries, successors, and assigns, and to each of its officers, directors, agents, nominees, employees, and to any other person acting under, through or for such defendant.

IV

[*Practices Enjoined*]

Defendant, Scovill Manufacturing Company, be and hereby is enjoined and restrained from:

A. Leasing or making any sale or contract, or adhering to any contract for the sale or lease of fastening machinery, whether patented or unpatented, for use or resale within the United States, or any territory thereof, or the District of Columbia, or any insular possession or other place under the jurisdiction of the United States, or from fixing a price charged therefor or discount from or rebate upon such price, on the condition agreement, or understanding that the lessee or purchaser thereof shall not purchase, use or deal in the fasteners of a competitor or competitors of defendant, Scovill Manufacturing Company.

B. Conditioning the availability of fastening machinery or parts or repairs thereof upon the securement of fasteners from the defendant, Scovill Manufacturing Company, or any other designated source.

C. Removing fastening machinery from the premises of any lessee because such lessee purchases, uses or deals in fasteners manufactured or sold by any person other than defendant.

D. Engaging in, or participating in, contracts, agreements, understandings or arrangements having the purpose or effect of continuing, reviving, or renewing any of the violations of the anti-trust laws alleged in paragraph 6 to 8 inclusive, in the complaint herein.

E. Conditioning any license or immunity, expressed or implied, to practice any invention related to fastening machinery claimed in any United States patent by the tying of any license or immunity for such invention to the purchase or securement of fasteners or any similar product or article from the defendant, Scovill Manufacturing Company, or any other designated source.

F. Instituting or threatening to institute or maintaining any suit, counter-claim or proceeding, judicial or administrative, for infringement or to collect charges, damages, compensation or royalties alleged to have accrued prior to the date of this judgment under any existing patent.

V

[*Licensing Required*]

Defendant, Scovill Manufacturing Company, be and hereby is directed to grant to any applicant making a written request therefor a non-exclusive, non-assignable and unrestricted license, save for and at a uniform reasonable royalty, under any or all existing patents as listed in Section II (c). Any applicant for such license who fails to agree with defendant, Scovill Manufacturing Company, upon a reasonable royalty may apply to this court upon thirty (30) days' notice to defendant, Scovill Manufacturing Company, and to the Attorney General at Washington, D. C., to determine the reasonable royalty for such license.

VI

[*Webb-Pomerene Act*]

Nothing in this judgment shall prevent defendant, Scovill Manufacturing Company from availing itself of the benefits of (a) the Act of Congress of April 10, 1918, commonly called the Webb-Pomerene Act, (b) the Act of Congress of 1937, commonly called the Miller-Tydings Proviso to Section 1 of the Act of Congress of July 2, 1890, entitled "An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopolies," or (c) save as elsewhere in this judgment provided of the patent laws.

VII

[*Inspection to Secure Compliance*]

For the purpose of securing compliance with this judgment and for no other purpose, duly authorized representatives of the Department of Justice shall, upon written request of the Attorney General or an Assistant Attorney General, and upon reasonable notice to the defendant, Scovill Manufacturing Company, made to its principal office, be permitted, subject to any legally recognized privilege (1) 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 judgment, and (2) subject to the reasonable convenience of said defendant and without restraint or interference from it, to interview officers or employees of such defendant, who may have counsel present, re-regarding any such matters; provided, however, that no information obtained by the means provided in this paragraph 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 judgment, or as otherwise required by law.

VIII

[*Jurisdiction Retained*]

Jurisdiction of this cause is retained for the purpose of enabling any of the parties to this judgment to apply to the Court at any time for such further orders and directions as may be necessary or appropriate for the construction

or carrying out of this judgment, for the amendment, modification, or termination of any of the provisions thereof, for the enforcement of compliance therewith, and for the punishment or violations thereof.

U.S. v. CENTRAL COAT, APRON & LINEN SERVICE, INC., ET AL.
Civil No.: 3005
Year Judgment Ordered: 1952

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Central Coat, Apron&Linen Service, Inc., et al., U.S. District Court, D. Connecticut, 1952-1953 Trade Cases ¶67,394, (Dec. 26, 1952)

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United States v. Central Coat, Apron&Linen Service, Inc., et al.

1952-1953 Trade Cases ¶67,394. U.S. District Court, D. Connecticut. Civil No. 3005. Dated December 16, 1952. Case No. 1052 in the Antitrust Division of the Department of Justice.

Sherman Antitrust Act

Consent Decrees—Practices Enjoined—Contracts to Fix Prices or Allocate Markets-Linen Suppliers.—Linen suppliers, defendants in a civil antitrust action instituted by the United States, are enjoined by a consent decree from entering into any understanding with any other linen supplier to (1) fix prices or discounts at which linen supplies will be furnished to customers, or (2) allocate markets or customers for the furnishing of linen supplies.

Consent Decrees—Practices Enjoined—False Reports, Trailing Trucks, Inducing Customers To Transfer Their Patronage.—Linen suppliers are enjoined by a consent decree from making a false report to any customer (1) that any linen supplier is extending gifts or preferential prices to its customers, (2) that any linen supplier is. about to cease business operations, or (3) concerning the financial standing of any linen supplier; from instituting baseless or unnecessarily expensive litigation against any linen supplier; from enticing any employee of any linen supplier to leave his employer and take employment with a defendant linen supplier; from coercing or inducing any laundry to refrain from laundering the linen supplies of any linen supplier; from trailing the trucks of any linen supplier to identify the customers of such linen supplier; from enforcing any existing agreement which limits or prevents any other person from engaging in business as a linen supplier, or from laundering the linen supplies of any linen supplier; and from inducing any customer of any linen supplier to transfer its patronage to a defendant linen supplier by (1) offering to furnish linen supplies without charge to said customer, or (2) offering to give to said customer bonuses, rebates or gifts.

Consent Decrees—Practices Enjoined—Acquisitions of Stock or Assets.—Linen suppliers are enjoined, for a period of one year, by a consent decree from acquiring any of the capital stock, physical assets, business (including customers accounts), or good will of, or any financial interest in, any linen supplier.

For the plaintiff: Newell A. Clapp, Acting Assistant Attorney General; Gerald J. McCarthy, Chief, Boston Office, Antitrust Division; W. J. Elkins, J. J. Galgay, and Harry N. Burgess, Attorneys; Edwin H. Pewett, Acting Chief, Judgments and Judgment Enforcement Section; and Adrian W. Maher, United States Attorney.

For the defendants: Thomas F. Moriarity, Springfield, Mass.; Arthur Klein, New Haven, Conn.; David S. Day by A. K., Bridgeport, Conn.; Edward J. Hayes; and La-porte and Meyers by Ernest S. Meyers, New York, N. Y.

Final Judgment

[*Consent to Entry of Judgment*]

HINCKS, District Judge [*In full text*]: The Plaintiff, United States of America, having filed its complaint herein on June 28, 1950; defendants having appeared and filed their answer to said complaint denying the substantive allegations thereof and asserting their innocence of any violation of law; and the parties hereto, by their respective attorneys, having consented to the entry of this judgment herein without trial or adjudication of any issue of fact or law herein;

Now, therefore, before the taking of any testimony, and without trial or adjudication of any issue of fact or law, and without any admission by any party in respect of any such issue, and upon the consent of the parties hereto, and the Court being advised and having considered the matter, it is hereby

Ordered, adjudged and decreed as follows:

I

[*Sherman Act Cause of Action*]

This Court has jurisdiction of the subject matter of this action and of the parties hereto, and the complaint states a cause of action against the defendants under Sections 1 and 2 of the Act of Congress of July 2, 1890, c. 647, 26 Stat. 209, as amended, entitled "An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopolies", commonly known as the Sherman Act.

II

[*Definitions*]

As used in this Final Judgment:

(A) "Linen Supply" or "Linen Supplies" means such items as, coats, aprons, hand towels, dish towels, sheets, tablecloths, napkins, uniforms, customarily furnished under lease by a linen supplier to customers such as, hotels, restaurants, barber shops, and beauty parlors.

(B) "Linen Supplier" means a person as hereinafter defined engaged in the business of furnishing linen supplies in the South western New England area, but shall not be deemed to include any defendant.

(C) "Customer" means a person as here inafter defined in the Southwestern New England area, to which a linen supplier or one or more of the defendants is rendering linen supply.

(D) "Southwestern New England area" means the States of Connecticut and Rhode Island, and the counties of Hampden, Hampshire, Franklin and Berkshire in the State of Massachusetts.

(E) "Person" means an individual, corporation, partnership, association, firm or other legal entity.

III

[*Applicability of Judgment*]

The provisions of this Final Judgment applicable to any defendant shall apply to each such defendant, its officers, directors, agents, employees, successors or assigns, and to all other persons acting under, through or for such defendant.

[*Understanding Prohibited*]

The defendants are hereby jointly and severally enjoined and restrained from entering into, enforcing, adhering to or claiming any rights under any contract, agreement or understanding with any other linen supplier, to:

(a) fix, determine, maintain or adhere to prices or discounts at which linen supplies will be furnished to customers; or

(b) divide, allocate or apportion markets, territories or customers for the furnishing of linen supplies.

V

[*Practices Prohibited*]

The defendants are jointly and severally enjoined and restrained from:

(a) making a false report to any customer that any linen supplier is extending gifts or preferential prices to its customers;

(b) making a false report to any customer that any linen supplier is about to cease business operations;

(c) making a false report to any customer concerning the financial standing or responsibility of any linen supplier;

(d) instituting baseless, vexatious, or unnecessarily expensive litigation against any linen supplier;

(e) enticing any employee of any linen supplier to leave his employer and take employment with a defendant;

(f) coercing or inducing any laundry to refrain from laundering the linen supplies of any linen supplier;

(g) trailing the truck or trucks of any linen supplier to identify the customers of such linen supplier;

(h) enforcing, after the date of the entry of this Final Judgment, any provision of any agreement existing on the date of the entry of this Final Judgment between any defendant and any other person which limits, restricts or prevents such other person from engaging in business as a linen supplier, or from laundering the linen supplies of any linen supplier;

(i) inducing or attempting to induce any customer of any linen supplier to transfer its patronage to a defendant (i) by offering to furnish or furnishing linen supplies without charge to said customer or (ii) by of fering to give or giving to said customer bonuses, rebates or gifts. For the purposes of this subsection (i), the term "customer" shall not include any person to whom any defendant has furnished linen supplies within twelve (12) months prior thereto.

VI

[*Acquisition of Competitors Prohibited*]

The defendants are jointly and severally enjoined and restrained, for a period of one year from the date of the entry of this Final Judgment, from acquiring, directly or indirectly, any of the capital stock, physical assets, business (including customer accounts) or good will of, or any financial interest in, any linen supplier.

VII

[*Compliance with Judgment*]

For the purpose of securing compliance with this judgment, duly authorized representatives of the Department of Justice shall, upon written request of the Attorney General or an Assistant Attorney General, and on reasonable notice to any defendant, made to its principal office, be permitted, subject to any legally recognized privilege, (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 judgment; and (b) subject to the reasonable convenience of said defendant and without restraint or interference from it, to interview officers or employees of such defendant, who may have counsel present, regarding any such matters; and (c) upon such request, any defendant shall submit reports in writing in respect of any such matters as may from time to time be reasonably necessary to the enforcement of this judgment. No information obtained by the means provided in this Section 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 judgment, or as otherwise required by law.

VIII

[*Jurisdiction Retained*]

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

U.S. v. SHADE TOBACCO GROWERS AGRICULTURAL ASSOCIATION, ET AL.
Civil No.: 3992
Year Judgment Entered: 1954

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. The Shade Tobacco Growers Agricultural Association, Inc., et al., U.S. District Court, D. Connecticut, 1954 Trade Cases ¶67,751, (May 10, 1954)

United States v. The Shade Tobacco Growers Agricultural Association, Inc., et al.

1954 Trade Cases ¶67,751. U.S. District Court, D. Connecticut. Civil Action No. 3992. Dated May 10, 1954.. Case No. 1144 in the Antitrust Division of the Department of Justice.

Sherman Antitrust Act

Consent Decree—Practices Enjoined—Limitation of Production—Trade Associations.—An association of tobacco producers and its members were each enjoined by a consent decree from limiting the production of Connecticut Valley shade grown tobacco by agreement with any other defendant or any grower or by use of the facilities of the defendant trade association or any similar organization of the defendants.
Consent Decree.—Permissive Provisions.—In an action against a tobacco growers association and its members a consent decree provided that nothing contained in the decree shall be deemed to prohibit any defendant from acting with any other defendant or with any grower in establishing common policies with regard to participation in endeavors to obtain legislation affecting the growing of tobacco, activities authorized by Federal or State administrative agencies, or with regard to leases of land, joint contracts relating to the growing or purchase of the crop of any grower, or with regard to the procurement and allocation of foreign and domestic labor.

For the plaintiff: Stanley N. Barnes, Assistant Attorney General; William D. Kilgore, Jr.; Worth Rowley; Richard B. O'Donnell; Vincent A. Gorman; John J. Galgay; William J. Elkins.

For the defendants: Solomon Eisner and Aaron Nassau for The Shade Tobacco Growers Agricultural Assn., Inc.; Alexander T. Douglas of Bainton, Devlin, Douglas & Voorhees for American Sumatra Tobacco Corp.; Paul, Weiss, Rifkind, Wharton & Garrison for Cullman Bros., Inc., and H. Duys & Co., Inc.; Joseph V. Kline of Mudge, Stern, Williams & Tucker for General Cigar Co., Inc.; Harry L. Nair for The Hartman Tobacco Co.; A. Arthur Miller of Fox, Rothschild, O'Brien & Frankel for Meyer & Mendelsohn, Inc.; Edward S. Rogin for Kohn Bros. Tobacco Co., Inc., L. H. Grant, B. R. Grant, J. Ford Ransom, and Wilhelmina F. Ransom; Solomon Eisner and Aaron Nassau for V. C. Brewer & Son, Inc., The Griffin-Fuller Tobacco Co., H. C. Thrall & Sons, O. J. Thrall, Inc., F. B.: Arnold, C. J. Arnold, F. M. Arnold, R. E. Arnold, William P. Haas, William P. Haas, Jr., Victor Fassler, Charles A. Huntington, Jr., William C. Huntington, Ernest S. Clark, Jr., Richard C. Clark, G. F. Woodford. Hubbell F. Brown, Tudor F. Holcomb, and Nelson A. Shepard; and Maass, Davidson, Levy, Friedman & Weston for Consolidated Cigar Corp.

Final Judgment

[*Consent Decree*]

J. JOSEPH SMITH, District Judge [*In full text*]: The plaintiff, United States of America, having filed its complaint herein on September 9, 1952, and all the defendants signatory hereto having appeared herein and severally filed their answers to such complaint denying the substantive allegations thereof and denying any violation of the law as alleged in the complaint; and all the parties signatory hereto by their attorneys having severally consented to the entry of this Final Judgment herein without trial or adjudication of any issue of fact or law herein, and without constituting evidence or admission by any defendant in respect to any such issue;

Now, therefore, before any testimony or evidence has been taken herein, and without trial or adjudication of any issue of fact or law herein, and upon the consent of all the parties signatory hereto, it is hereby ordered, adjudged and decreed as follows:

I.

[*Sherman Act*]

The Court has jurisdiction of the subject matter herein and all the parties signatory hereto. The complaint states a cause of action against the defendants signatory hereto and each of them under Section I 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*]

For the purposes of this Final Judgment:

(A) "Connecticut Valley Shade Grown Tobacco" shall mean leaf tobacco which is used as a wrapper to enclose the filler and binder of cigars and which is grown under cloth in the Connecticut Valley area;

(B) "Grower" shall mean any person engaged in the business of growing and selling Connecticut Valley Shade Grown Tobacco;

(C) "Person" shall mean an individual, partnership, firm, association, corporation or other legal entity;

(D) "Defendants" shall mean each and all of the defendants signatory hereto.

III.

[*Applicability of Judgment*]

The provisions of this Final Judgment applicable to any defendant shall apply to such defendant, its subsidiaries, officers, directors, agents and employees, and to all other persons acting or claiming to act on behalf of such defendant.

IV.

[*Limitation of Production*]

Each of the defendants is enjoined and restrained from:

(A) Entering into any contract, agreement, plan, or understanding, or adhering to any heretofore existing contract, agreement, plan or understanding, with any other defendant or any grower to reduce, curtail or limit the production of Connecticut Valley shade grown tobacco;

(B) Using or permitting to be used the facilities or organization of defendant Shade Tobacco Growers Agricultural Association, Inc., or any similar organization of such defendants, or any of them, to promulgate, adopt, carry out or enforce any contract, agreement, plan or understanding to reduce, curtail or limit the production of Connecticut Valley shade grown tobacco.

V.

[*Publicity*]

Defendant Shade Tobacco Growers Agricultural Association, Inc., is ordered and directed to send a copy of this Final Judgment (a) forthwith to each present member thereof and (b) to each person becoming a member thereof after the date of entry of this Final Judgment within 30 days after such person becomes a member.

VI.

[*Permissive Provisions*]

Without hereby determining, adjudicating or affecting the legality or illegality under the antitrust laws of the common policies and agreements hereafter referred to, the provisions of this Final Judgment shall not be

deemed to prohibit any defendant from acting with any other defendant or with any grower in establishing and executing such common policies and activities as are appropriate:

(A) To participation in endeavors to obtain the amendment of the Agricultural Adjustment Act, so-called, so as to cover Connecticut Valley shade grown tobacco thereunder, or to obtain the enactment of any legislation affecting the growing or marketing of such tobacco or to obtain the adoption, amendment or repeal of any regulation, order, decision or ruling under any such legislation;

(B) To activities authorized by Federal or State laws or regulations or orders duly issued by Federal or State administrative officials, agencies or boards having authority to issue the same;

(C) To entering into bona fide leases of land for the growing of Connecticut Valley shade grown tobacco, bona fide joint accounts or contracts relating to the growing or purchase of all or any part of the crop of any grower, or to the procurement and allocation of foreign and domestic labor, or to other agreements necessary to such undertakings.

VII.

[*Inspection and Compliance*]

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 any defendant made to its principal office, be permitted subject to any legally recognized privilege, (a) reasonable access, during the office hours of such defendant, to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of such defendant, relating to any matters contained in this Final Judgment, and (b) subject to the reasonable convenience of such defendant, and without restraint or interference, to interview officers and employees of such defendant who may have counsel present, regarding any such matters. For the purpose of securing compliance with this Final Judgment the defendants upon the written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, shall submit such written reports with respect to any of the matters contained in this Final Judgment as from time to time may be necessary for the purpose of enforcement of this Final Judgment. No information obtained by the means permitted in this Section VII shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Department except in the course of legal proceedings for the purpose of securing compliance with this Final Judgment in which the United States is a party or as otherwise required by law.

VIII.

[*Jurisdiction Retained*]

Jurisdiction of this Court is retained for the purpose of enabling any of the parties to this Final Judgment to apply to the 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 or termination of any of the provisions thereof, for the enforcement of compliance therewith and punishment of violations thereof.

U.S. v. THE TORRINGTON COMPANY
Civil No.: 4840
Year Judgment Entered: 1957

UNITED STATES DISTRICT COURT

DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA, Plaintiff, vs. THE TORRINGTON COMPANY, Defendant.	)	Civil Action No. 4840

FINAL JUDGMENT

Plaintiff, United States of America, having filed its complaint herein on March 30, 1954; defendant, having appeared and filed its answer to such complaint, denying the substantive allegations thereof; and plaintiff and defendant by their attorneys herein, having severally consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or laws herein, and without admission by any party in respect of 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 the consent of the parties hereto, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

I

This Court has jurisdiction of the subject matter herein and of the parties hereto. The complaint states a cause of action against defendant under Sections 1 and 2 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

As used in this Final Judgment:

(A) "Sewing machine needles" means all needles used in any type of sewing machine;

(B) "Shoe machine needles" means all needles and awls used in any type of shoe manufacturing or repairing machine;

(C) "Knitting machine needles" means all needles used in any type of knitting machine;

(D) "Subsidiary" means a corporation owned or controlled by the defendant and engaged in the production or marketing of sewing machine needles, shoe machine needles or knitting machine needles in the United States;

(E) "Person" means an individual, partnership, firm, association, corporation, other than a subsidiary, or any other business or legal entity.

III

The provisions of this Final Judgment shall apply to the defendant and its subsidiaries, successors, assigns, officers, agents, servants, employees, and attorneys, and to those 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:

(A) From engaging in, participating in, maintaining or carrying out any contract, agreement, arrangement or understanding with any sewing machine manufacturer or seller or shoe machine manufacturer or seller or any other person to refrain from selling or otherwise supplying sewing machine needles or shoe machine needles to any person;

(B) From suggesting or recommending to any person or attempting to enforce the price or prices, discounts or terms or conditions for the resale of shoe machine and sewing machine needles.

V

Defendant is ordered and directed:

(A) To sell to all prospective purchasers in the United States all of the types, sizes and kinds of sewing machine and shoe machine needles manufactured by it, without discrimination as to availability,

price or terms and conditions of sale and payment as it may from time to time lawfully establish, provided that with respect to sewing machine needles now made by defendant pursuant to plans or specifications furnished to it by others, it may provide in lieu thereof, equivalent needles which are in all respects interchangeable therewith and of equivalent dimensions, characteristics, purpose and quality.

With respect to such equivalent needles, it shall, within ninety days after the entry of this Final Judgment, establish a stock on hand of those types and sizes of needles corresponding to 70% of the volume customarily supplied each sewing machine builder. This stock shall be established in quantities of types and sizes equal to a minimum of 10% of those of the corresponding needles supplied each machine builder and shall be maintained in quantities sufficient to meet orders which it might reasonably anticipate on the basis of experience;

(B) To manufacture sewing machine needles, or equivalents thereof as defined in (A) above, and shoe machine needles, customarily manufactured by it but which are not in stock at any particular time, for all propective purchasers without discrimination as to availability, price or terms and conditions of sale and payment as it may from time to time lawfully establish;

(C) To manufacture sewing machine needles or shoe machine needles, which are of a special design, i.e., not already manufactured by defendant, which it is equipped to make, when ordered in quantities sufficient to permit profitable production, without discrimination as to availability, price or terms and conditions of sale and payment as it may from time to time lawfully establish. Provided, however, that during any period of time defendant may refuse all orders for needles of a special design.

VI

Nothing contained in paragraphs V (A) and (B) above, shall be interpreted to prevent the defendant from giving to any person purchasing needles for resale, functional discounts otherwise lawful or from requiring that such persons, in order to qualify as jobbers or dealers,

perform the regular functions of jobbers and dealers such as purchasing a specified number of needles per month, carrying adequate stocks to serve their customers, and, in the case of jobbers, employing a sales force and extending credit to customers.

VII

Nothing contained in Section V of this Final Judgment shall be deemed to require defendant:

(A) To sell to any person needles manufactured by defendant bearing the trademark or trade name of any other person; or

(B) To sell to any person needles in a package or container bearing the trademark or trade name of any other person, or the design or label of which is covered by a copyright owned or controlled by any other person;

(C) To sell to any person sewing machine needles or equivalents thereof, manufactured at the present time by defendant with special tools or machines now supplied by any other person, except that defendant shall sell like needles upon being supplied with such tools and machines by the prospective purchaser. Provided, however, that defendant shall not agree to manufacture sewing machine needles exclusively for any person with tools or machines supplied to it after the date of this Final Judgment.

As used above, special tools and machines include only that equipment used in the actual manufacturing of sewing machine needles and not gauges or other equipment used for the testing of sewing machine needles.

VIII

In any civil suit or proceeding instituted by the plaintiff after the entry of this Final Judgment, in which defendant's compliance or non-compliance with the provisions of Section V shall be an issue, the burden of proof shall be upon the defendant to establish that it has complied with the provisions of Section V.

IX

Defendant is enjoined and restrained from acquiring, directly or

indirectly, the business, physical assets or good will, or any capital stock of any person engaged in the manufacture, distribution or sale of sewing machine needles, shoe machine needles or knitting machine needles in the United States unless the defendant has, upon reasonable notice to the Attorney General with an opportunity on the part of the latter to be heard, shown to this Court that the effect of such acquisition may not be to substantially lessen competition or tend to create a monopoly, in any section of the country, in the manufacture, sale or distribution of sewing machine needles, shoe machine needles or knitting machine needles; provided, however, that this paragraph shall not apply to transactions between the defendant and its subsidiaries.

X

Defendant is ordered and directed within 60 days after the entry of this Final Judgment to serve a copy thereof upon each sewing machine builder and shoe machine builder for whom defendant has manufactured sewing machine needles or shoe machine needles within the five-year period preceding the date of this Final Judgment.

XI

Defendant is ordered and directed within 90 days from the date of this Final Judgment to advertise in a conspicuous manner in two trade papers or journals - one of which shall have a general circulation in the shoe manufacturing industry and the other of which shall have a general circulation in the garment industry - that pursuant to this Final Judgment, sewing machine and shoe machine needles are available as provided herein to all purchasers without discrimination as to availability, price or other terms or conditions of sale.

The substance and size of such advertisements shall be in a form satisfactory to the plaintiff.

XII

Defendant is enjoined and restrained from entering into, performing, adhering to, maintaining or furthering directly or indirectly or claiming any rights under, any contract, agreement, understanding, plan or program

with any person which is inconsistent with the provisions of this Final Judgment.

XIII

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 the principal office of defendant, be permitted, subject to any legally recognized privilege when determined by this Court, (1) access, during the office hours of defendant, to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession of or under the control of defendant, relating to any matters contained in this Final Judgment, and (2) subject to the reasonable convenience of defendant but without restraint or interference from defendant, to interview officers or employees of 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, defendant shall submit such reports in writing with respect to the matters contained in this Final Judgment as may from time to time be reasonably necessary to the enforcement of this Final Judgment. Information obtained by the means permitted in this Section XIII shall not 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 for the purpose of securing compliance with this Final Judgment in which the United States is a party or as otherwise required by law.

XIV

Jurisdiction of this cause is retained by this Court for the purpose of enabling either 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: January 29th, 1957

/s/ Robert P. Anderson
United States District Judge

We consent to the making and entry of the foregoing Final Judgment:

For Plaintiff United States of America:

/s/ Victor R. Hansen
Assistant Attorney General

/s/ John D. Swartz

/s/ W. D. Kilgore, Jr.

/s/ Lawrence Gochberg

/s/ Baddia J. Rashid

/s/ Edward F. Corcoran

/s/ Richard B. O'Donnell

Attorneys,
Department of Justice

For the Defendant:

CHADBOURNE PARKE WHITESIDE & WOLFF
/s/ By Horace G. Hitchcock

GUMBART CORBIN TYLER & COOPER
/s/ By Morris Tyler

U.S. v. PITNEY-BOWES, INC.
Civil No.: 7610
Year Judgment Entered: 1959

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Pitney-Bowes, Inc., U.S. District Court, D. Connecticut, 1959 Trade Cases ¶69,235, (Jan. 9, 1959)

United States v. Pitney-Bowes, Inc.

1959 Trade Cases ¶69,235. U.S. District Court, D. Connecticut. Civil Action No. 7610. Filed January 9, 1959. Case No. 1430 in the Antitrust Division of the Department of Justice.

Sherman Antitrust Act

Department of Justice Enforcement and Procedure—Consent Decrees—Specific Relief—Compulsory Licensing of Patents—Practices Prohibited.—A manufacturer of postage meter machines was ordered by a consent decree to (1) file with the court a list of the patents owned or controlled by it, (2) grant to any qualified domestic applicant a non-exclusive, unrestricted and royalty-free license to make, use, lease, and vend postage meter machines under any of the manufacturer's existing United States patents, (3) grant to any qualified domestic applicant a non-exclusive and unrestricted license to make, use, lease, and vend postage meter machines under any of the manufacturer's future United States patents, and (4) grant to any qualified foreign applicant a non-exclusive and unrestricted license under any of the manufacturer's existing and future patents to make postage meter machines for use, lease or sale in the United States. The manufacturer was enjoined from (1) granting licenses or sublicenses under certain patents except in accordance with the terms of the decree, (2) taking any exclusive right or license under any patent owned or controlled by others unless the manufacturer was also granted the right to grant sublicenses to others, and (3) making any disposition of any patents which deprived it of the power to grant the licenses required by the decree unless the acquiring party consented to be bound by the decree. The manufacturer was also ordered to grant to licensees licensed pursuant to the decree various kinds of technical assistance for certain periods of time and upon specified conditions.

Department of Justice Enforcement and Procedure—Consent Decrees—Specific Relief—Compulsory Licensing of Patents—Terms of Licensing Agreements—Royalties—Provisions; Permitted.—A manufacturer of postage meter machines, after having been ordered by a consent decree to grant licenses under its various patents to qualified applicants, was prohibited from including in those licenses any restrictions other than those specified by the decree. Licenses issued under the manufacturer's existing United States patents could be non-transferable and they could contain a reasonable provision for marking the machines manufactured, used, leased, or sold under such licenses with the number of the patents covering the machines. As to licenses issued to domestic applicants under the manufacturer's future United States patents, and licenses issued to foreign applicants under the manufacturer's existing and future patents, (1) they could be non-transferable, (2) a reasonable royalty could be charged, (3) periodic royalty reports could be required, (4) reasonable provisions could be made for cancellation upon the licensee's failure to make royalty reports, pay royalties, or permit inspection of its books and records, and (5) reasonable provisions could be made for marking the machines manufactured, used, leased, or sold under such licenses with the number of the patents covering the machines. Also, the licenses must permit cancellation by the licensee at any time after one year from the initial date of the license upon the giving of thirty days' notice.

Monopolies—Monopolies Under Sherman Act, Section 2—Consent Decree—Practices Enjoined—Patents—Institution of Infringement Suits—Order to Grant Immunity from Infringement Suit.—A manufacturer of postage meter machines was prohibited by a consent decree from instituting or threatening to institute any action, suit, or proceeding against any person for any act of patent infringement alleged to have occurred prior to the date of the decree. The manufacturer was also ordered to grant to any qualified domestic applicant licensed pursuant to the decree, with respect to any postage meter machines manufactured in the United States pursuant to such license, a non-exclusive and unrestricted grant of immunity from suit under any foreign patent or application owned or controlled by the manufacturer at the time of the issuance of such license.

Monopolies—Monopolies Under Sherman Act, Section 2—Consent Decree—Practices Enjoined—Horizontal Integration—Acquiring Stock or Assets of Competitors.—A manufacturer of postage meter machines was prohibited by a consent decree from acquiring, for a period of ten years, any of the assets or capital stock of, or financial interest in, any person, engaged in the manufacture, sale, distribution, or leasing of postage meter machines. However, such an acquisition could be permitted by the court, upon an application by the manufacturer after the decree had been in effect for five years, and upon a showing by the manufacturer that the effect of such acquisition would not be substantially to lessen competition or tend to create a monopoly in the manufacture, sale, distribution, or leasing of postage meter machines.

Monopolies—Monopolies Under Sherman Act, Section 2—Consent Decree—Practices Enjoined—Contracts and Agreements Not to Compete—Allocation of Markets and Customers—Distribution Agreements.—A manufacturer of postage meter machines was prohibited by a consent decree from entering into any agreement with any person engaged in the manufacture, sale, distribution, or leasing of postage meter machines which (1) allocated or divided territories, markets, or customers for the manufacture, sale, distribution, or leasing of postage meter machines, (2) designated the manufacturer as a distributor or agent for the distribution, lease, or sale in the United States of postage meter machines manufactured by others, and (3) designated any other person engaged in the manufacture of postage meter machines as an agent or distributor of the manufacturer. However, the manufacturer was not prohibited from entering into bona fide exclusive distributorship arrangements for designated territories with persons not then engaged in the manufacture or distribute of postage meter machines produced by a person other' than' the manufacturer.

Monopolies—Monopolies Under Sherman Act, Section 2—Consent Decree—Practices Enjoined—Foreign Activities and Agreements—Restricting Imports and Exports.—A manufacturer of postage meter machines was prohibited by a consent decree from entering into any Agreement with any person engaged in the manufacture, sale, distribution, or leasing of postage meter machines which restricted, hindered, limited or prevented such person, of "any other person, from importing such machines into the United States or exporting them from the United States.

Monopolies—Monopolies Under Sherman Act, Section 2—Consent Decree—Practices Enjoined—Price Fixing.—A manufacturer of postage meter machines was prohibited by a consent decree from entering into any agreement with any person engaged in the manufacture, sale, distribution, or leasing of such machines which fixed any price, or any element of price, for the distribution, sale, or lease of such machines.

Department of Justice Enforcement and Procedure—Consent Decree—Specific Relief—Showing the Existence of Substantial Competition.—A manufacturer of postage meter machines was directed to show, within six months following the expiration of a ten-year period from the date of the decree, that substantial competition then existed with respect to the manufacture, sale, rental, and distribution of postage meter machines in the United States. Such competition should be deemed to exist if persons in each major market area of the United States then had the opportunity, actual and practical in fact, to purchase or rent from persons other than the manufacturer, on reasonably competitive terms, postage meter machines or devices and mechanisms serving purposes equivalent thereto under Post Office Department regulations. If the manufacturer should fail to establish to the satisfaction of the court that such competition then existed, the manufacturer should submit to the court a plan designed to bring about such competition as soon as possible. The decree further provided that the manufacturer could be relieved of its obligations under those sections at any time within ten years by applying to the court for such relief and establishing that a competitor or competitors, in no manner affiliated with it, was then actually engaged in the commercial manufacture, sale, rental and distribution of postage meter machines in the United States.

Department of Justice Enforcement and Procedure—Consent Decree—Permissive Provisions—Acquisition of Stock or Assets.—A consent decree which prohibited a manufacturer of postage meter machines from acquiring any of the assets or capital stock of, or any financial interest in, any person engaged in the manufacture, sale, distribution, or leasing of postage meter machines also provided that the manufacturer, upon application to the court at any time after the decree had been in effect for five years, could be permitted to make such an acquisition upon a showing that its effect would not be substantially to lessen competition or tend to create a monopoly. The manufacturer was also permitted by the decree to (1) acquire the securities or assets

of any of its subsidiaries, (2) form subsidiaries and transfer to them its own assets or those of its subsidiaries, and (3) acquire the stock or assets of its agents or distributors who were not engaged in the manufacture or distribution of postage meter machines not produced by the manufacturer.

For the plaintiff: Victor R. Hansen, Assistant Attorney General; William D. Kilgore, Jr., Harry N. Burgess, and Lewis J. Ottaviani, Attorneys, Department of Justice; and the U. S. District Attorney, District of Conn.

For the defendant: Shattuck, Bangs & Davis, by Charles P. Collins (Edwin P. Shattuck and Sigmund Timberg, of counsel); and Wiggin & Dana, by Frederick H. Wiggin.

Final Judgment

[*Consent Decree*]

ROBERT P. ANDERSON, District Judge [*In full text*]: Plaintiff, United States of America, having filed its complaint herein on January 9, 1959, and defendant, Pitney-Bowes, Inc., by its attorneys, having appeared and denied the substantive allegations thereof, and plaintiff and defendant having severally consented to the making and entry of this Final Judgment without trial or adjudication of any issue of fact or law herein and without admission in respect to any issue:

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

Ordered, Adjudged and Decreed as follows:

I

[*Jurisdiction*]

The Court has jurisdiction of the subject matter of this action and of the parties hereto. The complaint states a claim against the defendant Pitney-Bowes, Inc. upon which relief can be granted under Section 2 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) "Postage meter" shall mean any device or mechanism, and the component parts thereof, which prints, registers and cancels pre-paid postage on mail matter;

(B) "Mailing machine" or "base machine" shall mean any device or mechanism, and the component parts thereof, used to support or facilitate operation of a postage meter, and to feed, moisten, close and seal or stack mail matter impressed with postage by a postage meter;

(C) "Postage meter machine" means any combination of (i) a postage meter and (ii) a mailing or base machine, which combination may be separable into two or more units or complete in itself when actually operated;

(D) "Existing patent" or "existing patents" shall mean any, some or all claims of the following:

(1) United States and foreign Letters Patent owned or controlled by defendant on the date of entry of this Final Judgment;

(2) Applications for United States and foreign Letters Patent, and any Letters Patent which may issue on any such applications, which applications were filed prior to, and are owned or controlled by defendant on, the date of entry of this Final Judgment;

(3) United States and foreign Letters Patent owned or controlled on the date of entry of this Final Judgment by any person other than defendant and under which defendant on such date has the power to grant licenses or sub-licenses to others;

(4) Any divisions, reissues or extensions of the Letters Patent described in clauses (1), (2) and (3) above;

relating to postage meters, mailing or base machines or postage meter machines;

(E) "Future patent" or "future patents" means any United States or foreign Letters Patent or applications therefor and patents which may issue thereon (exclusive of existing patents), and any divisions, reissues or extensions of such Letters Patent, relating to postage meters, mailing or base machines or postage meter machines, (i) which may be owned or controlled by defendant during a period of five (5) years after the date of entry of this Final Judgment or (ii) under which defendant may, during such period, acquire the power to grant licenses or sub-licenses to others;

(F) "Person" means any individual, partnership, firm, association, corporation or other legal or business entity other than the defendant, its directors, officers, employees, agents or subsidiaries;

(G) "United States" means the continental United States, its territories and possessions;

(H) "Qualified domestic applicant" means any person in the United States certified, in writing, by the United States Post Office Department as meeting the qualifications established by said Department to manufacture postage meters or postage meter machines;

(I) "Qualified foreign applicant" means any person outside the United States who (1) represents, in writing, to the United States Post Office Department, its intention to manufacture, outside the United States, postage meter machines to be used, leased or sold in the United States in accordance with applicable rules and regulations of such Department, and (2) is certified, in writing, by such Department as meeting the qualifications established by said Department to manufacture postage meters or postage meter machines for use, lease or sale in the United States;

(J) "Subsidiary" means a corporation more than 50% of whose stock entitled to vote upon election of directors (other than preferred stock entitled to vote upon the failure of the corporation to pay certain dividends) is, directly or indirectly, owned by defendant;

(K) "Defendant" means the defendant Pitney-Bowes, Inc.

III

[*Applicability*]

(A) The provisions of this Final Judgment applicable to the defendant shall apply also to each of its officers, agents, servants, employees, subsidiaries, successors and assigns, and to all other persons in active concert or participation with such defendant who receive actual notice of this Final Judgment by personal service or otherwise;

[*Notice*]

(B) Defendant is ordered and directed forthwith to serve a copy of this Final Judgment upon (i) each member of its Board of Directors, (ii) each Vice President who is not a member of its Board of Directors, and (iii) the chief executive officer of each of its subsidiaries, and, within thirty (30) days after the date of entry of this Final Judgment, to file with this Court, and serve upon the plaintiff, an affidavit as to the fact and manner of its compliance with this subsection (B), setting forth in said affidavit the name, position and address of each person upon whom a copy of this Final Judgment shall have been served as herein directed.

IV

[*Order to Grant Patent Licenses*]

(A) Defendant is ordered and directed, within ninety (90) days after entry of this Final Judgment, to file with this Court, and serve upon the plaintiff, an affidavit showing separately, as of the date of this Final Judgment:

(1) The number, and date of issue (or filing, as to applications) and name of owner, where applicable, of each existing patent;

(2) The number, date of issue (or filing, as to applications) and name of the owner, where applicable, of each existing United States patent owned or controlled by the defendant on the date of this Final Judgment.

(B) Defendant is ordered and directed to grant to any qualified domestic applicant, making written request therefor to the defendant, a non-exclusive, unrestricted and royalty-free license to make (but not to have made —except for component parts), use, lease and vend postage meter machines under any, some or all, as the applicant may request, existing United States patents;

(C) Defendant is enjoined and restrained from including in any license issued pursuant to subsection (B) any restriction or limitation whatsoever except that (i) the license may be non-transferable, and (ii) reasonable provision may be made for marking the postage meter machines manufactured, used, leased or sold by the licensee under such license with the number of the patents covering such machines under which the licensee is licensed.

(D) Defendant is ordered and directed to grant to any qualified domestic applicant making written request therefor to the defendant, a non-exclusive and unrestricted license to make (but not to have made—except for component parts), use, lease and vend postage meter machines under any, some or all, as the applicant may request, future United States patents;

(E) Defendant is ordered and directed to grant to any qualified foreign applicant making written request therefor to the defendant a non-exclusive and unrestricted license under any, some or all, as the applicant may request, existing patents and future patents to make (but not to have made—except for component parts) postage meter machines for use, lease or sale in the United States;

(F) Defendant is enjoined and restrained from including in any license issued pursuant to subsections (D) and (E) hereof any restriction or limitation whatsoever except that:

(1) The license may be non-transferable;

(2) A reasonable royalty may be charged, which royalty shall be uniform and nondiscriminatory as among licensees procuring the same rights under the same patents;

(3) Reasonable provisions may be made for periodic royalty reports by the licensee to the defendant and inspection of the books and records of the licensee by an independent auditor or any other person acceptable to both defendant and the licensee, who shall report to the defendant only the amount of the royalty due and payable;

(4) Reasonable provisions may be made for cancellation of the license upon failure of the licensee to make the reports, pay the royalties or permit inspection of his books and records as herein provided;

(5) The license must provide that the licensee may cancel the license at any time after one (1) year from the initial date thereof by giving to the defendant thirty (30) days' notice in writing;

(6) Reasonable provisions may be made for marking the machines manufactured, used, leased or sold by the licensee under such license with the number of the patents covering such machines under which the licensee is licensed;

(G) Upon receipt of a written request for a license under the provisions of subsections (D) and (E) hereof, defendant shall advise the applicant, in writing within thirty (30) days, of the royalty it deems reasonable for the patent or patents to which the application pertains. If such applicant and defendant are unable to agree upon what constitutes a reasonable royalty within ninety (90) days from the date the written application for the license was received by the defendant, either the applicant or defendant may, upon notice to the plaintiff, apply to this

Court for the determination of a reasonable royalty. In any such proceeding the burden of proof shall be upon the defendant to establish the reasonableness of any royalty requested. Pending the completion of any such court proceeding, the applicant shall have the right to make (but not to have made—except for component parts), use, lease and vend under the patents to which his application pertains without payment of royalty or other compensation, but subject to the following provisions: defendant may, upon notice to the plaintiff, apply to this Court to fix an interim royalty rate pending final determination of what constitutes a reasonable royalty. If this Court fixes such interim royalty rate, defendant shall then issue and the applicant shall accept a license providing for the periodic payment of royalties at such interim rate from the date upon which the applicant requested the license. If the applicant fails to accept such license or fails to pay the interim royalty in accordance therewith, such action may be grounds for the dismissal of his application for a license; in the case of such dismissal, the applicant shall pay any royalties found by the Court to be due to the defendant. Whether or not an interim royalty is fixed by the Court, a final Court determination of reasonable royalty shall be applicable to the applicant for a license from the date upon which the applicant requested such license, and to any other licensee, at its option, then having the same rights under the same patents from the date of such final determination. If the applicant fails to accept a license pursuant to such Court determination, such applicant shall pay any royalties found by the Court to be due to the defendant;

(H) Nothing herein shall prevent: any applicant from attacking, in the aforesaid proceedings or in any other controversy, the validity or scope of any of the patents, nor shall this Final Judgment be construed as imputing any validity or value to any of said patents;

(I) Defendant is enjoined and restrained from (i) granting, after date of this Final Judgment, any license or sublicense under any patents to which this Section IV shall apply, except in accordance with, and pursuant to, the terms of this Final Judgment, and (ii) taking, or accepting, after the date of this Final Judgment, any right or license under any patent owned or controlled by any person other than defendant, which right or license is, by its terms or in fact, exclusive to the defendant unless the defendant is also granted the right to grant sublicenses to others;

(J) Defendant is enjoined and restrained from making any sale or other disposition of any patent which deprives it of the power or authority to grant the licenses required by this Section IV, unless the purchaser, transferee or assignee shall file with this Court, and with the plaintiff, prior to consummation of any such transaction, its consent to be bound by the applicable provisions of this Section IV with respect to each patent;

(K) Defendant is ordered and directed, insofar as it has or hereafter may acquire the power to do so, to grant upon written request and without compensation, to any qualified domestic applicant licensed pursuant to this Section IV, with respect to any postage meter machines manufactured in the United States pursuant to such license, a non-exclusive and unrestricted grant of immunity from suit under any foreign patent or application owned or controlled by the defendant at the time of issuance of such license;

(L) Defendant is enjoined and restrained from instituting or threatening to institute any action, suit, or proceeding against any person for use of or any act of infringement of any patent alleged to have occurred prior to the date of this Final Judgment.

V

[*Order to Grant Technical Assistance*]

(A) Defendant, for a period of ten (10) years from the date of this Final Judgment, and upon written request therefor from any person licensed under existing or future patents pursuant to Section IV of this Final Judgment, is ordered and directed to furnish to such licensee, for a reasonable charge approximating cost, copies of any technical manuals, books of instruction, drawings, specifications, blueprints, pamphlets, diagrams or other similar documents, which it furnishes generally to its own manufacturing, servicing, repair or maintenance employees relating to the manufacture, repair, servicing or maintenance of postage meter machines commercially produced on the date of this Final Judgment.

(B) Defendant, for a period of five (5) years from the date of this Final Judgment, and upon written request therefor from any person licensed pursuant to Section IV of this Final Judgment, is ordered and directed to furnish to such licensee, for a reasonable charge approximating cost, copies of the patents under which such person is licensed and such of the defendant's technical information as licensee may reasonably need to enable him to utilize the invention or inventions of any of the patents licensed by the defendant to such licensee in such licensee's manufacture, not including, however, the type of documents referred to in sub-section (A) above.

(C) For a period of five (5) years from the date of this Final Judgment, and upon receipt of a written request from any person licensed pursuant to Section IV of this Final Judgment representing that the technical information furnished to such person by the defendant pursuant to subsections (A) and (B) of this Section V is inadequate or insufficient to enable such person satisfactorily to manufacture, operate, maintain, service or repair postage meter machines manufactured under his license from the defendant, the defendant is ordered and directed to make available to such licensee at the expense of the licensee for travel and at reasonable times and for reasonable periods, technically qualified personnel from among its own employees, for consultation with such licensee at the licensee's place of manufacture regarding the licensee's manufacture, repair, servicing or maintenance of postage meter machines. This subsection (C) shall not require the defendant to send any person outside of the United States.

(D) For a period of five (5) years from the date of this Final Judgment, any person licensed by the defendant pursuant to Section IV of this Final Judgment shall, upon written request to the defendant, and at his own expense, be permitted to visit the principal plant of the defendant manufacturing postage meter machines for the purpose of observing, and being advised as to, the methods, processes, machines and equipment then being used by the defendant in its commercial production of postage meter machines; provided, however, that such visits may be restricted as follows:

(1) To not more than 3 officers or employees of the licensee at any one time;

(2) To not more than 4 such visits per year.

(E) The defendant may, as a condition to furnishing the benefits set forth in the foregoing subsections of this Section V, require the licensee, in writing, to agree to maintain any technical information received by such licensee from the defendant in confidence and use such information solely in connection with the manufacture, maintenance, service or repair by or for the licensee of postage meter machines.

(F) In order to accomplish the purposes of this Final Judgment, nothing herein shall be construed to prohibit the defendant from providing, upon terms and conditions not inconsistent with the other provisions of this Final Judgment, to any person requesting it, information or assistance not otherwise provided for in this Final Judgment.

(G) The furnishing by defendant of patent licenses and technical assistance pursuant to the requirements of Section IV and V of this Final Judgment shall not, in and of itself, create or constitute as to defendant, any guaranty or warranty as to machines not manufactured by it.

VI

[*Acquisition of Stock or Assets*]

(A) For a period of ten (10) years from the date of this Final Judgment, the defendant is enjoined and restrained from acquiring, directly or indirectly, through nominees, agents or otherwise, any of the assets or capital stock of or any financial interest in, any person engaged in the manufacture, sale, distribution or leasing of postage meter machines.

(B) Nothing in this Section VI, however, shall be construed to prohibit (i) acquisition by defendant of all or part of the securities or assets of any of its subsidiaries; (ii) formation of subsidiaries by defendant and the transfer thereto of assets of defendant or of its subsidiaries; (iii) acquisition by the defendant of all or any part of the stock or assets of any agent or distributor of defendant's products, who is not engaged in the manufacture or distribution of postage meter machines not manufactured by defendant; (iiii) application to this Court, at any time

after this Final Judgment has been in effect for five (5) years from the date thereof, upon notice to the plaintiff, for permission to acquire any or all of the assets or capital stock of or financial interest in, a person engaged in the manufacture, sale, distribution or leasing of postage meter machines, which may be granted upon a showing by defendant to the satisfaction of the Court, that the effect of any such acquisition will not be substantially to lessen competition or to tend to create a monopoly in the manufacture, sale, distribution or leasing of postage meter machines.

VII

[*Practices Prohibited*]

(A) Defendant is enjoined and restrained from, directly or indirectly, entering into, adhering to, maintaining, or claiming any right under, any contract, agreement, understanding, plan or program with any person engaged in the manufacture, sale, distribution or leasing of postage meter machines which:

(1) allocates or divides territories, markets or customers for the manufacture, sale, distribution or leasing of postage meter machines;

(2) fixes, determines or adheres to any price, or element of price, for the distribution, sale or lease of any postage meter machines;

(3) restricts, hinders, limits or prevents such person or any other person from importing postage meter machines into the United States or exporting such machines from the United States;

(4) appoints or designates the defendant as a distributor or agent for the distribution, lease or sale in the United States of postage meter machines produced by any person engaged in the manufacture of postage meter machines;

(5) appoints or designates, as a distributor or agent of the defendant, for the distribution, sale or lease of postage meter machines manufactured by the defendant, any person engaged in the manufacture of postage meter machines;

provided that the foregoing shall not be construed to prohibit defendant from entering into bona fide exclusive distributorship arrangements for designated territories with any person not then engaged in the manufacture or distribution of postage meter machines manufactured by a person other than the defendant.

VIII

[*Promoting Competition*]

(A) Within six months following the ten (10) year period from the date of this Final Judgment, upon application by the plaintiff, the defendant shall show to the satisfaction of the Court that substantial competition then exists with respect to the manufacture, sale, rental and distribution of postage meter machines in the United States. Such competition shall be deemed to exist if persons in each major market area of the United States then have the opportunity, actual and practical in fact, to purchase or rent from other than the defendant on reasonably competitive terms, postage meter machines or devices and mechanisms serving purposes equivalent thereto, under Post Office Department regulations.

(B) If defendant fails to establish to the satisfaction of this Court that such competition then exists, defendant shall submit to the Court a plan, which to the satisfaction of this Court, in light of the conditions then existing, as well as the steps defendant has taken to try and bring about such competition, with full hearing and opportunity for both parties to be heard and present evidence, is designed to bring about such competition as soon as possible. Such plan shall provide for bringing about such competition, in a manner as, by the Court may be deemed necessary or appropriate (1) by substantial assistance to a competitor or potential competitor; or (2) by the establishment of competition by defendant out of its assets, business and properties; or (3) by some other or different method.

(C) Upon such terms as this Court may direct, the defendant may be relieved of its obligations under subsections (A) and (B) of this Section VIII at any time within ten (10) years from the date of this Final Judgment, by (i) applying to this Court, upon notice to the plaintiff, for such relief and (ii) establishing, to the satisfaction of this Court, (a) that a competitor or competitors to the defendant (and in no manner, directly or indirectly, affiliated with the defendant) is or are then actually engaged in the commercial manufacture, sale, rental and distribution of postage meter machines in the United States, and (b) that by reason of the then existence of such competitor or competitors to the defendant, the competition specified in subsection (A) of this Section VIII has then been accomplished.

IX

[*Notice of Judgment*]

(A) Defendant is ordered and directed, within ninety (90) days from the date of this Final Judgment, to furnish a true and complete copy of this Final Judgment (a) to the Postmaster General of the United States and (b) to each person who makes written request to the defendant for a copy of this Final Judgment.

(B) Defendant is ordered and directed to cause a copy of this Final Judgment to be published not less than once a month for three (3) successive months after the date of this Final Judgment, in a trade publication of general circulation to persons engaged in manufacturing office machines and equipment.

X

[*Enforcement and Compliance*]

For the purpose of securing compliance with this Final Judgment, 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 defendant, made to its principal office, be permitted, subject to any legally recognized claim of privilege, (a) reasonable access during the office hours of defendant to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession, custody or control of defendant relating to any matters contained in this Final Judgment, and (b) subject to the reasonable convenience of defendant, but without restraint or interference from it, to interview officers, directors, agents or employees of the defendant, who may have counsel present, regarding any such matter. Upon the written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, defendant shall submit such written reports with respect to any of the matters contained in this Final Judgment as from time to time may be reasonably necessary for the purpose of enforcement of this Final Judgment. 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 the plaintiff, 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*]

(A) Jurisdiction is retained for the purpose of enabling either 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 or termination of any of the provisions contained herein, for the enforcement of compliance therewith and the punishment of the violation of any of the provisions contained herein.

(B) Jurisdiction is additionally expressly reserved to enter appropriate orders modifying Section V(A), (C) and (D) hereof, if such orders are consented to by the plain-tiff, which consent is not to be unreasonably withheld, with respect to the obligation of the defendant to furnish the technical assistance referred to in Section V(A), (C) and (D) hereof, where the furnishing of same would tend to defeat the objectives of this Final Judgment to assure

effective competition between defendant and others in the postage meter machine industry and to avoid undue concentration in such industry.

U.S. v. CONNECTICUT PACKAGE STORES ASSOCIATION, INC., ET AL.
Civil No.: 9157
Year Judgment Entered: 1963

BB1646

UNITED STATES DISTRICT COURT

DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA, Plaintiff, v. CONNECTICUT PACKAGE STORES ASSOCIATION, INC. and NEW HAVEN PACKAGE STORES ASSOCIATION, Defendants.	)	CIVIL NO. 9157 FILED: May 3, 1963

STIPULATION

It is stipulated by and between the undersigned parties, by their respective attorneys, that:

(1) The parties consent that a Final Judgment in the form hereto attached may be filed and entered by the Court at any time after the expiration of thirty (30) days following the date of filing of this Stipulation without further notice to any party or other proceedings, either upon the motion of any party or upon the Court's own motion, provided that plaintiff has not withdrawn its consent as provided herein;

(2) The plaintiff may withdraw its consent hereto at any time within said period of thirty (30) days by serving notice thereof upon each of the other parties hereto and filing said notice with the Court;

(3) In the event plaintiff withdraws its consent hereto, this Stipulation shall be of no effect whatever in this or any other

proceeding and the making of this Stipulation shall not in any manner prejudice any consenting party in any subsequent proceedings.

Dated: May 3, , 1963

For the Plaintiff:

UNITED STATES OF AMERICA

LEE LOEVINGER
Assistant Attorney General

/s/ Joseph T. Maioriello
JOSEPH T. MAIORIELLO

/s/ Harry G. Sklarsky
HARRY G. SKLARSKY

/s/ Francis E. Dugan
FRANCIS E. DUGAN

WILLIAM D. KILGORE,

/s/ Edward F. Corcoran
EDWARD F. CORCORAN

JOHN J. GALGAY

/s/ Richard L. Shanley
RICHARD L. SHANLEY

JOHN D. SWARTZ

KENNETH C. ANDERSON

Attorneys, Department of Justice

Attorneys, Department of Justice

For the Defendants:

CONNECTICUT PACKAGE STORES ASSOCIATION, INC.

By: /s/ Bailey, Wechsler, Shea & Michelson
Its Attorney
per James J. Kennelly, Esquire

NEW HAVEN PACKAGE STORES ASSOCIATION

By: /s/ Bailey, Wechsler, Shea & Michelson
Its Attorney
per James J. Kennelly, Esquire

UNITED STATES DISTRICT COURT

DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA, Plaintiff,	)	
v.	)	CIVIL NO. 9157
CONNECTICUT PACKAGE STORES ASSOCIATION, INC. and NEW HAVEN PACKAGE STORES ASSOCIATION, Defendants.	)	ENTERED: June 4, 1963

FINAL JUDGMENT

Plaintiff, United States of America, having filed its complaint herein on January 30, 1962, each of the defendants having appeared and having filed its answer denying the substantive allegations of said complaint, and the plaintiff and each of the defendants, 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 any evidence or 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 consent of the plaintiff and each defendant, 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 cause of action against the defendants, and each of them, upon which relief may be granted, 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.

As used in this Final Judgment:

(A) "Alcoholic beverages" shall mean any alcohol, brandy, whiskey, rum, gin, cordial, wine, cider and any other spiritous, vinous, malt, or fermented liquor, liquid or compound, by whatever name called, containing one-half of one percentum or more of alcohol by volume, which is fit for beverage purposes, and shall include beer as hereinafter defined;

(B) "Beer" shall mean any brewed alcoholic beverage and shall include beer, ale, porter and stout;

(C) "Person" shall mean any individual, partnership, firm, corporation, association or any other legal or business entity;

(D) "Retailer" shall mean any person engaged in the business of selling alcoholic beverages to consumers;

(E) "Defendants" shall mean the Connecticut Package Stores Association, Inc., New Haven Package Stores Association and those persons consenting to be bound by this Final Judgment as provided for in Section V(B) herein.

III.

The provisions of this Final Judgment applicable to any named defendant and any other person consenting to this Final Judgment shall apply to such defendant and such person and to each of its officers, directors, members, agents, employees, subsidiaries, successors and assigns, and to all other persons in active concert or participation with any such defendant or consenting person who shall have received actual notice of this Final Judgment by personal service or otherwise.

IV.

Defendants are enjoined and restrained from:

(A) Entering into, adhering to, maintaining or enforcing any contract, agreement, understanding, plan or program, directly or indirectly, to

(1) Fix, establish, determine or suggest prices, mark-ups or other terms or conditions relating to prices or mark-ups for the sale of any alcoholic beverage by any vendor;

(2) Boycott or otherwise refuse to buy, stock, advertise, display, recommend, and in the case of beer, cool, any alcoholic beverage;

(B) Communicating, discussing, advocating with or suggesting to any vendor of alcoholic beverages, or with any association or central agency thereof, any prices or mark-ups on the sale of alcoholic beverages;

(C) Employing coercion, pressure or any device designed to limit the freedom of any vendor of alcoholic beverages, or offering, suggesting or implying to any person any preference, inducement or favorable treatment with respect to any alcoholic beverage, for the purpose of or with the natural and probable effect of influencing or affecting in any way:

(1) Any price of any alcoholic beverage posted or to be posted under Connecticut law, or any mark-up in connection with the sale of any alcoholic beverage;

(2) Any policy or decision of any retailer of alcoholic beverages with respect to the purchase, sale, promotion, display, advertising or refrigeration of any alcoholic beverage; and

from attempting or planning to do any of the acts prohibited by this subsection;

(D) Investigating or policing prices or mark-ups charged, posted or imposed for the sale of alcoholic beverages;

(E) Belonging to, cooperating with, or participating in the activities of any trade group or association the activities of which would be enjoined by this Final Judgment if such trade group or association were a party to this Final Judgment.

V

Defendants are ordered and directed:

(A) Within ninety (90) days from the date of entry of this Final

X

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

Dated: June 4, 1963

/s/ Robert P. Anderson
United States District Judge

VIII.

Nothing in Subsection B of Section IV of this Final Judgment shall be construed to limit any legal rights to petition in good faith any public official for any legislative or governmental action.

IX

(A) For the purpose of determining and securing compliance with this Final Judgment and subject to any legally recognized privilege, 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, be permitted:

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

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

(B) Any defendant, on the written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice, shall submit such reports in writing, under oath if requested, with respect to any matters contained in this Final Judgment as may from time to time be reasonably necessary for the purpose of the enforcement of this Final Judgment;

(C) No information obtained by the means provided in this Section IX shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the plaintiff except in the course of legal proceedings to which the United States of America is a party for the purpose of securing compliance with this Final Judgment or as otherwise required by law.

(D) Dissolve its Marketing and Merchandising Committee and to adopt, maintain and comply with a By-law accomplishing the same and forbidding the establishment or operation of any similar committee in the future;

(E) Adopt, maintain and comply with a By-law forbidding its Policy Committee and its Grievance Committee from engaging in any price or mark-up decision, recommendation or program;

(F) Cause its Board of Directors to adopt and maintain a Resolution cancelling all prior decisions of the Board characterizing any price or mark-up as reasonable, profitable or fair, or as unreasonable, unprofitable or unfair;

(G) Incorporate within its Constitution and By-laws the provisions of Section IV of this Final Judgment;

(H) File, within ninety (90) days from the date of entry hereof, an affidavit with this Court, a copy to be furnished the plaintiff, setting forth the fact and manner of compliance with the provisions of Sections V and VI of this Final Judgment.

VII.

The defendant, the New Haven Package Stores Association, is ordered and directed to:

(A) Dissolve its Markup Committee and abolish the office of Markup Chairman and to adopt, maintain and comply with a Resolution dissolving and abolishing the foregoing and forbidding the establishment or operation of any similar committee or official in the future;

(B) Adopt a Resolution incorporating the provisions of Section IV of this Final Judgment as part of its governing Rules and Regulations;

(C) File within ninety (90) days from the date of entry hereof, an affidavit with this Court, a copy to be furnished the plaintiff, setting forth the fact and manner of compliance with the provisions of Sections V and VII of this Final Judgment.

Judgment, to mail a copy of said judgment to (1) each of its members, and (2) each trade association of retailers in the State of Connecticut; and to file with this Court, with a copy to the plaintiff, an affidavit setting forth the fact and manner of compliance with this subsection (A) and the persons to whom copies of said judgment were sent;

(B) To expel and sever all relations and connections with any affiliated or subordinate trade association and any delegate or representative thereof, which does not within ninety (90) days from the date of entry of this Final Judgment, file with this Court, with a copy served upon plaintiff, its written consent to be bound by the terms of this Final Judgment as a party defendant and to incorporate and maintain the provisions of Section IV of this Final Judgment as part of its governing constitution, By-Laws, Rules and Regulations, such written consent to be so ordered by this Court.

VI.

The defendant Connecticut Package Stores Association is ordered and directed to:

(A) Prepare and issue, within sixty (60) days from the date of entry hereof, a special edition of the Eye-Opener, its monthly publication, setting forth the fact of entry of and the provisions of Sections IV and V of this Final Judgment;

(B) Publish, within sixty (60) days from the date of entry hereof, a statement in a prominent section of the Connecticut Beverage Journal, 151 Court Street, New Haven, Connecticut, setting forth the fact of entry of and the provisions of Sections IV and V hereof;

(C) Furnish the plaintiff with (1) copy of the aforesaid special edition of the Eye-Opener and a copy of each edition of the Eye-Opener (on a current basis) issued within a period of two (2) years from the date of entry hereof, and (2) a copy of the edition of the Connecticut Beverage Journal containing the statement provided for in subsection (B) hereof;

U.S. v. ROEHR PRODUCTS COMPANY, INC. (CONNECTICUT), ET AL.
Civil No.: 9370
Year Judgment Entered: 1963

UNITED STATES DISTRICT COURT

DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA, Plaintiff, v. ROEHR PRODUCTS COMPANY, INC. (CONNECTICUT); ROEHR PRODUCTS COMPANY, INC. (DELAWARE); and BRUNSWICK CORPORATION, Defendants.	CIVIL NO. 9370 ENTERED December 30, 1963

FINAL JUDGMENT

The plaintiff, United States of America, having filed its complaint herein, the defendants having appeared, 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 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 claims for relief 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

As used in this Final Judgment:

(A) "Roehr products" shall mean hypodermic disposable needles and disposable syringes, with or without needles, and accessories relating

thereto;

(B) "Person" shall mean an individual, partnership, firm, corporation, association or other business or legal entity; and

(C) "Subsidiary" shall mean any corporation more than 50% of whose common stock entitled to vote for directors, is, directly or indirectly, owned or controlled by a defendant.

III

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

IV

The defendants are each enjoined and restrained from entering into, adhering to, maintaining, enforcing or claiming any rights under, any combination, contract, agreement or understanding, with any distributor, dealer or other person to:

(A) Limit, allocate, assign or restrict customers, territories or markets for the sale of any Roehr products;

(B) Fix, establish, maintain or adhere to prices, discounts, or other terms or conditions for the sale of any Roehr products to any third person; and

(C) Limit, restrict or prevent the resale or exportation of any Roehr products.

V

The defendants are each enjoined and restrained from:

(A) Imposing or attempting to impose any limitation or restriction upon the persons to whom, the territories in which, or the prices at which,

any dealer, distributor or other person may sell any Roehr products;

(B) Imposing or attempting to impose any restriction on the resale of any Roehr products;

(C) Requiring or requesting from any dealer, distributor, or other person selling Roehr products to give any defendant any invoices of sales of such products;

(D) Requiring any dealer, distributor or other person selling Roehr products to give any defendant the names of customers for such products;

(E) Giving any quantity discount for the purchase of any Roehr product except for the initial term of any contract in existence on the date of entry of this Final Judgment and except on sales made directly by any defendant; and

(F) Selling or attempting to sell Roehr products upon any condition or understanding that the purchaser

(1) Not sell such products in any territory or to any person; and

(2) Sell such products at prices or upon terms or conditions designated by any defendant.

VI

Nothing in paragraph IV (B) or paragraph V of this Final Judgment shall prohibit any defendant from exercising any legal rights it may have to "fair trade" under existing or future legislation three years subsequent to the date of entry of this Final Judgment.

VII

Defendants are ordered and directed:

(A) Within ninety (90) days after the date of entry of this Final Judgment to take all necessary action to effect the cancellation of each provision of every contract or agreement between and among the defendant and dealers, distributors or other person which is contrary to or inconsistent with any provisions of this Final Judgment;

(B) To send to each present dealer and distributor of Roehr products a letter in a form identical to Exhibit A attached hereto and made a part hereof within ninety (90) days after the date of entry of this Final Judgment;

(C) Within ninety (90) days after the date of entry of this Final Judgment to mail a copy of said judgment to each of those dealers and distributors described in (B) above; and

(D) To file with this Court, and serve upon the plaintiff, within one hundred and five (105) days after the date of the entry of this Final Judgment, affidavits as to the fact and manner of compliance with subsections (A), (B) and (C) of this Section VII.

VIII

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 any defendant made to its principal office, be permitted, subject to any legally recognized privilege:

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

(B) Subject to the reasonable convenience of such defendant and without restraint or interference from such defendant, to interview officers or employees of that 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 defendants 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 VIII shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative 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.

IX

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: December 30, 1963

/s/ M. Joseph Blumenfeld
United States District Judge

EXHIBIT A

(To be sent to each Roehr representative and distributor)

In accordance with the terms of a decree entered by the Court in Hartford, Connecticut, with the consent of the parties, terminating the Government's antitrust law suit, we are sending this notice to you and all other Roehr representatives and distributors.

The decree imposes the following prohibitions, among others, upon us:

(1) We cannot restrain you from selling to any customer you choose, in any territory you wish, or at any price you determine;

(2) We cannot request you to furnish us with sales invoices; and

(3) We cannot require you to furnish us with the names of your customers.

A copy of the Court's decree is enclosed.

U.S. v. ANACONDA AMERICAN BRASS COMPANY, ET AL.
Civil No.: 9543
Year Judgment Entered: 1966

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Anaconda American Brass Company; Phelps Dodge Copper Products Corporation; Chase Brass & Copper Co. Incorporated; Revere Copper and Brass Incorporated; Cerro Corporation; National Distillers and Chemical Corporation; Scovill Manufacturing Company; Calumet & Hecla, Inc.; Mueller Brass Co.; Triangle Conduit & Cable Co., Inc.; and Progress Manufacturing Company, Inc., U.S. District Court, D. Connecticut, 1965 Trade Cases ¶71,623, (Jan. 4, 1966)

United States v. Anaconda American Brass Company; Phelps Dodge Copper Products Corporation; Chase Brass & Copper Co. Incorporated; Revere Copper and Brass Incorporated; Cerro Corporation; National Distillers and Chemical Corporation; Scovill Manufacturing Company; Calumet & Hecla, Inc.; Mueller Brass Co.; Triangle Conduit & Cable Co., Inc.; and Progress Manufacturing Company, Inc.

1965 Trade Cases ¶71,623. U.S. District Court, D. Connecticut. Civil Action No.9543. Entered January 4, 1966. Case No, 1722 in the Antitrust Division of the Department of Justice.

Sherman Act

Price Fixing—Bid Rigging—Brass Mill Products—Consent Decree.—Eleven manufacturers of brass mill products were prohibited by a consent decree from fixing prices, rigging bids and exchanging price information and required to submit, in connection with sealed bids to governmental buyers, written certification that such bids were not collusive.

For the plaintiff: D. F. Turner, Assistant Attorney General; W. D. Kilgore, Jr.; and Gordon B. Spivack, Attorneys, Department of Justice.

For the defendants: Chadbourne, Parke, Whiteside & Wolff by Melvin D. Goodman; Shipmen & Goodwin by Benjamin Harrison, Hartford, Connecticut, for Anaconda American Brass Company; Donald F. Keefe, New Haven, Connecticut for Phelps Dodge Copper Products Corporation; Sullivan & Cromwell by William Piel, Jr., New York, N. Y.; Shepherd, Murtha & Merritt by J. Read Murphy, Hartford, Connecticut, for Chase Brass & Copper Co., Incorporated; Cahill, Gordon, Reindel & Ohl by Jerome Doyle, New York, N. Y.; Alcorn, Bakewell & Smith by H. Meade Alcorn, Jr., Hartford, Connecticut, for Revere Copper and Brass Incorporated; Alexander & Green by J. Kenneth Campbell, New York, N. Y.; Robinson, Robinson & Cole by Charles J. Cole, Hartford, Connecticut for Cerro Corporation; Donovan, Leisure, Newton & Irvine by Walter R. Mansfield, New York, N. Y.; Day, Berry & Howard by Ralph C Dixon, Hartford, Connecticut for National Distillers and Chemical Corporation; Davis, Polk, Wardwell, Sunderland & Kiendl by Porter R. Chandler, New York, N. Y.; Wiggin & Dana by Frank E. Callahan, New Haven, Connecticut for Scovill Manufacturing Company; Raymond, Mayer, Jenner & Block by Edward H. Nathon, Chicago, Illinois; William Fox Geenty, New Haven Connecticut, for Calumet & Hecla, Inc.; Walsh, O'Sullivan, Stommel & Sharp by Kenneth J. Stommel, Port Huron, Michigan for Mueller Brass Co.; Cooney and Scully by Joseph P. Cooney, Hartford, Connecticut for Triangle Conduit & Cable Co., Inc.; Stein, Abrams & Rosen by Warren J. Kaps, New York, N. Y.; Bailey, Wechsler and Shea by Alfred S. Wechsler, Hartford, Connecticut for Progress Manufacturing Company, Inc. and Reading Tube Corporation.

Final Judgment

BLUMENFELD, J.: Plaintiff, United States of America, having filed its complaint herein on December 4, 1962, and the consenting defendants having appeared by their attorneys, and said defendants and plaintiff by their attorneys having consented to the entry of this Final Judgment pursuant to a stipulation entered into November

30, 1965 without trial or adjudication of any issue of fact or law herein, and without this judgment constituting any evidence or admission by any party in respect to any issue of fact or law herein;

Now, therefore, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, and upon consent of the parties as aforesaid, it is hereby

Ordered, adjudged and decreed as follows:

I

[*Sherman Act*]

This Court has jurisdiction of the subject matter hereof and of each party consenting hereto. The complaint states a claim for relief 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 judgment:

(A) "Person" shall mean an individual, partnership, firm, association, corporation or other legal or business entity.

(B) "Brass mill products" shall mean copper and copper base alloy (the latter commonly referred to as "brass") sheet, strip, tube and pipe and copper base alloy rod and wire. "Brass mill tube and pipe" shall mean tube and pipe manufactured from copper or copper base alloys (the latter commonly referred to as "brass") for use in the construction, automotive, utility, refrigeration, air conditioning, appliance and other industries.

(C) "United States" shall mean the United States of America, its territories and pos sessions.

III

[*Added Party*]

It appearing to this Court, pursuant to Section 5 of the Sherman Act, that the needs of justice require that the Reading Tube Corporation, incorporated under the laws of the State of Delaware on December 11, 1962, and which corporation has succeeded, in regard to brass mill tube and pipe, to part of the assets and business formerly conducted by Progress Manufacturing Company, Inc., be brought before this Court, said Reading Tube Corporation hereby appears as a party defendant waiving the necessity of being summoned and answering the complaint herein, and agreeing to be bound by the applicable provisions of this Final Judgment. It is further provided that the complaint as to the defendant Progress Manufacturing Company, Inc. be and the same is hereby dismissed without prejudice.

IV

[*Applicability*]

The provisions of this judgment applicable to any defendant shall apply to each of its subsidiaries, successors, assigns, officers, directors, agents and employees, and to all other persons in active concert or participation with such defendant who shall have received actual notice of this judgment by personal service or otherwise, but shall not apply to transactions solely between or among a defendant and its officers, directors, agents, employees, parent company and subsidiaries, or any of them, when acting in such capacity. This Final Judgment shall not apply to conduct outside the United States unless such conduct substantially affects the foreign or domestic commerce of the United States but shall apply to sales by any defendant to or for the stated use of the plaintiff or any instrumentality or agency thereof.

V

[*Price Fixing, Bid Rigging*]

Each of the defendants is enjoined and restrained from directly or indirectly entering into, adhering to or claiming any right under any contract, agreement, arrangement, understanding, plan or program with any other manufacturer or seller of brass mill products to:

(A) Fix, maintain, stabilize, adopt or ad here to prices or other terms and conditions, including commissions, for the sale of any brass mill products to any third person;

(B) Submit collusive or rigged bids or quotations for the sale of any brass mill products to any third person;

(C) Classify any third person to deter mine the prices, terms or conditions of sale of brass mill products to be offered that person; or

(D) Exchange information with respect to any such classification of any third person, except that this subsection (D) shall not prohibit the furnishing or receipt of information concerning the credit standing of any such person.

VI

[*Exchange of Price Information*]

Each of the defendants is enjoined and restrained from communicating to any other manufacturer or seller of brass mill products any information relating to prices, terms or conditions of sale applicable to brass mill products, except that such information may be communicated with or after the release of such information publicly or to the trade generally, or except as necessary to negotiations for a bona fide purchase or sale transaction between them for brass mill products.

VII

[*Non-collusive Bids*]

Each of the defendants is ordered and directed, for a period of five years from the date of entry of this Final Judgment:

(A) In connection with any sealed bid submitted by it to any state or local government, authority, agency or instrumentality for the sale of brass mill tube and pipe, to submit with such bid a written certification relating to such sealed bid in substantially the form set forth in the Appendix hereto or containing the substance thereof.

(B) To certify in writing, through one of its corporate or divisional officers, at the time of every succeeding change authorized by such officer in published prices, terms, or conditions of sale of brass mill tube and pipe, that he has made reasonable inquiry and to his best knowledge and belief said change was independently arrived at by said defendant and was not the result of any agreement or understanding with any com petitor; and further that each defendant retain in its files the aforesaid certifications which shall be made available to plaintiff for inspection upon reasonable written demand.

VIII

[*Exemptions*]

Nothing contained in Sections V and VI of this Final Judgment shall be construed to prevent any of the defendants from availing itself of the benefits or exemptions of the Webb-Pomerene Act, the Miller-Tydings Act and the McGuire Act.

IX

[*Compliance*]

Each of the consenting defendants is ordered and directed, within 60 days from the date of entry of this Final Judgment, to furnish a copy of this Final Judgment to each of its officers and area, regional and branch managers and assistant managers of sales having duties or responsibilities relating to sales of brass mill tube

and pipe in the United States, and to retain in its files for a period of five (5) years from the date of this Final Judgment a written statement signed within said sixty(60) days by each such employee setting forth the date he received and read a copy of this Final Judgment, his title, his place of employment and the name of his immediate supervisor.

X

[*Inspection*]

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

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

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

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

No information obtained by the means provided in this Section X shall be divulged by any representative of the Department of Justice to anyone other than a duly authorized representative of the Executive Branch of the plaintiff, except in the course of legal proceedings to which the United States is a party for the purpose of securing compliance with this judgment or as otherwise required by law.

XI

[*Jurisdiction Retained*]

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 or termination of any of the provisions hereof, for the enforcement of compliance herewith and for the punishment of violations hereof.

Appendix

The undersigned hereby certifies that he has made reasonable inquiry and to his best knowledge and belief the annexed bid has not been prepared in collusion with any other manufacturer or seller of brass mill tube and pipe and that the prices, terms or conditions thereof have not been communicated by or on behalf of the bidder to any such person and will not be communicated to any such person prior to the official opening of said bid.

U.S. v. HAT CORPORATION OF AMERICA
Civil No.: 10980
Year Judgment Entered: 1967

1856
60-148-82

Pages out of order

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA, Plaintiff,	CIV. NO. 10980
v.	
HAT CORPORATION OF AMERICA, Defendant	Filed: April 7, 1967

CIV. 10980

STIPULATION

It is stipulated by and between the undersigned parties, by their respective attorneys, that:

(1) The parties consent that a Final Judgment in the form hereto attached may be filed and entered by the Court at any time after expiration of thirty (30) days following the date of filing of this Stipulation without further notice to any party or other proceeding, either upon the motion of any party or upon the Court's own motion, provided that plaintiff has not withdrawn its consent as provided herein;

(2) The plaintiff may withdraw its consent at any time within said period of thirty (30) days by serving notice thereof upon the other party hereto and filing said notice with the Court;

(3) In the event plaintiff withdraws its consent hereto, this Stipulation shall be of no effect whatever in this or any

other proceeding and the making of this Stipulation shall not in any manner prejudice any consenting party in any subsequent proceedings.

Dated: April 7, 1967

For the Plaintiff:
United States of America

/s/ Donald F. Turner
DONALD F. TURNER
Assistant Attorney General

/s/ John D. Swartz
JOHN D. SWARTZ

/s/ William D. Kilgore, Jr.
WILLIAM D. KILGORE, JR.

/s/ John H. Clark
JOHN H. CLARK

/s/ Gordon B. Spivack
GORDON B. SPIVACK

/s/ James E. Daniels
JAMES E. DANIELS

/s/ Norman H. Seidler
NORMAN H. SEIDLER

Attorneys, Department of Just

For the Defendant:

/s/ Louis J. Goffman
LOUIS J. GOFFMAN
Attorney for Hat Corporation of America

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA, Plaintiff, v. HAT CORPORATION OF AMERICA, Defendant.	:	CIVIL NO. 10980 ENTERED: May 16, 1967

FINAL JUDGMENT

The plaintiff, United States of America, having filed its complaint herein on June 11, 1965, and defendant Hat Corporation of America having appeared and filed its answer 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 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 hereof and of the parties hereto. The complaint states a claim upon which relief may be granted against the defendant under Section 7 of the Act of Congress of October 15, 1914 (15 U.S.C. §18), commonly known as the Clayton Act, as amended.

II

As used in this Final Judgment, the term:

(a) "Defendant" shall mean Hat Corporation of America, a Delaware corporation, its parents, subsidiaries, successors and assigns;

(b) "Hats" shall mean men's fur felt hats;

(c) "Hat bodies" shall mean men's fur felt hat bodies;

(d) "Person" shall mean any individual, partnership, firm, corporation, association or other business or legal entity.

III

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

IV

For a period of five (5) years from the date of entry of this Final Judgment, defendant is enjoined and restrained from acquiring, directly or indirectly, any of the assets (except goods or products bought in, or incidental to, the ordinary course of business), business or goodwill of, or any of the shares of stock or other financial interest in, any person engaged in the manufacture of hats or hat bodies in the United States.

V

For a ten (10) year period, after the five (5) year period provided for in Section IV, above, defendant is enjoined and restrained from acquiring, directly or indirectly, any of the assets (except goods or products bought in, or incidental to, the ordinary course of business), business or goodwill of, or any of the shares of stock or other financial

interest in, any person engaged in the manufacture of hats or hat bodies in the United States except (1) with the approval of the plaintiff or (2) after an affirmative showing to the satisfaction of this Court, upon thirty (30) days notice to the plaintiff, that such acquisition will not substantially lessen competition or tend to create a monopoly in the manufacture of hats or hat bodies in any section of the United States.

VI

Defendant within six (6) months from the date of the entry of this Final Judgment shall divest itself absolutely of all trademarks, trade names and brand names acquired from Stylepark Hats, Inc., and of the right to use the name "Stylepark Hats," by sale in such manner as shall effectively under applicable law, including, where applicable, 15 U.S.C. §1060, transfer all of its right, title and interest therein to a purchaser or purchasers. Such divestiture shall not be required except on terms which are reasonable taking into consideration the objective of this litigation. If such sale is not made within the six (6) month period, or any extension thereof allowed by the Court upon motion of defendant, which extension shall not exceed one (1) year from the date of the entry of this Final Judgment, then defendant is enjoined and restrained from all further use of such trademarks, trade names and brand names not theretofore sold and of the name "Stylepark Hats," if the right to use it has not theretofore been sold.

The trademarks, trade names and brand names covered by this Section VI:

Braeburn	Dulcedo
Brookfield	Forin-Tex
Caesari	Gipsy
Cazmic Felt	Glen Royal
Dandylite	Keens/British
Knubby	Kilntite Process
Medella	Stylepark (Men's)
Sanither	Stylepark Hats (Women's)
Stylepark-Canada	Templeform
Sultana	

Neither any of the trademarks, trade names and brand names, nor the right to use the name "Stylepark Hats," shall be sold or disposed of directly or indirectly to any person who at the time of the entry of the

of the plaintiff 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.

VIII

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: May 16, 1967

/s/ ROBERT C. ZAMPANO
UNITED STATES DISTRICT JUDGE

Final Judgment is an officer, director, agent or employee of defendant, or is acting for or under the control of defendant or in which defendant owns any stock or financial interest, or to any persons not first approved by Plaintiff.

VII

For the purpose of securing compliance with this Final Judgment and for no other purpose, 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 the office hours of defendant, to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of the defendant which relate to any matters contained in this Final Judgment;

(b) subject to the reasonable convenience of the defendant and without restraint or interference from the defendant, 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 necessary to the enforcement of this Final Judgment.

No information obtained by the means provided in this Section shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch

U.S. v. ILCO CORPORATION
Civil No.: 13261
Year Judgment Entered: 1969

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Ilco Corp., U.S. District Court, D. Connecticut, 1969 Trade Cases ¶72,904, (Oct. 6, 1969)

United States v. Ilco Corp.

1969 Trade Cases ¶72,904. U.S. District Court, D. Connecticut. Civil No. 13261 Entered October 6, 1969. Case No. 2060 in the Antitrust Division of the Department of Justice.

Sherman Act

Conspiracy—Customers, Markets or Territories—Master Key Systems—Consent Decree.—A manufacturer of master key systems was barred by a consent decree from allocating territories and customers for the sale of master key systems and extensions of such systems, imposing limitations or restrictions respecting distributors' customers or territories, and from refusing to sell, or discriminatorily selling, systems or extensions to resellers because of the reseller's customers or territory.

For the plaintiff: Richard W. McLaren, Asst. Atty. Gen., Antitrust Division, Allen A. Dobey, W. D. Kilgore, Jr., Charles L. Beckler, Arthur A. Feiveson and Ernest S. Carsten, Attys., Dept. of Justice.

For the defendant: Charles Donelan, of Bowditch, Powetz and Lane.

Final Judgment

BLUMKNFELD, D. J.: Plaintiff, United States of America, having filed its complaint herein and the plaintiff and the defendant 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 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 consent of the parties as aforesaid, it is hereby;

Ordered, Adjudged and Decreed, as follows:

I

[*Jurisdiction*]

This Court has jurisdiction of the subject matter of this action and of the defendant named herein under Section 4 of the Act of Congress of July 2, 1890, c. 647, 26 Stat. 209, as amended (15 U. S. C. Sec. 4), commonly known as the Sherman Act, and the Complaint states a claim upon which relief may be granted against the defendant under Section 1 of said Act (15 U. S. C. Sec. 1), as amended.

II

[*Definitions*]

As used in this Final Judgment:

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

(B) "Master key systems" means lock and key systems manufactured by the defendant and designed specifically for a particular building or complex of buildings in accordance with a plan for limiting access to specified areas within such buildings; normally such a system provides a key for each door, each of which is keyed differently; one or a series of master keys which will lock and unlock a certain group of doors; one or a series of grand

master keys which will lock and unlock two or more groups of doors; and a great grand master key which will lock and unlock all doors in the system;

(C) "Distributor" means any person who buys master key systems for resale.

III

[*Applicability*]

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

IV

[*Master Key Systems-Customers and Territories*]

The consenting defendant is enjoined and restrained from directly or indirectly:

(A) Entering into, continuing, maintaining, or renewing any contract, agreement, understanding, plan or program to allocate, divide or assign customers, territories or markets for the distribution or sale of master key systems and extensions to such master key systems;

(B) Imposing or attempting to impose any limitations or restrictions respecting the territories in which, or the persons to whom any distributor may sell master key systems and extensions to such master key systems;

(C) Refusing to sell or refusing to offer to sell, or threatening to refuse to sell or threatening to refuse to offer to sell master key systems or extensions to such master key systems or discriminating in the sale or shipment of any master key systems or extension to such master key systems to any reseller because of the person to whom or territory in which said reseller sells, intends to sell, or has sold any master key systems or extensions to such master key systems.

V

[*Notice to Distributors*]

The defendant is ordered and directed to advise its distributors within thirty (30) days from the date of this Final Judgment, of the entry of the Judgment, and that they are free to resell master key systems and extensions to such master key systems in such areas as they may desire, and to such persons as may desire to purchase same.

VI

[*Inspection and Compliance*]

For the purpose of determining or securing compliance with this Final Judgment, duly authorized representatives of the Department of Justice, upon written request of the Attorney General, or the Assistant General in charge of the Antitrust Division, and on reasonable notice to the consenting defendant, made to its principal office, shall be permitted, subject to any legally recognized claim of privilege, (a) Access during the office hours of said defendant to those parts of the books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession, custody or control of said defendant which relate 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 such matters.

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

No information obtained by the means provided in this Paragraph VI shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the plaintiff, 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 by law.

VII

[*Jurisdiction Retained*]

Jurisdiction is retained for the purpose of enabling either 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 herein, for the enforcement of compliance therewith, and the punishment of the violation of any of the provisions contained herein.

U.S. v. HARVEY HUBBELL, INC.
Civil No.: B-285
Year Judgment Entered: 1972

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Harvey Hubbell, Inc., U.S. District Court, D. Connecticut, 1972 Trade Cases ¶74,018, (Jul. 21, 1972)

United States v. Harvey Hubbell, Inc.

1972 Trade Cases ¶74,018. U.S. District Court, D. Connecticut. Civil Action No. B-285. Entered July 21, 1972. Case No. 2160, Antitrust Division, Department of Justice.

Clayton Act

Acquisitions—Relief—Divestiture—Electrical Equipment—Consent Decree.—A consent decree required the divestiture of an acquired pin and sleeve device manufacturer by the acquiring specification grade manufacturer. The acquisition, the government alleged, eliminated competition in these two types of electrical equipment. The decree requires the sale of the acquired firm to a government or court approved purchaser, but if no divestiture is made within 18 months, sale of the stock through an underwriter or a distribution to stockholders is required within 12 months. The acquired firm is to be maintained as a going concern, and reports must be submitted to the government. Future acquisitions of any firm engaged in the manufacture of these electrical devices were banned for 10 years, except with government permission.

For plaintiff: Walker B. Comegys, Acting Asst. Atty. Gen., Baddia J. Rashid, Bernard M. Hollander, Norman H. Seidler, Ralph T. Giordano, Raymond Brenner and Elliott H. Moyer, Dept. of Justice.

For defendant: Carter, Ledyard & (Milburn, by Louis L. Stanton, Jr., New York, N. Y. (Pullman, Comley, Bradley & Reeves, by Dwight F. Fanton, Bridgeport, Conn, and Wilmer, Cutler & Pickering, by Arnold M. Lerman, Washington, D. C, of counsel).

Final Judgment

ZAMPANO, D. J.: Plaintiff, United States of America, having filed its complaint herein on April 28, 1971, and defendant, Harvey Hubbell, Incorporated, having appeared and filed its answer to the complaint denying the substantive allegations thereof, and plaintiff and defendant 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 any evidence or 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

[*Jurisdiction*]

This Court has jurisdiction of the subject matter of this action and of the parties consenting hereto. The complaint states a claim upon which relief may be granted against defendant under Section 7 of the Act of Congress of October 15, 1914 (15 U. S. C. § 18), commonly known as the Clayton Act, as amended.

II

[*Applicability*]

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

None of the provisions of this Final Judgment shall apply to any person who acquires any assets of defendant divested pursuant to this Final Judgment.

III

[*Definitions*]

As used in this Final Judgment:

(A) "Eligible Purchaser" means any person to which plaintiff, after notice, does not object, or if plaintiff does object, of which the Court approves;

(B) "Pin-and-Sleeve Devices" means electrical (but not electronic) pin-and-sleeve plugs, connectors and receptacles, including explosion-proof and non-hazardous types, designed to handle current levels of up to 600 amperes and 600 volts, usually installed in areas where equipment is subject to severe physical use, or in corrosive, wet or otherwise unfavorable environments;

(C) "Specification Grade Devices" means electrical products including all types of blade plugs, receptacles and connectors, switches, sockets and wall outlets, which serve primarily to connect (as distinguished, for example, from devices designed to monitor or control) electrical (but not electronic) circuits and which are usually installed in commercial, institutional or industrial buildings;

(D) "Interested Party" means (i) George R. Weppler, Robert W. Stewart, Jr., and James R. Johnstone as trustees under a Trust Indenture dated September 2, 1957 made by Louie E. Roche, and any successor trustee thereunder, and (ii) George R. Weppler, Robert W. Stewart, Jr., and James R. Johnstone as trustees under a Trust Indenture dated August 23, 1957 made by Harvey Hubbell, and any successor trustee thereunder;

(E) "Pyle-National Business" means: (1) all of the business conducted by The Pyle-National Company and its domestic and foreign subsidiaries immediately prior to the acquisition of The Pyle-National Company by defendant, and (2) the manufacturing, marketing and distribution organizations and operations connected with such business and all of the tangible and intangible assets now held or used in connection therewith including, but not limited to, property, plant and office facilities, machinery and equipment, inventories, work in progress, tooling, trademarks and trade names, patents and patent applications, goodwill, know-how, contracts, customer lists, licenses and blueprints, and (3) all of the operations of defendant's Ralco Division pertaining to the manufacture of connectors and fittings other than cord grips, and the machinery and equipment, inventories, work in progress, tooling, trademarks and trade names, patents and patent applications, customer goodwill, know-how, contracts, customer lists, licenses and blueprints connected with such operations. "Pyle-National Business" shall include explosion-proof lighting and lighting designed primarily for military application but shall not include: (1) the business, organizations, operations or the tangible or intangible assets primarily related to any other lighting business, including gyralites and Vaportight lighting, (2) the Pyle-National Plant in Aiken, South Carolina, nor (3) the plant and assets held by the Pyle-National subsidiary, The Kostner Corporation, in or near Maulden, South Carolina;

(F) "New Company" means a corporation organized by defendant to which the Pyle-National Business is transferred in exchange for the stock of New Company;

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

IV

[*Divestiture*]

(A) Defendant is ordered and directed to divest itself of the Pyle-National Business by (i) a sale of the Pyle-National Business to an Eligible Purchaser, or (ii) a sale of all of the; stock of New Company to an Eligible Purchaser;

(B) In accomplishing the divestiture ordered by paragraph (A) of this section, defendant shall make known the availability for sale of the Pyle-National Business by customary and usual means, including periodic advertising

as appropriate, that such divestiture is required under this Judgment. Defendant shall also furnish to all bona fide prospective Eligible Purchasers who so request, necessary and appropriate information regarding the Pyle-National Business and shall permit them to make such inspection as may be reasonably necessary.

V

[*Sale of Stock*]

If after continuous bona fide efforts to do so, defendant does not make divestiture pursuant to Section IV(A) within 18 months from the date of entry of this Final Judgment, it is further ordered and directed, within twelve (12) months thereafter, to divest itself of the Pyle-National Business either by the means set forth in Section IV(A) or by:

(A) A sale or sales of all of the stock of New Company to the public through an underwriter or underwriters; or

(B) Distribution of all of the stock of New Company to (i) holders of defendant's common stock on a pro rata basis or (ii) holders of defendant's common stock and/or preferred stock who shall elect to exchange shares of such stock for common shares of New Company or (iii) holders of transferable rights distributed to the holders of defendant's common stock on a pro rata basis to purchase the stock of New Company.

VI

[*Going Concern*]

Defendant shall use its best efforts to maintain the Pyle-National Business, until the divestiture thereof, as a going viable enterprise, at standards of operating performance prevailing at the time of entry of this Final Judgment.

(B) If divestiture is made pursuant to Section V(A) of this Final Judgment, defendant shall prohibit any of its officers or directors from directly or indirectly acquiring in divestiture or thereafter any of the stock of New Company so long as such officer or director remains in any such position. Defendant shall also arrange that none of the stock of New Company is initially sold to any Interested Party.

(C) If divestiture is made pursuant to Section V(B) of this Final Judgment, defendant shall require that any of its officers or directors, or any Interested Party, who receive any of the stock of New Company or any transferable rights to purchase such stock shall within twelve (12) months of receipt thereof sell such stock or transferable rights, or stock resulting from exercise of such rights, to a person not an officer or director of defendant or an Interested Party.

VIII

[*Reports*]

Defendant shall submit written reports to the Assistant Attorney General in charge of the Antitrust Division every sixty (60) days, describing in detail the efforts made by it to comply with the provisions of Section IV(A), IV(B), V(A) and V(B) of this Final Judgment. Each report shall include the name and address of each person who, during the preceding sixty (60) days, has made an offer in writing, or expressed in writing a desire, to purchase the Pyle-National Business or New Company. The first such report shall be submitted within sixty (60) days after the date of entry of this Final Judgment.

IX

[*Acquisitions*]

Defendant is enjoined and restrained for a period of ten (10) years from the date of entry of this Final Judgment from acquiring all or any part of the stock or assets, other than goods or service in the normal course of business, of any person engaged in the United States in the manufacture and sale of pin-and-sleeve devices or specification grade devices, except with the prior written consent of plaintiff, or if such consent is refused, then

upon approval by this Court after an affirmative showing by defendant that the effect of any such acquisition of stock or assets will not be to substantially lessen competition or tend to create a monopoly in any line of commerce in any section of the country.

X

[*Obligations*]

(A) Nothing contained in this Final Judgment shall be deemed to prohibit defendant from accepting and enforcing a bona fide lien, mortgage, deed of trust or other form of security interest received by defendant to secure full payment of the consideration for which the Pyle-National Business is divested. If defendant, by enforcement or settlement of any such bona fide lien, mortgage, deed of trust or other form of security interest, reacquires ownership, possession or control of any property or asset of the Pyle-National Business, it shall promptly notify plaintiff in writing, and shall dispose of such property or asset by sale or otherwise to an Eligible Purchaser within eighteen (18) months from the date of reacquisition.

(B) Without limiting the scope of the divestitures required hereunder, nothing contained in this Final Judgment shall be deemed to prohibit defendant from engaging fully in the cord grip business and using therein any duplication of presently existing know-how, drawings, bills of materials, or engineering or manufacturing data.

XI

[*Inspection and Compliance*]

For the purpose of securing or determining compliance with this Final Judgment, and subject to any legally recognized privilege:

(A) Any authorized representative or representatives of the Department of Justice shall upon written request of the Attorney General or of the Assistant Attorney General in charge of the Antitrust Division and upon reasonable notice to defendant at its principal office be permitted:

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

(2) Subject to the reasonable convenience of defendant, and without restraint or interference from it, to interview officers or employees of defendant, who may have counsel present, regarding any matters contained in this Final Judgment.

(B) Upon the written request of the Attorney General or of the Assistant Attorney General in charge of the Antitrust Division made to defendant's principal office, defendant shall submit such reports in writing with respect to any matters contained in this Final Judgment which from time to time may be requested.

No information obtained by the means provided in this Section XI shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the United States, 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.

XII

[*Jurisdiction Retained*]

Jurisdiction of this action 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 thereof, and for the enforcement of compliance therewith and punishment of violations thereof.

Dated:

US. v. HARVEY HUBBELL, INC., ET AL.
Civil No.: N-78-292
Year Judgment Entered: 1981

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Harvey Hubbell, Inc., The Ohio Brass Co., and The OB Merger Co., U.S. District Court, D. Connecticut, 1982-1 Trade Cases ¶64,516, (Dec. 29, 1981)

United States v. Harvey Hubbell, Inc., The Ohio Brass Co., and The OB Merger Co.

1982-1 Trade Cases ¶64,516. U.S. District Court, D. Connecticut, Civil Action No. N-78-292, Entered December 29, 1981, (Competitive impact statement and other matters filed with settlement: 47 *Federal Register* 47899).

Case No. 2652, Antitrust Division, Department of Justice.

Clayton Act

Acquisitions and Mergers: Divestiture: Acquisition Ban: Trademark Use Ban: Underground Power Systems: Consent Decree.– Divestiture of a manufacturing facility and other assets, as an ongoing business, was ordered by a consent decree agreed to by a manufacturer of underground power distribution products. Related provisions regarding appointment of a trustee, sale procedures, disclosure of information and contractual releases were included in the decree. A ten-year ban on acquisitions in the industry without government approval and a five-year ban on the use of a trademark were also included in the decree.

For plaintiff: William F. Baxter, Asst. Atty. Gen., Mark P. Leddy, Ralph T. Giordano, Gary A. Kimmelman, and Bruce E. Repetto, Attys., Antitrust Div., Dept. of Justice, New York, N. Y. For defendants: Charles E. Koob, of Simpson Thacher & Bartlett.

Final Judgment

Daley, D. J.: Plaintiff, United States of America, having filed its complaint herein on August 25, 1978, and the defendants, Harvey Hubbell Incorporated, The Ohio Brass Company and The OB Merger Company, having appeared and filed their answer to the complaint denying the material allegations thereof, and the plaintiff and the defendants, by their respective attorneys, having consented to the entry of this Final Judgment without trial or adjudication of or finding on any issue of fact or law herein, and without this Final Judgment constituting any evidence against or admission by any party with respect to any issue of fact or law herein,

Now, Therefore, before the taking of any testimony and upon the consent of the parties hereto, it is hereby

Ordered, Adjudged and Decreed, as follows:

I

[*Jurisdiction*]

This Court has jurisdiction of the subject matter of this action and the parties hereto. The complaint states a claim upon which relief may be granted against the defendants under Section 7 of the Act of Congress of October 15, 1914, commonly known as the Clayton Act (15 U. S. C. §18), as amended.

II

[*Definitions*]

As used in this Final Judgment:

(A) "Hubbell" means Harvey Hubbell, Incorporated and each of its subsidiaries;

(B) "Ensign" means the Ensign Electric Division of Hubbell;

(C) "Underground Power Distribution Products" means those 11 products listed in the attached Schedule A, which products are used primarily by coal mining companies for underground mines to transmit, utilize, regulate and distribute electrical power in connection with the use of underground mining equipment;

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

(E) "Eligible Purchaser" means any one or more persons proposing to purchase the assets listed in the attached Schedule A as an ongoing business, to which the plaintiff after notice pursuant to Section IX of this Final Judgment does not object, or if the plaintiff does object, of which the Court approves.

III

[*Applicability*]

The provisions of this Final Judgment shall apply to the defendants, and to each of their directors, officers, employees, agents, subsidiaries, partnerships, successors and assigns, and to all other persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

IV

[*Divestiture*]

(A) Hubbell is hereby ordered and directed to divest, as an ongoing business, to an Eligible Purchaser within 12 months of the date of entry of this Final Judgment all of its rights, title, interest and obligations in the assets listed in the attached Schedule A. Divestiture shall be accomplished in such a way as to reasonably ensure that the assets can be operated by the Eligible Purchaser as a viable ongoing business engaged in the manufacture and sale of underground power distribution products in the United States.

(B) With the prior written approval of the plaintiff, and at the request of a prospective Eligible Purchaser, Hubbell may sell to it, as an ongoing business, less than all of the assets listed in the attached Schedule A. In the event that the plaintiff approves the sale to an Eligible Purchaser pursuant to this paragraph (B) such sale shall fully discharge the obligations of Hubbell under Section IV of this Final Judgment.

(C) At the request of a prospective Eligible Purchaser, Hubbell may, in addition to those assets listed in the attached Schedule A, sell to such Eligible Purchaser any other assets of Ensign.

V

[*Trustee*]

If Hubbell does not comply with Section IV above within 12 months from the date of entry of this Final Judgment, the Court shall, on application of the plaintiff on notice to Hubbell with an opportunity to be heard, appoint a trustee for the purpose of effecting said divestiture in accordance with the provisions of this Final Judgment. The Trustee shall serve at the cost and expense of Hubbell on such terms and conditions as the Court may set.

VI

[*Sale Procedures*]

In accomplishing the divestiture ordered by Section IV of this Final Judgment, Hubbell shall make known, by usual and customary means, including periodic advertising as appropriate, the availability of the assets listed in the attached Schedule A for sale as an ongoing business. Hubbell shall notify any person expressing an interest in purchasing the assets listed in the attached Schedule A that the sale is being made pursuant to this Final Judgment and provide such person with a copy of this Final Judgment. Hubbell shall also furnish to all bona fide prospective Eligible Purchasers who so request, all necessary information regarding the assets listed in the

attached Schedule A, as well as the operations of Ensign and shall permit them to make such inspection as may be necessary.

VII

[*Information Disclosures*]

At the option of an Eligible Purchaser, Hubbell shall use its best efforts to provide it with such engineering, installation, marketing, and supply information as may be reasonably necessary to enable it to operate the assets listed in the attached Schedule A as a viable, ongoing business. At the option of an Eligible Purchaser, Hubbell shall also provide it with the name and address of each officer and employee of Ensign together with the job description, annual compensation, accrued sick leave, and accrued vacation pay of each.

VIII

[*Contractual Releases*]

Hubbell shall release, free and clear, from any employment contract any officer or employee whose primary responsibilities involve the design, manufacture, marketing, distribution, sale or repair of any of the 11 products listed in the attached Schedule A, who requests such a release in order to become associated with the Eligible Purchaser which, pursuant to this Final Judgment, acquires the assets listed in the attached Schedule A. That Eligible Purchaser shall have the right, but not the obligation, to offer employment to any such officer or employee.

IX

[*Compliance*]

Thirty days after the date of entry of this Final Judgment and every 30 days thereafter until Hubbell has complied with Section IV above, Hubbell shall submit written reports to the plaintiff, describing the steps which have been taken to comply with this Final Judgment. Each report shall include the name and address of each person who, during the preceding 30 days, made an offer, expressed a desire, or entered into negotiations to acquire the assets listed in Schedule A together with full details of same.

At least 60 days prior to the closing date of any divestiture made pursuant to Section IV of this Final Judgment, Hubbell or the Trustee, whichever is then responsible for effecting the divestiture required herein, shall notify the plaintiff of the proposed divestiture. If a Trustee is responsible, it shall similarly notify Hubbell. The notice shall set forth the details of the proposed transaction and list the name and address of each person not previously reported who offered or expressed a desire to acquire the assets listed in Schedule A, together with full details of same. Within 30 days thereafter, the plaintiff may request additional information concerning the proposed divestiture. Within 30 days after receipt of the notice or within 30 days after receipt of the additional information, the plaintiff shall notify Hubbell and the Trustee, if there is one, in writing, if it objects to the proposed divestiture. If the plaintiff does not object within the periods specified, then the divestiture may be consummated. Upon objection by the plaintiff, the proposed divestiture shall not be consummated unless approved by the Court. If there is a Trustee, the Court shall provide Hubbell with the opportunity for a hearing on the proposed divestiture should Hubbell raise an objection within 30 days after the Trustee has furnished Hubbell notice of the sale.

X

[*Hold-Separate Order*]

The provisions of the Stipulation and Order (the "Hold Separate Order") entered on August 28, 1978 shall remain in effect until the divestiture ordered by Section IV of this Final Judgment is consummated.

XI

[*Acquisition Ban*]

Hubbell is enjoined and restrained for a period of 10 years from the date of entry of this Final Judgment from acquiring any of the assets or stock of, or from merging with, any person engaged in whole or in part in the manufacture or sale of underground power distribution products without the prior written consent of the plaintiff.

XII

[*Trademark Use*]

Hubbell is enjoined and restrained for a period of 5 years from the date of divestiture pursuant to this Final Judgment from using the trademark "Ensign" or the trade name "Ensign Electric" in any form in conjunction with the manufacture, distribution or sale of any product which is listed in the attached Schedule A and is divested pursuant to this Final Judgment.

XIII

[*Reacquisition of Assets*]

Nothing contained in this Final Judgment shall be deemed to prohibit Hubbell from accepting and enforcing a bona fide lien, mortgage, deed of trust or other form of security interest received by Hubbell to secure full payment of the consideration for which the assets listed in the attached Schedule A are divested. If Hubbell, by enforcement or settlement of any such bona fide lien, mortgage, deed of trust or other form of security interest, reacquires ownership, possession or control of any asset included in Schedule A, it shall promptly notify the plaintiff in writing, and shall dispose of such assets within 12 months from the date of reacquisition in accordance with the terms of this Final Judgment.

XIV

[*Inspections*]

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

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

(2) Subject to the reasonable convenience of Hubbell and without restraint or interference from it, to interview the officers, employees and agents of Hubbell, who may have counsel present, regarding such matters.

(B) Upon written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division made to Hubbell at its principal office in Orange, Connecticut, Hubbell shall submit such reports in writing with respect to any of the matters contained in this Final Judgment as may from time to time be requested.

No information or documents obtained by the means provided in this Section XIV shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the United States, except in the course of legal proceedings to which the United States is a party, or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law. If at the time information or documents are furnished by Hubbell to the plaintiff, Hubbell represents and identifies in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26 (c)(7) of the Federal Rules of Civil Procedure, and Hubbell marks each pertinent page of such material, "Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then 10 days' notice

shall be given by the plaintiff to Hubbell prior to divulging such material in any legal proceeding (other than a Grand Jury Proceeding) to which Hubbell is not a party.

XV

[*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 or 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 hereof, for the enforcement of compliance herewith, and for the punishment of any violation hereof.

XVI

[*Public Interest*]

Entry of this Final Judgment is in the public interest.

Schedule A

This Schedule A is annexed to and made part of the Final Judgment in Civil Action No. N78-292.

(A) All of the tangible and intangible assets held or used by Hubbell in connection with the design, manufacture, marketing, distribution, sale, repair and rework of the eleven (11) Ensign products specifically listed below, including, but not limited to, blueprints, designs, specifications, patents, patent applications, goodwill, licenses, know-how, tooling, furniture, machinery and equipment, work in progress, contracts inventory, and customer and vendor lists, wherever located:

1. Alternating current power center.
2. Direct current power center.
3. Combination power center.
4. Sectionalizing equipment.
5. Distribution center.
6. Underground disconnect switch house.
7. Circuit breaker.
8. DC breaker, excluding E. J. Contractors.
9. Portable outdoor substation.
10. Portal circuit breaker.
11. Motor starters, excluding E. J. Contractors, centrifugal switches, push buttons, wobble switches and ground check monitors.

Hubbell shall be pemitted to use, deplete, or replace any and all inventory in the ordinary course if its business prior to the consummation of the divestiture.

(B) The real estate and structure located in Huntington, West Virginia, known as Ensign Plant No. 1, together with the improvements thereon, and the adjacent parking area.

US. v. AMAX, INC., ET AL.
Civil No.: H-75-263
Year Judgment Entered: 1975

UNITED STATES DISTRICT COURT

DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA, :

Plaintiff, :

v. : CIVIL NO. H-75-263

AMAX, INC. and :
COPPER RANGE COMPANY :

Defendants. :

FINAL JUDGMENT AND INJUNCTION

Plaintiff, United States of America, having filed its complaint herein on August 25, 1975, defendants Amax, Inc. and Copper Range Company having appeared and filed answers to the complaint denying the substantive allegations thereof, the testimony having been taken at the trial hereof, and the court having fully considered the matter, including the proposed orders submitted by the parties, and having filed its findings of fact and conclusions of law on October 24, 1975, it is hereby

ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

I.

This court has jurisdiction of the subject matter hereof and of the parties hereto. A merger between the defendants Amax, Inc. and the Copper Range Company would violate Section 7 of the Act of Congress of October 15, 1914, as amended, entitled "an act to supplement existing laws against unlawful

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restraint and monopolies and for other purposes" commonly known as the Clayton Act (15 U.S.C. Section 18).

II.

The provisions of this Final Judgment shall apply to defendants Amax, Inc. and Copper Range Company, their officers, directors, agents and employees, to their subsidiaries, successors and assigns and to their respective officers, directors, agents and employees, and to all persons in active concert or participation with any of them who receive actual notice of this Final Order by personal service or otherwise.

III.

01 Defendants Amax, Inc. and Copper Range Company are enjoined from carrying out their merger agreement of July 30, 1975, or any similar plan or agreement the effect of which would be to merge or consolidate said defendants.

IV.

(A) For the purpose of determining or securing compliance with this Final Order, and subject to any legally recognized privilege, duly authorized representatives of the Department of Justice shall, upon written request of the Attorney General or of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to defendant made to its principal office, be permitted (1) access, during the 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 of the matters contained in this Final Order, and (2) subject to the reasonable convenience of defendant and without restraint or interference from it, to interview officers and employees of defendant who may have counsel present, regarding any such matters.

(B) Defendant, upon written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, shall submit reports in writing to the Department of Justice with respect to any matters contained in this Final Order as may from time to time be requested.

No information obtained by the means provided in this Section IV shall be divulged by any representative of the Department of Justice to any person other than duly authorized representatives of the Executive Branch of the United States, except in the course of legal proceedings to which the United States is a party for the purpose of securing compliance with this Final Order or as otherwise required by law.

V.

Plaintiff shall recover its costs in this action.

Dated at Hartford, Connecticut, this 3rd day of December, 1975.

M. Joseph Blumenfeld
United States District Judge