

EXHIBIT A:

FINAL JUDGMENTS

(Ordered by Year Judgment Entered)

UNITED STATES v. WARD BAKING COMPANY, ET AL.

Civil No. 4735-Civ.-J

Year Judgment Entered: 1965



Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Ward Baking Company, American Bakeries Company, Derst Baking Company, Flowers Baking Company, Inc., and Southern Bakeries Company., U.S. District Court, M.D. Florida, 1965 Trade Cases ¶71,520, (Sept. 1, 1965)

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United States v. Ward Baking Company, American Bakeries Company, Derst Baking Company, Flowers Baking Company, Inc., and Southern Bakeries Company.

1965 Trade Cases ¶71,520. U.S. District Court, M.D. Florida, Jacksonville Division. Civil No. 4735-Civ.-J. Entered September 1, 1965.

Sherman Act

Price Fixing—Bakery Products—Consent Judgment.—Manufacturers of bakery products were prohibited by a proposed consent judgment from fixing prices, submitting rigged bids, or allocating customers in the sale of bakery products to the United States or its instrumentalities. Each manufacturer, except one, was also prohibited from fixing prices or rigging bids in the States of Georgia and Florida.

For the plaintiff: Henry M. Stuckey, Department of Justice, Antitrust Division, Washington, D. C.

For the defendants: Ulmer, Murchison, Kent, Ashby & Ball, Jacksonville, Florida, Davisson F. Dunlap for Ward Baking Co.; Kent and Spalding, Atlanta, Georgia, Charles L. Gowen, for American Bakeries Co.; Davisson F. Dunlap, Attorney in Fact for John B. Miller, Hitch, Miller, Beckmann & Simpson, Savannah, Georgia, for Derst Baking Co.; Ulmer, Murchison, Kent, Ashby & Ball, Jacksonville, Florida, by John W. Ball, for Flowers Baking Company, Inc.; Hansell, Post, Brandon & Dorsey, Atlanta, Georgia, by John H. Boman, Jr., for Southern Bakeries Co.

Final Judgment—Count II

[Final judgment]: Plaintiff, United States of America, having filed its complaint herein in two Counts on July 21, 1961, and Final Judgment having been entered on Count I of the complaint and the parties by their respective attorneys, having consented to the entry of this Final Judgment without trial or adjudication of any of the issues of fact or law herein and before the taking of any testimony; it is hereby

Ordered, adjudged and decreed upon Count II of the complaint as follows:

I

This Court has jurisdiction of the subject matter hereof and of the parties consenting thereto and Count II of the complaint states a claim upon which relief may be granted 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

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

III

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

(A) Establish, maintain, stabilize or fix prices or other terms or conditions for the sale of any bakery products to the United States of America, its agencies or instrumentalities;

(B) Submit noncompetitive, collusive or rigged bids, or quotations for supplying any bakery products to the United States of America, its agencies or instrumentalities; or

(C) Allocate, divide or rotate the business of supplying any bakery products to the United States of America, its agencies or instrumentalities.

IV

Each of the defendants, except Derst Baking Company of Savannah, Georgia, is enjoined and restrained in the States of Georgia and Florida for a period of three years from the date hereof, from directly or indirectly entering into, adhering to, or claiming or maintaining any right under any contract, agreement, arrangement, understanding, plan or program with any other person to:

(A) Establish, maintain, stabilize or fix prices or other terms or conditions for the sale of any bakery products to any third person;

(B) Submit noncompetitive, collusive or rigged bids, or quotations for the sale of bakery products;

V

Each defendant is enjoined and restrained from directly or indirectly disclosing to or exchanging with any seller of bakery products the intention to submit or not submit a bid or quotation for supplying bakery products to United States of America, its agencies or instrumentalities, the fact that such a bid or quotation has or has not been submitted or made, or the content or terms of any such bid or quotations.

VI

Each defendant is ordered and directed for a period of five years after the date of entry of this Final Judgment, to submit a sworn statement in the form set forth in the Appendix hereto with each bid for bakery products submitted to any governmental agency of the United States of America (unless such installation requires the submission of a different type of sworn statement to the same effect), such sworn statement to be signed by the person actually responsible for the preparation of said bid.

VII

For the purpose of securing compliance with this Final Judgment duly authorized representatives of the Department of Justice shall during the times of the respective injunctions herein granted, 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 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 Final Judgment; and

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

Upon such written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, the said defendant shall submit such written reports 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 Final Judgment.

No information obtained by the means permitted 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 of the plaintiff 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. The provisions of the foregoing Section VII shall not apply to Derst Baking Company with respect to the injunction granted in Section IV hereof.

VIII

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

UNITED STATES v. FIRST AT ORLANDO CORPORATION, ET AL.

Civ. No. 69-281 Orl. Div.

Year Judgment Entered: 1970



IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civ. No. 69-281 Orl. Div.
	)	
FIRST AT ORLANDO CORPORATION,	)	
COMMERCIAL BANK AT DAYTONA	)	Entered: August 27, 1970
BEACH, PENINSULA STATE BANK	)	
AT DAYTONA BEACH SHORES, and	)	
EXCHANGE BANK AT HOLLY HILL,	)	
	)	
Defendants.	)	

FINAL JUDGMENT

Plaintiff, United States of America, having filed its Complaint herein on December 23, 1969, seeking to enjoin an alleged violation of Section 7 of the Clayton Act (15 U.S.C. §18); and defendants, First at Orlando Corporation, Commercial Bank at Daytona Beach, Peninsula State Bank at Daytona Beach Shores and Exchange Bank at Holly Hill, having filed their respective Answers, and the plaintiff and the defendants by their respective attorneys having each consented to the making and entry of this Final Judgment;

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

ORDERED, ADJUDGED AND DECREED as follows:

I

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

II

As used in this Final Judgment, "First at Orlando" means defendant First at Orlando Corporation, "Commercial Bank" means defendant Commercial Bank at Daytona Beach, "Peninsula Bank" means defendant Peninsula State Bank at Daytona Beach Shores and "Exchange Bank" means defendant Exchange Bank at Holly Hill.

III

The provisions of this Final Judgment applicable to any defendant shall be binding upon such defendant and upon its officers, directors, agents, servants, employees, subsidiaries, successors and assigns and upon all other persons in active concert or participation with any of them who shall have received actual notice of this Final Judgment by personal service or otherwise.

IV

First at Orlando is enjoined and restrained for a period of eight (8) years from the date of entry of this Final Judgment, either directly or through a subsidiary, from acquiring, or acquiring control over, legally or equitably, any commercial bank in the counties of Volusia, Orange, Lake and Brevard, Florida; other than defendants Commercial Bank, Peninsula Bank and Exchange Bank, unless permission is first obtained from the Attorney General. Such injunction and restraint shall not apply to the acquisition of control of any new banks organized after the entry of this Final Judgment and doing business for less than twelve (12) months at the time of such acquisition, nor to the acquisition of control of any bank organized after the entry of this Final Judgment, in which First at Orlando acquired at least a twenty-five (25%) percent interest within twelve (12) months of the date of such organization.

V

(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 any defendant at its principal office, be permitted:

(1) 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

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

(B) Upon such written request, said defendant shall submit such reports in writing to the Department of Justice with respect to any matters contained in this Final Judgment as may, from time to time, be requested. No information obtained by the means provided in this Section V 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 plaintiff except in the course of 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.

VI

Jurisdiction is retained by this Court for the purpose of enabling any party 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, the modification of any provision thereof, for the enforcement of compliance herewith, and for the punishment of violations hereof. Jurisdiction over the defendants Commercial Bank, Peninsula Bank and Exchange Bank is retained by this Court until such time as the exchange offer by First at Orlando to acquire not less than eighty (80%) percent of the outstanding shares of said defendants has become effective or has been abandoned. Following such acquisition the status of any such defendant under this Final Judgment shall be the same as that of any other subsidiary of First at Orlando.

VII

Upon entry of this Final Judgment, the statutory stay provided in Public Law 89-485 §11, 80 Stat. 240 (12 U.S.C. §1849(b)) is dissolved and lifted.

DONE AND ORDERED in Chambers at Orlando, Florida, this the 27th day of August, 1970.

/s/ GEORGE C. YOUNG
United States District Judge

UNITED STATES v. FLORIDA POWER CORP., ET AL.

Civil No. 68-297-T

Year Judgment Entered: 1971



Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Florida Power Corp. and Tampa Electric Co., U.S. District Court, M.D. Florida, 1971 Trade Cases ¶73,637, (Aug. 19, 1971)

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United States v. Florida Power Corp. and Tampa Electric Co.

1971 Trade Cases ¶73,637. U.S. District Court, M.D. Florida, Tampa Division. Civil No. 68-297-T. Entered August 19, 1971. Case No. 2007, Antitrust Division, Department of Justice.

Sherman Act

Customers and Territories—Electric Bulk Power—Consent Decree.—Two Florida utilities were prohibited by a consent decree from entering into or adhering to any agreement or understanding with each other or any other person to limit, allocate, restrict, divide or assign, or to impose or attempt to impose any limitations or restrictions respecting the persons to whom, or the markets or territories in which, electric bulk power for resale may be sold. The firms were required to cancel, within 90 days of entry of the decree, any provision in any existing contract to which either of them is a party which is inconsistent with any provision of the decree.

For plaintiff: Walker B. Comegys, Acting Asst. Atty. Gen., Baddia J. Rashid, Joseph J. Saunders, Bernard M. Hollander and Wallace E. Brand, Attys., Dept. of Justice.

For defendants: W. Reece Smith, Jr., of Carlton, Fields, Ward, Etzmanuel, Smith & Cutler, Tampa, Fla. and John Germany, of Holland & Knight, Tampa, Fla.

Final Judgment

TJOFLAT, D. J.: Plaintiff, United States of America, having filed its complaint herein on July 8, 1968, and its amended complaint on January 10, 1969, defendants having appeared by their counsel, 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 either 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

[Jurisdiction]

This Court has jurisdiction of the subject matter of this action and of the parties hereto. The complaint states a claim upon which relief may be granted against defendants under Section 1 of the Act of Congress of July 2, 1890, as amended, entitled "An act to protect trade and commerce against unlawful restraints and monopolies," (15 U. S. C. Sec. 1), commonly known as the Sherman Act.

II

[Definitions]

As used in this Final Judgment:

(A) "Defendant(s)" means Florida Power Corporation or Tampa Electric Company and each of them.

(B) "Person" means any individual, partnership, firm, association, private corporation, state or municipal corporation or subdivision thereof, electric cooperative corporation or other business or legal entity engaged or proposed to be engaged in the generation and (transmission, of electric power at wholesale for resale and/

or the distribution of electric power at retail; provided, however, that "person" shall not include owners, lessors, operators or managers of rental property, such as, trailer parks, apartment houses, shopping centers or office buildings, who remeter and charge for electric power distributed to their tenants.

(C) "Bulk power supply for resale" means any, some or all arrangements for supply of electric power in bulk to any person for resale, including but not limited to, the taking of utility responsibility for supply of firm power in bulk to fill the full requirements of any person engaged or to be engaged in the distribution of electric power at retail, and/or interconnection with any person for the sale or exchange of emergency power, economy energy, deficiency power, and such other forms of bulk power sales or exchanges for resale made for the purpose or with the effect of achieving an overall reduction in the cost of providing electric power supply.

III

[*Applicability*]

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

IV

[*Allocation of Territories*]

A. Each defendant is enjoined and restrained from, directly or indirectly, entering into, adhering to, continuing, maintaining, renewing, enforcing or claiming any rights under any contract, agreement, understanding, joint plan or joint program with the other defendant or any other person to limit, allocate, restrict, divide or assign, or to impose or attempt to impose any limitations or restrictions respecting, the persons to whom, or the markets or territories in which, either defendant or any other person may hereafter sell electric bulk power supply for resale.

(B) Nothing herein shall be construed as enjoining or restraining defendants, from engaging jointly in lawful attempts to petition any federal or state governmental body (other than "persons" as defined herein) respecting any aspect of either defendant's business, including without limitation, sale of electric bulk power supply for resale.

V

[*Contract Cancellation*]

(A) Within 90 days from the date of entry of this Final Judgment, defendants shall take all necessary action to cancel each provision of every contract between the defendants and between or among each of the defendants and other persons, which is contrary to or inconsistent with any provision of this Final Judgment.

(B) Within 90 days from the date of entry of this Final Judgment, defendant shall send to each person presently engaged in the generation and transmission and sale of electric bulk power supply for resale or in the distribution of electric power at retail in the State of Florida a copy of this Final Judgment, and shall, at the same time, advise each such other person affected by the provisions of paragraph V(A) that it is free to sell electric bulk power supply for resale to such persons and in such areas as it may freely choose.

(C) Within 120 days from the date of entry of this Final Judgment, defendant shall file with this Court, and serve upon the plaintiff, an affidavit as to the fact and manner of compliance with Subsections (A) and (B) of this Section V.

VI

[*Compliance and Inspection*]

For the purpose of determining or securing compliance with this Final Judgment, and for no other purpose, duly authorized representatives of the Department of Justice shall, upon written request by the Attorney General or

the Assistant Attorney General in charge of the Antitrust Division given to defendant at its principal office, be permitted, subject to any legally recognized privilege:

(A) Access during the office hours of defendant to all contracts, agreements, correspondence, memoranda, and other business records and documents in the possession or control of defendant relating to any of the matters contained in this Final Judgment;

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

(C) Upon such written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, defendants shall submit written reports relating to any of the matters contained in this Final Judgment as may be requested.

No information obtained by the means provided in this Section 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 required by law.

VII

[Jurisdiction Retained]

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

UNITED STATES v. ST. PETERSBURG AUTOMOBILE DEALERS ASSOCIATION

Civil Action No. 72-725-Civ-T

Year Judgment Entered: 1973

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA,
Plaintiff,
v.
ST. PETERSBURG AUTOMOBILE
DEALERS ASSOCIATION,
Defendant.

Civil Action No.: 72-725-Civ-T
Filed: August 14, 1973
Entered: Sept. 15, 1973

FINAL JUDGMENT

Plaintiff, United States of America, having filed its Complaint herein on December 14, 1972, and the Plaintiff and the Defendant, by their respective attorneys, having consented to entry of this Final Judgment, without trial or adjudication of any issue of fact or law herein, and without admission by any party with respect to any such issue, and without this Final Judgment constituting evidence or admission by any party with respect to any such issue;

NOW, THEREFORE, before the taking of any testimony and without 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 over the subject matter herein and over the parties hereto. The Complaint states a claim against the Defendant 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," as amended, commonly known as the Sherman Act.

II

As used in this Final Judgment:

(A) "Automobile repairs" means the application of parts and/or labor to automobiles for the purpose of repairing them;

(B) "Repair shop" means any person engaged in performing automobile repairs;

(C) "Parts" means new and used automobile parts utilized in repairing automobiles; and

(D) "Person" means any individual, association, partnership or corporation.

III

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

IV

Defendant is enjoined and restrained from, directly or indirectly:

(A) Entering into, adhering to, maintaining or furthering any contract, agreement, understanding, plan or program to fix, determine, maintain or stabilize:

1. The prices, discounts, markups or other terms and conditions at which parts are sold by repair shops to any third person;

2. The fees charged or deposits required to estimate the cost of performing automobile repairs.

(B) Discussing, advocating, suggesting, urging, inducing, threatening, coercing, intimidating, or compelling the adoption of or future adherence to:

1. Uniform or specific prices, discounts, markups, or other terms and conditions at which parts are sold by repair shops to any third person;
2. Uniform or specific fees to be charged or deposits to be required to estimate the cost of performing automobile repairs.

(C) Adopting any by-law, rule or regulation, or entering into, adhering to, maintaining or furthering any contract, agreement, understanding, plan or program to restrict or limit or attempt to restrict or limit the amount or placement of any advertising or promotional activity.

V

Defendant Association is ordered and directed to furnish, within 90 days after date of entry of this Final Judgment, a copy thereof to each of its officers, directors, agents and members, and to file with this Court and serve upon the Plaintiff an affidavit as to the fact and manner of its compliance with this Section V.

VI

For a period of 10 years from the date of entry of this Final Judgment the Defendant is ordered to file with the Plaintiff, on each anniversary date of this Final Judgment, a report setting forth the steps it has taken during the prior year to advise the Defendant's appropriate officers, directors, employees and members of their obligations under this Final Judgment.

VII

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 Defendant, be permitted, subject to any legally recognized privilege:

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

(B) Subject to the reasonable convenience of the Defendant, and without restraint or interference from it, to interview officers, directors, employees or agents 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, Defendant shall submit such reports in writing with respect to the matters contained in this Final Judgment as may, from time to time, be requested.

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 Executive Branch of the Plaintiff, except in the course of legal proceedings in 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.

VIII

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 of any of the provisions herein, and for the enforcement or compliance therewith and punishment of any violations of any of the provisions contained herein.

Dated this 15th day of September, 1973.

/s/ BEN KRENTZMAN
United States District Judge

UNITED STATES v. BETHLEHEM STEEL CORPORATION, ET AL.

Case No. 74-435 Civ-T-H

Year Judgment Entered: 1979

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

-vs-

BETHLEHEM STEEL CORPORATION,
et al.,

Defendants.

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CASE NO. 74-435 Civ-T-H

O R D E R

Before the court is a motion to enter judgment filed by the Government on October 26, 1979.

A competitive impact statement was submitted to this Court on August 3, 1979 relating to a stipulation and proposed final judgment filed in this civil antitrust proceeding pursuant to 15 USC §16(b) and (h).

The proposed final judgment was entered on August 9, 1979 but was subsequently withdrawn by Supplemental Order to afford the United States an opportunity to publish the proposed judgment in the Federal Register for the 60-day period required by §16(b).

Attached to the Government's present motion is an affidavit of compliance which states that all the requirements of §16 have now been met.

Accordingly, the final judgment, originally filed on August 9, 1979 is hereby CONFIRMED and the Clerk is directed to REENTER the judgment as stipulated by the parties. The Court retains jurisdiction of this cause for a period of five (5) years from the date hereof but the Clerk is directed to close the file for administrative purposes.

IT IS SO ORDERED.

DONE and ORDERED at Tampa, Florida, this 7th day
of November, 1979.

William H. Hodges

UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

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CLERK
DISTRICT COURT
AUG 9 1978
MIDDLE DISTRICT
OF FLORIDA
TAMPA, FLORIDA~~

UNITED STATES OF AMERICA,

Plaintiff,

vs.

BETHLEHEM STEEL CORPORATION,
FLORIDA STEEL CORPORATION,
LACLEDE STEEL COMPANY, and
OWEN STEEL COMPANY OF FLORIDA,

Defendants.

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Civil No. 74-435-CIV-T-H

FINAL JUDGMENT

Plaintiff, United States of America, having filed its Complaint herein on August 5, 1974, and plaintiff and the defendants, by their attorneys, having consented to the entry of this Final Judgment, without the trial or adjudication of any issue of fact or law herein, and without this Final Judgment constituting evidence or an admission by any party consenting hereto with respect to any such issue;

NOW, THEREFORE, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, and upon the consent of the parties hereto, it is hereby:

ORDERED, ADJUDGED AND DECREED as follows:

I.

This Court has jurisdiction of the subject matter of this action and of the parties hereto. The complaint states a claim upon which relief may be granted against the defendants under Section 1 of the Sherman Act (15 U.S.C. §1).

II.

As used in this Final Judgment:

A. "Re-bar Materials" means fabricated reinforcing steel bar materials, including but not limited to 1/4 inch to 1-1/2 inch round and deformed reinforcing steel bars, steel wire

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mesh in varying gauges, and steel bar supports and accessories, used in reinforced concrete construction projects.

B. "Mill(s)" means a person engaged in the production and sale of mill length reinforcing steel bars and in the fabrication and sale of re-bar materials.

C. "Independent Fabricator(s)" means a person not affiliated with a mill who is engaged in the purchase of mill length reinforcing steel bars and in the fabrication and sale of re-bar materials.

D. "Construction projects" means any proposed public or private building, facility or installation and any proposed addition thereto which incorporates re-bar materials.

E. "Companies owned or controlled" by a defendant's parent means any company in which 50% or more of the stock is owned directly or indirectly by said parent or said parent's shareholders and their families.

III.

The provisions of this Final Judgment shall apply to each of the defendants and shall also apply to each of their domestic subsidiaries, successors and assigns and their officers, directors, agents and employees, and to all other persons in active concert or participation with any of them who shall have received actual notice of this Final Judgment by personal service or otherwise; provided, however, that this Final Judgment shall not apply to transactions or activities solely between a defendant and its directors, officers, employees, parent companies, companies owned or controlled by said parent, subsidiaries, or any of them when acting in such capacity.

IV.

Each defendant is enjoined and restrained from directly or indirectly entering into, adhering to, maintaining, enforcing or claiming any rights under any contract, agreement, understanding,

combination or conspiracy with any other mill, independent fabricator or other person to:

A. fix, maintain or stabilize prices, or any other term or condition for the sale of re-bar materials in the State of Florida to any third person;

B. allocate, limit or divide customers, construction projects, territories or markets in the sale of re-bar materials in the State of Florida; or

C. submit knowingly any fraudulent or collusive bid to supply re-bar materials to any governmental entity or person in the State of Florida.

V.

Nothing in this Final Judgment shall prohibit defendants from negotiating or entering into any bona fide and arms-length contract, agreement or understanding to sell or furnish re-bar materials to any mill, independent fabricator or competitor, or joint venture, subcontract or similar contract or agreement, to sell or furnish re-bar materials for any specific construction project, or from preparing or presenting, with any mill, independent fabricator or competitor, a joint bid or offer to sell re-bar materials for any specific construction project in the State of Florida, provided, however, that the intention or fact that a defendant plans to submit or enter into a joint venture, subcontract or similar agreement, or negotiate, prepare or present a joint bid or offer to sell re-bar materials for any construction project in the State of Florida with any other defendant, mill, independent fabricator or competitor is made known to the purchaser of said materials, in writing, prior to or at the time of submission of any joint bid or offer to sell re-bar materials for any specific construction project in the State of Florida.

VI.

Each defendant is ordered and directed to take the affirmative steps enumerated below to ensure compliance with each provision of this Final Judgment:

A. Each defendant shall advise each of its officers and employees, who sell re-bar materials, have responsibility for or authority over the sale of re-bar materials, or the establishment of prices therefor in the State of Florida, of their obligations under this Final Judgment and of the criminal penalties for violation of this Final Judgment;

B. Each defendant shall conduct, at least once each year for five (5) years after the entry of this Final Judgment, meetings of its officers and employees described above to review the terms of this Final Judgment and the requirement to comply therewith.

VII.

For a period of five (5) years from the date of entry of this Final Judgment, each defendant is ordered to file, with this Court and the plaintiff on each anniversary date of this Final Judgment, a written statement signed by an officer, setting forth the steps it has taken during the prior year to comply with Paragraph VI of this Final Judgment.

VIII.

A. For the purpose of determining or securing compliance with this Final Judgment, any duly authorized representative 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, subject to any legally recognized privilege:

1. Access during the office hours of such defendant to inspect and copy 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

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

B. A defendant, upon the written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, shall submit such reports in writing, under oath if requested, 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 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 any time information or documents are furnished by a defendant to plaintiff pursuant to this Section, such defendant represents and identifies in writing the material in any such information or documents of a type described in Rule 26(c)(7) of the Federal Rules of Civil Procedure, and said defendant 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 ten (10) days notice shall be given by plaintiff to such defendant prior to divulging such material in any legal proceeding (other than a Grand Jury proceeding) to which the defendant is not a party.

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 any of the provisions herein, for the modification of any of the provisions contained herein, for the enforcement of compliance therewith and for the punishment of violations thereof.

X.

Entry of this Final Judgment is in the public interest.

Dated: *Aug. 9, 1979*

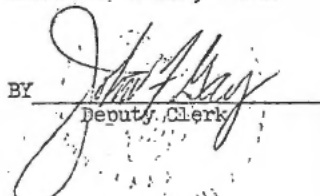

UNITED STATES DISTRICT JUDGE

This Final Judgment re-entered by Order of the Court of November 7, 1979.

DATED November 8, 1979

WESLEY R. THIES, CLERK

BY


Deputy Clerk