

APPENDIX A:
FINAL JUDMGENTS
(Ordered by Year Judgment Entered)

UNITED STATES V. GEORGIA AUTOMATIC MERCHANDISING
COUNCIL, INC., ET AL.

Civil No. 18756

Year Judgments Entered: 1974–80

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
)	
v.)	Civil No. 18756
)	
)	Filed: August 21, 1974
GEORGIA AUTOMATIC MERCHANDISING)	
COUNCIL, INC.;)	Entered: <u>Sept. 23, 1974</u>
ARA SERVICES, INC.;)	
CENTRAL VENDING SERVICE;)	
OLD FASHION FOODS, INC.;)	
SANDS AND COMPANY, INCORPORATED;)	
SERVOMATION OF ATLANTA, INC.;)	
THE MACKE COMPANY OF GEORGIA; and)	
SHAMROCK SYSTEM, INC.,)	
)	
Defendants.)	

FINAL JUDGMENT

Plaintiff, United States of America, having filed its Complaint herein on August 8, 1973, and Plaintiff and 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 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, and this Court having determined pursuant to Rule 54(b) of the Federal Rules of Civil Procedure that there is no just reason for delay in entering a Final Judgment as to all the Plaintiff's claims asserted in such Complaint against Defendants Georgia Automatic Merchandising Council, Inc., Central Vending Service, Old Fashion Foods, Inc., Servomation of Atlanta, Inc., The Macke Company of Georgia, and Shamrock System, Inc.;

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 the parties hereto. The Complaint states a claim against the Defendants 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. (15 U.S.C. Section 1)

II

As used in this Final Judgment:

(A) "Vending Machine" means any machine or device which, when appropriate coins are inserted therein, automatically dispenses merchandise;

(B) "Operator" means any person owning vending machines which are in operation in locations other than the operator's place of business;

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

(D) "Control" means at least a fifty percent ownership interest in the controlled person by the controlling person; and

(E) "Defendants" shall mean Georgia Automatic Merchandising Council, Inc., Central Vending Service, Old Fashion Foods, Inc., Servomation of Atlanta, Inc., The Macke Company of Georgia, and Shamrock System, Inc.

III

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 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

Each Defendant is enjoined and restrained from directly or indirectly:

(A) Entering into, adhering to, maintaining or furthering any contract, agreement, understanding, plan or program with any other operator to fix, determine, maintain, stabilize or adhere to the prices of merchandise sold through vending machines to any third person; and

(B) Discussing, advocating, suggesting, urging, inducing, threatening, coercing, intimidating, or compelling the adoption of or adherence to uniform or specific prices of merchandise sold through vending machines by any other operator.

V

Each Defendant operator is enjoined and restrained from organizing, joining, furthering, supporting, or participating

in any activities of a trade association with knowledge that the purpose, conduct or activities of the same are inconsistent with the prohibitions contained in Section IV of this Final Judgment.

VI

(A) Each Defendant is ordered and directed to furnish within ninety (90) days after the date of the entry of this Final Judgment a copy thereof to each of its officers, directors and members and to each of its agents and employees having sales and/or pricing responsibility for merchandise sold through vending machines.

(B) Each Defendant is ordered and directed to furnish for a period of ten (10) years after the date of the entry of this Final Judgment, a copy thereof upon each successor to those officers, directors, members, agents and employees described in Subsection (A) of this Section VI, within thirty (30) days after each such successor is employed by or becomes associated with each Defendant.

(C) Each Defendant is ordered and directed to file with this Court and serve upon the Plaintiff within one hundred and twenty (120) days from the date of entry of this Final Judgment, an affidavit as to the fact and manner of its compliance with Subsection (A) of this Section VI.

VII

For a period of ten (10) years from the date of entry of this Final Judgment each 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 appropriate officers, directors and members, and agents and employees having sales and/or pricing responsibilities for merchandise sold through vending machines, of its and their obligation under this Final Judgment.

VIII

The injunctions contained in Section IV of this Final Judgment shall not apply to relations between a Defendant and a parent or subsidiary of, or corporation under common control with, such Defendant.

IX

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

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

(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.

For the purpose of determining or securing compliance with this Final Judgment, upon written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, Defendants shall submit such reports in writing with respect to matters contained in this Final Judgment as may from time to time be requested.

No information obtained by the means permitted 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 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.

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 of or carrying out of this Final Judgment or for the modification of any of the provisions herein and for the enforcement of compliance therewith and the punishment of the violation of any of the provisions contained herein.

/s/ ALBERT J. HENDERSON
UNITED STATES DISTRICT JUDGE

DATED: Sept. 23, 1974

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil No.: 18756
)	
)	Filed: May 20, 1976
ARA SERVICES, INC.; and)	
SANDS AND COMPANY,)	Entered: Sept. 30, 1976
INCORPORATED,)	
)	
Defendants.)	

FINAL JUDGMENT

Plaintiff, United States of America, having filed its complaint herein on August 8, 1973, and Plaintiff and 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 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 the parties hereto. The Complaint states a claim against the Defendants 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. (15 U.S.C. Section 1).

II

As used in this Final Judgment:

(A) "Atlanta area" means the Counties of Fulton, DeKalb, Cobb, Douglas and Gwinnett in the State of Georgia;

(B) "Vending Machine" means any machine or device in the Atlanta area which, when appropriate coins are inserted therein, automatically dispenses merchandise;

(C) "Operator" means any person owning vending machines which are in operation in locations other than the operator's place of business;

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

(E) "Control" means at least a fifty percent ownership interest in the controlled person by the controlling person; and

(F) "Defendants" shall mean Sands and Company, Incorporated and ARA Services, Inc. and each of them.

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 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

Each Defendant is enjoined and restrained from directly or indirectly:

(A) Entering into, adhering to, maintaining or furthering any contract, agreement, understanding, plan or program with any other operator to fix, determine, maintain, stabilize or adhere to the prices of merchandise sold through vending machines to any third person; and

(B) Discussing, advocating, suggesting, urging, inducing, threatening, coercing, intimidating, or compelling the adoption of or adherence to uniform or specific prices of merchandise sold through vending machines by any other operator.

V

Each Defendant is enjoined and restrained from organizing, joining, furthering, supporting, or participating in any activities of a trade association with knowledge that the purpose, conduct or activities of the same are inconsistent with the prohibitions contained in Section IV of this Final Judgment.

VI

(A) Each Defendant is ordered and directed to furnish within ninety (90) days after the date of the entry of this Final Judgment a copy thereof to each of its officers and directors, and to each of its agents and employees having sales and/or pricing responsibility for merchandise sold through vending machines.

(B) Each Defendant is ordered and directed to furnish for a period of ten (10) years after the date of the entry of this Final Judgment, a copy thereof upon each successor to those officers, directors, agents and employees described in Subsection (A) of this Section VI, within thirty (30) days after each such successor is employed by or becomes associated with the Defendant.

(C) Each Defendant is ordered and directed to file with this Court and serve upon the Plaintiff within one hundred and twenty (120) days from the date of entry of this Final Judgment, an affidavit as to the fact and manner of its compliance with Subsection (A) of this Section VI.

VII

For a period of ten (10) years from the date of entry of this Final Judgment each 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 appropriate officers, directors, agents and employees having sales and/or pricing responsibilities for merchandise sold through vending machines, of its and their obligation under this Final Judgment.

VIII

The injunctions contained in Section IV of this Final Judgment shall not apply to relations between the Defendant and a parent or subsidiary of, or corporation under common control with, the Defendant.

IX

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) 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 the Defendant relating to any matters contained in this Final Judgment; and

(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.

For the purpose of determining or securing compliance with this Final Judgment, upon written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, each Defendant shall submit such reports in writing with respect to matters contained in this Final Judgment as may from time to time be requested.

No information obtained by the means permitted 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 Plaintiff, except in the course of legal proceedings in which the

United States is a party, or for the purpose of securing compliance with this Final Judgment or as otherwise required by law.

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 of or carrying out of this Final Judgment or for the modification of any of the provisions herein and for the enforcement of compliance therewith and the punishment of the violation of any of the provisions contained herein.

XI

Entry of this Final Judgment is in the public interest.

/s/ ALBERT J. HENDERSON, JR.
UNITED STATES DISTRICT JUDGE

DATED: September 30, 1976



UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	
)	
GEORGIA AUTOMATIC MERCHANDISING)	
COUNCIL, INC.;)	
ARA SERVICES, INC.;)	Civil No. 18756
CENTRAL VENDING SERVICE;)	
OLD FASHION FOODS, INC.;)	
SANDS AND COMPANY, INCORPORATED;)	
SERVOMATION OF ATLANTA, INC.;)	
THE MACKE COMPANY OF GEORGIA; and)	
SHAMROCK SYSTEM, INC.,)	
)	
Defendants.)	

ORDER MODIFYING FINAL JUDGMENT

Plaintiff United States of America having filed its Complaint herein on August 8, 1973 and certain of the parties having consented to the entry of a Final Judgment on September 23, 1974; and

Plaintiff and defendant Servomation of Atlanta, Inc., by their respective attorneys, having consented to the entry of this Order Modifying 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 Order constituting evidence or admission by any party with respect to any such issue; and

The Court having considered the reasons for this modification as presented in the Joint Memorandum of the parties dated May 19, 1980, and having determined that the entry of this Order Modifying Final Judgment is reasonable, fair and in the public interest;

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 involved, it is hereby,

ORDERED, ADJUDGED AND DECREED, as follows:

The Final Judgment entered by this Court on September 23, 1974 is hereby modified as to defendant Servomation of Atlanta, Inc. by eliminating in its entirety Paragraph II of said Final Judgment and substituting the following new Paragraph II:

II

"As used in this Final Judgment:

(A) 'Atlanta area' means the Counties of Fulton, DeKalb, Cobb, Douglas and Gwinnett in the State of Georgia;

(B) 'Vending Machine' means any machine or device in the Atlanta area which, when appropriate coins are inserted therein, automatically dispenses merchandise;

(C) 'Operator' means any person owning vending machines which are in operation in locations other than the operator's place of business;

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

(E) 'Control' means at least a fifty percent ownership interest in the controlled person by the controlling person; and

(F) 'Defendants' or 'each Defendant' shall mean Defendant Servomation of Atlanta, Inc."

Except as specifically modified herein, the September 23, 1974 Final Judgment herein shall remain in full force and effect.

Dated: June 19, 1990

/s/ Albert J. Henderson
~~UNITED STATES DISTRICT JUDGE~~
United States Circuit Judge Sitting As
United States District Judge by
Designation

UNITED STATES V. ATLANTA NEWS AGENCY, INC., ET AL.

Civil No. C76-435A

Year Judgments Entered: 1977–78

REC-11

DEC 17 1976

CLERK'S OFFICE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
(ATLANTA DIVISION)

FILED IN CLERK'S OFFICE

MAY 26 1977

BEN H. CARTER, Clerk
By: Deputy Clerk

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.) Civil No.: C76-435A
)
ATLANTA NEWS AGENCY, INC.; and) Filed: 12/17/76
FAMILY READING SERVICE, INC.,)
) Entered: 5/26/77
Defendants.)

FINAL JUDGMENT AS TO DEFENDANT
FAMILY READING SERVICE, INC.

Plaintiff, United States of America, having filed its complaint herein on March 8, 1976, and defendant, Family Reading Service, Inc. ("FRS"), having appeared by its attorneys, and the plaintiff by its attorneys and the defendant by its president, 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 admission by either 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 hereto, it is hereby,

ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

I

This Court has jurisdiction over the subject matter herein and of the parties hereto. The complaint states a claim upon which relief may be granted against the defendant under Section 1 of the Act of Congress of July 2, 1890, as amended (15 U.S.C. §1), commonly known as the Sherman Act.

II

As used in this Final Judgment:

(A) "Paperback books" mean mass media market paperback books;

(B) "Periodicals" mean mass media market paper cover magazines; it excludes daily newspapers but includes tabloids and comic books;

(C) "Person" means any natural person, association, cooperative, partnership, corporation, or other form of legal entity; and

(D) "ID wholesaler" means any person engaged in the business of purchasing periodicals and paperback books from the principal national distributors for resale at wholesale rates to retailers, and who itself delivers said merchandise, stocks its customers' display fixtures, bills its customers, credits and removes out-of-date merchandise and accounts for all sales and returns to its national distributor clients.

III

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

IV

Defendant FRS is enjoined and restrained from:

(A) Entering into, continuing, maintaining or renewing any contract, combination, conspiracy, agreement, understanding or concert of action with any ID wholesaler or other person to induce or coerce, or attempt to induce or

coerce, any other ID wholesaler or any other third person to refrain from soliciting or doing business with any person or in any territory.

(B) Adopting, continuing, maintaining or renewing any practice, plan, program, or device to coerce, or attempt to coerce, any ID wholesaler or any other person from soliciting or doing business with any person or in any territory.

(C) Entering into, continuing, maintaining or renewing any combination, conspiracy, agreement, understanding, concert of action, or contract, including the contract defendant FRS entered into with Town and Country News Co., Inc., dated October 19, 1973, to limit or restrict the territory within which or the customers to which any ID wholesaler, or any other person including defendant FRS, may do business. Subject to the provisions of Sections IV(A) and (B), nothing in this Section shall be deemed to prohibit defendant FRS from entering into a contract for the bona fide purchase or sale of an entire business, which contract contains an ancillary covenant not to compete on the part of the seller; provided, however, that said covenant not to compete must be confined geographically to an area no larger than that in which the business sold was then doing business and be not longer than two years in duration.

V

Within sixty (60) days after date of entry of the Final Judgment, defendant FRS is ordered and directed to furnish a copy thereof to each of its officers, directors, and employees, and to file with this Court and to serve upon the plaintiff an affidavit as to the fact and manner of its compliance with this Section V.

VI

(A) For the purpose of determining or securing compliance with this Final Judgment, and for no other purpose, 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 defendant FRS made to the principal office, be permitted, subject to any legally recognized privilege:

(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 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) Defendant FRS, 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 with respect to any of the matters contained in this Final Judgment as may from time to time 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 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.

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 thereof and for the enforcement of compliance therewith and the punishment of violations thereof.

VIII

Entry of this Final Judgment is in the public interest.

Dated: May 26, 1977

James C. Hill

JAMES C. HILL
UNITED STATES CIRCUIT JUDGE
SITTING BY DESIGNATION



UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
(ATLANTA DIVISION)

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil No. C76-435A
)	
ATLANTA NEWS AGENCY, INC.; and)	Filed: December 7, 1977
FAMILY READING SERVICE, INC.,)	Entered: March 24, 1978
)	
Defendants.)	

FINAL JUDGMENT AS TO DEFENDANT
ATLANTA NEWS AGENCY, INC.

Plaintiff, United States of America, having filed its complaint herein on March 8, 1976, and defendant, Atlanta News Agency, Inc. ("ANA"), having appeared by its attorneys, 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 admission by either 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 hereto, it is hereby,

ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

I

This Court has jurisdiction over the subject matter herein and of the parties hereto. The complaint states a claim upon which relief may be granted against the defendant under Section 1 of the Sherman Act.

II

As used in this Final Judgment:

(A) "Paperback books" means mass media market paperback books;

(B) "Periodicals" means mass media market paper cover magazines; it excludes daily newspapers but includes tabloids and comic books;

(C) "Person" means any natural person, association, cooperative, partnership, corporation, or other form of legal or business entity;

(D) "ID wholesaler" means any person engaged in the business of purchasing periodicals and paperback books from the principal national distributors for resale at wholesale rates to retailers, and who, itself, delivers said merchandise, stocks its customers' display fixtures, bills its customers, credits and removes out-of-date merchandise and accounts for all sales and returns to its national distributor clients; and

(E) "Market" means that entire geographic area serviced by an ID wholesaler from a single warehouse.

III

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

IV

Defendant ANA is enjoined and restrained from:

(A) Entering into, continuing, maintaining or renewing any contract, combination, conspiracy, agreement, understanding

or concert of action with any ID wholesaler or other person to induce or coerce, or attempt to induce or coerce, any other ID wholesaler or any other third person seeking to distribute or sell periodicals or paperback books to others for further distribution or resale, to refrain from soliciting or doing business with any person or in any territory;

(B) Adopting, continuing, maintaining or renewing any practice, plan, program, or device to coerce, or attempt to coerce, any ID wholesaler or any other third person seeking to distribute or sell periodicals or paperback books to others for further distribution or resale from soliciting or doing business with any person or in any territory;

(C) Entering into, continuing, maintaining or renewing any combination, conspiracy, agreement, understanding, concert of action, or contract with any ID wholesaler, or any other third person seeking to distribute or sell periodicals or paperback books to others for direct sale to the public, to limit or restrict the territory within which or the customers with which any of the parties thereto may do business, including the contract defendant ANA entered into with Town & Country News Co., Inc., dated October 9, 1973. Subject to the provisions of Sections IV(A) and (B), nothing in this Section shall be deemed to prohibit defendant ANA from entering into a contract for the bona fide purchase or sale of an entire business of an ID wholesaler (or any person seeking to distribute or sell periodicals or paperback books to others for direct sale to the public) in a market, which contract contains an ancillary covenant not to compete on the part of the seller; provided, however, that said covenant not to compete must be confined geographically to an area no larger than that in which the business sold was then doing

business and be not longer than two years in duration. Subject to Sections IV(A) and IV(B), nothing in this Section IV(C) shall apply to employment contracts between defendant ANA and its employees containing ancillary covenants not to compete.

V

Within sixty (60) days after the date of entry of this Final Judgment, defendant ANA is ordered and directed to furnish a copy thereof to each of its officers, directors, and employees, and to file with this Court and to serve upon the plaintiff an affidavit as to the fact and manner of its compliance with this Section V.

VI

(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 defendant ANA 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) Defendant ANA, 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 with respect to any of the matters contained in this Final Judgment as may from time to time 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 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, such defendant 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 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 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.

VII

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 thereof and for the enforcement of compliance therewith and the punishment of violations thereof.

VIII

Entry of this Final Judgment is in the public interest.

Dated: March 22, 1978

/s/ Harold L. Murphy
Harold L. Murphy
United States District Judge

UNITED STATES V. BRINK'S, INC., ET AL.

Civil No. C77-1027A

Year Judgment Entered: 1979



Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Brink's, Inc., and Wells Fargo Armored Service Corp., U.S. District Court, N.D. Georgia, 1979-2 Trade Cases ¶62,902, (Jul. 13, 1979)

[Click to open document in a browser](#)

United States v. Brink's, Inc., and Wells Fargo Armored Service Corp.

1979-2 Trade Cases ¶62,902. U.S. District Court, N.D. Georgia, Atlanta Division, Civil Action No. C77-1027A, Entered July 13, 1979, (Competitive impact statement and other matters filed with settlement: 44 *Federal Register* 15798).

Case No. 2592, Antitrust Division, Department of Justice.

Sherman Act

Allocation of Markets: Bid Rigging: Exchange of Information: Permitted Activities: Consent Decree.—

Two armored car service companies were enjoined by a consent decree from dividing markets for armored car service or related services; rigging bids; and communicating with anyone in the industry regarding future prices or terms and future bids. The decree barred the two firms for ten years from communicating with others in the industry about current prices or terms. Permitted conducts under the decree included: activities needed for regulatory compliance; intra-industry information exchanges for (a) coordination and scheduling of services, (b) undertaking services for one another, (c) joint labor negotiations, and (d) influencing government; joint bidding and participation in bidding conferences conducted by a customer or potential customer.

For plaintiff: John H. Shenefield, Asst. Gen., William E. Swope, Charles F. B. McAleer, Donald A. Kinkaid, Charles C. Murphy, Jr., John T. Orr, Jr., and James M. Griffin, Attys., Dept. of Justice. **For defendants:** Donovan Leisure Newton & Irvine, by Samuel W. Murphy, Jr., Trotter, Bondurant, Griffin, Miller & Hishorn, by Emmet J. Bondurant, for Brink's Inc.; Sullivan & Cromwell, by William E. Willis, Sutherland, Asbill & Brennan, by D. Robert Cumming, Jr., for Wells Fargo Armored Service Corp.

Final Judgment

Freeman, D. J.: Plaintiff, United States of America, having filed its Complaint herein on June 21, 1977, and plaintiff and defendants Brink's, Incorporated and Wells Fargo Armored Service Corporation, by their respective attorneys, having consented to the making and entry of this Final Judgment, without admission by any party in respect to any issue or allegation and without this Final Judgment's constituting evidence or an admission by any party hereto with respect to any such issue or allegation;

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

Ordered, Adjudged and Decreed as follows:

I

[Jurisdiction]

This Court has jurisdiction over 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

[Definitions]

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As used in this Final Judgment:

- A. The term “armored car service” shall mean the arranging for and providing of ground transportation of valuables by armored vehicle under guard in the United States.
- B. The term “related services” shall mean coin sorting and wrapping, preparation and distribution of payrolls, air courier service (the arranging for and providing of air transportation of valuable items under guard) and ground courier service (the arranging for and providing of transportation of items of small monetary value, such as cancelled checks, computer data and mail, by station wagon, panel truck or other non-armored vehicle).
- C. The term “person” shall mean any natural person, proprietorship, partnership, firm, corporation or any other legal or business entity.
- D. The term “customer” shall mean any person who or which purchases armored car service or related services.
- E. The term “common control” shall mean at least a 50 percent direct or indirect ownership interest in the controlled person by the controlling person.

III

[Applicability]

The provisions of this Final Judgment are applicable to the defendants Brink's, Incorporated and Wells Fargo Armored Service Corporation and shall apply also to their subsidiaries, affiliates, successors and assigns; to their respective directors, officers, agents and employees 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. This judgment shall not apply to acts not in or affecting the foreign or domestic commerce of the United States.

IV

[Markets; Bids; Price Information]

- A. The defendants are enjoined and restrained from entering into, adhering to, claiming or maintaining any right under any agreement or understanding or concert of action with any other person engaged in the business of providing armored car service to:
 - (1) Divide, allocate or apportion customers, territories or markets for armored car service or related services;
 - (2) Submit any collusive, non-competitive or rigged bid or price quotation or to refrain from submitting any bid or price quotation to any customer for armored car service or related services.
- B. The defendants are enjoined and restrained from communicating with any other person engaged in the business of providing armored car service except as permitted by Section V hereof, concerning:
 - (1) future prices at which, or contractual terms or conditions upon which, armored car service or related services will be offered or provided;
 - (2) consideration of changes or revisions in the prices at which, or the contractual terms or conditions upon which armored car service or related services will be offered or provided; and
 - (3) whether any bid or price quotation will or will not be submitted to any person for armored car service or related services.
- C. For a period of ten (10) years from the entry of this Final Judgment, defendants are enjoined and restrained from communicating with any other person engaged in the business of providing armored car service concerning current prices at which, or current terms or conditions upon which, armored car services or related services are provided except as permitted by Section V hereof.

V

[Permitted Activity]

Nothing in this Final Judgment shall prohibit defendants from:

- A. Complying with any order or regulation of the United States Interstate Commerce Commission, state public utility regulatory authority or any similar local, state or federal regulatory authority having jurisdiction over the defendants, or taking any action in accordance with the practices or procedures authorized or contemplated by Section 5a of the Interstate Commerce Act (49 U. S. C. 5b) and the regulations thereunder (49 C. F. R. 1331);
- B. Exchanging information or agreeing with any other person engaged in the business of providing armored car service or related services, or both, regarding the coordinating and scheduling of pickups, deliveries or exchanges of cargoes between defendants and any such person;
- C. Engaging in necessary communications with any other person engaged in the business of providing armored car service or related services, or both, in the course of, and related to, negotiating for, entering into, or carrying out a contract pursuant to which one of said persons agrees to provide armored car service or related services, or both, for or on behalf of the other said person;
- D. Exchanging information necessary to conduct joint labor negotiations and collective bargaining under the federal labor laws with any other person engaged in the business of providing armored car service or related services; however, nothing herein shall authorize discussion of future prices or future bids or quotations to be submitted to any person by an armored car service or related services company;
- E. Engaging in necessary communications with any other person engaged in the business of providing armored car service or related services in the course of, and related to, negotiating for, entering into, or carrying out a contract pursuant to which defendants would acquire or be acquired by such other armored car service or related services company;
- F. Engaging in necessary communications with any other person engaged in the business of providing armored car service or related services for the purpose of proposing or supporting legislation or the adoption or modification of local, state or Federal rules, regulations or policies relating to the provision of armored car service or related services; however, nothing in this subparagraph F shall authorize discussion of future prices or future bids or quotations to be submitted to any person by an armored car service or related services company;
- G. Submitting to a customer a bid for armored car service or related services which is jointly entered with any other person engaged in the business of providing armored car service or related services in cases where defendants do not operate in the entire area of service contemplated by the bid, and the customer has notice that the bid is jointly entered; or
- H. Participating in a bidding conference conducted by a customer or potential customer.

VI

[Intra-Enterprise Relations]

The injunctions contained in this Final Judgment shall not apply to relations solely between either defendant and a parent, subsidiary or affiliate of, or corporation under common control with, such defendant, or between the officers, directors, agents and employees thereof.

VII

[Recordkeeping]

For a period of five (5) years from the date of entry of this Final Judgment, each defendant is ordered to make and maintain an annual record of the steps such defendant has taken during the preceding year to advise its appropriate officers, directors and employees of its and their obligations under this Final Judgment.

VIII

[Notification and Monitoring]

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Each defendant is ordered and directed to:

- A. Furnish a copy of this Final Judgment to each of its officers and directors and to each of its agents and employees having sales, supervisory and/or pricing responsibility for armored car service or related services, or both, within ninety (90) days after the date of entry of this Final Judgment;
- B. Furnish a copy of this Final Judgment to each successor to those persons described in subparagraph A hereof within thirty (30) days after each such successor is employed by or becomes affiliated with such defendant in such capacity;
- C. Obtain from each such person furnished a copy of this Final Judgment pursuant to subparagraphs A and B hereof a signed receipt therefor which receipt shall be retained in the defendant's files;
- D. Attach to each copy of this Final Judgment furnished pursuant to subparagraphs A and B hereof a statement advising each person of his obligations and of such defendant's obligations under this Final Judgment, and of the criminal penalties which may be imposed upon him and/or upon such defendant for violation of this Final Judgment;
- E. Establish and implement a plan for monitoring compliance with the terms of this Final Judgment, by the persons described in subparagraphs A and B hereof; and
- F. File with this Court and serve upon the plaintiff within one hundred and twenty (120) days after the date of entry of this Final Judgment, an affidavit as to the fact and manner of its compliance with subparagraphs A, C, and D hereof.

IX

[Inspection and Compliance]

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 either 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 related to any matter contained in this Final Judgment in the possession or under the control of such defendant, which may have counsel present; 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 matter.

B. Each 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 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 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 either defendant to plaintiff, said defendant represents and identifies in writing the material in any such information or documents which is 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 the Federal Rules of Civil Procedure," then 10 days notice shall be given by plaintiff to said defendant prior to divulging such material in any legal proceeding (other than a Grand Jury proceeding) to which said defendant is not a party.

X

[*Retention of Jurisdiction*]

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

XI

[*Public Interest*]

Entry of this Final Judgment is in the public interest.