

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

United States v. Motion Picture Theater Owners of Oklahoma

Case No. 1005

Year Judgment Entered: 1928

U. S. v. MOTION PIC' THEATRE OWNERS OF OKLA. 1407

Wherefore, it is ordered, adjudged, and decreed as follows:

That the court has jurisdiction of the subject matter and of all persons and parties hereto and that the petition states a cause of action against the defendant under the Act of July 2, 1890, entitled, "An Act To Protect trade and commerce against unlawful restraints and monopolies."

That the defendant, Motion Picture Theatre Owners of Oklahoma, its members, directors, officers, agents and employees and any other person authorized to act or acting for or in behalf of the said defendant be and they are hereby jointly and severally enjoined—

1. From collusively or by concert or agreement amongst themselves urging, requesting, or by arguments, threats, resolutions or otherwise coercing distributors of motion picture films to refuse to deal with and/or to cease to deal with the so-called nontheatrical exhibitors of motion pictures;
2. From collusively or by concert or agreement amongst themselves urging, requesting, or coercing said distributors, their officers, agents or employees, with the intent or with the effect or for the purpose of causing them—
 - a. to refuse to furnish said motion picture films to nontheatrical exhibitors, or
 - b. to refuse to make contracts with said nontheatrical exhibitors for the purchase, sale and/or license of said motion pictures and/or said motion picture films, or
 - c. to refuse to further perform current and valid contracts with said nontheatrical exhibitors for the furnishing of said motion picture films.
3. From collusively or by concert or agreement amongst themselves distributing lists of said distributors serving said nontheatrical accounts, and/or suggesting to or threatening the said distributors of motion picture films that lists of said distributors serving nontheatrical accounts would be distributed to members of the defendant corporation.

UNITED STATES OF AMERICA v. MOTION PICTURE
THEATRE OWNERS OF OKLAHOMA.

DEFENDANTS.

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE WESTERN DISTRICT OF OKLAHOMA.

Equity No. 1005.

UNITED STATES OF AMERICA, PETITIONER

VS.

MOTION PICTURE THEATRE OWNERS OF OKLAHOMA,
DEFENDANT.

FINAL DECREE.

The United States of America having filed its petition herein on the 26th day of December, 1928 and the defendant having appeared by its solicitor, and the United States of America, by Roy St. Lewis, United States Attorney, for the Western District of Oklahoma, having moved the court for an injunction as prayed in the petition; and the defendant having consented to the entry of this decree without contest.

1408

DECREES AND JUDGMENTS

That jurisdiction of this cause is retained by this court
for the purpose of making such other and further orders
as may become necessary.

EDGAR S. VAUGHT,
United States District Judge.

DECEMBER 26, 1928.

United States v. Griffith Amusement Company, et al.

Case No. 172-Civil

Year Judgment Entered: 1950



IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA

United States of America,	}	
Plaintiff,	}	
v.	}	No. 172-Civil
Griffith Amusement Company,)	12/27/50
Griffith Consolidated Theatres, Inc.,		
R. E. Griffith Theatres, Inc..		
Westex Theatres, Inc., L. C. Griffith and H. J. Griffith,		
Defendants.	}	

FINAL DECREE

The plaintiff, having filed its complaint herein on April 28, 1939; the defendants having filed their answers to such complaint, denying the substantive allegations thereof; the court after trial having entered a decree herein, dated October 24, 1946, rendering judgment for the defendants and dismissing the complaint upon the merits; the plaintiff having appealed from such decree; the Supreme Court of the United States having reversed such decree and having remanded the case to this court and further proceedings in conformity with its opinion dated May 3, 1948; and further evidence having been received in the proceedings had before this court in conformity with the mandate of the Supreme Court;

It is hereby ordered, adjudged and decreed as follows:

I.

(1) The judgment heretofore entered herein dismissing the complaint is hereby vacated.

(2) The findings of fact numbered 6, 8, 10, 18, 19, 20, 21, 23, 26, 28, 29 and 30 and the last paragraph of 11-4, 11-6, 11-9, 11-13, 11-14, 11-18, 11-19, 11-22, 11-24, 11-25, and the last sentence of 11-16

of the findings of fact heretofore made, and the conclusions of law heretofore made, are vacated, and the remainder of the findings of fact heretofore made are re-adopted and incorporated as a part of the findings and conclusions now entered in support of this decree.

II.

Each of the defendants, Griffith Amusement Company, Griffith Consolidated Theatres, Inc., R. E. Griffith Theatres, Inc., and Westex Theatres, Inc., is hereby enjoined and restrained:

- A. From combining or conspiring with each other or with any other exhibitor in licensing any picture for exhibition.
- B. From licensing any picture for exhibition through any person known by it to be acting for any other exhibitor, other than an exhibitor in which such corporate defendant owns a financial interest.
- C. From licensing or booking any picture for any theatre or any exhibitor, other than a theatre or an exhibitor in which the corporate defendant owns a financial interest.
- D. From entering into any franchise agreement.
- E. From licensing any picture for exhibition in any theatre in any other manner than that each licensed shall be offered and taken theatre by theatre, solely upon the merits.
- F. From licensing any picture for exhibition upon the condition, arrangement, agreement or understanding that the picture be licensed for any other theatre.
- G. From licensing any picture for exhibition upon the condition, arrangement, agreement or understanding that any other picture be licensed for any other theatre.

III.

Each of the corporate defendants, Griffith Consolidated Theatres, Inc., and Griffith Amusement Company, is hereby enjoined and restrained:

- A. From owning, directly or indirectly, any stock or other financial interest in R. E. Griffith Theatres, Inc., or Westex Theatres, Inc.

B. From transferring, directly or indirectly, any stock or financial interest in either of said corporations to any person known by such defendant to own any stock or other financial interest in R. E. Griffith Theatres, Inc., or Westex Theatres, Inc.

C. From having as an officer or director any individual known by either of said corporate defendants to be a director or officer of R. E. Griffith Theatres, Inc., or Westex Theatres, Inc.

IV.

Each of the defendants, R. E. Griffith Theatres, Inc., and Westex Theatres, Inc., is hereby enjoined and restrained:

A. From owning, directly or indirectly, any stock or other financial interest in Griffith Amusement Company or Griffith Consolidated Theatres, Inc.

B. From transferring, directly or indirectly, any stock or other financial interest in either of said corporations to any person known by such defendant to own any stock or other financial interest in Griffith Amusement Company or Griffith Consolidated Theatres, Inc.

C. From having as an officer or director any individual known by either of said corporate defendants to be a director or officer of Griffith Amusement Company or Griffith Consolidated Theatres, Inc.

V.

The defendant, L. C. Griffith, is hereby enjoined:

A. From owning, directly or indirectly, any stock or other financial interest in R. E. Griffith Theatres, Inc., or Westex Theatres, Inc.

B. From being an officer or director or holding any other position with, or acting in any capacity, either for R. E. Griffith Theatres, Inc., or Westex Theatres, Inc.

VI.

The defendant, H. J. Griffith, is hereby enjoined:

A. From owning, directly or indirectly, any stock or other financial interest in Griffith Amusement Company or Griffith Consolidated Theatres, Inc.

B. From being an officer or director or holding any other position with, or acting in any capacity, either for Griffith Amusement Company or Griffith Consolidated Theatres, Inc.

VII.

Griffith Consolidated Theatres, Inc., is hereby ordered and directed to terminate its joint ownership with Roy Shield in the Royal and Mecca Theatres in Enid, Oklahoma, within a period of one year from this date. Griffith Consolidated Theatres, Inc., may elect to terminate such joint ownership by selling its interest therein to Roy Shield or by acquiring the interest of Roy Shield in such theatres. In the event Griffith Consolidated Theatres, Inc., shall purchase the interest of Roy Shield in said theatres, it shall dispose of the interest so acquired in either the Royal or the Mecca Theatre within one year from the date of acquisition. Such sale shall be to a party not a defendant herein or owned or controlled by or affiliated with a defendant or interest in the operation of theatres in Enid, other than the Mecca and Royal.

VIII.

For the purpose of securing compliance with this decree 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 on reasonable notice to any corporate defendant, 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 decree, and (2) 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 any such matters. 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 decree, or as otherwise required by law.

IX.

The plaintiff shall recover its costs in this action.

Dated this _____ day of December, 1950.

United States District Judge

United States v. Reed Roller Bit Company, et al.

Case No. 66-248

Year Judgment Entered: 1967



UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)
Plaintiff,) CIVIL ACTION
v.) NO. 66-248
REED ROLLER BIT COMPANY, et al.,)
Defendants.) [Entered July 25, 1967]

FINAL JUDGMENT

On the 21st day of September, 1966, this cause came on
regularly to be heard and on the 22nd day of June, 1967, the
Court filed its Opinion or Memorandum of Decision which it
adopted as findings of fact and conclusions of law,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as
follows:

I

As used in this Final Judgment:

(A) "Reed" shall mean defendant Reed Roller Bit Company
(now G. W. Murphy Industries, Inc.), a corporation organized and
existing under the laws of the State of Texas; its successors
and assigns.

(B) "AMF" shall mean American Machine & Foundry Company,
a corporation organized and existing under the laws of the State
of New Jersey.

(C) "American Iron" shall mean AMF American Iron, Inc.,
a corporation organized and which existed under the laws of the
State of Delaware until November 2, 1965, at which time it was
dissolved.

(D) "Tool joints" shall mean rotary shouldered connections
made of high alloy steel consisting of two parts, a box and pin
end, which together form a strong and fluid seal used to join two
sections of drill pipe and which are generally flash welded.

(E) "Drill collars" shall mean thirty-foot lengths of heat treated alloy steel, drilled axially and integrally threaded, and joined in an assembly to furnish weight for the lower end of a rotary oil well drilling string.

(F) "American Iron tool joint and drill collar facilities" shall mean the machinery, equipment, patent rights, licenses, trade names, trademarks, manufacturing "know-how," customer files and/or lists, books and records, which are reasonably related to the tool joint and drill collar operation acquired by Reed from AMF and all assets which have subsequently been acquired and are, in the buyer's judgment, reasonably necessary to maintain the operation, except that the term shall not include handling equipment for the flash welder that has been custom built for the Reed plant. With respect to supplies and inventories in Reed's stock, anything the buyer would need, in his judgment, and which, in his judgment, is not readily available on the open market within the time required by the buyer shall be considered within the definition of "American Iron tool joint and drill collar facilities." So that the buyer may fully exploit the trade names, Reed, upon sale, if the buyer so desires, shall discontinue any use of the names "American Iron" or "American Iron & Machine Works, Inc." or trademarks relating thereto.

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

II

(A) This Court has jurisdiction of the subject matter hereof and of the parties hereto pursuant to Section 15 of the Act of Congress of October 15, 1914 (15 U.S.C. Sec. 25), as amended, entitled "An Act to supplement existing laws against unlawful restraints and monopolies and for other purposes," commonly known as the Clayton Act.

(B) The acquisition by the defendant Reed of the American Iron tool joint and drill collar facilities constitutes a violation of Section 7 of the Clayton Act.

(C) This action is dismissed as to defendants AMF and American Iron.

III

This Final Judgment is binding upon Reed and its subsidiaries, affiliates, directors, officers, agents, and employees, and upon all other persons who shall have received actual notice of this Final Judgment by personal service or otherwise.

IV

(A) Reed is ordered and directed, within twelve (12) months from the date hereof, to divest itself of the American Iron tool joint and drill collar facilities.

(B) Reed is ordered and directed to publicize the availability thereof for sale in appropriate trade and/or financial publications and to generally promote the expeditious sale thereof. Sale shall be upon terms and to a person first approved by this Court which will consider the importance of effectuating a prompt sale and the necessity of a sale to a purchaser who will use the said facilities as a viable competitor in the sale and production of tool joints and drill collars.

(C) Reed is ordered and directed within 30 days of the date of entry of this Final Judgment to submit to the Court and the plaintiff a complete inventory (including any assessed valuation and a statement of the present physical location) of all of the American Iron tool joint and drill collar facilities.

(D) Reed is ordered and directed to render bi-monthly written reports to the Court, with copies to the plaintiff, detailing its efforts to comply with subsection (A) above and the results of such efforts, including every offer to buy which it received. Plaintiff or Reed may apply to this Court for

approval or disapproval of any proposal for the sale of said facilities, provided that such proposal complies with the terms of IV(B) above.

(E) Reed is ordered and directed to the extent reasonably possible to maintain the American Iron tool joint and drill collar facilities at a standard of operating performance and capacity which is in all respects equivalent to that which existed at the time of the acquisition from AMF.

(F) Reed may continue to use and operate the American Iron tool joint and drill collar facilities until the date of sale. Until the date of sale, Reed will continue to use the trade name "American Iron" in connection with its sale of fluid end expendable parts. Reed is further ordered and directed to make certain that the American Iron tool joint and drill collar facilities and any part thereof are kept readily identifiable and are not commingled or interchanged with Reed's other assets so as to lose their identity.

(G) Reed is ordered and directed to furnish to all bona fide prospective purchasers of the American Iron tool joint and drill collar facilities, all relevant information regarding said facilities, and to permit them at reasonable hours on appointment to have such access to, and make inspection of said facilities.

(H) If a buyer is found who wishes to have the tool joint and/or drill collar facilities moved to a location other than Houston, Texas, and the cost of such transfer would exceed the costs of transfer to said location from Oklahoma City, Reed will bear the additional cost of transportation.

(I) Reed is ordered and directed for a period of one year following the date of sale, at the option of the buyer, to provide the buyer with technical assistance and manufacturing "know-how" which may assist the buyer in the building of a plant, the installation of American Iron tool joint and drill collar facilities and/or

the production of tool joints and drill collars. In this connection Reed will:

- (1) Make available to the buyer engineering and manufacturing information, machinery design, floor plans, factory and machinery layouts, layouts for utilities and complete information as to production processes, including drawings, product specifications, time studies, floor sheets, plans, temperature ranges, pressure ranges and other operating data related to the production and/or welding of tool joints and drill collars;
- (2) Allow a reasonable number of technically qualified employees of the buyer to have access to Reed's plant in order to inspect, observe, and become acquainted with Reed's tool joint and drill collar production and welding;
- (3) Send engineers and other technically qualified employees as are available to the buyer's plant to assist the buyer in designing plant and layout, in setting up American Iron tool joint and drill collar facilities, and in solving such production problems as may arise.

Actual and reasonable travel and living expenses (if out-of-town) incurred by Reed's, or the buyer's, employees and a reasonable per diem for the time spent by Reed's employees shall be paid for by the buyer.

(J) Nothing herein contained shall be deemed to prohibit Reed from retaining, accepting, and enforcing a bona fide lien, pledge or other form of security for the purpose of securing to Reed repayment of loans, guarantees of loans, or letters or lines of credit, made to or on behalf of the purchaser, or for the

purpose of securing to Reed full payment of the price at which said facilities are disposed of or sold; and provided further that if (after divestiture or sale pursuant to Section IV(A) hereof) by enforcement or settlement of a bona fide lien, pledge, or other form of security, Reed reacquires said facilities, Reed shall again be subject to the provisions of this Final Judgment, and shall dispose of any such business thus reacquired within twelve (12) months from the time of reacquisition.

(K) If the American Iron tool joint and drill collar facilities are not sold within twelve (12) months from the date hereof, the Court, after notice and hearing, upon the proposal of either party may appoint a broker or brokers (each party to submit the names of three (3) brokers) to solicit and negotiate offers for the purchase of said facilities in accordance with Section IV(B) hereof, or take such other action which is deemed advisable to effectuate a sale of said facilities in accordance with Section IV(B) hereof. Said brokers shall make reports to the Court and to the parties, and shall be engaged for a term and for such compensation as may be fixed by the Court upon their appointment.

(L) Reed is ordered and directed to, at the option of the buyer, grant to said buyer a non-exclusive, royalty-free license under United States Letters Patent No. 3,134,169 under terms of the license granted to Reed on the same patent on July 24, 1967. Reed shall be permitted to keep the friction welding machinery associated with the welding of macaroni tubing, but shall divest itself of all other friction welding machinery. Reed, at the option of the buyer, is nevertheless directed to furnish technical assistance and "know-how" to the buyer regarding macaroni tubing in the manner provided for in Section IV(I) hereof.

V

For a period of ten (10) years from the date of entry of this Final Judgment, Reed is enjoined and restrained, except by agreement of the parties, from acquiring, holding or exercising any control over, directly or indirectly, any tool joint or drill collar assets, or the whole or any part of the stock or share capital, of any person engaged in the manufacture and sale of tool joints and/or drill collars. After said ten (10) year period Reed is enjoined and restrained for an additional ten (10) years from acquiring, holding, or exercising any control over, directly or indirectly, any assets or the whole or any part of the stock or share capital of any person engaged in the manufacture and sale of tool joints and/or drill collars except with notice to the plaintiff herein and with the approval of this Court upon an affirmative showing by Reed that the effect of the acquisition, holding, or control will not be substantially to lessen competition or tend to create a monopoly in the manufacture or sale of tool joints and/or drill collars.

The defendant Reed is taxed the costs of this action.

VI

For the purpose of determining and securing compliance with this Final Judgment, duly authorized representatives of the Department of Justice shall, on written request of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to a defendant made to its principal office, be permitted, subject to any legally recognized privilege:

(A) Access, during the office hours of said defendant, who may have counsel present, to those books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of said defendant regarding the subject matter 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 the said defendant, who may have counsel present, regarding any of said matters.

Upon such written request, the defendant shall submit reports in writing in respect to said matters as may from time to time be requested.

No information obtained by the means provided for 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 a legal proceeding in which the United States is a party for the purpose of securing compliance with this Final Judgment or as otherwise required by law.

VII

This Court retains jurisdiction for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, or for the modification or termination of any of the provisions hereof, and for the enforcement therewith and punishment of violations hereof.

DATED AND ENTERED at Oklahoma City, Oklahoma, this 25th day of July, 1967.

s/ Luther B. Eubanks
United States District Judge

Approved as to form, without waiver of any rights on appeal:

s/ Paul D. Carrier
Attorney for Plaintiff,
United States of America

s/ John C. Snodgrass
Attorney for Defendant,
Reed Roller Bit Company

s/ Herbert A. Bergson
Attorney for Defendant, A-19
American Machine & Foundry Company

United States v. Reed Roller Bit Company, et al.

Case No. 66-248

Judgment Modifications

March 3, 1969 – Delete Paragraph IV



Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Reed Roller Bit Co., American Machine and Foundry Co. and AMF American Iron Inc., U.S. District Court, W.D. Oklahoma, 1969 Trade Cases ¶72,755, (Mar. 3, 1969)

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United States v. Reed Roller Bit Co., American Machine and Foundry Co. and AMF American Iron Inc.

1969 Trade Cases ¶72,755. U.S. District Court, W.D. Oklahoma. No. 66-248 Filed March 3, 1969. Case No. 1901 in the Antitrust Division of the Department of Justice.

Clayton Act

Acquisitions and Mergers—Divestiture—Relief from Decree—Diligent Effort to Sell.— A litigated antimerger judgment requiring partial divestiture (offending product lines) was amended to delete the divestiture provision, since the acquirer diligently made every effort to effect a sale of the facilities as required by the decree. There was no basis for requiring further efforts and attempts to comply.

Amending decree ordered in 1967 Trade Cases ¶ 72,146.

For the plaintiff: Raymond P. Hernacki, Chicago, Ill. and B. Andrew Potter, U. S. Dist. Atty., Oklahoma City, Okla.

For the defendants: James E. Work and Coleman Hayes, Oklahoma City, Okla., Herbert A. Bergson and Samuel H. Seymour, Washington, D. C., John Snodgrass and John L. Murchison, Jr., Houston, Tex.

Order Modifying Final Judgment of July 25, 1967

EUBANKS, D. J.: Be it remembered on the 3rd day of March, 1969, the motion of G. W. Murphy Industries, Inc. (formerly Reed Roller Bit Company) (Murphy), to amend the Final Judgment of July 25, 1967, came on regularly to be heard and the Court having been advised that the attorneys for the Plaintiff, United States of America, do not oppose the granting of the Motion of the Defendant Murphy to strike paragraph IV of the Final Judgment of July 25, 1967, thereby permitting the Defendant Murphy to retain all of the assets of AMF American Iron, Inc. acquired by Murphy from American Machine & Foundry Company and the Court having considered the bimonthly reports made by Murphy pursuant to section IV(D) of the Final Judgment regarding the efforts of Murphy to comply with the Final Judgment and the Court having further considered the affidavit of C. M. Kucera, House Counsel and Secretary of the Defendant Murphy which affidavit was admitted into the record in the above entitled and numbered cause and it appearing, on the basis of the bimonthly reports submitted by the Defendant Murphy pursuant to section IV(D), and the affidavit of C. M. Kucera, describing the Company's efforts to comply with the Final Judgment, that the Defendant Murphy has diligently made every effort to effect a sale of the facilities as is provided in paragraph IV of said Final Judgment and it further appearing to the Court that there is no basis for requiring further efforts and attempts to comply with said paragraph IV of the Final Judgment, and the Court being fully advised in the premises,

It is hereby ordered and decreed as follows:

(1) G. W. Murphy Industries, Inc. will be permitted to retain all of the assets of AMF American Iron, Inc., that it acquired pursuant to an agreement with American Machine & Foundry Company and will be permitted to retain or deal with such assets as it desires; and

(2) Paragraph IV of the Final Judgment of July 25, 1967, is, in its entirety, stricken.

United States v. Amateur Softball Association of America, et al

Case No. 73-883-D

Year Judgment Entered: 1974

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA, }
Plaintiff, } Civil Action No. 73-883-D
v. } Filed: December 28, 1973
AMATEUR SOFTBALL ASSOCIATION }
OF AMERICA; } Entered: January 31, 1974
ATHLONE INDUSTRIES, INC.; and }
H. BARKSDALE & SONS, INC., }
Defendants. }

FINAL JUDGMENT

Plaintiff, United States of America, having filed its Complaint herein on December 28, 1973, and Plaintiff and Defendants, by their respective attorneys, having each consented to the making and entry of this Final Judgment, without trial or adjudication of or finding on any issues of fact or law herein and without this Final Judgment constituting any evidence against or admission by any party with respect to any such issues;

NOW, THEREFORE, without any testimony having been taken and upon 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 each of the parties hereto. The Complaint states claims upon which relief may be granted against the 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. §1), commonly known as the Sherman Act.

II

As used in this Final Judgment:

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

- (B) "ASA" shall mean Defendant Amateur Softball Association of America;
- (C) "Athlon" shall mean Defendant Athlon Industries, Inc.;
- (D) "Harwood" shall mean Defendant H. Harwood & Sons, Inc.;
- (E) "Top grade softball" shall mean a softball meeting the specifications set forth in Rule 2, Section 2 of the ASA's 1972 Official Guide, or any subsequent modification thereof;
- (F) "ASA Trademark" shall mean the official Trademark of the ASA (No. 863, 489) or any other trade or service mark which shall hereafter be adopted by the ASA;
- (G) "ASA play" shall mean all regular season, invitational, tournament, or any other softball games officially sanctioned by the ASA.

III

The provisions of this Final Judgment applicable to any Defendant shall also apply to its parent company, if any, and its divisions, subsidiaries, successors, assigns, officers, directors, agents, servants and employees, and to all those persons in active concert or participation with any such Defendant who shall have received actual notice of this Final Judgment by personal service or otherwise. None of the provisions of this Final Judgment shall apply outside of the United States of America, its commonwealths, territories and possessions, to activities which do not in any way affect the foreign or domestic commerce of the United States.

IV

- (A) Each Defendant is ordered and directed to:
 - (1) terminate and cancel on or before the date of entry of this Final Judgment all trademark registrations of its, including those which were originally entered into on March 26, 1969 involving the ASA Trademark, between it and any other Defendant; and

(2) refrain from all reference in printed material (e.g., advertisements, promotional data, pricing documents, correspondence, and forms), published after the date of entry of this Final Judgment, that the top grade softballs manufactured by Harwood and Athlone are the only approved or official softballs for use in ASA play.

(B) Each Defendant is enjoined and restrained, individually and collectively, from entering into, adhering to, enforcing, or claiming, either directly or indirectly, any rights under any contract, agreement, understanding, arrangement, plan or program with any other person to:

- (1) impose unreasonable or discriminatory requirements upon manufacturers with respect to the right to use or display the ASA Trademark;
- (2) designate Harwood or Athlone, or both of them, as the only manufacturers of top grade softballs acceptable for use in ASA play; or
- (3) require, reprimand, or coerce ASA member teams or commissioners to use and/or promote only Harwood's and/or Athlone's top grade softballs for ASA play.

(C) Each Defendant is enjoined and restrained, individually and collectively, from entering into, adhering to, enforcing, or claiming, either directly or indirectly, any rights under any contract, agreement, understanding, arrangement, plan or program with each other or with any third person to require, reprimand, or coerce ASA member teams to use and/or promote only Harwood's and/or Athlone's top grade softballs for ASA play.

V

(A) ASA is enjoined and restrained from entering into, adhering to, or enforcing any agreement, understanding, arrangement, plan or program with any person which would:

- (1) exclude any manufacturer or supplier of top grade softballs from supplying top grade softballs for use in ASA play; or
- (2) restrict the use of top grade softballs by its member teams to those products of manufacturers who have entered into a trademark license agreement with the ASA.

(B) ASA is enjoined and restrained from:

- (1) prescribing any rules, regulations or standards which discriminate among manufacturers of top grade softballs; or
- (2) conditioning the use of any top grade softball in ASA play upon the fact that such softball's manufacturer has or does not have a license to use the ASA Trademark; or
- (3) refusing to license the ASA Trademark to any manufacturer upon the same terms and conditions as it may license any other such manufacturer.

VI

Nothing contained in this Final Judgment shall be deemed to prevent the ASA, through its rule making bodies, from prescribing and adopting reasonable rules and regulations, equipment standards, or other procedures by which the ASA and its members function. Provided, however, that nothing contained in this Section VI shall be used or permitted to circumvent or evade any of the provisions of this Final Judgment or to implement other activities in derogation hereof.

VII

(A) Within 30 days of the date of entry of this Final Judgment, Athlone and Harwood are ordered and directed to furnish a copy of this Final Judgment to each of their officers, directors, and sales managers, who have any responsibilities in the sporting goods area, and, for a period of five years from the date of entry of this Final Judgment, to each of their successors, within 30 days of such successor's appointment.

(B) Within 30 days of the date of entry of this Final Judgment, the ASA is ordered and directed to furnish a copy of this Final Judgment to each of its officers and executive committee members; to each of its state and metro commissioners; and to each domestic top grade softball manufacturer.

(C) In its next regularly scheduled Official Guide and Annual Report publications and in its next 12 regularly scheduled Balls and Strikes publications (noted conspicuously on the front page thereof) after the date of entry of this Final Judgment, ASA is ordered and directed to insert an announcement to ASA members that the top grade softballs of any manufacturer may be used in ASA play.

(D) Within 10 days of compliance with the provisions in Paragraphs (A) through (C) above, each Defendant shall file with this Court, and serve upon Plaintiff, an affidavit as to the fact and manner of such compliance.

VIII

(A) For a period of 10 years from the date of entry of this Final Judgment, ASA is ordered and directed to file with Plaintiff on each anniversary date of this Final Judgment, a report as to the status and terms of any licensing of its Trademark or Trademarks.

(B) 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 such entry, a report setting forth the steps which it has taken during the prior year to advise the Defendant's appropriate officers, directors and employees of its and their obligations under this Final Judgment.

IX

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 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, 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 subject to the reasonable convenience of such Defendant and without restraint or interference from it, to interview any officer, director, or employee of such Defendant, who may have counsel present, regarding any such matters. Any Defendant, upon such written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, made to its principal office, 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 IX shall be divulged by any representatives of the Department of Justice to any persons 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.

X

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, and for the enforcement of compliance herewith and the punishment of violations hereof.

/s/ FRED DAUGHERTY
UNITED STATES DISTRICT JUDGE

Dated: January 31, 1974