

EXHIBIT A:

FINAL JUDGMENTS

(Ordered by Year Judgment Entered)

UNITED STATES v. WORKINGMEN'S AMALGAMATED COUNCIL OF NEW ORLEANS,
STATE OF LOUISIANA, ET AL.

In Equity No. 12143

Year Judgment Entered: 1893



interrupt the trade or commerce among the States of the United States or between the United States and foreign nations and from combining by violence and intimidation to interrupt or hinder those who are at work in conducting or carrying on the interstate and foreign commerce or who are engaged in moving the goods and merchandise which is passing through the city of New Orleans from State to State or to and from foreign countries, until the further order of this court.

March 27, 1893.

(Signed) EDWARD C. BILLINGS, *Judge*.

UNITED STATES
v.
WORKINGMEN'S AMALGAMATED COUNCIL.

CIRCUIT COURT OF THE UNITED STATES,
EASTERN DISTRICT OF LOUISIANA.

THE UNITED STATES
vs.
WORKINGMEN'S AMALGAMATED COUNCIL OF
NEW ORLEANS, STATE OF LOUISIANA, ET AL.

No. 12143. In equity.

This cause came on to be heard at this term upon an application for an injunction on behalf of the complainant and after arguments from the solicitors for the parties, respectively, was submitted on the bill of complaint, answer, affidavits, and exhibits:

On consideration thereof, for the reasons assigned in the written opinion of the court on file, it is ordered, adjudged, and decreed that an injunction issue, enjoining the defendants, as prayed for in the bill, from combining by violence or intimidation or in any other manner to

UNITED STATES v. NEW ORLEANS CHAPTER, ASSOCIATED GENERAL
CONTRACTORS OF AMERICA, INC.

Civil Action No. 249

Year Judgment Entered: 1940

Civil Action No. 249

**In the District Court of the United States
for the Eastern District of Louisiana, New
Orleans Division**

UNITED STATES OF AMERICA, PLAINTIFF

v.

**NEW ORLEANS CHAPTER, ASSOCIATED GENERAL
CONTRACTORS OF AMERICA, INC., DEFENDANT**

COMPLAINT AND CONSENT DECREE

**TOM C. CLARK,
THOMAS J. MURPHY,**

Special Assistants to the Attorney General.

THURMAN ARNOLD,
Assistant Attorney General.

RENE A. VIOSCA,
United States Attorney.

J. SKELLY WRIGHT,
Assistant United States Attorney.

**COMPLAINT FILED JANUARY 15, 1940
DECREE ENTERED JANUARY 15, 1940**



Trade Regulation Reporter - Trade Cases (1932 - 1992), United States of America v. New Orleans Chapter, Associated General Contractors of America, Inc., U.S. District Court, E.D. Louisiana, 1940-1943 Trade Cases ¶56,016, (Jan. 15, 1940)

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United States of America v. New Orleans Chapter, Associated General Contractors of America, Inc.
1940-1943 Trade Cases ¶56,016. U.S. District Court, E.D. Louisiana, New Orleans Division, January 15, 1940.

Civil proceedings under the Sherman Anti-Trust Act against associated construction contractors are terminated, upon agreement of all parties, by entry of a consent decree permanently enjoining the association and its members from including in construction bids arbitrary charges for eventual distribution to unsuccessful bidders or for maintenance of the defendant trade association.

Thurman Arnold, Assistant Attorney General; Tom C. Clark, Thomas J. Murphy, Special Assistants to the Attorney General; Rene A. Viosca, United States Attorney; J. Skelly Wright, Assistant United States Attorney; Attorneys for Plaintiff.

Eberhard P. Deutsch; Attorney for Defendant.

Before Borah, District Judge.

Final Decree

BORAH, D. J.: The United States of America having filed its complaint herein on the 15th day of January 1940, and the defendant having duly appeared by counsel and filed its answer herein; and having consented to the entry of this decree without contest and before any testimony had been taken; and the United States by its counsel having consented to the entry of this decree and to each and every provision thereof, and having moved the Court for this injunction—,

WHEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED as follows:

[Jurisdiction]

I. That the Court has jurisdiction of the subject matter hereof and of the defendant hereto and that the complaint states a cause of action for the purpose of this decree.

[Activities Enjoined]

II. That the defendant and all members thereof and each and all of its respective officers, representatives, agents, servants, successors, employees, and all persons acting or claiming to act on behalf of or under the defendant be and they are hereby perpetually enjoined and restrained:

1. From carrying out or continuing to carry out directly or indirectly, expressly, or impliedly, any combination or conspiracy to restrain interstate trade and commerce through the use of any one or more of the following means, to wit:

[Inclusion of Charges]

(a) The agreeing among themselves or the adopting of any resolution relative thereto, or by any concerted action, whereby members of the defendant association are required to or should include in their bids to be submitted on construction work, arbitrary amounts, determined by the defendant association and its membership, which said amounts would on the award of the construction work be distributed by the successful bidder among the unsuccessful bidders thereon.

(b) The agreeing among themselves or the adopting of any resolution relative thereto, or any concerted action whereby members of the defendant association are required to or should include in their bids to be submitted on

construction work, arbitrary amounts determined by the defendant association, which said amounts are intended to be used for the use and benefit of the defendant association

[*Abetting Enjoined Activities*]

2. From aiding, abetting, inducing, or assisting individually or collectively, others to do any of the things which the defendant is herein restrained from doing.

[*Financing from Dues*]

III. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the defendant association, having submitted to the Court the following resolution for financing of said association in the future:

RESOLVED that the dues of members of the New Orleans Chapter, Associated General Contractors of America, Inc. be and the same are hereby fixed at one-tenth of one (1/10%) per cent of the gross amount of contract work in the Parishes of Orleans, St. Bernard, and Jefferson, Louisiana, awarded to each member during the current year, the dues as to any individual contract to be calculated at not less than ten (\$10.00) dollars nor more than seven hundred fifty (\$750.00) dollars, and all dues to be payable quarterly; provided that the board of directors of the chapter may, by appropriate action, increase or decrease the rate of dues, and may change the basis thereof to make them classified, graduated, or progressive; provided further that no member shall, pursuant to agreement with other members, or under any rule or regulation of this chapter, or otherwise be required to add the amount of his dues to his estimates for contract work; provided further, however, that nothing contained in this resolution shall be construed to prohibit any member from taking into account the element of dues in figuring his bids.

the same appearing to be not inconsistent with the provisions of this injunction, shall be and is hereby declared lawful and made a part of this decree.

[*Access to Records*]

IV. That for the purpose of securing compliance with the judgment, authorized representatives of the Department of Justice shall, upon the request of the Attorney General or an Assistant Attorney General, be permitted access, within the office hours of the defendant, to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or control of the defendant, relating to any of the matters contained in this judgment; that any authorized representative of the Department of Justice shall, subject to the reasonable convenience of the defendant, be permitted to interview officers or employees of the defendant, without interference, restraint, or limitation by the defendant; that the defendant, upon the written request of the Attorney General, shall submit such reports with respect to any of the matters contained in this judgment as may from time to time be necessary for the proper enforcement of this judgment.

[*Retention of Jurisdiction*]

V. That jurisdiction of this cause be, and it hereby is, retained for the purpose of enforcing, enlarging or modifying the terms of this decree upon application of the plaintiff or of any of the defendants.

UNITED STATES v. SHEET METAL ASSOCIATION, ET AL.

Civil Action No. 261

Year Judgment Entered: 1940



UNITED STATES OF AMERICA v. SHEET METAL
ASSOCIATION ET AL., DEFENDANTS.

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE EASTERN DISTRICT OF LOUISIANA, NEW ORLEANS
DIVISION.

Civil Action No. 261.

UNITED STATES OF AMERICA, PLAINTIFF

VS.

SHEET METAL ASSOCIATION, A CORPORATION; LOUIS P.
DURAND; R. J. HOLZER; ERNEST BLATTMANN; WIL-
LIAM B. MATTEL; AMERICAN SHEET METAL WORKS, A
CORPORATION; BLATTMANN-WEESER SHEET METAL
WORKS, INC.; HOLZER SHEET METAL WORKS, INC.;
CHARLES CLOTWORTHY, DOING BUSINESS AS GROES-
BECK-CLOTWORTHY Co., SIDNEY N. PRATS AND MRS.
L. VERNON, DOING BUSINESS AS SIDNEY N. PRATS
SHEET METAL WORKS; H. RICHMOND FAVROT AND
CARL G. FASNACHT, DOING BUSINESS AS FAVROT
ROOFING & SUPPLY Co.; C. D. AUGUSTIN, DOING BUSI-
NESS AS OLYMPIA ROOFING Co.; A. H. WHITE Co.,
LTD.; AND J. J. CLARKE Co., INC., DEFENDANTS.

FINAL DECREE.

The United States of America having filed its com-
plaint herein on the 5th day of February 1940, and each
of the defendants having duly appeared by their respec-
tive counsel and filed their answer herein; and having
consented to the entry of this decree, without contest and
before any testimony had been taken, upon condition
that neither such consent nor this decree shall be con-
sidered an admission or adjudication that any of said
defendants (except defendant Sheet Metal Association)
have violated any statute; and the United States by its
counsel having consented to the entry of this decree and
to each and every provision hereof, and having moved
the Court for this injunction,

WHEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED as
follows:

I. That the Court has jurisdiction of the subject mat-
ter hereof and of all persons and parties hereto and
that the complaint states a cause of action against the
defendants under the Act of Congress of July 2, 1890,
commonly known as the Sherman Antitrust Act.

II. That the defendants and each and all of them and
each and all of their respective officers, representatives,
agents, servants, employees, and all persons acting or
claiming to act on behalf of or under the defendants or
any of them be and they hereby are perpetually enjoined
and restrained:

1. From carrying out or continuing to carry out, di-
rectly or indirectly, expressly or impliedly, the combina-
tion and conspiracy to restrain interstate trade and
commerce alleged and described in the complaint herein
through the use of any one or more of the following
means, to wit:

(a) The holding of meetings by defendant Sheet Metal
Association or by any of the defendants herein or any
group thereof for the purpose of entering and comparing
any bids requested by or to be submitted to general con-
tractors or any other corporations or individuals;

(b) The dissemination or exchange among the mem-
bers of said defendant Sheet Metal Association or among
any of the defendants herein at meetings or in any man-
ner otherwise of any information regarding quantities
of materials or labor necessary to the performance of
any job by any of the defendants herein or of prices to
be charged therefor;

(c) The addition by defendants or either of them to
any bid offered by them, or either of them, for the per-
formance of sheet-metal work, built-up roofing work, or
air-conditioning work of any sum or amount, whether
same be a percentage of said bid or otherwise, for the
purpose of defraying organization, bid depository, or
joint estimating expense.

2. From aiding, abetting, inducing, or assisting, individually or collectively, others to do any of the things which the defendants are herein restrained from doing.

III. That for the purpose of securing compliance with the judgment, authorized representatives of the Department of Justice shall, upon the request of the Attorney General or an Assistant Attorney General, be permitted access, within the office hours of the defendants, to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or control of the defendants or any of them, relating to any of the matters contained in this judgment; that any authorized representative of the Department of Justice shall, subject to the reasonable convenience of the defendants, be permitted to interview officers or employees of defendants, without interference, restraint, or limitation by defendants; that defendants, upon the written request of the Attorney General, shall submit such reports with respect to any of the matters contained in this judgment as may from time to time be necessary for the proper enforcement of this judgment.

IV. That jurisdiction of this cause is retained for the purpose of enforcing or modifying this decree and for the purpose of granting such additional or supplemental relief as may hereafter appear necessary or appropriate.

Dated February 5th, 1940.

(Sig.) WAYNE G. BORAH,
United States District Judge.

UNITED STATES v. ENGINEERING SURVEY AND AUDIT COMPANY, INC., ET AL.

Civil Action No. 276

Year Judgment Entered: 1940

Civil Action No. 276

**In the District Court of the United States for
the Eastern District of Louisiana, New
Orleans Division**

UNITED STATES OF AMERICA

v.

ENGINEERING SURVEY AND AUDIT COMPANY, INC., ET AL.

COMPLAINT AND CONSENT DECREE

TOM C. CLARK,

MARCUS A. HOLLABAUGH,

Special Assistants to the Attorney General.

THURMAN ARNOLD,

Assistant Attorney General.

RENE A. VIOSCA,

United States Attorney.

LEON D. HUBERT, JR.,

Assistant United States Attorney.

COMPLAINT FILED FEBRUARY 21, 1940

DECREE ENTERED FEBRUARY 21, 1940



Trade Regulation Reporter - Trade Cases (1932 - 1992), United States of America v. Engineering Survey and Audit Company, Inc., a corporation; Nola Electric Company, Inc., a corporation; Marks Electrical Construction Company, Ltd., a corporation; Gulf Electric, Inc., a corporation; Industrial Electric Company, Inc., a corporation; Odum & Pflueger Electrical Construction Company, Inc., a corporation; Maritime Electric Company, Inc., a corporation; Orleans Elevator & Electric Company, Inc., a corporation; William A. Barnes, d/b/a Barnes Electric Company; Walter J. Barnes, d/b/a Walter J. Barnes Electric Company; Raymond Voelker, d/b/a Busy Electric Company; J. Otto Kaelin, d/b/a J. Otto Kaelin Electric Company; Edward P. Phillips; Thos. V. Sharp; Fred Perrin; J. N. Nunez; C. H. Appel; New Orleans, Louisiana, Chapter of National Electrical Contractors Association; C. T. Odom; Robert C. Pflueger, Sr.; A. G. A. Wilson; E. M. Brignac; Henry A. Muller; C. H. Dorand; Monte E. Hart; I. G. Marks., U.S. District Court, E.D. Louisiana, 1940-1943 Trade Cases ¶56,019, (Feb. 21, 1940)

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United States of America v. Engineering Survey and Audit Company, Inc., a corporation; Nola Electric Company, Inc., a corporation; Marks Electrical Construction Company, Ltd., a corporation; Gulf Electric, Inc., a corporation; Industrial Electric Company, Inc., a corporation; Odum & Pflueger Electrical Construction Company, Inc., a corporation; Maritime Electric Company, Inc., a corporation; Orleans Elevator & Electric Company, Inc., a corporation; William A. Barnes, d/b/a Barnes Electric Company; Walter J. Barnes, d/b/a Walter J. Barnes Electric Company; Raymond Voelker, d/b/a Busy Electric Company; J. Otto Kaelin, d/b/a J. Otto Kaelin Electric Company; Edward P. Phillips; Thos. V. Sharp; Fred Perrin; J. N. Nunez; C. H. Appel; New Orleans, Louisiana, Chapter of National Electrical Contractors Association; C. T. Odom; Robert C. Pflueger, Sr.; A. G. A. Wilson; E. M. Brignac; Henry A. Muller; C. H. Dorand; Monte E. Hart; I. G. Marks.

1940-1943 Trade Cases ¶56,019. U.S. District Court, E.D. Louisiana, New Orleans Division, February 21, 1940.

Civil proceedings under the Sherman Anti-Trust Act against associated electrical contractors are terminated, upon agreement of all parties, by entry of a consent decree permanently enjoining concerted action by the contractors involving division of profits, pre-submission comparison of contracting bids, addition of fixed, non-competitive percentages for bid depository charges, and maintenance of price-fixing bid depositories.

Thurman Arnold, Assistant Attorney General; Rene A. Viosca, United States Attorney; Leon D. Hubert, Jr., Assistant United States Attorney; Tom C. Clark, Marcus A. Hollabauch, Special Assistants to the Attorney General; Attorneys for Plaintiff.

Morris P. Redmann; Attorney for Defendants.

Before BORAH, District Judge.

[*Consent Decree*]

BORAH, D. J.: This cause coming on to be heard on the 21st day of February 1940, and the defendants having waived process and service and having appeared herein,

[No Admission of Alleged Offenses]

And counsel for the plaintiff and for the defendants having consented to the making and entering of this decree upon condition that neither such consent nor this decree shall constitute or be considered an adjudication nor even an admission that the defendants, or any of them, have in fact violated any statute of the United States of America.

Now, therefore, before any testimony has been taken and in accordance with said consent of counsel, it is hereby

Ordered, adjudged, and decreed as follows;

[Jurisdiction]

1. That the Court has jurisdiction of the subject matter and of all the parties hereto; that the complaint states a cause of action against the defendants under the Act of Congress of July 2, 1890, entitled "An Act To protect trade and commerce against unlawful restraints and monopolies," and the acts amendatory thereof and supplemental thereto.

[Injunction]

2. That the defendants and each of them and all of their respective officers, directors, agents, servants, employees, and all persons acting or authorized to act on behalf of the defendants or any of them, be and they hereby are perpetually enjoined and restrained.

A. From carrying out or continuing, directly or indirectly, expressly or impliedly, any combination and conspiracy in restraint of interstate trade and commerce, in violation of the aforesaid Acts of Congress, in "commercial electrical materials" used in "electrical contracting business" as those materials and that business are defined in the complaint herein, through the use of any one or more of the following means, to wit:

[Profit Sharing]

(a) Distribution among all of the defendants of the profits from commercial work done by any of them;

[Elimination of Bidding Competition]

(b) The exchange with each other, before the submission of bids and with the intent and effect that competition in bidding among the defendants should be restricted, eliminated, and suppressed, of information regarding the quantities of materials and labor and the cost thereof which each believes necessary for the performance of the "commercial work" (as defined in the complaint herein) to which the bid relates, so that each might be able to calculate, in advance of submission, the bid to be submitted by the others;

[Comparison of Proposed Bids]

(c) Comparison of bids requested by or to be submitted to general contractors or others, prior to the submission thereof;

[Bid Depository Charges]

(d) The addition by defendants, or any of them, to any bid offered by them, or any of them, on "commercial electric work," of certain uniform, arbitrary, artificial, and noncompetitive percentages of the total bid price for the bidder's overhead and net profit, such percentages so added being fixed and determined, in advance of the submission of the bid or bids, by agreement of any two or more of the defendants submitting separate bids and/or refraining from bidding on the particular work, and including among the, percentages so added any percentage to be paid (1) to defendant Engineering Survey and Audit Company, Inc., or any other organization performing for defendants the functions heretofore performed by said Engineering Survey and Audit Company, Inc., (2) to any estimating authority created, operated, dominated, or controlled by defendants, (3) to any bid depository or similar common agency of defendants for the deposit of bids created, operated, dominated, or controlled by defendants, or (4) to any one or more electrical contractors other than the contractor or contractors making the particular bid.

[*Maintenance of Bid Depository*]

B. From creating, operating, or participating in the operation of any association of electrical contractors maintaining a bid depository, or similar common agency, for the deposit of bids or similar device designed to arbitrarily maintain or to fix the prices of "commercial materials," or to limit competition in bidding on "commercial work," or having the effect of arbitrarily maintaining or fixing the prices of "commercial materials" or limiting competition and bidding on "commercial electrical work."

[*Abetting Prohibited Activities*]

C. From aiding, abetting, inducing, or assisting, individually or collectively, others to *do* any of the things which the defendants are herein restrained from doing.

[*Retention of Jurisdiction*]

3. That jurisdiction of this cause be and it hereby is retained for the purpose of enforcing, enlarging, or modifying the terms of this decree upon application of the plaintiff or any of the defendants.

UNITED STATES v. NEW ORLEANS ICE DELIVERY CORPORATION

Civil Action No. 2745

Year Judgment Entered: 1952



Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. New Orleans Ice Delivery Corporation, et al., U.S. District Court, E.D. Louisiana, 1952-1953 Trade Cases ¶67,252, (Mar. 25, 1952)

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United States v. New Orleans Ice Delivery Corporation, et al.

1952-1953 Trade Cases ¶67,252. U.S. District Court, E.D. Louisiana, New Orleans Division Civil Action No. 2745. Dated March 25, 1952. Case No. 1017 in the Antitrust Division of the Department of Justice.

Sherman Antitrust Act

Consent Decree—Practices Enjoined in the Manufacture and Distribution of Ice—Dissolution of Delivery Corporation Ordered.—Manufacturers of ice are enjoined by a consent decree from entering into any agreement to fix prices or other terms and conditions of sale for the sale of ice or the furnishing of icing services; to allocate or limit production of ice or the furnishing of icing services; to allocate customers for the sale of ice or the furnishing of icing services; to restrict any person from importing ice into the New Orleans Area or from exporting ice from the Area; to refrain from competition in any market; to exchange among themselves any information relating to sales, orders, costs, prices, discounts, or other terms and conditions for the sale of ice, or the furnishing of icing services, with the effect of violating this decree; to sell or distribute ice or furnish icing services to or through any sales agent or agency which serves as a common sales agent; and to create any plan or program whereby production or distribution of ice or furnishing of icing services is shared. The manufacturers also are enjoined from selling or furnishing ice or icing services upon any condition that the purchaser will purchase other ice or icing services from the seller, or that the purchaser will refrain from purchasing ice and icing services from any other person; acquiring any stock or financial interest in any other person engaged in such business; and being a member of any association the purposes of which are inconsistent with the purposes of this decree.

The manufacturers are ordered to terminate all operations of an ice delivery corporation, to effectuate the dissolution of the corporation, and to file a report of compliance.

For the plaintiff: H. G. Morison, Assistant Attorney General; Horace L. Flurry, Chief, Southwest Office Antitrust Division; Sigmund Timberg, Special Assistant to the Attorney General; and Harry N. Burgess, Trial Attorney.

For the defendants: William J. Guste.

Final Judgment

CHRISTENBERRY, District Judge [*In full text*]: The plaintiff, United States of America, having filed its Complaint herein on April 28, 1950; and all of the parties hereto; by their respective attorneys, having appeared and severally consented to the entry of this Final Judgment without trial and without adjudication of any issue of fact or law herein, and without this Judgment constituting any evidence or admission in respect of any such issue;

Now, therefore, without adjudication of any issue of fact or law herein, and upon the consent as aforesaid of all of the parties hereto, and not upon evidence, it is hereby

Ordered, adjudged and decreed:

I

[*Cause of Action Under Sherman Act*]

That this Court has jurisdiction of the subject matter herein and of all of the parties hereto, and the Complaint states a cause of action against the defendants, and each of them, 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

[*Applicability of Judgment*]

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

III

[*Definitions*]

As used in this Judgment:

- (1) "New Orleans Area" means the City of New Orleans, Louisiana, and the area immediately adjacent thereto.
- (2) "Person" means an individual, partnership, firm, association, corporation, or other legal entity. For the purposes of this Final Judgment any persons which, on the date of the entry of this Final Judgment, occupy the relationship of parent and subsidiary, or which are affiliated through common ownership and control, shall be considered to be one person.

IV

[*Dissolution of Corporation Ordered*]

The defendants are jointly and severally ordered and directed:

- (a) Subject to subsections (b) and (c) of this Section, forthwith to take such steps as may be necessary to terminate, within ninety (90) days after the date of the entry of this Judgment, all of the operations of the defendant New Orleans Ice Delivery Corporation;
- (b) To effectuate, within four (4) months after the date of the entry of this Judgment, the dissolution of the defendant New Orleans Ice Delivery Corporation;
- (c) To file with this Court, and with the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, within five (5) months after the date of the entry of this Judgment, a report setting forth the fact and manner of compliance with subsections (a) and (b) of this Section.

V

[*Practices Prohibited*]

Subject to the provisions of Section IV of this Final Judgment, the defendants are jointly and severally enjoined and restrained from entering into, adhering to, maintaining, enforcing or claiming any rights under, any contract, agreement, understanding, plan or program with any other person, directly or indirectly:

- (a) To fix, determine, stabilize or agree upon the price or prices or other terms and conditions for the sale of ice or the furnishing of icing services;
- (b) To divide, allocate or limit the production of ice or the furnishing or [of] icing services;
- (c) To divide, allocate, or agree upon customers for the sale of ice or the furnishing of icing services;
- (d) To restrict, limit, prevent or hinder any person from importing ice into the New Orleans Area or from exporting ice from the New Orleans Area;
- (e) To refrain from competition or to leave any person free from competition in any territory, field or market;
- (f) To exchange among themselves any information relating to sales, orders or commitments, costs, prices, discounts, or other terms and conditions for the sale of ice, or the furnishing of icing services, with the intent, or effect, of violating any of the provisions of this Final Judgment;

- (g) To sell or distribute ice or furnish icing services to or through any sales, service or distribution agent or agency which serves as a common sales, service or distribution agent or agency for two or more persons;
- (h) To create or participate in any plan or program whereby the production, sale or distribution of ice or the furnishing or [of] icing services is shared, divided, limited, discontinued or prorated.

VI

[Allocation of Manufacture, Conditional Sales, etc., Prohibited]

The defendants are jointly and severally enjoined and restrained from directly or indirectly:

- (a) Formulating, promoting or participating in any plan or program to allocate, apportion or prorate the manufacture, sale or distribution of ice or the furnishing of icing services;
- (b) Selling or furnishing, or causing to be sold or furnished ice or icing services upon any condition, contract, agreement, or under standing, that the purchaser will purchase other ice or icing services from the seller, or that the purchaser will refrain from purchasing ice or obtaining icing services from any person other than the seller thereof;
- (c) Hindering, restricting or preventing, or attempting to hinder, restrict or prevent any person from engaging in the manufacture, sale, or distribution of ice or the furnishing of icing services;
- (d) Acquiring or holding any stock or other financial interest, in, or control over, any other person who manufactures, sells or distributes ice or furnishes icing services for any two or more persons who are also engaged in the manufacture, sale or distribution of ice or the furnishing of icing services.
- (e) Being a member of, participating in the activities of, or contributing anything of value to, any association or organization the purposes or activities of which are in consistent with the purposes and provisions of this Final Judgment.

VII

[Compliance and Visitation]

For the purpose of securing compliance with this Final Judgment duly authorized representatives of the Department of Justice shall, upon written request of the Attorney General or an Assistant Attorney General, and upon 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 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 of the matters contained in this Judgment, and
- (2) subject to the reasonable convenience of said defendant, and without restraint or interference from it, to interview officers and employees of said defendant, who may have counsel present, regarding any such matters.

For the purpose of securing compliance with this Judgment any defendant upon the written request of the Attorney General or an Assistant Attorney General and upon reasonable notice to its principal office, shall submit such reports with respect to any of the matters contained in this Judgment as from time to time may be necessary for the purpose of enforcement of this Final Judgment.

No information obtained by the means provided in this Section shall be divulged by any representative of the Department of Justice to any persons 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 Final Judgment or as otherwise required by law.

VIII

[Jurisdiction Retained]

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

UNITED STATES v. NEW ORLEANS INSURANCE EXCHANGE

Civil Action No. 4292

Year Judgment Entered: 1957



UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA
NEW ORLEANS DIVISION

UNITED STATES OF AMERICA,

Plaintiff

versus

NEW ORLEANS INSURANCE EXCHANGE,

Defendant

NO. 4292

CIVIL ACTION

FINAL JUDGMENT

The plaintiff, United States of America, having filed its complaint herein on January 15, 1954, the defendant, New Orleans Insurance Exchange, having appeared and filed its answer to such complaint, the issues having been tried from May 7, 1956 through May 9, 1956, final argument having been had on December 6, 1956, the Court having entered its Findings of Fact and Conclusions of Law together with its opinion on February 5, 1957, and it appearing to the Court that there is no just reason for delay in entering a Final Judgment, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I.

The Court has jurisdiction of the subject matter hereof and of the parties herein. The defendant, New Orleans Insurance Exchange, has combined and conspired with its members and others to unreasonably restrain and to monopolize and has attempted to monopolize trade and commerce in fire, casualty and surety insurance, in violation of Sections 1 and 2 of the Act of Congress of July 2, 1890 entitled, "An Act to protect trade and commerce against unlawful restraints and monopolies," commonly known as the Sherman Act as amended.

II.

As used in this Final Judgment:

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

(B) "Exchange" shall mean the defendant New Orleans Insurance Exchange, a corporation organized and existing under the laws of the State of Louisiana;

(C) "Insurance" shall mean fire, casualty and surety insurance and each of them;

(D) "Mutual company" shall mean any insurance company in which proprietorship rights are vested in the policyholders rather than stockholders;

(E) "Participating company" shall mean any insurance company which allows its policyholders to participate in the profits of the company through the issuance of dividends or otherwise;

(F) "Agent" shall mean any person engaged in the business of selling insurance as the representative of an insurance company.

III.

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

IV.

(A) The defendant Exchange is ordered and directed, within thirty (30) days from the date this Judgment becomes final, to terminate and cancel in their entirety the following bylaws, rules and regulations:

Article IV - Section 15

Article IX - Section 1

Article IX - Section 2

Article IX - Section 6

Article IX - Section 7

Article X - All Sections

Article XV - Agency Appointments Committee -

Sections 1, 2, 3

Article XVI- All Sections

Article XVII - In its entirety

(B) The defendant Exchange and all those acting in concert with it are enjoined and restrained from maintaining, adopting, adhering to, enforcing or claiming any rights under any bylaw, rule or regulation contrary to or inconsistent with any provision of this Final Judgment.

V.

The defendant Exchange is enjoined and restrained from adopting, entering into, maintaining, adhering to, enforcing or claiming any rights under any bylaw, rule or regulation, or any contract, agreement understanding, plan or program in concert with any member or any other person, having the purpose or effect of:

(A) Any member or any person boycotting or otherwise refusing to do business with any person;

(B) Fixing, establishing, maintaining or determining commissions or other terms or conditions for the sale of insurance;

(C) Fixing, establishing, maintaining or determining the terms or conditions for the brokerage of insurance;

(D) Any member or any person boycotting or otherwise refusing to do business with any person who appoints as agent, or does business with, any nonmember of the Exchange;

(E) Any member or any person boycotting or otherwise refusing to do business with (1) any mutual company or any participating company, or (2) any person who does business with such mutual company or participating company;

(F) Any member or any person boycotting or otherwise refusing to do business with any person who solicits insurance directly from policyholders.

VI.

Defendant Exchange is enjoined and restrained from:

(A) Inspecting or claiming the right to inspect the books or records or otherwise policing the business activities, of any of its members or any other person;

(B) Exacting or claiming the right to exact fines or other punitive damages from any of its members or any other person;

- (C) Receiving or claiming any commissions for the sale of insurance;
- (D) Preventing or restricting any member of the Exchange from engaging in any business.

VII.

Defendant Exchange is ordered and directed to:

- (A) Mail an exact copy of this Final Judgment to each of its members and to each insurance company represented by any member of the Exchange;
- (B) Furnish to each person applying for membership in said Exchange a copy of this Final Judgment upon acceptance of his application for membership;
- (C) Require as a condition of membership in defendant Exchange that each member agree to comply with the terms of the Final Judgment;
- (D) File, within forty-five (45) days from the date that this judgment becomes final, an affidavit with the Clerk of this Court certifying that the copies of the Final Judgment have been mailed in accordance with the provisions of Subsection (A) of this Section VII.

VIII.

Nothing contained in this Final Judgment shall prevent defendant Exchange from expelling from membership any member adjudicated guilty of violating the State of Louisiana insurance laws.

IX.

For the purpose of securing compliance with this Final Judgment and for no other purpose, and subject to any legally recognized privilege, duly authorized representatives of the Department of Justice shall, upon written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to the defendant Exchange made to its principal office, be permitted (1) access during the office hours of the Exchange to those parts of the books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of the Exchange which relate to any of the subject matters contained in this Final Judgment, and (2) subject to the reasonable convenience of the Exchange and without restraint or interference from it to interview officers or employees

of said Exchange, who may have counsel present. No information obtained by the means provided in this Section IX shall be divulged by any representative of the Department of Justice to any person other than a duly authorized employee of the Department except in the course of legal proceedings to which the United States of America is a party for the purpose of securing compliance with this Final Judgment or as otherwise required by law.

X.

One year from the date this judgment becomes effective, the Government shall file in the record a report of the progress on the compliance of the Exchange and its membership with this decree. This report shall be based on an analysis of the books and records of the Exchange and the books and records of the individual members thereof. The report shall show specifically whether or not the boycotts outlawed by this decree have been continued by the membership after the illegal bylaws have been repealed by the Exchange.

XI.

Jurisdiction is retained for the purpose of enabling either 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, for the modification or termination of any of the provisions thereof, and for the enforcement of compliance therewith and punishment of violations thereof.

XII.

Judgment is entered against the defendant Exchange for all costs to be taxed in this proceeding.

New Orleans, Louisiana, March 18, 1957.

/s/ J. Skelly Wright
UNITED STATES DISTRICT JUDGE

UNITED STATES v. MORRIS WOLF, ET AL.

Civil Action No. 5858

Year Judgment Entered: 1957



Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Morris Wolf, also known as Pete Wolf doing business as Wolf & Co.; John P. Godchaux; George H. McFadden & Bro.; Geo. H. McFadden & Bro., Inc.; Weil Brothers-Cotton Incorporated; A. Campdera & Co., Inc.; J. A. Baker & Co.; E. F. Creekmore Co., Inc.; Sternberg-Martin & Company, Inc.; R. L. Dixon & Bro., Inc.; Crespi & Company; and Pell Cotton Company., U.S. District Court, E.D. Louisiana, 1957 Trade Cases ¶68,895, (Dec. 26, 1957)

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

United States v. Morris Wolf, also known as Pete Wolf doing business as Wolf & Co.; John P. Godchaux; George H. McFadden & Bro.; Geo. H. McFadden & Bro., Inc.; Weil Brothers-Cotton Incorporated; A. Campdera & Co., Inc.; J. A. Baker & Co.; E. F. Creekmore Co., Inc.; Sternberg-Martin & Company, Inc.; R. L. Dixon & Bro., Inc.; Crespi & Company; and Pell Cotton Company.

1957 Trade Cases ¶68,895. U.S. District Court, E.D. Louisiana, New Orleans Division. Civil Action No. 5858. Filed December 26, 1957. Case No. 1281 in the Antitrust Division of the Department of Justice.

Sherman Antitrust Act

Combinations and Conspiracies—Consent Decree—Practices Enjoined—Bidding Practices—Preventing Competition—Cotton Merchants.—Cotton merchants were prohibited by a consent decree from entering into any understanding to fix prices on bids or to allocate bids for the purchase of Commodity Credit Corporation cotton; to submit bids, fix bid prices, or allocate bids for the purchase of such cotton by or through a defendant cotton broker or any other person; or to prevent any person from engaging in the cotton catalogue business. Each of the merchants was prohibited from disclosing to any person the price bid (other than in open auction situations) or to bid for Commodity Credit Corporation cotton prior to the expiration of the time specified by the Commodity Credit Corporation for the filing of bids; suggesting to or determining for any other person the prices to be bid for such cotton; submitting bids on such cotton through or for any other person; actively preventing any person from engaging in the cotton catalogue business; or utilizing any persons to give advice as to the price to be bid on specific Commodity Credit Corporation cotton where such person is at the time engaged in giving similar advice to another merchant, broker, or other person eligible to bid.

Department of Justice Enforcement and Procedure—Consent Decrees—Permissive Provisions—Action Directed by United States (Commodity Credit Corporation)—Bona Fide Transactions.—A consent decree entered against cotton merchants provided that the terms of the decree should not be construed to prevent any of the merchants from taking action, or refraining from taking action, affirmatively directed by the United States Government in connection with the purchase or sale of Commodity Credit Corporation cotton. Also, specified bona fide transactions by the cotton merchants were not prohibited by the decree.

Department of Justice Enforcement and Procedure—Consent Decrees—Modification by Defendants.—A consent decree entered against cotton merchants provided that, in the event that any regulation or ruling of the United States Government, in connection with the purchase or sale of Commodity Credit Corporation cotton, operates to cause any merchant undue hardship as a result of compliance with the decree, such merchant may apply to the court for a modification or termination of any terms of the decree to the extent necessary to eliminate such hardship.

Department of Justice Enforcement and Procedure—Consent Decrees—Applicability of Provisions of Decree—Intra-Company Activities.—A consent decree entered against cotton merchants provided that the provisions of the decree should not apply to transactions solely between any defendant and its officers, directors, agents, employees, subsidiaries, affiliates, successors, and assigns or any of them.

For the plaintiff: Victor R. Hansen, Assistant Attorney General; M. Hepburn Many, United States Attorney; and W. D. Kilgore, Jr., Baddia J. Rashid, Max Freeman, Charles L. Beckler, Lewis J. Ottaviani, Charles H. McEnerney, Jr., and William P. Cassedy, Attorneys, Department of Justice.

For the defendants: Ashton Phelps and Taggart Whipple for Geo. H. McFadden & Bro. and Geo. H. McFadden & Bro., Inc.; Louis Oberdorfer and Lloyd N. Cutler for Weil Brothers-Cotton Inc.; Robert R. Ritchie for A. Campdera & Co., Inc.; Harry B. Kelleher for J. A. Baker & Co., E. F. Creekmore Co., Inc., R. L. Dixon & Bro., Inc., and Crespi & Co.; Morris I. Jaffe for Sternberg-Martin & Co., Inc.; and Saul Stone for Pell Cotton Co.

Final Judgment

J. SKELLY WRIGHT, District Judge [*In full text*]: The plaintiff, United States of America, having filed its complaint herein on May 17, 1956, and each of the defendants signatory hereto having appeared and filed an answer herein denying the material averments of the complaint, and asserting its innocence therein, and the plaintiff and the said 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 in respect to any such issue;

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

Ordered, Adjudged and Decreed as follows:

I.

[*Sherman Act*]

This Court has jurisdiction of the subject matter of this action and of the parties signatory hereto. The complaint states a claim for relief against the defendants signatory hereto 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.

[*Applicability of Judgment*]

The provisions of this Final Judgment applicable to any defendant signatory hereto shall apply to each such defendant and to its officers, directors, agents, employees, subsidiaries, successors and assigns, and to all persons in active concert or participation with any defendant who shall have received actual notice of this Final Judgment by personal service or otherwise, but shall not apply to transactions solely between any such defendant and its said officers, directors, agents, employees, subsidiaries, affiliates, successors and assigns or any of them.

III.

[*Definitions*]

As used herein:

- (A) "CCC cotton" shall mean cotton owned and which is offered for sale by the Commodity Credit Corporation;
- (B) "Cotton merchant" shall mean a person engaged in the business of buying, selling or otherwise trading in cotton;
- (C) "Cotton merchant defendants" shall mean all defendants, except defendants Morris Wolf and John P. Godchaux, and each of them;
- (D) "Cotton catalogue business" shall mean the collecting, compiling, publishing, disseminating or communicating of any list or catalogue setting forth or listing CCC cotton available for sale by the Commodity Credit Corporation, indicating quantities and location of each grade and staple;

(E) "Person" shall mean an individual, partnership, firm, association, corporation or any other business or legal entity, other than a common or contract carrier;

(F) "Subsidiary" shall mean in respect of any company, a corporation, 50 per cent or more of whose stock entitled to vote for the election of directors is owned or controlled directly or indirectly by that company;

(G) "Affiliate" shall mean a person which is, directly or indirectly, through one or more intermediaries, controlled by, or under common control with, another person, control for the purpose of this subsection being ownership in a corporation of 80 per cent or more of the stock entitled to vote for the election of directors, or an interest in a partnership of 80 per cent or more.

IV.

[*Collusive Bidding Practices*]

Each defendant signatory hereto is enjoined and restrained from entering into, participating in, adhering to or maintaining, directly or indirectly, any contract, combination, concert of action, agreement, understanding, plan or program between such defendant and any other defendant, any broker or any other person eligible to buy CCC cotton to:

(A) fix prices on bids to be submitted for the purchase of CCC cotton;

(B) allocate bids between or among any persons for the purchase of CCC cotton;

(C) submit bids, fix bid prices or allocate bids between or among any persons for the purchase of CCC cotton by or through Morris Wolf or any third person;

(D) prevent or deter, or attempt to prevent or deter, any person from entering into or engaging in the cotton catalogue business.

V.

[*Disclosure of Bid*]

Each defendant signatory hereto is enjoined and restrained from disclosing or transmitting to any person (other than Commodity Credit Corporation) the price bid (other than in open auction situations) or to be bid for CCC cotton prior to the expiration of the time specified by Commodity Credit Corporation for the filing of bids.

VI.

[*Individual Bidding Practices*]

Each defendant signatory hereto is enjoined and restrained from:

(A) suggesting to or determining for any other person the prices to be bid for CCC cotton;

(B) submitting bids on CCC cotton through or for any other person;

(C) actively preventing or deterring any person from entering into or engaging in the cotton catalogue business;

(D) utilizing any person to give advice as to the price to be bid on specific CCC cotton where such person is at the time engaged in giving similar advice to another cotton merchant, broker or other person eligible to bid.

VII.

[*Transactions Not Prohibited*]

The terms of this Final Judgment shall not be construed to prohibit bona fide transactions:

(A) With respect to "rights" to purchase CCC cotton. For the purposes of this section VII(A), a bona fide transaction in "rights" shall mean a transaction in which a cotton merchant submits, or directly causes to be submitted, a bid for specific CCC cotton at a price disclosed to, agreed to, or suggested or determined by, any person from or to whom such cotton merchant has bought or sold, contracted to buy or sell, or assigned

the “right” to bid upon and purchase from Commodity Credit Corporation, CCC cotton in a quantity equal to a quantity of substitute cotton exported in foreign commerce;

(B) In which a cotton merchant submits or causes to be submitted for a customer a bid for specific CCC cotton at a price disclosed to, agreed to, suggested or determined by, such customer:

(C) In which a defendant signatory hereto submits or causes to be submitted a bid, not contra to any Commodity Credit Corporation regulation or announced policy, for specific CCC cotton at a price disclosed to, agreed to, or suggested or determined by, the defendant and either (1) one other cotton merchant who shares in the profits and losses on the purchase and sale of such CCC cotton, neither of whom would otherwise have bid for such CCC cotton, or (2) one other person not a cotton merchant (excluding from the meaning of the term cotton merchant a person primarily engaged in the spinning or ginning of cotton who buys or sells cotton incidentally thereto) who shares in the profits and losses on the purchase and sale of such CCC cotton.

VIII.

[*Government Action—Modification*]

(A) The terms of this Final Judgment shall not be construed to prevent any defendant signatory hereto from taking action, or refraining from taking action, affirmatively directed by the United States Government in connection with the purchase or sale of CCC cotton.

(B) In the event that subsequent to the entry of this Final Judgment, any of the regulations or rulings of the United States Government in connection with the purchase or sale of CCC cotton operate to cause any defendant signatory hereto undue hardship, with respect to the bidding for CCC cotton, as a result of its compliance with this Final Judgment, such defendant may apply to this Court, with ten days' notice thereof to the plaintiff, for a modification or termination of any of the terms of this Final Judgment to the extent necessary to eliminate such hardship; provided that the burden of establishing that this Final Judgment so operates shall be on the defendant making such application; and provided further that the plaintiff reserves the right to oppose such application.

IX.

[*Inspection and Compliance*]

For the purpose of securing compliance with this Final Judgment, duly authorized representatives of the Department of Justice shall, on written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to any defendant signatory hereto made to its principal office, be permitted, subject to any legally recognized privilege, (a) access, during the office hours of such defendant, to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of such defendant, relating to any of the matters contained in this Final Judgment; and (b) subject to the reasonable convenience of any defendant, and without restraint or interference from it, to interview officers and employees of such defendant who may have counsel present, regarding any such matters; and upon such written request, any such defendant shall submit such written reports with respect to any of the matters contained in this Final Judgment as may be reasonably necessary for the purpose of enforcement of this Final Judgment. 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 Department except in the course of legal proceedings for the purpose of securing compliance with this Final Judgment in which the United States is a party or as otherwise required by law.

X.

[*Jurisdiction Retained*]

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

UNITED STATES v. BATON ROUGE INSURANCE EXCHANGE

Civil Action No. 2088

Year Judgment Entered: 1958



Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Baton Rouge Insurance Exchange., U.S. District Court, E.D. Louisiana, 1958 Trade Cases ¶69,068, (Jun. 21, 1958)

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

United States v. Baton Rouge Insurance Exchange.

1958 Trade Cases ¶69,068. U.S. District Court, E.D. Louisiana, Baton Rouge Division. Civil Action No. 2088. Filed June 21, 1958. Case No. 1397 in the Antitrust Division of the Department of Justice.

Sherman Antitrust Act

Combinations and Conspiracies—Monopolies—Consent Decree—Practices Enjoined—Group Boycott.—

A local association of insurance agents and solicitors was prohibited by a consent decree from entering into any understanding, in concert, with any member or any other person having the purpose or effect of (1) boycotting or otherwise refusing to do business with any person, (2) boycotting or otherwise refusing to do business with any person who appoints as agent, or does business with, any non-member of the association, (3) boycotting or otherwise refusing to do business with any mutual or participating company or any person who does business with such mutual or participating company, or (4) boycotting or otherwise refusing to do business with any person who solicits insurance directly from policyholders.

Combinations and Conspiracies—Monopolies—Consent Decree—Practices Enjoined—Fixing

Commissions and Terms for Sale of Insurance.—A local association of insurance agents and solicitors was prohibited by a consent decree from entering into any understanding, in concert, with any member or any other person having the purpose or effect of (1) fixing commissions or other terms for the sale of insurance or (2) fixing the terms or conditions for the brokerage of insurance.

Combinations and Conspiracies—Monopolies—Consent Decree—Practices Enjoined—Allocation of

Customers and Commissions.—A local association of insurance agents and solicitors was prohibited by a consent decree from entering into any understanding, in concert, with any member or any other person having the purpose or effect of (1) soliciting business from or writing insurance for any person or (2) allocating or assigning customers, fields, or commissions for the sale of insurance. The association was also enjoined from receiving commissions for the sale of insurance and from preventing or restricting any of its members from engaging in any business.

Combinations and Conspiracies—Consent Decree—Practices Enjoined—Trade Associations—Policing

Activities.—An association of insurance agents and solicitors was prohibited by a consent decree from (1) inspecting the records or otherwise policing the business activities of its members or any other person, (2) exacting fines or other punitive damages from any of its members or any other person, (3) receiving or claiming any commissions for the sale of insurance, or (4) preventing or restricting any of its members from engaging in any business.

Department of Justice Enforcement and Procedure—Consent Decree—Enforcement—Government

Report.—A consent decree entered against an association of insurance agents and solicitors provided that the Government should file in the record, 18 months from the date of the decree, a report of the progress on the compliance of the association and its membership with the decree. The report, to be based on the books and records of the association and its members, was to show “specifically whether or not the boycotts outlawed by this decree have been continued by the membership after the illegal by-laws have been repealed” by the association.

For the plaintiff: Victor R. Hansen, Assistant Attorney General; M. Hepburn Many, United States Attorney; and William D. Kilgore, Jr., Baddia J. Rashid, Edward R. Kenney, William H. Rowan, and Charles F. B. McAleer, Attorneys, Department of Justice.

For the defendant: Kantrow, Spaht, West & Kleinpeter by Carlos G. Spaht.

Final Judgment

J. SKELLY WRIGHT, District Judge [*In full text*]: The plaintiff, United States of America, having filed its complaint herein on June 27, 1958, the defendant Baton Rouge Insurance Exchange, having appeared and filed its answer to such complaint denying the substantive allegations thereof; and the plaintiff and said defendant by their respective attorneys having consented to the entry of this Final Judgment without trial or adjudications of" any issue of fact or law herein, and without any admission by any of the parties 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 signatory hereto, it is hereby

Ordered, Adjudged and Decreed as follows:

I

[*Sherman Act*]

The Court has jurisdiction of the subject matter hereof and of the parties herein. The complaint states claims against the defendant upon which relief may be granted under Sections 1 and 2 of the Act of Congress of July 2, 1890 entitled, "An Act to protect trade and commerce against unlawful restraints and monopolies," commonly known as the Sherman Act, as amended.

II

[*Definitions*]

As used in this Final Judgment:

- (A) "Person" shall mean any individual, corporation, partnership, association or any other business or legal entity;
- (B) "Exchange" shall mean the defendant Baton Rouge Insurance Exchange, a corporation organized and existing under the laws of the State of Louisiana;
- (C) "Insurance" shall mean fire, marine, aircraft, casualty, surety and allied insurance and each of them;
- (D) "Mutual company" shall mean any insurance company in which proprietorship rights are vested in the policyholders rather than stockholders;
- (E) "Participating company" shall mean any insurance company which allows its policyholders to participate in the profits of the company through the issuance of dividends or otherwise;
- (F) "Agent" shall mean any person engaged in the business of selling insurance as the representative of an insurance company.

III

[*Applicability of Decree*]

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

IV

[*Cancellation of By-Laws*]

- (A) The defendant Exchange is ordered and directed, within thirty (30) days from the date this Judgment becomes final, to terminate and cancel in their entirety the following by-laws, rules and regulations:

Article III—Par. 13

Article VII—In its entirety

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Article VIII—In its entirety

Article XI—Par. on Committee on Agency Appointments

Article XII—Par. on Committee on Agency Appointments

Article XIII—In its entirety

Article XIV—In its entirety

(B) The defendant Exchange and all those acting in concert with it are enjoined and restrained from maintaining, adopting, adhering to, enforcing or claiming any rights under any by-law, rule or regulation contrary to or inconsistent with any provision of this Final Judgment.

V

[*Agreements Prohibited*]

The defendant Exchange is enjoined and restrained from adopting, entering into, maintaining, adhering to, enforcing or claiming any rights under any by-law, rule or regulation, or any contract, agreement, or understanding, plan or program in concert with any member or any other person, having the purpose or effect of:

- (A) Any member or any person boycotting or otherwise refusing to do business with any person;
- (B) Fixing, establishing, maintaining or determining commissions or other terms or conditions for the sale of insurance;
- (C) Fixing, establishing, maintaining or determining the terms or conditions for the brokerage of insurance;
- (D) Any member or any person boycotting or otherwise refusing to do business with any person who appoints as agent, or does business with, any non-member of the Exchange;
- (E) Any member or any person boycotting or otherwise refusing to do business with (1) any mutual company or any participating company, or (2) any person who does business with such mutual company or participating company;
- (F) Any member or any person boycotting or otherwise refusing to do business with any person who solicits insurance directly from policyholders;
- (G) Soliciting business from or writing insurance for any person;
- (H) Allocating, dividing or assigning customers, fields or commissions for the sale of insurance.

VI

[*Practices Prohibited*]

Defendant Exchange is enjoined and restrained from;

- (A) Inspecting or claiming the right to inspect the books or records or otherwise policing the business activities, of any of its members or any other person;
- (B) Exacting or claiming the right to exact fines or other punitive damages from any of its members or any other person;
- (C) Receiving or claiming any commissions for the sale of insurance;
- (D) Preventing or claiming any member of the Exchange from engaging in any business.

VII

[*Notice of Judgment*]

Defendant Exchange is ordered and directed to:

- (A) Mail an exact copy of this Final Judgment to each of its members and to each insurance company represented by any member of the Exchange;
- (B) Furnish to each person applying for membership in said Exchange a copy of this Final Judgment upon acceptance of his application for membership;
- (C) Require as a condition of member ship in defendant Exchange that each member agree to comply with the terms of the Final Judgment;
- (D) File, within forty-five (45) days from the date that this judgment becomes final, an affidavit with the Clerk of this Court certifying that the copies of the Final Judgment have been mailed in accordance with the provisions of Subsection (A) of this Section VII.

VIII

[*Permissive Provision*]

Nothing contained in this Final Judgment shall prevent defendant Exchange from expelling from membership any member adjudicated guilty of violating the State of Louisiana insurance laws.

IX

[*Inspection and Compliance*]

For the purpose of securing compliance with this Final Judgment and for no other purpose, and subject to any legally recognized privilege, duly authorized representatives of the Department of Justice shall, upon written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to the defendant Exchange made to its principal office, be permitted (1) access during the office hours of the Exchange to those parts of the books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of the Exchange which relate to any of the subject matters contained in this Final Judgment, and (2) subject to the reasonable convenience of the Exchange and without restraint or interference from it to interview officers or employees of said Exchange, who may have counsel present. Upon written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, said defendant shall submit such reports in writing with respect to the matters contained in this Final Judgment as may from time to time be necessary to the enforcement of this Final Judgment. No information obtained by the means provided in this Section IX shall be divulged by any representative of the Department of Justice to any person other than a duly authorized employee of the Department except in the course of legal proceedings to which the United States of America is a party for the purpose of securing compliance with this Final Judgment or as otherwise required by law.

X

[*Report on Compliance*]

Eighteen months from the date this judgment becomes effective, the Government shall file in the record a report of the progress on the compliance of the Exchange and its membership with this decree. This report shall be based on an analysis of the books and records of the Exchange and the books and records of the individual members thereof. The report shall show specifically whether or not the boycotts outlawed by this decree have been continued by the membership after the illegal by-laws have been repealed by the Exchange.

XI

[*Jurisdiction Retained*]

Jurisdiction is retained for the purpose of enabling either 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, for the modification or termination of any of the provisions thereof, and for the enforcement of compliance therewith and punishment of violations thereof.

UNITED STATES v. ARCHER-DANIELS-MIDLAND COMPANY, ET AL.

Civil Action No. 70-1545

Year Judgment Entered: 1970



**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA
NEW ORLEANS DIVISION**

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 70-1545
	)	
ARCHER-DANIELS-MIDLAND	)	Entered: July 16, 1970
COMPANY; and GARNAC GRAIN	)	
COMPANY, INC.,	)	
	)	
Defendants.	)	

FINAL JUDGMENT

The complaint having been filed herein on June 15, 1970, the plaintiff and said defendants, by their respective attorneys, having consented to the entry of this Final Judgment, without trial or adjudication of any issue of fact or law herein and without this Final Judgment constituting evidence or admission by any party with 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 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 consenting hereto. 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

As used in this Final Judgment:

(A) "Elevator" shall mean any grain elevator owned or operated by a defendant in the United States, including the one located in Destrehan, Louisiana, which is the facility as to which the complaint herein was specifically directed;

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

III

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

IV

After October 1, 1970, the defendants are each enjoined and restrained from:

(A) Conditioning, directly or indirectly, the loading by any person at any elevator upon any requirement or understanding that stevedoring services of any particular person be utilized;

(B) Entering into any contract, agreement or understanding (except where a defendant is the charterer or subcharterer or is bearing the cost of stevedoring services) with the owner or charterer of any vessel that a defendant may or will select the person which will provide stevedoring services for loading any vessel at any elevator; or

(C) Denying or otherwise restricting any person access to and the use of the facilities at the terminal or dock of an elevator in order to provide stevedoring services for loading at the elevator;

Provided, however, that the provisions of this Section IV shall not prohibit the defendants from establishing and enforcing regulations for access to and use of the facilities at an elevator, and the conduct of stevedoring operations thereat, provided that such regulations are reasonable and applied without discrimination to all persons seeking such access and use.

V

The defendants are ordered and directed to mail a copy of this Final Judgment to each stevedoring company operating in the vicinity of each elevator, within thirty (30) days after the effective date of this Final Judgment, and to mail to the Department of Justice a list of the stevedoring companies to whom a copy of the Final Judgment is sent.

VI

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 made to the defendant's principal office, be permitted, subject to any legally recognized privilege:

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

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

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 and under oath or affirmation if so requested, with respect to 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 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 is retained for the purpose of enabling any party consenting to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the modification or termination of any of the provisions herein, for the enforcement of compliance herewith and the punishment of violations hereof.

Dated: July 15, 1970

/s/ FRED J. CASSIBRY

Judge
U. S. District Court

UNITED STATES v. BUNGE CORPORATION

Civil Action No. 70-1546

Year Judgment Entered: 1970



UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA
NEW ORLEANS DIVISION

UNITED STATES OF AMERICA,
Plaintiff,
v.
BUNGE CORPORATION,
Defendant.

Civil Action No. 70-1546

Entered: July 16, 1970

FINAL JUDGMENT

The complaint having been filed herein on June 15, 1970, the plaintiff and said defendant, by their respective attorneys, having consented to the entry of this Final Judgment, without trial or adjudication of any issue of fact or law herein and without this Final Judgment constituting evidence or admission by any party with 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 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 consenting hereto. The complaint states claims upon which relief may be granted against the defendant under Sections 1 and 2 of the Act

of Congress of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies," commonly known as the Sherman Act, as amended.

II

As used in this Final Judgment:

(A) "Elevator" shall mean any grain elevator owned or operated by the defendant in the United States, including the one located in Destrehan, Louisiana, which is the facility as to which the complaint herein was specifically directed;

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

III

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

IV

After October 1, 1970, the defendant is enjoined and restrained from:

(A) Conditioning, directly or indirectly, the loading by any person at any elevator upon any requirement or understanding that stevedoring services of any particular person be utilized;

(B) Entering into any contract, agreement or understanding (except where the defendant is the charterer or subcharterer or is bearing the cost of stevedoring services) with the owner or charterer of any vessel that the defendant

may or will select the person which will provide stevedoring services for loading any vessel at any elevator; or

(C) Denying or otherwise restricting any person access to and the use of the facilities at the terminal or dock of an elevator in order to provide stevedoring services for loading at the elevator;

Provided, however, that the provisions of this Section IV shall not prohibit the defendant from establishing and enforcing regulations for access to and use of the facilities at an elevator, and the conduct of stevedoring operations thereat, provided that such regulations are reasonable and applied without discrimination to all persons seeking such access and use.

V

The defendant is ordered and directed to mail a copy of this Final Judgment to each stevedoring company operating in the vicinity of each elevator, within thirty (30) days after the effective date of this Final Judgment, and to mail to the Department of Justice a list of the stevedoring companies to whom a copy of the Final Judgment is sent.

VI

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 made to the defendant's principal office, be permitted, subject to any legally recognized privilege:

(A) access during the office hours of defendant,

to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of defendant which relate to any matter contained in this Final Judgment; and

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

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 and under oath or affirmation if so requested, with respect to 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 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 is retained for the purpose of enabling any party consenting to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the modification or termination of any of the provisions herein, for the enforcement of compliance herewith and the punishment of violation hereof.

Dated: July 15, 1970

/s/ FRED J. CASSIBRY
Judge
U.S. District Court

UNITED STATES v. NEW ORLEANS CHAPTER, ASSOCIATED GENERAL
CONTRACTORS OF AMERICA, INC.

Civil Action No. 14190
Division "A"

Year Judgment Entered: 1970



Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. New Orleans Chapter, Associated General Contractors of America, Inc., U.S. District Court, E.D. Louisiana, 1970 Trade Cases ¶73,229, (Jul. 17, 1970)

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

United States v. New Orleans Chapter, Associated General Contractors of America, Inc.

1970 Trade Cases ¶73,229. U.S. District Court, E.D. Louisiana, New Orleans Division. Civil Action No. 14190 Division "A". Entered July 17, 1970. Case No. 1777 in the Antitrust Division of the Department of Justice.

Sherman Act

Trade Associations—Restraints on Construction Bids—Restrictive Bidding Rule—Consent Decree.

—A trade association of New Orleans building contractors was barred by a consent decree from enforcing or adhering to any restrictive bidding rule preventing its general contractor members from submitting bids on projects where the owner or architect solicited bids directly from subcontractors. The association also was barred from directly or indirectly agreeing to refuse to bid on building construction projects in the New Orleans Metropolitan area where the owner or architect desires to take bids directly from one or more classifications of subcontractors or from enforcing any by-law, rule or regulation to this effect. Any restrictive bidding rule must be eliminated from the association's by-laws and publication of the substantive terms of the judgment must be inserted in a trade magazine.

For the plaintiff: Richard W. McLaren, Asst. Atty. Gen., Baddia J. Rashid, W. D. Kilgore, Jr., Allen A. Dobey, Charles L. Beckler, Arthur A. Feiveson and C. Brooke Armat, Attys., Dept. of Justice.

For the defendant: Deutsch, Kerrigan & Stiles, by R. Emmett Kerrigan, New Orleans, La. and Hogan & Hartson, by George W. Wise, Washington, D. C.

Final Judgment

CHRISTENBERRY, D. J.: Plaintiff, United States of America, having filed its complaint herein on January 28, 1964, and defendant having filed its answer to said complaint denying the substantive allegations thereof, and plaintiff and defendant by their respective attorneys having consented to the making and entry of this Final Judgment with respect to "Bidding Rule C" without admission by either party respecting the allegations of the complaint relating only to "Bidding Rule C," summary judgment having been entered against the defendant by this Court on June 24, 1969, as to the remaining issues in this case;

Now, Therefore, before any testimony has been taken herein, without trial or adjudication of any issues of fact or law herein with respect to "Bidding Rule C," and upon 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 claims for relief against the defendant under Section 1 of the Act of Congress of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies," commonly known as the Sherman Act, as amended.

II

[Definitions]

As used in this Final Judgment:

(A) "New Orleans Metropolitan area" is comprised of the cities and towns of New Orleans, Metairie, Michoud, Jefferson, Gretna, Marrero, Kenner, Chalmette, Harvey, Westwego, Harahan, Slidell, Arabi, Terrytown, Bridge City, Mandeville and St. Rose, in the State of Louisiana;

(B) "General contractor" means a contractor or contracting firm engaged in the business of constructing, altering, remodeling, building additions to, renovating, reconstructing or repairing commercial buildings, manufacturing plants, hospitals, schools, Government buildings, religious institutions, libraries and similar structures, under direct contract with the owner or architect. General contractors sometimes perform all phases of a given construction project, and sometimes they arrange with subcontractors for the performance of certain mechanical and other special items or phases of the project;

(C) "Subcontractor" means a contractor or contracting firm engaged in the business of performing one or more mechanical or other specialized types of work in or upon structures or buildings, usually including the installation of equipment;

(D) "Bidding Rule C" means Rule C of the Bidding Rules of the Association's by-laws, providing:

C. Work to be Included.

Competitive bids shall not be submitted on any project unless all of the items necessary to complete the job are included in the bid on the general contract. All items entering into the general contractor's bid are to be based upon prices, costs and estimates solicited or otherwise obtained directly by the general contractor from the subcontractors or vendors involved. This Rule is intended to prohibit members from submitting competitive bids in cases where the owner or architect takes bids direct from one or more classifications of subcontractors.

III

[*Applicability*]

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

IV

[*Elimination of "Bidding Rule C"*]

The defendant is required to amend its by-laws so as to eliminate therefrom "Bidding Rule C" as defined in Section II(D) above.

V

[*Solicitation of Bids*]

The defendant is hereby:

(A) Perpetually enjoined from enforcing or adhering to "Bidding Rule C as defined in Section II(D) above;

(B) Perpetually enjoined from adhering to or enforcing or claiming any rights under any by-law, rule or regulation having any purpose or effect contrary to or inconsistent with any of the provisions of this Final Judgment;

(C) Perpetually enjoined from directly or indirectly agreeing to refuse to bid on building construction projects in the New Orleans Metropolitan area where the owner or architect desires to take bids directly from one or more classifications of subcontractors.

VI

[*Notification*]

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The defendant shall within sixty (60) days after the entry of this judgment cause to be inserted in the trade magazine "Constructor" a notice which shall fairly and fully apprise the readers thereof of the substantive terms of this Final Judgment. Said notice shall be repeated in at least three consecutive issues of said trade magazine. Defendant shall file with the Court proof of compliance with this paragraph.

VII

[Compliance and Inspection]

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

(A) Reasonable access, during office hours of the 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;

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

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

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

VIII

[Retention of Jurisdiction]

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

UNITED STATES v. TIDEWATER MARINE SERVICE, INC., ET AL.

Civil Action No. 68-97

Section E

Year Judgment Entered: 1971



Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Tidewater Marine Service, Inc., Twenty Grand Marine Service, Inc., Tidex, Inc., and Pan Marine Service, Inc., U.S. District Court, E.D. Louisiana, 1971 Trade Cases ¶73,705, (Oct. 26, 1971)

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

United States v. Tidewater Marine Service, Inc., Twenty Grand Marine Service, Inc., Tidex, Inc., and Pan Marine Service, Inc.

1971 Trade Cases ¶73,705. U.S. District Court, E.D. Louisiana, New Orleans Division. Civil Action No. 68-97, Section E. Entered October 26, 1971. Case No. 1984, Antitrust Division, Department of Justice.

Clayton Act

Acquisitions and Mergers—Divestiture—Charter Vessels—Consent Decree.—A consent decree required a charter vessel firm to divest at least eight of twenty-four supply and utility boats acquired from another charter vessel firm through merger. The vessels, located in the Gulf of Mexico, must be divested to a person or persons in a manner first approved by the government. In addition, the divesting vessel charter firm may not acquire, for a period of five years, any company that operates five or more supply and utility boats in the Gulf of Mexico, or acquire separately or as a part of a merger or acquisition any supply and utility boats from anyone engaged in the business of providing supply and utility boats to oil companies, and other companies engaged in offshore exploration, recovery and production of petroleum products in the Gulf of Mexico, without prior governmental approval, according to the order.

For plaintiff: Richard W. McLaren, Asst. Atty. Gen., Baddia J. Rashid, Bernard M. Hollander, Joseph J. Saunders and Joel Davidow.

For defendants: Louis B. Porterie.

Final Judgment

CASSIBRY, D. J.: Plaintiff, United States of America, having filed its complaint herein on January 16, 1968, seeking to enjoin an alleged violation of [Section 7 of the Clayton Act](#) (15 U. S. C. Sec. 18); and defendants having filed their joint answer, and plaintiff's Motion for a Preliminary Injunction having been denied; 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 final 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, the Court being advised and having considered the matter, it is hereby

Ordered, Adjudged and Decreed as follows:

I

[Jurisdiction]

This Court has jurisdiction of the subject matter of this action and of the parties hereto. The complaint states a claim upon which relief may be granted against Tidewater Marine Service, Inc. 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.

[Definitions]

As used in this Final Judgment, "Tidewater Marine" means defendant Tidewater Marine Service, Inc. of New Orleans, Louisiana.

III.

[*Applicability*]

The provisions of this Final Judgment shall be binding upon Tidewater Marine and upon its officers, directors, agents, servants, employees, 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.

[*Divestiture*]

Tidewater Marine shall, within three (3) years, dispose of at least eight (8) of the twenty-four (24) supply and utility boats which were acquired from Twenty Grand, Inc., and which are located in the Gulf of Mexico to a person or persons and in a manner first approved by the plaintiff. (List attached of all such vessels in Exhibit I) [not reproduced]. Preference shall be granted to prospective purchasers who intend to use the purchased boats in the Gulf of Mexico.

V.

[*Future Acquisitions*]

Tidewater Marine for a period of five (5) years shall not acquire any company that operates five or more supply and utility boats in the Gulf of Mexico, or acquire separately or as part of a merger or acquisition any supply and utility boats from anyone engaged in the business of providing supply and utility boats to oil companies, and other companies engaged in offshore exploration, recovery and production of petroleum products in the Gulf of Mexico, unless permission is first obtained from the Attorney General. This shall not in any manner restrict "Tidewater Marine" from acquiring boats from builders or through construction for its own account.

VI.

[*Inspection and Compliance*]

(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 Tidewater Marine at its principal office, be permitted:

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

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

(B) Tidewater Marine, upon such written request, 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 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 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.

VII

[*Jurisdiction Retained*]

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.

UNITED STATES v. VENICE WORK VESSELS, INC., ET AL.

Civil No. 67-1623

Section "G"

Year Judgment Entered: 1972



UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA
NEW ORLEANS DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	CIVIL NO. 67-1623
v.	)	
	)	SECTION "G"
VENICE WORK VESSELS, INC.;	)	
LEANDER H. PEREZ, SR.;	)	
LUKE A. PETROVICH;	)	
WARREN J. O'BRIEN; and	)	
THOMAS POPICH,	)	
	)	
Defendants.	)	

FINAL JUDGMENT

Plaintiff, United States of America, having filed its Complaint herein on November 6, 1967, each of the defendants named therein (except Leander H. Perez, Sr., notice of whose death was filed with the Court on May 7, 1969, and who is therefore no longer a defendant), having appeared and filed answers denying the substantive allegations of said Complaint, and the plaintiff and each of the defendants, by their respective attorneys, having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, and without this Final Judgment constituting any evidence or admission by any party with respect to any such issue:

NOW, THEREFORE, before the taking of any testimony and without trial or adjudication of any issue of fact or law

herein, and upon consent of the parties hereto, it is hereby
ORDERED, ADJUDGED, AND DECREED as follows:

I

This Court has jurisdiction of the subject matter herein and of the parties consenting hereto. The Complaint states claims upon which relief may be granted against the defendants, and each of them, under Sections 1 and 2 of the Act of Congress of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopolies," as amended, commonly known as the Sherman Act.

II

For the purpose of the Final Judgment:

(A) "Defendants" means Venice Work Vessels, Inc., Luke A. Petrovich, Warren J. O'Brien and Thomas Popich;

(B) "WV" means Venice Work Vessels, Inc.;

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

(D) "Plaquemines Area" means Plaquemines Parish, Louisiana and the areas of the State of Louisiana adjacent thereto, including the lower Mississippi River, canals and other waterways within or proximate to the aforesaid Parish, and coastal waters proximate to the aforesaid areas of the State of Louisiana;

(E) "Work vessels" means luggers (150 to 300 horsepower class) and tugs (300 to 1200 horsepower class) employed by the oil, gas, and mineral industries in the Plaquemines Area;

(F) "Casual charter" means the short term rental of work vessels on either an hourly or daily rate basis for the performance of specific jobs;

(G) "Hiring companies" means those companies which hire work vessels on a casual charter basis in conjunction with oil, gas, and mineral exploration and extraction operations in the Plaquemines Area.

III

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

IV

Defendants are jointly and severally enjoined and restrained from, directly or indirectly:

(A) Entering into, adhering to, maintaining or claiming any right under any contract, combination, agreement, understanding, plan or program pursuant to which work vessel owners in the Plaquemines Area are or will be required to broker their work vessels through VWV or to refrain from brokering their work vessels through brokers in competition with VWV;

(B) Entering into, adhering to, maintaining or claiming any right under any contract, combination, agreement, understanding, plan or program pursuant to which hiring companies operating in the Plaquemines Area are or will be required to

obtain work vessels through VWV or to refrain from obtaining work vessels through competitors of VWV;

(C) Hindering, restricting, inhibiting, limiting or preventing, or attempting to hinder, restrict, inhibit, limit or prevent, or inducing or causing third parties to hinder, restrict, inhibit, limit or prevent, any person from hiring work vessels from any competitor of Venice Work Vessels by any means whatsoever;

(D) Interfering with or obstructing, or attempting to interfere with or obstruct, inducing or causing third parties to interfere with or obstruct, by any means whatsoever, the operations of competitors of Venice Work Vessels.

V

Defendant VWV is required to furnish, within sixty (60) days after the entry hereof, a copy of this Final Judgment:

- (A) to each hiring company whom VWV has billed an amount totalling in excess of \$3,000 during calendar year 1970;
- (B) to all work vessel owners in the Plaquemines Area who have brokered work vessels through VWV at any time during the years 1969 and 1970.

VI

Nothing contained in this Final Judgment shall prohibit defendant Petrovich from fully carrying out the official duties and responsibilities associated with his position of Plaquemines Parish Commissioner of Public Safety.

VII

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 at its principal office, be permitted, (A) access during the office hours of said defendant, to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of said defendant relating to any matters contained in this 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 such defendant, who may have counsel present regarding any such matters; and (C) upon such request, the defendant shall submit reports in writing in respect of any such matters as may from time to time be requested. No information obtained by the means provided 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 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 Final Judgment, or as otherwise provided by law.

VIII

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

Dated: 3/9/72

s/ John H. Cassberry
United States District Judge