

EXHIBIT A:

FINAL JUDGMENTS

(Ordered by Year Judgment Entered)

UNITED STATES v. THE SOUTHERN WHOLESALE GROCERS' ASSOCIATION, ET AL.

In Equity No. 205

Year Judgment Entered: 1911

UNITED STATES v. SOUTHERN WHOLESALE
GROCERS' ASS'N.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR
THE NORTHERN DISTRICT OF ALABAMA.

In Equity No. 205.

THE UNITED STATES OF AMERICA, PETITIONER,
VS.

THE SOUTHERN WHOLESALE GROCERS' ASSOCIATION ET AL.,
DEFENDANTS.

DECREE OF INJUNCTION.

This cause coming on to be heard before D. D. Shelby and Don A. Pardee, circuit judges, and Thos. G. Jones, district judge, come the United States of America by Oliver D. Street, United States attorney for the northern district of Alabama, and O. E. Harrison, special assistant to the Attorney General, who prosecute in this behalf, and come also the defendants, by their solicitors, Luke E. Wright and Caruthers Ewing, and petitioner moves the court for an injunction in accordance with the prayer of the bill, and by consent of all parties, in open court, it is adjudged, ordered, and decreed as follows:

1. That the said defendants, The Southern Wholesale Grocers' Association and all the members of said association, The Southern Wholesale Grocers' Association, a corporation, The McLester-Van Hoose Company, James A. Van Hoose, Robert McLester, The Alabama Grocery Company, S. W. Lee, Joseph H. McLaurin, L. M. Hooper, F. E. Hashagen, C. W. Bartleson, Robert Moore, Thomas C. Davis, B. B. Earnshaw, C. C. Guest, T. H. Scovell, W. T. Reeves, R. A. Morrow, J. H. C. Wulburn, J. D. Faucette, W. A. Scott, and James W. Lee, and each and all of them, their directors, officers, agents, servants, and employees, and all persons acting under, through, by, or in behalf of them or either of them, or claiming so to act be, and they are hereby, perpetually enjoined, restrained, and prohibited from combining, conspiring, confederating, or agreeing together or with others expressly or impliedly,

directly or indirectly, to prevent manufacturers or producers engaged in selling or shipping commodities among the several States and in the District of Columbia from selling such commodities to any person who is not a member of the said The Southern Wholesale Grocers' Association, or who is not listed on the so-called Green Book, published by said association, its officers, and agents, and entitled "Official List of Wholesale Grocers in the States of Alabama, Arkansas, District of Columbia, Florida, Georgia, Indian Territory, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, and Virginia," or any book, pamphlet, or list of like character; and they and each of them be, and are likewise enjoined, restrained, and prohibited from publishing, causing to be published, aiding, assisting, or encouraging the publication, distribution, or circulation of any book, pamphlet, or list wherein is contained only the names of wholesale grocers located in the territory embraced by said organization who have announced their intention or agreed, directly or indirectly, expressly or impliedly, to work in harmony with said association.

They are also enjoined, restrained, and prohibited from publishing or distributing, or causing to be published or distributed, or aiding or assisting or encouraging in the publication or distribution of any list or lists of manufacturers or producers who have, expressly or impliedly, directly or indirectly, agreed to sell only to members of said association, or to persons, firms, or corporations listed in said Green Book, or book, pamphlet, or list of like character.

2. That the said defendants and each and all of them, their directors, officers, agents, servants, and employees, and all persons acting under, through, by, or in behalf of them, or either of them, or claiming to so act, be, and they are hereby, enjoined, restrained, and prohibited from combining, conspiring, confederating, and agreeing together or with others to fix a price at which any commodity shall be sold, or to coerce manufacturers and producers engaged in selling and shipping commodities among the

several States, and in the District of Columbia, to fix a limited selling price at which such commodities are to be sold, and to have such price printed on cards and distributed; and they are hereby enjoined, restrained, and prohibited from printing, causing to be printed, or encouraging or aiding in the printing of such cards, or their distribution; and they and each of them are likewise enjoined, restrained, and prohibited from conspiring, confederating, or agreeing together or with others, expressly or impliedly, directly or indirectly, to prevent such manufacturers and producers from selling and shipping commodities to any wholesale grocer who does not maintain the price so fixed and listed; and they and each of them are likewise enjoined, restrained, and prohibited from demanding and receiving from any such manufacturer or producer any rebate, bonus, or emolument of any kind to be paid to any wholesale dealer or jobber for and on account of the fact that he has maintained the limited selling price; and are likewise enjoined, restrained, and prohibited from paying or delivering any such rebate, bonus, or emolument of any kind, directly or indirectly, to any such wholesale grocer or jobber who has maintained such limited selling price, or demanding or receiving any fine or penalty, directly or indirectly, from any wholesale grocer or jobber engaged in commerce among the several States and in the District of Columbia for and on account of such wholesale grocer or jobber not having maintained said limited selling price.

3. That said defendants and each and all of them, their directors, officers, agents, servants, and employees, and all persons acting under, through, by, or in behalf of them, or either of them, or claiming so to act, be, and they are hereby perpetually enjoined, restrained, and prohibited from conspiring, confederating, or agreeing together or with others, expressly or impliedly, directly or indirectly, to boycott any manufacturer or producer, wholesaler, or jobber engaged in commerce among the several States and in the District of Columbia for and on account of any such manufacturer, producer, wholesaler, or jobber hav-

ing sold or transported in interstate commerce any commodity to any person, firm, or corporation who is not a member of said association or who does not maintain the said limited selling price or who is not listed in the said Green Book or book, pamphlet, or list of like character; and also from combining, conspiring, confederating, and agreeing together, or with others, expressly or impliedly, directly or indirectly, to prevent any person, firm or corporation who refuses to join said association or who refuses to maintain said limited selling price or who sells commodities direct to the consumer from purchasing such commodities from manufacturers, jobbers, producers, or wholesalers engaged in commerce among the several States and in the District of Columbia; and also from conspiring, confederating, and agreeing together or with others, expressly or impliedly, directly or indirectly, to increase jobbers' profits by increasing prices at which wholesalers and jobbers shall sell any commodity in interstate commerce.

4. That said defendants and each and all of them, their directors, officers, agents, servants, and employees, and all persons acting under, through, by, or in behalf of them, or either of them, or claiming so to act, be, and they are hereby, perpetually enjoined, restrained, and prohibited from conspiring or agreeing together or with others, expressly or impliedly, to do or to refrain from doing anything the purpose or effect of which is to fix or maintain the price at which any commodity employed or intended to be employed in commerce among the several States and in the District of Columbia shall or should be sold by any manufacturer, jobber, wholesaler, or retailer, or the purpose or effect of which is to hinder or prevent, by intimidation or coercion, any person, firm, or corporation from buying or selling any such commodity wherever, whenever, from and to whomsoever and at whatsoever price may be then and there agreed upon by the seller and purchaser.

5. The Southern Wholesale Grocers' Association, its officers and members, and all who shall hereafter become

officers and members of said association, are hereby perpetually enjoined and inhibited from doing, or combining or conspiring to do, either or any of said acts. The said association and its officers and members are not restrained from maintaining said organization for social or other purposes than those herein prohibited.

6. It is further ordered, adjudged, and decreed that petitioner have and recover of the defendants judgment for the costs in this behalf expended, for which let execution issue.

The parties have consented to the foregoing; it is ordered entered as the decree of the court.

DON A. PARDEE,
Circuit Judge.

DAVID D. SHELBY,
Circuit Judge.

THOS. G. JONES,
District Judge.

It is agreed by all parties that the foregoing be entered as the decree of the court.

October 17, 1911.

O. D. STREET,
United States Attorney for Petitioner.

LUKE E. WRIGHT,
Attorney for Defendants.

A true copy:
[SEAL.]

CHAS. J. ALLISON,
Clerk United States Court.

UNITED STATES v. LIBERTY NATIONAL LIFE INSURANCE COMPANY, ET AL.

Civil No. 7719-S

Year Judgment Entered: 1954

Year First Amendment Entered: 1957

Year Second Amendment Entered: 1967

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Liberty National Life Insurance Company; Brown-Service Funeral Homes Company, Inc.; and Service Insurance Company of Alabama., U.S. District Court, N.D. Alabama, 1954 Trade Cases ¶67,801, (Jun. 29, 1954)

United States v. Liberty National Life Insurance Company; Brown-Service Funeral Homes Company, Inc.; and Service Insurance Company of Alabama.

1954 Trade Cases ¶67,801. U.S. District Court, N.D. Alabama, Southern Division. Civil No. 7719-S. Filed June 29, 1954. Case No. 1200 in the Antitrust Division of the Department of Justice.

Sherman Antitrust Act

Consent Decree—Practices Enjoined—Owning or Operating Funeral Business—Interest in Burial Insurance Company or Funeral Merchandiser—Joint Officers or Directors.—A life insurance company and two subsidiaries consented to the entry of a decree enjoining them from (1) owning or operating any funeral business in Alabama except where there was no acceptable funeral director available, (2) acquiring any interest in any burial insurance company or funeral merchandiser in Alabama, or (3) having any joint officers, directors, or employees with any funeral director, burial insurance company or funeral merchandiser in Alabama.

Consent Decree—Practices Enjoined—Funeral Service Contracts.—A consent decree enjoined a life insurance company and two subsidiaries from entering into any new funeral service contract or claiming any rights under any existing funeral service contract with any funeral director in Alabama which (1) prevented such director from selling funeral merchandise to or performing funeral services for any other person, (2) limited or restricted the number of funeral homes which such director could own or operate, (3) restricted the funeral director from buying funeral merchandise from any other person, and (4) required the funeral director to buy funeral merchandise from any particular person.

Consent Decree—Specific Relief—Exclusive Territory Arrangements.—A life insurance company and two subsidiaries consented to the entry of a decree enjoining them from entering into any new funeral service contracts which would give a funeral director an exclusive territory for the burial of their policy holders. The defendants were ordered to cancel any such provision in existing funeral service contracts, as soon as was legally possible. Such exclusive territories were required to be canceled at the end of the initial term specified in the existing contracts. The decree further provided that when the defendants were free to appoint more than one contract funeral director in any area, they were required to publish, for the area concerned, reasonable, uniform, and nondiscriminatory standards of acceptability for contract funeral directors who might wish to do business for the defendants in that area. The defendants were required upon request to enter into a funeral service contract with any funeral director qualified in accordance with such published standards who might wish to furnish funeral services for policy holders of the defendants.

For the plaintiff: Stanley N. Barnes, Assistant Attorney General, Worth Rowley, Fred D. Turnage, John H. Waters, William D. Kilgore, Jr., Harry N. Burgess, Charles F. B. McAleer, and William H. McManus.

For the defendants: Spain, Gillon & Young, Frank E. Spain.

Final Judgment

SEYBOURN H. LYNNE, District Judge [*In full text*] : Plaintiff, United States of America, having filed its complaint herein on June 29, 1954, Liberty National Life Insurance Company, Brown-Service Funeral Homes Company, Inc., and Service Insurance Company of Alabama, having been made parties defendant herein; the defendants having appeared and filed their answers to said complaint denying the substantive allegations thereof; and the plaintiff and said defendants, by their respective attorneys, having severally 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 of 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 as aforesaid of all the parties hereto, it is hereby ordered, adjudged and decreed as follows:

I

[*Jurisdiction*]

This Court has jurisdiction of the subject matter hereof and of all parties hereto. The complaint states a cause of action against the defendants 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, and Section 3 of the Clayton Act (15 U. S. C. 1, 2 and 14).

II

[*Definition*]

As used in this Final Judgment:

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

(B) "Funeral director" shall mean any person engaged in the undertaking business, including the conducting of funerals, and preparation for burial and the burial of deceased human beings;

(C) "Burial insurance" shall mean insurance under which the benefits are payable in merchandise and services incident to burial;

(D) "Funeral merchandise" shall mean all materials and supplies, including, but not limited to, caskets, outside boxes, vaults, hearses, embalming fluids, suits, dresses, cosmetics, equipment and instruments, used in the process of a funeral and of preparing for burial and burying the body of a deceased;

(E) "Funeral services" shall mean all work done or acts performed by a funeral director in the process of a funeral including the preparation and burial of the body of a deceased;

(F) "Funeral service contract" shall mean any contract, agreement or understanding whereby a funeral director agrees to furnish the necessary funeral merchandise and funeral services, or either of them, for the burial of any policyholder of burial insurance.

III

[*Applicability*]

The provisions of this Final Judgment applicable to any defendant shall apply to such defendant, its subsidiaries, officers, directors, agents, employees, successors and assigns, and to all other persons acting or claiming to act under, through or for said defendant. For the purpose of transactions between themselves, all defendants and all wholly-owned subsidiaries of any defendant shall be deemed to be one person.

IV

[*Operation of Funeral Business Restrained*]

Each of the defendants is enjoined and restrained from:

(A) Acquiring, establishing, owning or operating any funeral business in Alabama; provided, however, nothing in this subsection shall prevent such defendant from acquiring, establishing, owning or operating one funeral business in any given county in Alabama where:

(1) there is no acceptable funeral director in such area available to furnish funeral services for such defendant; or

(2) there is no acceptable funeral director in such area willing to furnish funeral services for such defendant at rates comparable to rates paid by the defendant to other funeral directors in Alabama;

(B) Acquiring, directly or indirectly, by purchase, merger, consolidation or otherwise, and from holding or exercising after such acquisition, ownership or control of the business, physical assets (other than goods bought or sold in the normal course of business) or good will or any part thereof, or any capital stock of securities of or evidence of indebtedness issued by, any person then engaged in writing, issuing or selling burial insurance in Alabama or the manufacture, distribution or sale in Alabama of funeral merchandise to jobbers or funeral directors in Alabama; provided, however, that this Final Judgment shall not be construed to prevent any defendant from foreclosing or otherwise realizing on any security held by such defendant at the time of the entry of this Final Judgment given in connection with any loan made by such defendant prior to the date of this Final Judgment;

(C) Causing, authorizing or permitting any of the officers, directors or employees of such defendant to serve as an officer, director or employee of any funeral director in Alabama (subject to the provisions of subsection (A) of this Section IV) or any other person engaged in Alabama in the manufacture, distribution or sale of funeral merchandise or the writing, issuing or sale of burial insurance.

V

[Restrictions on Funeral Service Contracts]

Each of the defendants is enjoined and restrained from:

(A) Hereafter engaging in Alabama in the business of manufacturing, distributing or selling funeral merchandise; provided, however, that nothing in this Final Judgment shall prevent any defendant from manufacturing or acquiring by purchase and consigning to its contract funeral directors caskets, vaults, outside boxes, suits and dresses for use solely in the burial of policyholders of such defendant;

(B) Appointing or designating any funeral director in Alabama as an agent for the sale of burial insurance or for the collection of premiums thereon;

(C) Hindering, restricting, limiting or preventing, or attempting to hinder, restrict, limit or prevent, any funeral director in Alabama from:

(1) purchasing any funeral merchandise from any person, except as provided in subsection (A) of this Section;

(2) performing or contracting to perform funeral services for or on behalf of any other person including specifically, any policyholder of burial insurance and any other burial insurance company;

(D) Entering into, renewing or transferring any funeral service contract, or entering into any future contract, agreement or understanding, which has the purpose or effect of limiting or restricting the contracting funeral director in furnishing or offering to furnish funeral services for policyholders or any other person within a given area in Alabama or which purports to restrict or prevent any other funeral director with whom any such defendant may have a funeral service contract from furnishing funeral services for policyholders or any other person in any such area.

Nothing contained in this Section V shall be deemed to deprive any defendant of its rights, if any, to cancel any funeral service contract.

VI

[Restrictions on Funeral Directors]

Each of the defendants is enjoined and restrained from entering into, adhering to or claiming any rights under any contract, agreement, understanding, plan or program, directly or indirectly, with any funeral director in Alabama which:

(A) Hinders, restricts or prevents any such director from selling funeral merchandise to or performing funeral services for any other person;

(B) Limits or restricts the number of funeral homes which such director may own or operate;

- (C) Hinders, restricts or prevents the funeral director from buying funeral merchandise from any person;
- (D) Requires the funeral director to buy funeral merchandise from any designated person.

VII

[Exclusive Territory Arrangements]

(A) Each of the defendants is ordered and directed:

(1) Upon expiration of the initial term specified in any funeral service contract, existing on the date of entry of this Final Judgment, and before renewing such contract, to terminate and cancel any provision of such contract which grants to the funeral director the exclusive right to provide funeral services for policyholders of such defendant in any area in Alabama or which prevents such defendant from appointing any other funeral director in such area; provided, however, that nothing in this Final Judgment shall prevent any defendant from adhering to any such provision of an existing funeral service contract during the initial term specified therein;

(2) To terminate and cancel each of its funeral service contracts existing on the date of the entry of this Final Judgment whenever, according to the terms thereof, such defendant shall have the legal right to do so;

(3) Upon the termination, cancellation or expiration of each of the existing funeral service contracts of such defendant:

(a) To publish for the area concerned reasonable, uniform and non-discriminatory standards of acceptability for contract funeral directors who may wish to do business in such area;

(b) Upon request, to enter into a funeral service contract with any funeral director qualified in accordance with such published standards who may wish to furnish funeral services for policyholders of the defendants within such area;

(4) To take such steps as may be necessary to inform its policyholders, generally, of their right to call upon any contract funeral director of the defendant to furnish funeral services regardless of location.

(B) Whenever, after the date of the entry of this Final Judgment, the consent of any defendant is a condition to the renewal, extension or transfer of any existing funeral service contract, then, and in that event, the defendants are jointly and severally enjoined and restrained from consenting to any such renewal, extension or transfer of any such funeral service contract any of the terms of which are inconsistent with any provision of this Final Judgment;

(C) In any suit or proceeding which may hereafter be brought by the plaintiff against the defendants or any of them arising out of, or based upon, the terms of Sections IV(A) and VII(A) (3) of this Final Judgment the burden of proof shall be upon the defendant or defendants to establish, to the satisfaction of this Court, that any funeral director considered by the defendant or defendants to be not acceptable is, in fact, not acceptable in accordance with the applicable uniform, reasonable and non-discriminatory standards of acceptability published by defendants.

VIII

[Amending of Contracts]

Defendants are ordered and directed forthwith upon entry of this Final Judgment to furnish a copy thereof to each funeral director with whom any such defendant may have a funeral service contract, and to amend each such contract so as to provide that such funeral director may, at any time:

(A) Purchase and use any funeral merchandise from any person, provided, however, that a defendant may retain the right to furnish to such funeral director caskets, vaults, outside boxes, suits and dresses to be used solely for the burial of policyholders of such defendant;

(B) Perform or contract to perform funeral services for or on behalf of any other person, including, specifically, any policyholder of burial insurance and any other burial insurance company.

IX

[*Inspection and Compliance*]

For the purpose of securing compliance with this Final Judgment, duly authorized representatives of the Department of Justice shall, upon written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to any defendant, made to 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 said defendant, who may have counsel present, regarding any such matters.

Upon such request the defendant shall submit such reports in writing to the Department of Justice with respect to 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 representative of the 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.

X

[*Retention of Jurisdiction*]

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

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

LIBERTY NATIONAL LIFE INSURANCE
COMPANY;
BROWN-SERVICE FUNERAL HOMES COM-
PANY, INC.; and
SERVICE INSURANCE COMPANY OF ALA-
BAMA,

Defendants

CIVIL ACTION

NO. 7719-S

AMENDMENT TO FINAL JUDGMENT

The defendants having filed their petition for the amend-
ment of Section V(A) of the Final Judgment entered in this cause
on the 29th day of June, 1954 and the plaintiff and defendants
by their respective attorneys having consented to the entry of
the modification of Section V(A) of the Final Judgment as prayed
in said petition;

Now, therefore, it is hereby ordered, adjudged and decreed
as follows:

That Section V(A) of said Final Judgment is hereby amended
by adding thereto at the end thereof the following words:

"provided further, that nothing contained in,
this section shall prevent any defendant from manu-
facturing and selling wooden caskets to funeral mer-
chandise jobbers for resale to funeral directors."

Done this the 104 day of ^{December}~~November~~, 1957.

SEIBOURN E. LYONS

Chief Judge

We hereby consent to the entry of the foregoing modification
of the Final Judgment:

For the Plaintiff:

/s/ Victor R. Hansen
Asst. Attorney General

/s/ Harry N. Burgess

For the Defendants:

/s/ Spain, Gillon & Young

/s/ Frank E. Spain

FILED IN CLERK'S OFFICE
NORTHERN DISTRICT OF ALABAMA

DEC 10 1957

WILLIAM E. DAVIS
CLERK, U. S. DISTRICT COURT
By Wm. E. Davis
Deputy Clerk

A TRUE COPY

FILED IN CLERK'S OFFICE

WILLIAM E. DAVIS
CLERK, U. S. DISTRICT COURT
By Wm. E. Davis
Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

UNITED STATES OF AMERICA,)
)
 Plaintiff)
)
 v.)
)
 LIBERTY NATIONAL LIFE INSURANCE)
 COMPANY;)
 BROWN-SERVICE FUNERAL HOMES COM-)
 PANY, INC.; and)
 SERVICE INSURANCE COMPANY OF ALA-)
 BAMA)
)
 Defendants)

CIVIL ACTION
NO. 7719 - S

SECOND AMENDMENT TO FINAL JUDGMENT

The defendants, Liberty National Life Insurance Company, Brown-Service Funeral Homes Company, Inc. and Service Insurance Company of Alabama, having filed their petition for modification of the Final Judgment entered in this cause on the 29th day of June, 1954 as amended by amendment to Final Judgment entered in this cause on the 10th day of December, 1957, and the plainbiff and defendants by their respective attorneys having consented to the modification of said Final Judgment as amended, as prayed in said petition;

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

That Section V(A) of said Final Judgment, as previously amended, is hereby amended to read as follows:

"Each of the defendants is enjoined and restrained from:

(A) Hereafter engaging in Alabama in the business of manufacturing, distributing, or selling funeral merchandise; provided, however, that nothing in this Final Judgment shall prevent any defendant from manufacturing or acquiring by purchase and consigning to its contract funeral directors caskets, vaults, outside boxes, suits and dresses for use solely in the burial of policyholders of such defendant; provided further, that nothing contained in this section shall prevent any defendant from manufacturing and selling caskets to funeral merchandise jobbers for resale to funeral directors."

Done this 26th day of June, 1967.

Seaborn H. Lynne

Chief Judge

We hereby consent to the entry of the foregoing amendment to Final Judgment:

FOR THE PLAINTIFF:

Harry W. Berger

FOR PETITIONERS
(DEFENDANTS)

Frank E. Spain
Frank E. Spain

Naier P. Portner

UNITED STATES v. FIRST WASHINGTON NET FACTORY INC., ET AL.

Civil Action No. 72-1099

Year Judgment Entered: 1974

Year Judgment Amended: 1976

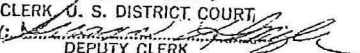
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
EASTERN DIVISION

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 FIRST WASHINGTON NET FACTORY,)
 INC.,)
 FNT INDUSTRIES, INC.: and)
 INDIAN HEAD, INC.,)
)
 Defendants.)

Civil Action No. 72-1099

FILED IN CLERK'S OFFICE
NORTHERN DISTRICT OF ALABAMA

APR 8 1974

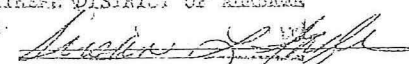
WILLIAM E. DAVIS
CLERK U. S. DISTRICT COURT
BY: 
DEPUTY CLERK

FINAL JUDGMENT

Plaintiff, United States of America, having filed its Complaint herein on December 11, 1972, and the Plaintiff and the Defendants, by their respective attorneys, having consented to entry of this Final Judgment, without trial or adjudication of any issue of fact or law herein, and without admission by any party with respect to any such issue, and without this Final Judgment constituting evidence or admission by any party with respect to any such issue;

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

ORDERED, ADJUDGED and DECREED as follows:

A TRUE COPY
WILLIAM E. DAVIS, CLERK
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
BY: 

DEPUTY CLERK

I

This Court has jurisdiction over the subject matter herein and over the parties 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, 15 U.S.C. Section 1, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," as amended, commonly known as the Sherman Act.

II

(A) "Salmon netting" shall mean any netting made from certain sizes or diameters of nylon twine used by commercial domestic fishermen in the salmon fishing industry.

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

III

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

IV

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

(A) Entering into, adhering to, maintaining, or furthering any combination, contract, agreement, understanding, plan or program with any other manufacturer of salmon netting to raise, fix, stabilize or maintain the prices, discounts, markups, or other terms or conditions for the sale of salmon netting to any other person; and

(B) Communicating to, exchanging or discussing with any other manufacturer of salmon netting any price, discount, markup, or other term or condition for the sale of salmon netting to any other person prior to the release of such price, discount, markup or other term or condition of sale to the trade generally, provided, however, that nothing in this Final Judgment shall be construed as prohibiting any Defendant from communicating such information to any other manufacturer of salmon netting in the course of negotiating for, entering into, maintaining or carrying out any bona fide purchase or sale transaction with such manufacturer.

V

Each of the Defendants is ordered and directed, not later than ninety (90) days following the date of entry of this Final Judgment, independently and individually to review and redetermine, based upon its own costs, business judgments and other lawful considerations, the prices, discounts, markups or any other terms or conditions at which it sells salmon netting. Each of the Defendants

is further ordered and directed, not later than ninety (90) days following the entry of this Final Judgment, to file with the Plaintiff a statement on the manner in which such review and redetermination was conducted and the factors considered.

VI

Each of the Defendants is ordered and directed to furnish, within ninety (90) days after date of entry of this Final Judgment, a copy thereof to each of its officers, directors, and to each of its agents and employees having sales and/or pricing responsibilities, and to each of its subsidiaries, successors and assigns and to file with this Court and serve upon the Plaintiff an affidavit as to the fact and manner of its compliance with this Section VI.

VII

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

VIII

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

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

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

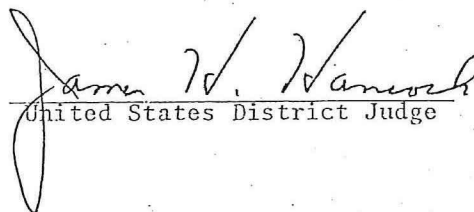
No information obtained by the means permitted in this Section VIII shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the Plaintiff, except in the course of legal proceedings to which the United States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

IX

Jurisdiction is retained for the purpose of enabling any of the parties to this Final Judgment to apply to this

Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment or for the modification of any of the provisions herein, and for the enforcement or compliance therewith and punishment of any violations of any of the provisions contained herein.

Dated this 8th day of April, 1974.


United States District Judge

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
EASTERN DIVISION

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
FIRST WASHINGTON NET FACTORY, INC.;)
FNT INDUSTRIES, INC.; and,)
INDIAN HEAD, INC.,)
)
Defendants.)

CIVIL ACTION

NO. 72-1099

FILED IN CLERK'S OFFICE
NORTHERN DISTRICT OF ALABAMA

APR 5 1976

JAMES E. VANDEGRIFT, CLERK
UNITED STATES DISTRICT COURT

BY: *Marcia Haltingworth*

ORDER MODIFYING
FINAL JUDGMENT

Defendant Indian Head, Inc., having moved for an order modifying the Final Judgment entered in this proceeding on April 8, 1974, in consequence of changed conditions in the business operations of said defendant, and this Court having determined that such modification is necessary and proper, it is hereby

ORDERED, ADJUDGED AND DECREED that the Final Judgment entered in this cause on April 8, 1974, be, and the same hereby is, modified by abrogating and terminating the obligations and requirements of Paragraph VII of said Final Judgment solely insofar as the same apply to defendant Indian Head, Inc., and said defendant shall have no further obligation to comply with the provisions of said Paragraph VII; provided, however, that if defendant Indian Head, Inc., shall at any time hereafter re-acquire any interest in the business or industry which is the subject of said Final Judgment, the provisions of such Paragraph VII shall again be of full force and effect as to defendant Indian Head, Inc. All other provisions of such Final Judgment shall remain applicable to defendant Indian Head, Inc., and all provisions of the same shall continue with respect to each remaining defendant herein.

This 5th day of April, 1976.

James W. Hancock
United States District Judge