

**APPENDIX A:
FINAL JUDGMENTS**

United States v. Booth Fisheries Co., et al., Equity No. 146-E (W.D. Wash. Mar. 13, 1918)

**UNITED STATES v. BOOTH FISHERIES COMPANY.**

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
NORTHERN DIVISION.

Equity No. 146-E.

UNITED STATES OF AMERICA, PLAINTIFF,

VS.

BOOTH FISHERIES COMPANY, a corporation organized under the laws of the state of Delaware, BOOTH FISHERIES COMPANY, a corporation organized under the laws of the state of Washington, the CHLOPECK FISH COMPANY, INC., a corporation organized under the laws of the state of Washington, INTERNATIONAL FISHERIES COMPANY, a corporation organized under the laws of the state of Washington, SAN JUAN FISHING & PACKING COMPANY, a corporation organized under the laws of the state of Washington, OCCIDENTAL FISH COMPANY, a corporation organized under the laws of the state of Washington, W. T. CHUTTER, WILLIAM CALVERT, JR. H. O. ROBERTS, The Christian names of each of said persons being to the plaintiff unknown, DEFENDANTS.

DECREE.

This cause came on regularly to be heard, the petitioner and the above named defendants, and each of them appearing by counsel, and all parties hereto by their respective counsel having consented to the entry of this decree, and the court being now fully advised, does find that Booth Fisheries Company, a corporation, (Delaware), Booth Fisheries Company, a corporation, (Washington), The Chlopeck Fish Company, Inc., a corporation, International Fisheries Company, a corporation, San Juan Fishing and Packing Company, a corporation, Occidental Fish Company, a corporation, W. T. Chutter, William Calvert, Junior, H. O. Roberts are parties to combinations in restraint of trade and commerce among the several states and with foreign nations and have attempted to monopolize and now are monopolizing a part of such trade

and commerce in the production, importation, purchase, distribution and sale of halibut, between the territory of Alaska, British Columbia and the state of Washington and other states and territories of the United States, contrary to the Act of Congress of July 2, 1890; and the court being further fully advised does find that—

(a) The defendant San Juan Fishing and Packing Company is a corporation organized under the laws of the state of Washington, having its principal place of business in Seattle, Washington, and that the defendants William Calvert, Junior, and H. O. Roberts are officers and employees of said corporation.

(b) The defendant Booth Fisheries Company of Delaware is a corporation organized under the laws of the state of Delaware; the defendants Booth Fisheries Company of Washington, International Fisheries Company of Washington and Chlopeck Fish Company of Washington are each and all corporations organized under the laws of the state of Washington; the said Booth Fisheries Company of Washington, Chlopeck Fish Company and the International Fisheries Company are subsidiary companies of and all of their capital stock owned by the said Booth Fisheries Company of Delaware; and that said W. T. Chutter is an officer and employee of Booth Fisheries Company of Delaware and of the Chlopeck Fish Company; the defendant Occidental Fish Company is a corporation organized under the laws of the state of Washington and its capital stock is owned by and in the interest of Booth Fisheries Company of Delaware and San Juan Fishing and Packing Company in equal parts; the said Occidental Fish Company has not been actively engaged in business of any kind since the month of August, 1912.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the San Juan Fishing and Packing Company, its officers, agents, servants and employees, and the "Booth Companies" as herein referred to and now severally described as the Booth Fisheries Company of Delaware, with the subsidiary companies Booth Fisheries Company of Wash-

ington, the International Fisheries Company, the Chlopeck Fish Company and the Occidental Fish Company, their officers, agents, servants and employees, and W. T. Chutter, William Calvert, Junior, H. C. Roberts be and each of them are, permanently enjoined against entering into or continuing any agreement, combination or conspiracy in restraint of trade between the several states or with foreign countries in the purchase, sale or distribution of halibut, and against monopolizing or attempting to monopolize the trade in fresh halibut between the several states or with foreign countries, like those herein declared to be unlawful, and to that end the said defendants, and each of them, and their officers, agents, servants and employees are permanently enjoined from doing any of the things or acts hereinafter set forth;

First: That the San Juan Fishing and Packing Company, its officers, agents, servants and employees, together with William Calvert, Junior, and H. O. Roberts, and each of them, are permanently enjoined against entering into any oral or written agreement or understanding by or with the Booth Fisheries Company of Delaware, Booth Fisheries Company of Washington, International Fisheries Company of Washington, and Chlopeck Fish Company of Washington and W. T. Chutter, or either or any of them, for the purpose or with the effect of fixing and determining the price or prices to be bid and offered in the purchase of halibut at and for the markets of Seattle and Tacoma and other markets of the United States.

Second: That the Booth Fisheries Company of Delaware and its subsidiary companies hereinbefore named, their officers, agents, servants and employees, and W. T. Chutter, and each of them, are permanently enjoined against entering into any oral or written agreement, or understanding, by or with the San Juan Fishing and Packing Company, William Calvert, Junior, and H. O. Roberts, or either or any of them, for the purpose or with the effect of fixing and determining the price or prices to be bid or offered in the purchase of halibut at and for the markets

of Seattle and Tacoma and other markets of the United States.

Third: That the San Juan Fishing and Packing Company, its officers, agents, servants and employees, together with William Calvert, Junior, and H. O. Roberts, and each of them, be and they hereby are enjoined from in any manner, either written or oral, contracting, agreeing or arranging with the Booth Fisheries Company of Delaware, Booth Fisheries Company of Washington, International Fisheries Company of Washington, Chlopeck Fish Company of Washington, their officers, agents, servants and employees, together with W. T. Chutter, or either or any of them, for the purpose of fixing and determining the price to be asked or demanded in the sale of halibut in any market or city of the various cities of the United States in which the San Juan Fishing and Packing Company and either the Booth Fisheries Company of Delaware, Booth Fisheries Company of Washington, International Fisheries Company of Washington, or Chlopeck Fish Company of Washington sell, or offer for sale, or shall hereafter sell or offer for sale, fresh halibut, either on commission basis, or otherwise.

Fourth: That the Booth Fisheries Company of Delaware, Booth Fisheries Company of Washington, International Fisheries Company of Washington, Chlopeck Fish Company of Washington, their officers, agents, servants and employees, together with W. T. Chutter, and each of them be and they hereby are enjoined from in any manner, either written or oral, contracting, agreeing or arranging with the San Juan Fishing and Packing Company, its officers, agents, servants and employees, William Calvert, Junior, and H. O. Roberts, for the purpose of fixing and determining the price to be asked or demanded in the sale of halibut in any market or city of the several states of the United States.

Fifth: That the Booth Fisheries Company of Delaware, Booth Fisheries Company of Washington, International Fisheries Company of Washington, Chlopeck Fish Com-

pany of Washington, W. T. Chutter, and they each hereby are, permanently enjoined against the division and participation with the San Juan Fishing and Packing Company, or its officers, agents, servants and employees, of cargoes and boxes of fresh halibut purchased or delivered in the markets of Seattle and Tacoma, except as the same shall be done by and under the direction and authority of the Food Administrator of the United States or his subordinates.

Sixth: That the San Juan Fishing and Packing Company, William Calvert, Junior, and H. O. Roberts, be and they hereby are, permanently enjoined against the division and participation with Booth Fisheries Company of Delaware, Booth Fisheries Company of Washington, International Fisheries Company of Washington and Chlopeck Fish Company of Washington, their agents, officers, servants and employees, of cargoes and boxes of fresh halibut purchased or delivered in the markets of Seattle and Tacoma, except as the same shall be done by and under the direction and authority of the Food Administrator of the United States or his subordinates.

Seventh: That the Booth Fisheries Company of Delaware and its subsidiary companies hereinbefore named, together with their agents, officers, servants and employees, both as to direct control and ownership, and as to ownership by and through any other person or corporations, are, as to each of them permanently enjoined from joint operation or ownership with said San Juan Fishing and Packing Company of vessels, wharves, traps and other business facilities in the halibut trade.

Eighth: That the Booth Fisheries Company of Delaware and its subsidiary companies hereinabove named, are both as to direct control and ownership and as to ownership by and through any other person or corporation, permanently enjoined against all and any future control of purchase of stocks, bonds or other evidence of debt of the said San Juan Fishing and Packing Company, and the said San Juan Fishing and Packing Company is, both as

to direct control and ownership and as to ownership by and through any other person or corporation, permanently enjoined against any and all future control or purchases of stocks, bonds or other evidences of debt of the said Booth Fisheries Company of Delaware or any of its said subsidiary companies hereinbefore named.

Ninth: That the Booth Fisheries Company of Delaware and its said subsidiary companies are, from and after sixty days from the date hereof, permanently enjoined against common possession or ownership in any property of any kind whatsoever with the said San Juan Fishing and Packing Company, and the said San Juan Fishing and Packing Company is, from and after sixty days from date hereof, permanently enjoined against common possession or ownership in any property of any kind whatsoever with said Booth Fisheries Company of Delaware or with any of its said subsidiary companies.

Tenth: That the Booth Fisheries Company of Delaware and its subsidiary companies and the San Juan Fishing and Packing Company, W. T. Chutter and William Calvert, Junior, their agents, servants, officers and employees, be, and each of them are hereby permanently enjoined against any and all future secret purchases of competing plants or agencies for the purchase or sale of halibut in the various states of the United States except upon these conditions, to wit:

(a) That no agency or plant shall be purchased or retained by the said Booth Fisheries Company and its subsidiary companies jointly with the San Juan Fishing and Packing Company.

(b) That the purchase of any agency by either of the said Booth Fisheries Company of Delaware and its subsidiary companies or by the San Juan Fishing and Packing Company, shall be immediately disclosed by prompt public avowal in business circles of the fact of such purchase and the immediate public assertion of such ownership.

(c) That the United States District Attorney in and for

the district in which agency is located shall be immediately notified of the fact of such purchase; provided, that nothing in this paragraph shall be construed to authorize or render legal any acquisition of competing plants or properties, whether made upon the conditions herein stated or otherwise, and this decree shall not be pleaded in any future criminal or civil action in justification for any act otherwise illegal.

Eleventh: That the Booth Fisheries Company of Delaware, its officers, agents, servants and employees and W. T. Chutter are, from and after sixty days from the date hereof, permanently enjoined from operating or otherwise controlling the corporate action of the International Fisheries Company and Chlopeck Fish Company, except upon the following terms and conditions:

The name of "Booth Fisheries Company" shall, within sixty days from the date hereof be perpetually and conspicuously posted upon the plants of the International Fisheries Company and Chlopeck Fish Company, and within said period of time imprinted upon all stationery used by the companies now controlled or as hereinafter controlled or acquired by the Booth Fisheries Company of Delaware, or any of its subsidiary companies, their officers, agents, servants and employees.

Twelfth: That the Booth Fisheries Company of Delaware, its said subsidiary companies, their officers, agents and employees, on the one part, and San Juan Fishing and Packing Company, its officers, agents and employees, on the other part, be and are hereby permanently enjoined from combining or conspiring together to control or attempt to control the action of common carriers on questions of policy and rate making in which shippers of halibut are commonly interested by withdrawing or threatening to withdraw business from any such common carrier or otherwise attempting by threats or intimidation to influence the action of such common carriers.

Thirteenth: That the Booth Fisheries Company of Delaware and its subsidiary companies, officers, agents,

and employees, and the San Juan Fishing and Packing Company, its officers, agents and employees, are permanently enjoined from operating or carrying on any business in the halibut trade through or in the name of the Occidental Fish Company so long as the capital stock of said Occidental Fish Company is jointly owned or controlled by said companies, their agents, officers or employees.

Fourteenth: That the Booth Fisheries Company of Delaware and each of its said subsidiary companies, and the San Juan Fishing and Packing Company, their officers, agents and employees, and each of them, are hereby perpetually enjoined against the operation and control of the business of individuals, persons or corporations engaged in the halibut trade, either heretofore purchased or hereafter acquired, except upon the condition that the company so purchasing or acquiring such business shall conspicuously post and maintain upon the premises where said business is conducted the name of the company owning and operating the same and imprint its name as such owner or operator upon all stationery used in such business.

Fifteenth: That this decree may, upon the motion of any party hereto and upon due notice, be modified at any time in any respect for good cause shown as to the court may seem just and proper.

Done in open court this 13th day of March, 1918.

JEREMIAH NETERER,
United States District Judge.

United States v. Seattle Produce Assoc., et al., Equity No. 410 (W.D. Wash. Mar. 21, 1925)



U. S. v. SEATTLE PRODUCE ASSOCIATION 1207

UNITED STATES OF AMERICA, COMPLAINANT,

VS.

SEATTLE PRODUCE ASSOCIATION, C. W. Chamberlain & Company, Smith & Bluxom, Crenshaw & Bluxom, Walter Bowen & Company, Pioneer Fruit Company, Pacific Fruit & Produce Company, Ryan Fruit Company, Grossman Bros. & Rea, Seattle Commission Co., E. C. Clyde & Co., Lyman Fleming Company, J. W. Selover & Son, R. P. Russell, Inc., Jones & Grossman Co., corporations; John E. Radford and Almon Allen, co-partners doing business under the firm name and style of Radford & Company; A. C. Kramer, J. H. Winship, and Jack A. Weston, co-partners doing business under the firm name and style of Washington Commission Company; A. Hagen and A. E. Hagen, co-partners doing business under the firm name and style of A. Hagen & Son; Y. Bando and Z. Wakano, co-partners doing business under the firm name and style of Farmers Produce Company; Daniel H. Smith and Merritt Bluxom, doing business under the firm name and style of Independent Brokerage Company; Joseph A. Campbell and J. W. Watson, doing business under the firm name and style of Arris, Campbell & Gault, co-partnerships; C. F. Bishop, Jr., doing business under the name and style of Bishop & Company; H. Noni, doing business under the firm name and style of Western Produce Company; William Meister, doing business under the firm name and style of California Commission Company; R. Asano, doing business under the firm name and style of West Coast Produce Company; J. W. Morris, doing business under the firm name and style of J. W. Morris & Company; Edward H. Cruse and E. S. Gill, individuals, Defendants.

FINAL DECREE.

This cause came on to be heard at this term, and upon consideration thereof and upon motion of the petitioner, by Thomas P. Revelle, United States Attorney for the Western District of Washington, its attorney, and Cor-

UNITED STATES OF AMERICA v. SEATTLE
PRODUCE ASSOCIATION ET AL.,
DEFENDANTS.

IN THE DISTRICT COURT OF THE UNITED STATES IN
AND FOR THE WESTERN DISTRICT OF WASHINGTON,
NORTHERN DIVISION.

In Equity No. 410.

nelius E. Hughes, Special Assistant to the United States Attorney, and Henry A. Guiler, Harry H. Atkinson and Ellis DeBruler, Special Assistants to the Attorney General, of counsel for relief in accordance with the prayer of the petition and all the defendants having appeared therein by their attorneys, Guie & Halverstadt and Chriss A. Bell and having consented thereto in open Court.

Now, therefore, IT IS ORDERED, ADJUDGED AND DECREED, as follows, viz:

1. That the combination and conspiracy in restraint of interstate trade and commerce, the acts, regulations, rules, resolutions, agreements, contracts and understandings in restraint of interstate trade and commerce as described in the petition herein, and the restraint of such trade and commerce obtained thereby, are violative of the Act of Congress of July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," known as the Sherman Antitrust Act.

2. That the defendants, and each of them, and their members, officers, agents, servants, and all persons acting under, through, by, or in behalf of them, or either of them, or claiming so to act be and hereby are enjoined from directly and indirectly, individually and collectively, engaging in, carrying out, and continuing, and attempting to engage in, carry out, and continue the conspiracy described in the complaint or any other conspiracy like or similar thereto, the effect of which would be to, or might have a tendency to, restrain the trade and commerce in said produce and other like articles described in the complaint and from doing any act or using any of the means described in the complaint or any act or means like or similar thereto in furtherance of said conspiracy, or to effect the objects thereof.

3. That the defendant Seattle Produce Association be and hereby is declared to be illegal and in violation of law, and its officers, members and agents be and hereby are ordered and directed to forthwith dissolve and forever discontinue said association and that the defendants, their members, and others be and hereby are enjoined

from forming any association, exchange, corporation, company, or concern like or similar thereto.

4. That the said defendants, and each of them, and their members, officers, agents, servants, employees, and all persons acting under, through, by, or in behalf of them or any of them, or claiming so to act, be, and hereby are individually and collectively, perpetually enjoined, restrained, and prohibited, directly and indirectly, from:

(a) Agreeing to, fixing, establishing, and maintaining among themselves; (1) the prices to be paid and charged for said produce and other like articles; (2) uniform prices to be paid and charged for said produce and other like articles; (3) terms, discounts, conditions, and policies which should obtain with respect to the purchase, sale, disposal, and delivery of said produce and other like articles; and (4) uniform terms, discounts, conditions, and policies which should obtain with respect to the purchase, sale, disposal, and delivery of said produce and other like articles.

(b) Agreeing to enhance, and enhancing, among themselves, the prices to be charged for said produce and other like articles.

(c) Agreeing to exclude, and to use any means to exclude, competitors from engaging in the business of buying and selling said produce and other like articles.

(d) Agreeing to refuse, and refusing among themselves, to sell to anyone not a member of said association who failed or refused to maintain any prices fixed by said association.

(e) Agreeing among themselves to prevent, and preventing, anyone not a member of said Seattle Produce Association from participating with them in pooled carload shipments.

(f) Agreeing to refuse, and refusing, to include in pooled carload shipments the orders of any person or concern not a member of said Seattle Produce Association.

(g) Inducing and coercing by solicitation, persuasion, exhortation and by preparation of, sending, mail-

ing, distributing, and disseminating printed resolutions, circulars, pamphlets, letters, telegrams, newspaper articles, and other printed and written matter to each other and others to fix, agree to, establish, and maintain uniform prices, terms, discounts, and policies for the purchase, sale, shipment, and transportation of said vegetables, fruits, produce, and other like articles, and to hinder and prevent competition between themselves and others in such purchase, sale, shipment, and transportation of said produce and other like articles.

(h) Agreeing to fix and fixing among themselves certain prices, terms, conditions and territorial limits for the delivery of said produce and other like articles in the said city of Seattle and elsewhere.

(i) Agreeing to establish, maintain and circulate among themselves, and establishing, maintaining and circulating among themselves, "delinquent lists" so-called, commonly known as blacklists, containing the names of persons, firms and corporations to whom they would not sell said produce except for cash.

(j) Agreeing not to pay freight and cartage charges on produce shipped by the defendants from the said city of Seattle to any point outside of said State of Washington.

(k) Agreeing to fine and fining any defendant for failure or refusal to abide by any by-laws, rules, resolutions, and regulations like or similar to those described in the complaint.

(l) Agreeing to refuse to purchase, and refusing to purchase, produce direct from the growers and producers thereof and from their respective agents.

(m) Agreeing to purchase and purchasing produce through any purchasing committee like or similar to that described in the complaint.

(n) Agreeing to enhance and enhancing prices of said produce by limiting and curtailing the purchase and distribution thereof and arbitrarily creating a shortage thereof.

(o) In any manner carrying out or continuing in force said agreement dated November 22nd, 1923, marked "Exhibit 1", in the complaint and entering into any like or similar agreement or agreements.

(p) Agreeing to adhere to and adhering to rules of credit set forth in the complaint as "Exhibit 2". Provided, however, that the defendants may maintain a credit bureau for the sole purpose of furnishing upon specific requests accurate information as to the financial standing and the credit rating of persons and corporations purchasing or attempting to purchase produce, vegetables, fruit and other like articles, but not to create directly or indirectly a list or class of so-called legitimate or preferred dealers or purchasers.

DATED: At Seattle, Washington.
March 21, 1925.

JEREMIAH NETERER,
United States District Judge.

United States v. Northwest Shoe Finders Credit Bureau, et al., Equity No. 579 (W.D. Wash. Jan. 11, 1928)



UNITED STATES OF AMERICA vs. NORTHWEST
SHOE FINDERS CREDIT BUREAU, ET AL.

IN THE DISTRICT COURT OF THE UNITED STATES FOR
THE WESTERN DISTRICT OF WASHINGTON, NORTHERN
DIVISION.

In Equity No. 579.

UNITED STATES OF AMERICA, PLAINTIFF

VS.

NORTHWEST SHOE FINDERS CREDIT BUREAU, A VOLUNTARY
association; Duncan & Sons, Inc., a corporation; North-
west Leather Company, a corporation; Jacob Olswang,
Harry Olswang, and Arthur Olswang, copartners do-
ing business as Olswang & Sons; J. M. Arensberg; F.
Kuchera & Son Co., a corporation; Stephen M. Os-
borne; James Alexander Duncan; The Breyman
Leather Company, a corporation; Marshall-Wells Com-
pany, a corporation; and The George Lawrence Com-
pany, a corporation, defendants.

DECREE.

The United States of America, having filed its petition
herein on the 29th day of March, 1927, and the defend-

ants, Northwest Shoe Finders Credit Bureau, a voluntary association; Duncan & Sons, Inc., a corporation; Northwest Leather Company, a corporation; Jacob Olswang, Harry Olswang, and Arthur Olswang, co-partners doing business under the firm name and style of Olswang & Sons; J. M. Arensberg; F. Kuchera & Son Co., a corporation; Stephen M. Osborne; James Alexander Duncan; The Breyman Leather Company, a corporation; Marshall-Wells Company, a corporation; having duly appeared by their respective attorneys:

This cause came on to be heard before the above entitled Court, the Honorable Jeremiah Neterer presiding, on the 11th day of January, A. D. 1928; Thomas P. Revelle, United States Attorney for the Western District of Washington; C. Stanley Thompson and R. P. Stewart, Special Assistants to the Attorney General, appearing on behalf of the United States of America, and Jay C. Allen, Roberts & Skeel and Elwood Hutcheson, Emmons, Lusk & Bynon, William B. Layton and Chriss A. Bell appearing, respectively, on behalf of the several defendants;

And it appearing to the court that the petition herein states a cause of action and that the court has jurisdiction of the subject matter alleged in the petition; and the United States of America having moved the court for an injunction and for other relief against the defendants as hereinafter decreed; and the court having fully considered the statements of counsel for the respective parties; and the court being fully advised in the premises; and all of the defendants through their said attorneys, now and here consenting to the rendition and entry of this decree;

Now, therefore, it is ordered, adjudged, and decreed:

That the defendants, their officers, agents, servants, and/or employees be, and they are hereby, perpetually enjoined and prohibited:

(a) From agreeing or contracting together, or with one another, orally or in writing, expressly or impliedly, directly or indirectly, to fix, and/or to establish, and/or

to maintain, prices, terms, or conditions on which the commodities described in the petition herein, or any of them, shall be sold to retail dealers in said commodities.

(b) From agreeing or contracting together, or with one another, orally or in writing, expressly or impliedly, directly or indirectly, to establish, use or maintain rules or regulations of any character restrictive of competition between the defendants, or any of them.

(c) From agreeing among themselves, or with one another expressly or impliedly, directly or indirectly, to threaten to discriminate against, and/or from agreeing among themselves, or with one another, expressly or impliedly, directly or indirectly, to discriminate against any person or corporation doing business as a wholesale dealer in the commodities described in the petition herein, or any of them, who is not a member of the defendant association, or of any similar association, or whom being a member of the defendant association, does not abide by its by-laws, rules, understandings, agreements, policies, or practices.

(d) From agreeing or contracting together, or with one another, orally or in writing, expressly or impliedly, directly or indirectly, to coerce, and/or from so agreeing or contracting to require, manufacturers of the commodities described in the petition herein, or any of them, to exclude from the purchases and sales of said commodities, or any of them, any person, persons, corporation or corporations, engaged in business as wholesale dealers in competition with the said defendants, or any of them.

(e) From agreeing and contracting together, or with one another, orally or in writing, expressly or impliedly, directly or indirectly, to withhold the patronage of said defendants, or any of them, from any manufacturer of said commodities described in the petition herein by reason of or on account of such manufacturer having sold or supplied any of the commodities described in the petition herein to the wholesale dealers hereinbefore referred to, or any of them, or to any other person and/or cor-

poration now or hereafter engaged in business as a wholesale dealer in said commodities in competition with the defendants, or any of them.

(f) From agreeing and contracting together, or with one another, orally or in writing, expressly or impliedly, directly or indirectly, to conduct the said businesses of the said defendants in accordance with a plan or plans involving the purchasing of the commodities described in the petition herein, by the said defendants, only from manufacturers who have refrained or who hereafter refrain from supplying said commodities to any person, firm, or corporation, now or hereafter engaged in business as a wholesale dealer in said commodities in competition with the defendants, or any of them.

(g) From agreeing to send and/or from sending by concerted action or in pursuance of an agreement with one another, oral or in writing, to manufacturers, or their agents, engaged in selling and transporting the commodities described in the petition herein, among the several states, communications, oral or written, suggesting directly, or indirectly, that said manufacturers or their agents, shall refrain from selling said commodities described in the petition herein to any person, firm, or corporation now or hereafter engaged in business as a wholesale dealer in said commodities, in competition with the defendants, or any of them.

(h) From directly or indirectly carrying out or continuing in effect any by-laws, agreements, or contracts, and from making any express or implied agreements or contracts with one another similar to those alleged in the petition herein, the effect of which would be to prevent the free and unrestrained flow of interstate commerce in said commodities.

(i) That jurisdiction of this cause is hereby retained for the purpose of giving full effect to this decree, and for the purpose of making such other and further orders, decrees and amendments or modifications, or taking such other action, if any, as may be necessary or appropriate

to the carrying out and enforcement of said decree; and for the purpose of enabling any of the parties to this decree to make application to the court at any time for such further orders and directions as may be necessary or proper in relation to the execution of the provisions of this decree, and for the enforcement of strict compliance therewith.

Dated this 11th day of January, 1928.

JEREMIAH NETERER,
United States District Judge.

United States v. Washington Wholesale Grocers Association, et al., Civil No. 538 (W.D. Wash. Aug. 10, 1942)



Trade Regulation Reporter - Trade Cases (1932 - 1992), United States of America, Plaintiff, v. Washington Wholesale Grocers Association, American Wholesale Grocery, Matchett-Macklem Company, Merchants Wholesale Grocery Co., National Grocery Company, Pacific Fruit and Produce Company, Inc., Pacific Grocery Company, Western States Grocery Company, Tacoma Grocery Co., West Coast Grocery Company, Younglove Grocery Company, Horace V. X. Wright, Clair Macklem, William O. McKenzie, James Matchett, Norman Parke, Otto Guthman, W. F. Shipley, Geo. W. Fowler, A. Gordon Stephenson, Robert H. Hyde, Norton R. Younglove, W. Fred Lee., U.S. District Court, W.D. Washington, 1940-1943 Trade Cases ¶56,230, (Aug. 10, 1942)

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United States of America, Plaintiff, v. Washington Wholesale Grocers Association, American Wholesale Grocery, Matchett-Macklem Company, Merchants Wholesale Grocery Co., National Grocery Company, Pacific Fruit and Produce Company, Inc., Pacific Grocery Company, Western States Grocery Company, Tacoma Grocery Co., West Coast Grocery Company, Younglove Grocery Company, Horace V. X. Wright, Clair Macklem, William O. McKenzie, James Matchett, Norman Parke, Otto Guthman, W. F. Shipley, Geo. W. Fowler, A. Gordon Stephenson, Robert H. Hyde, Norton R. Younglove, W. Fred Lee.

1940-1943 Trade Cases ¶56,230. U.S. District Court, W.D. Washington, Northern Division, Civil action No. 538. August 10, 1942.

Wholesale grocers enter into a consent decree enjoining them from agreeing to fix prices, fix mark-ups, circulate false rumors as to scarcity, classify dealers for the purpose of discrimination, fix allocations of business, circulate false or volunteer statements to impair credit standing or business reputation of any grocer, circulate or compile any suggested price list, or prevent anyone from engaging in the distribution of any grocery product or from selling to or buying from anyone. The wholesale grocers are enjoined by consent from holding meetings to discuss prices or allocations of business or for the purpose of maintaining a program to prevent anyone from engaging in the distribution of any grocery product; from circulating false rumors as to scarcity; and from circulating false statements to impair the credit standing or business reputation of any member of the industry. Defendants consent to dissolve and liquidate defendant trade association. The decree does not prohibit certain cooperative advertising activities and certain other specified activities.

Entered by John C. Bowen, U. S. District Judge.

For the complainant: Francis Biddle, Attorney General; Thurman Arnold, Assistant Attorney General; J. Charles Dennis, U. S. Attorney; Charles S. Burdell, Special Assistant to the Attorney General; John A. Burns, Gareth M. Neville, Special Attorneys, Department of Justice.

Final Judgment

The Complainant, United States of America, having filed its complaint herein on July 1, 1942, and all parties having severally consented to the entry of this final decree herein 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 any testimony has been taken herein, and without trial or adjudication of any issue of fact or law herein, and upon consent of all parties hereto, it is hereby

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Ordered, adjudged and decreed as follows:

I

[*Jurisdiction*]

That the Court has jurisdiction in the subject matter hereof and of all the parties hereto, and that the complaint states a cause of action against defendants and each of them for violation of [Sections 1 and 3 of the Sherman Act](#) and the acts amendatory thereof, and supplemental thereto.

II

[*Definitions*]

As used in this decree:

- (a) The phrase “grocery products” refers to all foodstuffs and groceries, including fresh and packaged fruits and vegetables, dairy products, meats and bakery products and all other articles generally obtainable from retail grocery establishments.
- (b) The term “jobbers” refers to individuals and companies engaged in the business of selling and distributing grocery products to retailers.
- (c) The term “Western Washington territory” means all that part of the State of Washington lying west of the Cascade Mountains.
- (d) The term “jobbing business” means the business of selling and distributing grocery products to retailers.
- (e) The term “retailers” means those companies and individuals which engage in the business of selling and distributing grocery products to consumers.
- (f) the term “successor” shall refer to an individual, firm, or corporation engaged in the jobbing business, as hereinabove defined, and to which there has been a succession from a defendant herein.

III

[*Activities Enjoined*]

Each of the defendants and each of their directors, officers, agents, employees, subsidiaries and successors and all persons acting or claiming to act under, through, or for them, or any' of them, is hereby enjoined and restrained, in connection with the conducting of a jobbing business, from entering into, adhering to, maintaining or furthering any contract, agreement, understanding, plan or program with any other defendant or jobber, or a representative thereof, to do or attempt to do or to induce others to do the following things, or any of them, in the Western Washington territory, as hereinabove defined, or in the Territory of Alaska;

- (1) Determine, fix, maintain or adhere to prices for any grocery product;
- (2) Fix, determine, maintain, make uniform or prevent changes in mark-ups or amounts to be added to or included in prices for any grocery product;
- (3) Circulate false rumors or false assertions that supplies of any grocery product are scarce or limited;
- (4) Classify or designate any individual or company as entitled, or as not entitled, to purchase deal in, or distribute any grocery product or as an individual or company, to be discriminated in favor of or against, or to coerce, compel, advise or persuade any manufacturer, distributor or other person, to refrain from selling or distributing to, or to discriminate in favor of or against any individual or company in the sale or distribution of any grocery product ;
- (5) Fix, determine, designate or maintain channels of distribution or allocations of business for any grocery product

(6) Circulate or disseminate false, unfounded, or volunteer statements to impair, or concerning, the credit standing or business reputation of any member or prospective member of the grocery industry or of any officer or employee of such a member or prospective member;

(7) Circulate, issue, adopt or compile any suggested price list for grocery products;

(8) Prevent, hinder or discourage any individual or company from engaging in the distribution or sale of any grocery product, or from selling any grocery product to, or buying any grocery product from, any individual or company.

IV

Each of the defendants and each of their directors, officers, agents, employees, subsidiaries and successors and all persons acting under, through, or for them, or any of them is hereby enjoined and restrained, in connection with the conducting of a jobbing business, from doing, attempting to do, or inducing others to do the following things, or any of them, in the Western Washington territory, as hereinabove defined, or in the Territory of Alaska:

(1) Sponsor, call, hold or participate in any meeting or conference for the purpose of securing adherence to, or discussing, agreeing upon', or maintaining prices, terms and conditions of sale, amounts to be included in or deducted from prices, or allocations of business by jobbers, or for the purpose of maintaining or furthering any contract, agreement, plan, program or other concerted action to prevent, hinder, or discourage any individual or company from engaging in the distribution or sale of any grocery product, or for the purpose of maintaining or furthering any activity prohibited by section III;

(2) Circulate false rumors of false assertions that supplies of any grocery product are scarce or limited;

(3) Circulate or disseminate false or founded statements to impair, or concerning, the credit standing or business reputation of any member or prospective member of the grocery industry or of any officer or employee of such a member or prospective member.

V

[*Association to be Dissolved*]

Each of the defendants and each of their directors, officers, agents, employees, subsidiaries and successors and all persons acting under, through, or for them or any of them shall forthwith take such steps as are necessary to dissolve and liquidate defendant Washington Wholesale Grocers Association.

VI

[*Activities Not Prohibited*]

(a) Nothing contained herein shall be deemed to affect activities which are otherwise lawful within a wholesale sponsored voluntary chain, or within a retailer owned wholesale group, or within jobber owned or controlled retail outlets, and nothing in this decree shall be deemed to prohibit a defendant wholesale sponsored voluntary chain or defendant retailer owned wholesale group or defendant jobber owned or controlled retail outlets from engaging in such cooperative advertising activities as may be otherwise lawful. This provision shall not be deemed to pass upon the legality of the activities of wholesale sponsored voluntary chains, retailer owned wholesale groups, or jobber owned or controlled retail outlets, nor the legality of cooperative advertising.

(b) Nothing contained in this decree shall apply to the conduct of the individual business of any defendant ; nor shall this decree prohibit any purchase or sale of grocery products by a defendant from or to another defendant or from or to another jobber; nor shall anything in this decree apply to any agreement or action taken between a defendant and any of its subsidiaries, or between the subsidiaries of any defendant, or between a defendant and its parent corporation, or between a defendant corporation and any corporation affiliated with it through common ownership of a majority of the voting stock of both corporatoin, or between any such affiliated corporations of a defendant corporation.

VII

[*Department of Justice to Have Access to Records; Reports*]

For the purpose of securing compliance with this Decree, and for no other purpose, duly authorized representatives of the Department of Justice shall, on written request of the Attorney General or art Assistant Attorney General, and on reasonable notice to the defendants made to the principal office of the defendants, be permitted subject to any legally recognized privilege (1) access, during the office hours of the 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 matter contained in this Decree, (2) without restraint or interference from the defendants to interview officers or employees of the defendants, who may have counsel present, regarding any such matters, and (3) to require the defendants, on such written request, to submit such reports in respect of any such matters as may from time to time be reasonably necessary for the proper enforcement of this Decree; provided, however, that information obtained by the means permitted in this paragraph shall not be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Department of Justice except in the course of legal proceedings for the purpose of securing compliance with this Decree in which the United States is a party or as, otherwise required by law.

VIII

[*Jurisdiction Retained*]

(a) Jurisdiction of this cause is retained for the purpose of enabling any of the parties to this Decree 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 Decree, for the modification or termination of any of the provisions thereof; for the enforcement of compliance therewith, and for the punishment of violations thereof.

[*No Implication That Restraint Is Warranted*]

(b) The above decree is entered without implication by the Court that, in the absence of consent by the defendants, the underlying facts legally warrant judicial restraint of the activities enjoined by the decree.

United States v. Washington Wholesale Tobacco & Candy Distributors, et al., Civil No. 570 (W.D. Wash. 1942)



Trade Regulation Reporter - Trade Cases (1932 - 1992), United States of America v. Washington Wholesale Tobacco & Candy Distributors, Inc.; Retail Cigar Dealers Association of Seattle; Washington Tobacco Bureau, Inc.; Glaser Bros; Brewster Cigar Company; L. Marks & Co., Inc.; Sterling Tobacco Co., Inc.; Sam Lavroff & Company; Feek Cigar Company; B. & P. Distributors, Inc.; Green's Tobacco Shop; Ben Paris Sporting Goods & Recreation Co., Inc.; Northwest Recreation, Inc.; Chris Culmback; Ben F. Hibbard; Solomon G. Spring; James R. Brewster; H. D. Bracken; Fred C. Robeson; Louis Marks; Joseph D. Burke; Ben M. Paris; Jay E. Dootson; Samuel Lavroff; Lena Feek; Joe Bernbaum; K. G. Leghorn; Robert Eilenberg; Jacob Keiter; Maurice Stoffer; John Frear; Dean Efner., U.S. District Court, W.D. Washington, 1940-1943 Trade Cases ¶56,234, (Aug. 24, 1942)

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

United States of America v. Washington Wholesale Tobacco & Candy Distributors, Inc.; Retail Cigar Dealers Association of Seattle; Washington Tobacco Bureau, Inc.; Glaser Bros; Brewster Cigar Company; L. Marks & Co., Inc.; Sterling Tobacco Co., Inc.; Sam Lavroff & Company; Feek Cigar Company; B. & P. Distributors, Inc.; Green's Tobacco Shop; Ben Paris Sporting Goods & Recreation Co., Inc.; Northwest Recreation, Inc.; Chris Culmback; Ben F. Hibbard; Solomon G. Spring; James R. Brewster; H. D. Bracken; Fred C. Robeson; Louis Marks; Joseph D. Burke; Ben M. Paris; Jay E. Dootson; Samuel Lavroff; Lena Feek; Joe Bernbaum; K. G. Leghorn; Robert Eilenberg; Jacob Keiter; Maurice Stoffer; John Frear; Dean Efner.

1940-1943 Trade Cases ¶56,234. U.S. District Court, W.D. Washington, Northern Division. Civil action No. 570. Dated and filed August 24, 1942.

Tobacco jobbers and retailers are enjoined by a consent decree from entering into any agreement to fix prices (other than an agreement valid under Federal and state laws) for tobacco or tobacco products sold in western Washington, to fix mark-ups, to classify dealers or distributors for the purpose of discrimination, to fix channels of distribution or allocations of business, or to circulate any suggested price list. Defendants are enjoined from participating in any meeting or conference for the purpose of agreeing upon prices, allocating business, etc., and a defendant association is dissolved.

Entered by LLOYD L, BLACK, D. J.

For complainant: Francis Biddle, Attorney General; Charles S. Burdell, Special Assistant to the Attorney General; Thurman Arnold, Assistant Attorney General; J. Charles Dennis, United States Attorney; Robert McFadden and John H. Daly, Special Attorneys, Department of Justice.

For defendants: Anthony Savage, Wheeler Grey, and Van C. Griffin, all of Seattle, Wash.

Final Judgment

The Complainant, United States of America, having filed its complaint herein on August 24, 1942, and all parties having severally consented to the entry of this final decree herein 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 any testimony has been taken herein, and without trial or adjudication of any issue of fact or law herein, and upon consent of all parties signatory hereto, it is hereby

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Ordered, adjudged and decreed as follows:

I.

[*Jurisdiction*]

That the Court has jurisdiction in the subject matter hereof and of all the parties hereto, and that the complaint states a cause of action against defendants and each of them for violation of [Section 1 of the Sherman Act](#) and the acts amendatory thereof, and supplemental thereto.

II.

[*Definitions*]

As used in this decree:

A. The term “national manufacturers” means those companies and individuals which engage in one or more of the following activities: cultivating, growing, processing, handling, packing, producing, and manufacturing tobacco and tobacco products as hereinafter defined outside the State of Washington and which distribute and sell such tobacco and tobacco products in the State of Washington.

B. The term “manufacturers' representatives” means those individuals and companies which act as representatives or agents in the State of Washington for such national manufacturers in the distribution and sale of such tobacco and tobacco products the term includes individuals and companies acting as brokers and commission men in the sale and distribution of such products for and on behalf of such manufacturers.

C. The term “wholesalers” means those individuals and companies engaged in the business of stocking, selling and distributing tobacco and tobacco products at wholesale to retailers as hereinafter defined. D. The term “desk jobbers” means those individuals engaged in the business of taking orders for tobacco and tobacco products for shipment by a national manufacturer direct to retailers.

E. The term “retailers” means those companies and individuals engaged in the business of distributing and selling tobacco and tobacco products to consumers.

F. The term “tobacco products” means cigars and cigarettes and other tobacco products, manufactured in whole or in part from the tobacco plant or leaf, such as pipe tobacco, chewing tobacco, snuff, and other tobacco products so manufactured.

G. The term “wholesale prices” means the prices at which tobacco and tobacco products are sold by wholesalers to retailers.

H. The term “retail prices” means the prices at which tobacco and tobacco products are sold by retailers to consumers.

I. The term “western washington territory” means all that part of the state of washington lying west of the cascade mountains.

III.

[*Activities Enjoined*]

Each of the defendants and each of their directors, officers, agents, employees, subsidiaries and successors and all persons acting or claiming to act under, through, or for them, or any of them, is hereby enjoined and restrained, in connection with the conducting of a jobbing or retail business, from entering into, adhering to, maintaining or furthering any contract, agreement, understanding, plan or program with any other defendant, jobber or retailer or a representative thereof to do or attempt to do or to induce other's to do the following things, or any of them, in the Western Washington Territory, as hereinabove defined:

- a. Determine, fix, maintain or adhere to prices for tobacco or any tobacco product sold or distributed in the western washington territory in interstate trade and commerce, including any phases of retail trade which may be in interstate commerce, except that any retailer may agree with any national manufacturer or wholesaler, or any wholesaler may agree with any retailer or national manufacturer to maintain a sale price on any tobacco or tobacco product, in so far as such agreement shall be valid under all applicable federal and state laws;
- b. Fix, determine, maintain, make uniform or prevent changes in mark-ups or amounts to be added to or included in prices for any tobacco or tobacco product sold or distributed in the western washington territory in interstate trade or commerce, including any phases of retail trade which may be in interstate commerce;
- c. classify or designate any individual or company as entitled or as not entitled, to purchase, deal in, or distribute tobacco or any tobacco product or as an individual or company to be discriminated in favor of or against, or to coerce, compel, advise or persuade any national manufacturer, distributor or other person, to refrain from selling or distributing to, or to discriminate in favor of or against any individual or company in the sale or distribution of tobacco or any tobacco product;
- d. Fix, determine, designate or maintain channels of distribution or allocations of business for any tobacco or any tobacco product;
- e. Circulate, issue, adopt or compile any suggested price list for tobacco or any tobacco product sold or distributed in the western washington territory in interstate trade or commerce, including any phases of retail trade which may be in interstate commerce.

IV.

Each of the defendants and each of their directors, officers, agents, employees, subsidiaries and successors and all persons acting under, through, or for them, or any of them is hereby enjoined and restrained, in connection with the conducting of a jobbing or retail business, from doing, attempting to do, or inducing others, in the Western Washington Territory, as hereinabove defined to sponsor, call, hold or participate in any meeting or conference, whether of the Washington Wholesale Tobacco & Candy Distributors, Inc., the Retail Cigar Dealers Association of Seattle, or otherwise, for the purpose of securing adherence to, or discussing with a view to agreeing upon, agreeing upon, or maintaining prices, terms and conditions of sale, amounts to be included in or deducted from prices, or allocations of business by jobbers, or retailers, or for the purpose of maintaining or furthering any contract, agreement, plan, program or other concerted action to prevent, hinder, or discourage any individual or company from engaging in the distribution or sale of tobacco or any tobacco product, or for the purpose of maintaining or furthering any activity prohibited by Section III hereof.

V.

[*Dissolution Ordered*]

Each of the defendants and each of their directors, officers, agents, employees, subsidiaries and successors and all persons acting under, through, or for them or any of them shall forthwith take such steps as are necessary to dissolve and liquidate defendant Washington Tobacco Bureau, Inc.

VI.

[*Activities Not Prohibited by Decree*]

a. Nothing contained herein shall be deemed to affect activities which are otherwise lawful within a wholesale sponsored voluntary chain, or within a retailer owned group, or within jobber owned or controlled retail outlets, and nothing in this decree shall be deemed to prohibit a defendant wholesale sponsored voluntary chain or defendant retailer owned wholesale group or defendant jobber owned or controlled retail outlets from engaging in such cooperative advertising activities as may be otherwise lawful. This provision shall not be deemed to pass

upon the legality of the activities of wholesale sponsored voluntary chains, retailer owned wholesale groups, or jobber owned or controlled retail outlets, nor upon the legality of cooperative advertising.

b. Nothing contained in this decree shall apply to the conduct of the individual business of any defendant; nor shall this decree prohibit any purchase or sale of tobacco or any tobacco products by a defendant from or to another defendant or from or to another jobber or retailer; nor shall anything in this decree apply to any agreement or action taken between a defendant and any of its subsidiaries, or between the subsidiaries of any defendant, or between a defendant and its parent corporation, or between a defendant corporation and any corporation affiliated with it through common ownership of a majority of the voting stock of both corporations, or between any such affiliated corporations of a defendant corporation.

VII.

[*Department of Justice to Have Access to Records, interviews and Reports*]

For the purpose of securing compliance with this Decree, and for no other purpose, duly authorized representatives of the Department of Justice shall, on written request of the Attorney General or an Assistant Attorney General, and on reasonable notice to the defendants made to the principal office of the defendants, be permitted subject to any legally recognized privilege (1) access, during the office hours of the 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 matter contained in this Decree, (2) without restraint or interference from the defendants to interview officers or employees of the defendants, who may have counsel present, regarding any such matters, and (3) to require the defendants, on such written request, to submit such reports in respect of any such matters as may from time to time be reasonably necessary for the proper enforcement, and only for such proper enforcement, of this Decree; provided, however, that information obtained by the means permitted in this paragraphs shall not be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Department of Justice except in the course of legal proceedings for the purpose of securing compliance with this Decree in which the United States is a party or as otherwise required by law.

VIII.

[*Jurisdiction Retained*]

a. Jurisdiction of this cause is retained for the purpose of enabling any of the parties to this Decree 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 Decree, for the modification or termination of any of the provisions thereof; for the enforcement of compliance therewith, and for the punishment of violations thereof.

[*No Implication That Facts Warrant Judicial Restraint*]

b. The above decree is entered without implication by the Court that, in the absence of consent by the defendants, the underlying facts legally warrant judicial restraint of the activities enjoined by the decree.

United States v. Seattle Fish Exchange, Inc., et al., Civil No. 612 (W.D. Wash. Nov. 10, 1942)



Trade Regulation Reporter - Trade Cases (1932 - 1992), United States of America v. Seattle Fish Exchange, Inc.; Nessim Alhadeff; Whiz Fish Products; Booth Fisheries Corporation; Chase Fish Corporation; Dressel-Collins Fish Company; McCallum-Legaz Fish Company, Inc.; New England Fish Company; Edwin Ripley & Son, Inc.; San Juan Fishing & Packing Company; Sebastian-Stuart Fish Company; Washington Fish & Oyster Company; Alexander J. McCallum; William Jensen; William Maddock; Charles Alhadeff; George J. Haecker; Harrald Synnestvedt; C. J. Sebastian; Lawrence C. Calvert; Harry J. Tillman; Roy Jensen., U.S. District Court, W.D. Washington, 1940-1943 Trade Cases ¶56,252, (Nov. 10, 1942)

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United States of America v. Seattle Fish Exchange, Inc.; Nessim Alhadeff; Whiz Fish Products; Booth Fisheries Corporation; Chase Fish Corporation; Dressel-Collins Fish Company; McCallum-Legaz Fish Company, Inc.; New England Fish Company; Edwin Ripley & Son, Inc.; San Juan Fishing & Packing Company; Sebastian-Stuart Fish Company; Washington Fish & Oyster Company; Alexander J. McCallum; William Jensen; William Maddock; Charles Alhadeff; George J. Haecker; Harrald Synnestvedt; C. J. Sebastian; Lawrence C. Calvert; Harry J. Tillman; Roy Jensen.

1940-1943 Trade Cases ¶56,252. U.S. District Court, W.D. Washington, Northern Division. Civil Action No. 612. November 10, 1942.

A fish exchange and its members are enjoined by their consent from entering into any agreement to fix prices or terms in connection with the sale of fish, including charges for boxes, transportation or service; to refrain from bidding for any fish; to purchase only through the defendant exchange; to discriminate against any person or group in the purchase or sale of fish; to classify buyers eligible for credit (except that nothing shall restrict the dissemination of credit information); to formulate any rule to prevent any dealer from purchasing or selling to any person or group; or to allocate purchases or orders for fish. The fish exchange and its members are also enjoined by their consent from participating in meetings for the purpose of furthering any prohibited activities; from participating in any plan to allocate purchases or orders for fish; from discriminating against any person or class on the basis of whether purchases or sales have been made through the exchange; from entering into any agreement prior to bidding for any lot of fish to divide with any competitor; from disclosing to any competitor the prospective bid of any dealer for any lot of fish; from maintaining any agency or brokerage relationship which involves any understanding whereby uniform or differential prices are maintained for the products of different members; from refusing to permit any person to trade at the exchange without discrimination or charge (except that a non-discriminatory fee to pay the costs of the transaction may be charged); and from making bids through or by a common agent. The exchange is ordered to keep posted a full statement of its membership, ownership, trading rules, and fee or commission charges.

For complainant: Francis Biddle, Attorney General; Thurman Arnold, Assistant Attorney General; J. Charles Dennis, United States Attorney; Charles S. Burdell, Special Assistant to the Attorney General; Robert McFadden, Frank Loughran, Alexander L. Cain, Gareth M. Neville; Special Attorneys.

Decree entered by Loyd L. Black, United States District Judge.

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The complainant, United States of America, having filed its complaint herein on November 10, 1942, and all parties having severally consented to the entry of this final decree herein without trial or adjudication of any issue of fact or law herein and without admission by any party in respect of such issue,

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

Ordered, adjudged and decreed as follows:

I

[*Jurisdiction and Cause of Action*]

That the Court has jurisdiction of the subject matter hereof and of the parties hereto and that the complaint states a cause of action against the defendants for violation of [Section 1 of the Sherman Act](#) and acts amendatory thereof and supplemental thereto.

II

[*Definitions*]

As used in this decree:

- (a) The term "dealer" shall be deemed to mean a person, firm or corporation engaged in the business of purchasing fresh fish from fishermen.
- (b) The term "fish" shall be deemed to mean fresh, frozen and processed Ash, as distinguished from canned fish, and includes the following specific varieties: halibut, sablefish, ling cod, red cod, and deep-sea sole.
- (c) The term "trip" shall be deemed to mean a boatload of fish caught by fishermen.

III

[*Defendant Seattle Fish Exchange*]

Seattle Fish Exchange, Inc., is a non-profit corporation organized and existing under the laws of the State of Washington relating to corporations not formed for profit; and the said corporation is a membership corporation having no capital stock.

IV

[*Agreements Enjoined*]

The defendant Seattle Fish Exchange, Inc. and each of its trustees, officers, agents, employees, and members acting through the instrumentality of said defendant, directly or indirectly, and all persons acting or claiming to act for or on behalf of said defendant, are hereby enjoined and restrained from formulating, entering into, or maintaining any contract, agreement, understanding, or program with any person:

- (a) To fix, determine, maintain or adhere to prices or any other terms, conditions, or charges, including charges for boxes, transportation, or any other service in connection with the sale or purchase of Ash by any other person;
- (b) To refrain from, or to restrict, bidding for any fish, or for any trip, or to fix, determine, maintain, or adhere to amounts to be bid for any lot of fish or for any trip;
- (c) To purchase fish only through the defendant Seattle Fish Exchange, Inc., or only from, or through, a common or designated agency or agencies;
- (d) To refrain from purchasing fish from, or selling fish to any person, group or class, or to discriminate against or in favor of, any person, group or class in the purchase sale, handling or marketing of fish;

(e) To classify persons eligible to purchase fish on credit or other trade terms, or to refrain from selling on credit or other trade terms to any person, group, or class whose eligibility and right thereto are determined in accordance with agreed or suggested rules published by defendant Seattle Fish Exchange; provided, however, that nothing herein contained shall be deemed to limit or restrict the Seattle Fish Exchange, Inc. or Its members from disseminating credit information;

(f) To formulate, promulgate, or observe any rule, regulation, or condition for the sale or purchase of fish with the purpose or effect of preventing any dealer, broker, wholesaler, or re-taller from purchasing fish through, or selling fish to, any person, group, or class;

(g) To allocate or divide among dealers, brokers, wholesalers, or retailers, the market for purchases or sales of, or orders for, fish, whether on the basis of groups or classes of buyers or sellers, on the basis of Individual buyers or sellers, or any geographical basis, or otherwise.

V

[*Activities Enjoined*]

The defendant Seattle Fish Exchange, Inc. and each of its trustees, officers, agents, employees, and members acting through the instrumentality of said defendant, directly or indirectly, and all persons acting or claiming to act for or on behalf of said defendant, are hereby enjoined and restrained from doing or attempting to do the following things or any of them:

(a) Sponsoring, calling, endorsing, holding, or participating in any meeting or conference for the purpose of raising, lowering, fixing, maintaining, or stabilizing prices for the purpose or sale of fish, or for the purpose of controlling or restricting the distribution of fish, or for the purpose of furthering any other activity prohibited by this decree;

(b) Formulating, sponsoring, endorsing, or participating in any plan to allocate or divide among dealers, brokers, wholesalers, or retailers on the market for purchases or sales of, or orders for, fish, whether on a basis of groups or classes of buyers or sellers, on the basis of Individual buyers or sellers, on any geographical basis, or otherwise.

(c) Discriminating against any person, group, or class in the purchases sale, handling, or marketing of fish on the basis of whether purchases or sales have been made through the defendant Seattle Fish Exchange, Inc.;

(d) Entering into any contract, agreement, understanding, plan, or undertaking prior to bidding for any lot of fish or trip to permit any competitor to have the benefit of, or to divide with, or to give to any competitor any portion of such lot of fish, or trip, or otherwise to engage in the practice known as "splitting trips" among dealers or competitors before purchasing fish from fishermen;

(e) Disclosing, disseminating, or circulating to any competitor the prospective bid of any dealer for any trip or lot of fish;

(f) Continuing, establishing, or maintaining any agency or brokerage relationship which Involves, directly or Indirectly, any arrangement, agreement, or understanding whereby uniform or differential prices are agreed upon or maintained for the respective products of different members, principals or dealers;

(g) Refusing to permit any individual, corporation, firm, or association of persons to trade over the Board of the defendant Seattle Fish Exchange, Inc., without discrimination or charge, except that a non-discriminatory fee or commission for separate transactions no more than reasonably sufficient to pay the costs of the transaction to the defendant Exchange may be charged;

(h) Making bids at or over the Board of the defendant Seattle Fish Exchange through or by a common agent.

VI

[*Information as to Exchange to Be Posted*]

It is hereby ordered that defendant Seattle Fish Exchange, Inc. keep posted conspicuously on the premises where its activities are conducted a full and complete statement of its membership, ownership, trading rules, and fee or commission charges.

VII

[*Department of Justice to Be Permitted Access to Records, Interviews and Reports*]

For the purpose of securing compliance with this decree duly authorized representatives of the Department of Justice shall, on written request of the Attorney General or an Assistant Attorney General be permitted (1) access, during the 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 decree, (2) without restraint or interference from the defendant, to interview officers or employees of *the* defendant, who may have counsel present, regarding any such matters, and (3) the defendant, on such request shall submit such reports in respect of any such matters as may from time to time be reasonably necessary for the proper enforcement of this decree. Provided, however, That information obtained by means permitted in this paragraph shall not be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Department of Justice except in the course of legal proceedings for the purpose of securing compliance with this decree in which the United States is a party or as otherwise required by law,

VIII

[*Similar Activities Through Other Associations Enjoined*]

The defendants: Nessim Alhadeff, Whiz Fish Products, Booth Fisheries Corporation, Chase Fish Corporation, Dressel-Collins Fish Company, McCallum-Legaz Fish Company, Inc., New England Fish Company, Edwin Ripley & Son, Inc., San Juan Fishing & Packing Company, Sebastian-Stuart Fish Company, Washington Fish & Oyster Company, Alexander J. McCallum, William Jensen, William Maddock, Charles Alhadeff, George J. Haecker, Harrald Synnestvedt, C. J. Sebastian, Lawrence C Calvert, Harry Tillman, Roy Jensen, and each of them are hereby enjoined from doing or accomplishing by means of or through any other fish exchange or association having a like purpose the things which they are herein enjoined from doing as members of the Seattle Fish Exchange.

IX

[*Jurisdiction Retained*]

Jurisdiction of this cause is retained for the purpose of enabling any of the parties to this decree 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 decree, for the modification or termination of the provisions thereof for the enforcement of compliance therewith and for the punishment of violations thereof.

United States v. North Coast Transportation Co., et al., Civil No. 1675 (W.D. Wash. Aug. 11, 1947)



Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. North Coast Transportation Company, Puget Sound Power & Light Company, Independent Stages, Inc., U.S. District Court, W.D. Washington, 1946-1947 Trade Cases ¶57,608, (Aug. 11, 1947)

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United States v. North Coast Transportation Company, Puget Sound Power & Light Company, Independent Stages, Inc.

1946-1947 Trade Cases ¶57,608. U.S. District Court, W.D. Washington. Civil Action No. 1675. Filed August 11, 1947.

A consent judgment entered in an action charging an attempt to monopolize, and a conspiracy to eliminate competition in the coastwise transportation of passengers by motor bus, in violation of the Sherman Act restrains defendants from entering into or carrying out restrictive agreements with carriers whereby such carriers are required, as a condition to the enjoyment of joint fares, through routes or joint terminal privileges, to refrain from acquiring such advantages from competitors of defendant, and requires one of the defendant corporations, which is wholly owned by the other defendants, and which is maintained as a “fighting ship,” to discourage competition, to divest itself of all operating rights by sale to a purchaser having no relationship with any of the defendants.

Consent Judgment

Plaintiff, the United States of America, having filed its complaint herein on the 20th day of November, 1946; and the defendants having appeared and severally filed their answers to such complaint, denying the substantive allegations thereof; all the undersigned parties hereto by their respective attorneys herein having severally consented to the entry of this final judgment herein without trial or adjudication of any issue of fact or law herein, and without admission herein by any party in respect to any such issue;

NOW, THEREFORE, before any testimony has been taken herein, and without trial or adjudication of any issue of fact or law herein, and upon consent of all parties hereto, it is hereby

ORDERED, ADJUDGED, and DECREED as follows:

[Jurisdiction of Court]

I.

The court has jurisdiction of the subject matter herein, and of all the parties to this judgment, and the complaint states a cause of action against the defendants, and each of them, under Section 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 (15U. S. C. Secs. 1, 2).

II.

[Judgment Applies to Subsidiaries, Employees]

The provisions of this judgment applicable to any defendant shall apply to each of its subsidiaries, successors, assignees and nominees, and to each of its officers, directors, agents and employees, and to each person claiming to act under, through or for them, or any of them.

[Defendants Enjoined From]

III.

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Each of the defendants, Puget Sound Power & Light Company and North Coast Transportation Company (hereinafter referred to as North Coast) is hereby enjoined and restrained from continuing in effect, entering into, performing or enforcing any provision in any contract or arrangement between said defendants or either of them and any carrier, including any feeder line, whereby such carrier is required as a condition to the enjoyment of joint fares, through routes or joint terminal privileges with defendant North Coast to refrain from entering into, or to restrict the scope or the performance of, joint fares, through routes or terminal agreements with competitors of North Coast. Each of said defendants is directed to take such steps as are necessary to waive and to render inoperative such restriction in any existing contract or arrangement with any carrier containing the same, and shall notify all parties to such contracts or arrangements of the waiver of such restrictions, and shall submit to this Court a report in detail of such steps as have been taken in compliance with the terms of this Section III within four (4) months of the date of the entry of this judgment, and shall furnish a copy thereof to the Attorney General.

[*One Defendant Required to Divest Itself of Operating Rights*]

IV.

Defendant Independent Stages, Inc. (hereinafter referred to as Independent), is hereby directed to divest itself completely of all of its operating rights or claims thereto (hereinafter collectively referred to as operating rights) by effecting the sale of said operating rights to a purchaser, or purchasers, that shall have no corporate or other relationship, direct or indirect, by security ownership, management control or otherwise, with any of the defendants named in the complaint herein or with any person affiliated herewith.

Advertisements for bids for the purchase of Independent's operating rights, in a form approved by the Assistant Attorney General in charge of the Antitrust Division, shall be made twice weekly for a period of four (4) weeks in a daily newspaper of general circulation in the cities of Seattle, Washington; Portland, Oregon; and San Francisco and Los Angeles, California, and in each issue of the weekly periodical known as "Traffic World" for four (4) consecutive weeks. Such advertisements shall contain adequate information as to all assets of Independent used or useful in the transportation of passengers (including but not limited to operating rights, interest in busses, and depot rights, if any) and as to the interests of other parties which may have an interest in such assets.

Prospective purchasers shall submit bids for purchase of the operating rights of Independent. Independent shall immediately report to the Attorney General herein all bids and proposals received by it pursuant to said public offer. Within ten (10) days after the date specified for the closing of bids in such advertisement, Independent shall submit to the Court the bids and proposals received and shall at that time petition the Court for permission to sell its operating rights to the highest bidder therefor.

If, after a hearing on the said petition at which all of the interested persons shall have an opportunity to be heard, the Court determines that acceptance of the highest bid for the said operating rights will not bring about substantial competition in the transportation of passengers over the route or routes involved, the Court shall award the said operating rights to the next highest bidder deemed by it qualified to bring about such substantial competition. Upon the Court so determining the successful bidder, defendant Independent shall thereupon by suitable instruments convey its entire right, title and interest in such operating rights to such successful bidder upon payment of the consideration therefor.

Any party submitting a proposal to purchase the said operating rights of Independent shall have the option and privilege at the time of submitting his bid to declare an intention to purchase all or any of the equipment leased or otherwise generally furnished by North Coast to Independent. In the event that the successful bidder for the purchase of the operating rights of Independent as determined by the Court shall have declared such an intention to purchase the said equipment at the time of submitting his bid, said busses and other equipment so specified by the approved purchaser as desired by him shall be conveyed to him for a price to be agreed upon by such parties as being the fair and reasonable market value thereof. In the event of failure on the part

of such parties to agree on such reasonable price the Court, after hearing the interested persons shall fix such reasonable price.

Pending determination by the Court of the successful bidder and the conveyance thereto of the said operating rights of Independent, North Coast and Independent shall take all steps necessary to preserve the operating rights of Independent, provided, however, that upon such conveyance being made such responsibility of said defendant herein shall cease.

In the event consummation of the purchase of said operating rights by a purchaser or purchasers approved by the Court pursuant to the foregoing paragraphs shall require the consent or approval of the Interstate Commerce Commission, approval of such purchase by the Court shall be subject to the obtaining of such approval of said Commission and the parties shall promptly file and diligently prosecute all requisite applications therefor. In the event such approval of any bid by the said Commission is required.

1. The approved bidder shall deposit with the Clerk of the Court cash or a certified check payable to the order of Independent in the amount of the bid, to be delivered to Independent, or order, upon delivery to such purchaser of the conveyance of said operating rights, but to be returned to the bidder if such approval is denied;
2. Contemporaneously, Independent shall deposit with the Clerk of the Court a suitable instrument conveying its entire right, title and interest in or claim to its aforesaid operating rights to such successful bidder, to be delivered to the said purchaser upon the granting of the required approval by the said Commission of said conveyance.

Further, in the event such approval of any bid by the said Commission is required, the approved bidder shall have the option of

1. Granting Independent written permission to suspend all operations under its said operating rights pending the determination by the said Commission of the bidder's application for approval of his acquisition of such rights. In such event the responsibility of defendants North Coast and Independent to preserve such operating rights shall be terminated for the purposes and within the terms of this judgment;
2. Or entering into an agreement with Independent for the continuance of operations and such other steps as may be necessary to preserve the operating rights of Independent by which the approved bidder shall agree to pay to Independent monthly upon receipt of bill therefor the excess, if any, of expenses paid and liabilities incurred over the revenues received by Independent in the operation of the services covered by such operating rights, and by which Independent shall agree to pay to such successful bidder any excess of revenues received over expenses paid and liabilities incurred in the operation of such services, in the event the conveyance of said operating rights to such bidder is approved by the Interstate Commerce Commission.

In the event that divestiture of the operating rights of Independent shall not be consummated within such time as the Court shall deem reasonable pursuant to the procedure set forth in this section, any of the parties thereto shall be at liberty to apply to the Court for such other and further relief as may seem desirable to the end that actual divestiture of the said operating rights of Independent may be accomplished.

[*Defendants Enjoined From Acquiring Such Operating Rights*]

V.

The defendants are hereby severally and jointly restrained and enjoined from hereafter acquiring or reacquiring any of the operating rights now owned or claimed by defendant Independent, and from acquiring directly or indirectly any stock or other financial or management interest or control over the purchaser of the said operating rights under Section IV hereof, or its successors or assignees.

VI.

Nothing contained in this judgment shall be deemed to restrain or prevent the defendants or any of them, from entering into any agreement or taking any action approved by the Interstate Commerce Commission which under the law in effect at the time of such approval is, when so approved, exempt from the provisions of the antitrust laws.

[*Access to Record of Defendant*]

VII.

For the purpose of securing compliance with this judgment and for no other purpose duly authorized representatives of the Department of Justice shall upon written request of the Attorney General or Assistant Attorney General, and on reasonable notice to the defendant made to its principal office be permitted (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 the defendant relating to any matter continued in this judgment; (2) subject to the reasonable convenience of said defendants and without restraint or interference from any of them, to interview officers or employees of such defendants, who may have counsel present, regarding any such matters; and (3) upon such request said defendants shall submit such reports as might from time to time be reasonably necessary to the enforcement of this judgment, *provided* however, that no information obtained by the means provided in this paragraph 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 judgment, or as otherwise required by law.

[*Jurisdiction Retained*]

VIII.

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

United States v. Northern Pacific Railway Co., et al., Civil No. 2277 (W.D. Wash. Jan. 28, 1959)



UNITED STATES DISTRICT COURT
 WESTERN DISTRICT OF WASHINGTON
 NORTHERN DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff)	
)	CIVIL NO. 2277
v.)	
)	FINAL JUDGMENT
NORTHERN PACIFIC RAILWAY COMPANY)	
and NORTHWESTERN IMPROVEMENT)	FILED: January 28, 1959
COMPANY,)	
)	
Defendants)	

Plaintiff, United States of America, having filed its complaint herein; defendants, Northern Pacific Railway Company and Northwestern Improvement Company, having appeared and filed their answer to the complaint; the Partial Final Judgment entered herein on August 31, 1956, affirmed by the Supreme Court of the United States on March 10, 1958, having adjudged unlawful and ordered termination of every provision of any lease (except industrial leases as hereinafter defined) or sale of land or timber providing that the lessee or purchaser shall ship outgoing or incoming freight over the lines of Northern Pacific, and plaintiff and defendants, by their attorneys, having severally consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein with respect to the claims involved in this action based upon defendants' industrial leases and without said judgment constituting evidence or an admission by any party hereto with respect to any such issue; and counsel for defendants having advised the court that defendants have caused to be served upon each of their lessees who is party to an industrial lease a notice of cancellation of traffic clauses contained therein, a copy of such notice being attached hereto,

marked 'Exhibit A' and made a part of this Judgment;

NOW, THEREFORE, without trial or adjudication of any issue of fact or law herein with respect to such claims based upon defendants' industrial leases, and upon consent as aforesaid, it is hereby

ORDERED, ADJUDGED and DECREED as follows:

I.

This Court has jurisdiction of the subject matter hereof and of the parties hereto. The complaint states claims for relief against 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," commonly known as the Sherman Act, as amended.

II.

As used in this Final Judgment:

(A) "Northern Pacific" means the defendant Northern Pacific Railway Company, a Wisconsin corporation having its principal office at St. Paul, Minnesota;

(B) "Northwestern" means the defendant Northwestern Improvement Company, a Delaware corporation having its principal office at St. Paul, Minnesota;

(C) "Industrial leases" mean leases of sites leased for commercial and industrial purposes, and shall include grain elevator and grain warehouse leases;

(D) "Traffic clauses" mean clauses contained in leases which specify that the lessee shall ship incoming or outgoing freight over the railroad of the Northern Pacific or over the lines of a railroad to be designated by either defendant.

III.

The provisions of this Final Judgment shall apply to the defendants Northern Pacific and Northwestern, their officers, directors, agents, employees, subsidiaries, successors and

assigns, and to all persons in active concert or participation with any defendant who receive actual notice of this Final Judgment by personal service or otherwise.

IV.

Each of the defendants is enjoined and restrained from adhering to, enforcing, reviving or renewing any provision contained in defendants' industrial leases providing that the lessee shall ship any outgoing or incoming freight over the railroad of the Northern Pacific, or over the lines of a railroad to be designated by either defendant, and the defendants are ordered and directed to file within sixty (60) days from the date of entry of this Judgment proof by affidavit of service upon all holders of industrial leases from defendants of notice of cancellation of any provision contained in such leases providing that the lessee shall ship any outgoing or incoming freight over the railroad of the Northern Pacific or over the lines of a railroad to be designated by either defendant.

V.

Defendants Northern Pacific and Northwestern are enjoined and restrained from entering into, adhering to, or claiming any rights under:

(A) Any provisions of any industrial lease which are identical with or similar to those described in Section IV hereof, or

(B) Any contract, agreement or understanding restricting the mode of transportation which may be used to ship freight to or from any industrial site purchased or leased from either defendant.

VI.

For the purpose of 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 the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to any defendant made to its principal office, be permitted (1) access during the office hours of such defendant to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of such defendant relating to any matter contained in this Final Judgment, and (2) subject to the reasonable convenience of such defendant and without restraint or interference from it, to interview officers and employees of such defendant, who may have counsel present, regarding any such matter. Upon such request the defendants shall submit such reports in writing to the Department of Justice with respect to any of the matters contained in this Final Judgment as from time to time may be necessary to the enforcement of this Final Judgment. No information obtained by 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 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.

VII.

Jurisdiction of this cause 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 or termination of any of the provisions thereof, for the enforcement of compliance therewith, and for the punishment of violations thereof.

GEO. H. BOLDT
United States District Judge

Dated: January 28, 1959

We hereby consent to the making and entry of the foregoing
Final Judgment.

For the Plaintiff:

/s/ Victor R. Hansen
VICTOR R. HANSEN
Assistant Attorney General

/s/ W. D. Kilgore, Jr.
WILLIAM D. KILGORE, JR.

/s/ Charles L. Whittinghill
CHARLES L. WHITTINGHILL
Attorneys, Department of Justice

/s/ Margaret H. Brass
MARGARET H. BRASS
Attorney, Department of Justice

For the Defendant:

The Northern Pacific Railway Company

/s/ M. L. Countryman, Jr.
M. L. COUNTRYMAN, JR.

/s/ Dean H. Eastman
DEAN H. EASTMAN

/s/ Harold G. Boggs
HAROLD G. BOGGS

For the Defendant:

The Northwestern Improvement Company

/s/ M. L. Countryman, Jr.
M. L. COUNTRYMAN, JR.

/s/ Harold G. Boggs
HAROLD G. BOGGS

/s/ Dean H. Eastman
DEAN H. EASTMAN

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EXHIBIT A

NORTHERN PACIFIC RAILWAY COMPANY

Department of Properties and Industrial Development

St. Paul 1, Minn.

P. D. Edgell
General Manager

July 15, 1958

Notice of Cancellation of Traffic Clauses

TO HOLDERS OF INDUSTRIAL LEASES, GRAIN ELEVATOR
LEASES AND GRAIN WAREHOUSE LEASES:

In order that equal treatment may be extended to all of its lessees, Northern Pacific Railway Company has decided to discontinue the use of traffic clauses in its industrial leases (including grain elevator leases and grain warehouse leases) which require the lessee to do all transportation business over the railroad of this Company, and to cancel the traffic clause in all such leases now in effect. Accordingly, you are hereby authorized to cancel and delete the traffic clause contained in any such lease now held by you.

NORTHERN PACIFIC RAILWAY COMPANY

By /s/ P. D. Edgell
General Manager, Properties
and Industrial Development

Receipt of notice of cancellation of traffic clause in
lease Nos. _____
is hereby acknowledged this _____ day of _____, 1958.

United States v. Western Farmers Association, Civil No. 8150 (W.D. Wash. Dec. 8, 1969)



Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Western Farmers Assn., U.S. District Court, W.D. Washington, 1969 Trade Cases ¶72,958, (Dec. 8, 1969)

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

United States v. Western Farmers Assn.

1969 Trade Cases ¶72,958. U.S. District Court, W.D. Washington. Civil No. 8150. Entered December 8, 1969. Case No. 2042 in the Antitrust Division of the Department of Justice.

Clayton Act

Acquisition of Competitor—Fryer Chickens—Consent Decree.—A fryer processor was required by the terms of a consent decree to divest itself of the trade name together with all of the business and good will attached thereto of a competitor which it had acquired. The decree also prohibited the association from utilizing acquired realty in fryer production, from having common officers, directors or executive employees with other firms engaged in fryer production, and from acquiring any fryer processing plant for a period of ten years except upon sixty-day written notice to the government.

For the plaintiff: Richard W. McLaren, Asst. Atty. Gen., William D. Kilgore, Jr., Harry N. Burgess, Marquis L. Smith, James J. Coyle, Anthony E. Desmond, and James E. Figenshaw, Attys., Dept. of Justice; Eugene G. Cushing, U. S. Atty., and Luzerne E. Hufford, Jr., Asst. U. S. Atty.

For the defendant: Thomas H. Macbride, of Macbride and Sax, Seattle, Washington.

Final Judgment

LINDBERG, D. J.: Plaintiff, United States of America, having filed its complaint herein on February 19, 1969, and defendant having filed its answer thereto denying the substantive allegations thereof, and plaintiff and defendant by their respective attorneys having consented to the making and entry of this Final Judgment without admission by either party in respect to any issue:

Now, Therefore, before any testimony has been taken herein, 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.

[*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 7 of the Clayton Act](#), as amended (15 U. S. C. § 18).

II.

[*Definitions*]

As used herein:

(A) "Defendant" means the defendant Western Farmers Association;

(B) "Trade-mark rights" shall mean any and all rights to, or to the use of the trade-names "Little Pete" or "Pederson" and any derivative thereof, together with all of the business and good-will attached thereto, acquired by the defendant as a result of or in connection with its acquisition on January 2, 1968 of the Pederson processing plant;

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(C) "Acquired realty" shall mean the real estate, plant and processing facility acquired by the defendant as a result of or in connection with its acquisition on January 2, 1968 of the Pederson processing plant, and all additions and betterments attached thereto.

III.

[Applicability]

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

IV.

[Divestiture]

(A) Defendant is ordered and directed, not later than February 18, 1970, to divest itself of all right, title and interest which it may have in any and all trade-mark rights.

(B) The divestiture required by the foregoing paragraph (A) of this Section IV shall be made in good faith, shall be absolute and unconditional, and to a person or persons approved in advance by the plaintiff or this Court.

V.

[Use of Acquired Realty]

After February 18, 1970, defendant is enjoined and restrained from, in any manner, using any of the acquired realty in connection with any phase of the production, processing or sale of fryers.

VI.

[Third Party Rights]

(A) The divestiture required herein shall include appropriate provisions respecting rights and liabilities as between defendant and other persons arising from the transactions which are the subject matter of the complaint and any offer of sale involving Pederson or related interests shall include provisions for settling such rights and liabilities without abridgement thereof.

(B) Upon divestiture, Laharjo Poultry Company, Inc. shall have the right to cancel its "Procurement and Marketing Agreement" and its "Agreement Respecting Fryer Production" with defendant on defendant's standard ninety (90) day basis as set forth in said "Procurement and Marketing Agreement."

VII.

[Common Employees— Acquisition of Competitor]

(A) For a period of ten (10) years after the date of divestiture pursuant to this Final Judgment, no person serving as an officer, director or executive employee of defendant shall also serve at the same time as an officer, director or executive employee of any other person engaged in the production, processing or sale of fryers.

(B) For a period of ten (10) years after the date of entry of this Final Judgment, defendant is enjoined and restrained from acquiring any fryer processing plant except after delivery of written notice of any such proposed acquisition to the Assistant Attorney General in charge of the Antitrust Division at least sixty (60) days in advance of the intended effective date of such acquisition.

VIII.

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[Inspection and Compliance]

For the purpose of determining and securing compliance with this Final Judgment, duly authorized representatives of the Department of Justice shall, on written request of the Assistant Attorney General in charge of the Antitrust Division and on reasonable notice to the principal office of the defendant, be permitted, subject to any legally recognized privilege, access during the office hours of defendant, who may have counsel present, to those books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of defendant, regarding the subject matters contained in this Final Judgment; and, subject to the reasonable convenience of defendant and without restraint or any interference from them, to interview officers or employees of any of them, who may have counsel present, regarding any such matters.

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

No information obtained pursuant to 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 United States, 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.

IX.

[Jurisdiction Retained]

Jurisdiction of this cause is retained by the Court 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, the modification of any of the provisions thereof, the enforcement of compliance therewith, and the punishment of violations thereof.

United States v. Arden-Mayfair, Inc., et al., Civil No. 189-71C2 (W.D. Wash. Mar. 23, 1973)



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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
vs.)
)
ARDEN-MAYFAIR, INC.;)
CARNATION COMPANY;)
CONSOLIDATED DAIRY PRODUCTS)
COMPANY; and)
FOREMOST-McKESSON, INC.,)
)
Defendants.)
)

Civil No. 189-71C2
Filed: Feb. 20, 1973
Entered: March 23, 1973

FINAL JUDGMENT

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Plaintiff, United States of America, having filed its
Complaint herein on September 29, 1971, and plaintiff and
the defendants, by their respective attorneys, having consented
to the entry of this Final Judgment, without trial or adjudication
of any issue of fact or law herein, and without admission
by any party with respect to any such issue, and without this
Final Judgment constituting evidence or admission by any party
with respect to any such issue;

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

1 the consent of the parties hereto, it is hereby:

2 ORDERED, ADJUDGED and DECREED as follows:

3 I

4 This Court has jurisdiction of the subject matter
5 of this action and of all parties hereto. The Complaint
6 states a claim against the defendants upon which relief may be
7 granted under Section 1 of the Act of Congress of July 2,
8 1890, entitled "An Act to protect trade and commerce against
9 unlawful restraints and monopolies," as amended (15 U.S.C. §1),
10 commonly known as the Sherman Act.

11 II

12 As used in this Final Judgment:

13 (A) "Raw milk" means unprocessed cows' milk sold
14 or delivered by producers to processor-distributors for
15 processing into dairy products;

16 (B) "Dairy products" means pasteurized and homogenized
17 milk, two-percent milk, skim milk, buttermilk, whipping and
18 table cream, half and half, sour cream, yogurt, cottage cheese,
19 chocolate and other flavored milk, ice cream and ice milk,
20 certified raw milk, butter, cheese, and margarine; and, in
21 addition, means related products which are not processed from
22 raw milk but which are regularly marketed by processor-
23 distributors, consisting of orange and other fruit drinks,
24 sherbet, water ices, popsicles and similar frozen novelties;

25 (C) "Wholesale prices" means those list prices,
26 discounts, and other terms and conditions of sale at which
27 dairy products are to be sold by processor-distributors to
28 grocery stores, restaurants and others who purchase dairy
29 products for resale;

30 (D) "Processor-distributor" means any person who

1 either processes raw milk into dairy products or purchases
2 dairy products from processors for resale and distribution
3 to wholesale customers;

4 (E) "Wholesale customer" means grocery stores,
5 restaurants and others who purchase dairy products for resale;

6 (F) "Person" means any individual, partnership,
7 corporation, firm, association, or other business or legal
8 entity.

9 III

10 The provisions of this Final Judgment unless
11 otherwise expressly limited shall apply throughout the
12 United States to each of the defendants, their subsidiaries,
13 successors and assigns and to their respective officers,
14 directors, agents and employees, and shall also apply to
15 all persons in active concert or participation with any of
16 them who receive actual notice of this Final Judgment by
17 personal service or otherwise, but shall not apply to
18 activities between a defendant and its officers, directors,
19 agents and employees, nor to activities between a defendant
20 and its subsidiary companies or affiliated companies of
21 which 50% or more of the common stock is owned by said
22 defendant or which is in fact controlled by said defendant;
23 provided further that this Final Judgment shall not deprive
24 any defendant of any right which it may enjoy under Section 6
25 of the Clayton Act (15 U.S.C. §17) and/or the Capper-Volstead
26 Act (7 U.S.C. §§291-292) or prohibit any defendant from
27 complying with any other federal or state law or regulation.

28 IV

29 Each of the defendants acting as a processor-
30 distributor is enjoined and restrained from directly or
31 indirectly in any manner entering into, adhering to, or
32 claiming or maintaining any right under any contract,
agreement, arrangement, understanding, plan or program with
any other person:

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(A) To fix, raise, maintain or stabilize prices for the sale of dairy products to any third person;

(B) To submit collusive or rigged bids on dairy products to any agency of the local, state, or federal government, or to any other person;

(C) To allocate or rotate customers or dairy product business among processor-distributors.

V

Each of the defendants is enjoined and restrained from:

(A) Communicating to or exchanging with any other processor-distributor any information concerning prices and terms or conditions of sale for dairy products that are contained in any bid or are to be contained in any bid to any third person prior to the opening of any such bid, or, in the absence of a bid opening, prior to the release by such third person of such information to the public;

(B) Communicating to or exchanging with any other processor-distributor any actual or proposed price, price change, discount, or other terms or conditions of sale at which any dairy product is to be, or has been, sold to any third person, prior to the communication of such information to the public or to customers generally.

Nothing in this paragraph V shall be construed to enjoin or restrain any defendant from communicating to or exchanging with any other processor-distributor any information concerning prices, terms or conditions of sale of bona fide sales of dairy products between said defendant and such other

1 processor-distributor; provided, however, that any such
2 transactions shall be subject to the prohibitions of Section
3 IV(A), (B) and (C) above.

4 VI

5 Each defendant is ordered and directed to individually
6 and independently review and determine its prices, discounts,
7 and other terms and conditions for the sale of dairy products
8 to wholesale customers in the States of Washington and Alaska,
9 put into effect those prices, discounts, terms, and conditions
10 so determined, and file with this Court within ninety (90) days
11 affidavits certifying that these requirements have been fulfilled.

12 VII

13 Each defendant is ordered and directed to:

14 (A) Serve within ninety (90) days after the entry of
15 this Final Judgment a conformed copy of this Final Judgment
16 upon each of its respective officers, directors, managing agents
17 and employees who have any responsibility for establishing
18 wholesale prices, or bids for the sale of dairy products by
19 said defendant;

20 (B) Serve forthwith a conformed copy of this Final
21 Judgment upon each successor officer, director, managing agent
22 and employee who shall have any responsibility for establishing
23 wholesale prices or bids for the sale of dairy products by said
24 defendant;

25 (C) Advise and inform each such officer, director,
26 managing agent and employee upon whom the Final Judgment has
27 been served as described in subparagraphs (A) and (B) above,
28 that violation by him of the terms of this Final Judgment could
29 result in a conviction for contempt of court and could subject
30 him to imprisonment and/or fine;

1 (D) Within one hundred twenty (120) days after the
2 entry of this Final Judgment, to file with this Court and
3 to serve upon the plaintiff affidavits concerning the fact
4 and manner of compliance with subsection (A) of this Section
5 VII.

6 VIII

7 For a period of ten (10) years from the date of entry
8 of this Final Judgment, each defendant is ordered to file
9 with the plaintiff, on each anniversary date of such entry,
10 a report setting forth the steps which it has taken during
11 the prior year to advise the defendant's appropriate officers,
12 directors and employees of its and their obligations under
13 this Final Judgment.

14 IX

15 A. For the purpose of determining or securing
16 compliance with this Final Judgment, duly authorized
17 representatives of the Department of Justice shall, upon the
18 written request of the Attorney General, or the Assistant
19 Attorney General in charge of the Antitrust Division, and upon
20 reasonable notice to each defendant made to its principal office,
21 be permitted, subject to any legally recognized privilege:

22 (a) Access, during office hours of each
23 defendant, to all books, ledgers, accounts,
24 correspondence, memoranda, and other records
25 and documents in the possession of or under
26 the control of said defendant relating to any
27 of the matters contained in this Final Judgment;
28 and

29 (b) Subject to the reasonable convenience
30 of each defendant to interview the officers and

1 employees of said defendant, who may have counsel
2 present, regarding any such matters.

3 B. Upon the written request of the Attorney General or
4 the Assistant Attorney General in charge of the Antitrust
5 Division, made to its principal office, each defendant shall
6 submit such written reports with respect to any of the matters
7 contained in this Final Judgment as from time to time may be
8 requested.

9 C. No information obtained by the means provided in
10 this Section IX shall be divulged by any representative of
11 the Department of Justice to any person other than a duly
12 authorized representative of the Executive Branch of the
13 plaintiff except in the course of legal proceedings to which
14 the United States is a party for the purpose of securing com-
15 pliance with this Final Judgment, or as otherwise required by
16 law.

17 X

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

25 DATED this 23rd day of March, 1973.

26
27 /s/ WALTER T. McGOVERN
28 UNITED STATES DISTRICT JUDGE
29
30

United States v. Northwest Collision Consultants, No. C75-837V (W.D. Wash. Oct. 31, 1977)



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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,)	
)	Civil No. C75-837V
Plaintiff,)	
)	
v.)	<u>FINAL JUDGMENT</u>
)	
NORTHWEST COLLISION CONSULTANTS,)	Filed: July 29, 1977
)	
Defendant.)	Entered: Oct. 31, 1977

Plaintiff, United States of America, having filed its complaint herein on December 3, 1975, and defendant, Northwest Collision Consultants, having appeared by its counsel, and both parties by their respective attorneys having consented to the making and entry of this Final Judgment without admission by any party in respect to any issue;

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

ORDERED, ADJUDGED AND DECREED, as follows:

I

This Court has jurisdiction over the subject matter of this action and of the parties hereto. The complaint states claims upon which relief may be granted against the

1 defendant under Section I of the Act of Congress of
2 July 2, 1890, as amended (15 U.S.C. §1), commonly known
3 as the Sherman Act.

4 II

5 As used in this Final Judgment:

6 (A) "Defendant" means defendant Northwest Collision
7 Consultants;

8 (B) "Person" means any individual, partnership,
9 corporation, association, firm, or any other business or
10 legal entity;

11 (C) "Parts" means any portion of an automobile except
12 the engine and its components;

13 (D) "Body repair job" means the application of new
14 or used parts and labor to the damaged bodies of automobiles
15 for the purpose of repairing them;

16 (E) "Hourly rate" means the time charge applied to
17 the length of time that each body repair job requires; and

18 (F) "Body repair shop" means any person engaged in
19 the performance and sale of a body repair job.

20 III

21 The provisions of this Final Judgment shall apply to
22 the defendant and to each of its officers, directors, agents,
23 employees, members, chapters, successors and assigns, and to
24 all other persons in active concert or participation with any
25 of them who receive actual notice of this Final Judgment by
26 personal service or otherwise.

27 IV

28 Defendant is enjoined and restrained from directly or
29 indirectly:

30 (A) Entering into, adhering to, maintaining, or
31 furthering any contract, agreement, understanding, plan, or
32 program, to fix, establish, or maintain (1) prices charged by

1 body repair shops in the performance and sale of body repair
2 jobs, (2) prices, discounts, markups, or other terms or
3 conditions at which new or used parts are sold by body repair
4 shops, (3) hourly rates charged by body repair shops, or (4)
5 profit margins utilized by body repair shops;

6 (B) Advocating, suggesting, urging, inducing,
7 compelling, or in any other manner influencing or attempting
8 to influence any person to use or adhere to (1) any price to
9 be charged by a body repair shop in the performance and sale
10 of a body repair job, (2) any price, discount, markup, or
11 other term or condition at which new or used parts are to
12 be sold by a body repair shop, (3) any hourly rate to be
13 charged by a body repair shop, or (4) any profit margin to
14 be utilized by a body repair shop;

15 (C) Policing, urging, coercing, influencing, or attempt-
16 ing to influence in any manner any body repair shop or any
17 other person, or devising or putting into effect any procedure
18 (including but not limited to picketing) the effect of which
19 is to fix, maintain, or stabilize (1) prices to be charged by
20 a body repair shop in the performance and sale of a body
21 repair job, (2) any price, discount, markup, or other term
22 or condition at which new or used parts are to be sold by a
23 body repair shop, (3) any hourly rate to be charged by a body
24 repair shop, or (4) any profit margin to be utilized by a
25 body repair shop; and

26 (D) Entering into, adhering to, maintaining or further-
27 ing, any contract, agreement, understanding, plan or program
28 with any other person not to accept or attempt to obtain any
29 body repair job.

30

v

31

Defendant is ordered and directed:

32

(A) Within 60 days after entry of this Final Judgment to

1 serve a copy of this Final Judgment together with a letter
2 identical in text to that attached to this Final Judgment as
3 Appendix A, upon each of those persons who are or have been
4 officers or members of defendant at any time since January 1,
5 1974;

6 (B) To serve a copy of this Final Judgment together
7 with a letter identical in text to that attached to this
8 Final Judgment as Appendix A, upon all of its future members
9 at such time as they become members;

10 (C) To collect from its members and hold until further
11 order of the Court any printed or written materials distributed
12 by defendant, including but not limited to the document
13 entitled "Projected Operating Costs," and without regard to
14 whether said materials are filled out or blank, which refer
15 in any manner to (1) any price charged or to be charged by a
16 body repair shop in the performance and sale of a body repair
17 job, (2) any price, discount, markup, or other term or condition
18 at which new or used parts are sold or are to be sold by a
19 body repair shop, (3) any hourly rate charged or to be charged
20 by a body repair shop, (4) any profit margin utilized or to be
21 utilized by a body repair shop, or (5) any cost of doing
22 business as a body repair shop; and

23 (D) To file with this Court and serve upon the plaintiff
24 within sixty (60) days after the date of entry of this
25 Final Judgment an affidavit as to the fact and manner of
26 compliance with subsections A and C of this Section V.

27 VI

28 (A) For the purpose of determining or securing compli-
29 ance with this Final Judgment, and for no other purpose,
30 any duly authorized representative of the Department of
31 Justice shall, upon written request of the Attorney General
32 or the Assistant Attorney General in charge of the Antitrust

1 Division, and on reasonable notice to defendant made to
2 its principal office, be permitted, subject to any legally
3 recognized privilege:

4 (1) Access during the office hours of
5 defendant to all books, ledgers, accounts, corre-
6 spondence, memoranda, and other records and
7 documents, in the possession or under the control
8 of defendant, relating to any matters contained
9 in this Final Judgment; and

10 (2) Subject to the reasonable convenience
11 of defendant and without restraint of inter-
12 ference from it, to interview officers, directors,
13 agents, partners, members, or employees of defendant,
14 who may have counsel present, regarding any such
15 matters.

16 (B) Defendant, upon the written request of the Attorney
17 General or the Assistant Attorney General in charge of the
18 Antitrust Division, shall submit such reports in writing with
19 respect to any of the matters contained in this Final Judgment
20 as may from time to time be requested.

21 No information obtained by the means provided in this
22 Section VI shall be divulged by any representative of the
23 Department of Justice to any person other than a duly
24 authorized representative of the Executive Branch of the
25 United States, except in the course of legal proceedings to
26 which the United States is a party, or for the purpose of
27 securing compliance with this Final Judgment, or as otherwise
28 required by law.

29 VII

30 Jurisdiction is retained by this Court for the purpose
31 of enabling any of the parties to this Final Judgment to
32 apply to this Court at any time for such further orders and

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directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the modification of any of the provisions hereof, for the enforcement of compliance therewith, and for the punishment of violations thereof.

VIII

Entry of this Final Judgment is in the public interest.

Dated: October 31, 1977

/s/ DONALD S. VOORHEES
United States District Judge

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APPENDIX A

Re: Final Judgment in United States v. Northwest Collision Consultants, Civil No. C75-837V

Dear Sir:

Enclosed herewith is a copy of a Final Judgment entered , 1977 in United States v. Northwest Collision Consultants, Civil No. C75-837V. The terms of the Final Judgment require that a copy of said Judgment as well as this letter be served upon you. You should read the terms of the Final Judgment carefully and note that you as a member of the association are bound by its provisions. The purpose of this letter is to enable you to better understand those provisions.

The essence and intent of the Final Judgment is that you should make your own pricing and profit decisions without consulting with any other body repair shop or organization of body repair shops. These decisions include not only the total cost or bottom line figure of body repair jobs, but also the cost of parts (including whether or not some discount is given), hourly rates, and profit margins. It is, for example, illegal and a violation of the terms of the Final Judgment to attempt to influence another person to utilize a particular margin in his body repair business. In this connection, you are directed to immediately return to this office all copies in your possession of any "Projected Operating Costs" sheets, whether or not these sheets have been filled out, and any other materials you have relating to the cost of doing business which have been distributed by this office.