

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. Globe Ticket Co., American Ticket Corp., Ansell-Simplex Ticket Co., The Arcus Ticket Co., Arcus-Simplex-Brown, Inc., Elliott Ticket Co., Inc., International Ticket Co., The National Ticket Co. and Rand McNally & Co., U.S. District Court, E.D. Pennsylvania, 1969 Trade Cases ¶72,679, (Feb. 11, 1969)

United States v. Globe Ticket Co., American Ticket Corp., Ansell-Simplex Ticket Co., The Arcus Ticket Co., Arcus-Simplex-Brown, Inc., Elliott Ticket Co., Inc., International Ticket Co., The National Ticket Co. and Rand McNally & Co.

1969 Trade Cases ¶72,679. U.S. District Court, E.D. Pennsylvania. Civil Action No. 68-176. Entered February 11, 1969. Amended (Sec. VIII, time period) by order of April 24, 1969. Case No. 1987 in the Antitrust Division of the Department of Justice.

Sherman Act

Price Fixing—Tickets—Consent Decree.—Ticket manufacturers were enjoined by a consent judgment from allocating customers, fixing prices, rigging bids, communicating price information to each other, or participating with or in any trade association or other organization the activities of which are inconsistent with the terms of the judgment. The ban against communication does not preclude that which is ordinarily and necessarily incident to the good faith purchase of tickets from any other manufacturer. A bidding affidavit is required, as is review of price lists and independent pricing.

For the plaintiff: Edwin M. Zimmerman, Asst. Atty. Gen., Baddia J. Rashid, William D. Kilgore, Jr., Donald G. Balthis, John J. Hughes, Walter L. Devany, and Warren Marcus, Attys., Department of Justice, Washington, D. C.

For the defendants: John G. Harkins, Jr., for Globe Ticket Co.; David F. Maxwell, for American Ticket Corp.; George M. Brodhead, for Ansell-Simplex Ticket Co.; Arthur H. Kahn, for The Arcus Ticket Co. and Arcus-Simplex-Brown, Inc.; Charles I. Thompson, Jr., for Elliott Ticket Co., Inc.; Herman J. Obert, for International Ticket Co.; Joseph A. Malloy, Jr., for The National Ticket Co.; and Michael H. Malin, for Rand McNally & Co.

Final Judgment

FULLAM, D. J.: Plaintiff, United States of America, having filed its Complaint herein on January 24, 1968, and the defendants having appeared and filed their answers to said Complaint, denying the substantive allegations thereof, and plaintiff and said defendants, by their respective attorneys, having each consented to the entry of this Final Judgment, pursuant to a Stipulation entered into on, 1968, without trial or adjudication of any issue of fact or law herein and without this Final Judgment constituting evidence against or an admission by any party in respect to any issue of fact or law herein;

Now, Therefore, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, and upon the consent of the parties hereto, it is hereby Ordered, Adjudged and Decreed as follows:

I

[Jurisdiction]

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

II

[Definitions]

As used in this Final Judgment:

(A) "Defendants" shall mean Globe Ticket Company, American Ticket Corporation, Ansell-Simplex Ticket Co., The Arcus Ticket Company, Arcus-Simplex-Brown, Inc., Elliott Ticket Company, Inc., International Ticket Company, The National Ticket Company, and Rand McNally & Company, and each of them, and each of their subsidiaries, except that for so long as Arcus Ticket Co. and Arcus-Simplex-Brown, Inc. continue under the ownership existing as of the date of entry of this Final Judgment and under common control or are identically owned and under common control, such companies shall be deemed to be a single defendant for purposes of this Final Judgment;

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

(C) "Tickets" shall mean all printed forms of tickets, including, without limitation, coupons and checks except airline tickets; and

(D) "Manufacturer" shall mean a person who, within the United States, produces tickets and regularly solicits customers for the sale of such tickets.

III

[Applicability]

The provisions of this Final Judgment shall apply in the United States to each defendant, their subsidiaries, successors and assigns, and to their respective officers, directors, employees and agents, and all other persons in active concert or participation with such defendant who shall have received actual notice of this Final Judgment by personal service or otherwise. Each defendant and its officers, directors, employees, subsidiaries, successors and assigns for the purpose of this Final Judgment shall be regarded as one person when acting in such capacity.

IV

[Agreements]

Defendants are each enjoined and restrained from directly or indirectly entering into, adhering to, enforcing, claiming or maintaining any right under any conspiracy, contract, agreement, arrangement, understanding, plan or program in relation to tickets, with any manufacturer to:

(A) Allocate or divide customers, territories or markets;

(B) Regard any buyer or prospective buyer as the exclusive customer of any defendant or any manufacturer;

(C) Raise, fix, stabilize or maintain prices, terms or conditions for the sale of tickets to any third person; or

(D) Submit noncompetitive, collusive or rigged prices, bids or quotations or refrain from submitting prices, bids or quotations to any third person.

V

[Price Communication]

Each defendant is enjoined and restrained from:

(A) Communicating to any other manufacturer information concerning past, present or future bids, quotations, prices or terms or conditions of sale for the sale of tickets to any third person;

- (B) Communicating to any other manufacturer an intention to bid or quote or to refrain from bidding or quoting on tickets to be sold to any third person;
- (C) Communicating to any other manufacturer information concerning the date of any past order of tickets sold to any third person; and
- (D) Being a member of, contributing anything of value to or participating in any of the activities of any trade association or other organization, the activities of which are inconsistent with any of the terms of this Final Judgment.

Provided, However, subject to the foregoing, in negotiating, entering into or carrying out a bona fide purchase of tickets from any other manufacturer a defendant may communicate to such other manufacturer any information which is ordinarily and necessarily incident to such negotiating, entering into or carrying out.

VI

[Records]

Except with respect to the negotiating, entering into, or carrying out a bona fide purchase of tickets, defendants, for a period of seven (7) years from and after the date of the entry of this Final Judgment, shall maintain, for each officer, director or employee having managerial or supervisory authority in connection with the sale or pricing of tickets:

- (A) A record of all meetings, formal or informal, related to tickets, attended by any such officer, director or employee and any officer, director or employee of any other manufacturer, which record shall include the date and place of said meetings, the names of the persons employed by manufacturers in attendance, and a listing of the topics discussed by or in the presence of such persons thereat;
- (B) A record of all telephone communications related to tickets between any such officer, director or employee and any officer, director or employee of any other manufacturer, which record shall include the date of the communications, the names of all persons participating therein and a listing of the topics discussed therein; and
- (C) A copy of all written communications related to tickets between any such officer, director or employee and any officer, director or employee of any other manufacturer, which documents shall be identified by the person sending and receiving same and the dates thereof, if such information is not shown on the document.

All records required by this Section VI shall be maintained for a period of five (5) years from the preparation thereof.

VII

[Certificate of Noncollusion]

Each defendant is ordered and directed, for a period of seven (7) years from the date of entry of this Final Judgment:

- (A) In connection with each sealed bid submitted by it for the sale of tickets, to submit with such bid a written certification by an officer or employee of such defendant regularly having the authority to determine the price for the type of bid involved, in substantially the form of Appendix A hereto or containing the substance thereof; and
- (B) In connection with each formal written quotation for the sale of tickets in excess of \$500 to annex to such written quotation or include therein a written certification by an officer or employee of such defendant regularly having the authority to determine the price for the type of quotation involved, in substantially the form of Appendix B hereto [not reproduced], or containing the substance thereof.

VIII

[Pricing Policies]

To the extent that a defendant may have price lists, price announcements, price books and pricing guides for the sale of tickets, each defendant shall, within one hundred twenty (120) days following the entry of this Final Judgment, independently and unilaterally, review and determine such price lists, price announcements, price books and pricing guides on the basis of its own costs, profits and other lawful consideration and, within one hundred twenty (120) days following the entry of this Final Judgment, each such defendant shall adopt its prices, terms and conditions of sale arrived at pursuant to the aforesaid independent and unilateral review; provided, however, that nothing contained herein shall be deemed to prevent any such defendant from quoting different or custom prices otherwise lawful for particular customers and provided further, however, that nothing contained in this Section VII shall be deemed to prevent any such defendant from issuing and announcing from time to time thereafter prices, terms, and conditions of sale otherwise lawful which may differ from those issued pursuant to the provisions of this Section.

IX

[Inspection and Compliance]

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

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

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

(B) Each defendant, on the written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, shall submit such reports in writing, under oath if requested, with respect to any of the matters contained in this Final Judgment as may from time to time be requested for the purpose of determining or securing compliance with this Final Judgment

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

X

[Jurisdiction Retained]

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

Appendix A

By submitting this bid, the undersigned hereby certifies that said bid has not been made or prepared in collusion with any other ticket manufacturer and that the prices, terms, or conditions appearing therein or applicable thereto have not been and will not be communicated by or on behalf of the bidder to any other ticket manufacturer.