

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

STATE OF NEW YORK,

CV 88-1089(RR)

Plaintiff,

-against-

FINAL JUDGMENT

LONG ISLAND TAXI AND TRANSPORTATION
OWNERS ASSOCIATION, et al.,

Defendants.

-----X

RAGGI, District Judge:

Upon the Report and Recommendation of United States Magistrate David F. Jordan dated June 19, 1989, the Decision and Order of Magistrate Jordan dated July 10, 1989, the Affidavit of Robert Hubbard dated July 24, 1989 in Partial Opposition to the Report and Order of Magistrate Jordan, the Memorandum and Order of the United States District Judge Reena Raggi dated September 20, 1989, the order of Judge Raggi dated October 6, 1989 and all other proceedings had herein, it is

Ordered, Adjudged, and Decreed as follows:

I. [Approval of Settlements]

This Court hereby approves and authorizes entry of the consent judgments attached as Exhibit A to the Affidavit of Robert Hubbard dated May 30, 1989 between plaintiff and defendants Bruce Brown, Bruce Brownfeld, Richard Burhans, Locust Valley Taxi, Inc., Ruggiero Cab Co., and Stuart's of Westbury Taxi.

II.

[Jurisdiction]

This Court has jurisdiction over the subject matter of this action and over Calro Transportation, Inc., New Hyde Dispatch Services, Inc., Far Rockaway Car Service, Inc., Tootsie Transport, Inc., Woodmere Taxi Association (collectively referred to as the "Defaulting Business Defendants"), and Catherine Aubert and Betty Bonnot (collectively referred to as the "Defaulting Individual Defendants"). The Complaint states a claim upon which relief may be granted against the Defaulting Business Defendants and Defaulting Individual Defendants (collectively referred to as the "Defaulting Defendants") under section 1 of Sherman Act, as amended, 15 U.S.C. § 1, and the Donnelly Act, New York General Business Law §§ 340-347.

III.

[Applicability]

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

IV.

[Injunctions]

A. The Defaulting Defendants, their officers, employees, independent contractors-salespersons, agents employed by or under contract to the Defaulting Defendants, and all persons or entities in active concert or participation with them who have received actual notice of this Final Judgment are hereby permanently

enjoined and restrained in the State of New York from:

1. Entering into, adhering to, enforcing, maintaining, or furthering any contract, agreement, or understanding, with any taxi or limousine operator or the officers or employees of such taxi or limousine operator, the purpose or effect of which is to:

(a) Fix, depress, peg, or stabilize the price for parking spaces for taxi or limousine services at Long Island Rail Road stations.

(b) Divide, allocate, or apportion customers of taxi or limousine services or to refrain from soliciting any such customer.

(c) Fix, raise, maintain, or stabilize the prices for the sale of taxi or limousine services. This injunction shall not apply to any action by the Defaulting Defendants to set prices based upon unilateral business judgment.

(d) Submit collusive or complementary price quotations or refrain from submitting price quotations to any customer or supplier of taxi or limousine services.

B. The Defaulting Defendants shall inform their officers, agents, independent contractors-salesperson, and employees of the provisions of this Final Judgment, and shall direct such persons to comply therewith.

C. The violation of any of the terms of this Final Judgment shall constitute a violation of the Donnelly Act for which civil and criminal remedies may be sought by the Attorney General pursuant to New York General Business Law §§ 340-347.

V.

[Inspection]

A. For the purpose of determining or securing compliance with this Final Judgment and pursuing legal remedies against other named defendants in this action, subject to any legally recognized privilege (including any privilege against self incrimination), the Defaulting Defendants shall, without restraint or interference, permit plaintiff to copy and inspect documents and question under oath officers and agents of the Defaulting Defendants. The obligation shall arise in response to a subpoena served upon the Defaulting Defendants or their attorneys, any fees for which are hereby waived.

B. No information or documents obtained by the means provided in this section shall be divulged by any representatives of the Department of Law to any person other than a duly authorized representative of the Executive Branch of the State of New York, except in the course of legal proceedings to which New York is a party (including grand jury proceedings), or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

VI.

[Relief]

Pursuant to New York General Business Law section 342-a, plaintiff shall be entitled to recover and each of the Defaulting Business Defendants shall individually be liable to pay a civil penalty in the amount of ten thousand dollars (\$10,000). If plaintiff recovers the penalty from or settles the liability to pay

the penalty with a Defaulting Business Defendant of which a Defaulting Individual Defendant is an owner, officer, or partner, that Defaulting Individual Defendant shall not be liable to pay any additional civil penalty. If plaintiff does not recover from or settle with a Defaulting Business Defendant of which a Defaulting Individual Defendant is an owner, officer, or partner, the Defaulting Individual Defendant shall individually be liable to pay a civil penalty in the amount of ten thousand dollars (\$10,000).

VII. [Retention of Jurisdiction]

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

VIII. [Term]

The provisions of this Final Judgment shall expire on the tenth (10) anniversary of the date of entry of judgment.

IX.

[Public Interest]

Entry of this Final Judgment is in the public interest.

Dated: New York, New York
October 6, 1989


UNITED STATES DISTRICT JUDGE

pj/RLH/default.ord