IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION

IN RE: TERMINATION OF LEGACY ANTITRUST JUDGMENTS IN THE SOUTHERN DISTRICT OF IOWA	No. 4:19-mc-00012

Consolidating:

UNITED STATES OF AMERICA, Plaintiff, v. BUTTON EXPORT & TRADING CORPORATION, ET AL., Defendants.	Equity No. 4019

UNITED STATES OF AMERICA, Plaintiff, v. NATIONAL WRESTLING ALLIANCE, Defendant	Equity No. 3-729

MEMORANDUM OF LAW IN SUPPORT OF THE MOTION OF THE UNITED STATES TO TERMINATE LEGACY ANTITRUST JUDGMENTS

The United States respectfully submits this memorandum in support of its motion to terminate two legacy antitrust judgments. The Court entered the judgment in the *Button Export & Trading* case in 1918, over one hundred years ago; it entered the judgment in the *National Wrestling Alliance* case in 1956, over sixty years ago. After examining each judgment—and after soliciting public comment on each proposed termination, the United States has concluded that termination of these judgments is appropriate. Termination will permit the Court to clear its docket, the Department to clear its records, and businesses to clear their books, allowing each to utilize its resources more effectively.

I. BACKGROUND

From 1890, when the antitrust laws were first enacted, until the late 1970s, the United States frequently sought entry of antitrust judgments whose terms never expired.[1] Such perpetual judgments were the norm until 1979, when the Antitrust Division of the United States Department of Justice ("Antitrust Division") adopted the practice of including a term limit of ten years in nearly all of its antitrust judgments. Perpetual judgments entered before the policy change, like the two at issue here, remain in effect indefinitely unless a court terminates them. Although a defendant may move a court to terminate a perpetual judgment, few defendants have done so. There are many possible reasons for this, including that defendants may not have been willing to bear the costs and time resources to seek termination, defendants may have lost track of decades-old judgments, individual defendants may have passed away, or corporate defendants may have gone out of business. As a result, hundreds of these legacy judgments remain open on the dockets of

[1] The primary antitrust law at issue in this motion is the Sherman Act, 15 U.S.C. §§ 1-7.

courts around the country. Originally intended to protect the loss of competition arising from violations of the antitrust laws, nearly all of these judgments likely are no longer necessary to protect competition.

The Antitrust Division recently implemented a program to review and, when appropriate, seek termination of legacy judgments. The Antitrust Division's Judgment Termination Initiative encompasses review of all of its outstanding perpetual antitrust judgments. The Antitrust Division described the initiative in a statement published in the Federal Register.[2] In addition, the Antitrust Division established a website to keep the public apprised of its efforts to terminate perpetual judgments that no longer serve to protect competition.[3] The United States believes that its outstanding perpetual antitrust judgments presumptively should be terminated; nevertheless, the Antitrust Division examined each judgment covered by this motion to ensure that it is suitable for termination. The Antitrust Division also gave the public notice of—and the opportunity to comment on—its intention to seek termination of these judgments.

In brief, the process by which the United States has identified judgments it believes should be terminated is as follows:[4]

- The Antitrust Division reviewed its outstanding perpetual judgments to identify those that no longer serve to protect competition such that termination would be appropriate.

[2] Department of Justice's Initiative to Seek Termination of Legacy Antitrust Jud Fed. Reg. 19,837 (May 4, 2018), https://www.gpo.gov/fdsys/granule/FR-2018-05-04/2018-09461.

[3] https://www.justice.gov/atr/JudgmentTermination.

[4] The United States followed this exact process when it recently and successfully moved (1) the District Court for the District of Columbia to terminate nineteen legacy antitrust judgments; and (2) the District Court for the Eastern District of Virginia to terminate five legacy antitrust judgments. *See* Order Granting Mot. to Terminate Legacy Antitrust Js., *United States v. Am. Amusement Ticket Mfrs. Ass'n, et al.*, Case No. 1:18-mc-00091-BAH (D.D.C. Aug. 15, 2018); *United States v. The Noland Company, Inc., et al.*, Case No. 2:18-mc-00033-HCM-LRL (E.D. Va. Nov. 21, 2018).

- When the Antitrust Division identified a judgment it believed suitable for termination, it posted the name of the case and a link to the judgment on its public Judgment Termination Initiative website, https://www.justice.gov/atr/JudgmentTermination.

- The public had the opportunity to submit comments regarding each proposed termination to the Antitrust Division within thirty days of the date the case name and judgment link was posted to the public website.

- Following review of public comments, the Antitrust Division identifies those judgments it believes warrant termination, and the United States moves to terminate them.

The remainder of this memorandum is organized as follows: Section II describes the Court's jurisdiction to terminate the judgments in the above-captioned cases. Section III explains that perpetual judgments rarely serve to protect competition and those that are more than ten years old presumptively should be terminated. This section also describes the additional reasons that the United States believes each of the judgments should be terminated. Section IV concludes. Appendix A attaches a copy of each final judgment that the United States seeks to terminate. Appendix B summarizes the terms of each judgment and the United States' reasons for seeking termination. Finally, Appendix C is a Proposed Order Terminating Final Judgments.

II. APPLICABLE LEGAL STANDARDS FOR TERMINATING THE JUDGMENTS

This Court has jurisdiction to terminate the judgments in the above-captioned cases. The Federal Rules of Civil Procedure grant the Court authority to terminate each judgment. Rule 60(b)(5) and (b)(6) provides that, "[o]n motion and just terms, the court may relieve a party . . . from a final judgment . . . (5) [when] applying it prospectively is no longer equitable; or (6) for any other reason that justifies relief." Fed. R. Civ. P. 60(b)(5)-(6); *see also SEC v. Clifton*, 700 F.2d 744, 746 (D.C. Cir. 1983). The Court also may terminate the judgments under its power in "equity to modify a decree of injunctive relief," which is "long-established, broad, and flexible." *United States v. Western Electric Co.* 46 F.3d 1198, 1202 (D.C. Cir. 1995).

Given its jurisdiction and its authority, the Court may terminate each judgment for any reason that justifies relief, including that the judgments no longer serve their original purpose of protecting competition.[5] Termination of these two judgments is warranted.

III. ARGUMENT

It is appropriate to terminate the perpetual judgments in each of the two above-captioned cases because they no longer continue to serve their original purpose of protecting competition. The United States believes that the judgments presumptively should be terminated because their age alone suggests they no longer protect competition. Other reasons, however, also weigh in favor of terminating these judgments, including that many of the defendants no longer exist or are no longer engaged in active commerce, terms of the judgment merely prohibit acts that the antitrust laws already prohibit, and changed market conditions likely have rendered the judgment ineffectual.[6] Under such circumstances, the Court may terminate the judgments pursuant to Rule 60(b)(5) or (b)(6) of the Federal Rules of Civil Procedure.

A. The Judgments Presumptively Should Be Terminated Because of Their Age

Permanent antitrust injunctions rarely serve to protect competition. The experience of the United States in enforcing the antitrust laws has shown that markets almost always evolve over time in response to competitive and technological changes. These changes may make the prohibitions of decades-old judgments either irrelevant to, or inconsistent with, competition. The development of new products that compete with existing products, for example, may render a

[5] In light of the circumstances surrounding the two judgments for which it seeks termination, the United States does not believe it is necessary for the Court to make an extensive inquiry into the facts of each judgment to terminate them under Fed. R. Civ. P. 60(b)(5) or (b)(6). All of these judgments would have terminated long ago if the Antitrust Division had the foresight to limit them to ten years in duration as under its policy adopted in 1979. Moreover, the passage of many decades and changed circumstance since their entry, as described in this memorandum, means that it is likely that the judgments no longer serve their original purpose of protecting competition.

[6] Appendix B summarizes the key terms of the judgments and the reasons to terminate them.

market more competitive than it was at the time of entry of the judgment or may even eliminate a market altogether, making the judgment irrelevant. In some circumstances, a judgment may be an impediment to the kind of adaptation to change that is the hallmark of competition, undermining the purposes of the antitrust laws. These considerations, among others, led the Antitrust Division in 1979 to establish its policy of generally including in each judgment a term automatically terminating the judgment after no more than ten years.[7]

The two judgments in the above-captioned matters—both of which are over sixty years old—presumptively should be terminated for the reasons that led the Antitrust Division to adopt its 1979 policy of generally limiting judgments to a term of ten years. There are no affirmative reasons for the judgments to remain in effect; indeed, there are additional reasons for terminating them.

B. The Judgments Should Be Terminated Because They Are Unnecessary

In addition to age, other reasons weigh heavily in favor of termination of the judgments in these cases. These reasons include: (1) most defendants no longer exist, (2) the judgment largely prohibits acts that the antitrust laws already prohibit, and (3) market conditions have changed. Each of these three reasons suggests the judgments no longer serve to protect competition.

1. Most Defendants No Longer Exist

With respect to the *Button Export & Trading* case, there originally were twenty-six defendants, including companies and individuals. The Antitrust Division believes that most, if not all, of the defendants no longer exist. Given that the judgment in this case is more than one hundred years old, all the individual defendants almost certainly have passed away. To the extent

[7] U.S. DEP'T OF JUSTICE, ANTITRUST DIVISION MANUAL at III-147 (5th ed. 2008), https://www.justice.gov/atr/division-manual.

that defendants no longer exist, the related judgment serves no purpose, which is an additional reason to terminate these judgments.

2. Terms of Judgment Prohibit Acts Already Prohibited by Law

The final judgments in the *Button Export & Trading* and the *National Wrestling Alliance* cases prohibit, among other things, price fixing, agreements to allocate markets, group boycotts, and other anticompetitive practices that are illegal under the antitrust laws. These terms amount to little more than an admonition that defendants shall not violate the law. To the extent these judgments include terms that do little to deter anticompetitive acts, they serve no purpose and there is reason to terminate them.

3. Market Conditions Have Changed

The *Button Export & Trading* case concerns fresh water pearl buttons used in the clothing and other industries. The Court entered the judgment in this case well before the advent of plastic buttons, which largely have replaced fresh water pearl buttons. Given the substantial change in market conditions since entry of the final judgment, it his highly unlikely that the judgment continues to protect competition, which is another reason to terminate the judgment.

C. There Has Been No Public Opposition to Termination

The United States has provided adequate notice to the public regarding its intent to seek termination of these two judgments. On April 25, 2018, the Antitrust Division issued a press release announcing its efforts to review and terminate legacy antitrust judgments, and noting that it would begin its efforts by proposing to terminate judgments entered by the federal district courts in Washington, D.C., and Alexandria, Virginia.[8] On June 1, 2018, the Antitrust Division listed

[8] Press Release, Department of Justice, Department of Justice Announces Initiative to Terminate "Legacy" Antitrust Judgments, (April 25, 2018), https://www.justice.gov/opa/pr/department-justice-announces-initiative- terminate-legacy-antitrust-judgments.

the judgments in the above-captioned cases on its public website, describing its intent to move to terminate the judgments.[9] The notice identified each case, linked to the judgment, and invited public comment. No public comments were received with respect to these two judgments.

IV. CONCLUSION

For the foregoing reasons, the United States believes termination of the judgments in each of the two above-captioned cases is appropriate, and respectfully requests that the Court enter an order terminating them. *See* Appendix C, which is a proposed order terminating the judgments.

Respectfully submitted,

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[9] https://www.justice.gov/atr/JudgmentTermination, link titled "View Judgments Proposed for Termination in District of Columbia."

APPENDIX A:

FINAL JUDGMENTS

(Ordered by Year Judgment Entered)

United States v. Button Export & Trading Corp.

Equity No. 4019

Year Judgment Entered: 1918

ES AND JUDGMENTS

OURT OF THE UNITED STATES
DISTRICT OF NEW YORK.

quity No. 15-110.

TES OF AMERICA, PETITIONER,

vs.

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ORDER.

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Final Decree entered on May 3rd,
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l) AUGUSTUS N. HAND,
United States District Judge.

UNITED STATES v. BUTTON EXPORT & TRADING CORPORATION AND OTHERS.

IN THE DISTRICT COURT OF THE UNITED STATES,
SOUTHERN DISTRICT OF IOWA.

Equity No. 4019.

THE UNITED STATES OF AMERICA, PETITIONER,

vs.

BUTTON EXPORT & TRADING CORPORATION AND OTHERS,
DEFENDANTS.

FINAL DECREE.

This cause having come on for hearing upon the motion of the petitioner for a decree, the court, upon consideration of the pleadings and of the consent of defendants, finds, orders, and decrees as follows:

1. Defendants Button Export & Trading Corporation, George Birrell, Inc., and the following defendant corporations and individuals, hereinafter referred to as defendant manufacturers: American Pearl Button Company, Automatic Button Company, The Hawkeye Pearl Button Company, Hanover Pearl Button Company, Iowa Pearl Button Company, United States Button Company, Weber & Sons Button Company, Davenport Pearl Button Company, Tri-City Button Company, The Empire City Pearl Button Works, Hampshire Pearl Button Company, Pioneer Pearl Button Company, Vienna Pearl Button Company, Inc., La Grange Pearl Button Company, The Nord-Buffum Pearl Button Company, Mississippi Pearl Button Company, Charles B. Melish, Charles M. Howell, Wisconsin Pearl Button Company, Leo H. Hirsch, Samuel Fisher, Lionel Goldfrank, and James S. McKee have been engaged in the unlawful combination and conspiracy described in the petition, in restraint of interstate trade and commerce in pearl buttons and in mussel shells, the raw material from which the buttons are made, and in the unfinished buttons, or discs cut from mussel shells, into the sizes and shapes desired, called "blanks," to fix

throughout the United States the prices at which the defendant manufacturers were to sell and have sold the buttons produced by them and the prices which they were to pay and have paid for the shells and blanks required by them, in violation of the anti-trust laws of the United States.

2. The means and methods by which the objects of the combination and conspiracy were intended to be and were accomplished include the following, more fully set out in the petition:

(a) Adoption through an association known as the Button Manufacturers' Association, in which all the defendant manufacturers were members, of a system requiring each member to make weekly reports showing in detail purchases of shells and production and sales of buttons, the said reporting system being designed to bring about by concerted action of the defendant manufacturers uniformity in prices to be paid for blanks and shells and in the prices at which buttons were to be sold.

(b) Organization of the defendant Button Export & Trading Corporation, all of the capital stock of which was subscribed for and held by the defendant manufacturers, and the purchase through that corporation of the entire output of certain patented automatic button machines manufactured exclusively by the Barry Company, of Muscatine, Iowa, for distribution among the defendant manufacturers, as provided in a certain contract of February 7, 1917, between the Button Export & Trading Corporation and the Barry Company, annexed as Exhibit A to the petition.

(c) Entering by the defendant manufacturers into a plan under which the defendant George Birrell, Inc., was constituted their agent to buy for them practically all of the shells required by them respectively, at agreed prices, thus placing in George Birrell, Inc., the power to control in their interest the prices to be paid to the producers of shells.

(d) Requiring and attempting to require persons engaged in the cutting of blanks, called "blank cutters," to

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enter into contracts under which the entire output of each blank cutter was to be sold to a particular defendant manufacturer and the supplies of shells required by the blank cutter were to be obtained from George Birrell, Inc., or from the particular defendant manufacturer to which blanks were to be supplied, with the purpose of eliminating competition among the defendant manufacturers in the purchase of blanks and on the part of the blank cutters in the purchase of shells.

3. Defendants and each of them, their officers, agents, and employees, are perpetually enjoined from doing any act in pursuance of or for the purpose of carrying out the above-described combination and conspiracy and from entering into or continuing any similar combination and conspiracy to restrain inter-state trade and commerce in buttons, blanks and shells, by the means hereinabove described or by any other means of a similar kind or character.

4. Defendant manufacturers and each of them, their officers, agents, and employees, are perpetually enjoined from:

(a) Adopting or following the reporting system hereinabove described, or any similar system designed to fix and establish by concerted action uniform prices for the purchase of blanks and shells and for the sale of buttons through any association which may be organized by them, or through any other agency or means whatever.

(b) Purchasing concertedly their requirements of shells through George Birrell, Inc., or other exclusive agency, and from fixing by concerted action prices to be paid to the shell diggers.

(c) Requiring or attempting to require by concerted action any blank cutter to enter into an agreement or understanding with any particular defendant manufacturer to sell blanks to such manufacturer exclusively or to purchase supplies of shells from such manufacturer or George Birrell, Inc., exclusively.

5. Defendant Button Export & Trading Corporation and the defendant manufacturers are enjoined from using

the above-mentioned contract of February 7, 1917, with the Barry Company as a means to prevent persons, firms, and corporations that are now engaged or may hereafter desire to engage in the manufacture of buttons from obtaining the patented button machines hereinbefore referred to as made by the Barry Company and indispensable in the manufacture of buttons; and, to that end, if there be a demand therefor, they are hereby required to establish a supply of button machines by setting aside one machine out of every four manufactured thereafter under the said contract and to sell from the supply so established at the prices, terms, and conditions of delivery specified in the said contract to any person, firm, or corporation desiring to purchase a machine or machines. Should the supply so created prove to be inadequate or excessive, or should any dispute arise as to the distribution thereof, any person having an interest in the subject-matter may apply to the court by motion or petition in this cause for a revision of the number of machines constituting said supply and the determination of the just and proper distribution thereof.

6. Defendants shall pay the costs of this proceeding to be taxed.

MARTIN J. WADE,
United States District Judge.

JUNE 28, 1918.

UNITED STATES v. THE AMERICAN CONE AND WAFER COMPANY.

IN THE DISTRICT COURT OF THE UNITED STATES, SOUTHERN DISTRICT OF OHIO.

Equity No. 155.

THE UNITED STATES OF AMERICA, PETITIONER,
VS.
THE AMERICAN CONE AND WAFER COMPANY, DEFENDANT.

United States v. National Wrestling Alliance

Civil Action No. 3-729

Year Judgment Entered: 1956

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States v. National Wrestling Alliance., U.S. District Court, S.D. Iowa, 1956 Trade Cases ¶68,507, (Oct. 15, 1956)

United States v. National Wrestling Alliance.

1956 Trade Cases ¶68,507. U.S. District Court, S.D. Iowa, Central Division. Civil Action No. 3-729. Filed October 15, 1956. Case No. 1303 in the Antitrust Division of the Department of Justice.

Sherman Antitrust Act

Combinations and Conspiracies—Monopolies—Consent Decree—Practices Enjoined— Trade Association—Exclusion from Trade—Bookers and Promoters of Professional Wrestling.—An association of bookers and promoters of professional wrestlers and consenting members of the association were prohibited by a consent decree from entering into any understanding having the purpose or effect of (1) recognizing any booker or promoter as the exclusive booker or promoter in a designated territory, (2) preventing any booker or promoter from doing business in any territory, (3) restricting the promotion or booking of wrestling exhibitions to related promotions or to promoters or bookers who are members of the association, (4) requiring any booker to book wrestling exhibitions only through promoter members or to discriminate in favor of promoter members, (5) requiring any promoter to promote wrestling exhibitions only through the services of booker members or to discriminate in favor of booker members, (6) requiring any person to refuse to promote or book any wrestler, or (7) preventing any wrestler, booker, or promoter from participating in studio exihibitions. Also, the association and consenting members were each prohibited from refusing to book for any promoter any wrestler who is available and is being booked by the association or a consenting member. The association was prohibited from fixing any term or condition, including performance payments, under which promoters or bookers should promote or book any championship or other wrestling exhibition.

Department of Justice Enforcement and Procedure—Consent Decrees—Specific Relief —Association Rules and Membership—Enforcement Provision.—An association of bookers and promoters of professional wrestlers was required by a consent decree to cancel all of its existing regulations and by-laws; to adopt and enforce by-laws consistent with the decree; to include in such new by-laws a provision requiring the expulsion of any member who violates the consent decree or violates any by-law designed to comply with the decree; to admit to membership upon nondiscriminatory terms and conditions any booker or promoter having certain qualifications; and to give each new member a copy of the decree and to instruct each existing and future member that continuation of membership in the association is dependent upon compliance with the terms of the decree.

For the plaintiff: Victor R. Hansen, Assistant Attorney General; Roy L. Stephenson, United States Attorney; and James M. McGrath, Stanley E. Disney, W. D. Kilgore, Jr., and Charles F. B. McAleer, Attorneys, Department of Justice.

For the defendant: Harry N. Soffer, St. Louis, Mo.; John M. Ferguson, East St. Louis, Ill.; Baker, Kagy & Wagner, East St. Louis, Ill., of counsel; and Bernard J. Connolly, Des Moines, Ia., Local Counsel.

Final Judgment

WILLIAM F. RILEY, District Judge[*In full text*]: Plaintiff United States of America having filed its Complaint herein on October 15, 1956; defendant having filed its answer to the complaint denying the material allegations thereof; and plaintiff and defendant by their attorneys having consented to the entry of this Final Judgment, without trial or adjudication of any issue of fact or law herein and without this Final Judgment constituting evidence or an admission 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 as aforesaid of each party hereto, it is hereby Ordered, adjudged and decreed as follows:

I.

[*Sherman Act*]

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

II.

[*Definitions*]

As used in this Final Judgment:

(A) "Defendant" means defendant National Wrestling Alliance, a membership corporation organized under the laws of the State of Iowa;

(B) "Consenting member" means any member of defendant who submits to the jurisdiction of this Court and executes its consent to be bound and obligated by the terms of this Final Judgment;

(C) "Promoter" means any person engaged in sponsoring and presenting professional wrestling exhibitions;

(D) "Promoter-member" means any promoter who is a member of defendant;

(E) "Booker" means any person who, for a fee or commission, arranges with a promoter or promoters for the performance of wrestlers in professional wrestling exhibitions;

(F) "Booker-member" means any booker who is a member of defendant;

(G) "Studio exhibition" means any professional wrestling exhibition at which revenue is derived primarily from the television broadcast or filming thereof;

(H) "Related promotion" means any professional wrestling exhibition in which a booker also acts as a promoter or has a financial interest in addition to a claim for a booking fee or commission;

(I) "Person" means an individual, partnership, firm, corporation, association or other business or legal entity.

III.

[*Additional Parties—Applicability of Judgment*]

(A) It appearing to this Court, pursuant to Section 5 of the Sherman Act, that the ends of justice require that all members of the defendant be brought before this Court, the members of the said defendant, as consenting members, hereby appear as additional parties waiving the necessity of being summoned and agree to be bound by the provisions of this Final Judgment;

(B) The provisions of this Final Judgment applicable to defendant or to any consenting member shall apply to such defendant or such consenting member, its officers, agents, servants, employees, subsidiaries, successors and assigns and to every person in active concert or participation with any of them who receives actual notice of this Final Judgment by personal service or otherwise.

IV.

[*Membership in Association*]

Defendant is ordered and directed:

(A) To forthwith cancel and void all its existing rules, regulations, and bylaws;

(B) To forthwith adopt and enforce bylaws consistent with the terms of this Final Judgment.

(C) To include in any such new bylaws a provision requiring the expulsion of any member who violates this Final Judgment, engages in activities enumerated in any of the paragraphs of Section V of this Final Judgment or violates any rule, regulation or bylaw of defendant designed to comply with this Final Judgment;

(D) To admit to membership upon nondiscriminatory terms and conditions any booker or promoter if the applicant (1) has engaged in the business of booking or promoting wrestling exhibitions for two years or has promoted at least ten exhibitions in one year, (2) is financially responsible, (3) is licensed by any appropriate licensing authority or, where no licensing authority has jurisdiction, is of good moral character and (4) agrees in writing to be bound by the terms of this Final Judgment;

(E) To give to each new member a copy of this Final Judgment, and to specifically instruct each existing and future member that continuation of membership in defendant is dependent upon compliance with the terms of this Final Judgment.

V.

[*Prohibited Practices*]

(A) Defendant and consenting members are each jointly and severally enjoined and restrained from entering into, adhering to, promoting or following any course of conduct, practice or policy, or any agreement or understanding, having the purpose or effect of:

(1) Recognizing, approving or designating any booker or promotor as the exclusive booker or promoter in a designated area or territory;

(2) Preventing, restricting or impeding any booker or promoter from doing business in any area or territory;

(3) Restricting or limiting the promotion or booking of wrestling exhibitions to related promotions or to promoters or bookers who are members of defendant, or requiring, requesting or inducing any person so to do;

(4) Requiring, requesting or inducing any booker to book wrestling exhibitions only through promoter-members or to discriminate in favor of promoter-members;

(5) Requiring, requesting or urging any promoter to promote wrestling exhibitions only through the services of booker-members or to discriminate in favor of booker-members;

(6) Requiring, requesting or inducing any person to refuse to promote or book any wrestler;

(7) Preventing, restricting or impeding any wrestler, booker or promoter from participating in studio exhibitions or discriminating against any wrestler, promoter or booker because such person participated in the booking or promotion of studio exhibitions.

(B) Defendant and consenting members are each enjoined and restrained from refusing to book for any promoter any wrestler who is available (taking into consideration travel time and costs) and is being booked by such defendant or such consenting member.

Nothing in this Section V shall obligate defendant or any consenting member to book any wrestler for any promoter (1) who is not duly licensed as such by the appropriate licensing authority or, (2) in the case of a promoter where there is no licensing authority, who is not financially responsible.

VI.

Defendant is enjoined and restrained from:

(A) Except as required by Section IV herein, fixing, establishing maintaining or adhering to any term or condition, including specifically any term or condition stipulating performance payments, under which promoters or bookers shall promote or book any championship or other wrestling exhibition; provided that this subsection (A) shall not prevent defendant from charging promoters of championship wrestling exhibitions, if defendant is requested by the champion to book for him, a certain fixed percentage of the gross receipts of such wrestling exhibitions;

(B) Requiring, requesting, urging, advising or assisting any member of engage in any activity prohibited in any of the paragraphs herein.

VII.

[*Inspection and Compliance*]

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

VIII.

[*Jurisdiction Retained*]

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

APPENDIX B:

SUMMARY OF REASONS FOR TERMINATING EACH JUDGMENT

Case No.: 4019

Case Name: United States v. Button Export & Trading Corporation, et al.

Year Judgment Entered: 1918

Description of Judgment: Defendants enjoined from, among other things, agreeing to fix prices for pearl buttons and mussel shells sold by them, and for mussel shells purchased by them; to enable such agreements, exchanging information as to purchases of mussel shells and production and sales of pearl buttons; and entering into output and requirement contracts and exclusive agreements.

Reasons Judgment Should Be Terminated:

- Judgment more than ten years old.
- Most defendants no longer exist.
- Judgment terms largely prohibit acts that the antitrust laws already prohibit (price fixing).
- Market conditions have changed. In particular, changes in technology, including the advent of plastic buttons several decades ago, have rendered this judgment outdated and unlikely to protect competition.

Public Comments: None.

Case No.: 3-729

Case Name: United States v. National Wrestling Alliance

Year Judgment Entered: 1956

Section of Judgment Retaining Jurisdiction: VIII

Description of Judgment: Defendants enjoined from, among other things, agreeing to exclusive bookers or promoters in specific geographic regions, restricting the promotion and booking of wrestling events to members of the association, and discriminating in favor of association members.

Reasons Judgment Should Be Terminated:

- Judgment more than ten years old.
- Judgment terms largely prohibit acts the antitrust laws already prohibit (group boycotts, market allocation).

Public Comments: None.

APPENDIX C:

PROPOSED ORDER TERMINATING FINAL JUDGMENTS

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA

IN RE: TERMINATION OF LEGACY ANTITRUST JUDGMENTS IN THE SOUTHERN DISTRICT OF IOWA	No.

Consolidating:

UNITED STATES OF AMERICA, Plaintiff, v. BUTTON EXPORT & TRADING CORPORATION, ET AL., Defendants.	Equity No. 4019

UNITED STATES OF AMERICA, Plaintiff, v. NATIONAL WRESTLING ALLIANCE, Defendant	Equity No. 3-729

[PROPOSED] ORDER TERMINATING FINAL JUDGMENTS

The Court having received the motion of plaintiff United States of America for termination of the final judgments entered in these cases, and the Court having considered all papers filed in connection with this motion, and the Court finding that it is appropriate to terminate the final judgments, it is

ORDERED, ADJUDGED, AND DECREED:

That said final judgments are hereby terminated.

Dated:

_____

United States District Court Judge
Southern District of Iowa