

APPENDIX B:
SUMMARY OF REASONS FOR TERMINATING EACH JUDGMENT
(Ordered by Year Judgment Entered)

UNITED STATES v.
AMERICAN COLUMN AND LUMBER COMPANY, et al.
In Equity No.: 751

Year Judgment Entered: 1920
Year First Modification Entered: 1934
Year Second Modification Entered: 1934

Section of Judgment Retaining Jurisdiction: Judgment did not explicitly mention retention of jurisdiction, but the Court has inherent authority to modify consent decrees they have issued. *See* Fed. R. Civ. P. 60(b)(5). *Accord United States v. Swift & Co.*, 286 U.S. 106, 114-15 (1932).

Description of Judgment: Defendants enjoined from, among other things, having meetings and oral discussions concerning prices, inventory, and production of lumber.

Reasons Judgment Should Be Terminated:

- Judgment more than ten years old.
- Most of the over 300 defendants named in the final judgment appear to no longer exist from a search of corporate records with the Secretary of State's offices where the defendant companies were headquartered.
- Judgment terms largely prohibit acts the antitrust laws already prohibit (price fixing).

Public Comments: None.

**UNITED STATES v.
MEMPHIS RETAIL PACKAGE STORES
ASSOCIATION, INC., *et al.***
Civil Action No.: 2672

Year Judgment Entered: 1956
Year Judgment Entered: 1956 (Adding Additional Defendants)
Year Judgment Entered: 1956 (Adding Additional Defendants)

Section of Judgment Retaining Jurisdiction: IX

Description of Judgment: Defendants (two liquor dealers' associations, two retail liquor dealers, and five individuals) enjoined from, among other things, entering into any understanding to fix prices, profit margins or conditions under which alcoholic beverages are sold as well as group boycotts.

Reasons Judgment Should Be Terminated:

- Judgment more than ten years old.
- The two liquor dealers associations were dissolved. One of the two corporate defendants appears to no longer exist from a search of the corporate records of the Tennessee Secretary of State's office. Finally, all five individual defendants appear to no longer be living.
- Judgment terms largely prohibit acts the antitrust laws already prohibit (price fixing and group boycotts).

Public Comments: None.

**UNITED STATES v.
DOVER CORPORATION, *et al.***
Civil Action No.: 2908

Year Judgment Entered: 1957

Section of Judgment Retaining Jurisdiction: X

Description of Judgment: Defendants enjoined from, among other things, customer allocation and any efforts to restrict the sale or purchase of hydraulic elevator pumps to or from any third person.

Reasons Judgment Should Be Terminated:

- Judgment more than ten years old.
- Judgment terms largely prohibit acts the antitrust laws already prohibit (customer allocation).

Public Comments: None.

**UNITED STATES v.
MEMPHIS RETAIL APPLIANCE DEALERS
ASSOCIATION, INC., *et al.*
Civil Action No.: 3016**

Year Judgment Entered: 1957

Section of Judgment Retaining Jurisdiction: IX

Description of Judgment: Defendants, an association of retail appliance dealers and its members, were enjoined from, among other things, fixing retail list prices on new appliances, fixing limitations on trade-in allowances for used appliances, and boycotting or refusing to do business with any person.

Reasons Judgment Should Be Terminated:

- Judgment more than ten years old.
- None of the eight corporate defendants appear to continue to exist from a search of the corporate records of the Tennessee Secretary of State's office.
- Judgment terms largely prohibit acts the antitrust laws already prohibit (price fixing and group boycotts).

Public Comments: None.

**UNITED STATES v.
FISCHER LIME & CEMENT COMPANY, *et al.***
Civil Action No.: 4067C

Year Judgment Entered: 1961

Section of Judgment Retaining Jurisdiction: XI

Description of Judgment: Defendants, ready-mixed concrete dealers, enjoined from entering into any agreement with any other supplier of ready-mixed concrete or with any concrete trade association to fix prices, eliminate or suppress competition, submit noncompetitive bids, cause or permit an association to circulate a price list, and exchange price information on bids or sales.

Reasons Judgment Should Be Terminated:

- Judgment more than ten years old.
- Two of the three corporate defendants appear to no longer exist from a search of the corporate records of the Tennessee Secretary of State's office.
- Judgment terms largely prohibit acts the antitrust laws already prohibit (price fixing).

Public Comments: None.

**UNITED STATES v.
DURABLE BUILDING MATERIALS
COUNCIL, INC., *et al.***
Civil Action No.: 4068C

Year Judgment Entered: 1961

Section of Judgment Retaining Jurisdiction: XI

Description of Judgment: Defendants, ready-mixed concrete dealers and a trade association, enjoined from entering into any agreement with any other supplier of ready-mixed concrete or with any concrete trade association to fix prices, eliminate or suppress competition, submit noncompetitive bids, cause or permit an association to circulate a price list, and exchange price information on bids or sales.

Reasons Judgment Should Be Terminated:

- Judgment more than ten years old.
- The trade association was dissolved, and four of the eight corporate defendants appear to no longer exist from a search of the corporate records of the Tennessee Secretary of State's office.
- Judgment terms largely prohibit acts the antitrust laws already prohibit (price fixing).

Public Comments: None.

**UNITED STATES v.
MEMPHIS BOARD OF REALTORS**
Civil Action No.: 72-218

Year Judgment Entered: 1972

Section of Judgment Retaining Jurisdiction: IX

Description of Judgment: Defendants, an association of real estate brokers, enjoined from fixing rates of commissions charged by any of its members in connection with real estate transactions and required to include a declaration in all association contracts and forms that all commission rates shall be negotiable between a broker and their client.

Reasons Judgment Should Be Terminated:

- Judgment more than ten years old.
- Judgment terms largely prohibit acts the antitrust laws already prohibit (price fixing).

Public Comments: None.

UNITED STATES v.
BROWNELL & COMPANY, INC., et al.
Civil Action No.: 72-427

Year Judgment Entered: 1974

Year Judgment Modified: 1976

Section of Judgment Retaining Jurisdiction: IX

Description of Judgment: Defendants, five manufacturers of nylon twine, enjoined from, among other things, agreeing to fix prices or other terms or conditions for the sale of twine and from exchanging price information with manufacturers, except in connection with bona fide purchase or sale transactions with a manufacturer.

Reasons Judgment Should Be Terminated:

- Judgment more than ten years old.
- Judgment terms largely prohibit acts the antitrust laws already prohibit (price fixing).

Public Comments: None.