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APPENDIX B

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1 **UNITED STATES V. COAL DEALERS ASS'N OF CAL., ET AL.**

2 Case No. 12539

3
4 **Year Judgment Entered:** 1899

5 **Section of Judgment Retaining Jurisdiction:** n/a

6 **Description of Judgment:** The judgment enjoined defendant coal retailers and wholesalers from fixing
7 prices.

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9 **Reasons Judgment Should Be Terminated:**

- 10 • Judgment more than ten years old.
- 11 • Judgment terms largely prohibit acts the antitrust laws already prohibit (price fixing).
- 12

13 **Public Comment:** None

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1 **UNITED STATES V. OTIS ELEVATOR CO., ET AL.**

2 Case No. 13884

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4 **Year Judgment Entered:** 1906

5 **Section of Judgment Retaining Jurisdiction:** Section 5, Paragraph 3

6 **Description of Judgment:** The judgment enjoined defendant manufacturers of elevators, elevator
7 machinery, and appliances from fixing prices and allocating markets or customers.

8
9 **Reasons Judgment Should Be Terminated:**

- 10 • Judgment more than ten years old.
- 11 • Judgment terms largely prohibit acts the antitrust laws already prohibit (price fixing and market
12 allocation).

13
14 **Public Comment:** None

1 **UNITED STATES V. FEDERAL SALT CO., ET AL.**

2 Case No. 13303

3
4 **Year Judgment Entered:** 1914

5 **Section of Judgment Retaining Jurisdiction:** n/a

6 **Description of Judgment:** The judgment enjoined defendant producers of salt from conspiring to fix
7 prices on the manufacture and sale of salt.

8
9 **Reasons Judgment Should Be Terminated:**

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

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13 **Public Comment:** None
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1 **UNITED STATES V. CALIFORNIA RETAIL HARDWARE & IMPLEMENT ASS'N, *ET***

2 ***AL.***

3 Case No. 1835

4
5 **Year Judgment Entered:** 1927

6 **Section of Judgment Retaining Jurisdiction:** Section 4

7
8 **Description of Judgment:** The judgment enjoined defendant hardware retailers from agreeing to not to
9 do business with those manufacturers and wholesalers that sold directly to consumers. The judgment
10 also enjoined defendant hardware retailers from issuing or circulating lists of manufacturers and
11 wholesalers that complied with the retailers' requests to avoid selling directly to consumers.

12
13 **Reasons Judgment Should Be Terminated:**

- 14 • Judgment more than ten years old.
- 15 • Most of the 26 individual defendant members of the California Retail Hardware and Implement
16 Association are likely are no longer in business.

17
18 **Public Comment:** None

1 **UNITED STATES V. FERNALD CO., ET AL.**

2 Case No. 1944

3
4 **Year Judgment Entered:** 1927

5 **Section of Judgment Retaining Jurisdiction:** Section 2(b)

6
7 **Description of Judgment:** The judgment enjoined defendant metal lath manufacturers from fixing
8 prices of metal lath and from agreeing on the classification of metal lath customers.

9
10 **Reasons Judgment Should Be Terminated:**

- 11 • Judgment more than ten years old.
- 12 • The two defendants likely no longer exist.
- 13 • Judgment terms largely prohibit acts the antitrust law already prohibit (price fixing).

14
15 **Public Comment:** None

1 **UNITED STATES V. STANDARD OIL CO. OF CAL., ET AL.**

2 Case No. 2542-S

3
4 **Year Judgment Entered:** 1930

5 **Year Judgment Modified:** 1933

6 **Section of Judgment Retaining Jurisdiction:** Section VII

7
8 **Description of Judgment:** The core provisions of the judgment enjoin defendants from fixing prices on
9 the manufacture, transport, and sale of gasoline and from refusing to deal with resellers who refuse to
10 abide by fixed prices. The judgment was modified in 1933 to allow defendants to act in accordance with
11 the Code of Fair Competition for the Petroleum Industry.

12
13 **Reasons Judgment Should Be Terminated:**

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

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17 **Public Comment:** None
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1 **UNITED STATES V. ASSOCIATED MARBLE COS., ET AL.**

2 Case No. 21848L

3
4 **Year Judgment Entered:** 1941

5 **Section of Judgment Retaining Jurisdiction:** Section 10

6
7 **Description of Judgment:** The judgment enjoined defendant marble dealers from restricting output,
8 from fixing prices, from conducting certain activities that facilitate price-fixing, from exchanging
9 information about future prices, and from discriminating in price or other conditions of sale of marble in
10 Northern California to any marble dealer.

11
12 **Reasons Judgment Should Be Terminated:**

- 13 • Judgment more than ten years old.
- 14 • Core provisions of the judgment prohibit acts the antitrust laws already prohibit (price-fixing).
- 15 • Most defendants likely no longer exist.

16
17 **Public Comment:** None

1 **UNITED STATES V. CALIFORNIA RICE INDUS., ET AL.**

2 Case No. 21990-S

3
4 **Year Judgment Entered:** 1941

5 **Section of Judgment Retaining Jurisdiction:** Section VII

6 **Description of Judgment:** The judgment enjoined defendants from fixing prices or setting quotas for
7 the purchase of paddy rice and milled rice, as well as from exchanging price and other information in
8 furtherance of any price fixing agreement.

9
10 **Reasons Judgment Should Be Terminated:**

- 11 • Judgment more than ten years old.
- 12 • Judgment terms largely prohibit acts the antitrust laws already prohibit (price fixing).
- 13 • Most defendants likely no longer exist.

14
15 **Public Comment:** None

1 **UNITED STATES V. MONTEREY SARDINE INDUS.**

2 Case No. 21991-W

3
4 **Year Judgment Entered:** 1941

5 **Section of Judgment Retaining Jurisdiction:** Paragraph 5

6 **Description of Judgment:** The judgment enjoined Monterey Sardine Industries, Inc., a trade association
7 comprised of individuals, partnerships, and corporations which owned or leased sardine fishing boats,
8 and five individual officers, from prohibiting non-members of the association from marketing,
9 delivering, or transporting sardines to any port including Monterey, California; from forcing sardine
10 canneries to either purchase from members or not purchase from non-members, and from fixing prices
11 for sardines.

12
13 **Reasons Judgment Should Be Terminated:**

- 14 • Judgment more than ten years old.
- 15 • Judgment terms largely prohibit acts the antitrust laws already prohibit (price fixing).
- 16 • Defendant trade association and individual defendants appear to no longer be in business.

17
18 **Public Comment:** None

1 **UNITED STATES V. FREIGHTWAYS, ET AL.**

2 Case No. 22075-R

3
4 **Year Judgment Entered:** 1943

5 **Year Order Effectuating Judgment Entered:** 1944

6 **Section of Judgment Retaining Jurisdiction:** Section XXII

7 **Description of Judgment:** The judgment dissolved the defendant corporate association of motor
8 carriers. It also enjoined associated motor carriers, and 38 of their officers, directors, and agents from
9 adopting a system of territorial assignment, fixing rates, and agreeing for exclusive interchange between
10 members and preferential interchange with connecting carriers. The final judgment also prohibits
11 certain actions that facilitated the anticompetitive conduct.

12
13 **Reasons Judgment Should Be Terminated:**

- 14 • Judgment more than ten years old.
- 15 • Dissolution requirements of the judgment have been met.
- 16 • Many of the defendants are likely no longer in business or deceased.
- 17 • Market conditions likely have changed such that the judgment no longer protects competition.

18
19 **Public Comment:** None

1 **UNITED STATES V. PAC. GREYHOUND LINES, *ET AL.***

2 Case No. 25267-S

3
4 **Year Judgment Entered:** 1947

5 **Year Judgment Modified:** 1969

6 **Section of Judgment Retaining Jurisdiction:** Section XX

7 **Description of Judgment:** The decree enjoined defendant bus and rail companies from price-fixing,
8 group-boycott, and other anticompetitive practices aimed at foreclosing interline bus traffic to
9 competing bus companies. It prohibited defendant bus and railroad companies from inducing connecting
10 feeder lines to refuse to enter into through-routes or joint fares with any other bus carrier. It also
11 enjoined defendant bus companies from inducing any feeder to refuse to interchange through-passengers
12 at the terminals of defendants' competitors. It also enjoined Pacific Greyhound Lines ("Greyhound")
13 from providing supplemental bus service to Southern Pacific's rail service, subject to an agreed
14 guarantee, with certain exceptions. Finally, it restricted Southern Pacific ownership of Greyhound stock
15 or participation in management. In 1969, the judgment was modified to allow the sale and transfer of
16 certain stock.

17
18 **Reasons Judgment Should Be Terminated:**

- 19 • Judgment more than ten years old.
- 20 • Several of the decree terms prohibit activity that is already per se unlawful under the antitrust
21 laws (price fixing, group boycott).
- 22 • Market conditions have changed such that the judgment no longer protects competition.

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24 **Public Comment:** None

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UNITED STATES V. N. CAL. PLUMBING & HEATING WHOLESALERS ASS'N, ET AL.

Case No. 29170

Year Judgment Entered: 1953

Section of Judgment Retaining Jurisdiction: Section X

Description of Judgment: A plumbing and heating wholesalers' association, its secretary-manager, and wholesalers were enjoined from, among other things, fixing prices for the sale of plumbing supplies.

Reasons Judgment Should Be Terminated:

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

Public Comment: None

1 **UNITED STATES V. SWITZER BROS., ET AL.**

2 Case No. 29860

3
4 Note: There are seven judgments in this case, one of which was entered in August 1953 and six
5 of which were entered in October 1953. The August 1953 judgment concerns Defendants John
6 Gantner, Jr.; Eugene Burns; Gerald D. Stratford; W. Bruce Beckley ("Individual Defendants").
7 The six October 1953 judgments concern Defendants Aberfolyle Manufacturing Company
8 ("Aberfolyle"); The Firelure Corporation ("Firelure"); Gantner & Mattern Company ("Gantner
9 & Mattern"); Lawter Chemicals, Inc. ("Lawter"); Switzer Brothers, Robert Switzer, and Joseph
10 Switzer ("Switzer Brothers Defendants"); and The Sherwin-Williams Company and The
11 Sherwin-Williams Company of California ("Sherwin-Williams Defendants").

12
13 **Year Individual Defendants Judgment Entered:** August 1953

14 **Year Aberfolyle Judgment Entered:** October 1953

15 **Year Firelure Judgment Entered:** October 1953

16 **Year Gantner & Mattern Judgment Entered:** October 1953

17 **Year Lawter Judgment Entered:** October 1953

18 **Year Switzer Brothers Defendants Judgment Entered:** October 1953

19 **Year Sherwin-Williams Defendants Judgment Entered:** October 1953

20
21 **Section of Judgments Retaining Jurisdiction:** Section 7 (August 1953 Judgment); Section XI
22 (October 1953 Judgments)

23
24 **Description of Individual Defendants Judgment:** The core provisions of this consent decree against
25 four individual defendants dissolved the individual defendants' partnership and prohibited revival of
26 agreements between the individual defendants and certain manufacturers of daylight fluorescent devices
27 and materials.

1 **Description of Aberfolyle, Firelure, Gantner & Mattern, Lawter, Switzer Brothers, and Sherwin-**
2 **Williams Judgments:** The core provisions of each of the six consent decrees required manufacturers of
3 daylight fluorescent devices and materials to grant royalty-free licenses or reasonable royalty licenses
4 under certain patents to sell and manufacture daylight fluorescent devices and materials. The
5 manufacturers were further enjoined from conditioning licenses under any patent on the other party's
6 agreement to abide by certain criteria. The decree also enjoined the defendant patent holders from
7 requiring purchasers to deal exclusively with them.

8
9 **Reasons Judgments Should Be Terminated:**

- 10 • Judgment more than ten years old.
11 • Because the subject patents have expired, the core terms of the judgments no longer protect
12 competition.

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14 **Public Comment:** None
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UNITED STATES V. GOLDEN GATE CHAPTER, NAT'L ELECS. DISTRIBS. ASS'N, ET

AL.

Case No. 31567

Year Judgment Entered: 1954

Section of Judgment Retaining Jurisdiction: Section IX

Description of Judgment: Defendant association of electronic and radio parts and equipment wholesalers, and its defendant members, were required to admit to membership any bona fide wholesale distributor.

Reasons Judgment Should Be Terminated:

- Judgment more than ten years old.
- Market conditions likely have changed such that the judgment no longer protects competition.

Public Comment: None

1 **UNITED STATES V. R.P. OLDHAM CO., ET AL.**

2 Case No. 36385

3
4 Note: There are three judgments in this case. The 1958 judgment was entered against Ataka New
5 York ("Ataka"). The 1959 judgment was entered against Defendants R. P. Oldham Company;
6 Winter Wolff & Company; Thos. D. Stevenson & Sons; Balfour, Guthrie & Company, Limited;
7 John P. Herber & Co., Inc.; Kinoshita & Co., LTD., U.S.A.; The Nissho California Corporation;
8 Sumitomo Shoji Kaisha, Ltd.; Daiichi Bussan Kaisha, Ltd.; and Mitsui Bussan Kaisha, Ltd.
9 ("R.P. Oldham *et al.*"). The 1960 judgment was entered against Defendant Mitsubishi
10 International Corporation ("Mitsubishi").

11
12 **Year Ataka Judgment Entered: 1958**

13 **Year R. P. Oldham *et al.* Judgment Entered: 1959**

14 **Year Mitsubishi Judgment Entered: 1960**

15
16 **Section of Judgment Retaining Jurisdiction:** Section VIII (1958); Section X (1959); Section VIII
17 (1960)

18
19 **Description of Ataka Judgment:** Defendant exporter of wire nails Ataka New York, Inc. was enjoined
20 from, among other things: (1) allocating sales territories among importers or exporters of Japanese wire
21 nails, (2) fixing prices at which importers buy or sell wire nails, (3) fixing the amount of wire nails to be
22 sold, and (4) engaging in exclusive dealing contracts.

23
24 **Description of R. P. Oldham *et al.* Judgment:** Defendant exporters and importers of wire nails were
25 enjoined from, among other things: (1) allocating territories for sale of wire nails, and (2) fixing prices
26 for sale of wire nails.

1 **Description of Mitsubishi Judgment:** Defendant exporter of wire nails Mitsubishi International
2 Corporation was enjoined from, among other things: (1) allocating sales territories among importers or
3 exporters of Japanese wire nails, (2) fixing prices at which importers buy or sell wire nails, and
4 (3) designating which persons should be permitted to act as importers.

5

6 **Reasons Judgments Should Be Terminated:**

- 7 • Judgments more than ten years old.
- 8 • Judgment largely prohibits acts the antitrust laws already prohibit (price fixing and market
9 allocation).

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11 **Public Comment:** None

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1 **UNITED STATES V. BLUE DIAMOND CORP., ET AL.**

2 Case No. 38703

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4 Note: There are two judgments in this case, both of which were entered on January 17, 1961.
5 One was entered against Defendants Blue Diamond Corporation, Ceco Steel Products Corp,
6 Herrick Iron Works, F.A. Klinger, Inc., Meehleis Steel Co., Pittsburgh-Des Moines Steel Co.,
7 Rutherford & Skoubye, Inc., Joseph T. Ryerson & Sons, Inc., San Jose Steel Co., Inc. Soule'
8 Steel Co., Gilmore-Skoubye Steel Contractors ("the Fabricators"), and Western Reinforcing
9 Steel Fabricators Association ("the Association") (together "Blue Diamond Defendants"). The
10 other was entered against Defendant Southwest Steel Rolling Mills ("Southwest Steel").

11
12 **Year Blue Diamond Defendants Judgment Entered:** 1961

13 **Year Southwest Steel Judgment Entered:** 1961

14
15 **Section of Judgment Retaining Jurisdiction:** Section VIII

16
17 **Description of Blue Diamond Defendants Judgment:** The judgment enjoined the Fabricators from,
18 among others things, agreeing to adopt uniform contract terms of payment for steel rebars used to
19 reinforce concrete, from restricting purchases of steel rebar from foreign sources, and from allocating
20 fabrication jobs among themselves. The judgment enjoined the Association from similarly attempting to
21 influence certain sales by steel mills.

22
23 **Description of Southwest Steel Judgment** The judgment's prohibitions are nearly identical to those
24 against the Blue Diamond Defendants. The judgment enjoined Southwest Steel from, among others
25 things, agreeing to adopt uniform contract terms of payment for steel rebars used to reinforce concrete,
26 from restricting purchases of steel rebar from foreign sources, and from allocating fabrication jobs
27 among themselves. It also enjoined Southwest Steel from attempting to influence certain sales by steel
28 mills for a period of two years.

1 **Reasons Judgments Should Be Terminated:**

- 2 • Judgments more than ten years old.
3 • Judgments largely prohibits acts the antitrust laws already prohibit (price fixing).
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5 **Public Comment:** None
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1 **UNITED STATES V. WILSON & GEO. MEYER & CO., ET AL.**

2 Case No. 38606

3
4 **Year Judgment Entered:** 1961

5 **Section of Judgment Retaining Jurisdiction:** Section VIII

6 **Description of Judgment:** The judgment enjoined two distributors of Canadian peat moss from price
7 fixing and territory allocation, from restricting resale prices, and from acting as representatives for joint
8 sale agencies or as exclusive distributors for more than one producer.

9
10 **Reasons Judgment Should Be Terminated:**

- 11 • Judgment more than ten years old.
- 12 • The two defendants bound by the decree appear to no longer be in business according to the
13 results of a search of corporate records with the California Secretary of State's office.
- 14 • Judgment largely prohibits acts that the antitrust laws already prohibit (price fixing and market
15 allocation).

16
17 **Public Comment:** None

1 **UNITED STATES V. W. WINTER SPORTS REPRESENTATIVES ASS'N**

2 Case No. 40567

3
4 **Year Judgment Entered:** 1962

5 **Year Judgment Modified:** 1972

6 **Section of Judgment Retaining Jurisdiction:** Section IX

7
8 **Description of Judgment:** The judgment enjoined defendant Western Winter Sports Representatives
9 Association, Inc. from, among other things, restricting solicitation rights of manufacturers and retailers
10 and from restricting access to its trade shows in certain ways. The judgment was amended in 1972 to
11 clarify the scope of an exception to the general prohibition on excluding exhibitors from the
12 Association's trade shows.

13
14 **Reasons Judgment Should Be Terminated:**

- 15 • Judgment more than ten years old.
- 16 • The judgment, at nearly fifty years old, is well past the age where an antitrust judgment
17 presumptively becomes either irrelevant to, or inconsistent with, competition. If the Antitrust
18 Division learns of the defendants engaging in unlawful behavior in the future, it has all the
19 investigative and prosecutorial powers necessary to ensure that competition is not harmed.

20
21 **Public Comment:** None

1 **UNITED STATES V. N. CAL. PHARM. ASS'N**

2 Case No. 39629

3
4 **Year Judgment Entered:** 1963

5 **Section of Judgment Retaining Jurisdiction:** Section X

6 **Description of Judgment:** Defendant state pharmaceutical association was enjoined from:

7 (1) conspiring to fix prices of prescription drugs sold by its member pharmacists, (2) formulating and
8 distributing prescription drug pricing schedules, (3) urging or influencing members to adhere to pricing
9 schedules, and (4) contacting members to fix prescription drug prices or the professional fee to be
10 charged.

11
12 **Reasons Judgment Should Be Terminated:**

- 13 • Judgment more than ten years old.
- 14 • The defendant pharmaceutical association is no longer in active status, according to a search of
15 corporate records with the California Secretary of State.
- 16 • Judgment largely prohibits acts the antitrust laws already prohibit (price fixing).

17
18 **Public Comment:** None

1 **UNITED STATES V. JOS. SCHLITZ BREWING CO., ET AL.**

2 Case No. 42127

3
4 **Year Judgment Entered:** 1966

5 **Section of Judgment Retaining Jurisdiction:** Section VIII

6
7 **Description of Judgment:** The judgment required Schlitz Brewing Company (“Schlitz”) to divest the
8 assets of Burgermeister beer and its stock in John Labatt Limited. The judgment permanently enjoined
9 Schlitz from certain acquisitions inside California, and enjoined certain acquisitions outside of
10 California for a period of ten years. The judgment also enjoined defendant General Brewing Company
11 from sales or transfers of certain assets for a period of five years.

12
13 **Reasons Judgment Should Be Terminated:**

- 14 • Judgment more than ten years old.
- 15 • All material requirements of the judgment have been met. Schlitz completed both required
16 divestitures, and the term-limited provisions in the judgment have expired.
- 17 • The decree is merely prohibiting that which would already be subject to review under the
18 existing antitrust laws. If Schlitz’s parent company, Pabst Brewing Company, were to attempt to
19 acquire another brewer in the future, it would likely be subject to antitrust review by DOJ, either
20 under the HSR statute or within DOJ’s authority to review anticompetitive acquisitions below
21 the HSR filing thresholds.

22 **Public Comment:** None

1 UNITED STATES V. COAST MFG. & SUPPLY CO.

2 Case No. 43028

3
4 **Year Judgment Entered:** 1967

5 **Section of Judgment Retaining Jurisdiction:** Section XI

6 **Description of Judgment:** Defendant manufacturer of glass fiber industrial fabrics was enjoined from,
7 among other things: (1) setting prices or limiting territories for the sale of its products, (2) forcing
8 distributors to adhere to particular resale prices or other terms, and (3) preventing distributors from
9 purchasing from sources of their choice.

10
11 **Reasons Judgment Should Be Terminated:**

- 12 • Judgment more than ten years old.
- 13 • Market conditions likely have changed. The judgment prohibited activities that the Supreme
14 Court held are not per se illegal in *Leegin Creative Leather Products, Inc., v. PSKS, Inc.*, 551
15 U.S. 877 (2007) (vertical resale price maintenance agreements are not per se illegal).

16
17 **Public Comment:** None

1 **UNITED STATES V. KIMBERLY-CLARK CORP.**

2 Case No. 40529

3
4 **Year Judgment Entered:** 1967

5 **Section of Judgment Retaining Jurisdiction:** Section XI

6 **Description of Judgment:** The judgment required Kimberly-Clark Corp., a manufacturer of paper
7 products, to divest its Blake, Moffitt & Towne ("BMT") Division following defendant's acquisition of
8 BMT in 1961; the divestiture was completed in 1968. The judgment also prohibited any officer,
9 director, executive employee or holder of more than one percent of Kimberly-Clark's stock from
10 becoming an officer, director, executive employee or greater than one percent shareholder at any
11 company which acquired BMT. The judgment also prohibited Kimberly-Clark from acquiring stock or
12 assets of any person involved in the wholesale distribution of paper or paper products for a period of 10
13 years without prior Court approval.

14
15 **Reasons Judgment Should Be Terminated:**

- 16 • Judgment more than ten years old.
17 • All material requirements of the judgment have been met.

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19 **Public Comment:** None
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1 **UNITED STATES V. DYMO INDUS.**

2 Case No. 42672

3
4 **Year Judgment Entered:** 1967

5 **Section of Judgment Retaining Jurisdiction:** Section XI

6 **Description of Judgment:** Defendant manufacturer of embossing tools and plastic tape was enjoined
7 from setting price or conditions for the sale of embossing tools and tape by retail dealers, distributors,
8 and jobbers. The judgment also required the defendant to grant nonexclusive licenses to any applicant
9 for embossing tools and tape patents which it held at the time.

10
11 **Reasons Judgment Should Be Terminated:**

- 12 • Judgment more than ten years old.
- 13 • Patents pertaining to the judgment have likely long expired.
- 14 • Market conditions likely have changed. The judgment prohibited activities that the Supreme
15 Court held are not per se illegal in *Leegin Creative Leather Products, Inc., v. PSKS, Inc.*, 551
16 U.S. 877 (2007) (vertical resale price maintenance agreements are not per se illegal).

17
18 **Public Comment:** None

1 UNITED STATES V. SWIFT INSTRUMENTS, INC.

2 Case No. C-73-0300 CBR

3
4 **Year Judgment Entered:** 1973

5 **Section of Judgment Retaining Jurisdiction:** Section X

6 **Description of Judgment:** A manufacturer of microscopes was prohibited by a consent decree from
7 suggesting, urging, or requiring any dealer: (1) to adopt or adhere to any fixed suggested or specified
8 price, discount or markup in the sale of microscopes, (2) to modify or withdraw its bid to any
9 educational institution or other public agency because of the price or discount at which the dealer bid,
10 and (3) to establish, adopt, or adhere to any limit on the classes of customers to whom, or the territory in
11 which such dealer may bid or sell microscopes. The decree also prohibited the defendant from
12 terminating or threatening to terminate the sale of microscopes to dealers because of the prices at which
13 or the persons to whom the dealer sold its microscopes.

14
15 **Reasons Judgment Should Be Terminated:**

- 16 • Judgment more than ten years old.
- 17 • Market conditions likely have changed. The judgment prohibited activities that the Supreme
18 Court held are not per se illegal in *Leegin Creative Leather Products, Inc., v. PSKS, Inc.*, 551
19 U.S. 877 (2007) (vertical resale price maintenance agreements are not per se illegal).

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21 **Public Comment:** None
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1 **UNITED STATES v. UNITED SCI. CO.**

2 Case No. C-73-0299 ACW

3
4 **Year Judgment Entered:** 1973

5 **Section of Judgment Retaining Jurisdiction:** Section X

6 **Description of Judgment:** A manufacturer of microscopes was prohibited from suggesting, urging, or
7 requiring any dealer: (1) to adopt or adhere to any fixed suggested or specified price, discount or
8 markup in the sale of microscopes, (2) to modify or withdraw its bid to any educational institution or
9 other public agency because of the price or discount at which the dealer bid, and (3) to establish, adopt,
10 or adhere to any limit on the classes of customers to whom, or the territory in which such dealer may bid
11 or sell microscopes. The decree also prohibited the defendant from terminating or threatening to
12 terminate the sale of microscopes to dealers because of the prices at which or the persons to whom the
13 dealer sold its microscopes.

14
15 **Reasons Judgment Should Be Terminated:**

- 16 • Judgment more than ten years old.
- 17 • Market conditions likely have changed. The judgment prohibited activities that the Supreme
18 Court held are not per se illegal in *Leegin Creative Leather Products, Inc., v. PSKS, Inc.*, 551
19 U.S. 877 (2007) (vertical resale price maintenance agreements are not per se illegal).

20
21 **Public Comment:** None

1 **UNITED STATES V. H.S. CROCKER CO., ET AL.**

2 Case No. C-74-0560 CBR

3
4 Note: There are two judgments in this case. The 1975 judgment was entered against Defendants
5 H.S. Crocker Company, Stacher-Traung-Schmidt Corporation, Diamond International
6 Corporation, International Paper Company, Fort Dearborn Lithograph Company, Michigan
7 Lithographing Company, Piedmont Label Company, and H.M. Smyth Co., Inc. ("H.S. Crocker
8 Defendants"). The 1976 judgment was entered against Defendant Litton Business Systems
9 ("Litton").
10

11 **Year H.S. Crocker Defendants Judgment Entered: 1975**

12 **Year Litton Judgment Entered: 1976**

13 **Section of Judgment Retaining Jurisdiction:** Section XI (1975); Section X (1976)

14 **Description of Judgments:** Defendant manufacturers of paper labels were enjoined from, among other
15 things, allocating or dividing customers, territories, or markets, from fixing prices, and from furnishing
16 price information unless it was generally available to users of paper labels.
17

18 **Reasons Judgment Should Be Terminated:**

- 19 • Judgment more than ten years old.
20 • Judgment largely prohibits acts the antitrust laws already prohibit (price fixing and market
21 allocation).
22

23 **Public Comment:** None
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1 **UNITED STATES V. FEDERATED DEP'T STORES, INC., ET AL.**

2 Case No. 76-858 RHS

3
4 **Year Judgment Entered:** 1978

5 **Section of Judgment Retaining Jurisdiction:** Section IX

6 **Description of Judgment:** The judgment perpetually enjoined defendant Federated Department Stores
7 and its successors, officers, directors, agents, employees, and others, from fixing prices. Certain
8 provisions of the judgment relating to compliance (distribution of the judgment to relevant personnel,
9 steps taken to comply with the judgment) were limited to a period of ten years.

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11 **Reasons Judgment Should Be Terminated:**

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

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15 **Public Comment:** None
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1 **UNITED STATES V. GREAT W. SUGAR CO., ET AL.**

2 Case No. 74-2674 SW

3
4 **Year Judgment Entered:** 1978

5 **Section of Judgment Retaining Jurisdiction:** Section XII

6 **Description of Judgment:** The judgment enjoined defendant sugar refiners from fixing sugar prices,
7 from requesting that other refiners fix prices, and from communicating with other refiners about prices.

8
9 **Reasons Judgment Should Be Terminated:**

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

12
13 **Public Comment:** None

1 **UNITED STATES V. UTAH-IDAHO SUGAR CO., ET AL.**

2 Case No. 74-2676 SC

3
4 **Year Judgment Entered:** 1978

5 **Section of Judgment Retaining Jurisdiction:** Section VIII

6 **Description of Judgment:** The judgment enjoined defendant sugar refiners from agreeing to refrain
7 from selling private-label sugar.

8
9 **Reasons Judgment Should Be Terminated:**

- 10 • Judgment more than ten years old.
- 11 • Judgment terms largely prohibit acts the antitrust laws already prohibit (price fixing and
12 restricting output).

13
14 **Public Comment:** None

1 **UNITED STATES V. ENDERLE METAL PRODS. CO., ET AL.**

2 Case No. C77-1579 CFP

3
4 **Year Judgment Entered:** 1979

5 **Section of Judgment Retaining Jurisdiction:** Section X

6 **Description of Judgment:** The judgment enjoined defendant manufacturers of furnace pipe and fittings
7 from fixing prices and from exchanging information concerning prices.

8
9 **Reasons Judgment Should Be Terminated:**

- 10 • Judgment more than ten years old.
- 11 • Three of the four corporate defendants bound by the decree appear to no longer be in business
12 according to the results of a search of records of the California Secretary of State.
- 13 • Judgment terms largely prohibit acts the antitrust laws already prohibit (price fixing).

14
15 **Public Comment:** None

1 **UNITED STATES V. GOLDEN GATE SPORTFISHERS, INC.**

2 Case No. C78-1608 WWS

3
4 **Year Judgment Entered:** 1979

5 **Section of Judgment Retaining Jurisdiction:** Section VII

6 **Description of Judgment:** The judgment enjoined defendant Golden Gate Sportfishers, Inc. from
7 facilitating fixing of prices charged by sportfishing boats to carry passengers.

8
9 **Reasons Judgment Should Be Terminated:**

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

12
13 **Public Comment:** None

1 **UNITED STATES V. SPECTRA-PHYSICS, INC., ET AL.**

2 Case No. C 78-1879 TEH

3
4 **Year Judgment Entered:** 1981

5 **Section of Judgment Retaining Jurisdiction:** Section IX

6 **Description of Judgment:** The judgment required Spectra-Physics, Inc. and Laserplane Corp.,
7 manufacturers of machine control laser systems (MCL Systems) and related components, to provide
8 royalty-free licenses for MCL Systems and components for a period of seven years.

9
10 **Reasons Judgment Should Be Terminated:**

- 11 • Judgment more than ten years old.
12 • All material requirements of the judgment have been met.

13
14 **Public Comment:** None

1 **UNITED STATES V. ACORN ENG'G CO.**

2 Case No. C 80-3388 TEH

3
4 **Year Judgment Entered:** 1982

5 **Section of Judgment Retaining Jurisdiction:** Section XIX

6 **Description of Judgment:** The judgment required Acorn Engineering Co. ("Acorn"), a manufacturer of
7 vandal-resistant plumbing fixtures, to divest certain assets obtained when it acquired both of its
8 competitors. Divestiture was completed in 1982. Acorn was also prohibited from acquiring any stock
9 or assets of any company in this industry in the United States without prior government approval for ten
10 years.

11
12 **Reasons Judgment Should Be Terminated:**

- 13 • Judgment more than ten years old.
14 • All material requirements of the judgment have been met.

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16 **Public Comment:** None
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1 **UNITED STATES V. DOMTAR INC., ET AL.**

2 Case No. C-87-0689 RFP

3
4 **Year Judgment Entered:** 1987

5 **Section of Judgment Retaining Jurisdiction:** Section XI

6 **Description of Judgment:** Following Defendant Domtar Inc.'s acquisition of Defendant Genstar
7 Gypsum Products Company ("Genstar"), the judgment required Defendants Domtar Inc., Domtar
8 Industries, Inc., Domtar Gypsum America, Inc, The Flintkote Company, Inc., and Genstar,
9 manufacturers of gypsum products, to divest certain assets owned by Genstar. The judgment was to
10 expire three years after the divestiture was completed.

11
12 **Reasons Judgment Should Be Terminated:**

- 13 • Judgment more than ten years old.
14 • All material requirements of the judgment have been met.

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16 **Public Comment:** None
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