APPENDIX B:

SUMMARY OF REASONS FOR TERMINATING EACH JUDGMENT

(Ordered by Year of Judgment Entered)

Case No.: Equity No. 26291

Case Name: United States v. Swift & Co., et al.

Year Judgment Entered: 1903

Year Judgment Modified: 1905 (Supreme Court Opinion)

Section of Judgment Retaining Jurisdiction: The judgment does not explicitly mention retention of jurisdiction, but the Court has inherent authority to modify consent decrees it has 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 restrained from entering into or taking part in any combination or conspiracy to refrain from bidding against each other at sales of live stock; or raising, lowering, or fixing prices at which meat will be sold; or curtailing the quantity of meat shipped; or establishing and maintaining rules for the giving of credit to dealers; or imposing uniform charges for cartage and delivery of meat. Defendants also enjoined from entering into a conspiracy to monopolize or attempt to monopolize the sale of fresh meat.

In 1905 the Supreme Court modified the 1903 judgment by ordering the phrase "or by any other method or device, the purpose and effect of which is to restrain commerce" stricken so that only the specific devices mentioned in the bill are prohibited. Additionally, the Supreme Court ordered that the words 'as charged in the bill" be inserted so that the Defendants are accurately informed what they are forbidden to do.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices or rigging bids.

Public Comments: None

Case No.: Civil No. 28604

Case Name: United States v. American Seating Company, et al. [Church Pews]

Year Judgment Entered: 1907

Section of Judgment Retaining Jurisdiction: The judgment does not explicitly mention retention of jurisdiction, but the Court has inherent authority to modify consent decrees it has

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 permanently enjoined from engaging in a combination or conspiracy to restrain interstate trade and commerce for church pews in violation of the Sherman Act by, among other things: agreeing upon and fixing uniform and non-competitive prices below which the Defendants should sell church pews; agreeing to refrain from bidding against each other for the sale of church pews; making fictitious or straw bids for the sale of church pews; organizing, managing, or conducting any association or club for the purpose of discussing, proposing, devising, and agreeing upon uniform arbitrary minimum prices for church pews; assigning and allotting prospective sales of church pews; and conspiring to monopolize any part of the trade and commerce in church pews among the several states and District of Columbia.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- Most Defendants likely no longer exist.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices and rigging bids.

Public Comments: None

Case No.: Civil No. 28605

Case Name: United States v. American Seating Company, et al. [School Desks]

Year Judgment Entered: 1907

Section of Judgment Retaining Jurisdiction: The judgment does not explicitly mention retention of jurisdiction, but the Court has inherent authority to modify consent decrees it has 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 permanently enjoined from engaging in a combination or conspiracy to restrain interstate trade and commerce for school desks in violation of the Sherman Act by, among other things: agreeing upon and fixing uniform and non-competitive prices below which the Defendants should sell school desks; agreeing to refrain from bidding against each other in the sale of school desks; making fictitious or straw bids for the sale of school desks; organizing, managing, or conducting any association or club for the purpose of discussing, proposing, devising, and agreeing upon uniform arbitrary minimum prices for school desks; assigning and allotting prospective sales of school desks; and conspiring to monopolize any part of the trade and commerce in school desks among the several states and District of Columbia.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- Most Defendants likely no longer exist.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices and rigging bids.

Public Comments: None

Case No.: Equity No. 30888

Case Name: United States v. Central-West Publishing Company, et al.

Year Judgment Entered: 1912

Years Judgment Modified: 1917; 1940

Section of Judgment Retaining Jurisdiction: Although the original judgment does not explicitly retain jurisdiction, Section III in the 1940 modification explicitly retained jurisdiction.

Description of Judgment: Defendants permanently enjoined from: attempting to monopolize interstate trade and commerce in the business of shipping ready-print papers, matrices, and stereotyped plates, and in the dissemination of news among the states in violation of the Sherman Act; committing or doing any acts of unfair competition against the Defendants or their competitors; and any acts done with the intent or purpose of driving the Defendants or their competitors out of the industries in which they are now engaged.

Judgment modified by the Seventh Circuit in 1917 (after the District Court denied the modification) to permit one defendant to sell its assets and business pertaining to stereotyped plates to another defendant.

Judgment modified by the district court in 1940 to restrict the judgment to only two of the original Defendants – the American Press Association and the Western Newspaper Union – and to require only that those Defendants, file any plans to (1) merge or consolidate with each other, (2) acquire the stock of each other or another corporation engaged in the manufacture or sale of plate matter or ready prints, or (3) acquire the business or property of any other corporation engaged in the manufacture or sale of plate matter or ready prints, with the Attorney General of the United States at least 20 days prior to putting the plan into effect.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The judgment, as modified, no longer serves a purpose. Following the 1940 modification, the judgment only restricts two organizations, the American Press Association and the Western Newspaper Union, from merging or consolidating with each

other. The purpose of the judgment has been replaced by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, 15 U.S.C. § 18a, which requires companies notify the Department of Justice and the Federal Trade Commission when proposed transactions meet a certain threshold. Therefore the judgment should be terminated.

Public Comments: None

Case No.: In Equity No. 14

Case Name: United States v. International Brotherhood of Electrical Workers, Local Unions Nos. 9 and 134, et al.

Year Judgment Entered: 1914

Section of Judgment Retaining Jurisdiction: The judgment does not explicitly mention retention of jurisdiction, but the Court has inherent authority to modify consent decrees it has 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 permanently enjoined from, among other things, interfering with any of the business of the Postal Telegraph Cable Company of Illinois in the management, conduct, or operation of any of its business as a common carrier of telegraph messages, including: cutting, injuring or destroying telegraph lines, poles, cables, call boxes, and other property used in the transmission of messages between or among different states or interstate commerce; compelling, inducing or attempting to induce or compel employees of the Postal Telegraph Cable Company of Illinois to refuse, suspend, or neglect to perform their duties as employees or to leave the service of the company; preventing any person by threats, intimidation, force, or violence from entering the service of the Postal Telegraph Cable Company of Illinois; committing any act in furtherance of any conspiracy or combination to restrain the Postal Telegraph Cable Company in the free and unhindered transmission of interstate messages; and ordering, directing, aiding, assisting or abetting any person in committing any such acts.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- Market conditions have changed such that the judgment no longer protects competition. The judgment protects an industry that no longer exists in the United States. Public sources indicate that the Postal Telegraph Cable Company of Illinois merged with Western Union in 1945 and that Western Union, the last telegraph network in the United States ended service in 2006. Additionally, a subsequent act of Congress, the Norris-LaGuardia Act, passed in 1932, 29 U.S.C. § 101 *et seq.*, prohibits use of antitrust laws to enjoin legitimate labor union activities of the type at issue here.
- Individual Defendants likely no longer exist. Given the consent decree is over a century old, the individual Defendants have passed away.

Public Comments: None

Case No.: Equity No. 31051

Case Name: United States v. Elgin Board of Trade, et al.

Year Judgment Entered: 1914

Year Judgment Modified: 1914

Section of Judgment Retaining Jurisdiction: Fourth

Description of Judgment: Defendants permanently enjoined from, among other things, engaging in a combination and conspiracy to restrain interstate trade and commerce in butter in violation of the Sherman Act. Defendants specifically enjoined from: appointing or authorizing the appointment of any officer or agent or maintaining a committee of the Elgin Board of Trade to fix or suggest the price of butter; quoting or publishing any price of butter not obtained in *bona fide* sales of butter; fixing or determining bids or offers members of the Elgin Board of Trade shall make for purchases or sales of butter; requiring members of the Elgin Board of Trade use quotations or prices of butter made by means of transactions upon the Elgin Board of Trade; making fictitious sales or purchases of butter for the purpose of misleading any person as to the actual price at which butter is sold on the Elgin Board of Trade; participating in or knowingly permitting on the Elgin Board of Trade any sale or purchase of butter that is not a *bona fide* transaction or that is in pursuance of a combination or conspiracy to raise, lower, or affect the price of butter; and making or causing to be made any offer to buy or sell butter on the Elgin Board of Trade at any price which has been agreed upon by two or more members of the board or by any one member of the board and any other person prior to the making of the offer.

Less than two months after the original judgment was entered, it was modified to strike out the name of one of the Defendants that was never served and never appeared.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- Defendant Elgin Board of Trade is no longer in business. With the passage of time, the individual Defendants likely have passed away.
- The judgment prohibits acts the antitrust laws already prohibit, such as fixing prices and rigging bids.

Public Comments: None

Case No.: Civil No. 30042

Case Name: United States v. Chicago Butter and Egg Board, et al.

Year Judgment Entered: 1914

Section of Judgment Retaining Jurisdiction: Fourth

Description of Judgment: Lead Defendant Chicago Butter & Egg Board and its members, also Defendants, enjoined and restrained from, among other things, fixing the prices of butter or eggs, publishing price lists for butter or eggs, requiring its members to use any price lists for butter or eggs, entering into agreements in restraint of trade, or maintaining any committee that fixed the prices of butter or eggs.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The lead Defendant no longer exists. With the passage of time, the individual Defendants likely have passed away.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices.
- Market conditions likely have changed such that the judgment no longer protects competition or may even be anticompetitive. The wholesale and retail markets for butter, eggs, and other groceries are vastly different in 2019 than they were shortly after the turn of the last century.

Public Comments: None

Case No.: In Equity No. 30887

Case Name: United States v. Associated Billposters and Distributors of the United States and Canada, et al.

Year Judgment Entered: 1916

Section of Judgment Retaining Jurisdiction: 4

Description of Judgment: Defendant Associated Bill Posters & Distributors of the United States and Canada ("ABP"), a trade association, and its members, some of whom were individual Defendants, were enjoined and restrained from, among other things, entering in agreements in restraint of trade; fixing prices; allocating markets, customers, territories, or output; engaging in boycotts; or enacting rules to exclude persons or entities from membership in ABP. The judgment also required ABP to furnish a copy of the decree to its current and future members.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.

- Most Defendants likely no longer exist. With the passage of time, many of the company Defendants in these actions likely have gone out of existence, and many individual Defendants likely have passed away.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices, allocating markets, rigging bids, or engaging in group boycotts.
- Market conditions likely have changed such that the judgment no longer protects competition or may even be anticompetitive. The outdoor advertising market is fundamentally different today than it was in the second decade of the last century. Gone is the world in which outdoor advertising primarily consisted of jobbers and newsboys pasting monochromatic posters onto available walls.

Public Comments: None

Case No.: Equity No. 5460

Case Name: U.S. v. Western Cantaloupe Exchange, et al.

Year Judgment Entered: 1918

Section of Judgment Retaining Jurisdiction: The judgment does not explicitly mention retention of jurisdiction, but the Court has inherent authority to modify consent decrees it has 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: The judgment pertained to output restrictions and other agreements restricting the sale of cantaloupes raised in the Imperial Valley of California. Defendants enjoined and restrained from, among other things, entering into agreements to restrain competition in the cantaloupe trade; holding any membership in the Western Cantaloupe Exchange; fixing prices or other the terms of sale for cantaloupes, including the amounts of advances or terms of credit; or allocating output of cantaloupes.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- Most Defendants likely no longer exist. With the passage of time, many of the company Defendants in these actions likely have gone out of existence, and many individual Defendants likely have passed away.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices or other terms of sale, or allocating output.

Public Comments: None

Case No.: In Equity No. 2943

Case Name: United States v. Railway Employees' Department of the American Federation of Labor, et al.

Year Judgment Entered: 1923

Section of Judgment Retaining Jurisdiction: The judgment does not explicitly mention retention of jurisdiction, but the Court has inherent authority to modify consent decrees it has 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: This case arose out of the Railroad Shopmen's Strike of 1922, which was the first nationwide strike of railroad workers and marked by violent conflicts. The judgment enjoined Defendants, international and local labor unions and the officers thereof, from various labor union and other activities, including picketing; interfering with railway companies, their employees, their property, and their operations; conspiring to, or actually hindering or interfering with railway passengers or cargo; making threats, acts of violence or intimidation, or "opprobrious epithets, jeers . . ., taunts, [or] entreaties;" loitering or being within the vicinity of points of ingress or egress of railway companies; or taking any acts that aid, abet, direct, or encourage any of the above actions, including raising or using funds.

The Norris-LaGuardia Act, passed in 1932, 29 U.S.C. § 101 *et seq*., prohibits use of antitrust laws to enjoin legitimate labor union activities. The Act was passed in response to "abuses of judicial power in granting injunctions in labor disputes," including those issued during the Railroad Shopmen's Strike. *See Milk Wagon Drivers' Union, Local No. 753, Int'l Bhd. of Teamsters, Chauffeurs, Stablemen & Helpers of Am. v. Lake Valley Farm Prod.*, 311 U.S. 91, 102, 61 S. Ct. 122, 127–28, 85 L. Ed. 63 (1940) (citing 16 S. Rep. No. 163, 72nd Cong., 1st Sess., p. 8). Although the Norris-LaGuardia Act did not contain language giving it retrospective effect, the act's operative language made clear that this type of judgment was henceforth forbidden as contrary to public policy.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- Most defendants likely no longer exist. With the passage of time, many of the company defendants in these actions likely have gone out of existence, and many individual defendants likely have passed away.
- Market conditions have changed since the entry of this judgment. Specifically, a subsequent act of Congress, the Norris-LaGuardia Act, passed in 1932, 29 U.S.C. § 101 *et seq*., prohibits use of antitrust laws to enjoin legitimate labor union activities of the type at issue here.

Public Comments: None

Case No.: In Equity No. 1490

Case Name: United States v. American Linseed Oil Company, et al.

Year Judgment Entered: 1923

Section of Judgment Retaining Jurisdiction: The judgment does not explicitly mention retention of jurisdiction, but the Court has inherent authority to modify consent decrees it has 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: This judgment pertains to the formation and operation of a trade association, through which linseed oil, cake, and meal manufacturers and distributors exchanged pricing and other sensitive business information, one result of which was enabling Defendants to fix prices. Defendants perpetually enjoined and restrained from, among other things, recognizing the validity of contracts pertaining to the formation, operation of, or membership in the trade association; making, receiving, or distributing pricing and other information through the trade association; exchanging information; or entering into new contracts regarding the formation or operation of a similar trade association. The judgment followed a Supreme Court decision (262 U.S. 371 (1923)) that reversed the district court's initial ruling in favor of defendants.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- Most Defendants likely no longer exist. With the passage of time, many of the company Defendants in these actions likely have gone out of existence, and many individual Defendants likely have passed away.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices.

Public Comments: None

Case No.: Equity No. 4913

Case Name: United States v. Tanners Products Company, et al.

Year Judgment Entered: 1927

Section of Judgment Retaining Jurisdiction: 8

Description of Judgment: Defendants are restrained from making or entering into any agreements preventing competitors from engaging in the manufacture of hair felt or hair felt machinery. Defendants are also restrained and enjoined from entering into or carrying out any agreements or contracts fixing or regulating or attempting to fix or regulate the prices of cattle, calf, or goat hair. Additionally, Defendants are perpetually enjoined from continuing the acquisition of cattle and calf hair under the so-called contributing stockholder plan according to which stockholders of the principal Defendants, who are tanning companies producing cattle and

calf hair, sell or deliver it to said principal Defendants and receive in part payment therefor a so-called "added price."

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices and allocating markets.

Public Comments: None

Case No.: In Equity No. 8958

Case Name: United States v. Glaziers Local No. 27 of Chicago and Vicinity of the Brotherhood of Painters, Decorators, and Paper Hangers of America, et al.

Year Judgment Entered: 1930

Section of Judgment Retaining Jurisdiction: III

Description of Judgment: Defendants are restrained from interfering with certain companies engaged in the business of producing glazed bathroom cabinets or other glazed commodities manufactured outside of the State of Illinois. Defendants are further directed to cease coercing building owners, architects, and building contractors by requiring payment of sums of money to Defendants or their agents for permission to install said products, or to refrain from purchasing said equipment from out of state manufacturers, to cancel orders already made, or to refrain from installation of said products, including by calling for strikes or refusal to work.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- Market conditions have changed such that the judgment no longer protects competition or may even be anticompetitive. Changes in the industry rendered the decrees obsolete since on-site glazed products had all but disappeared as builders switched to pre-glazed products because of their substantially lower costs. Additionally, the Norris-LaGuardia Act, passed in 1932, 29 U.S.C. § 101 *et seq*., prohibits use of antitrust laws to enjoin legitimate labor union activities.

Public Comments: None

Case No.: In Equity No. 8556

Case Name: United States v. Painters District Council No. 14 of Chicago and Vicinity of the Brotherhood of Painters, Decorators, and Paper Hangers of America, et al.

Year Judgment Entered: 1931

Section of Judgment Retaining Jurisdiction: IX

Description of Judgment: Defendants are restrained from interfering with certain companies engaged in the business of producing finished kitchen equipment, interior woodwork or any other finished products manufactured outside of the State of Illinois. Defendants are further directed to cease coercing building owners, architects, and building contractors to refrain from purchasing said equipment from out of state manufacturers, to cancel orders already made, or to install said products, including by calling for strikes or refusal to work.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- Market conditions have changed such that the judgment no longer protects competition or may even be anticompetitive. Changes in the industry rendered the decrees obsolete since the market for custom kitchen equipment and woodwork has changed as builders switched to pre-made products because of their substantially lower costs. Additionally, the Norris-LaGuardia Act, passed in 1932, 29 U.S.C. § 101 *et seq*., prohibits use of antitrust laws to enjoin legitimate labor union activities.

Public Comments: None

Case No.: In Equity No. 11634

Case Name: United States v. Corn Derivatives Institute, et al.

Year Judgment Entered: 1932

Years Judgment Modified: 1943; 1947

Section of Judgment Retaining Jurisdiction: 6

Description of Judgment: Defendants, manufacturers of products derived from corn, are restrained from acting in concert to fix or determine prices, including uniform prices, terms or conditions, to maintain uniform prices, terms and conditions, to prevent changes in price, terms and conditions, to engage in price discrimination, to manipulate prices, including by limiting production. Defendants are also restrained from not competing with each other, from designating customers as exclusive customers, or acting in concert to refrain from manufacturing a certain product or to prevent any individual, corporation or association from manufacturing said product, and to refuse to quote prices or sell products at the point of manufacture.

The judgment was modified in 1943 to clarify that nothing in the decree should be construed to restrict or prohibit the Defendant manufacturers from complying with the Emergency Price Control Act of 1942.

The judgment was modified in 1947 to clarify that the decree did not prohibit the Defendants from acting in furtherance of the Federal Government's program for the conservation of grain.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices and allocating markets and customers.

Public Comments: None

Case No.: Civil No. 1761

Case Name: United States v. The Tile Contractors' Association of America, Inc., et. al.

Year Judgment Entered: 1940

Year Judgment Modified: 1941

Section of Judgment Retaining Jurisdiction: 17

Description of Judgment: Defendants, including The Tile Contractors' Association of America, Inc. ("Tile Association") and its local affiliates and tile contractors were restrained from entering an agreement among themselves or with any labor union or with any tile manufacturer to engage in conduct including, but not limited to, the following: to refuse to do business with any manufacturer, jobber, distributor, or general contractor; to prevent any non-member of the Tile Association from securing union labor; to create a bid depository or other mechanism to fix the prices of tile or tile installation; to prevent any entity from employing union labor; to prevent unions from negotiating a labor agreement directly with tile contractors who are non-members of the Tile Association; to prevent or penalize members of the Tile Association for selling unset tile; to refuse to install the materials of any manufacturer that sells tile to certain customers; to report any union member with the intent to achieve a purpose prohibited by this injunction; to aid a union in imposing penalties against a non-member of the Tile Association; or to restrict the sale of tile.

Defendants, including labor unions, were enjoined from any agreement to circulate a list of approved or blacklisted general contractors or similar entities; to withhold labor from any entity; to require conditions of contractors not required of similarly situated contractors; to penalize anyone complying with the injunction; to penalize general contractors that employ subcontractors who are non-members of the Tile Association; or to limit the work performed or tools used by tile layers.

The judgment was modified in 1941 to modify a provision regarding the use of tools by multiple entities.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices or engaging in group boycotts.

Public Comments: None

Case No.: Civil No. 1788

Case Name: United States v. The Mosaic Tile Company, et al.

Year Judgment Entered: 1940

Section of Judgment Retaining Jurisdiction: 10

Description of Judgment: Defendants perpetually enjoined from conduct including refusing to sell tile to any person, partnership, or corporation; refusing to sell tile to a contractor because he does not hire union tile setters; refusing to sell to a jobber due to lack of association with a union; or participating in an operation to maintain or fix the price of tile or limit competition in the sale of tile.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices.

Public Comments: None

Case No.: Civil Action No. 2088

Case Name: United States v. The Borden Company, et al.

Year Judgment Entered: 1940

Section of Judgment Retaining Jurisdiction: XIII

Description of Judgment: Defendants, comprised of thirty-four individuals and fourteen entities involved in the chain of dairy product production and delivery to the Chicago area, are restrained from fixing prices; allocating markets; seeking to achieve such restraints through

application of various forms of pressure applied to downstream persons and entities or as a result of coercion; interfering with related association and union membership, affairs, or management; applying discriminatory or otherwise inequitable treatment of members of the Milk Dealers' Bottle Exchange; using levers of union power to discriminate against certain drivers or to improperly affect distributors ability to service the Chicago area.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- Most Defendants likely no longer exist. With the passage of time, many of the company Defendants likely have gone out of existence, and many individual Defendants likely have passed away. It appears that at least seven of the fourteen legal entities no longer exist and have no successor.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices, allocating markets, and group boycotts.
- Market conditions likely have changed such that the judgment no longer protects competition or may even be anticompetitive. In 1940, relevant methods of dairy product production and delivery were vastly different than they are today, involving, for example, the bottling of products and delivery of such bottled products directly to individual homes in exchange for the return of empty bottles. This type of preparation and delivery of dairy products has been replaced by more modern (and different) production and supply chains.

Public Comments: None

Case No.: Civil Action No. 3337

Case Name: United States v. Kearney & Trecker Corporation, et al.

Year Judgment Entered: 1941

Section of Judgment Retaining Jurisdiction: V

Description of Judgment: Defendants required to divest themselves of all rights in a patent covering a milling machine spindle and tool, and transfer all rights under the patent to the public, without the payment of royalties.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- All requirements of the judgment have been met such that it has been satisfied in full. The decree requires divestiture of patent and dedication to the public. The patent has long since expired so judgment serves no purpose and should be terminated.

Public Comments: None

Case No.: Civil Action No. 43-C-1295

Case Name: United States v. The Rail Joint Company, et al.

Years Judgments Entered: 1944; 1946

Section of Judgment Retaining Jurisdiction: IX (1944 judgment); the 1946 judgment does 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 Judgments: Pursuant to the 1944 judgment some Defendants were required to divest themselves of all rights in four patents and transfer all rights under the patents to the public. The Defendants also were enjoined from enforcing divested patents or reinstating certain licenses; fixing the prices of new or reformed rail joint bars; from limiting the location or scope of operations of any plant for reforming rail joint bars; and from allocating customers or markets for the reforming of rail joint bars.

In 1946 the remaining Defendants were enjoined from enforcing or reinstating license agreements upon a pool of patents related to rail joint bars.

Reasons Judgment Should Be Terminated:

- Judgments are more than ten years old.
- Requirements of the 1944 judgment relating to the required divestiture of patents and dedication to the public have been met. The decree also prohibits enforcing licenses upon the patents. The patents have long since expired so the judgment serves no purpose and should be terminated.
- Requirements of the 1946 judgment relating to enforcing or reinstating license agreement to a pool of patents have been met. The patents have long since expired so the judgment serves no purpose and should be terminated.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices and allocating markets.

Public Comments: None

Case No.: Civil Action No. 45 C 620

Case Name: United States v. U. S. Machine Corporation

Year Judgment Entered: 1945

Section of Judgment Retaining Jurisdiction: Section VII

Description of Judgment: Defendant perpetually enjoined and restrained from directly or indirectly entering into, adhering to or furthering any contract, agreement, license, franchise, understanding, plan or program with any manufacturer or distributor to fix prices, terms, or conditions for the sale or installation of automatic coal stokers. Defendant also enjoined and restrained from allocating customers to any seller or installer of automatic coal stokers.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The judgment prohibits acts that the antitrust law already prohibit such as fixing prices or allocating markets.
- The Defendant no longer exists. The manufacturing plant in question closed in 1977 and according to records kept by the State of Indiana, the Defendant was dissolved. To the extent the Defendant no longer exists, the related judgment serves no purpose and should be terminated.

Public Comments: None

Case No.: Civil Action No. 46 C 1289

Case Name: United States v. Automatic Sprinkler Company of America, et al.

Year Judgment Entered: 1948

Section of Judgment Retaining Jurisdiction: Section XI

Description of Judgment: Defendants, Automatic Sprinkler Company of America ("Automatic"), a manufacturer of automatic fire extinguishing equipment and eight distributors of automatic sprinkling systems, were perpetually prohibited and enjoined from further performance of various exclusive dealing arrangements with respect to the sale and installation of fire extinguishing systems and devices, such as tying agreements, market allocation agreements, resale agreements, quotas, or exclusive dealing arrangements.

The judgment also cancelled the existing patent licensing agreements between Automatic and the distributor Defendants, and prohibited the Defendants from threatening, instituting, or maintaining any lawsuits alleging patent infringement. Finally, the judgment ordered Automatic to grant applicants a non-exclusive license to manufacture and sell its fire extinguishing device and to sell its devices and equipment to any prospective purchaser on equal terms.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The judgment prohibits acts that the antitrust law already prohibit such as allocating markets.

- Market conditions have changed. The patents at issue in this matter have expired.

Public Comments: None

Case No.: Civil Action No. 46 C 861

Case Name: U.S. v. White Cap Company

Year Judgment Entered: 1948

Section of Judgment Retaining Jurisdiction: VIII

Description of Judgment: Defendant, a manufacturer of closures for glass jars and containers as well as sealing machinery, was enjoined from: leasing or selling sealing machinery on condition that the lessee or purchaser only purchase closures from the Defendant in specified quantities; conditioning the availability of sealing machinery or parts upon the procurement of closures from Defendant; removing machinery from the premises of any lessee because such lessee uses closures or machinery manufactured or sold by any person other than Defendant; altering or changing sealing machinery to prevent the use of closures manufactured or sold by others, unless such alteration improves the operation efficiency of the machine; altering or changing closures to prevent use in sealing machinery manufactured or sold by others, unless the change results in more efficient operation; conditioning any license relating to sealing machinery or closures by tying such license to the purchase or procurement of machinery or closures from defendant or other designated source; and instituting or maintaining any suit for royalties alleged to have accrued prior to the date of the judgment under any existing machine patent as defined in the Judgment. Defendant was further ordered to grant to each applicant a non-exclusive license to make, use and vend machines under all existing machine patents as defined in the judgment at reasonable and nondiscriminatory rates.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- Market conditions likely have changed. The patents at issue in the judgment have long since expired.

Public Comments: None

Case No.: Civil No. 47 C 147

Case Name: United States v. Phillips Screw Company, et al.

Year Judgment Entered: 1949

Years Judgment Modified: 1950 (modifications in March, June, September, and December); 1951; 1954

Section of Judgment Retaining Jurisdiction: IX

Description of Judgment: The judgment cancelled patent license agreements which had been the basis for price-fixing and market allocation agreements and enjoined Defendants from entering into price-fixing agreements, allocating markets, and limiting imports or exports. The judgment also prohibited Defendants from publishing suggested resale price lists for three years, and required Defendants to license patents on a reasonable royalty basis and to supply technical information to licensees under these patents.

The judgment was modified four times in 1950 and once in 1951 to extend the time limits set forth in the judgment.

The judgment was modified in 1954 to require Defendants to supply technical information to licensees at cost.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- Market conditions have changed. The patents that were the focus of this matter have expired and the prohibition on relating to suggested resale prices has expired.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices or allocating markets.

Public Comments: None

Case No.: Civil Action No. 49 C 1300

Case Name: United States v. Max Gerber, et. al.

Year Judgment Entered: 1951

Section of Judgment Retaining Jurisdiction: Section IX

Description of Judgment: Defendants, manufacturers of vitreous china plumbing fixtures and sanitary brass goods, were enjoined from selling plumbing fixtures on the condition that the purchasers buy any sanitary brass goods from the Defendants; selling sanitary brass goods on the condition that the purchasers purchase any plumbing fixtures from the Defendants; entering into a contract or agreement preventing purchasers from purchasing any plumbing fixtures or sanitary brass goods from anyone other than the Defendants; selling plumbing fixtures on condition that the purchaser shall not purchase, use, deal in, or sell sanitary brass goods made or sold by anyone other than the Defendants; selling sanitary brass goods on condition that the purchaser shall not purchase, use, deal in, or sell plumbing fixtures made or sold by anyone other than the

Defendants; refusing to sell or discriminating in the price of plumbing fixtures because the customer is not purchasing sanitary brass goods from the Defendants; or refusing to sell or discriminating in the price of sanitary brass goods because the customer is not purchasing plumbing fixtures from the Defendants.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The Defendants likely no longer exist. To the extent that Defendants no longer exist, the related judgment serves no purpose and should be terminated.
- Market conditions have changed. The market conditions that allowed agreements tying the purchase of vitreous china plumbing fixtures to the purchase of sanitary brass goods were due to a shortage of vitreous china plumbing fixtures after WWII. This shortage no longer exists.

Public Comments: None

Case No.: Civil Action No. 46 C 1332

Case Name: United States v. Bausch and Lomb Optical Co., et al.

Year Judgment Entered: 1951

Section of Judgment Retaining Jurisdiction: X

Description of Judgment: Each corporate Defendant was enjoined from making any payment or rebate to any refractionist or oculist, or any agent thereof, arising out of or connected with "dispensing" – *i.e.*, the sale of ophthalmic supplies (particularly glasses and parts for glasses); repair parts and services; facial measurements for glasses; or the fitting and adjustment of glasses. Each corporate Defendant was also enjoined from entering into an agreement to sell ophthalmic supplies or services to a buyer beyond that which is needed by the buyer; dictating the prices or terms at which a buyer would resell ophthalmic supplies; dictating the territories in which a buyer would operate or do business; controlling or interfering with the purchasing, financial, promotional, or other business policies of buyers, or attempting to do so; and enforcing, performing, or entering into an agreement with a buyer related to rebates based on percentage or quantity of ophthalmic supplies purchased from the Defendant. Finally, each corporate Defendant was enjoined from engaging in the business of dispensing or acquiring an ownership interest in a dispensing business for a period of ten years from the date of entry of judgment. Each individual Defendant was enjoined from accepting any rebate or payment of part of the price paid by patients for ophthalmic supplies. All Defendants were enjoined from entering into an agreement to fix the price charges for ophthalmic supplies or attempt to control or dictate prices for such supplies and services charged by others.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- Part of the judgment (the prohibition against operating or owning a dispensing business for a period of ten years) has been satisfied. Additionally, some of the conduct prohibited by the judgment would promote competition. Therefore, judgment serves no purpose and should be terminated.
- Most Defendants likely no longer exist. With the passage of time, many individual Defendants likely have passed away.
- The judgment, in part, prohibits acts that the antitrust laws already prohibit, such as fixing prices.

Public Comments: None

Case No.: Civil Action No. 46 C 1333

Case Name: United States v. American Optical Company, et al.

Year Judgment Entered: 1951

Section of Judgment Retaining Jurisdiction: X

Description of Judgment: Each corporate Defendant was enjoined from making any payment or rebate to any refractionist or oculist, or any agent thereof, arising out of or connected with "dispensing" – *i.e.*, the sale of ophthalmic supplies (particularly glasses and parts for glasses); repair parts and services; facial measurements for glasses; or the fitting and adjustment of glasses. Each corporate Defendant was also enjoined from entering into an agreement to sell ophthalmic supplies or services to a buyer beyond that which is needed by the buyer; dictating the prices or terms at which a buyer would resell ophthalmic supplies; dictating the territories in which a buyer would operate or do business; controlling or interfering with the purchasing, financial, promotional, or other business policies of buyers, or attempting to do so; and enforcing, performing, or entering into an agreement with a buyer related to rebates based on percentage or quantity of ophthalmic supplies purchased from the defendant. Finally, each corporate Defendant was enjoined from engaging in the business of dispensing or acquiring an ownership interest in a dispensing business for a period of ten years from the date of entry of judgment. Each individual Defendant was enjoined from accepting, or entering into an agreement to accept, any rebate or payment of part of the price paid by patients for ophthalmic supplies. All Defendants are enjoined from entering into an agreement to fix the price charges for ophthalmic supplies or attempt to control or dictate prices for such supplies and services charged by others.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- Part of the judgment (the prohibition against operating or owning a dispensing business for a period of ten years) has been satisfied.

- Most Defendants likely no longer exist. With the passage of time, many of the company Defendants in these actions likely have gone out of existence, and many individual Defendants likely have passed away.
- The judgment, in part, prohibits acts that the antitrust laws already prohibit, such as fixing prices.

Public Comments: None

Case No.: Civil Action No. 48 C 608

Case Name: United States v. Uhlemann Optical Co. of Illinois, et al.

Year Judgment Entered: 1951

Section of Judgment Retaining Jurisdiction: VIII

Description of Judgment: Each corporate Defendant was enjoined from making any payment to any refractionist or oculist, or any agent thereof, arising out of or connected with "dispensing" – *i.e.*, the sale of ophthalmic supplies (particularly glasses and parts for glasses); repair parts and services; facial measurements for glasses; or the fitting and adjustment of glasses. Each individual Defendant was enjoined from accepting any rebate or payment of part of the price paid by patients for ophthalmic supplies. All Defendants were enjoined from entering into an agreement to fix the price charged for ophthalmic supplies or attempt to control or dictate prices for such supplies and services charged by others.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- Most Defendants likely no longer exist. One of the two corporate Defendants no longer exists, and the individual Defendants likely all have passed away.
- The judgment, in part, prohibits acts that the antitrust laws already prohibit, such as fixing prices.

Public Comments: None

Case No.: Civil Action No. 49 C 1028

Case Name: United States v. Mager & Gougelman, Inc., et al.

Year Judgment Entered: 1952

Section of Judgment Retaining Jurisdiction: XII

Description of Judgment: Defendants were enjoined from entering into any agreement: fixing the prices, terms, or conditions for the sale of artificial eyes; allocating territories for the manufacture or sale of artificial eyes; excluding third parties from the market for artificial eyes or setting terms to be imposed on new entrants to the market; jointly establishing or operating offices for the sale of artificial eyes; restricting the manufacture or sale of artificial eyes; or requiring another person to sell only those artificial eyes manufactured by Defendants. The judgment terminates several agreements between the Defendants related to joint operations of branch offices and enjoins Defendants from further performance or enforcement of such contracts. The judgment similarly terminates several specified agreements between Defendant Paul Gougelman Company and certain individuals related to the prices, territories, terms, and circumstances under which each individual could manufacture, stock, or sell artificial eyes, and enjoins Defendant Paul Gougelman Company from further performance or enforcement of such contracts. The judgment also: requires Defendants to dispose of any shares of capital stock or financial interest in certain companies; requires Defendants to grant unrestricted licenses for certain patents related to the manufacture of artificial eyes; and enjoins Defendants from seeking infringement of said patents.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The judgment, in part, prohibits acts that the antitrust laws already prohibit, such as fixing prices and allocating markets.
- Market conditions have changed such that the judgment no longer protects competition or may even be anticompetitive. More specifically, advances in medical technology have changed the way in which artificial eyes are manufactured and distributed. The patents and processes that are the subject matter of this judgment are, for the most part, no longer used.

Public Comments: None

Case No.: Civil Action No. 50 C 935

Case Name: United States v. Outdoor Advertising Association of America, Inc., et al.

Year Judgment Entered: 1952

Year Judgment Modified: 1966

Section of Judgment Retaining Jurisdiction: X

Description of Judgment: The judgment related to the practice of "outdoor advertising" – i.e., the display of posters on poster panels. The judgment enjoins the Defendants (a national outdoor advertising association and local member associations) from: (1) fixing or suggesting the rate or amount of any commission paid by any plant operator (i.e., anyone who owns, maintains, or operates poster panels) to any advertising agency, or fixing or suggesting the price to be charged

by any plant operator for the display of any poster; (2) limiting or restricting any person from owning or operating any poster panel or display plant in any territory; (3) limiting or restricting any national advertiser from entering into any advertising contract directly with any plant operator or limiting or restricting any plant operator from entering into any advertising contract directly with any national advertiser; (4) limiting or restricting any plant operator from competing in the same market as any other plant operator; (5) limiting or designating the persons with whom national advertisers may do business; (6) allocating markets for the operation of poster panels or displays by any person; (7) limiting association membership to one or any particular number of plant operators in any market; (8) requiring, as a condition of membership, the payment by an applicant of any dues not legally due from and payable by such applicant; (9) adopting any plan to encourage any person to refrain from competition; (10) granting more than one association voting membership to any plant operator; (11) authorizing any officer or employee of the national association to serve at the same time as an officer or employee of two named corporations; (12) arbitrating or holding hearings in connection with any dispute between two or more members where the effect thereof would be inconsistent with the provisions in the Judgment; and (13) making or adopting any plan or regulation recognize or disapprove any national advertiser as a source of business for any plant operator.

In 1966 Section V(c) dealing with the assessment and collection of membership dues was modified.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The judgment, in part, prohibits acts that the antitrust laws already prohibit, such as fixing prices and allocating markets.

Public Comments: None

Case No.: Civil Action No. 51 C 1036

Case Name: United States v. Allied Florists Association of Illinois, et al.

Year Judgment Entered: 1953

Year Judgment Modified: 1954

Section of Judgment Retaining Jurisdiction: XII

Description of Judgment: The judgment required the dissolution of the Chicago Wholesale Cut Flowers Association. It also prohibited Defendants from: agreeing to fix prices; allocating markets; engaging in group boycotts; discriminating between wholesalers as to prices; agreeing to refuse to extend credit to any retail florist; and refusing to handle cut flowers from any grower who sold directly to retail florists. Defendant wholesalers were also enjoined from deducting remittance from growers for advertising without prior consent, and from collecting overdue

accounts from retailers on behalf of any other wholesaler. Defendant associations were ordered to treat members (and applicants) in non-discriminatory ways. Finally, the judgment prohibited an advertiser Defendant from discriminating against (or refusing to deal with) growers.

The judgment was modified in 1954 to allow growers to withdraw their consent for payments for advertising.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices, and group boycotts.

Public Comments: None

Case No.: Civil Action No. 51 C 947

Case Name: United States v. The Borden Company, et al.

Year Judgment Entered: 1953 (various Defendants); 1963 (Defendants Borden and Bowman)

Year Judgment Superseded: 1966 (Defendants covered by 1953 judgment)

Section of Judgment Retaining Jurisdiction: VIII (1953, 1963, and 1966 judgments)

Description of Judgment: In the 1953 judgment, certain Defendants were restrained from: allocating markets; collusively establishing rules for soliciting wholesale customers and public institutions; bid rigging; selling to wholesaler sellers at prices that discriminate against other sellers; selling milk in exchange for property of value; conditioning the sale of milk on purchasers committing not to purchase from other sources; refusing to sell milk to purchasers that purchase elsewhere; sharing with distributors or vendors the identity of certain of the Defendants' customers; using unions to coerce wholesalers to price in ways they may not otherwise desire to price; seeking to limit wholesale customer price advertisements; and printing unlawful resale price lists suggesting out-of-store prices for the public. When making bids to the public, sellers were required to certify that the bids were not the result of collusion.

Defendants Borden and Bowman litigated the charges. After trial and appeal to the Supreme Court, the Section 1 charges were dismissed. In 1963, Defendants Borden and Bowman entered into a judgment that prohibited price discrimination in the sale of milk to competing store customers.

In 1966, the Court superseded the 1953 judgment that had been entered with respect to the other Defendants to conform to prohibitions in the 1963 Borden/Bowman judgment.

Reasons Judgment Should Be Terminated:

- Judgments are more than ten years old.

Public Comments: None

Case No.: Civil Action No. 49 C 1364

Case Name: United States v. National City Lines, et al.

Year Judgment Entered: 1954; 1955

Section of Judgment Retaining Jurisdiction: IX (1954 judgment); the 1955 judgment does 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: Defendant National City Lines was directed to cancel, upon the entry of a judgment against Defendant suppliers Firestone Tire and Rubber Company (Firestone) and Standard Oil Company of California (Standard), certain supply contracts involving Firestone and Standard.

Defendant National City Lines was enjoined and restrained from doing, or allowing its operating companies to do, the following practices: buying operating equipment on the condition that the seller purchase stock or other financial interest in the Defendant, its operating companies, or other public transit services provider; entering into contracts or agreements that restricted or limited the Defendant or its operating companies as to areas or localities in which it may operate, changes to equipment it may make, types of transportation services it may furnish, new equipment it may purchase, or disposal of any interest in the Defendant's operating companies or acquisition of any interest in any other public transit services provider; entering into contracts or agreements with any supplier of operating equipment for financing the Defendant's, its operating companies', or other public transit services provider's operations upon or accompanied by a contract or agreement for the sale or purchase of operating equipment; and entering contracts or agreements with a supplier of operating equipment conditioned on the procurement of another supplier's equipment.

Defendant National City Lines was required to award or cause its operating companies to award, via a prescribed competitive bidding process, an agreement for petroleum products and an agreement for tires and tubes, lasting for no more than one and three years, respectively.

In 1955, Defendant Standard Oil Company of California was enjoined from enforcing three contracts, each of which would expire on April 30, 1956.

Reasons Judgment Should Be Terminated:

- Judgments are more than ten years old.

- The requirements of the judgment as to the cancellation and awarding of contracts likely have been met such that those parts of the judgment have been satisfied in full. A Memorandum of Decision of the Court in this matter dated September 19, 1955, noted that all sales and investment contracts between Defendant and Defendant suppliers had been cancelled. Moreover, a Final Judgment entered in this matter on October 31, 1955, declared as illegal, null, and void, and enjoined Standard from enforcing, three contracts involving Standard that were naturally set to expire on April 30, 1956. These three contracts appear to be the three Standard contracts referenced in this judgment.
- The two Defendants subject to the 1954 judgment (National City Lines, Inc. and Pacific City Lines, Inc.) likely no longer exist. As the judgment states, Defendant Pacific City Lines, Inc. had dissolved in 1947, and its assets and liabilities were conveyed to and assumed by Defendant National City Lines, Inc. Moreover, Defendant National City Lines, Inc. also appears to no longer exist. To the extent that the Defendants no longer exist, the related judgment serves no purpose and should be terminated.
- All requirements of the 1955 judgment have been met such that it has been satisfied in full. To the extent that each contract was set to expire on April 30, 1956, the question of the Defendant's ultimate compliance is moot.

Public Comments: None

Case No.: Civil Action Docket No. 50 C 936

Case Name: United States v. General Outdoor Advertising Co., Inc.

Year Judgment Entered: 1955

Section of Judgment Retaining Jurisdiction: IX

Description of Judgment: Defendant was required to sell or divest itself of its interests in Alabama Outdoor Advertising Co., Inc.; Central Outdoor Advertising Co., Inc.; Pittsburgh Outdoor Advertising Company; and Walker and Company. The divestiture was required within two years of the judgment or the interests were required to be transferred to a trustee authorized to make the divestiture. The judgment included certain restrictions on the conditions of such transactions and Defendant was enjoined from reacquiring such interests. Defendant also was required to report periodically to the United States their selling and divestiture efforts.

Defendant was enjoined from holding more than 30% common stock of Outdoor Advertising Incorporated as well as allowing persons to simultaneously serve in certain positions of both the Defendant and Outdoor Advertising Incorporated.

Defendant was further enjoined from the following practices: conditioning sale of its advertising space in one market upon purchase of additional advertising space in another market; placing its advertising panels in a way that reduces visibility of another company's panels; knowingly and falsely representing that a competitor's services will be unsatisfactory or inferior to the Defendant's services; urging or coercing any national advertiser to refuse to agree or breach an

agreement with a competitor; granting or offering discounts from Defendant's published rates unless offered in good faith to match competition; enforcing non-compete provisions that exceed three years; participating in general agreements not to compete; maintaining membership in any poster advertising trade association that has certain membership limitations or that discourages competition among members; acquiring assets, etc., of competitors under certain conditions without the Court's approval; and leasing unbuilt poster sites that exceed in number 12.5% of Defendant's advertising panels when such panels total 24 or more in a given location.

The judgment also incorporated provisions from paragraph 5 of the May 7, 1929, Final Decree entered in *United States v. General Outdoor Advertising Co., Inc., et al.*, Equity No. 46-50, which enjoined the Defendant from the following practices: refusing to sell advertising space to competitors with the intent of preventing competition; and requiring as a condition of accepting a contract for advertising that would utilize panels owned by Defendant and panels owned by a competitor that Defendant would sublet its portion of the contract on the competitors panels.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The divestiture requirements of the judgment had time limitations and likely have been met such that those parts of the judgment have been satisfied in full.

Public Comments: None

Case No.: Civil Action No. 55 C 1658

Case Name: United States v. Hilton Hotels Corporation, et al.

Year Judgment Entered: 1956

Section of Judgment Retaining Jurisdiction: VIII

Description of Judgment: Defendants were required to divest specific hotels located in St. Louis, Missouri, Washington, D.C., and New York City, New York "within a reasonable time after December 1, 1955." If any Defendant regained any divested hotel via lien, mortgage, deed of trust, or other form of security and prior to January 1, 1961, then the Defendant was required to divest the hotel again "within a reasonable time" not exceeding five years of the date that the hotel was regained. Defendants were required to report periodically to the Court and the United States their divesture efforts.

Defendants also were prohibited from acquiring hotels before January 1, 1961, in New York City, New York, Washington D.C., St. Louis, Missouri, and the composite area of Los Angeles and Beverly Hills, California, if the resulting total of defendant-controlled hotels in each location exceeded a certain number, unless otherwise permitted.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- All requirements of the judgment had time limitations and likely have been met such that the judgment has been satisfied in full.
- Judgment terms largely prohibit acts the antitrust laws already prohibit (merger or acquisition likely to substantially lessen competition). The Department of Justice or the Federal Trade Commission can review any future acquisition covered by the judgment that raises antitrust concerns. These agencies' ability to review transactions is facilitated by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, 15 U.S.C. § 18a, which requires companies notify the Department of Justice and the Federal Trade Commission when proposed transactions meet certain thresholds.

Public Comments: None

Case No.: Civil Action No. 55 C 1481

Case Name: United States v. American Linen Supply Company

Year Judgment Entered: 1956

Section of Judgment Retaining Jurisdiction: XIII

Description of Judgment: Defendant restrained from entering into or taking part in any combination or conspiracy to restrict or limit the territory within which paper towels or towel cabinets may be sold, and the customers which may be solicited or serviced. Defendant further enjoined and restrained from requiring the payment of restitution from any competitor for taking business from another competitor and from selling or leasing paper towel cabinets upon the condition that such purchaser purchase paper towels from Defendant.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The judgment prohibits acts that the antitrust laws already prohibit, such as allocating customers and territories.

Public Comments: None

Case No.: Civil Action No. 56 C 158

Case Name: United States v. Chicago Towel Company, et al.

Year Judgment Entered: 1956

Section of Judgment Retaining Jurisdiction: IX

Description of Judgment: Defendant restrained from entering into any agreement to allocate territories or markets for linen supplies and industrial laundry services. Defendant further restrained from entering into any agreement to allocate towel cabinet customers.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The judgment prohibits acts that the antitrust laws already prohibit, such as allocating customers and territories.

Public Comments: None

Case No.: Civil Action No. 55 C 1480

Case Name: United States v. Crown Zellerbach Corporation, et al.

Year Judgment Entered: 1956

Section of Judgment Retaining Jurisdiction: XI

Description of Judgment: Defendants were required to terminate an agreement that they entered into with each other dated January 1, 1949, and were enjoined and restrained from claiming under any further agreements with each other any rights that were contrary or inconsistent with the judgment's provisions. Defendants also were enjoined and restrained from making agreements: to allocate customers, markets, or territories related to paper towels and certain paper towel dispensers; to refuse to sell or lease paper towels and certain paper towel dispensers to any person(s); to limit or restrict each other in appointing wholesalers of paper towels and certain paper towel dispensers; to refrain from competition related to certain paper towel dispensers; to refuse to replace certain paper towel dispensers that were installed by any person(s); to prevent wholesalers from competing for each other's customers or replacing certain paper towel dispensers installed by any person(s); and to prevent Defendant Crown from selling or leasing certain paper towel dispensers to persons in the linen supply business.

Defendants were enjoined and restrained from requiring wholesalers to make restitution for taking from any person(s) paper towel and certain paper towel dispenser business; selling or leasing certain paper towel dispensers on the condition that the purchaser also buy paper towels from any defendant or other designated source; and having agreements with any person(s) that requires any third-party to purchase paper towels from any Defendant or other designated source.

Defendants were enjoined and restrained from agreements between each other not to contest the validity of each other's patents not yet issued.

Defendants were required to grant, subject to certain limitations and conditions, any applicant a nonexclusive and unrestricted license or sublicense related to patented parts used in certain paper

towel dispensers for the life of the patents. Defendants also were enjoined and restrained from disposing of any patents without conditioning such disposal upon a written commitment by the purchaser, assignee, etc. that it will assume the binding provisions of the Final Judgment as it pertains to the licensing of such patents.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The judgment prohibits acts that the antitrust laws already prohibit, such as allocating customers, territories, and markets, and engaging in group boycotts.

Public Comments: None

Case No.: Civil Action No. 56 C 419

Case Name: United States v. J.P. Seeburg Corporation, et al.

Year Judgment Entered: 1957

Section of Judgment Retaining Jurisdiction: VIII

Description of Judgment: Defendant restrained from limiting or restricting the persons to whom or territory within which a distributor may sell coin operated phonographs. Defendant further restrained from limiting the right of purchasers of such phonographs to resell them after they have been paid for in full.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- Most Defendants likely no longer exist. The twenty-five corporate Defendants appear to no longer be in business and the three individual Defendants have likely passed away.
- Market conditions have changed such that the judgment no longer protects competition. The judgment relates to the market for phonograph records for jukebox machines; to the extent that jukeboxes are still sold today, they no longer utilize phonograph records.

Public Comments: None

Case No.: Civil Action No. 51 C 859

Case Name: United States v. Magnaflux Corporation

Year Judgment Entered: 1957

Section of Judgment Retaining Jurisdiction: The judgment does not explicitly mention retention of jurisdiction, but the Court has inherent authority to modify consent decrees it has 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: Defendant directed to dedicate three patents relating to metal testing to public use, renounce its exclusive rights under another patent, and to convey another patent to a specified individual.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- All requirements of the judgment have been met such that it has been satisfied in full. The relevant provisions of the judgment extended only 45 days.
- The patents at issue are long expired.

Public Comments: None

Case No.: Civil Action No. 57 C 432

Case Name: United States v. Local No. 27 of the Brotherhood of Painters, Decorators and Paperhangers of America (Hamilton Glass Company), et al.

Year Judgment Entered: 1958

Section of Judgment Retaining Jurisdiction: VIII

Description of Judgment: Defendant labor union restrained from adopting any rule to hinder the manufacture, use, or installation of pre-glazed window products.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- Judgment prohibits acts that the antitrust laws already prohibit, such as group boycotts.

Public Comments: None

Case No.: Civil Action No. 56 C 1096

Case Name: United States v. Operative Plasterers and Cement Masons International Association of the United States and Canada, et al.

Year Judgment Entered: 1959

Section of Judgment Retaining Jurisdiction: Section VIII

Description of Judgment: Three judgments were entered on the same day, each covering one of the three Defendants: Bricklayers, Masons and Plasterers International Union of America; Operative Plasterers and Cement Masons International Association of the United States and Canada; and Plastering Development Center, Inc., formerly E-Z-ON Corporation, a manufacturer of plastering machines used in the plastering of residential, commercial, and public buildings.

All Defendants were enjoined from entering into any agreement to restrict the lease, sale, or other disposition of any plastering machines and from dictating the conditions under which such machines may be disposed of by any manufacturer.

The union Defendants were also prohibited from allowing any affiliated local union to enter into any agreement with a contractor that had the effect of precluding that contractor from declining plastering machines from a manufacturer who supplies non-union contractors.

Defendant Plastering Development Center, Inc. was also enjoined from requiring its customers to operate its plastering machines in compliance with the working rules of any labor union.

Reasons Judgment Should Be Terminated:

- Judgments are more than ten years old.
- Market conditions likely have changed such that the judgments no longer protect competition. The plastering industry has diminished substantially since the judgments were entered, due to the predominant use of dry wall or sheet rock.

Public Comments: None

Case No.: Civil Action No. 60-C-1897

Case Name: United States v. Maremont Automotive Products, Inc., et al.

Year Judgment Entered: 1960

Year Judgment Modified: 1963

Section of Judgment Retaining Jurisdiction: VIII (Maremont judgment), VI (Saco-Lowell judgment)

Description of Judgment: Defendant Maremont Automotive Products Inc. ("Maremont") planned to acquire Defendant Saco-Lowell Shops ("Saco-Lowell"), both of which sold automotive exhaust system parts for the replacement market. Two judgments, one for each Defendant, were entered on the same date.

Defendant Saco-Lowell was enjoined from disposing of its automotive muffler business or its assets relating to automotive muffler manufacturing, without giving the United States 60 days' prior notice; breaching its agreement with Nu-Era, an automotive exhaust system parts distributor; making unreasonable demands in negotiating pricing under its contract with Nu-Era; and giving Nu-Era notice of termination of its contract based on price without prior reasonable notice to the United States.

Defendant Maremont was required to divest all assets owned by Defendant Saco-Lowell used in or relating to the manufacture of automotive mufflers to a company other than the four other leading producers of automotive exhaust system parts. Defendant Maremont was unable to divest the assets as required within 18 months and on January 3, 1963, exercising its equitable power, the Court modified the judgment and declared the divestiture provision null and void.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- All requirements of the judgment have been met such that it has been satisfied in full. The provisions of this judgment were time-limited and have expired or been nullified by the court. Additionally, the requirement of notifying the Department of Justice prior to selling assets has been replaced by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, 15 U.S.C. § 18a, which requires companies notify the Department of Justice and the Federal Trade Commission when proposed transactions meet certain thresholds so that those agencies can review any transaction to determine if that transaction raises antitrust concerns before the transaction is consummated.

Public Comments: None

Case No.: 62 C 1453

Case Name: United States v. Parents Magazine Enterprises, Inc., et al.

Year Judgment Entered: 1963

Section of Judgment Retaining Jurisdiction: IV

Description of Judgment: Defendant Parents Magazine Enterprises, Inc. ("Parents") was enjoined from acquiring any stock of assets of Defendant A. C. McClurg & Co. ("McClurg") for five years, except to purchase commodities in the normal course of business or specific property items valued at $10,000 or less. For ten years following expiration of the five-year period, Defendant Parents required to give the United States ninety days prior written notice of any plan to acquire Defendant McClurg stock or assets, with complete details of the transaction terms. Finally, the court dissolved the preliminary injunction first entered in August 1962, then continued in November 1962.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- All requirements of the judgment have been met such that it has been satisfied in full. The provisions of this decree have expired by their own terms. Additionally, the Hart-Scott-Rodino Antitrust Improvements Act of 1976, 15 U.S.C. § 18a, requires companies notify the Department of Justice and the Federal Trade Commission when proposed transactions meet certain thresholds so that those agencies can review any transaction to determine if that transaction raises antitrust concerns before the transaction is consummated.

Public Comments: None

Case No.: Civil Action No. 63 C 1100

Case Name: United States v. Sperry Rand Corporation, et al.

Year Judgment Entered: 1965

Section of Judgment Retaining Jurisdiction: VII

Description of Judgment: Defendants, four library shelving and equipment firms, were enjoined and restrained from combining or conspiring to: eliminate competition, allocate territories or markets, fix prices, rig bids, refrain from competing, or exchange price information with respect to library shelving and related furniture. Defendants were also enjoined from exchanging price information with other manufacturers except under certain limited circumstances, and from urging other manufacturers or sellers of library shelving or related furniture to refrain from bidding, competing with Defendants in the sale of such products, or selling.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices, allocating markets, and rigging bids.

Public Comments: None

Case No.: No. 63 C 2025

Case Name: United States v. Chicago Title and Trust Company, et al.

Year Judgment Entered: 1966

Section of Judgment Retaining Jurisdiction: X

Description of Judgment: Defendant Chicago Title and Trust Company was required to divest all stock in three title insurance companies and the title plants of two other abstract companies within 18 months. In addition, for a period of ten years from the date of the judgment, Defendant Chicago Title and Trust Company was enjoined and restrained from, among other things, acquiring directly or indirectly, whether by way of acquisition of assets or capital stock, any title insurance company which at the time of acquisition is qualified and engaged in the title insurance business in specified states.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- All requirements of the Final Judgement have been met such that it has been satisfied in full. All provisions of the judgment expired in 1976. Any new acquisitions would be subject to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, 15 U.S.C. § 18a, which requires companies notify the Department of Justice and the Federal Trade Commission when proposed transactions meet certain thresholds.

Public Comments: None.

Case No.: Civil Action No. 66 C 1652

Case Name: United States v. Chicago Linen Supply Association, et. al.

Year Judgment Entered: 1967 (various Defendants); 1968 (Defendant Steiner American Corporation)

Section of Judgment Retaining Jurisdiction: VIII (1967 judgment), VII (1968 judgment)

Description of Judgment: In the 1967 judgment, Defendants enjoined and restrained from directly or indirectly entering into, adhering to, enforcing, or claiming any rights under any agreement, understanding, plan, or program with any other linen supplier or with any central agency or association of or for linen suppliers to fix prices or allocate markets. Defendants also ordered to wind up the affairs and to terminate the existence of the Defendant Association.

In 1968, the remaining Defendant, Steiner American Corporation, entered into a judgment with the same substantive requirements.

Reasons Judgment Should Be Terminated:

- Judgments are more than ten years old.
- The judgments prohibit acts that the antitrust laws already prohibit, such as fixing prices and allocating markets.
- The requirement of the judgments that the association be dissolved has likely been satisfied in full.

Public Comments: None

Case No.: Civil No. 67-C-1621

Case Name: United States v. Peabody Coal Company, et al.

Year Judgment Entered: 1967

Years Judgment Modified: 1969 and 1970 to extend the time to comply with the divestiture requirements of the judgment.

Section of Judgment Retaining Jurisdiction: X

Description of Judgment: Defendant Peabody Coal Company, a producer and seller of bituminous coal, was enjoined and restrained from, among other things, acquiring, except upon approval of the United States, any part of the stock of, or any financial or managerial interest in, any operating coal company, or any coal mine located in the State of Illinois, western Indiana, western Kentucky, western Tennessee, eastern Missouri, eastern Iowa, southwestern and central Wisconsin, or southeastern Minnesota, for a period of ten years.

In addition, Defendant Peabody Coal Company was enjoined and restrained from acquiring more than five million tons of coal reserves from any operating coal company or companies except upon prior approval of the United States for a period of five years from the date of entry of the judgment.

Defendant Peabody Coal Company was also ordered and directed to organize a separate, viable operating coal business either as a subsidiary corporation or as a separate division, within six months after the entry of the judgment, and further ordered to divest itself, absolutely and in good faith, of said coal business and any financial or managerial interest therein, within two years after the date of the judgment. That divestiture was made in 1970.

Defendant Peabody Coal Company was also enjoined from sharing a director with another operating coal company.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- All requirements of the judgement have been met such that it has been satisfied in full. The required divesture was made and, with one exception, the time limits for the other requirements of the judgment have expired.
- The only requirement that was not time-limited was the prohibition from sharing a director with another operating coal company. To the extent that sharing directors is a competitive concern, that conduct could be addressed in a new investigation.

- Defendant Sentry Royalty Company no longer exists. To the extent that Defendants no longer exist, the related judgment serves no purpose and should be terminated.

Public Comments: None

Case Nos.: Civil Action Nos. 67 C 612 to 67 C 629

Case Names: United States v. Harper & Row, Publishers Inc. (67 C 612)
United States v. The Bobbs-Merrill Company, Inc. (67 C 613)
United States v. Childrens Press, Inc. (67 C 614)
United States v. Thomas Y. Crowell Company (67 C 615)
United States v. Dodd, Mead & Company, Inc. (67 C 616)
United States v. E. P. Dutton & Company, Inc. (67 C 617)
United States v. Golden Press, Inc. (67 C 618)
United States v. Grosset & Dunlap, Inc. (67 C 619)
United States v. Holt, Rinehart and Winston, Inc. (67 C 620)
United States v. Little, Brown & Company, Inc. (67 C 621)
United States v. The Macmilan Company (67 C 622)
United States v. William Morrow & Company, Inc. (67 C 623)
United States v. G. P. Putnam's Sons (67 C 624)
United States v. Random House, Inc. (67 C 625)
United States v. Charles Scribner's Sons (67 C 626)
United States v. The Viking Press, Inc. (67 C 627)
United States v. Henry Z. Walck, Inc. (67 C 628)
United States v. Franklin Watts, Inc. (67 C 629)

Year Judgments Entered: 1967

Section of Judgment Retaining Jurisdiction: XI

Description of Judgment: Eighteen book publishers were charged, each in a separate case, with fixing the resale prices of books. The judgment prohibited that conduct. The judgment in each case is essentially identical, with the exception of the name and state of incorporation of the defendant, and the date on which the prohibitions on publishing "net prices" or price catalogues and lists begins. Those dates varied from November 30, 1967 to October 31, 1968.

Reasons Judgment Should Be Terminated:

- Judgment are more than ten years old.
- All requirements of the judgments have been met such that it has been satisfied in full. The mandatory notice provisions were time-limited and expired after 5 years.
- Market conditions likely have changed. The judgments prohibit vertical price fixing which is no longer a per se violation of the antitrust laws. *See Leegin Creative Leather Prod., Inc. v. PSKS, Inc.*, 551 U.S. 877, 907 (2007). Vertical restraints today are instead

judged under the rule of reason because of the myriad procompetitive benefits that such restraints can have.

Public Comments: None

Case No.: Civil Action No. 68 C 549

Case Name: United States v. Wilson Sporting Goods Company, et al.

Year Judgment Entered: 1968

Section of Judgment Retaining Jurisdiction: VIII

Description of Judgment: Defendant Wilson enjoined for a period of five years from the date of entry of the judgment from acquiring the stock, assets, properties, or businesses, or any part thereof, or merging with, any manufacturer of gymnastic equipment in the United States except upon sixty days prior written notice to the United States, informing the United States as to the relevant facts of such proposed transaction.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- All requirements of the judgment have been met such that it has been satisfied in full. The five year prohibition has long since expired.
- Judgment terms largely prohibit acts the antitrust laws already prohibit (merger or acquisition likely to substantially lessen competition). The Hart-Scott-Rodino Antitrust Improvements Act of 1976, 15 U.S.C. § 18a, requires companies notify the Department of Justice and the Federal Trade Commission when proposed transactions meet certain thresholds, which enables those agencies to review any future acquisitions covered by the judgment that raise antitrust concerns.

Public Comments: None

Case No.: Civil Action No. 68 C 48

Case Name: United States v. Gannett Company, Inc., et al.

Year Judgment Entered: 1969

Section of Judgment Retaining Jurisdiction: VIII

Description of Judgment: Defendant Gannett, the owner of the dominate television station in Rockford, Illinois, was required to divest either the Rockford area newspapers it had recently

acquired or its television station. The newspapers were divested and Gannett has since sold the television station.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- All requirements of the judgment have been met such that it has been satisfied in full.
- Market conditions likely have changed such that the judgment no longer protects competition. Defendant Gannett no longer owns newspapers or television stations in the Rockford area.

Public Comments: None

Case No.: Civil Action No. 66 C 1253

Case Name: United States v. The College of American Pathologists

Year Judgment Entered: 1969

Section of Judgment Retaining Jurisdiction: X

Description of Judgment: The Defendant was enjoined and restrained from, among other things: directly or indirectly restricting, or preventing, or attempting to restrict or prevent any person from organizing, owning or operating any laboratory; boycotting or otherwise refusing to do business with or imposing any sanction or penalty upon any person because such person does business or associates or affiliates with or is employed by any laboratory; requiring or suggesting that the fee schedules of any laboratory in a given locality; preventing or restricting any laboratory from establishing or adhering to its own independently established price or prices for any laboratory service rendered by it.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices or engaging in group boycotts.

Public Comments: None

Case No.: Civil Action No. 66 C 627

Case Name: United States v. Minnesota Mining & Manufacturing Company

Year Judgment Entered: 1969

Year Judgment Modified: 1969 (modified with additional documentation on same date as judgment)

Section of Judgment Retaining Jurisdiction: X

Description of Judgment: Defendant prohibited from agreeing with actual or potential competitors in three industries (pressure-sensitive tape, magnetic recording media, and aluminum presensitized lithographic plates) to allocate territories, customers or markets or to establish price terms for the manufacture, use or sale of the products, other than purchase or sale transactions between competitors in the normal course of business.

Defendant was also enjoined from claiming any infringement of its existing patents for pressure-sensitive tape and from enforcing any rights under any term or provisions of any contract between or among actual or potential competitors. For a period of ten years Defendant was enjoined from suing or threatening to sue for alleged infringement and from acquiring from any other person any United States patent or any exclusive rights under any such patent relating to tape. Defendant was ordered to furnish technical information relating to the pressure-sensitive tape to any eligible applicant and to grant each person making written application an unrestricted, nonexclusive license to make or use any or all of the Defendant's patents.

For a period of five years Defendant was enjoined from acquiring the stock or assets of companies involved in the manufacture, distribution, or sale of pressure-sensitive tape, magnetic recording media, or aluminum presensitized lithographic plates.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- Many of the requirements of the judgment have been met such that it has been satisfied in full. The time periods have expired and the patents at issue have long since expired.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices and allocating markets.

Public Comments: None

Case No.: Civil Action No. 71 C 1167

Case Name: U.S. v. Tandy Corporation et al.

Year Judgment Entered: 1972

Year Judgment Modified: 1974

Section of Judgment Retaining Jurisdiction: VIII

Description of Judgment: Defendant Tandy required to divest 36 stores of the acquired company, Defendant Allied Radio Corp., within two years. Defendant Tandy enjoined and restrained for a period of five years from acquiring within the continental United States any like electronics specialty stores or re-acquiring any of the divested stores.

In 1974, the judgment was modified with respect to the number of stores required to be divested.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- All requirements of the judgment have been met such that it has been satisfied in full. The required divestiture was completed and the five-year period prohibiting future acquisitions of electronic specialty stores or previously divested store ended over 40 years ago.

Public Comments: None

Case No.: Civil No. 69 C 1530

Case Name: U.S. v. Fisons Limited, et al.

Year Judgment Entered: 1972

Section of Judgment Retaining Jurisdiction: VIII

Description of Judgment: Defendant Colgate was enjoined and restrained from directly or indirectly in any manner entering into, adhering to, or enforcing any contract, agreement, arrangement, understanding, or plan which contains resale restrictions regarding iron dextran. Defendant Colgate was ordered and directed to comply with various mandatory licensing, sublicensing, royalty, inspection and compliance stipulations, generally for a period of five years. Defendant Colgate was further enjoined and restrained from taking or accepting any license or right or accepting any technical assistance or information upon any term or condition or with any restriction which would prevent or limit it from complying with any of the provisions of this judgment, or with its power or control to do so; and from making any sale or other disposition of any patent, right, or license, or any sale or other disposition of technical assistance or information, that limits, restricts or deprives it of the power or control to comply with such provisions of this judgment.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- All requirements of the judgment have been met such that it has been satisfied in full. On March 28, 1975, the District Court for the Northern District of Illinois decided the case should be dismissed as moot.

Public Comments: None

Case No.: Civil Action No. 68 C 76

Case Name: United States v. Topco Associates, Inc.

Year Judgment Entered: 1972

Year Judgment Modified: 1973

Section of Judgment Retaining Jurisdiction: IX

Description of Judgment: The United States District Court for the Northern District of Illinois originally entered judgment for Defendant Topco, but the United States appealed directly to the Supreme Court. The Supreme Court remanded the case for entry of a judgment consistent its opinion, 405 U.S. 596 (1972). The district court thereafter entered the judgment.

The Defendant was ordered and directed to amend its bylaws, membership and licensing agreements, resolutions, and rules and regulations to eliminate therefrom any provision which in any way limits or restricts the territories within which, or the persons to whom, any member firm may sell Topco-brand products. The Defendant was enjoined and restrained from adopting any bylaw, resolution, rule or regulation and from maintaining, adhering to, entering into or enforcing any contract, agreement, arrangement, understanding, plan or program in which it limits or restricts the territories within which, or the persons to whom, any member firm may sell products procured from or through Defendant.

In 1973, the Court modified the judgment to clarify the scope of the restrictions on the Defendant's intra-brand business and sales activities.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The judgment prohibits acts that the antitrust laws already prohibit, such as allocating markets.

Public Comments: None

Case No.: Civil Action No. 72 C 1602

Case Name: United States v. Technical Tape, Inc. et al.

Year Judgment Entered: 1973

Section of Judgment Retaining Jurisdiction: XIII

Description of Judgment: Defendant Technical Tape, Inc. was ordered and directed to divest Nachman Corporation, and was restrained from acquiring or retaining any financial interest in Nachman Corporation or any person having a financial interest in Nachman Corporation. The Defendants were jointly and severally enjoined for a period of five years from the date of entry of the judgment from acquiring all or any part of the stock or assets, other than goods or services in the normal course of business, of any person engaged in the manufacture, distribution or sale of innersprings or box springs except upon sixty days prior written notice to the United States and full disclosure of the facts with respect to each proposed acquisition.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- All requirements of the judgment have been met such that it has been satisfied in full. The assets required to be divested were acquired by a third party. In addition, the judgment contained a five-year prohibition on acquiring additional assets or stock in the product market, which has long expired.
- The Defendants no longer exist. With the passage of time, the company has gone out of existence and many individual Defendants likely have passed away or retired. To the extent that Defendants no longer exist, the related judgment serves no purpose and should be terminated.

Public Comments: None

Case No.: Civil Action No. 73 C 1016

Case Name: U.S. v. Ampress Brick Company, Inc. et al.

Year Judgment Entered: 1974

Section of Judgment Retaining Jurisdiction: X

Description of Judgment: Defendants were enjoined and restrained, individually and collectively, from entering into, adhering to, participating in, maintaining, furthering, enforcing or claiming, either directly or indirectly, any rights under any contract, agreement, understanding, arrangement, plan or program with any other person, to: fix, maintain, establish, determine, stabilize or adhere to prices, discounts or other terms or conditions at which concrete block is sold, or is to be sold, to any third person; or allocate or divide customers, territories or markets relating to the sale of concrete block.

Defendants were enjoined and restrained from communicating to or exchanging with any other person selling concrete block any information concerning any actual or proposed prices, discounts, markups or other terms or conditions at which concrete block is to be, or has been, sold to any third person, prior to communication of such information to the public or to non-defendant customers generally.

Defendants were enjoined and restrained from joining, belonging to or participating in any activities of any trade association, organization or industry group with knowledge that the activities or objectives of any such trade association, organization or industry group are inconsistent with any of the terms of this judgment.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The requirement of the judgment that annual reports be submitted to the Division expired in 1984.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices and allocating markets.

Public Comments: None

Case No.: Civil Action No. 71 C 2875

Case Name: United States v. Board of Trade of the City of Chicago, Inc.

Year Judgment Entered: 1974

Section of Judgment Retaining Jurisdiction: XI

Description of Judgment: Defendant was enjoined and restrained from, directly or indirectly fixing, establishing, determining, recommending, suggesting or adhering to, any non-member commission rate on that portion of each commodity transaction exceeding a designated number of contracts. The judgment delineated a schedule of dates and the designated number of contracts. The judgment also permanently enjoined and restrained Defendant from directly or indirectly fixing, establishing, determining, recommending, suggesting, or adhering to any member or non-member commission rate or floor brokerage rate for commodity transactions on the Board, or from taking any other action restricting, directly or indirectly, the right of any member or of any non-member broker to agree with his customer on any commission or fee on any commodity transaction, from and after March 4, 1978. In addition, for a period of ten years from the date of the judgment, Defendant was ordered to file an annual report setting forth the steps it had taken during the prior year to advise its appropriate officers, directors, agents and employees of their obligations under the judgment.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- Some provisions of the judgment have expired.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices.

Public Comments: None

Case No.: Civil Action No. 72 C 2484

Case Name: United States v. Gonnella Baking Company, et al.

Year Judgment Entered: 1974

Section of Judgment Retaining Jurisdiction: X

Description of Judgment: Defendants, two Chicago-area bakers of Italian, French, and Vienna bread, were prohibited from fixing prices, allocating customers or territories, or employing certain non-price vertical and horizontal restraints, including using threats or coercion to prevent any person from discontinuing the purchase of bread, or to prevent any person from soliciting any customer of another person engaged in the baking or sale of bread.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- All requirements of the judgment have been met such that it has been satisfied in full. The requirement that Defendants file annual reports has expired.
- The judgment prohibits acts that the antitrust laws already prohibit, such as fixing prices or allocating markets.

Public Comments: None

Case No.: Civil Action No. 76 C 1860

Case Name: United States v. Lake County Contractors Association, Inc., et al.

Year Judgment Entered: 1977

Section of Judgment Retaining Jurisdiction: VIII

Description of Judgment: Defendants, associations of commercial construction contractors in Lake County, Illinois were prohibited from sponsoring a "bid support agreement." Under such an arrangement, all members of the association who bid on construction projects in Lake County agreed that the successful bidder would pay the association a fee, one-half of which would be retained by the association and the other half of which would be distributed among the unsuccessful bidders.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.

- All requirements of the judgment have been met such that it has been satisfied in full. Defendants eliminated from their by-laws all provisions relating to the bid support agreement. All reporting requirements were time-limited and have expired.

Public Comments: None

Case No.: Civil Action No. 77 C 501

Case Name: United States v. Illinois Podiatry Society, Inc.

Year Judgment Entered: 1977

Section of Judgment Retaining Jurisdiction: VIII

Description of Judgment: Defendants barred from using relative value studies or guides in settling fee disputes between podiatrists and their patients, between podiatrists and insurers, or between podiatrists and governmental reimbursement agencies; or from suggesting that any of its members use such studies or guides.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- All requirements of the judgment have been met such that it has been satisfied in full.

Public Comments: None

Case No.: Civil Action No. 79-C-3626

Case Name: United States v. Martin Marietta Corporation, et al.

Year Judgment Entered: 1979

Section of Judgment Retaining Jurisdiction: Section IX

Description of Judgment: Defendants ordered and directed to divest within 12 months of the date of the judgement. Divestiture was to be made to a person or persons approved by the United States or, failing such approval, by the Court.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- While it is unclear if the divestiture was made, given the amount of time that has passed, the judgment is likely now unenforceable. However, the Department of Justice or the Federal Trade Commission can review any new acquisitions that raise antitrust concerns.

These agencies' ability to review transactions is facilitated by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, 15 U.S.C. § 18a, which requires companies notify the Department of Justice and the Federal Trade Commission when proposed transactions meet certain thresholds.

Public Comments: None

Case No.: Civil Action No. 79 C 3550

Case Name: United States v. Beneficial Corporation, et al.

Year Judgment Entered: 1979

Section of Judgment Retaining Jurisdiction: X

Description of Judgment: Defendant Beneficial ordered and directed to divest its Southwestern offices identified in the judgment within six months of the date of the judgement and not reacquire any offices sold. If any offices are reacquired, they shall be divested within a year of such reacquisition in accordance with judgement.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- All requirements of the judgment likely have been met such that it has been satisfied in full. Additionally, the Hart-Scott-Rodino Antitrust Improvements Act of 1976, 15 U.S.C. § 18a, which requires companies notify the Department of Justice and the Federal Trade Commission when proposed transactions meet certain thresholds, enables those agencies to review any future acquisitions covered by the judgment that raise antitrust concerns.

Public Comments: None

Case No.: Civil Action No. 79 C 3551

Case Name: United States v. Beneficial Corporation, et al.

Year Judgment Entered: 1979

Section of Judgment Retaining Jurisdiction: X

Description of Judgment: Defendant Beneficial ordered and directed to divest its Capital offices identified in the judgment within six months of the date of the judgement and not reacquire any offices sold. If any offices are reacquired, they shall be divested within a year of such reacquisition in accordance with judgement.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- All requirements of the judgment likely have been met such that it has been satisfied in full. Additionally, the Hart-Scott-Rodino Antitrust Improvements Act of 1976, 15 U.S.C. § 18a, which requires companies notify the Department of Justice and the Federal Trade Commission when proposed transactions meet certain thresholds, enables those agencies to review any future acquisitions covered by the judgment that raise antitrust concerns.

Public Comments: None

Case No.: Civil Action No. 79 C 80

Case Name: United States v. Household Finance Corporation, et al.

Year Judgment Entered: 1980

Section of Judgment Retaining Jurisdiction: Section VIII

Description of Judgment: Defendant was permanently enjoined from acquiring any shares of stock or other financial interest in American Investment Co. (AIC) directly or indirectly. Defendant was ordered and directed to divest shares of stock in AIC which it currently owned or controlled within 180 days from date of entry of judgement, and was directed not to exercise the right to vote said stock during divestiture period.

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- All requirements of the judgment likely have been met such that it has been satisfied in full. Additionally, the Hart-Scott-Rodino Antitrust Improvements Act of 1976, 15 U.S.C. § 18a, which requires companies notify the Department of Justice and the Federal Trade Commission when proposed transactions meet certain thresholds, enables those agencies to review any future acquisitions covered by the judgment that raise antitrust concerns.

Public Comments: None

Case No.: Civil Action No. 79-C-1144

Case Name: United States v. Emerson Electric Co., et al.

Year Judgment Entered: 1980

Section of Judgment Retaining Jurisdiction: VII

Description of Judgment: Defendant Emerson Electric Co. was required to transfer Ridge Portable Electric Tool assets to Allegretti & Company in accordance with the terms of the agreement. Defendant Emerson Electric Co. was enjoined and restrained from acquiring within the United States, directly or indirectly, for a period of ten years from the date of entry of the judgement, any of the business or assets of, or more than one percent of the equity interest in, any manufacture of portable electric tools or gasoline powered chain saws.

Defendant Skil Corporation required to relinquish the non-exclusive license to U.S. Patent No. 4,121,339 granted to it by National Union Electric Co

Reasons Judgment Should Be Terminated:

- Judgment is more than ten years old.
- The patents at issue have expired.

Public Comments: None
