

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,)	
)	
Plaintiff)	CIVIL ACTION
)	NO. 4029
v.)	
)	FILED APRIL 18, 1950
WOMEN'S SPORTSWEAR MANUFACTURERS)	
ASSOCIATION, ET AL.,)	
)	
Defendants)	

FINAL DECREE

This cause having come on for hearing before this Court and having been determined by a decree dismissing the complaint, entered on December 10, 1947, from which the plaintiff appealed to the Supreme Court of the United States which has reversed the decree of this Court and issued its mandate filed herein on May 19, 1949 remanding the cause and directing the entry of a decree in conformity with its opinion and mandate:

NOW, THEREFORE, upon motion of the plaintiff it is ORDERED, ADJUDGED, and DECREED as follows:

1. That the aforesaid decree of this Court entered on December 10, 1947 is in all respects set aside and reversed.
2. That through the concerted imposition by the defendants of the contract of October 17, 1944, upon the twenty-one jobber signatories thereof, the defendants have combined and conspired in restraint of interstate commerce in women's sportswear in violation of Section 1 of the Sherman Act. (Act of July 2, 1890, c. 647, 26 Stat. 209; 15 U.S.C. §1.)

3. That the contract entered into on October 17, 1944 between the defendant Women's Sportswear Manufacturers Association and the twenty-one jobber signatories, copy of which is incorporated in the complaint herein, is a contract in restraint of interstate commerce in women's sportswear, in violation of Section 1 of the Sherman Act. (Act of July 2, 1890, c. 647, 26 Stat. 209; 15 U.S.C. §1.)
4. That the said contract of October 17, 1944 between the defendant Women's Sportswear Manufacturers Association and the twenty-one jobber signatories is hereby cancelled and nullified and declared to be of no further force and effect; that the defendant Women's Sportswear Manufacturers Association and the defendant members of such association together with all their officers, directors, employees, agents, and representatives and all persons, associations or corporations acting on their behalf are perpetually enjoined from carrying out, acting under, or enforcing the said contract, and are perpetually enjoined from entering into, carrying out, acting under, or enforcing any contract containing any provision having the import or effect of:
 - (A) securing to the defendants or any of them the exclusive right to service the stitching requirements of any manufacturer or jobber.
 - (B) fixing or maintaining the prices to be paid the defendants for the stitching of women's sportswear.
5. That the defendants and their committees, officers, directors, agents, employees, representatives, and all persons, associations, or corporations acting on behalf

of them, or any of them, are perpetually enjoined from engaging in any concerted plan of action having as its purpose the securing to defendants, or any of them, their successors, transferees, or assignees the exclusive right to service stitching requirements of any manufacturer or jobber engaged in the manufacture and sale in interstate commerce of women's sportswear, or to impose any compulsory method of allocating among the defendants the stitching requirements of such jobbers and manufacturers, or to maintain or fix the prices to be paid the defendants for the stitching of women's sportswear.

/s/ William T. McCarthy
United States District Judge

4/18/50