

October 15, 1914, (15 U.S.C. § 18), as amended, commonly known as the Clayton Act. Entry of this Final Judgment is in the public interest.

II

As used in this Final Judgment:

(A) "Gillette" means the defendant, The Gillette Company and its subsidiaries but, except as otherwise expressly provided, does not include Braun or subsidiaries of Braun.

(B) "Braun" means Braun Aktiengesellschaft, a corporation organized and existing under the laws of the West German Republic, and its subsidiaries and successors in interest.

(C) "New Company" means the corporation formed as ordered in paragraph IV hereof and its successors, including any buyer of its stock, business or assets pursuant to paragraph V hereof.

(D) "Sale of New Company" means the sale of all of the stock of New Company (and any indebtedness of New Company to Gillette or Braun) or all of the business and assets of New Company as hereinafter required by paragraph V hereof.

(E) "Buyer" means any one or more persons acquiring the stock or assets of New Company, approved by plaintiff or this Court if plaintiff fails so to approve after notice to plaintiff and opportunity to be heard.

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

III

The provisions of this Final Judgment shall apply to Gillette, to Braun, and to New Company until sold pursuant to Section V of this Final Judgment, their respective successors and assigns and to each of their respective officers, directors, agents and employees and all other persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise. Any person not a defendant herein who acquires by purchase, grant, exchange or otherwise any stock or assets of New Company pursuant to this Final Judgment shall not by such acquisition be considered to be a successor bound by this Final Judgment.

IV

Defendant Gillette is ordered and directed to do as follows:

(A) Not later than 120 days after the date of this Final Judgment, Gillette shall cause a new corporation to be established in the United States (hereinafter referred to as "New Company") to carry on the electric shaver business (or potential electric shaver business) of Braun as hereinafter set forth. In order to constitute New Company a fully operative, viable, going business in the electric shaver market in the United States, within the period of not more than two years after the date New Company is required to be established as a corporation in the United States pursuant to the above

provisions of this Final Judgment, Gillette is directed to cause New Company to make an entry into the electric shaver market in the United States by distributing electric shavers manufactured by Braun and to do or cause Braun to do as follows:

(1) Transfer to New Company or cause New Company to hire personnel to enable New Company, with the services and investment to be furnished under subparagraphs IV(A)(2), (3) and (4), to operate as a fully operative, viable, going business. Such personnel may include persons employed by Braun or by Gillette. Gillette will use its best efforts to cause personnel employed by New Company to continue with New Company after the date of Sale, but shall not be obligated to require any person to accept employment with New Company or the Buyer if he shall be unwilling to do so, and, if requested by the Buyer, Gillette shall cause management personnel services to be furnished, for a period of up to eighteen months after the date of Sale, to New Company at cost, determined in accordance with generally accepted accounting principles. For six (6) years following the formation of New Company, defendant is enjoined and restrained from employing or offering to employ any of such transferred personnel in the manufacture or distribution of electric shavers or safety razors and blades, except with the prior consent of plaintiff or this Court if plaintiff fails so to consent.

(2) Cause New Company to retain legal counsel and a certified public accountant not otherwise associated with Gillette or Braun, thereby to make available to New Company in connection with operations under this Final Judgment, including the compliance by Gillette and Braun with the provisions of this Final Judgment, legal and public accounting services independent of those being otherwise furnished to Gillette and Braun. Nothing in this paragraph shall preclude New Company from obtaining, at its option, any other independent consulting services.

(3) Furnish at cost, determined in accordance with generally accepted accounting principles, to New Company pursuant to contracts, leases or other agreements with New Company until the date of Sale of New Company, and, if requested by the Buyer, continuing for three years after the Sale of New Company, such market research, marketing and distribution consulting services, and such supplementary accounting, billing, data processing and other administrative services (including computer time) and such leased facilities for headquarters and warehousing and service and repair in the United States as New Company may reasonably request. Any of such services or facilities may be provided by Gillette or Braun, and in each case such services or facilities shall be furnished without Gillette or Braun knowingly retaining any information, after

Sale of New Company, which has resulted from the furnishing of such services or facilities to New Company.

(4) In order to enable New Company to meet the requirements of paragraph IV(A), and to enable New Company to be a fully operative, viable, going business:

(a) cause investments to be made in cash for the capital stock of New Company of not less than the following amounts for each of the first three twelve month periods following the date of this Final Judgment:

<u>First Twelve Months</u>	<u>Second Twelve Months</u>	<u>Third Twelve Months</u>
\$835,000	\$835,000	\$830,000

for a total investment in the capital stock of New Company through the third twelve month period of \$2,500,000;

(b) cause New Company to reinvest all earnings and to pay no dividends;

(c) cause New Company not to be insolvent for each of the five years following the date of this Final Judgment, solvency to be measured by total assets in excess of total liabilities (but excluding from liabilities all capital stock, retained earnings, and any debt of New Company in respect of loans or guarantees from Gillette or Braun);

(d) cause Braun to supply on an exclusive basis in the United States New Company's requirements of electric shavers and repair parts for servicing the electric shavers from the date of this Final Judgment until the date of Sale of New Company at a product cost to New Company no less favorable than the lowest price for such electric shavers (determined on the basis of F.O.B. Braun Germany) offered by Braun to any of its subsidiaries on the same functional level as New Company (except upon the consent of plaintiff or this Court if plaintiff fails so to consent after notice to plaintiff and opportunity to be heard); and

(e) Agree that neither Gillette nor Braun shall, unless approved by this Court, purchase from New Company, prior to the date of Sale of New Company, any electric shavers supplied by Braun to New Company pursuant to subparagraph IV(A)(4)(d) of this Final Judgment, except for purchases by Braun of return goods or excess inventory of models and purchases by Braun for resale in markets other than the United States, provided, however, that except as required by subparagraph IV(A)(4)(c), nothing herein shall require Gillette to cause New Company to incur debt for borrowed money,

and provided further that each of the obligations set forth in this paragraph IV(A)(4) shall terminate at the date of any earlier divestiture pursuant to paragraph V.

(5) Grant to New Company prior to the date of Sale assignments of all United States patents pertaining to electric shavers wholly owned by Braun on the date of this Final Judgment and patents issued on applications owned by Braun on that date, including without limitation those listed in Appendix I hereto (subject to the nonexclusive rights of Ronson Corporation to the extent provided in the Ronson-Braun Termination Agreement dated as of June 12, 1974), and except that all United States patents and patent applications listed in Appendix I; ownership of which is joint, will be exclusively licensed by Braun to New Company for the life of the patents.

(6) Grant to New Company as of the date of Sale assignments of all United States patents pertaining to electric shavers, not specified in paragraph IV(A)(5), wholly owned by Braun on the date of Sale of New Company, provided that all United States patents, ownership of which is joint, will be exclusively licensed by Braun to New Company for the life of the patents; provided further that if Braun becomes independent of Gillette: Braun shall be entitled to nonexclusive licenses at a reasonable royalty for the life of said assigned

patents, and the exclusive licenses granted on patents jointly owned shall be subject to Braun's rights to produce and sell thereunder.

(7) Grant to New Company nonexclusive, royalty-free licenses for the life of the patent on all United States patent applications pertaining to electric shavers, not specified in paragraph IV(A)(5), wholly owned by Braun and pending on the date of Sale of New Company.

(8) Agree to make available without cost to New Company, upon notice that New Company has decided to produce electric shavers in the United States, for use in its electric shaver manufacturing operations in the United States, electric shaver technical information and manufacturing know-how of Braun (to the extent of Braun's full interest therein), including design and engineering data and specifications, existing on the date of Sale of New Company, said use to be nonexclusive, and, upon reasonable request by New Company in connection with the transmission to New Company of such information and know-how, whether or not theretofore in writing, to make available to New Company at cost, determined in accordance with generally accepted accounting principles, qualified Braun technical personnel.

(9) Agree that it will, upon request by the Buyer at the date of Sale of New Company, enter into a supply contract with New Company pursuant to which Braun will

supply for delivery in the United States, duty paid for the account of New Company, for a period of up to five years after the Sale of New Company, New Company's reasonable requirements, in order to enable New Company to be a fully operative, viable, going business in the electric shaver market in the United States, of electric shavers (or components thereof for use in manufacturing by New Company pursuant to this Final Judgment) manufactured by or for Braun at any time during the period of the supply contract (or which having previously been manufactured by or for Braun can then be reasonably manufactured by or for Braun) and of repair parts for servicing the electric shavers sold under the supply contract. In the event that the five year term of such supply contract would end prior to May 16, 1984, Braun shall, upon request of the Buyer, supply New Company's reasonable requirements (for use in electric shavers manufactured by New Company), through May 16, 1984, of parts for the cutter bar coupling, covered by Ronson Corporation's United States patents numbers 3,319,333 and 3,319,334, licensed to Braun. Such supply contract shall provide, in exchange for New Company's obligation to purchase reasonable annual minimum quantities of electric shavers (said quantities to be negotiated prior to approval of the Sale of

New Company pursuant to the provisions of this Final Judgment), that New Company shall be appointed as the exclusive United States distributor of electric shavers that are manufactured by or for Braun, or that are manufactured by or for Gillette and marketed or distributed by Braun anywhere in the world, provided that the foregoing shall not prohibit Gillette from utilizing in connection with electric shavers manufactured by Gillette or for Gillette by any person other than Braun, for marketing or distribution in any market by Gillette other than through Braun, any of Braun's electric shaver knowhow or other assets of Braun not required to be exclusively transferred to New Company by the provisions of this Final Judgment. Such supply contract shall enable New Company to develop the electric shaver market in the United States. Such supply contract shall be terminable by New Company on nine months' notice, and shall provide for reasonable sales prices (determined on the basis of F.O.B. Braun Germany) to New Company and such other reasonable terms and conditions of sale, which prices, terms and conditions shall be no less favorable to New Company than the lowest prices and the best terms and conditions at or upon which such products are from time to time sold to other independent third parties on the same functional level as New Company. Subject

as aforesaid, in the event New Company and Braun shall be unable to agree on any price or other term or condition, or any compliance therewith, the same shall be determined by arbitration within the standards set forth above.

(10) Agree that it will, for a period of three years after the Sale of New Company, make available at cost, determined in accordance with generally accepted accounting principles, qualified Braun supervisory and technical personnel to provide assistance and advice in connection with New Company's construction and operation of facilities for the manufacture of electric shavers in the United States

(11) Grant to the Buyer, at reasonable royalties, with respect to electric shavers (or repair parts for servicing such shavers) manufactured in the United States by the Buyer pursuant to patents and applications described in subparagraphs (A)(5), (A)(6) and (A)(7) of this Final Judgment, immunity under corresponding foreign patents and applications owned or controlled by Braun or Gillette. The amount of such reasonable royalties shall be determined at the date of Sale of New Company or at such later date when New Company gives notice that it has decided to commence production of electric shavers in the United States. Braun may require that Buyer agree to cause reasonable

precautions to be taken to avoid confusion of source or dilution of the good will of Braun except the confusion or dilution which necessarily results from the practice of the Braun patents or applications described herein. Disputes arising under such agreement shall be determined pursuant to the law of the jurisdiction where the Buyer has its principal place of business.

Subject as aforesaid, in the event New Company and Braun shall be unable to agree on reasonable royalties for said immunity or any other terms thereof or such agreement or shall be unable to resolve any dispute with respect thereto, the same shall be determined by arbitration within the standards set forth above.

(12) Grant to New Company as of the date of Sale of New Company assignments without reservation of all United States trademarks and trade names, and corresponding foreign rights thereto, if any, used by New Company at any time prior to the date of Sale of New Company on sales by New Company of electric shavers purchased from Braun, provided, however, that in no event shall New Company have any rights after the Sale of New Company to use the Braun or Gillette names, whether by way of trademark, trade name, company name or otherwise, and Gillette or Braun shall retain all rights with respect thereto. Prior to the date of Sale of New Company, New Company shall not market or distribute electric shavers under the trademark

or trade name Gillette or the trademark or trade name Braun but may identify Braun as the source of manufacture. Notwithstanding the foregoing, New Company may distribute up to 28,000 electric shavers (manufactured by Braun for New Company prior to the date of this Final Judgment) with the Sixtant trademark imprinted thereon without Gillette or Braun being thereby required to grant any rights to said Sixtant trademark to New Company as of the date of Sale of New Company.

(B) In furtherance of the divestiture required by the Sale of New Company pursuant to paragraph V, Gillette shall agree to license New Company, on the date of Sale of New Company, under all United States patents pertaining to electric shavers owned by Gillette on the date of Sale, such licenses to be on a nonexclusive basis for the entire lives of the respective patents; provided, however, that New Company agrees to and does pay reasonable royalties on the manufacture and sale of electric shavers covered by said patents, except that those United States patents pertaining to electric shavers acquired from Interelectric Sachseln S.A. (being listed in Appendix II) shall be licensed on an exclusive basis (except for license rights granted to Interelectric Sachseln S.A. with respect to survival kits under the Agreement dated December 18, 1967, which shall be licensed on a nonexclusive basis). The amount of such reasonable royalties shall be determined at the date of Sale of New Company or at

such later date when New Company gives notice that it has decided to commence production of electric shavers in the United States. Subject as aforesaid, in the event New Company and Gillette shall be unable to agree on reasonable royalties for said license or any other terms thereof or shall be unable to resolve any dispute with respect thereto, the same shall be determined by arbitration within the standards set forth above.

(C)(1) Nothing in paragraph IV shall require Braun or Gillette to enforce any of the patents or patent applications assigned or licensed to New Company. Any and all information and know-how furnished to New Company, to the extent confidential, shall be kept confidential by New Company. Subject as aforesaid, in the event that New Company and Braun shall be unable to resolve any dispute relating to the transmission or use of know-how and manufacture of the products pursuant to such know-how in accordance with this Final Judgment, the same shall be determined by arbitration within the standards set forth above and elsewhere in this paragraph IV.

(C)(2) If, at any time prior to the date of sale of New Company, Gillette or Braun were to sell electric shavers in the United States to persons other than New Company, the Court may, upon motion of the plaintiff or upon its own motion, appoint a patent trustee, at the cost and expense of Gillette, who shall be authorized, until the date of Sale of New Company, to engage in patent infringement litigation, including negotiation and settlement,

on New Company's behalf against Gillette or Braun with respect to protection of New Company's rights in the United States electric shaver patents required to be assigned or licensed to New Company pursuant to paragraph IV of this Final Judgment. At the date of Sale of New Company, New Company shall succeed the said trustee as party to any such infringement litigation commenced prior to such Sale. In the event that the said trustee brings any such action for infringement of the said patent rights or in the event that, at any time within five years after the date of Sale of New Company, New Company brings any such action against Gillette or Braun for infringement of New Company's rights in the United States electric shaver patents required to be assigned or licensed to New Company pursuant to paragraph IV of this Final Judgment, neither Gillette nor Braun will allege or prove in such action the invalidity of such patents (provided, however, that such forbearance by Gillette or Braun in any infringement litigation relating to sales of electric shavers during the five year period after the Sale of New Company shall be determined by this Court at that time not to be contrary to the public interest), and, further, if the trustee (or New Company as successor) or New Company should be successful in such action with respect to any allegations of infringement therein, damages for infringement on account of such allegations, and relating to such sales of electric shavers by Gillette or Braun in the United States to persons other than New Company prior to the

date of Sale of New Company or prior to the end of the five year period after the date of Sale of New Company, shall be trebled, and Gillette shall pay the expenses and costs of the said action relating thereto, including counsel fees (but the said expenses and costs shall not be an item of damages and shall not be trebled), provided, however, that the foregoing provisions of this paragraph (C)(2) shall be inapplicable to Braun if Braun becomes independent of Gillette. If the trustee or New Company (whether or not as successor) should be unsuccessful with respect to any such allegations, the expenses and costs of said action with respect to such allegations incurred by the trustee prior to the date of Sale of New Company, including counsel fees, shall be paid in such manner as this Court shall direct, but the expenses and costs of said action with respect to such allegations incurred after the date of Sale of New Company, including counsel fees, shall not be payable by Gillette or Braun. Notwithstanding the foregoing, neither Gillette nor Braun shall be precluded in any such infringement action brought by said trustee or by New Company within five years of the date of Sale of New Company from asserting invalidity based on any prior court decision.

(D) Except as otherwise expressly provided, no assignment, exclusive license, nonexclusive license, sublicense, immunity, or right to or under any patent, patent application, know-how, information, trademark, or company or trade name of Gillette or Braun with respect

to any product or component or with respect to any jurisdiction or geographic area, shall be granted or implied to New Company or to any other person in connection with any transaction pursuant hereto, and neither New Company nor the Buyer shall be permitted to assign, sublicense or convey the rights transferred to New Company by Braun and Gillette under paragraph IV other than in connection with a sale of all or substantially all the assets of this electric shaver business of New Company or Buyer; except that the rights obtained under subparagraphs IV(A)(5) and (6) may be assigned or exclusively licensed other than in connection with a sale of all or substantially all the assets, provided that any such assignment or exclusive license of rights under (A)(5) and (A)(6) within 5 years of the date of Sale shall be subject to consent of the plaintiff, after not less than 30 days notice to plaintiff and defendant, and after opportunity for defendant and New Company to be heard, or if plaintiff fails so to consent then subject to approval by this Court after notice and opportunity to be heard.

Notwithstanding any assignment or exclusive license granted to New Company pursuant to this paragraph IV, Braun shall retain nonexclusive rights in respect thereof not pertaining to electric shavers, and shall have the right to require New Company to execute all license documents required to confirm said rights; any license by Braun with respect to jointly owned patents or patent applications shall encompass rights not pertaining to electric

shavers to the extent Braun has the right to grant such license.

(E) The time periods set forth in this paragraph IV shall be tolled during the pendency of any judicial proceedings (including appeal periods) pursuant to the provisions of 15 U.S.C. § 16 (b) - (h), P.L. 93-528 (December 21, 1974) with respect to this Final Judgment.

V

(A) Defendant Gillette is ordered and directed, not later than two (2) years following the two year period within which New Company is to be established and caused to be a fully operative, viable, going business pursuant to paragraph IV(A), to divest New Company by causing to be sold all of the stock of New Company and all of the interest of Gillette or Braun in any debt of New Company to the Buyer or all the business and assets of New Company to the Buyer.

Nothing in this Final Judgment shall preclude Gillette from considering offers for the Sale of New Company prior to the end of the two year period within which New Company is to be established and caused to be a fully operative, viable, going business pursuant to paragraph IV(A) or from causing New Company to be divested prior to the end of said two year period.

(B) The complete details of any contemplated Sale or other disposition of any assets required by this Final Judgment shall be submitted to plaintiff by Gillette. Following the receipt of such information, plaintiff

shall have sixty (60) days in which to object thereto by written notice to Gillette. Whether or not the plaintiff objects, the transaction shall not be consummated until Gillette obtains the approval of this Court. In connection with such approval the Court may consider inter alia the Buyer's financial resources, business experience, and the nature of the Buyer's existing business, if any; the condition of the United States electric shaver industry; the likelihood that the Buyer will continue the business of New Company; and the Buyer's bona fides and qualifications under the provisions of this Final Judgment; provided, however, that in case the plaintiff objects, the period set forth herein within which the assets in question must be sold or otherwise disposed of shall be extended by agreement with plaintiff, and if the parties cannot agree, the period of extension shall be determined by this Court after notice to plaintiff and opportunity to be heard, and further provided, that the period set forth herein within which the assets in question must be sold or otherwise disposed of shall be extended by the period of time during which approval of this Court is being sought pursuant to this subparagraph.

(C) Following the date of this Final Judgment, Gillette shall render reports quarter-annually to the Assistant Attorney General in charge of the Antitrust Division, outlining in reasonable detail the efforts made by Gillette to comply with the provisions of paragraph IV of this Final Judgment and, after the period of two years

following the date of this Final Judgment, also the provisions of paragraph V. Such report shall be treated as reports submitted pursuant to paragraph XV.

VI

If the stock (and debt) or business and assets of New Company to be sold or disposed of pursuant to paragraph V hereof shall not have been sold or otherwise disposed of within the time specified in paragraph V, the Court shall, upon application of the plaintiff, appoint a trustee, at the cost and expense of Gillette, to secure a Buyer for the stock (and Gillette's or Braun's interest in the debt of New Company) or the business and assets of New Company to be sold as promptly as practicable within not more than one year after the time specified in paragraph V, said Buyer to be approved by plaintiff, or failing such approval, by the Court, and said sale to be subject to Court supervision after hearing the parties on any issue presented.

VII

All sales pursuant to this Final Judgment shall be made in good faith and shall be absolute and unqualified; provided, however, that if any stock (and debt) or business and assets of New Company sold or transferred are not simultaneously paid for in full, nothing herein shall prohibit Gillette or Braun from retaining, accepting and enforcing a bona fide lien, mortgage, deed of trust or other form of security other than voting stock on such stock or assets for the purpose of securing to Gillette or Braun full payment of the price at which such stock

or assets are sold; and provided further that if, after bona fide disposal pursuant to this Final Judgment, Gillette or Braun by enforcement or settlement of a bona fide lien, mortgage, deed of trust or other form of security regains ownership or control of any such stock or assets, Gillette or Braun shall, subject to the provisions of this Final Judgment, redispense of any such stock or assets thus regained within one (1) year from the time of reacquisition, and if said redispense shall not have been made within said one year period, the Court shall, upon application of the plaintiff, appoint a trustee, at the cost and expense of Gillette, to secure a Buyer for the stock (and Gillette's or Braun's interest in the debt of New Company) or the business and assets of New Company to be sold as promptly as practicable within not more than one year after the said one year period specified in this paragraph VII, at the best purchase price obtainable, said Buyer to be approved by plaintiff, or failing such approval, by the Court, and said Sale to be subject to Court supervision after hearing the parties on any issue presented.

VIII

None of the stock or assets of New Company to be sold or otherwise disposed of pursuant to this Final Judgment shall be sold or otherwise disposed of directly or indirectly to any person, who at and after the date of said Sale is an officer, director or employee of Gillette or Braun or any of their subsidiaries or affiliates (other than New Company) or in which they or

any of them own or control beneficially more than one percent of the voting securities (including securities convertible into voting securities).

IX.

(A) Until the divestiture of New Company required by paragraph V shall be completed, Gillette shall not cause or permit Braun to take, and shall not itself, take any action which would knowingly prevent, hinder or impair the carrying out of the divestiture required.

(B) Nothing in this Final Judgment shall preclude Gillette, at its option, from causing to be sold other interests in Braun or Gillette, not subject to the provisions of paragraph IV of this Final Judgment.

(C) In the event that the Buyer should directly or indirectly acquire substantially all the assets of or rights to Braun or to Braun's electric shaver business, as it relates to areas outside the United States, the rights granted by Gillette pursuant to paragraph IV(B) shall be of no force and effect from and after the date of said other acquisition.

X

Gillette is enjoined and restrained for a period of ten (10) years from the date of this Final Judgment from acquiring (whether or not through Braun) any part of the stock (in excess of one percent thereof) of, or merging or consolidating with, any person engaged in the manufacture or distribution in the United States of electric shavers or safety razors and blades, or from acquiring (whether or not through Braun) the whole

or any part of the assets (except acquisitions of industrial property rights on a nonexclusive basis) of any such person which are devoted to the manufacture or distribution of electric shavers or safety razors and blades in the United States, without the consent of plaintiff or failing such consent the approval of the Court upon a showing that such acquisition will not substantially lessen competition or tend to create a monopoly, except that nothing in the Final Judgment shall preclude any further combination of Braun with Gillette.

XI

The Stipulated Order entered herein on February 16, 1968, having provided that it should continue "until such time as a full hearing shall be had and the parties shall have had full and adequate opportunity to present as complete and detailed evidence as they deem necessary for the purpose of resolving the issues raised in this action" and "pending adjudication of the merits of the complaint," and plaintiff and defendant and the Court having intended thereby to mean continuation only until the entry of a Final Judgment in this action, including a Final Judgment entered on consent, now, therefore, the said Stipulated Order is hereby dissolved.

XII

Any matters to be determined by arbitration pursuant to this Final Judgment shall be determined, upon notice to the plaintiff, under the provisions of Chapter 251 of the Massachusetts General Laws in accordance with the rules then obtaining of the American Arbitration Association,

and in the event of such arbitration the periods of time provided herein concerning the duration of the rights and obligations of the parties to the matters being arbitrated shall be extended for a period of time equalling the period required for such arbitration.

XIII

Except as to matters to be arbitrated pursuant to this Final Judgment, any disagreement as to the prices, terms or conditions of any transaction under this Final Judgment shall be determined by this Court upon written application of either party to the transaction and after notice to the plaintiff. Pending the completion of any such proceeding, this Court may determine interim terms, which may be adjusted retroactively at the time of the final determination. In any such proceeding the burden of proof shall be upon the defendant to establish that any price, term or condition requested by it conforms to the requirements of this Final Judgment.

XIV

Nothing contained in this Final Judgment shall be deemed to prohibit any person from:

(A) Performing, or causing to be performed, any act in any foreign country which is required of it under the law or regulations of such foreign country, or of any other international body having jurisdiction therein, or

(B) Refraining from performing, or causing to be performed, any act in any foreign country which would be illegal under the law or regulations of such foreign country, or of any other international body having jurisdiction therein.

XV

(A) For the purpose of determining or securing compliance with this Final Judgment and for no other purpose, and subject to any legally recognized privilege, duly authorized representatives of the Department of Justice shall, upon written request of the Attorney General, or of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to defendant at its principal office, be permitted:

(1) Access, during office hours of defendant, to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of defendant relating to any matters contained in this Final Judgment; and

(2) Subject to the reasonable convenience of defendant and without restraint or interference from it, to interview officers or employees of defendant, who may have counsel present, regarding any such matters.

(B) For the purpose of determining or securing compliance with this Final Judgment, defendant, upon the written request of the Attorney General or of the Assistant Attorney General in charge of the Antitrust Division, shall submit such reports in writing to the Department of Justice with respect to matters contained in this Final Judgment as may, from time to time, be requested.

No information obtained by the means provided in this Final Judgment shall be divulged by any representative

of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the plaintiff except in the course of court proceedings to which plaintiff is a party for the purpose of securing compliance with this Final Judgment or as otherwise required by law:

XVI

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

Bailey Aldrich
United States District Judge
Circuit

By designation

Dated:

12/30/75

DOCKETED

APPENDIX I TO FINAL JUDGMENT

List of Braun U.S. Patents on Inventions
Pertaining to Electric Shavers

<u>U.S. Patent No.</u>	<u>Dated</u>	<u>Expires</u>	<u>Inventor</u>	<u>Filing Date</u>
Des. 216,383	12/23/69	12/23/83	R. Fischer	1/13/69
Des. 217,528	5/05/70	5/05/84	R. Fischer	1/13/69
Des. 221,501	8/17/71	8/17/85	F. Seiffert	6/08/70
Des. 221,504	8/17/71	8/17/85	F. Seiffert	6/08/70
Des. 222,202	10/05/71	10/05/85	F. Seiffert	6/08/70
3,908,970	10/20/59	10/20/76	A. Braun et al.	1/11/54
3,064,349	11/20/62	11/20/79	B. Futterer et al.	3/25/60
3,093,899	6/18/63	6/18/80	B. Futterer	8/12/60
3,111,755	11/26/63	11/26/80	B. Futterer et al.	2/21/61
3,155,855	11/03/64	11/03/81	B. Futterer	2/27/61
3,169,317	2/16/65	2/16/82	B. Futterer et al.	8/07/62
3,172,201	3/09/65	3/09/82	W. Messinger et al.	7/15/63
3,213,536	10/26/65	10/26/82	B. Futterer et al.	8/02/63
3,269,008	8/30/66	8/30/83	W. Messinger et al.	7/15/63
3,421,216	1/14/69	1/14/86	O.K. Anna	10/31/66
3,440,724	4/29/69	4/29/86	R. Wich et al.	5/02/67
3,440,725	4/29/69	8/30/83	W. Messinger et al.	6/29/66
3,464,110	9/02/69	9/02/86	O.K. Anna	10/31/66
3,468,025	9/23/69	9/23/86	W. Messinger	9/09/66
3,521,093	7/21/70	7/21/87	L. Harms	7/11/69
3,552,005	1/05/71	1/05/88	R. Fischer	10/16/68
3,566,468	3/02/71	3/02/88	W. Messinger	5/27/68
3,568,026	3/02/71	3/02/88	O.K. Anna	4/29/68
3,589,005	6/29/71	6/29/88	R. Fischer et al.	2/07/69
3,597,844	8/10/71	8/10/88	W. Messinger	4/24/69
3,601,679	8/24/71	8/24/88	A. Braun et al.	12/30/69

List of Braun U.S. Patents on Inventions
Pertaining to Electric Shavers (Cont'd.)

<u>U.S. Patent No.</u>	<u>Dated</u>	<u>Expires</u>	<u>Inventor</u>	<u>Filing Date</u>	<u>U.S.</u>
3,614,491	10/19/71	10/19/88	O.K. Anna et al.	6/03/70	3,6
3,673,683	7/04/72	7/04/89	R. Fischer	7/13/70	3,6
3,694,916	10/03/72	10/03/89	L. Harms et al.	7/10/70	3,6
3,696,508	10/10/72	10/10/89	W. Messinger	8/20/70	3,7
3,724,072	4/03/73	4/03/90	W. Messinger	4/16/71	3,5
3,729,821	5/01/73	5/01/90	G. Voigt et al.	4/22/71	
3,748,503 *	7/24/73	7/24/90	C. C. Cobarg et al.	9/10/71	3,5
3,748,504 *	7/24/73	7/24/90	Guntersdorfer et al.	2/16/72	3,6
3,750,279	8/07/73	8/07/90	C. C. Cobarg et al.	9/09/71	3,6
3,760,203 *	9/18/73	9/18/90	Guntersdorfer et al.	2/22/72	3,6
3,760,497	9/25/73	9/25/90	A. Kuhl et al.	6/23/72	3,4
3,768,348	10/30/73	10/30/90	A. Braun et al.	2/15/73	3,4
3,771,842	11/13/73	11/13/90	W. Messinger	4/16/71	3,5
3,793,724	2/26/74	2/26/91	W. Messinger et al.	6/07/72	3,5
3,797,206	3/19/74	3/19/91	O. K. Anna et al.	8/31/72	Des.
3,802,073	4/09/74	4/09/91	A. Braun et al.	9/13/71	Des.
3,813,774	6/04/74	6/04/91	C. C. Cobarg	11/06/72	Des.
3,840,759 *	10/08/74	10/08/91	Guntersdorfer et al.	8/01/72	Des.

List of Braun U.S. Patent Applications on
Inventions Pertaining to Electric Shavers

<u>Application Serial No.</u>	<u>Filed</u>	<u>Inventor</u>
173,607	August 20, 1971	R. Wich
336,448 *	February 28, 1973	Guntersdorfer et al.
336,449 *	February 28, 1973	H. Heywang et al.
414,767	November 12, 1973	C. C. Cobarg
443,859	February 19, 1974	C. C. Cobarg et al.

* / Jointly owned by Braun A.G. and Siemens AG.

APPENDIX II TO FINAL JUDGMENT

List of Gillette U.S. Patents Pertaining to Electric Shavers Acquired from Interelectric Sachseln A.G.

	<u>U.S. Patent No.</u>	<u>Dated</u>	<u>Expires</u>	<u>Inventor</u>	<u>Filing Date</u>
0	3,643,331	2/22/72	2/22/89	Bodo Futterer & Hugo Fritschy	6/24/70
0	3,655,529	4/11/72	4/11/89	Bodo Futterer	7/07/70
0	3,695,927	10/03/72	10/03/89	Bodo Futterer	7/07/70
0	3,726,770	4/10/73	4/10/90	Bodo Futterer	1/04/72
1	3,517,441	6/30/70	6/30/87	Bodo Futterer, Hugo Fritschy & Klaus Gorlinger	7/06/67
1	3,504,433	4/07/70	4/07/87	Bodo Futterer.	6/06/67
1	3,605,264	9/20/71	9/20/88	Bodo Futterer	9/18/68
2	3,611,572	10/12/71	10/12/88	Bodo Futterer	9/16/68
1	3,655,528	4/11/72	4/11/89	Bodo Futterer	5/18/70
2	3,409,984	11/12/68	11/12/85	Bodo Futterer	12/17/65
2	3,498,891	3/03/70	3/03/87	Bodo Futterer	7/31/68
3	3,512,070	5/12/70	5/12/87	Bodo Futterer & Hugo Fritschy	2/06/67
1	3,577,852	5/11/71	5/11/88	Bodo Futterer	8/01/68
2	Des. 222,219	10/05/71	10/05/85	Bodo Futterer	3/13/68
2	Des. 214,059	5/06/69	5/06/83	Bodo Futterer	3/13/68
1	Des. 214,487	6/24/69	6/24/83	Ernst Reichl	3/13/68
72	Des. 218,281	8/11/70	8/11/84	Horst Diener	3/13/68

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