

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA, :
Plaintiff :
vs. :
THE ASSOCIATION OF KNITTED GLOVE & : CIVIL ACTION
MITTEN MANUFACTURERS, et al., :
Defendants : No. 3716
: Filed December 23, 1953.
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FINAL JUDGMENT

Plaintiff, the United States of America, having filed its complaint herein on July 7, 1950, and the defendants, excepting American Knit Handwear Association, Inc., having appeared and filed their separate answers denying the substantive allegations thereof; and this Court having made and entered its order dated 1953, joining American Knit Handwear Association, a corporation organized under the laws of the State of New York subsequent to the commencement of this action, as a party defendant herein; and the plaintiff and defendants by their respective attorneys having severally consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein and without admission by any of the parties in respect to any such issue; and the Court having considered the matter and being duly advised;

NOW, THEREFORE, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, and upon consent of all parties hereto, it is hereby

ORDERED, ADJUDGED AND DECREED, as follows:

I

The Court has jurisdiction of the subject matter herein and of all the parties hereto. The complaint states a cause of action against the

defendants under Section 1 of the Act of Congress of July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," commonly known as the Sherman Act, as amended.

II

As used in this Final Judgment:

(A) "Person" shall mean any individual, partnership, firm, association, corporation or any other legal entity;

(B) "Knitted gloves" shall mean gloves, mittens and components thereof for men, women and children, knitted from wool, worsted, cotton, rayon, nylon, angora, cashmere or any other fibres, or any combinations of such products;

(C) "Association" shall mean the defendants The Association of Knitted Glove & Mitten Manufacturers or American Knit Handwear Association, Inc.;

(D) "Governmental authority" shall mean any Federal, State, County or Municipal agency.

III

The provisions of this Final Judgment applicable to a defendant, shall apply only to such defendant, its officers, agents, servants, employees and attorneys and to those persons in active concert or participation with any defendant who receive actual notice of this Final Judgment by personal service or otherwise. For the purpose of this Final Judgment, a defendant and its wholly-owned subsidiaries and a defendant or a wholly-owned subsidiary and the respective officers, agents, servants, employees and attorneys thereof, shall be deemed to be one person.

IV

The Standard Glove Policies of the National Association of Leather Glove Manufacturers, and any agreement, understanding or arrangement amendatory thereof or supplemental thereto, is terminated and canceled and each defendant is enjoined and restrained from entering into, adhering

to, maintaining or furthering, any agreement, understanding, plan, program or course of conduct with any other defendant or any other manufacturer of knitted gloves for the purpose or with the effect of maintaining, reviving or reinstating the aforesaid Standard Glove Policies or any part thereof.

V

The defendants are jointly and severally enjoined and restrained from entering into, adhering to or enforcing, or suggesting or attempting to secure the adherence to, any contract, agreement, understanding, plan or program with any other defendant or any other manufacturer or knitted gloves which has the purpose or effect of:

(A) Maintaining, fixing, establishing or following any rule, practice or policy:

- (1) for the exchange, return or repair of knitted gloves;
- (2) for the terms upon which knitted gloves returned to the manufacturer will be adjusted or credited;
- (3) for the terms upon which special orders for knitted gloves will be filled.

(B) Determining to whom or through whom knitted gloves will be sold.

VI

The defendants are jointly and severally enjoined and restrained from entering into, adhering to, maintaining or furthering any combination, conspiracy, contract, agreement, understanding, plan or program, with any other defendant or with any other manufacturer of knitted gloves for the purpose or with the effect of fixing, determining, stabilizing, maintaining, adhering to, or inducing the adherence to prices, discounts or other terms or conditions of sale for knitted gloves sold to third persons.

VII

The defendants are jointly and severally enjoined and restrained from:

(A) Entering into, adhering to, maintaining or furthering any combination, conspiracy, contract, agreement or understanding with any other defendant or any other manufacturer of knitted gloves for the purpose or with the effect of:

- (1) Refusing to submit a bid for the sale of knitted gloves, or making a bid therefor higher than, or identical with, the bid of any other person, or submitting collusively a bid therefor; provided however, that a bona fide subcontract arrangement, standing alone and not based upon or involving the subcontractor's agreement or understanding not to bid shall in no event be deemed a violation of this subsection (1);
- (2) Refusing to sell to any retailer or jobber of knitted gloves;
- (3) Exchanging information concerning costs, production, sales, prices, terms or conditions of sale for knitted gloves except for the exchange of available production capacity, prices or terms or conditions of sale in connection with a bona fide purchase or sale of knitted gloves, or component parts of such gloves, or in connection with a bona fide arrangement for sub-contracting the manufacture of such gloves or component parts of such gloves;
- (4) Preparing, collecting, compiling, disseminating, publishing or circulating the names of retailers or jobbers who have not complied, or do not or will not comply, with prices, discounts or other

terms or conditions of sale for knitted gloves;

- (5) Refusing to extend credit to any retailer or jobber of knitted gloves.

(B) Submitting information to any other person for use in compiling a list of retailers or jobbers who have not complied, or do not or will not comply with said defendant's prices, discounts or other terms or conditions of sale; provided, however, that the provisions of this Section VII shall not prohibit any defendant manufacturer from submitting to the Association and the Association from receiving and, upon the bona fide request of a credit grantor or credit reporting bureau, from disclosing the actual credit experience of any individual, specified jobber or retailer of knitted gloves.

VIII

Nothing contained in this Final Judgment shall prevent:

(A) Any defendant, acting in good faith, from furnishing to any person hourly labor rates, piece labor rates, employee earnings, time studies, or terms or conditions of employment, solely in connection with collective bargaining, a labor dispute, the administration of a labor contract, fixing labor rates or a governmental investigation;

(B) Any defendant from furnishing to the Association its production figures and the Association from compiling, disseminating and communicating said figures in a general and composite form to all persons and the public generally without identifying the production figures gathered from any particular person;

(C) Any defendant from furnishing each year to the Association, for the sole purpose of determining dues and assessment, its gross annual sales figures or its total number of employees for the previous year;

(D) Any defendant from furnishing to a trade association of which it is a member, or such trade association from compiling and

disseminating to any governmental authority, any relevant data, and also estimates on the cost of manufacture in the United States of a typical knitted glove of foreign manufacture.

IX

For the purpose of securing compliance with this Final Judgment, duly authorized representatives of the Department of Justice shall upon written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to any defendant, made to its principal office, be permitted, subject to any legally recognized privilege;

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

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

Upon such request the defendant shall submit such reports in writing with respect to any of the matters contained in this Final Judgment as from time to time may be necessary to the enforcement of this Final Judgment. No information obtained by the means permitted in this Section IX shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Department except in the course of legal proceedings to which the United States is a party for the purpose of securing compliance with this Final Judgment or as otherwise required by law.

X

Jurisdiction is retained solely 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 thereof, for the enforcement of compliance therewith and the punishment of violations thereof.

Dated: December 23, 1953.
Utica, N. Y.

/s/ Stephen W. Brennan
United States District Judge

We hereby consent to the entry of the foregoing Final Judgment:

For the Plaintiff:

/s/ Stanley N. Barnes
Assistant Attorney General

/s/ John D. Swartz

/s/ Marcus A. Hollabaugh

/s/ Philip L. Roache, Jr.

/s/ W. D. Kilgore, Jr.

/s/ Charles F. B. McAleer

/s/ Richard B. O'Donnell

/s/ Charles L. Beckler

Attorneys for Plaintiff

For the Defendants:

/s/ Coleman Taylor
Coleman Taylor,
of the firm of TAYLOR & KENNEDY,
Attorneys for Defendants,
The Association of Knitted
Glove & Mitten Manufacturers;
National Association of Leather
Glove Manufacturers, Inc.;
James H. Casey, Jr.;
Ackshand Knitting Co., Inc.
(name now Ackerman Corporation);
Albany Knitting Company, Inc.;
Becopa Glove Mills, Inc.;
D. C. Haber Knitting Company;
Joseph A. Milstein Company, Inc.
Sternwild Knitting Mills, Inc.
and American Knit Handwear
Association, Inc.

/s/ Lydon F. Maider
Lydon F. Maider,
of the firm of MAIDER, MAIDER &
SMITH,
Attorneys for Defendants,
Gloversville Knitting Company;
Scotsmoor Company, Inc.; and
Leon F. Swears, Inc.