IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

Civil Action No. 10-392.

UNITED STATES OF AMERICA, PLAINTIFF,

VS.

THE UNIVIS LENS COMPANY, THE UNIVIS CORPORATION, JACK R. SILVERMAN, MYER H. STANLEY, G. F. STANLEY and N. M. STANLEY, DEFENDANTS.

FINAL JUDGMENT

Upon consideration of the mandates of the United States Supreme Court, entered the 13th day of June, 1942, and this day filed herein, remanding this cause to this Court with directions to continue and extend the injunction of this Court, dated November 25, 1941, and to set aside that part of the final order, dated November 25, 1941, entered by this Court, dismissing the complaint in part,

It is hereby further ORDERED, ADJUDGED and DECREED that:

1. The defendants, The Univis Lens Company, The Univis Corporation, Jack R. Silverman, Myer H. Stanley, G. F. Stanley and N. M. Stanley, have contracted, combined and conspired in violation of Section 1 and Section 3 of an Act of Congress, approved July 2, 1890, entitled "An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopolies," as amended, by fixing the price and terms and conditions of sale at which wholesaler distributor licensees and grinding and finishing retail licensees shall sell lenses or lens blanks, by entering into the license agreements with jobbers, distributors, wholesalers and retailers as set forth in the Complaint and therein or in any manner fixing or controlling directly or indirectly the resale prices or terms or conditions of sale at which such licensees shall sell lenses or lens blanks, and the Bill of Complaint should be and the same hereby is sustained, except as to the agreement between the Lens Company and the Corporation, which is declared to be valid.

2. Each license agreement now in effect between the defendant The Univis Corporation and each of its wholesale distributor licensees or grinding and finishing retailer licensees is adjudged unlawful under the antitrust laws of the United States and is illegal, null and void, and that the defendant The Univis Corporation shall forthwith cancel said agreements and give notice within thirty days from the date of this judgment to each such wholesaler licensee and finishing and grinding retailer licensee that said agreement has been cancelled and is not in effect.

3. Each individual defendant, the defendant corporations and their directors, officers, agents, representatives, employees, successors, subsidiaries, and any person acting or claiming to act through or for them or any of them be and they hereby are perpetually enjoined and restrained:

(a) From enforcing or attempting to enforce any provision of any existing patent license or other agreement between the defendant corporations and jobbers, distributors, wholesalers, and retailers of ophthalmic merchandise which fixes or purports to fix the prices or terms and conditions at which lens blanks shall be resold or lenses shall be sold or resold or which designates or allocates or purports to designate or allocate the customers to whom lens blanks or lenses shall be sold or which restricts, limits or designates or which purports to restrict, limit or designate the purpose for which or the channel through which lens blanks or lenses shall be sold.

(b) From including in any future patent license or other agreement between defendant corporations and jobbers, distributors, wholesalers and retailers of ophthalmic merchandise any provision or attempting to enforce any provision in any such license or agreement which fixes or purports to fix the prices or terms and conditions at which lens blanks shall be resold or lenses shall be sold or resold or which designates or allocates or purports to designate or allocate the customers to whom lens blanks or lenses shall be sold or which restricts, limits or designates or purports to restrict, limit or designate the purpose for which or channel through which lens blanks or lenses shall be sold.

(c) From entering into any combination or conspiracy similar in effect or purpose with the agreements or arrangements herein declared illegal among themselves or with others in order to fix or influence or attempt to fix or influence the prices or terms and conditions of sale to be charged for lenses or lens blanks, or any combination or conspiracy to designate or allocate or attempt to designate or allocate customers to whom lenses or lens blanks shall be sold or any combination or conspiracy to restrict, limit or designate or attempt to restrict, limit or designate the purpose for which or the channel through which lenses or lens blanks shall be sold.

(d) From entering into any agreement or arrangement in restraint of interstate trade or commerce or to monopolize interstate trade or commerce similar to the agreements or arrangements declared illegal in paragraphs 1 and 2 of this judgment and the final decree of this Court, of November 25, 1941, or any combination or conspiracy similar in effect or purpose.

4. The Univis Corporation within thirty (30) days from the signing of this Decree shall send to each of its licensees a notice of cancellation of the license and of the Fair Trade Act contract together with a true copy of this Decree and a true copy of paragraphs 2 to 9 of the Decree of this Court dated November 25, 1941.

5. For the purpose of securing compliance with this Decree, and for no other purpose, duly authorized representatives of the Department of Justice shall, upon written request of the Attorney General or an Assistant

Attorney General, and on reasonable notice to any one of the defendant corporations made to the principal office of such defendant corporation, be permitted, subject to any legally recognized privilege (1) access, during the office hours of such corporations, to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or the control of the defendant corporation, relating to any matters contained in this Decree; (2) subject to the reasonable convenience of such defendant corporation and without restraint or interference from them, to interview officers or employees of such defendant corporations, who may have counsel present, regarding any such matters, and (3) such defendant corporation on such request, shall submit such reports in respect of any such matters as may from time to time be reasonably necessary for the proper enforcement of this Decree, *provided,* however, that such information obtained by the means permitted in this paragraph shall not be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Department of Justice except in the course of legal proceedings for the purpose of securing compliance with this decree in which the United States is a party or as is otherwise required by law.

6. Jurisdiction of this case is retained for the purpose of enabling any parties to this decree to apply to the Court at any time for such further orders and directions as may be necessary or appropriate for the construction or the carrying out of this Decree, for the modification or termination of any of the provisions thereof, for the enforcement and compliance therewith and for the punishment of violations thereof, and for such further orders and directions as may be necessary or appropriate to dissipate the consequences of the improper use and abuse of patent privileges by the defendants.

7. Paragraph 12 of the Decree of this Court of November 25, 1941 is herewith modified in that all the costs of this action to be taxed shall be charged to the defendants, The Univis Lens Company, The Univis Corporation, Jack R. Silverman, Myer H. Stanley, G. F. Stanley and N. M. Stanley; Paragraphs 2 to 9 of said Decree are herewith incorporated by reference as a part of this decree; and paragraphs 1 and 10 of said Decree are set aside in accordance with the mandate of the Supreme Court of the United States.

This Judgment supersedes the Judgment dated July 27, 1942, filed July 28, 1942, which is hereby voided.

Dated, New York, N. Y. September 28th, 1942.

C. G. GALSTON,
United States District Judge.