

U. S. vs. UNIVIS LENS COMPANY, INC., ET AL.
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, INC., ET AL., DEFENDANTS.

FINAL DECREE

This cause having come on for hearing before this Court upon the pleadings and upon the testimony, both oral and documentary, introduced at the trial of this cause, and the same having been argued by counsel both orally and upon briefs submitted, and the Court having filed its opinion herein on September 17, 1941, and having

likewise made and filed its Findings of Fact and Conclusions of Law dated the 25th day of November, 1941:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

(1) That the defendants, The Univis Lens Company, Inc., The Univis Corporation, Jack R. Silverman, Myer H. Stanley, G. F. Stanley and N. M. Stanley, have not violated Section 1 or 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, in anyway with respect to the license contracts entered into between The Univis Corporation and wholesale distributor licensees or grinding and finishing retail licensees and the Bill of Complaint as to said license contracts be and the same hereby is dismissed.

(2) That the defendants, The Univis Lens Company, Inc., The Univis Corporation, Jack R. Silverman, Myer H. Stanley, G. F. Stanley and N. M. Stanley, have entered into contracts and agreements which violate 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 the said Univis Corporation entering into license agreements with non-grinding prescription and fitting optical retailers, which fix the price at which said retailers shall sell Univis multifocal lenses and otherwise control the activities of said non-grinding prescription and fitting retail licensees, and the Bill of Complaint as to said license contracts should be and the same hereby is sustained.

(3) That the provisions of each license agreement now in effect between the defendant The Univis Corporation and its non-grinding prescription and fitting optical retail licensees which prohibit or purport to prohibit the said licensees from selling Univis multifocal lenses to any purchaser except those designated by the defendants or any one of them, or which purport to fix a minimum price

for the Univis multifocal lenses or which otherwise control the activities of said non-grinding prescription and fitting retailers are illegal, null and void, and that the defendant The Univis Corporation shall forthwith cancel said contracts and give notice within sixty days from the date of this decree to each such non-grinding prescription and fitting retail licensee that said contract has been canceled and is not in effect.

(4) That the defendant corporations and their officers, agents, representatives and employees and each individual defendant be and they hereby are perpetually enjoined and restrained:

(a) From enforcing or attempting to enforce any provision in a license contract or any agreement between the defendant The Univis Corporation or between any other defendant and any non-grinding prescription and fitting optical retailer which prohibits or purports to prohibit the said retailer from selling Univis multifocal lenses to any purchaser except the purchasers designated by the defendant corporations or by the individual defendants or which fixes or purports to fix the price at which said non-grinding prescription and fitting retailer shall sell Univis multifocal lenses or which otherwise controls the activities of said non-grinding prescription and fitting retailers;

(b) From including in or enforcing any future contract or agreement with any non-grinding prescription and fitting optical retailer any provision which prohibits or purports to prohibit said non-grinding prescription and fitting retailer from selling Univis multifocal lenses to any purchaser except the purchasers designated by the defendant corporations or the individual defendants or which fixes the price to be charged by the said non-grinding prescription and fitting retailer in the sale of Univis multifocal lenses or which otherwise controls the activities of said non-grinding prescription and fitting retailer.

(5) That the defendants, The Univis Lens Company, Inc., The Univis Corporation, Jack R. Silverman, Myer

H. Stanley, G. F. Stanley and N. M. Stanley, by entering into fair trade agreements and contracts in addition to the license contracts of The Univis Corporation, have violated 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" by undertaking to establish retail price maintenance as to multifocal lenses which fix the minimum sales prices for Univis multifocal lenses, and the Bill of Complaint as to said fair trade resale price maintenance contracts should be and the same hereby is sustained.

6. That all fair trade resale price maintenance contracts under the trademarks of The Univis Lens Company now outstanding which purport to fix the minimum resale price for Univis multifocal lenses under the trademarks of The Univis Lens Company or which purport to designate or which designate the customers to whom Univis multifocal lenses shall be sold or which otherwise control the activities of wholesalers or retailers are illegal, null and void, and that the said defendant The Univis Lens Company shall forthwith cancel said fair trade resale price maintenance contracts and give due notice within sixty days from the date of this decree as to each such wholesaler and retailer that said fair trade resale price contract with each such wholesaler or retailer has been canceled and is of no effect, together with a true copy of this decree, but said cancellation of said fair trade resale price maintenance contracts shall not affect any of the provisions of the license contracts between The Univis Corporation and any such wholesale distributor licensee or grinding and finishing retail licensee.

(7) That the defendant corporations and their officers, agents, representatives and employees and each individual defendant be and they hereby are perpetually enjoined and restrained:

(a) From enforcing or attempting to enforce any fair trade resale price maintenance contract between the defendant The Univis Lens Company under its trademarks and any optical wholesaler or any optical

retailer which prohibits or purports to prohibit said wholesaler or retailer from selling Univis multifocal lenses to any customer or purchaser except those designated by the defendant The Univis Lens Company or which fixes or attempts to fix the minimum price to be charged by said wholesaler or retailer in the sale of Univis multifocal lenses or which otherwise controls the activities of said wholesaler or retailer, but said injunction shall have no effect or in any way relate to the provisions of the license contracts between The Univis Corporation and said wholesale distributors or grinding retail licensees.

(8) That the defendants, The Univis Lens Company, Inc., The Univis Corporation, Jack R. Silverman, Myer H. Stanley, G. F. Stanley and N. M. Stanley, have violated Sections 1 and 3 of the Act of Congress approved July 2, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies", by combining and conspiring among themselves to prevent and by preventing the Titmus Optical Company from manufacturing and distributing multifocal lenses or multifocal lens blanks and by combining and conspiring with licensed Univis wholesalers and licensed finishing retailers to prevent and by preventing the Titmus Optical Company from manufacturing and distributing multifocal lenses and multifocal lens blanks.

(9) That the defendant corporations and their officers, agents, representatives and employees and each individual defendant be and they hereby are perpetually enjoined and restrained:

(a) From entering into any combination, agreement or conspiracy among themselves to prevent the Titmus Optical Company or any other person or company from manufacturing and distributing multifocal lenses and multifocal lens blanks by threats of or refusing to purchase, by inducing others to refuse to purchase, or by compelling purchasers not to deal with such person or company;

(b) From entering into any combination, agree-

ment or conspiracy with optical wholesalers or optical retailers to exert pressure by threats of cancellation of orders, by cancellation of orders, or by inducing others to cancel orders upon the Titmus Optical Company or any other person or company in order to prevent said Titmus Optical Company or other person or company from manufacturing and selling multifocal lenses or multifocal lens blanks.

(10) It is further adjudged and decreed that nothing herein shall prevent the defendants from continuing their activities in connection with the licenses to optical wholesalers and finishing retailers pursuant to the Opinion of the Court and nothing herein shall prevent the defendants from proceeding with litigation under their patents in accordance with the patent laws of the United States.

(11) That jurisdiction of this cause is retained for the purpose of enabling any of the parties to this decree to apply to the Court at any time for such further orders and decrees as may be necessary or appropriate for the construction or carrying out of this decree, for modification or termination of any of the provisions thereof, for the enforcement or compliance therewith and for the punishment of violations thereof.

(12) That the costs of this action to be taxed shall be divided equally between the parties hereto.

(13) The injunction provided for hereinabove and all executory action under this decree shall not become effective or operative until sixty days from the date of the entry of this decree and in the event an appeal is prosecuted all injunctive and executory actions provided for herein shall be stayed and suspended pending the final disposition of such appeal, conditioned upon the defendants entering into an appeal bond in the amount of Two Hundred Fifty Dollars (\$250.00).

/s/ CLARENCE G. GALSTON

United States District Judge.

Dated this 25th day of November, 1941.