

CORRECTED COPY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- - - - -x
: UNITED STATES OF AMERICA, :
: :
: Plaintiff, : Civil Action No. 66-3118
: v. :
: :
: GENERAL ELECTRIC COMPANY, : Filed: February 22, 1974
: :
: Defendant. : (All time provisions to be measured
: from date of expiration of stay.)
- - - - -x Effective date: April 23, 1974

STIPULATION

IT IS HEREBY STIPULATED AND AGREED by and between
the plaintiff, The United States of America, and the defendant,
General Electric Company, by their respective attorneys, that
the effective date of the Final Judgment entered herein shall
be stayed from the date of entry of said Final Judgment until
one day after the last day on which an appeal from said Final
Judgment may be taken or, if an appeal be taken, until one
day after the filing in this Court of an order and judgment of
the Supreme Court of the United States dismissing the appeal
or affirming said Final Judgment, and that all provisions

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contained in said Final Judgment relating to time for compliance with the provisions thereof shall be measured from the date of expiration of the stay provided for herein.

Dated: New York, New York
Feb. 22 , 1974

Walter D. Murphy
Attorney,
Department of Justice
Washington, D.C. 20530

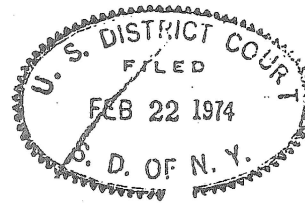
Sullivan & Cromwell
Attorneys for Defendant
General Electric Company,
48 Wall Street,
New York, New York 10005

SO ORDERED:

/s/ F. VAN PELT BRYAN
United States District Judge

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



- - - - - X
UNITED STATES OF AMERICA, :
Plaintiff, :
v. : CIVIL ACTION
GENERAL ELECTRIC COMPANY, : No. 66-3118
Defendant. :
- - - - - X

FINAL JUDGMENT

The Court having heard and considered oral arguments and having considered stipulations and exhibits in support of and in opposition to motions for summary judgment, and having granted plaintiff's motion for summary judgment, it is hereby, ORDERED, ADJUDGED AND DECREED as follows.

I

This Court has jurisdiction over the parties and the subject matter of this action. The agreements employed by defendant, General Electric Company, under its agency consignment system for the marketing and distribution of its large lamps, to the extent that they provide for the determination and control by the defendant of the wholesale and retail prices of its large lamps sold by consignment agents, are found and declared now to be in violation of Sections 1 and 3 of the Sherman Act (15 USC §1 and §3).

II

General Electric has relied in good faith upon prior

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decisions of the Supreme Court of the United States and the United States District Court for the District of New Jersey in favor of General Electric on the question now decided against it. As between the parties, this Final Judgment shall have prospective application only.

III

As used herein:

(A) "Person" means any individual, partnership, corporation, firm, or any other legal or business entity.

(B) "Consignment agent" means any person other than defendant who operates a wholesale or retail establishment and as agent for defendant, out of stocks held by him on consignment from defendant, sells or consigns large lamps.

(C) "Large lamps" means defendant's incandescent, fluorescent and other lamps of the sizes, types or classes heretofore or hereafter listed in defendant's large lamp price schedules.

(D) "Defendant" means General Electric Company.

IV

The provisions of this Final Judgment shall apply to defendant, its officers, directors, employees, subsidiaries, successors and assigns, all of whom together with General Electric shall be deemed one "person" for purposes of this Final Judgment; and to all persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

V

Upon the expiration of one hundred and twenty (120) days after the effective date of this Final Judgment defendant is enjoined and restrained from directly or indirectly:

(A) entering into, adhering to, enforcing or claiming, or maintaining any right under any contract, agreement, understanding, plan or program with any consignment agent to fix, establish, limit or restrict prices at which, or terms or conditions under which, large lamps may be sold or consigned by any consignment agent;

(B) selling, supplying or consigning, or offering to supply, sell, or consign large lamps to any consignment agent or prospective consignment agent upon any condition or understanding that fixes, establishes, limits or restricts prices at which, or terms or conditions under which, any consignment agent or prospective consignment agent may sell or consign large lamps;

(C) publishing, issuing, or disseminating in any price lists, catalogs, bulletins, or announcements prices at which any consignment agent should sell, advertise, or consign large lamps, unless such material contains a statement in easily legible type in substance that such prices are suggested only and that any consignment agent is free to sell, advertise or consign large lamps at prices of his choice.

VI

Defendant is ordered and directed within one hundred and twenty (120) days after the effective date of this Final Judgment:

(A) to take all necessary action to effect the cancellation of each provision of every contract, agreement,

or understanding between the defendant and any consignment agent which is contrary to or inconsistent with any provision of this Final Judgment; and

(B) to mail to each consignment agent with whom defendant has a written contract containing any provision referred to in the foregoing paragraph (A), a written notice that each such provision in the consignment agent's contract is cancelled by defendant and that such consignment agent is henceforth free to determine according to its own judgment and discretion the prices at which it will make sales of such large lamps.

VII

(A) Nothing contained in this Final Judgment shall prevent or be deemed to prohibit the defendant from lawfully exercising such rights, if any, as it may have arising under the Miller Tydings Act, the McGuire Act or the Webb-Pomerene Act.

(B) The provisions of this Final Judgment shall not apply to activities of defendant outside the United States unless they directly or substantially affect the foreign or domestic commerce of the United States.

(C) The provisions of Section V of this Final Judgment shall not be deemed to prohibit the defendant from using the services of its consignment agents in supplying large lamps pursuant to any contract entered into between defendant directly and any person where such person is buying large lamps, at a price established by such contract, for its own use and not for resale.

VIII

One hundred and eighty (180) days from the effective

date of this Final Judgment, the defendant is ordered to file with the plaintiff a report setting forth the steps which it has taken to advise the defendant's appropriate officers, directors and employees of its and their obligations under this Final Judgment.

IX

For a period of one year from the effective date of this Final Judgment, for the purpose of determining or securing compliance with this Final Judgment, and for no other purpose, 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 defendant, made to its principal office, be permitted, subject to any legally recognized privilege, (A) access during the office hours of defendant, who may have counsel present, to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession of or under the control of the defendant relating to any matters contained in this Final Judgment, and (B) subject to the reasonable convenience of defendant, and without restraint or interference from it to interview directors, officers, or employees of the defendant, who may have counsel present, regarding any such matters; and upon such request, defendant shall submit such reports in writing, under oath if so requested, to the Department of Justice with respect to any of the matters contained in this Final Judgment as may from time to time be requested. No information obtained by the means provided in this Section IX shall be divulged by any representative of the Department of Justice to any person, other than a duly authorized repre-

sentative of the Executive Branch of plaintiff, except in the course of legal proceedings to which the United States of America is a party for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

X

Jurisdiction of this cause is retained for the purpose of enabling any of the parties to this Final Judgment to apply to the 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 for the punishment of any violation thereof.

February 22, 1974
Dated

Frederick D. Brown
UNITED STATES DISTRICT JUDGE

JUDGMENT ENTERED FEB 22 1974

Raymond F. Burghardt
Clerk

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A TRUE COPY
RAYMOND F. BURGHARDT, Clerk

By Ed D. [Signature]
Deputy Clerk