

order to stifle competition conferred with and discussed with optometrists, who had been contacted by the plaintiffs for the purpose of associating such persons or undertaking to enter into an employment arrangement with them, and informed such persons that their licenses to practice optometry in the District of Columbia would be jeopardized and revoked, if they accepted association or employment with the plaintiffs. The defendants also informed certain persons who had successfully passed and were otherwise entitled to licenses to practice optometry in the District of Columbia that re-examination of such persons' papers would be made which might result in a change of grading of their papers so that they would not have passed said examination if such persons associated themselves with or accepted employment from the plaintiffs. The defendants also promised other persons, with whom the plaintiffs were seeking to arrange for their employment or association with them, to procure good jobs for such persons if they refrained from working for the plaintiffs. In furtherance of the course of conduct pursued by the defendants, on several occasions they caused an employee of the plaintiffs to be forcefully, wrongfully, and unjustly arrested and prosecuted in the Criminal Division of the Municipal Court, notwithstanding that the defendants well knew the employee so arrested had committed no offense and the purpose for the arrest, caused and directed by the defendants, was to embarrass the plaintiffs and cause the plaintiffs unfavorable publicity and to harass the plaintiffs and to frighten and intimidate optometrists from accepting employment or association with the plaintiffs in the conduct of the plaintiffs' business in the District of Columbia.

By reason of the wrongful conduct of the defendants and of the matters complained of herein the plaintiffs' business has been seriously impaired by reason of their inability to adequately and fully staff their said office in the District of Columbia. The plaintiffs have sustained and continue to sustain a considerable loss of business because of the conduct of the defendants and the persistence of the defendants in pursuing and continuing to pursue their course of harassing the plaintiffs, of stifling competition, and of preventing persons from accepting employment or association with the plaintiffs. The conduct of the defendants have caused and will cause immediate and irreparable damage not adequately compensable by the payment of damages.

WHEREFORE the plaintiffs demand judgment as follows:

1. That a temporary and permanent injunction issue restraining and enjoining the defendants and each of them from interfering and unlawfully and wrongfully injuring the plaintiffs in their ability to earn their livelihood and from interfering with persons seeking to associate with or accepting employment from the plaintiffs.
2. That damages, both compensatory and punitive, be awarded the plaintiffs against the defendants and each of them.
3. That the plaintiffs recover treble damages for the injuries and damages which they have sustained to their business and property under the Sherman Antitrust Act and the Clayton Act.
4. That judgment be entered against the defendants in the sum of Seventy-Five Thousand Dollars (\$75,000.00) damages together with reasonable attorneys fees and costs and disbursements of this action.
5. And for such other and further relief as may appear appropriate and just.

SCHWARTZ & FRIEDMAN.

STERLING OPTICAL CORP.,
Washington, D.C., February 1964.

DEAR STUDENT: Because you attend a Washington area school, you are eligible for Sterling Optical's new student plan for the fitting of Contact Lenses.

The plan is simple: It is based on the fact that students in your age group are:

1. Most receptive to the idea of changing from spectacles to modern Contact Lenses, and
2. Most valuable to Sterling Optical in public relations manner.

Because of these two factors, we have found it to be less time consuming to fit students with Contact Lenses. There is more psychological acceptance to Contact Lenses in people of your age group. This eliminates a time consuming factor which may be found in fitting other individuals.

Sterling's student plan offers a ten percent reduction to all students who come to Sterling Optical's Contact Lens information center in groups of three or more.