UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,	)	
Plaintiff,	)	
v.	)	Civil No. 01-02062 (GK)
COMPUTER ASSOCIATES INTERNATIONAL, INC.; and PLATINUM *TECHNOLOGY* INTERNATIONAL, *INC*.,	)	
Defendants.	)	

FINAL JUDGMENT

WHEREAS, Plaintiff United States of America filed its Complaint on September 28, 2001, alleging that Defendants Computer Associates International, Inc. ("CA") and Platinum *technology* International, *inc*. ("Platinum") violated Section 1 of the Sherman Act (15 U.S.C. § 1), and Section 7A of the Clayton Act (15 U.S.C. § 18(a)), commonly known as the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "HSR Act"), and Plaintiff and Defendants, by their respective attorneys, have consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law, and without this Final Judgment constituting any evidence against, or any admission by, any party regarding any such issue of fact or law;

AND WHEREAS Defendant CA agrees to be bound by the provisions of this Final Judgment pending its approval by the Court;

NOW, THEREFORE, before any testimony is taken, and without trial or adjudication of any issue of fact or law, and upon the consent of the parties, it is ORDERED, ADJUDGED AND DECREED:

I. JURISDICTION

This Court has jurisdiction over the subject matter of and each of the parties to this action. The Complaint states claims upon which relief may be granted against Defendants under Section 1 of the Sherman Act (15 U.S.C. § 1), and Section 7A of the Clayton Act (15 U.S.C. § 18a).

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II. DEFINITIONS

As used in this Final Judgment:

(A) "Agreement" means any agreement, understanding or plan, formal or informal, written or unwritten.

(B) "Bid" means any bid, offer, or proposal, formal or informal, written or unwritten, to sell, lease, license, or otherwise supply any product or service, including, but not limited to, any such bid, offer, or proposal to renew, extend or otherwise revise any existing contract to provide any product or service.

(C) "Bid information" means all information relating to any bid, including the names of prospective customers and the prices, terms or other conditions of sale.

(D) "CA" means Defendant Computer Associates International, Inc., and its parents, subsidiaries (including Platinum *technology* International, *inc*.), successors and assigns, directors, officers, managers, agents, and employees, and any other person acting for, on behalf of, or under the control of them.

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

(F) "Pre-consummation period" means the period of time between the signing of an agreement to acquire, directly or indirectly, any voting securities or assets of another person, and the earlier of the expiration or termination of the waiting period under the HSR Act or the closing of the acquisition transaction.

III. APPLICABILITY

This Final Judgment applies to CA, including each of its directors, officers, managers, agents, employees, parents, subsidiaries, successors and assigns, and to all other persons in active concert or participation with any of them who have received actual notice of this Final Judgment by personal service or otherwise.

IV. PROHIBITED CONDUCT

CA is enjoined, directly or indirectly, from entering into, maintaining or enforcing any agreement with an acquiring or to-be-acquired person that, during the pre-consummation period:

(A) establishes any price or discount for any product or service of the other party to be purchased, used or re-sold in the United States;

(B) grants to one party to the transaction the right to negotiate, approve or reject any bid or customer contract for any product or service of the other party to be purchased, used or re-sold in the United States; and

(C) requires a party to provide bid information to the other party for any product or service to be purchased, used or re-sold in the United States.

V. PERMITTED CONDUCT

Nothing in Section IV shall prohibit CA and another party to a contemplated or proposed acquisition from:

(A) agreeing that the to-be-acquired person during the pre-consummation period shall continue to operate in the ordinary course of business consistent with past practices;

(B) conditioning the transaction on a requirement that the to-be-acquired person during the pre-consummation period not engage in conduct that would cause a material adverse change in the business;

(C) agreeing that the to-be-acquired person during the pre-consummation period shall not offer or enter into any contract that grants any person enhanced rights or refunds upon the change of control of the to-be-acquired person;

(D) agreeing that either party may conduct reasonable and customary due diligence prior to closing the transaction, and conducting such due diligence. However, if CA and the other party are competitors for any service or product that is the subject of any pending bids, a party may obtain pending bid information of the other party for purposes of due diligence only to the extent that bids are material to the understanding of the future earnings and prospects of the other party and only pursuant to a non-disclosure agreement. This non-disclosure agreement must limit use of the information to conducting due diligence and must also prohibit disclosure of any such information to any employee of the party receiving the information who is directly involved in the marketing, pricing or

sales of any product or service that is the subject of the pending bids;

(E) submitting a joint bid to a customer where the joint bid would be lawful in the absence of the planned acquisition; and

(F) entering into an agreement where CA and the other party to the transaction are or would be in a buyer/seller relationship and the agreement would be lawful in the absence of the planned acquisition.

VI. COMPLIANCE

(A) CA shall maintain an antitrust compliance program which shall include designating, within thirty (30) days of entry of this order, an Antitrust Compliance Officer with responsibility for achieving compliance with this Final Judgment. The Antitrust Compliance Officer shall, on a continuing basis, supervise the review of current and proposed activities to ensure compliance with this Final Judgment. The Antitrust Compliance Officer shall be responsible for accomplishing the following activities:

(1) distributing within forty-five (45) days of entry of this Final Judgment, a copy of this Final Judgment to each current officer and director, and each employee, agent or other person who has responsibility for or authority over mergers and acquisitions;

(2) distributing in a timely manner a copy of this Final Judgment to any officer, director, employee or agent who succeeds to a position described in Section VI (A)(1);

(3) obtaining within forty-five (45) days from the entry of this Final Judgment, and annually thereafter, and retaining for the duration of this

Final Judgment, a written certification from each person designated in Sections VI(A)(1) & (2) that he or she: (a) has received, read, understands, and agrees to abide by the terms of this Final Judgment; (b) understands that failure to comply with this Final Judgment may result in conviction for criminal contempt of court; and (c) is not aware of any violation of the Final Judgment; and

(4) providing a copy of this Final Judgment to each merger partner before the initial exchange of a letter of intent, definitive agreement or other agreement of merger.

(B) Within sixty (60) days of entry of this Final Judgment, CA shall certify to Plaintiff that it has (1) designated an Antitrust Compliance Officer, specifying his or her name, business address and telephone number; and (2) distributed the Final Judgment in accordance with Section VI (A) (1).

(C) For the term of this Final Judgment, on or before its anniversary date, CA shall file with Plaintiff an annual statement as to the fact and manner of its compliance with the provisions of Sections IV and VI.

(D) If any CA director or officer or the Antitrust Compliance Officer learns of any violation of this Final Judgment, CA shall within three (3) business days take appropriate action to terminate or modify the activity so as to assure compliance with this Final Judgment, and shall notify the Plaintiff of any such violation within ten (10) business days.

VII. PLAINTIFF'S ACCESS AND INSPECTION

(A) For the purpose of determining or securing compliance with this Final Judgment,

and subject to any legally recognized privilege, duly authorized representatives of the United States Department of Justice shall, upon written request of a duly authorized representative of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to CA, be permitted:

(1) access during CA's office hours to inspect and copy or at Plaintiff's option, to require CA to provide copies of all records and documents in its possession or control relating to any matters contained in this Final Judgment; and

(2) to interview, either informally or on the record, CA's directors, officers, employees, agents or other persons, who may have their individual counsel present, relating to any matters contained in this Final Judgment. The interviews shall be subject to the reasonable convenience of the interviewee and without restraint or interference by CA.

(B) Upon written request of a duly authorized representative of the Assistant Attorney General in charge of the Antitrust Division, CA shall submit written reports, under oath if requested, relating to any of the matters contained in this Final Judgment as may be requested.

(C) No information or documents obtained by the means provided in this section shall be divulged by the Plaintiff to any person other than an authorized representative of the executive branch of the United States, except in the course of legal proceedings to which the United States is a party (including grand jury proceedings), or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

(D) If, at the time information or documents are furnished by CA to Plaintiff, CA

represents and identifies in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(7) of the Federal Rules of Civil Procedure, and CA marks each pertinent page of such material, "Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then the United States shall give ten (10) calendar days' notice prior to divulging such material in any legal proceeding (other than a grand jury proceeding) to which CA is not a party.

VIII. CIVIL PENALTY

Judgment is hereby entered in this matter in favor of Plaintiff, United States of America, and against Defendants, CA and Platinum, and, pursuant to Section 7A(g)(1) of the Clayton Act, 15 U.S.C. § 18a(g)(1), the Debt Collection Improvement Act of 1996, Pub. L. 104-134, § 31001(s) (amending the Federal Civil Penalties Inflation Adjustment Act of 1990, 28 U.S.C. § 2461), and Federal Trade Commission Rule 1.98, 16 C.F.R. § 1.98, 61 Fed. Reg. 54549 (Oct. 21, 1996), Defendants are hereby ordered jointly and severally to pay a civil penalty in the amount of six hundred and thirty eight thousand United States dollars (US $638,000). Payment shall be made by wire transfer of funds to the United States Treasury through the Treasury Financial Communications System or by cashier's check made payable to the Treasurer of the United States and delivered to Chief, FOIA Unit, Antitrust Division, Department of Justice, Liberty Place, 325 7th Street, N.W., Suite 200, Washington, D.C. 20530. Defendants shall pay the full amount of the civil penalties within thirty (30) days of the entry of this Final Judgment. In the event of a default in payment, interest at the rate of eighteen (18) percent per annum shall accrue thereon from the date of default to the date of payment. The portion of the Final Judgment requiring the payment of civil penalties for violation of Section 7A of the Clayton Act

is not subject to the Antitrust Procedures and Penalties Act ("APPA"), 15 U.S.C. § 16(b)-(h)).

IX. RETENTION OF JURISDICTION

This Court retains jurisdiction to enable any party to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify or terminate any of its provisions, to enforce compliance, and to punish any violations of its provisions.

X. EXPIRATION OF FINAL JUDGMENT

Unless extended by this Court, this Final Judgment shall expire ten years from the date of its entry.

XI. COSTS

Each party shall bear its own costs of this action.

XII. PUBLIC INTEREST DETERMINATION

Entry of this Final Judgment is in the public interest.

DATED: _____

Court approval subject to
the Antitrust Procedures and
Penalties Act, 15 U.S.C. § 16.

_____
United States District Judge

Parties Entitled to Notice of Entry of Order

Counsel for the United States

Renata B. Hesse, Esq.
James J. Tierney, Esq.
U.S. Department of Justice
Antitrust Division
Networks and Technology Section
600 E. Street, N.W.
Suite 9500
Washington, D.C. 20530
Tel: 202/307-0797
Fax: 202/616-8544

Counsel for Computer Associates International, Inc. and Platinum *technology* International, *inc*.

Richard L. Rosen, Esq.
Arnold & Porter
555 Twelfth Street, N.W.
Washington, D.C. 20004-1206
Tel: 202/942-5499
Fax: 202/942-5999