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UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

at \_\_\_\_\_ o'clock \_\_\_\_\_ M  
CLERK OF COURTS  
U. S. District Court, N.D.O.

FILED

MAR 14 9 47 AM '89

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
TRW INC.,  
  
Defendant.

C88-4253

Civil No.

JUDGE MANOS

FINAL JUDGMENT

WHEREAS, plaintiff, United States of America, having filed its Complaint herein on November 17, 1988 and plaintiff and defendant, by their respective attorneys, having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein and without this Final Judgment constituting any evidence against or an admission by any party with respect to any such issue;

AND WHEREAS, the defendant has agreed to be bound by the provisions of this Final Judgment pending its approval by the Court;

AND WHEREAS, prompt and certain remedial action, to ensure that the defendant's acquisition of Chilton does not reduce the number of firms competing in the sale of consumer credit

reports in overlap areas, or otherwise lessen competition in those markets, is the essence of this agreement; AND WHEREAS, the defendant has represented to the plaintiff that the remedial action required below can be made and that defendant will later raise no claims of financial hardship or any other difficulty as grounds for asking the Court to modify any of the provisions contained below;

NOW, THEREFORE, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, and upon consent of the parties hereto, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

I.

This Court has jurisdiction of the subject matter of this action and of each of the parties hereto. The Complaint states a claim upon which relief may be granted against defendant under Section 7 of the Clayton Act, as amended (15 U.S.C. § 18).

II.

As used in this Final Judgment:

A. "TRW" means defendant TRW Inc., each subsidiary or division thereof, and each officer, director, employee, agent, or other person acting for or on behalf of any of them. TRW shall include the Chilton Corporation and any of its assets after such time as TRW acquires a majority of the voting stock of Chilton Corporation.

B. "Chilton" means Chilton Corporation, each subsidiary or division thereof, and each officer, director, employee, agent, or other person acting for or on behalf of any of them.

C. "Consumer credit report" means a compilation of consumer credit information supplied to a credit grantor or other person at their request.

D. "Consumer credit file" means an organized collection of consumer credit information records stored in and retrievable from a computer storage medium.

E. "Consumer credit information" means information relating to the credit worth, financial responsibility or paying habits of any consumer purchaser or proposed consumer purchaser of goods or services on credit.

F. "Copy of consumer credit files" means an electronically reproduced complete copy, in machine readable format, of the compilation of credit information, concerning individuals having a current address within a particular overlap area, stored in and retrievable from either TRW Credit Data's or Chilton's electronic data processing system, immediately prior to the date the data transfer process is completed, no matter how or by whom such information was collected.

G. "Data transfer process" means the process of producing and transferring a complete copy of the consumer credit files for an overlap area, or the data to compile such consumer



credit files, from the electronic data processing system of either TRW Credit Data or Chilton, as the case may be, to a purchaser. The data transfer process for an overlap area shall be considered completed when the designated copy of consumer credit files has been transferred to the purchaser in a form required by the purchase contract, or, in the event of a dispute between the defendant and purchaser, when plaintiff has been satisfied that the data transfer process has been completed.

H. "Network services" means the computerized storage, updating, and retrieval of consumer credit information and the provision of consumer credit information from such computerized storage base to credit bureaus.

I. "Overlap affiliates" means the entities listed below. Also set out below are the dates on which the current terms of their contracts for network service expire. Their marketing areas are set out in Attachment I.

<u>Affiliate</u>	<u>Termination Date</u>
Credit Data of Hawaii, Inc. Honolulu, Hawaii	4/30/89
Credit Data of Central Massachusetts, Inc. Framingham, Massachusetts	7/10/89
Credit Data of Rhode Island, Inc. Pawtucket, Rhode Island	5/22/89
Credit Bureau of Albuquerque, Inc. Albuquerque, New Mexico	11/1/89

Credit Bureau of Santa Fe, Inc.  
Santa Fe, New Mexico

11/1/89

Credit Bureau Services  
of New Hampshire, Inc.  
Manchester, New Hampshire

7/1/90

Rochester Credit Center, Inc.  
Rochester, New York

6/1/90

J. "Overlap area" means each of the geographic areas defined by U.S. Postal Service zip codes set forth in Attachments II and III.

K. "Person" means any natural person, corporation, association, firm, partnership or other legal entity.

### III.

A. The provisions of this Final Judgment shall apply to the defendant, to each of its successors and assigns, and to all other persons in active concert or participation with any of them who shall have received actual notice of this Final Judgment by personal service or otherwise.

B. Nothing herein contained shall suggest that any portion of this Final Judgment is or has been created for the benefit of any third party and nothing herein shall be construed to provide any rights to any third party.

### IV.

A. Unless such notice has already been provided, TRW is ordered and directed to provide written notice to overlap affiliates of its intent to terminate contracts relating to the sale of network services for the marketing areas set forth in Attachment I at the conclusion of such contracts' current term.

B. TRW is enjoined and restrained from renewing or extending any existing contract with an overlap affiliate relating to the sale of network services for any marketing area set forth in Attachment I, without the consent of plaintiff.

C. TRW is enjoined and restrained from entering into any new contract to provide network services to any overlap affiliate for any marketing area set forth in Attachment I for a period of five (5) years from the date of entry of this Final Judgment.

D. After the provision of notice required in Section IV. A., TRW is further enjoined and restrained from refusing to allow or acting materially to inhibit overlap affiliates from terminating their contractual obligations to TRW, or from entering into a new contract with any other person, with respect to the purchase of network services for any marketing area set forth in Attachment I. TRW may, however, assert contractual rights to preserve current relationships with Credit Data of Hawaii, Inc., Credit Data of Central Massachusetts, Inc., and Credit Data of Rhode Island, Inc. for a period of six (6) months from the date this Final Judgment is entered.

E. TRW is enjoined and restrained for a period of five (5) years from the date of entry of this Final Judgment from directly or indirectly acquiring any overlap affiliate without the consent of plaintiff.



V.

A. (1) TRW, having entered into agreements to sell a copy of the consumer credit files maintained on TRW Credit Data's electronic data processing system for each of the geographic areas identified in Attachment II of this Final Judgment, is hereby ordered and directed to take all reasonable steps to consummate such agreements and to provide the purchasers such information, services, or assistance as are reasonably required to complete the data transfer process.

(2) TRW, having entered into an agreement to sell a copy of the consumer credit files maintained on Chilton's electronic data processing system for each of the geographic areas identified in Attachment III of this Final Judgment, is hereby ordered and directed to take all reasonable steps to consummate such agreement and to provide the purchaser such information, services, or assistance as are reasonably required to complete the data transfer process.

B. TRW shall take all reasonable steps to complete the data transfer process in accordance with the agreement it has with each purchaser no later than one hundred twenty (120) days after the entry of this Final Judgment.

C. With the consent of plaintiff, the period in which the data transfer process is to be completed may be extended for up to sixty (60) days.

D. Copies of consumer credit files will be provided to the purchaser in a format that is agreeable to TRW and the purchaser.

E. Upon the request of a purchaser, TRW shall use all reasonable efforts to provide in an expedient manner such information as the purchaser may reasonably request, at any time up to sixty (60) days following the completion of the data transfer process, in connection with a purchase and transfer of a copy of consumer credit files in an overlap area, subject to reimbursement by the purchaser of TRW's reasonable expenses incurred in connection therewith.

F. TRW shall provide plaintiff notice when the data transfer process has been completed with respect to each overlap area.

G. If TRW is unable to complete a data transfer process for an overlap area to a person with whom it currently has a contract for sale of a copy of consumer credit files, TRW shall transfer a copy of the consumer credit files for that overlap area to a person as to whom plaintiff is satisfied that (i) the transfer is for the purpose of enabling the transferee to compete in the sale of consumer credit reports in the overlap area, (ii) the transferee currently has the managerial,



operational, technical, and financial capability to compete in the sale of consumer credit reports, and (iii) the transfer will not adversely affect competition in any overlap area. TRW shall not finance all or any part of the purchase of a copy of the consumer credit files without the consent of plaintiff.

VI.

Thirty (30) days from the date of entry of this Final Judgment and every thirty (30) days thereafter until the data transfers required by Section V have been completed, TRW shall submit to the plaintiff a written report setting forth in detail the fact and manner of compliance with Section V of this Final Judgment. TRW shall maintain full records of all efforts made to transfer copies of the consumer credit files in the overlap areas pursuant to Section V.A. and to sell and transfer copies of the consumer credit files in the overlap areas pursuant to Section V.G.

VII.

A. For each overlap area, TRW shall maintain a complete copy of the consumer credit files to be sold and shall follow its usual business practices to ensure that the consumer credit information in the copy of the consumer credit files to be sold is current and up-to-date at the time of the data transfer process.

B. TRW shall not take any action that would materially jeopardize the sale or transfer of a copy any consumer credit file to be sold pursuant to the terms of this Final Judgment.

C. TRW shall not take any action that would materially jeopardize the operation of any overlap affiliate.

#### VIII.

If the data transfer process for any overlap area has not been completed within one hundred twenty (120) days of entry of this Final Judgment (or such longer period if the period for completion of the data transfer process has been extended by Plaintiff pursuant to Section V.C.), TRW shall file with the Court, within seven days of the date the data transfer process was to have been completed, a report setting forth its efforts to complete the data transfer process and explaining why the data transfer process has not been completed. TRW and Plaintiff may recommend to the Court any further orders to be entered. The Court shall enter such orders as it shall deem appropriate to accomplish the purpose of this Final Judgment, including appointment of an agent to sell copies of the consumer credit files in any overlap area for which the data transfer process has not been completed.

#### IX.

For the purpose of determining or securing compliance with this Final Judgment, and subject to any legally recognized privilege, from time to time:

A. 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 offices, be permitted:

- (1) Access during office hours of defendant to inspect and copy all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of defendant, who may have counsel present, relating to any matters contained in this Final Judgment; and
- (2) Subject to the reasonable convenience of defendant and without restraint or interference from it, to interview officers, directors, employees, agents, or other persons acting for or on behalf of defendant, who may have counsel present, regarding any such matters.

B. Upon the written request of the Attorney General or of the Assistant Attorney General in charge of the Antitrust Division, made to defendant's principal office, defendant shall submit such written reports, under oath if requested, with respect 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 IX. shall be divulged by any representative of the Department of Justice to any person other than a duly 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 defendant to plaintiff, defendant 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 defendant marks each pertinent page of such material, "Subject to claim of privilege under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then ten (10) days notice shall be given by plaintiff to defendant prior to divulging such material in any legal proceedings (other than grand jury proceedings) to which defendant is not a party.

X.

Jurisdiction is retained by this Court for the purpose of enabling plaintiff and the defendant to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction, implementation, or modification of any of the provisions of this Final Judgment, for the enforcement of compliance herewith, and for the punishment of any violations hereof.

XI.

This Final Judgment will expire on the fifth anniversary of its entry by the Court.

XII.

Entry of this Final Judgment is in the public interest.

John M. Manos  
UNITED STATES DISTRICT JUDGE

Dated: 3/14/89

ATTACHMENT I  
Affiliate Marketing Areas

Credit Data of Hawaii, Inc., Honolulu, Hawaii

All zip codes within the state of Hawaii.

Credit Data of Central Massachusetts, Inc., Framingham, Mass.

Zip codes 01005-01006, 01031, 01037, 01068, 01074, 01083, 01094, 01331, 01366, 01368, 01374, 01420, 01430-01433, 01436-01438, 01440, 01450-01453, 01460, 01462-01469, 01472-01473, 01475, 01477, 01501, 01503-01510, 01515-01520, 01522-01527, 01529-01532, 01534-01543, 01545, 01549-01550, 01560-01562, 01564-01566, 01568-01570, 01581, 01583, 01585-01588, 01590, 01601-01613, 01701, 01719-01721, 01730-01731, 01740-01742, 01745-01749, 01752, 01754, 01756-01757, 01760, 01770, 01772-01773, 01775-01776, 01778, 01780, 01784, 01803, 01821, 01824, 01826-01827, 01850-01854, 01863, 01876, 01879, 01886-01887, 02019, 02030, 02038, 02052-02054, 02056, 02154, 02158-02167, 02173, 02181, and 02192-02194 within the state of Massachusetts.

Credit Data of Rhode Island, Inc., Pawtucket, Rhode Island

All zip codes within the state of Rhode Island.

Credit Bureau of Albuquerque, Inc., Albuquerque, New Mexico

Zip codes 87034, 87100-87125, 87154, 87174, 87176, 87184, 87185, 87190-92, 87194-96, 87001, 88312-88313, 88020, 87820, 88022, 88210, 87410, 87002, 88111, 87004, 87815, 87412-13, 87005, 87006, 87068, 87310, 88112, 88025, 88103, 88316, 88213, 88220-21, 88301, 87007, 88113, 87008, 87009, 87311, 87011, 88028, 87070, 88101, 88029, 87312, 88318, 87048, 87018, 88114, 87014, 87932, 87821, 88230, 88115, 88319, 87934, 88320, 87015, 88116, 88321, 87016, 88231, 87401, 87499, 87315, 87415, 88118, 88322, 88323, 88119, 87316, 87416, 87301, 87317, 88038, 88324, 88423, 88039, 88120, 87020, 88232, 88240-41, 88335, 88336, 88250, 88121, 88251, 87022, 88252, 87023, 88122, 87417, 87418, 87026, 87028, 88253, 88254, 87823, 88338, 88123, 88255, 88426, 87031, 88256, 88260, 87824, 87825, 88263, 88264, 88427, 88262, 88124, 87319, 87320, 87021, 88125, 88050, 87939, 88265, 87035, 87036, 88051, 87037, 87328, 87419, 87038, 88341, 88266, 87040, 88126, 87042, 88343, 87827, 87043, 88009, 87828, 88130, 87045, 88433, 87829, 87321, 88055, 87046, 87322, 87830, 88132, 88201-02, 88345, 88346, 88133,



ATTACHMENT I (continued)

87831, 87832, 87049, 88434, 87050, 88348, 87051, 87053, 87047, 87052, 87055, 87420, 87801, 87056, 88134, 87057, 88267, 88135, 87323, 88350, 87059, 88351, 87324, 87325, 87060, 88401, 88064, 87326, 88353, 87062, 87421, 88268, 87063, 87943, 88136, and 87327 within the state of New Mexico.

Credit Bureau of Santa Fe, Inc., Santa Fe, New Mexico

Zip codes 87539 through 87753, inclusive, and 88410 through 88441, inclusive, except zip codes 88423, 88426, 88427, 88433, and 88434, in the state of New Mexico.

Credit Bureau Services of New Hampshire, Inc., Manchester, N.H.

All zip codes within the state of New Hampshire.

Rochester Credit Center, Inc., Rochester, New York

Zip codes 13065, 13143, 13146, 13148, 13154, 13165, and 14001 through 14787, inclusive, except zip codes 14029, 14529, 14572, 14707-14709, 14711, 14713-14715, 14717, 14721, 14727, 14735, 14739, 14744, 14745, 14754, 14765, 14774, 14776, 14777, and 14786. In addition, zip codes 14837, 14842, 14846, 14847, 14860 and 14863 in the state of New York.

ATTACHMENT II  
Overlap Areas

1. Zip codes 80000 through 81699, inclusive, in the state of Colorado.
2. All zip codes within the state of Connecticut.
3. Zip codes 77000-78612, 78614, 78616, 78618, 78622-78626, 78629-78633, 78635-78639, 78643-78663, 78665, 78667-78675, 78677-78679, and 78682-78699 in the state of Texas.
4. Zip codes 75000-76500, 76529, 76531-76532, 76555-76556, 76575, 76581-76620, 76629, 76688, 76700, 76800-76843, 76845-76852, 76854-76876, 76878-76950, 76952-76999, 79200-79299, 79500-79510, and 79512-79699 in the state of Texas.

ATTACHMENT III  
Overlap Areas

1. All zip codes within the state of Arizona.
2. Zip codes 01700 through 02799, inclusive, except zip codes 01718, 01719, 01720, 01740, 01745, 01747, 01749, 01752, 01754, 01756, 01757, 01772, and 01775 in the state of Massachusetts.
3. Zip codes 01000 through 01399, inclusive, except zip codes 01005, 01006, 01010, 01031, 01037, 01057, 01068, 01069, 01074, 01081, 01082, 01083, 01092, 01094, 01331, 01364, 01366, 01368, 01372, 01374, 01379, and 01380, in the state of Massachusetts.
4. Zip codes 48000 through 48399, inclusive, except zip codes 48003, 48029, 48116, 48137, 48139, 48143 and 48169 in the state of Michigan. In addition, zip codes 48442, 48462, 48667, and 49000 through 49299, inclusive, except 49021, 49060, 49076, 49096, 49251, 49264, 49285, 49010, 49035, 49046, 49050, 49058, 49070, 49078, and 49080 in the state of Michigan.
5. Zip codes 12010, 12025, 12032, 12078, 12095, 12108, 12117, 12134, 12139, 12164, 12190, 12589, 12812, 12842, 12847, 12864, 12922, 12926, 12927, 12938, 12940, 12949, 12965, 12967, 12973, and 12986. In addition, zip codes 13020 through 13999, inclusive, except 13053, 13062, 13068, 13073, 13732, 13734, 13736, 13743, 13811, 13812, 13827, 13835, 13840, 13845, 13864, 13065, 13143, 13146, 13148, 13154, and 13165, in the state of New York.