

Lit. 3  
60-293 12  
BB 1554

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 2259-60
	)	
CENTRAL CHARGE SERVICE, INC.,	)	Filed: March 19, 1962
	)	
Defendant.	)	

FINAL JUDGMENT

The plaintiff, United States of America, having filed its complaint herein on July 18, 1960, the defendant, Central Charge Service, Inc., having appeared and filed its answer to such complaint denying the substantive allegations thereof; and the parties hereto, 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 admission by any of the parties hereto with respect to any such issue;

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 hereof and of the parties hereto. The complaint states claims upon which relief may be granted under Section 3 of the Act of Congress of July 2, 1890, entitled "An act to protect trade and commerce from unlawful restraints and monopolies," commonly known as the Sherman Act, as amended.

II

As used in this Final Judgment:

(A) "Defendant" means Central Charge Service, Inc., a corporation organized and existing under the laws of the State of Delaware;

CIV. 2259-60

(B) "Member merchant" means a person who has contracted with a credit company for participation in a central credit service plan;

(C) "Customer" means a person who uses charge account facilities made available at retail stores affiliated with a credit company offering a central credit service plan;

(D) "Central credit service plan" means a service offered by credit companies to member merchants and customers pursuant to which a member merchant agrees to sell and the credit company agrees to purchase, at stipulated discounts from face value, accounts receivable arising from the purchase of merchandise or services from the member merchant by customers whose credit has been approved by the credit company; such customers are entitled to purchase merchandise or services at any of the member merchants; after purchasing such accounts receivable from the member merchants the credit company assumes the risk and responsibility for billing and collecting such accounts directly from the customers;

(E) "Accounts receivable" means those assets of a member merchant consisting of the obligations (usually evidenced by a sales slip signed by the customer) of a customer to pay for merchandise or services purchased on credit;

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

### III

The provisions of this Final Judgment applicable to the defendant shall apply also to each of its subsidiaries, successors, assigns, directors, officers, employees and agents, and to all persons in active concert or participation with the defendant who receive actual notice of this Final Judgment by personal service or otherwise.

IV

(A) The defendant is enjoined and restrained from, directly or indirectly, entering into, adhering to, maintaining, furthering or claiming any rights under, reviving, adopting or enforcing any provisions of any agreement relating to a central credit service plan which are inconsistent with any of the provisions of this Final Judgment;

(B) The defendant is ordered and directed to delete from all central credit service plan agreements, and is prohibited from inserting in any such agreement hereafter entered into, any provision that its central credit service plan shall be exclusive in character or that the terms and conditions of the agreement will be affected in the event the member merchant contracts with or has contracted with a competing central credit service plan.

V

The defendant is enjoined and restrained from, directly or indirectly:

(A) Adopting, following, maintaining, furthering or enforcing any policy, plan or course of conduct of accepting or retaining as member merchants only merchants who do not do business with or have not done business with any other central credit service plan company;

(B) Conditioning the making or continuing of, or the terms or conditions of, any central credit service plan agreement upon a member merchant's refraining from entering into, or limiting or agreeing to limit the extent of doing business under, any central credit service plan agreement with any other person;

(C) Conditioning the making or continuing of any central credit service plan agreement upon a member merchant selling to the defendant any specified dollar amount or any specified fractional share or percentage of such member merchant's accounts receivable arising from the sale of goods or service on credit;

(D) Canceling or terminating the affiliation or membership of any member merchant with the defendant's central credit service plan or refusing to do business with any person because of the fact that or the extent to which he does business with any competitor of defendant;

(E) Entering into, adhering to, or claiming any rights under any agreement for the purpose or with the effect of hindering, limiting or interfering with the entrance into, participation in, or advertising affiliation with any central credit service plan by any person, either as a member merchant or otherwise.

#### VI

The defendant is ordered and directed within thirty (30) days from the date of entry of this Final Judgment, to mail a copy of this Final Judgment, or the substance thereof approved as to form and content by plaintiff herein, to each member merchant with whom it has entered into a central credit service plan agreement.

#### VII

The defendant is ordered and directed, within sixty (60) days from the date of entry of this Final Judgment, to file with the Clerk of this Court, with a copy to the plaintiff herein, an affidavit setting forth the fact and manner of compliance with subsection (B) of Section IV hereof and with Section VI hereof.

#### VIII

For the purpose of securing compliance with this Final Judgment, duly authorized representatives of the Department of Justice shall, on written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to the defendant made to its principal office, be permitted, subject to any legally recognized privilege:

(A) Reasonable access, during the office hours of the defendant, which may have counsel present, to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of the defendant, relating to any of the matters contained in this Final Judgment; and

(B) Subject to the reasonable convenience of the defendant, and without restraint or interference from it, to interview officers and employees of such defendant, which may have counsel present, regarding any such matter.

Upon written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, the defendant shall submit such written reports with respect to any of the matters contained in this Final Judgment as from time to time may be necessary for the purpose of enforcement of this Final Judgment. No information obtained by the means permitted in this Section 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 plaintiff, except in the course of legal proceedings for the purpose of securing compliance with this Final Judgment in which the United States is a party or as otherwise required by law.

IX

Jurisdiction is retained for the purpose of enabling any of the parties 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 or carrying out of this Final Judgment, for the modification or termination of any of the provisions thereof, for the enforcement of compliance therewith, and punishment of violations thereof.

Dated: March 19, 1962

JOHN J. SIRICA  
United States District Judge