

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

UNITED STATES OF AMERICA,            )  
  )  
                                  Plaintiff,    )  
  )  
                                  v.            )  
  )  
THE BANK OF VIRGINIA,                )  
  )  
                                  Defendant.    )

Civil Action No. 4959

Entered: December 27, 1966

FINAL JUDGMENT

Plaintiff, United States of America, having filed its complaint herein on September 30, 1966, and defendant having filed its answer denying the substantive allegations of such complaint, and the parties 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's constituting evidence or an admission by any party 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 the 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 the parties hereto. The complaint states claims for relief against the defendants under Sections 1 and 2 of the Act of Congress of July 2, 1890, 15 U.S.C. 1, 2, as amended, entitled "An act to protect trade and commerce against unlawful restraints and monopolies," commonly known as the Sherman Act.

## II

- (A) "Defendant" means the defendant, The Bank of Virginia;
- (B) "Member merchant" means a person who has contracted with a credit grantor for participation in a charge service plan;
- (C) "Customer" means any person who uses charge account facilities made available at retail stores affiliated with a credit grantor offering a charge service plan;
- (D) "Charge service plan" means a service offered by a credit grantor to member merchants and customers pursuant to which a member merchant agrees to sell and the credit grantor agrees to purchase accounts receivable arising from the purchase of merchandise or services from the member merchant by customers whose credit has been approved by the credit grantor; after purchasing such accounts receivable from the member merchants the credit grantor 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 also apply 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 or furthering or claiming any rights under any provision of any agreement relating to a charge service plan which is inconsistent with any of the provisions of this Final Judgment;

(B) The defendant is ordered and directed to delete from all of its charge service plan agreements, and is prohibited from inserting in any such agreement hereafter entered into, any provision or requirement that its charge service plan will be exclusive in character or that the terms and conditions of this agreement will be affected in the event the member merchant contracts with or has contracted with or proposes to contract with another charge 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 or do not intend to do business with any other charge service plan;

(B) Conditioning the making or continuing of, or the terms or conditions of, any charge 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 charge service plan agreement with any other person;

(C) Conditioning the making or continuing of any charge service plan agreement upon a member merchant's 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) Conditioning the availability of any banking service upon any person's agreement to use defendant's charge service plan;

(E) Canceling or terminating the affiliation or membership of any member merchant with the defendant's charge 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 other person;

(F) 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 charge service plan by any person, either as a member merchant or otherwise.

#### VI

Subject to the foregoing provisions of this Final Judgment, defendant may decline to enter into or to continue any charge plan service agreement for the reason that the servicing of such account will result, or has resulted, in an annual net loss to defendant.

#### VII

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 charge service plan agreement.

#### VIII

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 VII hereof.

## IX

For the purpose of securing or determining 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 office hours of such 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 such defendant relating to any matters contained in this Final Judgment;

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

Upon written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, the defendant shall submit such reports in writing with respect to the matters contained in this Final Judgment as may from time to time be requested.

No information obtained by the means permitted 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 plaintiff, except in the course of legal proceedings in which the United States is a party for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

## X

Jurisdiction is retained by this Court 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 of any of the provisions contained therein, for the enforcement of compliance therewith and for the punishment of violations thereof.

Dated: December 27, 1966

/s/ JOHN D. BUTZNER  
United States District Judge