

identify 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 Defendants mark each pertinent page of such material, "Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then Plaintiffs shall give Defendants ten (10) calendar days notice prior to divulging such material in any legal proceeding (other than a grand jury proceeding).

#### **XI. Relevant Tulsa and Muskogee Disposal Assets**

Waste Management shall not directly or indirectly acquire or propose to acquire any assets of or any interest, including any financial, security, loan equity or management interest, in the Relevant Tulsa and Muskogee Disposal Assets without thirty (30) days advance notification to the Antitrust Division of the United States Department of Justice of any such acquisition. The obligation to provide notice under this Section is met by either a written notification, or if applicable, a premerger notification pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, 15 U.S.C. 18(a) (the "HSR Act"). In the event that a proposed acquisition of Allied's Porter Landfill (also referred to as 51B Landfill), located at Route 2, Box 120, Porter, Oklahoma 74454 is not subject to the reporting and waiting period requirements of the HSR Act, notification under this Section shall be provided to the Antitrust Division in the same format as, and in accordance with, the instructions relating to the Notification and Report Form set for in the appendix to Part 803

of Title 16 of the Code of Federal Regulations as amended, except that the information requested in items 5 through 9 of the instructions must be provided only about the Tulsa and Muskogee, Oklahoma area. The notification required by this Section shall include, beyond what may be required by the applicable instructions, the names of the principal representatives of the parties to the agreement who negotiated the agreement, and any management or strategic plans discussing the proposed transaction. If, within the thirty (30) day period after notification of a proposed acquisition of Allied's Porter Landfill, representatives of the Antitrust Division make a written request for additional information, Waste Management shall not consummate the proposed transaction or agreement until thirty (30) days after submitting all such additional information. Early termination of the waiting periods in this Section may be requested and, where appropriate, granted. This Section shall be broadly construed, and any ambiguity or uncertainty regarding the filing of notice under this Section shall be resolved in favor of filing notice.

#### **XII. No Reacquisition**

Defendant Waste Management may not reacquire any part of the Relevant Disposal Assets, Relevant Hauling Assets, or the Alternative Disposal Asset during the term of this Final Judgment, provided that if Waste Management is required to divest the Alternative Disposal Asset, Waste Management may reacquire the Chestnut Ridge Solid Waste Transfer Station.

#### **XIII. Revisions to Contracts**

A. Waste Management shall alter the contracts it uses with its small container commercial waste collection customers in each of the markets specified below to the form contained in Section XIII.B. below.

B. In each of the markets specified below, Waste Management shall offer contracts to all new small container commercial waste collection customers as well as to existing customers that sign new contracts for small container commercial waste collection service effective on or after the date that it acquires Allied's assets in accordance with the following conditions. No contract shall:

1. Have an initial term longer than two (2) years;
2. Have any renewal term longer than one (1) year;
3. Require that the customer give Waste Management notice of termination more than thirty (30) days prior to the end of any initial term of renewal term;
4. Require that the customer pay liquidated damages in excess of three times its average monthly charge during the first year the customer has had service with Waste Management; and
5. Require that the customer pay liquidated damages in excess of two (2) times its average monthly charge after the first year the customer has had service with Waste Management.

Waste Management shall offer such contracts to all other current small container commercial waste collection service customers in the respective markets detailed below on or before January 1, 2005:

Defendant	Cities	Counties or Areas
Waste Management .....	Myrtle Beach, SC .....	Georgetown and Horry Counties, SC.
Waste Management .....	Augusta, GA .....	Columbia, Lincoln, McDuffie, Richmond, and Warren Counties, GA.

Waste Management agrees that it will not attempt to enforce any contract term affecting commercial waste collection customers in the specified areas that conflicts with or is inconsistent with the above terms, even if those customers choose not to sign a contract with the new terms.

#### **XIV. Retention of Jurisdiction**

This Court retains jurisdiction to enable any party to this Final Judgment to apply to this Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify

any of its provisions, to enforce compliance, and to punish violations of its provisions.

#### **XV. Expiration of Final Judgment**

Unless this Court grants an extension, this Final Judgment shall expire ten (10) years from the date of its entry.

#### **XVI. Public Interest Determination**

Entry of this Final Judgment is in the public interest.

Date: \_\_\_\_\_  
Court approval subject to procedures of Antitrust Procedures and Penalties Act, 15 U.S.C. 16.

United States District Judge

#### **United States District Court for the District of Columbia**

Case No.: 1:03CV01409]

*Judge:* Gladys Kessler.

*Deck Type:* Antitrust.

#### **Competitive Impact Statement**

Plaintiff United States of America ("United States"), pursuant to Section 2(b) of the Antitrust Procedures and Penalties Act ("APPA"), 15 U.S.C. 16(b)–(h), files this Competitive Impact Statement relating to the proposed Final