UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA, Department of Justice Antitrust Division 1401 H Street, N.W. Suite 3000 Washington, D.C. 20530 Plaintiff, v. AKTIEBOLAGET VOLVO, S-405 08 Goteborg Sweden VOLVO TRUCKS NORTH AMERICA, INC., 7900 National Service Road Greensboro, North Carolina 27409 RENAULT S.A., 13-15 Quai Le Gallo Boulogne-Billancourt 92100 France RENAULT V.I. S.A., 129 rue Servient “La Part-Dieu” 69003 Lyon, France and MACK TRUCKS, INC. 2100 Mack Boulevard Allentown, Pennsylvania 18105 Defendants.	Civil No.: 1:00CV03006 Filed: 12/18/00

FINAL JUDGMENT

WHEREAS, plaintiff, the United States of America ("United States"), filed its Complaint on December 18, 2000, and defendants Aktiebolaget Volvo (“AB Volvo”), Volvo Trucks North America, Inc. (“VTNA”), Renault S.A. (“Renault”), Renault V.I. S.A. (“Renault V.I.”), and Mack Trucks, Inc. (“Mack”), 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 any admission by any party with respect to any issue of law or fact herein;

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

AND WHEREAS, the essence of this Final Judgment is the prompt and certain divestiture of the business and assets identified below to assure that competition is not substantially lessened;

AND WHEREAS, the United States requires defendants to make the divestitures ordered herein for the purpose of remedying the loss of competition alleged in the Complaint;

AND WHEREAS, defendants have represented to the United States that the divestitures ordered herein can and will be made promptly and that defendants later will raise no claim of hardship or difficulty as grounds for asking the Court to modify any of the divestiture provisions contained below;

NOW, THEREFORE, before taking 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.

JURISDICTION

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

II.

DEFINITIONS

As used in this Final Judgment:

A. "AB Volvo" means defendant Aktiebolaget Volvo, a Swedish corporation with its headquarters in Gotenborg, Sweden, and includes its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

B. "VTNA" means defendant Volvo Trucks North America, Inc., a Delaware corporation and a wholly owned subsidiary of AB Volvo with its headquarters in Greensboro, North Carolina, and includes its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

C. "Renault" means defendant Renault S.A., a French corporation with its headquarters in Boulogne-Billancourt, France, and includes its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

D. "Renault V.I." means defendant Renault V.I. S.A., a French corporation and a

wholly owned subsidiary of Renault with its headquarters in Lyon, France, and includes its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

E. "Mack" means defendant Mack Trucks, Inc., a Pennsylvania corporation and a wholly owned subsidiary of Renault V.I. with its headquarters in Allentown, Pennsylvania, and includes its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

F. "LCOE Truck" means a class 8 low cab over engine straight truck with a cab placed over or in front of the engine and the capability to accept an attached vocational body.

G. "VTNA LCOE Truck Business" means VTNA's line of LCOE Trucks (which consists of the WX and WXLL) including:

(1) all tangible assets that comprise the VTNA LCOE Truck Business, including research and development activities, all manufacturing equipment, tooling and fixed assets, personal property, inventory, materials, supplies, and other tangible property and all other assets used exclusively in connection with the VTNA LCOE Truck Business; all components, parts, and designs used in LCOE Trucks comprising the VTNA LCOE Truck Business; all licenses, permits and authorizations issued by any governmental organization relating to the VTNA LCOE Truck Business; all contracts, teaming arrangements, agreements, leases, commitments, certifications, and understandings relating to the VTNA LCOE Truck Business, including supply agreements; all lists, contracts, accounts, and credit records of customers; all repair, performance, and

VTNA LCOE Truck Business records and all other records relating to the VTNA LCOE Truck Business. The VTNA Truck Business does not include the sale of the VTNA New River Valley, Virginia, plant; and

(2) any and all intangible assets used in the development, production, servicing and sale of the VTNA LCOE Truck Business, including, but not limited to: (a) the Xpeditor, WX, and WXLL brand names and all other intellectual property rights used exclusively in connection with the VTNA LCOE Truck Business; (b) with respect to all other intellectual property rights used in connection with both the VTNA LCOE Truck Business and other nondivested AB Volvo assets (other than intellectual property regarding use of the word "Volvo"), a transferable license, exclusive in the VTNA LCOE Truck Business field of use; (c) all existing licenses and sublicenses relating exclusively to the VTNA LCOE Truck Business; (d) a transferable sublicense, exclusive in the VTNA LCOE Truck Business field of use, to all other existing licenses and sublicenses relating to the VTNA LCOE Truck Business; and (e) all research, market evaluations or information relating to plans for, improvements or updates to, or product line extensions of the WX or WXLL. Intellectual property rights comprise, but are not limited to, patents, licenses and sublicenses, technical information, copyrights, trademarks, trade names, service marks, service names, computer software and related documentation, know-how, trade secrets, drawings, blueprints, designs, design protocols, specifications for parts and devices, safety procedures for the handling of materials and substances,

quality assurance and control procedures, design tools and simulation capability, all manuals and technical information provided to employees, customers, suppliers, agents, or licensees, and all research data concerning historic and current research and development efforts relating to the VTNA LCOE Truck Business including, but not limited to, designs of experiments and the results of successful and unsuccessful designs and experiments.

H. "Mack LCOE Truck Business" means Mack's line of LCOE Trucks (which includes the MR and LE) including:

(1) all tangible assets that comprise the Mack LCOE Truck Business, including research and development activities, all manufacturing equipment, tooling and fixed assets, personal property, inventory, materials, supplies, and other tangible property and all other assets used exclusively in connection with the Mack LCOE Truck Business; all components, parts, and designs used in LCOE Trucks comprising the Mack LCOE Truck Business; all licenses, permits and authorizations issued by any governmental organization relating to the Mack LCOE Truck Business; all contracts, teaming arrangements, agreements, leases, commitments, certifications, and understandings relating to the Mack LCOE Truck Business, including supply agreements; all lists, contracts, accounts, and credit records of customers; all repair, performance, and Mack LCOE Truck Business records and all other records relating to the Mack LCOE Truck Business. The Mack LCOE Truck Business does not include the sale of the Mack Macungie, Pennsylvania, plant; and

(2) any and all intangible assets used in the development, production, servicing and sale of the Mack LCOE Truck Business, including, but not limited to: (a) the MR and LE brand names and all other intellectual property rights used exclusively in connection with the Mack LCOE Truck Business; (b) with respect to all other intellectual property rights used in connection with both the Mack LCOE Truck Business and other nondivested Renault assets (other than intellectual property regarding use of the word "Mack" or the word "Renault"), a transferable license, exclusive in the Mack LCOE Truck Business field of use; (c) all existing licenses and sublicenses relating exclusively to the Mack LCOE Truck Business; (d) a transferable sublicense, exclusive in the Mack LCOE Truck Business field of use, to all other existing licenses and sublicenses relating to the Mack LCOE Truck Business; and (e) all research, market evaluations or information relating to plans for, improvements or updates to, or product line extensions of the MR or LE. Intellectual property rights comprise, but are not limited to, patents, licenses and sublicenses, technical information, copyrights, trademarks, trade names, service marks, service names, computer software and related documentation, know-how, trade secrets, drawings, blueprints, designs, design protocols, specifications for parts and devices, safety procedures for the handling of materials and substances, quality assurance and control procedures, design tools and simulation capability, all manuals and technical information provided to employees, customers, suppliers, agents, or licensees, and all research data concerning historic and current

research and development efforts relating to the Mack LCOE Truck Business including, but not limited to, designs of experiments and the results of successful and unsuccessful designs and experiments.

III.

APPLICABILITY

A. This Final Judgment applies to AB Volvo, VTNA, Renault, Renault V.I., and Mack, as defined above, and all other persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

B. Defendants shall require, as a condition of the sale or other disposition of all or substantially all of their assets, or of lesser business units that include the VTNA LCOE Truck Business, that the purchaser agrees to be bound by the provisions of this Final Judgment, provided, however, that defendants need not obtain such an agreement from the purchaser of the VTNA LCOE Truck Business or Mack LCOE Truck Business pursuant to this Final Judgment.

IV.

DIVESTITURES

A. Defendants are ordered and directed, within ninety (90) calendar days after the filing of the Complaint in this matter, or five (5) days after notice of the entry of this Final Judgment by this Court, whichever is later, to

(1) divest the VTNA LCOE Truck Business in a manner consistent with this Final Judgment as a viable ongoing business to a purchaser acceptable to the United States in its sole discretion;

(2) enter into an agreement with the purchaser of the VTNA LCOE Truck Business whereby defendants guarantee that the VTNA LCOE Truck

Business will be able to use engines which meet United States Environmental Protection Agency 2002 emissions requirements; and

(3) at the option of the purchaser of the VTNA LCOE Truck Business, enter into an agreement to supply reasonable levels of transitional and manufacturing start-up support for a maximum period of 2 years that will enable the purchaser or purchasers to produce VTNA LCOE Trucks.

B. Defendants agree to use their best efforts to divest the VTNA LCOE Truck Business as expeditiously as possible. The United States, in its sole discretion, may extend the time period for the divestiture two additional periods of time, not to exceed thirty (30) calendar days each, and shall notify this Court in such circumstances.

C. In accomplishing the divestiture ordered by this Final Judgment, defendants promptly shall make known, by usual and customary means, the availability of the VTNA LCOE Truck Business. Defendants shall inform any person making inquiry regarding a possible purchase of the VTNA LCOE Truck Business that it is being divested pursuant to this Final Judgment and provide that person with a copy of this Final Judgment. Defendants shall offer to furnish to all prospective purchasers, subject to customary confidentiality assurances, all information and documents relating to the VTNA LCOE Truck Business customarily provided in a due diligence process, except such information or documents subject to the attorney-client or attorney work-product privileges. Defendants shall make available such information to the United States at the same time that such information is made available to any other person.

D. Defendants shall provide the purchaser and the United States information relating to any AB Volvo or VTNA personnel involved in the research, design, production, operation, development, marketing and sale of the VTNA LCOE Truck Business to enable the purchaser to

make offers of employment. Defendants will not interfere with any negotiations by the purchaser to employ any person whose primary responsibility is the research, design, production, operation, development, marketing or sale of the VTNA LCOE Truck Business.

E. Defendants shall permit prospective purchasers of the VTNA LCOE Truck Business to have reasonable access to personnel and to make inspections of the physical facilities of the VTNA business to be divested; access to any and all environmental, zoning, and other permit documents and information; and access to any and all financial, sales, marketing, operational, or other documents and information customarily provided as part of a due diligence process.

F. Defendants shall warrant to the purchaser of the VTNA LCOE Truck Business that each asset of the VTNA LCOE Truck Business will be operational on the date of sale.

G. Defendants shall not take any action that will impede in any way the permitting, operation, or divestiture of the VTNA LCOE Truck Business.

H. Defendants shall not take any action that will in any way impede or exclude their dealers from distributing, selling, or servicing LCOE Trucks produced by the purchaser of the VTNA LCOE Truck Business.

I. Defendants shall warrant to the purchaser of the VTNA LCOE Truck Business that there are no material defects in the environmental, zoning, or other permits pertaining to the operation of each asset, and that following the sale of the VTNA LCOE Business, defendants will not undertake, directly or indirectly, any challenges to the environmental, zoning, or other permits relating to the operation of the VTNA LCOE Truck Business.

J. Unless the United States consents in writing, the divestiture pursuant to Section IV of this Final Judgment, whether by defendants or by a trustee appointed pursuant to Section VI of

this Final Judgment, shall include the entire VTNA LCOE Truck Business as defined in Section II. The divestiture of the VTNA LCOE Truck Business shall be accomplished by selling or otherwise conveying the VTNA LCOE Truck Business to a purchaser in such a way as to satisfy the United States, in its sole discretion, that business to be divested can and will be used by the purchaser as part of a viable, ongoing LCOE Truck business. The divestiture of the VTNA LCOE Truck Business, whether pursuant to Section IV or Section VI of this Final Judgment, shall be made to a purchaser in a manner so as to satisfy the United States, in its sole discretion, that it: (1) has the capability and intent of competing effectively in the development, production and sale of LCOE Trucks; (2) has the managerial, operational, technical and financial capability to compete effectively in the development, production and sale of LCOE Trucks; and (3) is not hindered by the terms of any agreement between the purchaser and defendants that gives either defendant the ability unreasonably to raise the purchaser's costs, to lower the purchaser's efficiency, or otherwise to interfere with the ability of the purchaser to compete effectively.

V.

NOTICE OF PROPOSED DIVESTITURES

Within two (2) business days following execution of a definitive agreement, contingent upon compliance with the terms of this Final Judgment, to effect, in whole or in part, any proposed divestiture pursuant to Sections IV or VI of this Final Judgment, defendants or the trustee, whichever is then responsible for effecting the divestiture, shall notify the United States of the proposed divestiture. If the trustee is responsible, it shall similarly notify defendants. The notice shall set forth the details of the proposed divestiture and list the name, address, and telephone number of each person not previously identified who offered to, or expressed an interest in or a desire to, acquire any ownership interest in the VTNA LCOE Business, together with full details of same. Within fifteen (15) calendar days of receipt by the United States of such divestiture notice, the United States may request from defendants, the proposed purchaser, any other third party, or the trustee if applicable, additional information concerning the proposed divestiture, the proposed purchaser, and any other potential purchaser. Defendants and the trustee shall furnish any additional information requested from them within fifteen (15) calendar days of the receipt of the request, unless the parties shall otherwise agree. Within thirty (30) calendar days after receipt of the notice, or within twenty (20) calendar days after the United States has been provided the additional information requested from the defendants, the proposed purchaser, any third party, or the trustee, whichever is later, the United States shall each provide written notice to defendants and the trustee, if there is one, stating whether or not it objects to the proposed divestiture. If the United States provides written notice to defendants (and the trustee if applicable) that it does not object, then the divestiture may be consummated, subject only to defendants' limited right to object to the sale under Section VI(B) of this Final Judgment. Absent

written notice that the United States does not object to the proposed purchaser or upon objection by the United States, a divestiture proposed under Section IV or Section VI may not be consummated. Upon objection by defendants under the provision in Section VI(C), a divestiture proposed under Section VI shall not be consummated unless approved by the Court.

VI.

APPOINTMENT OF TRUSTEE

A. If defendants have not divested the VTNA LCOE Truck Business within the time period specified in Section IV(A), defendants shall notify the United States of that fact in writing. Upon application of the United States, the Court shall appoint a trustee selected by the United States and approved by the Court to effect the divestiture of the VTNA or Mack LCOE Truck Business. The trustee shall have the right, in its sole discretion, to sell either the VTNA LCOE Truck Business or the Mack LCOE Truck Business. The trustee shall also have the right, in its sole discretion, and upon notice to the defendants and upon consultation with the United States, to add such other assets and agreements concerning necessary parts and components, in order to ensure the viability, competitiveness, and marketability of the Mack LCOE Truck Business.

B. After the appointment of a trustee becomes effective, only the trustee shall have the right to sell the VTNA or Mack LCOE Truck Business. The trustee shall have the power and authority to accomplish the divestiture at the earliest possible time to a purchaser acceptable to the United States at such price and on such terms as are then obtainable for the VTNA or Mack LCOE Truck Business, upon a reasonable effort by the trustee, subject to the provisions of Sections IV, V, and VI of this Final Judgment, and shall have such other powers as the Court shall deem appropriate. Subject to Section VI(D) of this Final Judgment, the trustee may hire at the cost and expense of the defendants, any investment bankers, attorneys, or other agents, who

shall be solely accountable to the trustee, reasonably necessary in the trustee's judgment to assist in the divestiture.

C. Defendants shall not object to a sale by the trustee on any ground other than the trustee's malfeasance. Any such objections by defendants must be conveyed in writing to the United States and the trustee within ten (10) calendar days after the trustee has provided the notice required under Section V of this Final Judgment.

D. The trustee shall serve at the cost and expense of defendants, on such terms and conditions as approved by the United States. The trustee shall account for all monies derived from the sale of the VTNA or Mack LCOE Truck Business, and all costs and expenses so incurred. After approval by the Court of the trustee's accounting, including fees for its services and those of any professionals and agents retained by the trustee, all remaining money shall be paid to defendants and the trust shall then be terminated. The compensation of the trustee and of any professionals and agents retained by the trustee shall be reasonable in light of the value of the VTNA or Mack LCOE Truck Business and based on a fee arrangement providing the trustee with an incentive based on the price and terms of the divestiture and the speed with which it is accomplished, but timeliness is paramount.

E. Defendants shall use their best efforts to assist the trustee in accomplishing the required divestiture pursuant to this Section. The trustee and any consultants, accountants, attorneys, and other persons retained by the trustee shall have full and complete access to the personnel, books, records, and facilities of the VTNA and Mack LCOE Truck Businesses, and defendants shall develop financial or other information relevant to such businesses as the trustee may reasonably request, subject to reasonable protection for trade secrets or other confidential research, development or commercial information. Defendants shall take no action to interfere

with or to impede the trustee's accomplishment of the divestiture.

F. After its appointment, the trustee shall file monthly reports with the United States and the Court setting forth the trustee's efforts to accomplish the divestiture ordered under this Final Judgment. To the extent such reports contain information that the trustee deems confidential, such reports shall not be filed in the public docket of the Court. Such reports shall include the name, address and telephone number of each person who, during the preceding month, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, any interest in the VTNA or Mack LCOE Truck Business, and shall describe in detail each contact with any such person. The trustee shall maintain full records of all efforts made to divest the VTNA or Mack LCOE Truck Business.

G. If the trustee has not accomplished the divestiture of the VTNA or Mack LCOE Truck Business within six (6) months after its appointment, the trustee thereupon shall file promptly with the Court a report setting forth (1) the trustee's efforts to accomplish the required divestiture, (2) the reasons, in the trustee's judgment, why the required divestiture has not been accomplished, and (3) the trustee's recommendations. To the extent such reports contain information that the trustee deems confidential, such reports shall not be filed in the public docket of the Court. The trustee shall at the same time furnish such report to the United States, who shall have the right to make additional recommendations consistent with the purpose of the trust. The Court shall enter thereafter such orders as it shall deem appropriate in order to carry out the purpose of this Final Judgment which may, if necessary, include extending the trust and the term of the trustee's appointment by a period requested by the United States.

VII.

AFFIDAVITS

A. Within twenty (20) calendar days of the filing of the Complaint in this matter and every thirty (30) calendar days thereafter until the divestiture has been completed, whether pursuant to Section IV or Section VI of this Final Judgment, defendants shall deliver to the United States an affidavit as to the fact and manner of their compliance with Sections IV or VI of this Final Judgment. Each such affidavit shall include, *inter alia*, the name, address, and telephone number of each person who, at any time after the period covered by the last such report, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, any interest in the VTNA LCOE Truck Business, or after appointment of a trustee under Section VI of this Final Judgment, the Mack LCOE Truck Business, and shall describe in detail each contact with any such person during that period. Each such affidavit shall also include a description of the efforts that defendants have taken to solicit potential purchasers for the VTNA LCOE Truck Business and to provide required information to potential purchasers, including the limitations, if any, on such information. Assuming the information set forth in the affidavit is true and complete, any objection by the United States to information provided by defendants, including limitations on information, shall be made within fourteen (14) days of receipt of such affidavit.

B. Within twenty (20) calendar days of the filing of the Complaint in this matter, defendants shall deliver to the United States an affidavit which describes in reasonable detail all actions defendants have taken and all steps defendants have implemented on an ongoing basis to comply with Section VIII of this Final Judgment and the Hold Separate Stipulation and Order entered by the Court. The affidavit also shall describe, but not be limited to, defendants' efforts to maintain and operate the VTNA LCOE Truck Business as an active competitor, maintain its management, staffing, research and development activities, sales, marketing and pricing, and

maintain the business in operable condition at current capacity configurations. Defendants shall deliver to the United States an affidavit describing any changes to the efforts and actions outlined in defendants' earlier affidavit(s) filed pursuant to this Section within fifteen (15) calendar days after the change is implemented.

C. Until one year after the divestiture has been completed, defendants shall preserve all records of all efforts made to preserve the business to be divested and to effect the ordered divestiture.

VIII.

HOLD SEPARATE ORDER

Until the divestiture required by this Final Judgment has been accomplished, defendants shall take all steps necessary to comply with the Hold Separate Stipulation and Order entered by this Court. Defendants shall take no action that would jeopardize the divestiture ordered by this Court.

IX.

FINANCING

Defendants are ordered and directed not to finance all or any part of any purchase made pursuant to Sections IV or VI of this Final Judgment.

X.

NO REACQUISITION

Defendants may not reacquire any part of the divested assets during the term of this Final Judgment.

XI.

COMPLIANCE INSPECTION

For the purposes of determining or securing compliance with this Final Judgment, or of determining whether this Final Judgment should be modified or vacated, and subject to any legally recognized privilege, from time to time:

A. Duly authorized representatives of the United States Department of Justice, including consultants and other persons retained by the United States, upon written request of a duly authorized representative of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to defendants made to their principal offices, shall be permitted:

1. Access during office hours of defendants to inspect and copy, or at plaintiff's option, to require defendants to provide copies of, all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the custody or possession or under the control of defendants relating to any matters contained in this Final Judgment and the Hold Separate Stipulation and Order; and

2. To interview, either informally or on the record, defendants' officers, employees, and agents, who may have their individual counsel present, regarding any such matters. The interviews shall be subject to the reasonable convenience of the interviewee and without restraint or interference by defendants.

B. Upon the written request of a duly authorized representative of the Assistant Attorney General in charge of the Antitrust Division, made to defendants' principal offices, defendants shall submit written reports, under oath if requested, relating to any matter contained in this Final Judgment or the Hold Separate Stipulation and Order as may be requested.

C. No information or documents obtained by the means provided in this Section shall be divulged by the United States 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 defendants to the United States, defendants represent and 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 ten (10) calendar days notice shall be given to defendants by the United States prior to divulging such material in any legal proceeding (other than a grand jury proceeding) to which defendants are not a party.

XII.

RETENTION OF JURISDICTION

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 hereof, for the enforcement of compliance herewith, and for the punishment of any violations hereof.

XIII.

TERMINATION

Unless this Court grants an extension, this Final Judgment will expire upon the tenth

anniversary of the date of its entry.

XIV.

PUBLIC INTEREST

Entry of this Final Judgment is in the public interest.

Dated: _____, 2001

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

_____
United States District Judge