UNITED STATES DISTRICT COURT
DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA, 209 S. LaSalle Street Suite 600 Chicago, IL 60604 Plaintiff, v. NATIONAL COUNCIL ON PROBLEM GAMBLING, INC., 208 G Street, NE Washington, D.C. 20002 Defendant.	CIVIL ACTION NO. 1:03CV01278 JUDGE: Henry H. Kennedy DATE STAMP: 06/13/2003

COMPETITIVE IMPACT STATEMENT

The United States of America, 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 Judgment submitted for entry in this civil antitrust proceeding.

I. Nature And Purpose Of The Proceeding

On June 13, 2003, the United States filed a civil antitrust Complaint alleging that the National Council on Problem Gambling, Inc. ("NCPG") had violated Section 1 of the Sherman Act, 15 U.S.C. § 1. The NCPG is a national trade association controlled by its state affiliates. Its activities are directed toward advancing the interests of its state affiliates who offer products and services to address the social problem of compulsive gambling. The NCPG does not distribute products or services through its affiliates. All NCPG officers except one were elected from the ranks of its state affiliates, which control the NCPG board of directors.

The Complaint alleges that, from at least 1995 until at least 2001, the NCPG orchestrated an unlawful territorial allocation of problem gambling products and services along state lines. On June 13, 2003, the United States and the NCPG filed a Stipulation in which they consented to the entry of a proposed Final Judgment that requires the NCPG to eliminate the anticompetitive conduct identified in the Complaint.

Under the Final Judgment, the NCPG is prohibited from directly or indirectly initiating, adopting, or pursuing any agreement, program, or policy that has the purpose or effect of prohibiting or restraining any Problem Gambling Service Provider ("PGSP") from engaging in any of the following practices: (1) selling problem gambling services in any state or territory or to any customer; or (2) submitting competitive bids in any state or territory or to any customer. Under the Final Judgment and hereafter, "problem gambling services" include all services relating to the treatment or prevention of problem or compulsive gambling, including dissemination of information regarding problem gambling, telephonic hot-line or help-line services, training of problem gambling counselors, certification of various problem gambling training programs, and provision of any product or service aimed at assisting problem gamblers. The NCPG is also prohibited from directly or indirectly adopting, disseminating, publishing, seeking adherence to, facilitating, or enforcing any agreement, code of ethics, rule, bylaw, resolution, policy, guideline, standard, certification or statement that has the purpose or effect of prohibiting or restraining any PGSP from engaging in any of the above practices, or that states or implies that any of these practices are, in themselves, unethical, unprofessional, or contrary to the policy of the NCPG.

The Final Judgment further prohibits the NCPG from adopting, disseminating, publishing, seeking adherence to, facilitating, or enforcing any standard or policy that has the purpose or effect of: (1) requiring that any PGSP obtain permission from, inform, or otherwise consult with any other PGSP before selling problem gambling services or submitting bids for the provision of problem gambling services in any state or territory or to any customer; or (2) requiring that any PGSP contract with, provide a fee or a portion of revenues to, or otherwise remunerate any other PGSP as a result of selling problem gambling services in any state or territory or to any customer. Finally, the NCPG is prohibited from adopting or enforcing any standard or policy or taking any action that has the purpose or effect of: (1) sanctioning, penalizing or otherwise retaliating against any PGSP for competing with any other PGSP; or (2) creating or facilitating an agreement not to compete between two or more PGSPs.

The United States and the NCPG have agreed that the proposed Final Judgment may be entered after compliance with the APPA, provided that the United States has not withdrawn its consent. Entry of the Final Judgment would terminate the action, except that the Court would retain jurisdiction to construe, modify, or enforce the Final Judgment's provisions and to punish violations thereof.

II. Description Of Practices Giving Rise To The Alleged Violation Of The Antitrust Laws

A. Description of the Defendant and Its Activities

The NCPG is a not-for-profit corporation organized and existing under the laws of the State of New York with its principal place of business in Washington, D.C. All state affiliates are members of the NCPG board of directors. The NCPG's state affiliates, as a group, control a majority of the seats on its board of directors. The board has the sole authority to elect the

NCPG's officers. As a trade association, the NCPG lobbies Congress for funding for problem gambling programs in general, conducts an annual conference, and offers books, videotapes and other publications about problem gambling.

The NCPG offers a few limited problem gambling services to its members. It maintains a website and sponsors a national telephone help-line, which is operated by the Texas affiliate. Other affiliates may pay to use this help-line in their own states or set up their own help-lines. The NCPG also sponsors a national gambling counselor certification program. This program does not train counselors, but generally accepts training conducted by state affiliates.

B. Description of the State Affiliates and Their Problem Gambling Services

The NCPG has 34 state affiliates. No state has more than one affiliate. All of the state affiliates are separately incorporated, non-profit corporations. The state affiliates provide problem gambling services to individuals, as well as government entities, casinos, racetracks, and others who are trying to assist problem gamblers. These problem gambling services include training and certification programs for problem gambling counselors, telephone help-lines, and responsible gaming programs, workshops, and educational kits.

The NCPG does not create the services offered by its affiliates, nor does it significantly help its affiliates create these services. Each state affiliate creates its own individualized problem gambling services to meet the perceived needs of its customers. For example, some state affiliates target problem gambling in various ethnic populations, while others focus on problem gambling in high schools or among the elderly. Consequently, the types of problem gambling services sold by each state affiliate are different from those sold by other state affiliates. Each state affiliate directly markets its problem gambling services.

Public and private parties seeking problem gambling products and services have few, if any, alternatives to the state affiliates. In most instances, the only bidder for the business is the NCPG affiliate within the customer's state. Several state affiliates have also offered services outside of their borders, which prompted defendant's unlawful territorial allocation. In a few instances, a party unaffiliated with the NCPG has submitted a bid for a customer's business.

C. The Illegal Territorial Allocation Agreement

Beginning at least as early as 1995 and continuing until at least 2001, the NCPG, through its officers and directors, and its state affiliates, facilitated, organized, promoted, and advocated an unlawful territorial allocation between and among the state affiliates for the provision of problem gambling services in violation of Section 1 of the Sherman Act, 15 U.S.C. §1. The territorial allocation was a horizontal agreement among the state affiliates of the NCPG which was effectuated by the NCPG. The purpose of this unlawful territorial allocation was to prevent the NCPG's state affiliates from offering or selling problem gambling services outside of their home states, thereby eliminating competition between and among the state affiliates of the NCPG.

Although many of its activities are in the public interest, the NCPG was acting illegally to curtail competition by establishing the territorial allocation. Its purpose in doing so reflected the desire of a controlling majority of its state affiliates to prevent competitive incursions by other state affiliates. In response to incipient competition from certain state affiliates, state affiliates met and agreed with the NCPG to adopt, publish, and enforce resolutions, policies, guidelines, and certification standards to limit the provision of problem gambling services across state lines. The territorial allocation was enforced by threats of sanctions, including fines and

revocation of NCPG membership, and threats to deny national certification to counselors trained by out-of-state affiliates. These actions reduced competition among state affiliates, leaving customers with few, if any, choices other than the affiliate in their state. The territorial allocation deprived customers of the benefits of free competition, stifled innovation, and decreased quality.

In contrast to the legitimate, pro-competitive territorial allocations put into effect by many associations, the territorial allocation agreed to by the state affiliates and orchestrated by the NCPG curtailed competition among the state affiliates, without enhancing economic efficiency. When territorial allocations enhance economic efficiency, they may be pro-competitive. For example, when a manufacturer of a product sets up exclusive territories for its distributors to encourage them to maximize their sales, advertising, and promotion efforts, while at the same time providing them with assurance that they, and not other sellers of the manufacturer's product, will reap the benefits of their efforts, the public as well as the product manufacturer may benefit from their competitive efforts, vis-a-vis other competitive products. Thus, by limiting "intrabrand" competition for the product, "interbrand" competition among the competing products may be increased. Here, however, there is no "product" offered by the NCPG to its state affiliates. The NCPG does not create problem gambling services or products that it then distributes through its state affiliates, nor does it make an effort to identify the best problem gambling services or products among those sold by its affiliates or to encourage them to adopt any set of best problem gambling services or products. Instead, each of the state affiliates independently creates and sells its own problem gambling services and products, many of which are unique. For example, the Minnesota affiliate has developed a 60-hour counselor training

program which also is offered as an interactive, web-based course. The Minnesota affiliate also consults with public policy think-tanks focused on the problem of compulsive gambling, such as one held at Harvard University. Other state affiliates, including the Texas affiliate, create and distribute publications in Spanish to meet the needs of Hispanic problem gamblers. Still other state affiliates sponsor programs for troubled teenagers, such as the Washington affiliate's "Gambling, Addictions, and At-Risk Youth."

Thus, the territorial allocation deprived customers of the benefits of free competition among the different services offered by different state affiliates.

The state affiliates agreed to have the NCPG implement and enforce the territorial allocation agreement in several ways. At a 1995 meeting in Puerto Rico, the NCPG state affiliates agreed to modify the Affiliate Guidelines to discourage competition between and among the state affiliates, requiring an out-of-state affiliate to get permission from the in-state affiliate before seeking business in that affiliate's state.

The following year, when some state affiliates continued to bid out-of-state, the state affiliates passed a resolution imposing sanctions against any state affiliate that attempted to compete outside its home state. Later in 1996, the state affiliates agreed with the NCPG Board of Directors to adopt an "Ethics Resolution" setting forth the agreement to allocate territories as an ethical standard. It also required that a fee or a portion of revenues be paid to the in-state affiliate who consented to another affiliate providing in-state services. Affiliates failing to heed the Ethics Resolution were subject to sanctions, including fines or revocation of NCPG membership. In 1999, the NCPG incorporated the provisions of the Ethics Resolution into a formal Affiliate Agreement, which was ratified by a majority of state affiliates.

D. Effects of the Agreement

The unlawful territorial allocation has had the effect of limiting choice, reducing quality, and stifling innovation in the development and sale of problem gambling services. Customers have been deprived of the benefits of free and open competition in the purchase of problem gambling services, including the benefit of choosing among a variety of problem gambling services offered by different state affiliates. Prospectively, eliminating the unlawful territorial allocation will have the effect of increasing choice, increasing quality, and encouraging innovation.

The territorial allocation has been effective because the NCPG has had the means and the will to enforce it against affiliates that have sought to compete across state lines. Accusations of unethical conduct have dissuaded customers from contracting with offending affiliates. Withholding credit for problem gambling counselor training has prevented affiliates from offering training programs outside their home states. Threatening affiliates with the loss of NCPG membership also has served to confine affiliates to their home states because some states will contract only with the NCPG members.

Although the territorial allocation has been largely effective in preventing interstate competition, a few affiliates, most notably the Minnesota affiliate, have sought business outside their home states. These transgressions frequently precipitated NCPG enforcement actions that achieved their anti-competitive purpose. For example, when the Minnesota affiliate sought a contract from the State of Nebraska, the NCPG asked that Minnesota withdraw its bid and support the efforts of the Nebraska affiliate. As a result, the Minnesota affiliate decided not to

actively pursue the contract. When the Minnesota affiliate offered a gambling counselor training program in the State of Missouri, the NCPG warned that it would not grant credit for the training, thereby discouraging students from signing up for the program. Consequently, the Minnesota affiliate dropped the program. The in-state program that ultimately was provided was inferior because it employed less qualified instructors than the Minnesota affiliate proposed to use. In at least one instance, the Minnesota affiliate bid successfully in another state. It won a contract with the Arizona lottery by offering a far more comprehensive program than did the in-state affiliate. The Arizona affiliate complained to the NCPG, precipitating a hearing on sanctions against the Minnesota affiliate.

III. Explanation Of The Proposed Final Judgment

A. Prohibited Conduct

The proposed Final Judgment prohibits the defendant from engaging in multiple categories of prohibited conduct. These prohibitions are intended to prevent the defendant from using a territorial allocation scheme to pressure PGSPs not to cross state lines to compete for contracts. These provisions will also bar the defendant from adopting policies which imply that competition between PGSPs across state lines is unethical, unprofessional, or contrary to the policy of the NCPG.

Section IV.A of the proposed Final Judgment contains a general prohibition against any agreement by the defendant that hinders any PGSP from: (1) selling problem gambling services in any state or territory or to any customer; or (2) submitting competitive bids in any state or territory or to any customer. Section IV.B contains a prohibition against any agreement, code of ethics, rule, by-law, resolution, policy, guideline, standard, certification, or statement which

implies that the competitive practices listed in Section IV.A are unethical, unprofessional, or contrary to NCPG policy. Section IV.C prohibits the defendant from adopting, disseminating, publishing, seeking adherence to, facilitating, or enforcing any standard or policy that: (1) requires any PGSP to obtain permission from, inform, or consult with any other PGSP before submitting a bid or making a sale in any state or territory or to any customer; (2) requires any PGSP to contract with, provide a fee to, or a portion of revenues to, or otherwise remunerate any other PGSP as a result of selling in any state or territory or to any customer; (3) sanctions, penalizes, or otherwise retaliates against any PGSP for competing with any other PGSP; or (4) creates or facilitates an agreement not to compete between two or more PGSPs.

B. Limiting Conditions

Section V of the proposed Final Judgment contains certain limiting provisions that clarify the scope of the prohibitions in Section IV. Section V identifies specific activities that are unlikely to restrict competition and are not prohibited by the decree. Specifically, Section V.A states that nothing in the proposed Final Judgment limits any individual NCPG member from acting independently in negotiating any terms of its business relationships. Section V.B states that NCPG members may enter into valid joint ventures, as long as such activities do not violate any of the provisions of Section IV. Finally, Section V.C states that the NCPG retains the right to sanction or terminate any member according to the process described in its by-laws, provided that such activities do not violate any provision contained in Section IV.

C. Additional Relief

Section VI of the proposed Final Judgment requires the defendant to publish a notice describing the Final Judgment in Card Player magazine, a gambling industry publication, within

sixty (60) days after the proposed Final Judgment is entered. Section VI also requires that written notice be sent to all current members of the NCPG within thirty (30) days after the proposed Final Judgment is entered. A copy of the written notice also must be sent to each new member of NCPG during the ten-year life of this Final Judgment.

Section VII requires the defendant to designate an Antitrust Compliance Officer who shall not be an officer or director of an affiliate of the NCPG, and to set up an antitrust compliance program to ensure that its members are aware of and comply with the prohibitions in the proposed Final Judgment and the antitrust laws. Defendant must furnish a copy of the Final Judgment and this Competitive Impact Statement to each of its officers, directors, and non-clerical employees who address issues related to the provision of problem gambling services. To ensure compliance with the Final Judgment, the Antitrust Compliance officer is also required to: (1) conduct a program at each NCPG annual meeting on the antitrust laws; (2) review the NCPG code of ethics, rules, by-laws, resolutions, guidelines, agreements and policy statements; (3) review the purpose for the creation of each NCPG committee and sub-committee; and (4) attend all meetings of the NCPG affiliates committee and review the proceedings.

Section VIII requires the defendant to certify the designation of an Antitrust Compliance Officer and the distribution of the notice required by Section VII. It also requires the defendant to submit to the United States an annual statement regarding defendant's compliance with the Final Judgment. If the Antitrust Compliance Officer learns of any violations of the Final Judgment, defendant must take appropriate steps to terminate the activity so as to comply with the Final Judgment.

Section IX of the proposed Final Judgment provides that, upon request of the Department

of Justice, the defendant must submit written reports, under oath, with respect to any of the matters contained in the Final Judgment. Additionally, the Department of Justice is permitted to inspect and copy all books and records, and to interview defendant's officers, directors, employees, and agents.

D. Effect of the Final Judgment

The parties have stipulated that the Court may enter the proposed Final Judgment at any time after compliance with the APPA. The proposed Final Judgment states that it shall not constitute any evidence against or an admission by either party with respect to any issue of fact or law. Section III of the proposed Final Judgment provides that it shall apply to the defendant and each of its officers, directors, agents, employees, successors, and assigns and to any organization to which it is to be merged or reorganized, or by which it is to be acquired.

The Government believes that the proposed Final Judgment is fully adequate to prevent the continuation or recurrence of the violations of Section 1 of the Sherman Act alleged in the Complaint, and that disposition of this proceeding without further litigation is appropriate and in the public interest.

IV. Remedies Available To Potential Private Litigants

Section 4 of the Clayton Act, 15 U.S.C. § 15, provides that any person who has been injured as a result of conduct prohibited by the antitrust laws may bring suit in federal court to recover three times the damages suffered, as well as costs and reasonable attorneys' fees. Entry of the proposed Final Judgment will neither impair nor assist the bringing of such actions. Under the provisions of Section 5(a) of the Clayton Act, 15 U.S.C. § 16(a), the Final Judgment has no *prima facie* effect in any subsequent lawsuits that may be brought against the defendant.

V. Procedures Available For Modification Of The Proposed Final Judgment

The United States and the defendant have stipulated that the proposed Final Judgment may be entered by the Court after compliance with the provisions of the APPA, provided that the United States has not withdrawn its consent. The APPA conditions entry upon the Court's determination that the proposed Final Judgment is in the public interest. The Department believes that entry of this Final Judgment is in the public interest.

The APPA provides a period of at least sixty (60) days preceding the effective date of the proposed Final Judgment within which any person may submit to the United States written comments regarding the proposed Final Judgment. Any person who wishes to comment should do so within sixty (60) days of publication of this Competitive Impact Statement in the Federal Register. The United States will evaluate and respond to the comments. All comments will be given due consideration by the Department of Justice, which remains free to withdraw its consent to the Final Judgment at any time prior to entry. The comments and the response of the United States will be filed with the Court and published in the Federal Register.

Written comments should be submitted to:

Marvin N. Price, Jr., Chief
Chicago Field Office
U.S. Department of Justice
Antitrust Division
209 S. LaSalle St., Suite 600
Chicago, Illinois 60604

Under Section XI of the proposed Final Judgment, the Court will retain jurisdiction over this action, and the parties may apply to the Court for orders necessary or appropriate for the modification, interpretation, or enforcement of the Final Judgment. The proposed Final

Judgment will expire ten (10) years from the date of its entry.

VI. Alternatives To The Proposed Final Judgment

As an alternative to the proposed Final Judgment, the Department considered litigation on the merits. The Department rejected that alternative for two reasons. First, a trial would involve substantial cost to both the United States and to the defendant and is not warranted because the proposed Final Judgment provides all the relief the Government would likely obtain following a successful trial. Second, the Department is satisfied that the various compliance procedures to which the defendant has agreed will ensure that the anticompetitive practices alleged in the Complaint are unlikely to recur and, if they do recur, will be punishable by civil or criminal contempt, as appropriate.

VII. Standard of Review Under The APPA For The Proposed Final Judgment

The APPA requires that proposed consent judgments in antitrust cases brought by the United States be subject to a 60 day comment period, after which the Court shall determine whether entry of the proposed Final Judgment is "in the public interest." In making that determination, the Court *may* consider--

> (1) the competitive impact of such judgment, including termination of alleged violations, provisions for enforcement and modification, duration or relief sought, anticipated effects of alternative remedies actually considered, and any other considerations bearing upon the adequacy of such judgment;
>
> (2) the impact of entry of such judgment upon the public generally and individuals alleging specific injury from the violations set forth in the complaint including consideration of the public benefit, if any, to be derived from a determination of the issues at trial.

15 U.S.C. § 16(e) (emphasis added).

As the Court of Appeals for the District of Columbia has held, the APPA permits a court

to consider, among other things, the relationship between the remedy secured and the specific allegations set forth in the government's complaint, whether the decree is sufficiently clear, whether enforcement mechanisms are sufficient, and whether the decree may positively harm third parties. *See United States v. Microsoft Corp*., 56 F.3d 1448, 1458-62 (D.C. Cir. 1995).

In conducting this inquiry, "the Court is nowhere compelled to go to trial or to engage in extended proceedings which might have the effect of vitiating the benefits of prompt and less costly settlement through the consent decree process."[1] Rather,

> absent a showing of corrupt failure of the government to discharge its duty, the Court, in making its public interest finding, should . . . carefully consider the explanations of the government in the competitive impact statement and its responses to comments in order to determine whether those explanations are reasonable under the circumstances.[2]

Accordingly, with respect to the adequacy of the relief secured by the decree, a court may not "engage in an unrestricted evaluation of what relief would best serve the public." *United States v. BNS, Inc.*, 858 F.2d 456, 462 (9th Cir. 1988), (quoting *United States v. Bechtel Corp*., 648 F.2d 660, 666 (9th Cir.), *cert. denied*, 454 U.S. 1083 (1981)); *see also Microsoft*, 56 F.3d at 1458. "Indeed, the district court is without authority to 'reach beyond the complaint to evaluate

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[1] 119 Cong. Rec. 24,598 (1973). *See United States v. Gillette Co.*, 406 F. Supp. 713, 715 (D. Mass. 1975). A "public interest" determination can be made properly on the basis of the Competitive Impact Statement and Response to Comments filed pursuant to the APPA. Although the APPA authorizes the use of additional procedures, 15 U.S.C. § 16(f), those procedures are discretionary. A court need not invoke any of them unless it believes that the comments have raised significant issues and that further proceedings would aid the court in resolving those issues. *See* H.R. Rep. No. 93-1463, 93rd Cong. 2d Sess. 8-9 (1974), *reprinted in* 1974 U.S.C.C.A.N. 6535, 6538-39.

[2] *United States v. Mid-America Dairymen, Inc.,* 1977-1 Trade Cas. (CCH) ¶61,508, at 71,980 (W.D.Mo. 1977); *see also United States v. Loew's Inc*., 783 F. Supp. 211, 214 (S.D.N.Y. 1992); *United States v. Columbia Artists Mgmt., Inc*., 662 F. Supp. 865, 870 (S.D.N.Y. 1987).

claims that the government did *not* make and to inquire as to why they were not made.'" *United States v. Microsoft Corp.,* 231 F. Supp. 2d 144, 154 (D.D.C. 2002) (quoting *Microsoft,* 56 F.3d at 1459). Precedent requires that:

> the balancing of competing social and political interests affected by a proposed antitrust consent decree must be left, in the first instance, to the discretion of the Attorney General. The court's role in protecting the public interest is one of insuring that the government has not breached its duty to the public in consenting to the decree. The court is required to determine not whether a particular decree is the one that will best serve society, but whether the settlement is "*within the reaches of the public interest*." More elaborate requirements might undermine the effectiveness of antitrust enforcement by consent decree.[3]

The proposed Final Judgment, therefore, should not be reviewed under a standard of whether it is certain to eliminate every anticompetitive effect of a particular practice or whether it mandates certainty of free competition in the future. Court approval of a final judgment requires a standard more flexible and less strict than the standard required for a finding of liability. A "proposed decree must be approved even if it falls short of the remedy the court would impose on its own, as long as it falls within the range of acceptability or is within the reaches of public interest."[4]

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[3] *United States v. Bechtel Corp*., 648 F.2d at 666 (emphasis added); *see also United States v. BNS, Inc.,* 858 F.2d at 462-63 (district court may not base its public interest determination on antitrust concerns in markets other than those alleged in government's complaint); *United States v. Gillette Co.,* 406 F. Supp. at 716 (court will not look at settlement "hypercritically, nor with a microscope"); *United States v. National Broad. Co.,* 449 F. Supp. 1127, 1143 (C.D. Cal. 1978) (same).

[4] *Microsoft,* 231 F. Supp. 2d at 153 (quoting *United States v. American Tel. & Tel. Co*., 552 F. Supp. 131, 151 (D.D.C. 1982), (citation omitted), *aff'd sub nom. Maryland v. United States,* 460 U.S. 1001 (1983)); *see also United States v. Alcan Aluminum, Ltd.,* 605 F. Supp. 619, 622 (W.D. Ky. 1985) (standard is not whether decree is one that will best serve society, but whether it is within the reaches of the public interest); *United States v. Carrols Dev. Corp.,* 454 F. Supp. 1215, 1222 (N.D.N.Y. 1978) (standard is not whether decree is the best of all possible

Moreover, the court's role under the APPA is limited to reviewing the remedy in relationship to the violations that the United States has alleged in its complaint, and does not authorize the court to "construct [its] own hypothetical case and then evaluate the decree against that case." *Microsoft*, 56 F.3d at 1459. Since the "court's authority to review the decree depends entirely on the government's exercising its prosecutorial discretion by bringing the case in the first place," it follows that the court "is only authorized to review the decree itself," and not to "effectively redraft the complaint" to inquire into other matters that the United States might have but did not pursue. *Id.* at 1459-60.

VIII. Determinative Materials And Documents

There are no determinative documents within the meaning of the APPA that were considered by the United States in formulating the proposed Final Judgment.

Dated: June 13, 2003

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settlements, but whether decree falls within the reaches of the public interest).

Respectfully submitted,

_____/s/_____

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