UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION

UNITED STATES OF AMERICA,	)	
	)	
	)	
Plaintiff,	)	
	)	No.CV 496-35
	)	
v.	)	Hon. John F. Nangle
	)	
	)	
	)	
WASTE MANAGEMENT OF GEORGIA, INC., d/b/a	)	
WASTE MANAGEMENT OF SAVANNAH, and	)	
WASTE MANAGEMENT OF LOUISIANA, INC., d/b/a	)	
WASTE MANAGEMENT OF CENTRAL LOUISIANA, and	)	
WASTE MANAGEMENT, INC.,	)	
	)	
Defendants.	)	

MOTION FOR ENTRY OF FINAL JUDGMENT

Pursuant to Section 2(b) of the Antitrust Procedures and Penalties Act, ("APPA"), 15 U.S.C. § 16 (b)-(h), the United States of America moves for entry of the proposed Final Judgment in this civil antitrust proceeding. The Final Judgment may be entered at this time without further hearing, if the Court determines that entry is in the public interest. A Certificate of Compliance, certifying that the parties have complied with all applicable provisions of the APPA and that the waiting period has expired, has been filed simultaneously with this Court.

I.

Background

The action was commenced on February 15, 1996, when the United States filed a civil antitrust Complaint to prevent and restrain defendants Waste Management of Georgia, Inc.("WMG"), d/b/a Waste Management of Savannah, Waste Management of Louisiana, Inc. ("WML"), d/b/a Waste Management of Central Louisiana and Waste Management, Inc. ("WMI") from maintaining and enhancing their market power in small containerized solid waste hauling service in the Savannah and Central Louisiana markets by using contracts in those markets that have restrictive and anticompetitive effects, in violation of Section 2 of the Sherman Act, 15 U.S.C. §2. Specifically, the Complaint alleges that: (1) Defendant WMG has market power in small containerized hauling service in the Savannah, GA market and Defendant WML has market power in small containerized hauling service in the Central Louisiana market; (2) Defendants, acting with specific intent, used and enforced contracts containing restrictive provisions to exclude and constrain competition and to maintain and enhance their market power in small containerized hauling service in those markets; (3) in the context of their large market shares and market power, Defendants' use and enforcement of those contracts in the Savannah and Central Louisiana markets has had anticompetitive and exclusionary effects by significantly increasing barriers to

entry facing new entrants and barriers to expansion faced by small incumbents; (4) Defendants' market power is maintained and enhanced by their use and enforcement of those contracts; and (5) as a result, there is a dangerous probability that Defendants will achieve monopoly power in the Savannah and Central Louisiana markets in violation of Section 2 of the Sherman Act.

Simultaneously with the filing of the Complaint, the United States filed a proposed Final Judgment, a Stipulation signed by the parties stipulating to entry of the Final Judgment, and a Competitive Impact Statement. The proposed Final Consent Judgment requires that, in dealing with small-container customers in the Savannah and Central Louisiana markets, Defendants only enter into contracts containing significantly less restrictive terms than the contracts they now use in those markets. Specifically, the Defendants will be prohibited from using any contract with small-container customers in the Savannah and Central Louisiana markets that:

(1) Has an initial term longer than two years (unless a longer term ins requested by the customer and other conditions are met);

(2) Has any renewal term longer than one year;

(3) Requires that the customer give notice of termination more than 30 days prior to the end of a term;

(4) Requires the customer to pay liquidated damages over 3 times the greater of its prior monthly charge or its average monthly charge during the first

year of the initial term of the customer's contract, or over 2 times the greater of its prior monthly charge or its average monthly charge thereafter;

(5) Requires the customer to give Waste Management notice of any offer by or to another solid waste hauling firm or requires the customer to give it a reasonable opportunity the right to respond to such an offer for any period not covered by the contract ("right to compete" clause);

(6) Is not labeled "Service Contract" and is not easily readable; or

(7) Requires a customer to give Waste Management the right or opportunity to provide hauling services for all solid wastes and recyclables, unless the customer affirmatively indicates that is its desire. Furthermore, Defendants would be prohibited from enforcing provisions in existing contracts that are inconsistent with the Final Judgment.

The Competitive Impact Statement explains the basis for the Complaint and the reasons why entry of the proposed Final Judgment would be in the public interest. The Stipulation provides that the proposed Final Judgment may be entered by the Court after the completion of the procedures required by the APPA.

II.

Compliance with the APPA

The APPA requires defendants to file a description of communications with any officer or employee of the United States concerning the proposed Final Judgment, 15 U.S.C. § 16(g). The APPA also requires a sixty-day period for the