

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA

and

STATE OF ALABAMA,

Plaintiffs,

v.

REPUBLIC SERVICES, INC.

and

SANTEK WASTE SERVICES, LLC,

Defendants.

**PROPOSED FINAL JUDGMENT**

WHEREAS, Plaintiffs, United States of America and the State of Alabama, filed their Complaint on March 31, 2021;

AND WHEREAS, the United States, the State of Alabama, and Defendants, Republic Services, Inc. (“Republic”) and Santek Waste Services, LLC. (“Santek”), have consented to entry of this Final Judgment without the taking of testimony, without trial or adjudication of any issue of fact or law, and without this Final Judgment constituting any evidence against or admission by any party regarding any issue of fact or law;

AND WHEREAS, Defendants agree to make certain divestitures to remedy the loss of competition alleged in the Complaint;

AND WHEREAS, Defendants represent that the divestitures and other relief required by this Final Judgment can and will be made and that Defendants will not later raise a claim of hardship or difficulty as grounds for asking the Court to modify any provision of this Final Judgment;

NOW THEREFORE, it is ORDERED, ADJUDGED, AND DECREED:

## **I. JURISDICTION**

The Court has jurisdiction over the subject matter of and each of the parties to 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. “Republic” means Defendant Republic Services, Inc., a Delaware corporation with its headquarters in Phoenix, Arizona, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

B. “Santek” means Defendant Santek Waste Services, LLC, a Tennessee limited liability company with its headquarters in Cleveland, Tennessee, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

C. “CWS” means Capital Waste Services, LLC, a portfolio company of Kinderhook and a Delaware limited liability company with its headquarters in Columbia, South Carolina, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

D. “EcoSouth” means EcoSouth Services of Birmingham and EcoSouth Services of Mobile.

E. “EcoSouth of Birmingham” means EcoSouth Services of Birmingham, LLC, a portfolio company of Kinderhook and a Delaware limited liability company with its headquarters in Birmingham, Alabama, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

F. “EcoSouth of Mobile” means EcoSouth Services of Mobile, LLC, a portfolio company of Kinderhook and an Alabama limited liability company with its headquarters in Axis, Alabama, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

G. “Kinderhook” means Kinderhook Industries LLC, a Delaware limited liability company with its headquarters in New York, New York, its successors and assigns, and its subsidiaries, portfolio companies (including but not limited to CWS and EcoSouth), divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

H. “Waste Connections” means Waste Connections, Inc., a Canadian corporation with its headquarters in Ontario, Canada, its successors and assigns, and its subsidiaries (including but not limited to Waste Connections of Texas), divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

I. “Waste Connections of Texas” means Waste Connections of Texas, LLC, a subsidiary of Waste Connections and a Delaware limited liability company with its headquarters in The Woodlands, Texas, its successors and assigns, and its subsidiaries, divisions, groups,

affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

J. “Divestiture Assets” means the Southeast Divestiture Assets and the Texas Divestiture Assets.

K. “Southeast Divestiture Assets” means all of Defendants’ rights, titles, and interests in and to:

1. the transfer stations and landfills listed in Appendix A;
2. all property and assets, tangible and intangible, wherever located, related to or used in connection with the transfer stations and landfills listed in Appendix A, including but not limited to:

- a. all real property, including but not limited to fee simple interests, real property leasehold interests and renewal rights thereto, improvements to real property, and options to purchase any adjoining or other property, together with all offices, garages, material recovery facilities, and other related facilities;

- b. all tangible personal property, including but not limited to capital equipment, trucks and other vehicles, scales, power supply equipment, and office furniture, materials, and supplies;

- c. all contracts, contractual rights, and customer relationships; and all other agreements, commitments, and understandings;

- d. all licenses, permits, certifications, approvals, consents, authorizations, and registrations and all pending applications or renewals; and

- e. all records and data, including but not limited to customer lists, accounts, credits records, and repair and performance records;

3. the collection facilities and Routes listed in Appendix A; and

4. all property and assets, tangible and intangible, wherever located, related to or used in connection with the Routes listed in Appendix A, including but not limited to:

a. all real property, including but not limited to fee simple interests, real property leasehold interests and renewal rights thereto, improvements to real property, and options to purchase any adjoining or other property, together with all offices, garages, and related facilities;

b. all tangible personal property, including but not limited to capital equipment, vehicles, and containers assigned to Routes listed in Appendix A, and, at the option of the Acquirer of the Southeast Divestiture Assets, spare vehicles and containers, scales, power supply equipment, and office furniture, materials, and supplies;

c. all contracts (except Hybrid Contracts), contractual rights, and customer relationships; and all other agreements, commitments, and understandings;

d. all licenses, permits, certifications, approvals, consents, and authorizations, and all pending applications or renewals; and

e. all records and data, including but not limited to customer lists, accounts, and credits records, and repair and performance records;

*provided, however*, that the assets specified in Paragraphs II(K)(4)(a)–(e) above do not include the collection facility located at 101 Barber Boulevard, Gardendale, Alabama 35071 or the Excluded Disposal Agreements.

L. “Texas Divestiture Assets” means all of Defendants’ rights, titles, and interests in and to:

1. Santek SCCW Collection Routes 902 and 903 (“Routes 902 and 903”);  
and

2. all property and assets, tangible and intangible, wherever located, related to or used in connection with the Routes 902 and 903, including but not limited to:

a. all tangible personal property, including but not limited to capital equipment, vehicles, and containers assigned to Routes 902 or 903, and, at the option of the Acquirer of the Texas Divestiture Assets, spare vehicles and containers;

b. all contracts, contractual rights, and customer relationships; and all other agreements, commitments, and understandings;

c. all licenses, permits, certifications, approvals, consents, and authorizations, and all pending applications or renewals; and

d. all records and data, including but not limited to customer lists, accounts, and credits records, and repair and performance records;

*provided, however*, that the assets specified in Paragraphs II(L)(2)(a)–(d) above do not include the collection facility located at 701 US Hwy 59 South, Cleveland Texas, 77327.

M. “Acquirer” or “Acquirers” means the Acquirer of the Southeast Divestiture Assets and the Acquirer of the Texas Divestiture Assets.

N. “Acquirer of the Southeast Divestiture Assets” means Kinderhook, including CWS and EcoSouth, or another entity to whom Defendants divest the Southeast Divestiture Assets.

O. “Acquirer of the Texas Divestiture Assets” means Waste Connections, including Waste Connections of Texas, or another entity to whom Defendants divest the Texas Divestiture Assets.

P. “Commercial Recycling Collection” means the business of collecting recyclables, which are discarded materials that will be processed and reused, from commercial and industrial accounts and transporting those recyclables to a recycling site (typically called a “materials recovery facility,” or “MRF”).

Q. “Disposal” means the business of disposing of waste into disposal sites, including the use of transfer stations to facilitate shipment of waste to other disposal sites.

R. “Excluded Disposal Agreements” means (1) the Landfill Disposal Services Agreement, dated December 1, 2012, between Putnam County, Tennessee and Santek Environmental, Inc., as amended by First Amendment to Landfill Disposal Services Agreement, dated October 16, 2020, and (2) the Waste Disposal Agreement, dated November 16, 2018, between Santek Environmental, LLC and Clean Harbors Environmental Services, Inc., as amended by First Amendment to Waste Disposal Agreement, dated January 26, 2021.

S. “Hybrid Contracts” means customer waste or recycling collection contacts that include a combination of services and/or collection stops included in the Southeast Divestiture Assets and services and/or collection stops not included in the Southeast Divestiture Assets.

T. “MSW” means municipal solid waste. Municipal solid waste is a term of art used to describe solid putrescible waste generated by households and commercial establishments such as retail stores, offices, restaurants, warehouses, and non-manufacturing activities in industrial facilities. MSW does not include special handling waste (e.g., waste from manufacturing processes, regulated medical waste, sewage, and sludge), hazardous waste, or waste generated by construction or demolition sites.

U. “Route” means a group of customers receiving regularly scheduled waste collection service as of February 23, 2021, including customers from that group for whom

service has been suspended due to issues related to COVID-19 and any customers added to that group between February 23, 2021, and the date that the Route is divested to an Acquirer.

V. “Small Container Commercial Waste Collection” (or “SCCW Collection”) means the business of collecting MSW from commercial and industrial accounts, usually in “dumpsters” (i.e., small containers with one-to-ten cubic yards of storage capacity), and transporting—or “hauling”—that waste to a disposal site, typically by use of a front-end, side-load, or rear-end truck. Typical SCCW Collection customers include office and apartment buildings and retail establishments (e.g., stores and restaurants).

W. “Southeast Divestiture Date” means the date on which the Southeast Divestiture Assets are divested to the Acquirer of the Southeast Divestiture Assets.

X. “Southeast Personnel” means all full-time, part-time, or contract employees wherever located, involved in the MSW Disposal, SCCW Collection, and Commercial Recycling Collection services provided for a Route or facility included in the Southeast Divestiture Assets at any time between February 18, 2020 and the Southeast Divestiture Date. The United States, in its sole discretion, will resolve any disagreement regarding which employees are Southeast Personnel.

Y. “Texas Divestiture Date” means the date on which the Texas Divestiture Assets are divested to the Acquirer of the Texas Divestiture Assets.

Z. “Texas Personnel” means all full-time, part-time, or contract employees of Santek, wherever located, involved in the SCCW Collection services provided for a Route included in the Texas Divestiture Assets at any time between February 18, 2020 and the Texas Divestiture Date. The United States, in its sole discretion, will resolve any disagreement regarding which employees are Texas Personnel.



### **III. APPLICABILITY**

A. This Final Judgment applies to Republic and Santek, as defined above, and all other persons, in active concert or participation with any Defendant, who receive actual notice of this Final Judgment.

B. If, prior to complying with Sections IV, V, and VI of this Final Judgment, Defendants sell or otherwise dispose of all or substantially all of their assets or of business units that include the Divestiture Assets, Defendants must require any purchaser to be bound by the provisions of this Final Judgment. Defendants need not obtain such an agreement from the Acquirers.

### **IV. DIVESTITURE OF THE SOUTHEAST DIVESTITURE ASSETS**

A. Defendants are ordered and directed, within thirty (30) calendar days after the Court's entry of the Asset Preservation Stipulation and Order in this matter, to divest the Southeast Divestiture Assets in a manner consistent with this Final Judgment to Kinderhook (through its portfolio companies, CWS or EcoSouth) or another Acquirer acceptable to the United States, in its sole discretion, after consultation with the State of Alabama. The United States, in its sole discretion, may agree to one or more extensions of this time period, not to exceed sixty (60) calendar days in total, and will notify the Court of any extensions.

B. Defendants must use their best efforts to divest the Southeast Divestiture Assets as expeditiously as possible and may not take any action to impede the permitting, operation, or divestiture of the Southeast Divestiture Assets.

C. Unless the United States otherwise consents in writing, divestiture pursuant to this Final Judgment must include the entire Southeast Divestiture Assets and must be accomplished in such a way as to satisfy the United States, in its sole discretion, after consultation with the

State of Alabama, that the Southeast Divestiture Assets can and will be used by the Acquirer of the Southeast Divestiture Assets as part of a viable, ongoing business of MSW Disposal and a viable, ongoing business of SCCW Collection and that the divestiture to the Acquirer of the Southeast Divestiture Assets will remedy the competitive harm alleged in the Complaint.

D. The divestiture must be made to an Acquirer that, in the United States' sole judgment, after consultation with the State of Alabama, has the intent and capability (including the necessary managerial, operational, technical, and financial capability) to compete effectively in the business of MSW Disposal and SCCW Collection.

E. The divestiture must be accomplished so as to satisfy the United States, in its sole discretion, after consultation with the State of Alabama, that none of the terms of any agreement between the Acquirer of the Southeast Divestiture Assets and Defendants give Defendants the ability unreasonably to raise the costs of the Acquirer of the Southeast Divestiture Assets, to lower the efficiency of the Acquirer of the Southeast Divestiture Assets, or otherwise to interfere in the ability of the Acquirer of the Southeast Divestiture Assets to compete effectively in the business of MSW Disposal and SCCW Collection.

F. Divestiture of the Southeast Divestiture Assets may be made to one or more Acquirers, provided that it is demonstrated to the sole satisfaction of the United States, after consultation with the State of Alabama, that the criteria required by Paragraphs IV(C), IV(D), and IV(E) will still be met.

G. In the event Defendants are attempting to divest the Southeast Divestiture Assets to an Acquirer other than Kinderhook (through its portfolio companies, CWS or EcoSouth), Defendants promptly must make known, by usual and customary means, the availability of the Southeast Divestiture Assets. Defendants must inform any person making an inquiry regarding a

possible purchase of the Southeast Divestiture Assets that the Southeast Divestiture Assets are being divested in accordance with this Final Judgment and must provide that person with a copy of this Final Judgment. Defendants must offer to furnish to all prospective Acquirers of the Southeast Divestiture Assets, subject to customary confidentiality assurances, all information and documents relating to the Southeast Divestiture Assets that are customarily provided in a due-diligence process; *provided, however*, that Defendants need not provide information or documents subject to the attorney-client privilege or work-product doctrine. Defendants must make all information and documents available to Plaintiffs at the same time that the information and documents are made available to any other person.

H. Defendants must provide prospective Acquirers of the Southeast Divestiture Assets with (1) access to make inspections of the Southeast Divestiture Assets; (2) access to all environmental, zoning, and other permitting documents and information; and (3) access to all financial, operational, or other documents and information customarily provided as part of a due diligence process. Defendants also must disclose all encumbrances on any part of the Southeast Divestiture Assets, including on intangible property.

I. Defendants must cooperate with and assist the Acquirer of the Southeast Divestiture Assets in identifying and, at the option of the Acquirer of the Southeast Divestiture Assets, hiring all Southeast Personnel.

1. Within ten (10) business days following the filing of the Complaint in this matter, Defendants must identify all Southeast Personnel to the Acquirer of the Southeast Divestiture Assets and Plaintiffs, including by providing organization charts covering all Southeast Personnel.

2. Within ten (10) business days following receipt of a request by the Acquirer of the Southeast Divestiture Assets or the United States, Defendants must provide to the Acquirer of the Southeast Divestiture Assets and Plaintiffs additional information related to Southeast Personnel, including name, job title, reporting relationships, past experience, responsibilities, training and educational history, relevant certifications, job performance evaluations. Defendants must also provide to the Acquirer of the Southeast Divestiture Assets and Plaintiffs current, recent, and accrued compensation and benefits, including most recent bonuses paid, aggregate annual compensation, current target or guaranteed bonus, if any, any retention agreement or incentives, and any other payments due, compensation or benefits accrued, or promises made to Southeast Personnel. If Defendants are barred by any applicable law from providing any of this information, within ten (10) business days following receipt of the request, Defendants must provide the requested information to the full extent permitted by law and also must provide a written explanation of Defendants' inability to provide the remaining information, including specifically identifying the provisions of applicable laws.

3. At the request of the Acquirer of the Southeast Divestiture Assets, Defendants must promptly make Southeast Personnel available for private interviews with the Acquirer of the Southeast Divestiture Assets during normal business hours at a mutually agreeable location.

4. Defendants must not interfere with any effort by the Acquirer of the Southeast Divestiture Assets to employ any Southeast Personnel. Interference includes but is not limited to offering to increase the compensation or improve the benefits of Southeast Personnel unless: (a) the offer is part of a company-wide increase in compensation or improvement in benefits that was announced prior to February 18, 2020; or (b) the offer is approved by the

United States in its sole discretion. Defendants' obligations under this Paragraph will expire six (6) months after the divestiture of the Southeast Divestiture Assets pursuant to this Final Judgment.

5. For Southeast Personnel who elect employment with the Acquirer of the Southeast Divestiture Assets within six (6) months of the Southeast Divestiture Date, Defendants must waive all non-compete and non-disclosure agreements, vest all unvested pension and other equity rights, provide any pay pro-rata, provide all other compensation and benefits that those Southeast Personnel have fully or partially accrued, and provide all other benefits that those Southeast Personnel otherwise would have been provided had the Southeast Personnel continued employment with Defendants, including but not limited to any retention bonuses or payments. Defendants may maintain reasonable restrictions on disclosure by Southeast Personnel of Defendants' proprietary non-public information that is unrelated to the business of MSW Disposal, SCCW Collection, and Commercial Recycling Collection and not otherwise required to be disclosed by this Final Judgment.

6. For a period of twelve (12) months from the Southeast Divestiture Date, Defendants may not solicit to rehire Southeast Personnel who were hired by the Acquirer of the Southeast Divestiture Assets within six (6) months of the Southeast Divestiture Date unless (a) an individual is terminated or laid off by the Acquirer of the Southeast Divestiture Assets or (b) the Acquirer of the Southeast Divestiture Assets agrees in writing that Defendants may solicit to rehire that individual. Nothing in this Paragraph prohibits Defendants from advertising employment openings using general solicitations or advertisements and rehiring Southeast Personnel who apply for an employment opening through a general solicitation or advertisement.

J. Defendants must warrant to the Acquirer of the Southeast Divestiture Assets that (1) the Southeast Divestiture Assets will be operational and without material defect on the Southeast Divestiture Date; (2) there are no material defects in the environmental, zoning, or other permits pertaining to the operation of the Southeast Divestiture Assets; and (3) Defendants have disclosed all encumbrances on any part of the Southeast Divestiture Assets, including on intangible property. Following the sale of the Southeast Divestiture Assets, Defendants must not undertake, directly or indirectly, challenges to the environmental, zoning, or other permits pertaining to the operation of the Southeast Divestiture Assets.

K. Defendants must assign, subcontract, or otherwise transfer all contracts (except Hybrid Contracts and the Excluded Disposal Agreements), agreements, and relationships (or portions of such contracts, agreements, and relationships) included in the Southeast Divestiture Assets, including but not limited to all supply and sales contracts, to the Acquirer of the Southeast Divestiture Assets; *provided, however*, that for any contract or agreement that requires the consent of another party to assign, subcontract, or otherwise transfer, Defendants must use best efforts to accomplish the assignment, subcontracting, or transfer. Defendants must not interfere with any negotiations between the Acquirer of the Southeast Divestiture Assets and a contracting party.

L. At the option of the Acquirer of the Southeast Divestiture Assets, and subject to approval by the United States in its sole discretion, on or before the Southeast Divestiture Date, Defendants must assign, subcontract, or otherwise transfer all Hybrid Contracts; *provided, however*, that for any Hybrid Contract that requires the consent of another party to assign, subcontract, or otherwise transfer, Defendants must use best efforts to accomplish the

assignment, subcontracting, or other transfer. Defendants must not interfere with any negotiations between the Acquirer of the Southeast Divestiture Assets and a contracting party.

M. Defendants must make best efforts to assist the Acquirer of the Southeast Divestiture Assets to obtain all necessary licenses, registrations, and permits to operate the Southeast Divestiture Assets. Until the Acquirer of the Southeast Divestiture Assets obtains the necessary licenses, registrations, and permits, Defendants must provide the Acquirer of the Southeast Divestiture Assets with the benefit of Defendants' licenses, registrations, and permits to the full extent permissible by law.

N. At the option of the Acquirer of the Southeast Divestiture Assets, and subject to approval by the United States in its sole discretion, on or before the Southeast Divestiture Date, Defendants must enter into a contract to provide transition services for back office, human resources, accounting, employee health and safety, telephone and information technology services and support for a period of up to three (3) months on terms and conditions reasonably related to market conditions for the provision of the transition services. Any amendments to or modifications of any provisions of a contract for transition services are subject to approval by the United States, in its sole discretion. The United States, in its sole discretion, may approve one or more extensions of any contract for transition services, for a total of up to an additional three (3) months. If the Acquirer of the Southeast Divestiture Assets seeks an extension of the term of any transition services agreement, Defendants must notify the United States in writing at least fifteen (15) days prior to the date the contract expires. The Acquirer of the Southeast Divestiture Assets may terminate a contract for transition services, or any portion of a contract for transition services, without cost or penalty at any time upon thirty (30) days' written notice to Republic. The employee(s) of Defendants tasked with providing transition services must not share any

competitively sensitive information of the Acquirer of the Southeast Divestiture Assets with any other employee of Defendants.

O. At the option of the Acquirer of the Southeast Divestiture Assets, and subject to approval by the United States in its sole discretion, on or before the Southeast Divestiture Date, Defendants must enter into a landfill disposal contract to provide rights to landfill disposal at Republic's Pineview Landfill, located at 2730 Bryan Road, Dora, Alabama 35062 and Santek's Mt. Olive Landfill, located at 101 Barber Boulevard, Gardendale, Alabama 35071. The landfill disposal contract must allow the Acquirer of the Southeast Divestiture Assets to dispose up to a total of 100,000 tons of MSW per year at the Pineview Landfill and Mt. Olive Landfill for a period of up to three (3) years from the Southeast Divestiture Date. Defendants must operate the Pineview Landfill and Mt. Olive Landfill gates, scale houses, and disposal areas for the benefit of the Acquirer of the Southeast Divestiture Assets under terms and conditions no less favorable than those that Defendants provide to their own vehicles. The Acquirer of the Southeast Divestiture Assets may terminate a contract for landfill disposal without cost or penalty at any time upon thirty (30) days' written notice to Republic.

P. At the option of the Acquirer of the Southeast Divestiture Assets, and subject to approval by the United States in its sole discretion, on or before the Southeast Divestiture Date, Defendants must enter into an agreement to provide the Acquirer of the Southeast Divestiture Assets, for a period of up to six (6) months from the Southeast Divestiture Date, the exclusive use of one maintenance bay, outdoor parking for six trucks and empty container storage, and an interior office at Republic's collection facility located at 3950 50th Street SW, Birmingham, Alabama 35221.



Q. If any term of an agreement between Defendants and the Acquirer of the Southeast Divestiture Assets, including but not limited to an agreement to effectuate the divestiture required by this Final Judgment, varies from a term of this Final Judgment, to the extent that Defendants cannot fully comply with both, this Final Judgment determines Defendants' obligations.

**V. DIVESTITURE OF THE TEXAS DIVESTITURE ASSETS**

A. Defendants are ordered and directed, within thirty (30) calendar days after the Court's entry of the Asset Preservation Stipulation and Order in this matter, to divest the Texas Divestiture Assets in a manner consistent with this Final Judgment to Waste Connections (through its subsidiary Waste Connections of Texas) or another Acquirer acceptable to the United States, in its sole discretion. The United States, in its sole discretion, may agree to one or more extensions of this time period, not to exceed sixty (60) calendar days in total, and will notify the Court of any extensions.

B. Defendants must use their best efforts to divest the Texas Divestiture Assets as expeditiously as possible and may not take any action to impede the permitting, operation, or divestiture of the Texas Divestiture Assets.

C. Unless the United States otherwise consents in writing, divestiture pursuant to this Final Judgment must include the entire Texas Divestiture Assets and must be accomplished in such a way as to satisfy the United States, in its sole discretion, that the Texas Divestiture Assets can and will be used by the Acquirer of the Texas Divestiture Assets as part of a viable, ongoing SCCW Collection business and that the divestiture to the Acquirer of the Texas Divestiture Assets will remedy the competitive harm alleged in the Complaint.

D. The divestiture must be made to an Acquirer that, in the United States' sole judgment, has the intent and capability (including the necessary managerial, operational, technical, and financial capability) to compete effectively in the business of SCCW Collection.

E. The divestiture must be accomplished so as to satisfy the United States, in its sole discretion, that none of the terms of any agreement between the Acquirer of the Texas Divestiture Assets and Defendants give Defendants the ability unreasonably to raise the costs of the Acquirer of the Texas Divestiture Assets, to lower the efficiency of the Acquirer of the Texas Divestiture Assets, or otherwise to interfere in the ability of the Acquirer of the Texas Divestiture Assets to compete effectively in the business of SCCW Collection.

F. In the event Defendants are attempting to divest the Texas Divestiture Assets to an Acquirer other than Waste Connections (through its subsidiary Waste Connections of Texas), Defendants promptly must make known, by usual and customary means, the availability of the Texas Divestiture Assets. Defendants must inform any person making an inquiry regarding a possible purchase of the Texas Divestiture Assets that the Texas Divestiture Assets are being divested in accordance with this Final Judgment and must provide that person with a copy of this Final Judgment. Defendants must offer to furnish to all prospective Acquirers of the Texas Divestiture Assets, subject to customary confidentiality assurances, all information and documents relating to the Texas Divestiture Assets that are customarily provided in a due-diligence process; *provided, however*, that Defendants need not provide information or documents subject to the attorney-client privilege or work-product doctrine. Defendants must make all information and documents available to the United States at the same time that the information and documents are made available to any other person.

G. Defendants must provide prospective Acquirers of the Texas Divestiture Assets with (1) access to make inspections of the Texas Divestiture Assets; (2) access to all environmental, zoning, and other permitting documents and information; and (3) access to all financial, operational, or other documents and information customarily provided as part of a due diligence process. Defendants also must disclose all encumbrances on any part of the Texas Divestiture Assets, including on intangible property.

H. Defendants must cooperate with and assist the Acquirer of the Texas Divestiture Assets in identifying and, at the option of the Acquirer of the Texas Divestiture Assets, hiring all Texas Personnel.

1. Within ten (10) business days following the filing of the Complaint in this matter, Defendants must identify all Texas Personnel to the Acquirer of the Texas Divestiture Assets and the United States, including by providing organization charts covering all Texas Personnel.

2. Within ten (10) business days following receipt of a request by the Acquirer of the Texas Divestiture Assets or the United States, Defendants must provide to the Acquirer of the Texas Divestiture Assets and the United States additional information related to Texas Personnel, including name, job title, reporting relationships, past experience, responsibilities, training and educational history, relevant certifications, job performance evaluations. Defendants must also provide to the Acquirer of the Texas Divestiture Assets and the United States current, recent, and accrued compensation and benefits, including most recent bonuses paid, aggregate annual compensation, current target or guaranteed bonus, if any, any retention agreement or incentives, and any other payments due, compensation or benefits accrued, or promises made to Texas Personnel. If Defendants are barred by any applicable law

from providing any of this information, within ten (10) business days following receipt of the request, Defendants must provide the requested information to the full extent permitted by law and also must provide a written explanation of Defendants' inability to provide the remaining information, including specifically identifying the provisions of applicable laws.

3. At the request of the Acquirer of the Texas Divestiture Assets, Defendants must promptly make Texas Personnel available for private interviews with the Acquirer of the Texas Divestiture Assets during normal business hours at a mutually agreeable location.

4. Defendants must not interfere with any effort by the Acquirer of the Texas Divestiture Assets to employ any Texas Personnel. Interference includes but is not limited to offering to increase the compensation or improve the benefits of Texas Personnel unless: (a) the offer is part of a company-wide increase in compensation or improvement in benefits that was announced prior to February 18, 2020; or (b) the offer is approved by the United States in its sole discretion. Defendants' obligations under this Paragraph will expire six (6) months after the divestiture of the Texas Divestiture Assets pursuant to this Final Judgment.

5. For Texas Personnel who elect employment with the Acquirer of the Texas Divestiture Assets within six (6) months of the Texas Divestiture Date, Defendants must waive all non-compete and non-disclosure agreements, vest all unvested pension and other equity rights, provide any pay pro-rata, provide all other compensation and benefits that those Texas Personnel have fully or partially accrued, and provide all other benefits that those Texas Personnel otherwise would have been provided had the Texas Personnel continued employment with Defendants, including but not limited to any retention bonuses or payments. Defendants may maintain reasonable restrictions on disclosure by Texas Personnel of Defendants'

proprietary non-public information that is unrelated to the business of SCCW Collection and not otherwise required to be disclosed by this Final Judgment.

6. For a period of twelve (12) months from the Texas Divestiture Date, Defendants may not solicit to rehire Texas Personnel who were hired by the Acquirer of the Texas Divestiture Assets within six (6) months of the Texas Divestiture Date unless (a) an individual is terminated or laid off by the Acquirer of the Texas Divestiture Assets or (b) the Acquirer of the Texas Divestiture Assets agrees in writing that Defendants may solicit to rehire that individual. Nothing in this Paragraph prohibits Defendants from advertising employment openings using general solicitations or advertisements and rehiring Texas Personnel who apply for an employment opening through a general solicitation or advertisement.

I. Defendants must warrant to the Acquirer of the Texas Divestiture Assets that (1) the Texas Divestiture Assets will be operational and without material defect on the Texas Divestiture Date (2) there are no material defects in the environmental, zoning, or other permits pertaining to the operation of the Texas Divestiture Assets; and (3) Defendants have disclosed all encumbrances on any part of the Texas Divestiture Assets, including on intangible property. Following the sale of the Texas Divestiture Assets, Defendants must not undertake, directly or indirectly, challenges to the environmental, zoning, or other permits pertaining to the operation of the Texas Divestiture Assets.

J. Defendants must assign, subcontract, or otherwise transfer all contracts, agreements, and relationships (or portions of such contracts, agreements, and relationships) included in the Texas Divestiture Assets, including but not limited to all supply and sales contracts, to the Acquirer of the Texas Divestiture Assets; *provided, however*, that for any contract or agreement that requires the consent of another party to assign, subcontract, or

otherwise transfer, Defendants must use best efforts to accomplish the assignment, subcontracting, or transfer. Defendants must not interfere with any negotiations between the Acquirer of the Texas Divestiture Assets and a contracting party.

K. Defendants must make best efforts to assist the Acquirer of the Texas Divestiture Assets to obtain all necessary licenses, registrations, and permits to operate the Texas Divestiture Assets. Until the Acquirer of the Texas Divestiture Assets obtains the necessary licenses, registrations, and permits, Defendants must provide the Acquirer of the Texas Divestiture Assets with the benefit of Defendants' licenses, registrations, and permits to the full extent permissible by law.

L. At the option of the Acquirer of the Texas Divestiture Assets, and subject to approval by the United States in its sole discretion, on or before the Texas Divestiture Date, Defendants must enter into a contract to provide transition services for back office, human resources, accounting, employee health and safety, telephone and information technology services and support for a period of up to six (6) months on terms and conditions reasonably related to market conditions for the provision of the transition services. Any amendments to or modifications of any provisions of a contract for transition services are subject to approval by the United States, in its sole discretion. The United States, in its sole discretion, may approve one or more extensions of any contract for transition services, for a total of up to an additional six (6) months. If the Acquirer of the Texas Divestiture Assets seeks an extension of the term of any transition services agreement, Defendants must notify the United States in writing at least one (1) month prior to the date the contract expires. The Acquirer of the Texas Divestiture Assets may terminate a contract for transition services, or any portion of a contract for transition services, without cost or penalty at any time upon thirty (30) days' written notice to Republic. The

employee(s) of Defendants tasked with providing transition services must not share any competitively sensitive information of the Acquirer of the Texas Divestiture Assets with any other employee of Defendants.

M. If any term of an agreement between Defendants and the Acquirer of the Texas Divestiture Assets, including but not limited to an agreement to effectuate the divestiture required by this Final Judgment, varies from a term of this Final Judgment, to the extent that Defendants cannot fully comply with both, this Final Judgment determines Defendants' obligations.

## **VI. APPOINTMENT OF DIVESTITURE TRUSTEE**

A. If Defendants have not divested the Divestiture Assets within the periods specified in Paragraph IV(A) and Paragraph V(A), Defendants must immediately notify Plaintiffs of that fact in writing. Upon application of the United States, which Defendants may not oppose, the Court will appoint a divestiture trustee selected by the United States and approved by the Court to effect the divestiture(s) of any of the Divestiture Assets.

B. After the appointment of a divestiture trustee by the Court, only the divestiture trustee will have the right to sell the Divestiture Assets that the divestiture trustee has been appointed to sell. The divestiture trustee will have the power and authority to accomplish the divestiture(s) to an Acquirer or Acquirers acceptable to the United States, in its sole discretion, after consultation with the State of Alabama, at a price and on terms as are then obtainable upon reasonable effort by the divestiture trustee, subject to the provisions of Sections IV, V, VI, and VII of this Final Judgment, and will have other powers as the Court deems appropriate. The divestiture trustee must sell the Divestiture Assets that the divestiture trustee has been appointed to sell as quickly as possible.

C. Defendants may not object to a sale by the divestiture trustee on any ground other than malfeasance by the divestiture trustee. Objections by Defendants must be conveyed in writing to Plaintiffs and the divestiture trustee within ten (10) calendar days after the divestiture trustee has provided the notice of proposed divestiture required under Section VII.

D. The divestiture trustee will serve at the cost and expense of Defendants pursuant to a written agreement, on terms and conditions, including confidentiality requirements and conflict-of-interest certifications, that are approved by the United States in its sole discretion.

E. The divestiture trustee may hire at the cost and expense of Defendants any agents or consultants, including but not limited to investment bankers, attorneys, and accountants, that are reasonably necessary in the divestiture trustee's judgment to assist with the divestiture trustee's duties. These agents or consultants will be accountable solely to the divestiture trustee and will serve on terms and conditions, including terms and conditions governing confidentiality requirements and conflict-of-interest certifications, that are approved by the United States in its sole discretion.

F. The compensation of the divestiture trustee and agents or consultants hired by the divestiture trustee must be reasonable in light of the value of the Divestiture Assets that the divestiture trustee has been appointed to sell and based on a fee arrangement that provides the divestiture trustee with incentives based on the price and terms of the divestiture(s) and the speed with which it is accomplished. If the divestiture trustee and Defendants are unable to reach agreement on the divestiture trustee's compensation or other terms and conditions of engagement within fourteen (14) calendar days of the appointment of the divestiture trustee by the Court, the United States may, in its sole discretion, take appropriate action, including by making a recommendation to the Court. Within three (3) business days of hiring an agent or consultant, the



divestiture trustee must provide written notice of the hiring and rate of compensation to Defendants and the United States.

G. The divestiture trustee must account for all monies derived from the sale of the assets sold by the divestiture trustee and all costs and expenses incurred. Within thirty (30) calendar days of the date of the sale of the assets sold by the divestiture trustee, the divestiture trustee must submit that accounting to the Court for approval. After approval by the Court of the divestiture trustee's accounting, including fees for unpaid services and those of agents or consultants hired by the divestiture trustee, all remaining money must be paid to Defendants and the trust will then be terminated.

H. Defendants must use their best efforts to assist the divestiture trustee to accomplish the required divestiture. Subject to reasonable protection for trade secrets, other confidential research, development, or commercial information, or any applicable privileges, Defendants must provide the divestiture trustee and agents or consultants retained by the divestiture trustee with full and complete access to all personnel, books, records, and facilities of the Divestiture Assets that the divestiture trustee has been appointed to sell. Defendants also must provide or develop financial and other information relevant to the Divestiture Assets that the divestiture trustee may reasonably request. Defendants must not take any action to interfere with or to impede the divestiture trustee's accomplishment of the divestiture.

I. The divestiture trustee must maintain complete records of all efforts made to sell the Divestiture Assets, including by filing monthly reports with Plaintiffs setting forth the divestiture trustee's efforts to accomplish the divestitures ordered by this Final Judgment. The reports must 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 Divestiture Assets that the divestiture trustee has been appointed to sell and must describe in detail each contact with any such person.

J. If the divestiture trustee has not accomplished the divestitures ordered by this Final Judgment within six months of appointment, the divestiture trustee must promptly provide Plaintiffs with a report setting forth: (1) the divestiture trustee's efforts to accomplish the required divestitures; (2) the reasons, in the divestiture trustee's judgment, why the required divestitures have not been accomplished; and (3) the divestiture trustee's recommendations for completing the divestitures. Following receipt of that report, the United States may make additional recommendations consistent with the purpose of the trust to the Court. The Court thereafter may enter such orders as it deems appropriate to carry out the purpose of this Final Judgment, which may include extending the trust and the term of the divestiture trustee's appointment by a period requested by the United States.

K. The divestiture trustee will serve until divestiture of all Divestiture Assets that the divestiture trustee has been appointed to sell is completed or for a term otherwise ordered by the Court.

L. If the United States determines that the divestiture trustee is not acting diligently or in a reasonably cost-effective manner, the United States may recommend that the Court appoint a substitute divestiture trustee.

## **VII. NOTICE OF PROPOSED DIVESTITURE**

A. Within two (2) business days following execution of a definitive divestiture agreement with an Acquirer other than Kinderhook (through its portfolio companies, CWS or EcoSouth) or Waste Connections (through its subsidiary Waste Connections of Texas),

Defendants or the divestiture trustee, whichever is then responsible for effecting the divestiture, must notify Plaintiffs of a proposed divestiture required by this Final Judgment. If the divestiture trustee is responsible for completing the divestiture, the divestiture trustee also must notify Defendants. The notice must set forth the details of the proposed divestiture and list the name, address, and telephone number of each person not previously identified who offered or expressed an interest in or desire to acquire any ownership interest in the Divestiture Assets.

B. Within fifteen (15) calendar days of receipt by the United States of this notice, the United States may request from Defendants, the proposed Acquirer(s), other third parties, or the divestiture trustee additional information concerning the proposed divestiture, the proposed Acquirer(s) and other prospective Acquirers. Defendants and the divestiture trustee must furnish the additional information requested within fifteen (15) calendar days of the receipt of the request, unless the United States provides written agreement to a different period.

C. Within forty-five (45) calendar days after receipt of the notice required by Paragraph VII(A) or within twenty (20) calendar days after the United States has been provided the additional information requested pursuant to Paragraph VII(B), whichever is later, the United States will provide written notice to Defendants and any divestiture trustee that states whether or not the United States, in its sole discretion, after consultation with State of Alabama, objects to the Acquirer(s) or any other aspect of the proposed divestiture. Without written notice that the United States does not object, a divestiture may not be consummated. If the United States provides written notice that it does not object, the divestiture may be consummated, subject only to Defendants' limited right to object to the sale under Paragraph VI(C) of this Final Judgment. Upon objection by Defendants pursuant to Paragraph VI(C), a divestiture by the divestiture trustee may not be consummated unless approved by the Court.

D. No information or documents obtained pursuant to this Section VII may be divulged by Plaintiffs to any person other than an authorized representative of the executive branch of the United States or an authorized representative of the State of Alabama, except in the course of legal proceedings to which the United States is a party, including grand-jury proceedings, for the purpose of evaluating a proposed Acquirer or securing compliance with this Final Judgment, or as otherwise required by law.

E. In the event of a request by a third party for disclosure of information under the Freedom of Information Act, 5 U.S.C. § 552, the Antitrust Division will act in accordance with that statute and the Department of Justice regulations at 28 C.F.R. part 16, including the provision on confidential commercial information at 28 C.F.R. § 16.7. Persons submitting information to the Antitrust Division should designate the confidential commercial information portions of all applicable documents and information under 28 C.F.R. § 16.7. Designations of confidentiality expire ten years after submission, “unless the submitter requests and provides justification for a longer designation period.” *See* 28 C.F.R. § 16.7(b).

F. If at the time that a person furnishes information or documents to the United States or the State of Alabama pursuant to this Section VII, that person represents and identifies in writing information or documents for which a claim of protection may be asserted under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure, and marks each pertinent page of such material, “Subject to claim of protection under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure,” the United States and the State of Alabama must give that person ten calendar days’ notice before divulging the material in any legal proceeding (other than a grand-jury proceeding).

### **VIII. FINANCING**

Defendants may not finance all or any part of any Acquirer's purchase of all or part of the Divestiture Assets made pursuant to this Final Judgment.

### **IX. ASSET PRESERVATION**

Defendants must take all steps necessary to comply with the Asset Preservation Stipulation and Order entered by the Court. Defendants must take no action that would jeopardize the divestiture ordered by the Court.

### **X. 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 required by this Final Judgment has been completed, each Defendant must deliver to Plaintiffs an affidavit describing the fact and manner of that Defendant's compliance with this Final Judgment. Republic's affidavits must be signed by the Senior Vice President of Emerging Business and a Deputy General Counsel; Santek's affidavits must be signed by the Chief Operating Officer and the Chief Business Officer. The United States, in its sole discretion, may approve different signatories for the affidavits.

B. Each affidavit must include: (1) the name, address, and telephone number of each person who, during the preceding thirty (30) calendar days, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, an interest in the Divestiture Assets and describe in detail each contact with such persons during that period; (2) a description of the efforts Defendants have taken to solicit buyers for and complete the sale of the Divestiture Assets, and to provide required information to prospective Acquirers; and (3) a description of any limitations placed by Defendants on

information provided to prospective Acquirers. Objection by the United States to information provided by Defendants to prospective Acquirers must be made within fourteen (14) calendar days of receipt of the affidavit, except that the United States may object at any time if the information set forth in the affidavit is not true or complete.

C. Defendants must keep all records of any efforts made to divest the Divestiture Assets until one year after the divestitures have been completed.

D. Within twenty (20) calendar days of the filing of the Complaint in this matter, each Defendant also must deliver to Plaintiffs an affidavit that describes in reasonable detail all actions that Defendant have taken and all steps that Defendant has implemented on an ongoing basis to comply with Section IX of this Final Judgment. Republic's affidavits must be signed by the Senior Vice President of Emerging Business and a Deputy General Counsel; Santek's affidavits must be signed by the Chief Operating Officer and the Chief Business Officer. The United States, in its sole discretion, may approve different signatories for the affidavits.

E. If a Defendant make any changes to the efforts and actions outlined in any earlier affidavits provided pursuant to Paragraph X(D), the Defendant must, within fifteen (15) calendar days after any change is implemented, deliver to Plaintiffs an affidavit describing those changes.

F. Defendants must keep all records of any efforts made to preserve the Divestiture Assets until one year after the divestiture has been completed.

## **XI. COMPLIANCE INSPECTION**

A. For the purposes of determining or securing compliance with this Final Judgment, or of related orders such as the Asset Preservation Stipulation and Order or of determining whether this Final Judgment should be modified or vacated, upon written request of an authorized representative of the Assistant Attorney General for the Antitrust Division, and

reasonable notice to Defendants, Defendants must permit, from time to time and subject to legally recognized privileges, authorized representatives, including agents retained by the United States:

1. to have access during Defendants' office hours to inspect and copy, or at the option of the United States, to require Defendants to provide electronic copies of all books, ledgers, accounts, records, data, and documents in the possession, custody, or control of Defendants relating to any matters contained in this Final Judgment; and

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

B. Upon the written request of an authorized representative of the Assistant Attorney General for the Antitrust Division, Defendants must submit written reports or respond to written interrogatories, under oath if requested, relating to any of the matters contained in this Final Judgment.

C. No information or documents obtained by the United States pursuant to this Section XI may be divulged by Plaintiffs to any person other than an authorized representative of the executive branch of the United States or an authorized representative of the State of Alabama, except in the course of legal proceedings to which the United States is a party, including grand jury proceedings, for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

D. In the event of a request by a third party for disclosure of information under the Freedom of Information Act, 5 U.S.C. § 552, the Antitrust Division will act in accordance with

that statute and the Department of Justice regulations at 28 C.F.R. part 16, including the provision on confidential commercial information at 28 C.F.R. § 16.7. Defendants submitting information to the Antitrust Division should designate the confidential commercial information portions of all applicable documents and information under 28 C.F.R. § 16.7. Designations of confidentiality expire ten years after submission, “unless the submitter requests and provides justification for a longer designation period.” *See* 28 C.F.R. § 16.7(b).

E. If at the time that Defendants furnish information or documents to the United States pursuant to this Section XI, Defendants represent and identify in writing information or documents for which a claim of protection may be asserted under Rule 26(c)(1)(G) 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)(1)(G) of the Federal Rules of Civil Procedure,” the United States must give Defendants ten (10) calendar days’ notice before divulging the material in any legal proceeding (other than a grand jury proceeding).

## **XII. NOTIFICATION**

A. Unless a transaction is otherwise subject to the reporting and waiting period requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, 15 U.S.C. § 18a (the “HSR Act”), Defendants may not, without first providing notification to the United States and, if any of the assets or interests are located in Alabama, to the State of Alabama, directly or indirectly acquire (including through an asset swap agreement) any assets of or any interest, including a financial, security, loan, equity, or management interest, in any person or entity involved in MSW Disposal and/or SCCW Collection services in any area identified in Appendix B, where that person’s or entity’s revenues for the 12 months preceding the proposed acquisition from MSW Disposal and/or SCCW Collection services in the identified



area were in excess of \$500,000. This provision also applies to an acquisition of facilities that serve an identified area but are located outside the area and requires notice to the State of Alabama where an identified area in Alabama is serviced by assets or interests to be acquired that are located outside of Alabama.

B. Defendants must provide the notification required by this Section XII in the same format as, and in accordance with the instructions relating to, the Notification and Report Form set forth 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 8 of the instructions must be provided only about MSW Disposal and SCCW Collection. Notification must be provided at least thirty (30) calendar days before acquiring any assets or interest, and must include, beyond the information required by the instructions, the names of the principal representatives who negotiated the transaction on behalf of each party and all management or strategic plans discussing the proposed transaction. If, within the thirty (30) calendar days following notification, representatives of the United States make a written request for additional information, Defendants may not consummate the proposed transaction until thirty (30) calendar days after submitting all requested information.

C. Early termination of the waiting periods set forth in this Section XII may be requested and, where appropriate, granted in the same manner as is applicable under the requirements and provisions of the HSR Act and rules promulgated thereunder. This Section XII must be broadly construed and any ambiguity or uncertainty regarding whether to file a notice under this Section XII must be resolved in favor of filing notice.

### **XIII. LIMITATIONS ON REACQUISITION**

Defendants may not reacquire any part of or any interest in the Divestiture Assets during the term of this Final Judgment.

### **XIV. RETENTION OF JURISDICTION**

The Court retains jurisdiction to enable any party to this Final Judgment to apply to the 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. ENFORCEMENT OF FINAL JUDGMENT**

A. The United States retains and reserves all rights to enforce the provisions of this Final Judgment or of related orders such as the Asset Preservation Stipulation and Order, including the right to seek an order of contempt from the Court. Defendants agree that in a civil contempt action, a motion to show cause, or a similar action brought by the United States regarding an alleged violation of this Final Judgment, the United States may establish a violation of this Final Judgment and the appropriateness of a remedy therefor by a preponderance of the evidence, and Defendants waive any argument that a different standard of proof should apply.

B. This Final Judgment should be interpreted to give full effect to the procompetitive purposes of the antitrust laws and to restore the competition the United States and the State of Alabama allege was harmed by the challenged conduct. Defendants agree that they may be held in contempt of, and that the Court may enforce, any provision of this Final Judgment that, as interpreted by the Court in light of these procompetitive principles and applying ordinary tools of interpretation, is stated specifically and in reasonable detail, whether or not it is clear and

unambiguous on its face. In any such interpretation, the terms of this Final Judgment should not be construed against either party as the drafter.

C. In an enforcement proceeding in which the Court finds that Defendants have violated this Final Judgment, the United States may apply to the Court for a one-time extension of this Final Judgment, together with other relief that may be appropriate. In connection with a successful effort by the United States to enforce this Final Judgment against a Defendant, whether litigated or resolved before litigation, that Defendant agrees to reimburse the United States for the fees and expenses of its attorneys, as well as all other costs including experts' fees, incurred in connection with that effort to enforce the Final Judgment, including in the investigation of the potential violation.

D. For a period of four (4) years following the expiration of this Final Judgment, if the United States has evidence that a Defendant violated this Final Judgment before it expired, the United States may file an action against that Defendant in this Court requesting that the Court order: (1) Defendant to comply with the terms of this Final Judgment for an additional term of at least four years following the filing of the enforcement action; (2) all appropriate contempt remedies; (3) additional relief needed to ensure the Defendant complies with the terms of this Final Judgment; and (4) fees or expenses as called for by this Section XV.

## **XVI. EXPIRATION OF FINAL JUDGMENT**

Unless the Court grants an extension, this Final Judgment will expire ten (10) years from the date of its entry, except that after five (5) years from the date of its entry, this Final Judgment may be terminated upon notice by the United States, after consultation with the State of Alabama, to the Court and Defendants that the divestiture has been completed and the continuation of this Final Judgment is no longer necessary or in the public interest.

**XVII. PUBLIC INTEREST DETERMINATION**

Entry of this Final Judgment is in the public interest. The parties have complied with the requirements of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16, including by making available to the public copies of this Final Judgment and the Competitive Impact Statement, public comments thereon, and any response to comments by the United States. Based upon the record before the Court, which includes the Competitive Impact Statement and, if applicable, any comments and response to comments filed with the Court, 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

## **Appendix A: Southeast Divestiture Assets**

### **I. Landfills and Transfer Stations (Paragraph II(K)(1))**

- a. Rhea County Landfill, located at 207 Sanitary Drive, Dayton, Tennessee 37321;
- b. Murray County Landfill and Transfer Station, located at 6585 US-411, Chatsworth, Georgia 30734; and
- c. Chattanooga Transfer Station, located at 1387 Wisdom Street, Chattanooga, Tennessee 37406.

### **II. Collection Facilities and Routes (Paragraph II(K)(3))**

- a. Collection facilities located at:
  - i. 140 Goodrich Drive, Birmingham, Alabama 35217;
  - ii. 1387 Wisdom Street, Chattanooga, Tennessee 37406;
  - iii. 2207 Industrial South Road, Dalton, Georgia 30721;
  - iv. 108 Nehi Road, Ellisville, Mississippi 39437;
- b. Routes:
  - i. Santek Birmingham SCCW Collection Routes 901, 902, 903 and 904;
  - ii. Santek Chattanooga SCCW Collection Routes 901, 902, 903, 904, 906, and 907;
  - iii. Santek Chattanooga Commercial Recycling Collection Route 201;
  - iv. Santek North Georgia SCCW Collection Routes 902, 904, 905, 909, 919, 920, 922, and 923; and
  - v. Santek Hattiesburg SCCW Collection Routes 901, 902, 903, 904 and 905.

**Appendix B: Areas for Which the Notice Provision in Paragraph XII(A) Applies**

<b>Geographic Market</b>	<b>Counties within Geographic Market</b>	<b>Relevant Service</b>
Birmingham, Alabama	Jefferson and Shelby Counties	SCCW Collection
Chattanooga, Tennessee and North Georgia	Hamilton, Marion, Rhea, and Sequatchie Counties in Tennessee; and Catoosa, Chattooga, Dade, Gordon, Murray, and Walker Counties in Georgia	MSW Disposal and SCCW Collection
Eastern Montgomery County, Texas	Montgomery County (limited to zip codes 77357, 77365, and 77372)	SCCW Collection
Estill Springs and Fayetteville, Tennessee	Franklin and Lincoln Counties	MSW Disposal
Hattiesburg, Mississippi	Forrest and Jones Counties	SCCW Collection