IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA, Plaintiff, v. GREYHOUND LINES, INC., Defendant.	Civil Action No. 95-1852(RCL) Entered: February 27, 1996

FILED
FEB 28 1996
NANCY MAYER-WHITTINGTON, CLERK
U.S. DISTRICT COURT

FINAL JUDGMENT

Plaintiff, United States of America, filed its Complaint on September 29, 1995. Plaintiff and Defendant, by their respective attorneys, have consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law. This Final Judgment shall not be evidence against or an admission by any party with respect to any issue of fact or law. Nothing in this Final Judgment shall constitute an admission by Defendant of any violation of law, liability or wrongdoing. Therefore, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, and upon consent of the parties, it is hereby

ORDERED, ADJUDGED, AND DECREED, as follows:

I.

JURISDICTION

This Court has jurisdiction of the subject matter of this action and of each of the parties consenting hereto. The

Complaint states a claim upon which relief may be granted against the defendant under Section 1 of the Sherman Act, 15 U.S.C. § 1.

II.

DEFINITIONS

As used herein, the term:

(A) "BTL" Agreement" means the Bus Terminal License Agreement between Greyhound Lines, Inc., as owner, leaseholder or operator of a bus terminal, and a tenant carrier.

(B) "Defendant" means Greyhound Lines, Inc., each of its predecessors, successors, divisions, subsidiaries, and affiliates, each other person directly or indirectly, wholly or in part, owned or controlled by it, and each partnership or joint venture to which any of them is a party, and all present and former employees, directors, officers, agents, consultants or other persons acting for or on behalf of any of them.

(C) "Tenant carrier" means any bus company that is a tenant at a bus terminal owned, leased or operated by Defendant.

(D) "Twenty-five (25) Mile Rule" means that provision in Greyhound's BTL Agreements that reads substantially as follows:

> Subject to Section 1, Licensee agrees that during the term hereof, it will use the Terminal as its major terminal in the City of [Name of City] for the aforesaid operations and will not without the prior written consent of the Company allow or permit any tickets or busbills to be sold at any other place

within a twenty-five (25) mile radius of the Terminal, other than the Terminal, or honor the tickets or busbills of any other carrier for such transportation which are sold within the said twenty-five (25) mile radius. Notwithstanding the foregoing, tickets or busbills of Licensee may continue to be sold, and Licensee may honor the tickets or busbills of other carriers which are sold, at any place within the said twenty-five (25) mile radius where they are being sold as of the date of this Agreement. A list of such places where tickets or busbills of Licensee are sold within the twenty-five (25) mile radius of the Terminal is appended to this Agreement as Appendix 3. If Licensee wishes to change any such place of sale of its tickets or busbills to another place within five (5) miles of such place and within the said twenty-five (25) mile radius of the Terminal, Licensee may make such change upon thirty (30) days written notice to Company. It is further understood that in all of Licensee's bus schedules and advertising pertaining to its aforesaid operations, the terminal shall appear as the only place in the City of _____ where tickets or busbills are on sale.

III.

APPLICABILITY

(A) This Final Judgment applies to the defendant and to each

of its subsidiaries, successors, assigns, officers, directors, employees, and agents, and to all other persons in active concert of participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

(B) Nothing contained herein shall suggest that any portion of this Final Judgment is or has been created for the benefit of any third party and nothing herein shall be construed to provide any rights to any third party.

IV.

PROHIBITED CONDUCT

(A) Defendant is ordered, within 60 days from the date of entry of this Final Judgment, to remove from each of its BTL Agreements the Twenty-five (25) Mile Rule. Defendant may comply with this provision by amending its existing BTL agreements to remove the Twenty-five (25) Mile Rule or by terminating such Agreements and negotiating new agreements not containing the Twenty-five Mile Rule.

(B) Defendant is restrained and enjoined from:

1. conditioning access to its terminals, directly or indirectly, upon a tenant carrier agreeing not to: (i) sell its tickets or busbills at locations other than the Greyhound terminal, or (ii) honor the tickets or busbills of another carrier sold at such other locations.

2. terminating or threatening to terminate any BTL Agreement where the purpose or effect of such termination or threat of termination is to prohibit a tenant carrier from (i)

selling its tickets or busbills at locations other than the Greyhound terminal, for transportation services using that Greyhound terminal or a terminal or facility that is competitive with such Greyhound terminal, or (ii) honoring the tickets or busbills of another carrier sold at such other locations.

3. discriminating against any tenant carrier in the terms or conditions of any BTL Agreement or other agreement governing the lease of space in a bus terminal, where the purpose or effect of such discrimination is to (a) prohibit a tenant carrier from (i) selling its tickets or busbills at locations, other than the Greyhound terminal, for transportation services using that Greyhound terminal or a terminal or facility that is competitive with such Greyhound terminal, or (ii) honoring the tickets or busbills of another carrier sold at such other locations, or (b) prohibit or substantially limit the tenant from interlining any of its traffic with another carrier at another terminal.

4. refusing to interline with any other carrier unless that carrier agrees to interline all of its traffic in a city or area with Greyhound, provided, however, that this paragraph shall not apply to an agreement between Greyhound and its franchisee, operating lessee or contractor.

(C) Nothing in this Final Judgment shall:

1. affect any provisions of defendant's existing BTL Agreements, other than the Twenty-five (25) Mile Rule.

2. restrict Greyhound from (i) negotiating or

renegotiating any percentage or minimum rents or other terms of compensation, including different terms of compensation for different tenants, provided that such differences in rents or terms of compensation are not conditioned on the tenant's use or non-use of a terminal other than the Greyhound terminal or (ii) from requiring that a tenant provide Greyhound with information on traffic volume using the Greyhound terminal, ticket sales of originating traffic or similar information needed to calculate or adjust compensation.

3. restrict Greyhound from negotiating or renegotiating any non-compensation terms or provisions in its current or future BTL Agreement, except as provided in paragraph B above.

4. affect Greyhound's right to grant, control or terminate access to or usage of its terminals, including but not limited to termination for breach of a BTL Agreement, except as provided in paragraph B above.

5. affect Greyhound's right to terminate any BTL Agreement due to a tenant carrier's refusal to renegotiate or agree to amended terms and conditions of a BTL Agreement, except as provided in paragraph B above.

6. except as provided in paragraphs B(3) and C(2) above, require Greyhound to offer all tenants at a terminal identical terms of access, including but not limited to terms of compensation.

7. affect Greyhound's obligation to comply with any

federal, state or local law, rule, regulation or administrative order pertaining to terminal access or the interlining of traffic among carriers or affect Greyhound's operations pursuant to any effective tariff filed with the Interstate Commerce Commission or any successor agency, including any Commission or agency decision ruling upon or interpreting such tariff, or any pooling agreements while approved by the Interstate Commerce Commission or any successor agency.

8. affect Greyhound's unilateral right to: (i) refuse to enter into, or terminate any interline agreement with any carrier; (ii) refuse to provide services to any carrier that has not authorized Greyhound to furnish such services or has not agreed to compensate Greyhound for such services pursuant to an agreement, or (iii) establish passenger or package express fares, terms or conditions relating to its transportation services.

V.

DISCLOSURE

Defendant is ordered to send, within 60 days from the date of entry of this Final Judgment, a copy of this Final Judgment to each tenant carrier subject to a BTL Agreement, together with a written statement that the Twenty-five (25) Mile Rule is no longer in effect and will not be enforced.

VI.

COMPLIANCE PROGRAM

Defendant is ordered to maintain an antitrust compliance program which shall include the following:

(A) Designating within 30 days of entry of this Final Judgment, an Antitrust Compliance Officer with responsibility for accomplishing the antitrust compliance program and with the purpose of achieving compliance with this Final Judgment. The Antitrust Compliance Officer shall, on a continuing basis, supervise the review of the current and proposed activities of defendant to ensure that it complies with this Final Judgment.

(B) The Antitrust Compliance Officer shall be responsible for accomplishing the following activities:

(1) distributing copies of this Final Judgment in accordance with Section V above;

(2) distributing, within 60 days from the entry of this Final Judgment, a copy of this Final Judgment to all officers and employees with responsibility for operating or managing terminals, negotiating BTL (or other terminal access) Agreements, overseeing compliance with BTL (or other terminal access) Agreements, or tenant carrier relations;

(3) briefing annually the officers and employees described above on this Final Judgment.

VII.

CERTIFICATION

(A) Within 75 days after the entry of this Final Judgment, the defendant shall certify to the plaintiff that it has complied with IV, (A) above, designated an Antitrust Compliance Officer, and distributed the Final Judgment in accordance with Sections V and VI above.

(B) For each year of the term of this Final Judgment, the defendant shall file with the plaintiff, on or before the anniversary date of entry of this Final Judgment, a statement as to the fact and manner of its compliance with the provisions of V and VI above.

VIII.

PLAINTIFF ACCESS

(A) To determine or secure compliance with this Final Judgment and for no other purpose, duly authorized representatives of the plaintiff shall, upon written request of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to the defendant made to its principal office, be permitted, subject to any legally recognized privilege:

(1) access during the defendant's normal office hours to inspect and copy all documents in the possession or under the control of the defendant, who may have counsel present, relating to any matters contained in this final Judgment;and

(2) subject to the reasonable convenience of the defendant and without restraint or interference from it, to interview officers, employees or agents of the defendant, who may have counsel present, regarding such matters.

(B) Upon the written request of the Assistant Attorney General in charge of the Antitrust Division made to the defendant's principal office, the defendant shall submit such written reports, under oath if requested, subject to any legally recognized privilege.

(C) No information or documents obtained by the means provided in Section VIII shall be divulged by the plaintiff to any person other than a duly authorized representative of the Executive Branch of the United States, except in the course of legal proceedings to which the United States is a party, or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

(D) If at the time information or documents are furnished by the defendant to plaintiff, the defendant represents and identifies in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(7) of the Federal Rules of Civil Procedure, and defendant marks such material, "subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then 10 days notice shall be given by plaintiff to defendant prior to divulging such material in any legal proceeding (other than a grand jury proceeding) to which defendant is not a party.

IX.

FURTHER ELEMENTS OF THE FINAL JUDGMENT

(A) This Final Judgment shall expire ten years from the date of entry.

(B) Jurisdiction is retained by this Court for the purpose of enabling the parties to this Final Judgment to apply to this Court at any time for further orders and directions as may be necessary appropriate to carry out or construe this Final Judgment, to modify or terminate any of its provisions, to enforce compliance, and to punish violations of its provisions.

(C) Entry of this Final Judgment is in the public interest.

DATED: 2-27-96

Royce C. Lamberth
UNITED STATES DISTRICT JUDGE