

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION**

**COMMISSIONERS: Lina Khan, Chair
Noah Joshua Phillips
Rebecca Kelly Slaughter
Christine S. Wilson
Alvaro M. Bedoya**

In the Matter of)
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GPM Southeast, LLC,)
a limited liability company and)
)
GPM Petroleum, LLC)
a limited liability company)

I. RESPONDENTS

1. Respondent ~~R~~KO Corp. is a corporation organized, existing, and doing business under, and by virtue of, the laws of Delaware, with its executive offices and principal place of business located at 8565 Magellan Parkway, Suite 400, Richmond, Virginia 23227.
2. Respondent GPM Investments, LLC, is a limited liability company organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its executive offices and principal place of business located at 8565 Magellan Parkway, Suite 400, Richmond, Virginia 23227.
3. Respondent GPM Southeast, LLC, is a limited liability company organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its executive offices and principal place of business located at 8565 Magellan Parkway, Suite 400, Richmond, Virginia 23227.
4. Respondent GPM Petroleum, LLC, is a limited liability company organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its executive offices and principal place of business located at 8565 Magellan Parkway, Suite 400, Richmond, Virginia 23227.
5. Each Respondent, and at all times relevant herein has been, engaged in, among other things, the retail sale of gasoline and diesel fuel in the United States.

II. JURISDICTION

6. Respondent, either directly or through corporate entities under their control, are, and at all relevant times have been, engaged in commerce or in activities affecting "commerce," as defined in Section 4 of the FTC Act, 15 U.S.C. § 44, and Section 1 of the Clayton Act, 15 U.S.C. § 12.

III. THE ACQUISITION

IV. THE RELEVANT MARKET

10. Relevant product markets in which to analyze the effects of the Acquisition are the retail sale of gasoline and the retail sale of diesel.

VI. BARRIERS TO ENTRY

16. Entry into each relevant market would not be timely, likely, or sufficient to deter or counteract the anticompetitive effects arising from the Acquisition. Significant entry barriers include the availability of attractive real estate, the time and cost associated with constructing a new retail fuel outlet, and the time associated with obtaining necessary permits and approvals.

VII. EFFECTS OF THE ACQUISITION

17. By acquiring the Corrigan assets in Saginaw, Chesaning, Mt. Morris, and Mason, Michigan, Respondent harmed consumers who would otherwise benefit from local competition in the retail sale of gasoline and retail sale of diesel fuel from retail fuel outlets.

18. The noncompetes agreement is not reasonably limited in scope to protect a legitimate business interest. A mere general desire to be free from competition is not a legitimate business interest.

19. The noncompetes agreement, as applied to the approximately 190 existing GPM locations, is unreasonable because it bears no relation to GPM's Acquisition of 60 retail fuel locations from Corrigan. There is no reasonable procompetitive justification for why the noncompetes agreement was necessary for the approximately 190 locations that have no relation to the Acquisition. By unreasonably prohibiting Corrigan from competing in the sale, marketing, or supply of gasoline and diesel fuel near GPM retail outlets that had no relation to the Acquisition, the noncompetes agreement would harm customers who would otherwise benefit from potential competition from Corrigan.

20. Based on the unique facts of and conditions in the relevant markets for the sale of gasoline and retail sale of diesel fuel from retail fuel outlets, Respondent's existing noncompetes agreements are unreasonable. Respondent's existing noncompetes agreements are unreasonable because (1) their geographic scope is too broad; (2) they are too long in duration; (3) they are not reasonably limited in scope to protect a legitimate business interest. Respondent's existing noncompetes agreements are unreasonable because (1) their geographic scope is too broad; (2) they are too long in duration; (3) they are not reasonably limited in scope to protect a legitimate business interest.

- c. eliminated potential competition among market participants in relevant markets contained within approximately 190 territories subject to the noncompetition agreement

VIII. VIOLATIONS CHARGED

22. The Acquisition constitutes a violation of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the FTC Act, as amended, 15 U.S.C. § 45.

23. The APA, including the noncompetition agreement, constitutes a violation of Section 5 of the FTC Act, as amended, 15 U.S.C. § 45.

IN WITNESS WHEREOF, the Federal Trade Commission, having caused this Complaint to be signed by the Secretary and its official seal affixed, at Washington, D.C., this _____ day of _____, 2022, issues its Complaint against Respondent.

By the Commission.

April J. Tabor
Secretary