

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

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

_____	)	
In the Matter of	)	
	)	
<b>Global Partners LP,</b>	)	<b>DECISION AND ORDER</b>
a limited partnership, and	)	Docket No. C-4755
	)	
<b>Richard Wiehl,</b>	)	
a natural person.	)	
_____	)	

**DECISION**

The Federal Trade Commission initiated an investigation of the proposed acquisition by Respondent GlobrEG -2 (l)-62 (-)6ls (a)6 L (e)4PTJ-0.004 T3 0.004 T3 4.97.91Td(G)-o (e)4fTJ-0.004 Tc 0.004 T



- E. "Acquisition" means the proposed acquisition described in the agreement titled "Purchase and Sale Agreement" by and between Sellers listed on Schedule 1, As Seller and Global Partners LP, As Buyer dated as of December 9, 2020."
- F. "Acquisition Date" means the date Respondents consummate the Acquisition.
- G. "Business Information" means books, records, data, and information, whether created and however stored, used in or related to the operation of the Retail Fuel Business relating to the Retail Fuel Assets, including documents, written information, graphic materials, and data and information in electronic format, along with the knowledge of employees, contractors, and representatives. Business Information includes books, records, data, and information relating to sales, marketing, logistics, products and SKUs, pricing, promotions, advertising, personnel, accounting, business strategy, information technology systems, customers, suppliers, vendors, research and development, Equipment operations, and all other information used in the operation of the Retail Fuel Business relating to the Retail Fuel Assets
- H. "Confidential Information" means all Business Information not in the public domain, except for any information that was or becomes generally available to the public other than as a result of disclosure by Respondents.
- I. "Consent" means an approval, consent, ratification, waivers, or other authorization.
- J. "Contract" means an agreement, contract, lease, license agreement, consensual obligation, promise or undertaking (whether written or oral and whether express or implied), whether or not legally binding with third parties.
- K. "Direct Cost" means the cost of labor, materials, travel, and other expenditures directly incurred. The cost of any labor included in Direct Cost shall not exceed the hours of labor provided times the then-current average hourly wage rate, including benefits, for the employee providing such labor provided, however that with respect to the transitional supply of Fuel Products, the Direct Cost shall be calculated net of any rebates, Renewable Identification Number sharing, or other discounts or allowances and shall not include any mark-up, profit, overhead, minimum volume penalties, or other upward adjustments by Respondents.
- L. "Divestiture Agreement" means
1. The Asset Purchase Agreement by and among Alliance Energy LLC, Global Montello Group Corp. and Petroleum Marketing Investment Group, LLC entered into on September 13, 2021, and all amendments, exhibits, attachments, agreements, and schedules thereto, attached to this Decision and Order as Nonpublic Appendix A or
  2. Any other agreement between Respondent (or a Divestiture Trustee appointed pursuant to Section IX of this Order) and an Acquirer for the purchase of any of

the Retail Fuel Assets, and all amendments, exhibits, attachments, agreements, and schedules thereto.

M. "Divestiture Date" means the closing date of any of the Divestiture Locations by the Acquirer as required by this Order.

N. "Divestiture Locations" means any Retail Fuel Business operated by Respondents prior to the Acquisition Date at the following locations:

1. 82 Stony Hill Road, Bethel, Connecticut, 06801;
2. 1139 Post Road, Fairfield, Connecticut, 06430;
3. 2093 Post Road, Fairfield, Connecticut, 06824;
4. 25 Bridgeport Avenue, Milford, Connecticut, 06460;











2. With respect to any Governmental Authorizations relating to the Retail Fuel Assets that are not transferable, Respondents shall, to the extent permitted under applicable law, allow the Acquirer to operate the Retail Fuel Assets under Respondents' Governmental Authorizations pending the Acquirer's receipt of its own Governmental Authorizations, and Respondents shall provide assistance as the Acquirer may reasonably request in connection with its efforts to obtain such Governmental Authorizations.
- D. Respondents shall assist the Acquirer to conduct a due diligence investigation of the Retail Fuel Assets and Divestiture Locations the Acquirer seeks to purchase, including by providing sufficient and timely access to all information customarily provided as part of a due diligence process and affording the Acquirer and its representatives (including prospective lenders and their representatives) full and free access, during regular business hours, to the personnel, assets, contracts, Governmental Authorizations, Business Information, and other documents and data relating to relevant Divestiture Locations with such rights of access to be exercised in a manner that does not unreasonably interfere with the operations of Respondents.

### III. Divestiture Agreement

IT IS FURTHER ORDERED that:

- A. The Divestiture Agreement shall be incorporated by reference into this Order and made a part hereof, and any failure by Respondents to comply with the terms of the Divestiture Agreement shall constitute a violation of this Order; provided, however, that the Divestiture Agreement shall not limit, or be construed to limit, the terms of this Order. To the extent any provision in the Divestiture Agreement varies from or conflicts with any provision in this Order such that Respondents cannot fully comply with both, Respondents shall comply with the Order.
- B. Respondents shall not modify or amend the terms of the Divestiture Agreement after the Commission issues the Order without the prior approval of the Commission, except as otherwise provided in Commission Rule 2.41(f)(5), 16 C.F.R. § 2.41(f)(5).

### IV. Transitional Assistance

IT IS FURTHER ORDERED that:

- A. Until Respondents have transferred all Business Information included in the Retail Fuel Assets to the Acquirer, Respondents shall ensure that the Business Information is maintained and updated in the ordinary course of business and shall provide the Acquirer with access to Business Information (wherever located and however stored) that Respondents have not yet transferred to the Acquirer, and to employees who possess the Business Information.
- B. At the option of the Acquirer, Respondents shall provide the Acquirer with Transitional Assistance sufficient to (1) transfer efficiently the Retail Fuel Assets to the Acquirer and





Locations and related Retail Fuel Assets are operated and maintained in the ordinary course of business consistent with past practices, and shall:

- A. Operate the Retail Fuel Assets in the ordinary course of business consistent with past practices, and shall:

applicable to all of Res



("Monitor Sections"), and to the extent any provision in the agreement varies from or conflicts with any provision in the Monitor Sections, Respondents and the Monitor shall comply with the Monitor Sections and

3. Shall include a provision stating that the agreement does not limit, and the signatories shall not construe it to limit, the terms of the Orders in this matter, and to the extent any provision in the agreement varies from or conflicts with any provision in the Orders, Respondents and the Monitor shall comply with the Orders

D. The Monitor shall

1. Have the authority to monitor Respondents' compliance with the obligations set forth in the Orders
2. Act in consultation with the Commission or its staff
3. Serve as an independent thi -23.o p/Lbl <</MCO- (i)->MCID 9 >>Bt Is an ierply oy4 (e)4]

9. Unless the Commission or its staff determine otherwise, the Monitor shall serve until Commission staff determines that Respondents have satisfied all obligations under the designated Sections of this Order, and files a final report.

E. Respondents shall:

1. Cooperate with and assist the Monitor in performing his or her duties for the purpose of reviewing Respondents' compliance with their obligations under the Orders, including as requested by the Monitor, (a) providing the Monitor full and complete access to personnel, information and facilities; and (b) making such arrangements with third parties to facilitate access by the Monitor;
2. Not interfere with the ability of the Monitor to perform his or her duties pursuant to the Orders;
3. Pay the Monitor's fees and expenses as set forth in an agreement approved by the Commission, or if such agreement has not been approved, pay the Monitor's customary fees, as well as expenses the Monitor incurs performing his or her duties under the Order, including expenses of any consultants, accountants, attorneys, and other representatives and assistants that are reasonably necessary to assist the Monitor in carrying out his or her duties and responsibilities;
4. Not require the Monitor to disclose to Respondents the substance of the Monitor's communications with the Commission or any other Person or the substance of written reports submitted to the Commission pursuant to the Orders; and
5. Indemnify and hold the Monitor harmless against any loss, claim, damage, liability, and expense (including attorneys' fees and out of pocket costs) that arises out of, or is connected with, a claim concerning the performance of the Monitor's duties under the Orders, unless the loss, claim, damage, liability, or expense results from gross negligence or willful misconduct by the Monitor.

- F. Respondents may require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to enter into a customary confidentiality agreement, so long as the agreement does not restrict the Monitor's ability to access personnel, information, and facilities or provide information to the Commission, or otherwise observe and report on the Respondents' compliance with the Orders.

G.



1. Shall not unreasonably withhold consent to the appointment of the selected substitute Monitor;
  2. Shall be deemed to have consented to the selection of the proposed substitute Monitor if, within 10 days of notice by staff of the Commission of the identity of the proposed substitute Monitor, Respondents have not opposed in writing, including the reasons for opposing, the selection of the proposed substitute Monitor; and
  3. May enter into an agreement with the substitute Monitor relating to the substitute Monitor's services that either (a) contains substantially the same terms as the Commission approved agreement referenced in Paragraph 11C; or (b) receives Commission approval.
- H. The Commission may on its own initiative or at the request of the Monitor issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of this Order.

#### IX . Divestiture Trustee

IT IS FURTHER ORDERED that:

- A. If Respondents have not fully complied with the obligations to assign, grant, license, divest, transfer, deliver, or otherwise convey the Retail Fuel Assets as required by this Order, the Commission may appoint a trustee ("Divestiture Trustee") to assign, grant, license, divest, transfer, deliver, or otherwise convey these assets in a manner that satisfies the requirements of this Order. In the event that the Commission or the Attorney General brings an action pursuant to § 5 of the Federal Trade Commission Act, 15 U.S.C. § 45, or any other statute enforced by the Commission, Respondents shall consent to the appointment of a Divestiture Trustee in such action to assign, grant, license, divest, transfer, deliver, or otherwise convey these assets. Neither the appointment of a Divestiture Trustee nor a decision not to appoint a Divestiture Trustee under Section IX shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief available to it, including a court-appointed Divestiture Trustee, pursuant to § 5 of the Federal Trade Commission Act, or any other statute enforced by the Commission, for any failure by the Respondents to comply with this Order.
- B. The Commission shall select the Divestiture Trustee, subject to the consent of Respondents which consent shall not be unreasonably withheld. The Divestiture Trustee shall be a person with experience and expertise in acquisitions and divestitures. If Respondents have not opposed, in writing, including the reasons for opposing, the selection of any proposed Divestiture Trustee within 10 days after notice by the staff of the Commission to Respondents of the identity of any proposed Divestiture Trustee, Respondents shall be deemed to have consented to the selection of the proposed Divestiture Trustee.

- C. Not later than 10 days after the appointment of a Divestiture Trustee, Respondents shall execute a trust agreement that, subject to the prior approval of the Commission, transfers to the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to effect the relevant divestitures required by this Order. Any failure by Respondents to comply with a trust agreement approved by the Commission shall be a violation of this Order.
- D. If a Divestiture Trustee is appointed by the Commission or a court pursuant to Section IX, Respondents shall consent to the following terms and conditions regarding the Divestiture Trustee's powers, duties, authority, and responsibilities:
1. Subject to the prior approval of the Commission, the Divestiture Trustee shall have the exclusive power and authority to assign, grant, license, divest, transfer, deliver, or otherwise convey the assets that are required by this Order to be assigned, granted, licensed, divested, transferred, delivered, or otherwise conveyed;
  2. The Divestiture Trustee shall have one year





- (a) all or substantially all of PMG's business, or
  - (b) the PMG business entities that contain all or substantially all of PMG's Retail Fuel Business, or
- (2) any sale of a Divestiture Location to an existing dealer of a Divestiture Location that has exercised a right of first refusal under any statute or other law.

## XII. Compliance Reports

IT IS FURTHER ORDERED that:

A. Respondent Global shall:

1. Notify Commission staff via email [acompliance@ftc.gov](mailto:acompliance@ftc.gov) of the Acquisition Date no later than 5 days after [1 (l o)2 (6 (f.1 ( (f)5 ( v)2 (ia)6 (R)-2 (ep)-33 -2.31 Td t)]

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4. Respondent Global shall verify each compliance report in the manner set forth in 28 U.S.C. § 1746 by the Chief Executive Officer or another officer or employee specifically authorized to perform this function. Respondent Global shall file its compliance report with the Secretary of the Commission at [Electron \[\(E\)a-7\[\( \[15 Tde\)4od r-7r0.0.0.01.15 Td \[\(E\)-31.15 Td \( \)T\(pl4ee\)4o\(w\) \(a\) w 27](#)
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competition the Commission alleged in ~~the~~ Complaint and ensure the Acquirer can operate the Retail Fuel Assets at least equivalent in all material respects to the manner in which the Retail Fuel Assets were operated prior to the Acquisition.

XVI. Term

IT IS FURTHER ORDERED that this Order shall terminate 10 years from the date it is issued.

By the Commission.

April J. Tabor  
Secretary

SEAL:

ISSUED:

Nonpublic Appendix A

Divestiture Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]