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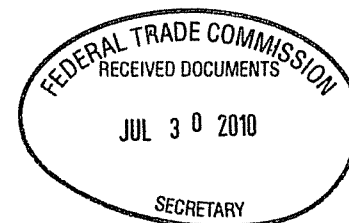
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July 29, 2010

VIA FEDERAL EXPRESS

Donald S. Clark
Office of the Secretary
Room H-135 (Annex D)
Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Washington, D.C. 20580



**RE: In the Matter of Pilot Corporation, Propeller Corp., and Flying J Inc.,
FTC File No. 091-0125 – Comment on Proposed Consent Agreement**

Dear Secretary Clark:

AMBEST, Inc. a Tennessee mutual benefit corporation, hereby submits the following comments outlining its concerns with the proposed Consent Agreement provisionally accepted by the Commission, which permits Pilot Corporation and Propeller corporation (collectively, "Pilot") to acquire the interests and assets of Flying J Inc.'s travel center and related businesses for approximately \$1.8 billion (the "Acquisition"). AMBEST notes that the Analysis of Proposed Agreement Containing the Consent Orders to Aid Public Comment provides almost no analysis regarding the competitive effects of the Acquisition and no explanation of how the required divestiture of 26 travel centers to Love's will cure or redress the unexplained competitive harm that the Commission concluded would result from the Acquisition.

AMBEST and its members will be directly impacted by the proposed Consent Agreement in that overall competition in the truck stop/travel center business will be further lessened by allowing Pilot to acquire Flying J Inc.'s travel center and related business throughout the U.S. and allowing Pilot to exercise market power unilaterally. (See attached U.S. map outlining the 26 divested, all of the existing Pilot/Flying J and dealer replacement (Pilot/Flying J Fuel Island Licensing Program) locations marked as Exhibit A hereto).

AMBEST is concerned that the proposed Consent Agreement not only fails to preserve what little competition there currently is in the market for over-the-road sale of diesel fuel to long-haul fleets by travel center operators in the contiguous United States, but also that Pilot is currently engaged (and upon information and belief, has been engaged during the Commission's review

period in this matter) in an active national program designed to circumvent the proposed Consent Agreement by engaging in a licensing program (Dealer Program, Equipment Lease & Thru-Put Agreements)(the "Pilot/Flying J Fuel Island Leasing Program") with other truck stops and travel centers in the markets in which it currently exercises market power or dominance by eliminating actual, direct and substantial competition between Pilot and independent and other regional or national truck stops and travel centers, including, without limitation, AMBEST members' locations. To date, the Pilot/Flying J Fuel Island Leasing Program is actively targeting AMBEST's full membership locations that have a larger footprint (large parking areas and full amenities for drivers) and easy access from interstate and surface connecting roads.

Not only do Pilot's actions violate Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45, by removing actual, direct and substantial competition between Pilot and Flying J and increasing the likelihood that Pilot will exercise market power unilaterally, but they also undermine and circumvent the Commission's proposed Consent Agreement and required divestitures ordered in this case.

In addition, armed with its recent acquisition of the Transportation Clearing House Fuel Card ("TCH Card") payment system (referred to as the "TCH Fuel Card System") from Flying J as part of this Acquisition, Pilot will be in a unique position to use the TCH Fuel Card System to further exercise its market power in the truck stop/travel center and diesel fuel markets unilaterally to the detriment of AMBEST's members and other independent and regional truck stops/travel centers as outlined below. The combined company, Pilot Flying J, will be in a unique position to use its market dominance and control of the TCH Fuel Card System to increase the transaction costs for acceptance of the TCH Card for AMBEST's members and other independent truck stop/travel center operators and thereby further removing substantial competition in the market.

I. AMBEST Background

AMBEST is a 21-year old member-owned, nationwide network of independent and family owned truck stops and service centers. Its network has a total of one hundred sixty (160) independent locations, with one hundred (100) locations that sell diesel fuel. AMBEST offers its members purchasing programs for in-store merchandising, branding and advertising, and marketing to customers (including joint negotiation of discounted fuel pricing to customers). The majority of its member locations in the network are located along interstate highways in the contiguous United States.

AMBEST offers four (4) classifications of membership to the truck stops/travel centers in its network (1) full membership for larger locations, (2) express membership for smaller locations, (3) fuel stop locations, and (4) service center locations. AMBEST currently has sixty-seven (67) full member locations which offer a minimum of 6 fuel lanes, 75 paved and lighted parking spaces for over-the-road trucks, a restaurant with table service and at least 4 showers for drivers. Larger full member locations typically are set on 15 to 20 acres with 8 fuel lanes and parking for approximately 150 over-the-road trucks. These larger full member locations also typically supply store, showers, laundry facilities, truck scales, a driver's lounge, a game room, financial and communication services and internet access. The AMBEST network also includes twenty-six (26) express member locations, which offer smaller lots with a minimum of 25 parking spaces for over-the-road trucks, at

least 3 fuel lanes, a minimum of 2 showers and a quick-service restaurant/food offering. AMBEST has seven (7) Fuel Stop member locations that offer all of the same services as express members, with the exception of showers and parking. Finally, the AMBEST network includes sixty (60) Service Center member locations which offer truck repair, truck inspections, tire sales and repair, emergency road service, and preventative maintenance services.

II. The Commission Has Found There Is a Competitive Problem Requiring Redress.

The Commission's Complaint alleges that the Pilot and Flying J Inc. acquisition agreements, if consummated, would violate Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45, by removing actual, direct and substantial competition between Pilot and Flying J and increasing the likelihood that Pilot will exercise market power unilaterally. The Commission has determined that the proposed Consent Agreement would resolve the competitive concerns from the acquisition by requiring the divestiture of 26 travel centers to Love's Travel Stops and Country Stores ("Love's"). The Commission has stated that this divestiture will make Love's a stronger competitor and replace competition weakened by the acquisition. What the Commission has not taken into consideration in its' analysis of this proposed acquisition and its corresponding proposed Consent Agreement, due to either a lack of analysis or a clever business model change by Pilot, is that Pilot is effectively circumventing the Commission's proposed Consent Agreement regarding the divestiture of 26 centers by engaging in a national licensing program with regional and independent truck stops and/or travel centers in the same markets as the divestiture covers as well as in other markets where it is or will (due to the acquisition of Flying J's travel centers) exercise market dominance or power.

The Commission also concluded that de novo entry or fringe expansion into the relevant market is unlikely to deter or counteract the likely anticompetitive effects of this acquisition. They found that entry is difficult and time-consuming and potential entrants would face substantial barriers. AMBEST concurs with this conclusion.

III. The Proposed Consent Agreement Does Not Provide Any Meaningful Redress of the Competitive Problems the Commission Has Found or Omitted From Consideration in Its Analysis of this Acquisition.

A. Pilot's Divestiture of 26 Locations is Being Circumvented by the Initiation or Continuation of its Licensing Program within the Same Markets.

Notwithstanding the terms of the FTC's proposed Consent Agreement that requiring the divestiture of 26 travel centers to Love's Travel Stops and Country Stores, Pilot continues to exercise its market power unilaterally by retaining its truck stop/travel center locations in each of the same 26 local markets. (See attached U.S. map outlining the divestiture, duplicate and dealer replacement locations of Pilot Flying J, and Listing of Pilot dealer locations acquired in 2010 both marked as Collective Exhibit B hereto).

Tier 3 Base Volume: \$ _____ per gallon for each diesel gallon sold in excess
of _____ gallons per month”

In a sense, Pilot is offering and entering into these operator licensing arrangements to underwrite and/or guarantee an operator for its prospective net profit for diesel fuel sales and other income incentives in return for becoming a Pilot branded travel center. This allows Pilot to increase its overall market share and market power throughout the travel center market without having to acquire the business or assets of an operator. It also increases Pilot’s dominance of the diesel fuel market. This licensing program effectively removes an operators’ overhead as it relates to the acquisition of diesel fuel and market risk for diesel fuel sales. It allows Pilot to indirectly increase its network of travel centers throughout the U.S. by utilizing its market dominance and power in the diesel fuel distribution markets. (See Collective Exhibit C attached hereto which illustrates Pilot’s dominance of major U.S. interstate highway truck stop/travel center locations)

The Pilot/Flying J Fuel Island Leasing Program is designed to carry out exactly what the Commission is trying to remedy with the proposed Consent Agreement. These licensing activities are designed to further remove “actual, direct, and substantial competition” in not only the travel center market, but also in the diesel fuel market through Pilot’s unilateral use of its market power in both markets. Since May, 2010, Pilot has effectively licensed (indirectly acquired) at least twelve (12) independent locations in ten (10) states. (See Collective Exhibit B, attached hereto and incorporated herein). Since the Commission has approved the Pilot Flying J acquisition, two (2) of AMBEST’s full members (one in California and another in Connecticut) have joined the Pilot licensing program and left the AMBEST network to join the Pilot/Flying J Fuel Island Leasing Program. Effectively, Pilot Flying J is replacing each of the travel centers it divested to Love’s with new Pilot or Flying J dealer locations through its Pilot/Flying J Fuel Island Leasing Program. Post-Acquisition, Pilot will have replaced each of the divested locations with a new Pilot or Flying J dealer location (i.e., four (4) locations that have changed (or are in the process of changing) to Flying J or Pilot dealers in Elkton, Maryland; Ruther Glen, Virginia; Carnesville, Georgia; and Florence, South Carolina).

Thus, the proposed divestiture remedy advocated by the Commission in its proposed Consent Agreement not only fails to prevent the exact Clayton Act and Federal Trade Commission Act violations they assert would result from this acquisition, but allows Pilot to circumvent such Consent Agreement remedies by failing to address or restrict this new licensing program in which Pilot is exercising its market power unilaterally. It is imperative that the Commission immediately investigate the Pilot/Flying J Fuel Island Leasing Program activities before it agrees to enter into the proposed Consent Agreement or Pilot Flying J will be permitted to continue to violate the Clayton and Federal Trade Commission Acts, exactly what the proposed Consent Agreement professes to address and remedy. Due to the structure of these transactions and significantly reduced capital expenditures, we believe that few, if any, of these transactions would exceed the Hart-Scott-Rodino (“HSR”) reporting threshold. Pilot should not be allowed to accomplish what it cannot do directly through an indirect license program designed to lessen competition and in which it is able to wield its market power unilaterally to the detriment of AMBEST’s members and other independent truck stop/travel center operators.

B. The Proposed Acquisition will Further Lessen Competition in the Fuel Card Market by Increasing Transaction Fees for Independent Truck Stops and Travel Centers and The Consuming Public.

Flying J founded its TCH fuel card business in 1996. TCH has now positioned itself as the 3rd leading billing company in the industry and its network that spans across the contiguous United States. TCH cards provide one-card convenience for professional drivers to manage fuel, maintenance and cash advance needs. Long haul transportation fleets across the U.S. utilize TCH cards for fuel and fleet-related purchases. In 2006, Flying J sued both Pilot and TravelCenters of America ("TA") for boycotting its TCH fuel cards at their truck stop/travel center locations. The suit alleged that Pilot's and TA's boycott of the TCH cards had cost Flying J substantial amounts of revenue, restricted the number of truck stops where truckers can fill up and increased their expenses. Under the Consent Agreement, Flying J had to dismiss its suits against Pilot, while Pilot agreed to accept Flying J's TCH Cards at locations owned by Pilot or leased or managed by Pilot, with the exception of its convenience stores. Now Pilot owns and controls 50% of TCH Cards, further enhancing its market dominance in the truck stop/travel center and diesel fuel markets in the contiguous U.S.

Prior to Pilot's acquisition of Flying J's assets and other interests under the Consent Agreement, TCH Cards were not accepted at Pilot locations as Pilot accepted Comdata's fuel cards (Comdata controls approximately 60% of the trucker fuel card market). More importantly, TCH Cards have historically been offered to truck stop/travel center operators (including AMBEST members) on a flat fee basis (a set fee per transaction) as opposed to a percentage-based transaction fee basis like Comdata cards charge. This flat fee transaction fee has enabled AMBEST's members and other independent and regional truck stops/travel centers to reduce or fix their transaction costs, thereby creating a benefit to their customers by offering lower prices on their products and services. This issue is extremely important to ensuring that AMBEST's members and other truck stop/travel centers outside of the Pilot Flying J network remain competitive in the markets in which they serve.

As a direct result of the Acquisition, Pilot now accepts the TCH Cards at over 550 of its locations in the contiguous United States. AMBEST believes that Pilot sales personnel are attempting to induce or convince regional and national truck fleets to switch to using the TCH cards in return for Pilot giving them better pricing (or deeper discounts) on their diesel fuel purchases at its Pilot/Flying J locations. The implied threat to such trucking fleets is that if you don't switch to or use the TCH cards through Pilot or Flying J the fleet will face higher diesel fuel costs outside of the Pilot/Flying J network of truck stops/travel centers. AMBEST's members fear that Pilot's ownership and control of the TCH Fuel Card System will give Pilot/Flying J another competitive advantage (through lower or "flat fee" fuel card transaction costs to Pilot Flying J operators vs. percentage fee based transaction costs facing other operators, including AMBEST members, for their fuel card transactions) thereby allowing Pilot/Flying J to use the TCH Card to offer regional and national fleets a better price or deeper discount if they use the TCH Card at Pilot/Flying J locations. In effect, AMBEST's members as well as other truck stop/travel center operators will not be able to offer the same pricing or discounts on diesel fuel sales as Pilot/Flying J operators can because of their control of fuel card transaction costs through their new TCH Fuel Card System. This coupling of programs (TCH Cards and the Pilot/Flying J Fuel Island Leasing Program) should

be thoroughly investigated by the Commission as part of the overall modification of the Consent Agreement and Order at the conclusion of the public comment period.

C. The TCH Firewalls Should be Extended to Protect All Truck Stop/Travel Center Operators.

As discussed in Subsection B above, until this Acquisition, the TCH Card was only accepted at Flying J, TA and most independent and regional chain locations. The use of the TCH Card as well as other fuel cards by national and regional trucking fleets enables the card users (previously Flying J and now Pilot) to gather sensitive competitive data including, without limitation, the identity of an operator's customers, the location of customer purchases, products and services purchased or sold by an operator, and the prices charged by an operator for its products and services, as well as volumes and available discounts provided. It appears that the proposed Consent Agreement only requires Pilot to implement a firewall protocol regarding the use of Love's confidential data. It fails to address the provision of the same firewall protocols and protections for other truck stop/travel center operators' confidential data (including AMBEST's members) who accept the TCH Card. Further, Paragraph II. D. of the proposed Consent Order also provides for the appointment of an internal Pilot compliance officer that "will be responsible for assuring that the TCH Firewall Protocols are met and who will report to the Commission...." This compliance requirement fails to address or provide any viable protection for the confidential data received from any operator using the TCH Card besides Love's. Finally, the proposed Consent Order fails to outline the duration of the firewall protocols and protections, especially following the expiration of the anticipated TCH Merchant Agreement with Love's.

Clearly, the Commission has failed to extend the same protocols and protections to all other truck stop/travel center operators that accept and utilize the TCH Card as they have provided for and extended to Love's under the terms of the proposed Consent Order. In light of Pilot's possession of substantial market power in the truck stop/travel center and diesel fuel markets as well as to create parity in the competitive marketplace for all operators in the same markets, these same protocols and protections should be extended to all other market competitors that accept and use the TCH Card including, AMBEST's members.

IV. Proposed Changes or Modifications to the Consent Agreement/Order.

A. Prior Approval Requirement for Further Acquisitions or Licensing Program Efforts.

Given what appears would be Pilot's dominant position in the diesel fuel and truck stop/travel center markets as well as its close relationship with the TCH Fuel Card System, AMBEST believes that the Consent Agreement should also require that Pilot obtain the prior approval of the Commission before its makes any future acquisition or consolidation (by purchase, lease, license, affiliation, franchise or otherwise) of truck stop/travel center assets for up to ten (10) years, regardless of whether the acquisition exceeds the HSR reporting threshold. Such approval

and/or notification requirements are entirely consistent with the Commission's prior precedents.¹ This approval requirement is completely warranted in that Pilot is not a publicly-traded company and, therefore, is not subject to the reporting requirements imposed on a public company. As such, its use of the Pilot/Flying J Fuel Island Leasing Program will make it very difficult for any agency, including the Commission, to monitor its activities without the requirement of notification and approval. This will ensure that Pilot will not be able to utilize its monopoly to further increase its market share, directly or indirectly, by consolidating or affiliating with existing market resources without the Commission's inquiry or investigation of the competitive impact of such actions. In addition the proposed Consent Agreement should be modified to allow the Commission to affirmatively consider the impact of Pilot's control over diesel fuel sales at existing truck stop/travel center locations, its ownership and control of the TCH Fuel Card System, and to determine whether competition in the relevant market would be (or is) negatively impacted. AMBEST believes that the lack of analysis by the Commission justifying how the divestiture of 26 travel centers to Love's will remedy the competitive harm that the Commission concluded would be caused by the Acquisition as well as the initiation of the Pilot/Flying J Fuel Island Leasing Program require modifications to the proposed Consent Agreement.

B. The TCH Firewall Protocols and Protections Should be Extended to Protect All Truck Stop/Travel Center Operators in Addition to Love's.

As discussed above, AMBEST believes that the Commission should further modify the Consent Agreement to (a) guarantee that all of the firewall protocols and protections be extended to any and all truck stop/travel center operators, including AMBEST members, that accept or utilize the TCH Card, regardless of whether Love's continues or renews its acceptance of the TCH Card in the future; (b) ensure that the appointed internal Pilot compliance officer will also be responsible for assuring that the TCH Firewall Protocols are met for all truck stop/travel center operators, including AMBEST members, who accept and utilize the TCH Card and report such compliance to the Commission on a quarterly basis; and (c) require that these firewall protocols and protections remain in effect for the duration of the proposed Consent Agreement/Order or ten (10) years.

V. Conclusion.


AMBEST very much appreciates the Commission's efforts on this transaction, and agrees with the Commission's conclusion that the transaction will substantially lessen competition in the relevant markets by, and among other things, (a) eliminating actual, direct, and substantial competition between Pilot and Flying J; and (b) increasing the likelihood that Pilot will exercise market power unilaterally. Thus, AMBEST believes that the remedy must be modified, however, as the current remedy (divestiture) would not help competition in general; nor would it help AMBEST's members and other independent travel center operators, the prime victims of the current near duopoly market, and of this specific anticompetitive transaction, in any way.

Therefore, before the Consent Agreement is finally adopted, AMBEST respectfully submits that the Consent Agreement should be modified by the Commission to require an approval

¹ (E.g., the Commission's June 25, 2010 Decision and Order, In the Matter of Agilent Technologies, Inc., Docket No. C-4292; the Commission's February 3, 2010 Decision and Order, In the Matter of Agrium, Inc., Docket No. C 4277; and the Commission's November 23, 2009 Decision and Order, In the Matter of Carilion Clinic, Docket No. D-9338).

restriction on any future acquisition or consolidation (by purchase, lease, license, affiliation, franchise or otherwise) by Pilot of truck stop/travel center assets for up to ten (10) years, regardless of whether such acquisition exceeds the HSR reporting threshold. Absent this modification, the proposed remedies outlined in the proposed Consent Agreement will fail. More importantly, Pilot will be permitted to continue its anticompetitive practices and to expand its market power in the travel center and diesel fuel markets to the detriment of AMBEST's members, other travel center operators and their respective customers. Finally, that the Commission should extend the benefits and protections provided for in the Consent Order to and for the benefit of any and all operators that accept and utilize the TCH Card and not just to one competitor, Love's.

We very much appreciate your consideration of these comments and the requests they contain. If you have any questions, please do not hesitate to contact me.

Very truly yours, 

Daniel C. Paulus
Michael P. Dolan

Counsel for AMBEST, Inc.

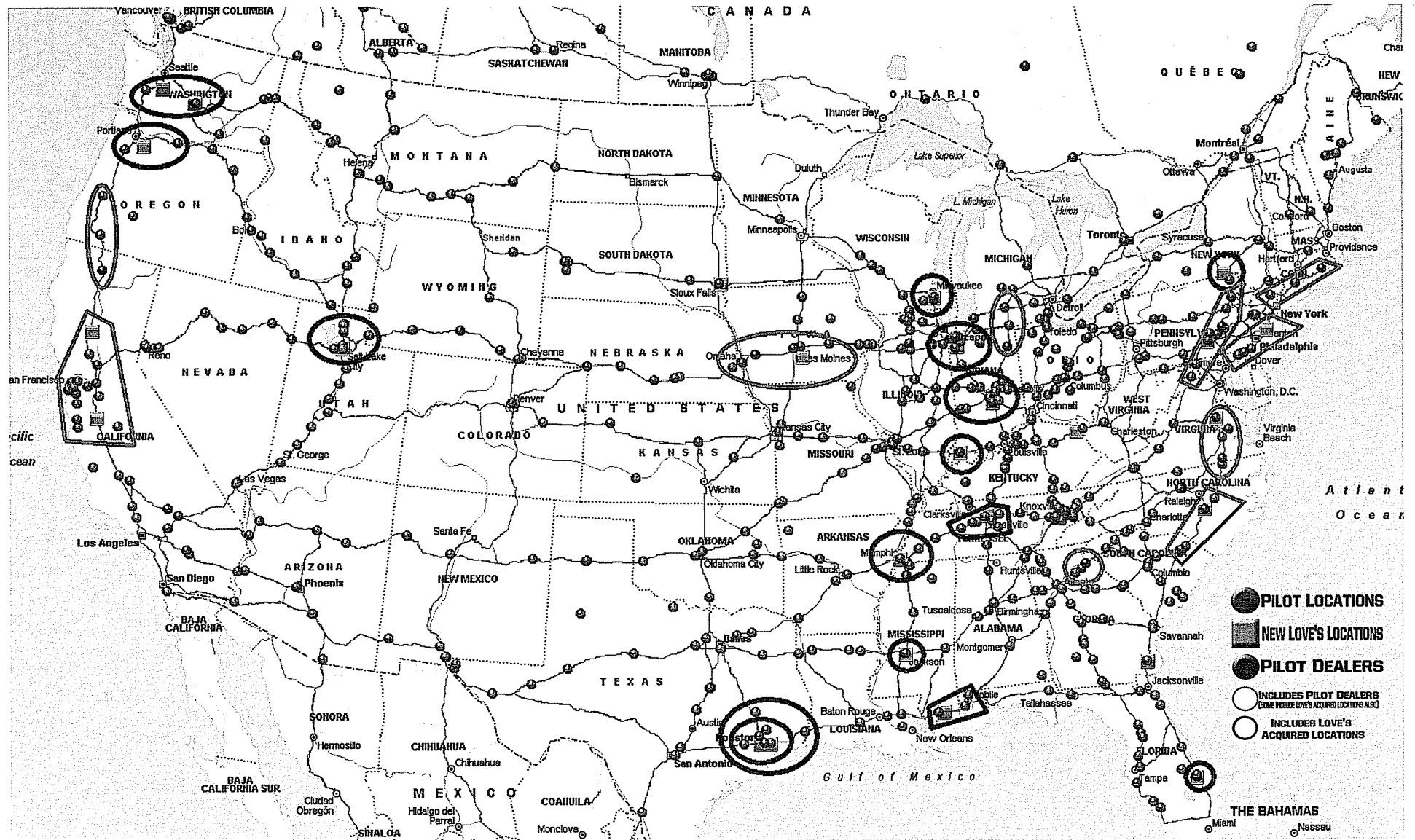
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cc: Jon Leibowitz, Chairman
William E. Kovacic, Commissioner
J. Thomas Rosch, Commissioner
Edith Ramirez, Commissioner
Julie Brill, Commissioner
Mary Lehner, Esq.

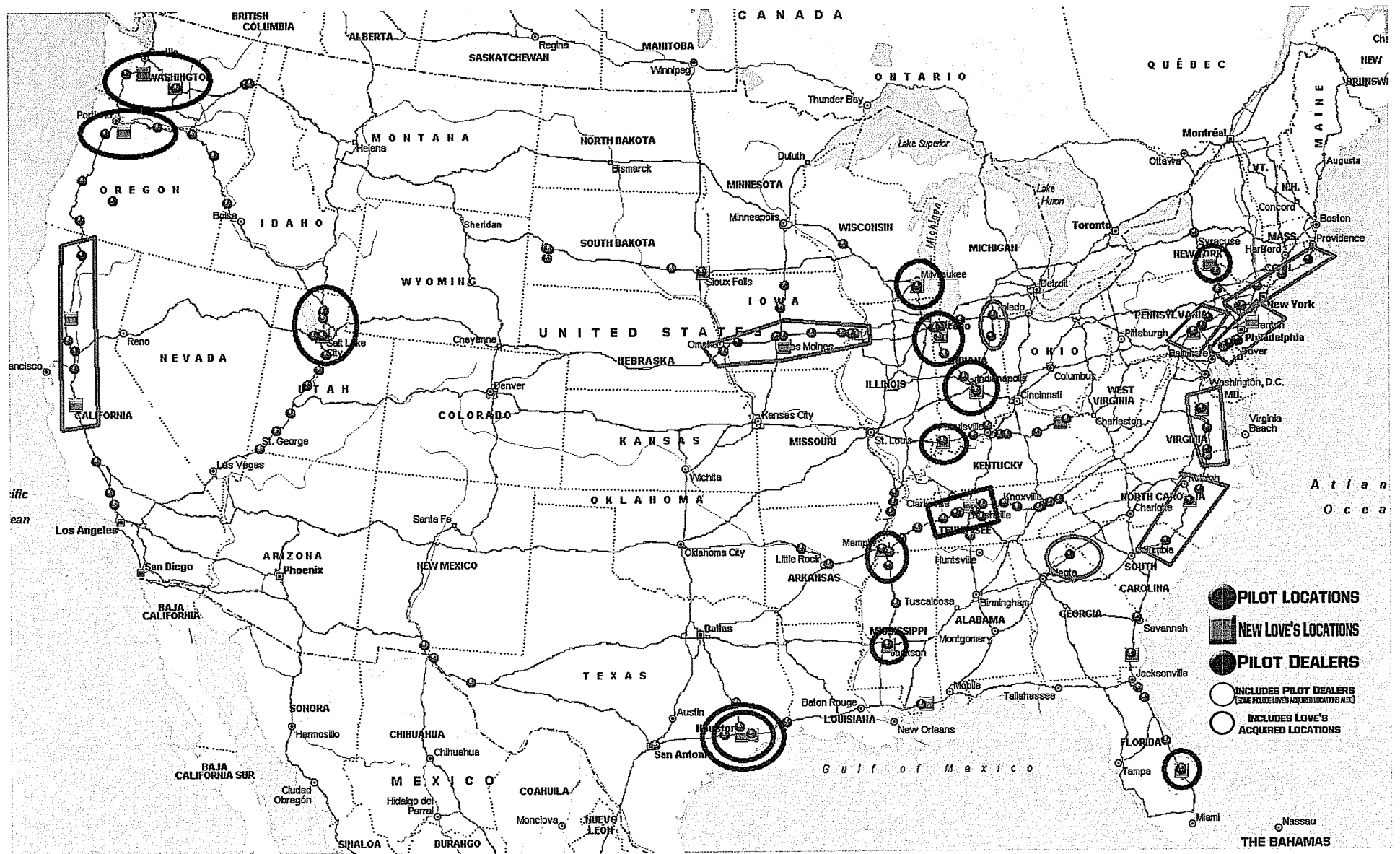
W. Steven Allen, President - AMBEST

26 Divested, All Pilot/J, New Dealers

Exhibit A



26 Divested, Pilot/J Duplicates, New Dealers Exhibit B



COLLECTIVE EXHIBIT B

| PILOT DEALER LOCATIONS ACQUIRED 2010 | | | | | |
|---|---------------|--------------|-------------------|-------------|---|
| Location Name | City | State | Interstate | Exit | Divested Location Replacement |
| Highway Service Ventures | Elkton | MD | I-95 | 109A | Bordentown NJ (only 78 miles away) |
| Highway Service Ventures | Ruther Glen | VA | I-95 | 104 | Ruther Glen VA (Same Exit) |
| Highway Service Ventures | Carnesville | GA | I-85 | 160 | None Flying J at same Exit |
| Highway Service Ventures | Florence | SC | I-95 | 169 | None Pilot at Exit 169,170,164. Flying J at 181 |
| Sacramento 49er | Sacramento | CA | I-80 & I-5 | 85 | Corning CA and Santa Nella CA |
| Weed Travel Center | Weed | CA | I-5 | 745 | Corning CA |
| Sadler Travel Plaza | Dunn | NC | I-95 | 75 | Dunn NC (Same Exit) |
| Sadler Travel Plaza | Emporia | VA | I-95 | 11 | None Pilot at Exit 58 and Flying J at 104 |
| American Auto Stop | N. Stonington | CT | I-95 | 93 | None Pilot at Exit 40 |
| Wings America | Avoca | IA | I-80 | 40 | None 8 Pilot locations on I-80 in Iowa |
| All American | Pine Grove | PA | I-81 | 100 | None Pilot at Exit 77 5 locations in PA on I-81 |
| Fort Wayne Truck Plaza | Fort Wayne | In | I-69 | 109A | None Pilot at 4 locations on I-69 |

Pilot Dominance of Major US Interstate Highways (Exhibit C)

| Interstate | # Pilot/Flying J | # Sold to Love's | # Dealers Added Since June 2010 |
|------------|------------------|------------------|---------------------------------|
| I-5 | 10 | 3 | 2 |
| I-10 | 29 | 2 | 0 |
| I-15 | 22 | 0 | 0 |
| I-20 | 25 | 1 | 0 |
| I-24 | 7 | 0 | 0 |
| I-35 | 12 | 0 | 0 |
| I-40 | 32 | 1 | 0 |
| I-45 | 2 | 1 | 0 |
| I-55 | 12 | 0 | 0 |
| I-57 | 6 | 0 | 0 |
| I-64 | 10 | 2 | 0 |
| I-65 | 21 | 2 | 0 |
| I-69 | 4 | 0 | 1 |
| I-70 | 26 | 0 | 0 |
| I-75 | 37 | 0 | 0 |
| I-80 | 45 | 3 | 1 |
| I-81 | 13 | 2 | 1 |
| I-84 | 11 | 1 | 0 |
| I-85 | 13 | 0 | 1 |
| I-90 | 33 | 2 | 0 |
| I-94 | 13 | 1 | 0 |
| I-95 | 25 | 5 | 6 |
| | | | |
| | | | |
| | | | |
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07/28/10

Exhibit C

| Location Trade Name | Store Number | Address | City | State | Interstate | Exit | Replacement Location | Address | City | State | Interstate | Exit | Locations In State | Comments |
|---------------------|--------------|------------------------------|----------------|-------|------------|------|---------------------------------------|----------------------------------|--------------------|-------|-----------------|-----------|--------------------|--|
| Pilot | 86 | 1703 I-10 | Baytown | TX | I-10 | 789 | | | | | | | 36 | 10 Locations on I-10 alone. Some are so close that they cannot be separated on the digital map. For Example, 2 locations in San Antonio 1 exit apart. |
| Pilot | 451 | 11332 Cedar Lake Road | Biloxi | MS | I-10 | 44 | | | | | | | 8 | Flying J at Exit 31 (Gulfport). |
| Pilot | 170 | 2 Industrial Park Drive | Binghamton | NY | I-81 | 3 | | | | | | | 6 | Pilot at Exit 25 (Syracuse). |
| Pilot | 382 | 2008 State Highway 206 South | Bordentown | NJ | I-295 | 57 | Highway Service Ventures | | Elkton | MD | I-95 | 109 A | 5 | HSV in Elkton MD is only 78 miles away. Flying J at Exit 2 (Carney's Point) 50 Miles away. |
| Pilot | 379 | 2766 US Highway 17 South | Brunswick | GA | I-95 | 29 | | | | | | | 33 | Flying J at same exit, Pilot at Exit 109 (Port Wentworth). |
| Pilot | 342 | 1165 Harrisburg Pike | Carlisle | PA | I-81 | 52B | | | | | | | 17 | 5 locations on I-81 Alone Pilot at Exit 77 (Harrisburg), Exit 175 (Dupont), Exit 97 (Falls Creek), Exit 219 (Gibson). |
| Flying J | 0500154 | 2120 South Ave. | Corning | CA | I-5 | 630 | Sacramento 49er Weed Travel Center | West El Camino 395 E Vista Dr | Sacramento Weed | CA | I-80&I-5 I-5 | 85 745 | 27 | Pilot will have 6 locations on I-5 alone. Sac. 49er is 100 miles south. Weed @ Exit 745. |
| Flying J | 0500314 | 11820 Hickman Road | Des Moines | IA | I-80&I-35 | 125 | Wings America | US 59 | Avoca | IA | I-80 | 40 | 12 | Pilot at Exit 126(1 mile), Exit 201(Brooklyn), Exit 1(Council Bluffs). |
| Pilot | 55 | 3948 Hodges Chapel Road | Dunn | NC | I-95 | 77 | Sadler Travel Plaza | Jonesboro RD | Dunn | NC | I-95 | 75 | 7 | Sadler location in Dunn (2 miles away). Emporia location 115 miles away). |
| | | | | | | | Sadler Travel Plaza | US 58 W | Emporia | VA | I-95 | 11 | 10 | |
| Pilot | 389 | 1512 Highway 97 | Ellensburg | WA | I-90 | 106 | | | | | | | 5 | Flying J at same exit, |
| Pilot | 395 | I-64 & U.S. 41 Exit 25 | Haubstadt | IN | I-64 | 25B | | | | | | | 36 | Pilot at same Exit. Flying J at same Exit (will still have 2 at the same exit) |
| Pilot | 327 | 7150 Okeechobee Road | Ft. Pierce | FL | I-95 | 129 | | | | | | | 19 | Pilot at same exit, Pilot at Exit 201 (Cocoa), Flying J Exit 305 (Dupont Center), Flying J at Exit 131. |
| Flying J | 0500024 | 3150 Grant Street | Gary | IN | I-94&I-80 | 9A | | | | | | | 36 | Pilot at Exit 22 (Burns Harbor), Exit 6 (Gary), Exit 2 (Highland), Exit 15A & 15B (Lake Station), Exit 15 (Lake Station), Exit 72 (South Bend), |
| Pilot | 364 | 750 N. Carol Malone Blvd | Grayson | KY | I-64 | 172 | | | | | | | 26 | Pilot @ Exit 185 (Cannonsburg), Exit 113 (Mount Sterling). Of note there will still be 4 Exits in KY where Pilot will still have two locations at the same exit. |
| Pilot | 383 | 210 Patton Street | Houston | TX | I-45 | 50 | | | | | | | 36 | Flying J at Exit 64 (14 miles away), Also on I-610 Exit 24, Exit 118 (Huntsville), |
| Pilot | 450 | 730 Highway 80 East | Jackson | MS | I-20 | 47 | | | | | | | 8 | Flying J at same exit, Exit 45 (1 mile away), Exit 151 (Meridian) |
| Pilot | 292 | 130 West Trinity Lane | Nashville | TN | I-65/I-24 | 87 | | | | | | | 61 | Pilot at Exit 22 (Cornersville), Exit 81 (Murfreesboro), Pilot at Briley Pkwy, |
| Flying J | 0500124 | 9650 S. 20th Street | Oak Creek | WI | I-94 | 322 | | | | | | | 8 | Pilot at same Exit also at Exit 329 (Thompsonville) |
| Pilot | 291 | 23845 Rogers Clark Blvd. | Ruther Glen | VA | I-95 | 104 | Highway Service Ventures | | Ruther Glen | VA | I-95 | 104 | 10 | Same Exit across the street |
| Pilot | 194 | 25 N. Redwood Road | Salt Lake City | UT | I-80 | 118 | | | | | | | 16 | Duplicates are too numerous to mention. |
| Pilot | 139 | 29025 West Plaza Drive | Santa Nella | CA | I-5 | 407 | Sacramento 49er | West El Camino | Sacramento | CA | I-80&I-5 | 85 | 27 | Pilot will have 6 locations on I-5 alone. Sacramento 49er is 100 miles +/- north. |
| Pilot | 349 | 5301 North Cliff Avenue | Sioux Falls | SD | I-90&I-29 | 399 | | | | | | | 5 | Pilot at same Exit (Sioux Falls), Exit 332 (Mitchell), |
| Flying J | 0500060 | 1501 33rd Avenue East | Tacoma | WA | I-5 | 136 | | | | | | | 5 | Pilot at Exit 99 (Tumwater), |
| Flying J | 0520019 | 400 NW Frontage Road | Troutdale | OR | I-84 | 17 | | | | | | | 8 | Pilot at Exit 104 (Biggs ICT), |
| Pilot | 272 | 800 Martin Luther King Drive | West Memphis | AR | I-40&I-55 | 280 | | | | | | | 8 | Pilot will still have 2 locations at same exit, Pilot at Exit 161, Exit 84, Also I-55 Exit 18 (Hayti MO), Exit 85 (Jackson TN) |
| Pilot | 397 | 5115 North 300 East | Whiteland | IN | I-65 | 95 | | | | | | | 36 | Pilot at same exit (Whiteland), Exit 99 (Greenwood), Flying J at Exit 139 (Lebanon), Exit 16 (Memphis), Exit 201 (Remington) |