

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

COMMISSIONERS: **Jon Leibowitz, Chairman**
 William E. Kovacic
 J. Thomas Rosch
 Edith Ramirez
 Julie Brill

In the Matter of)	
)	
Keystone Holdings, LLC,)	
a corporation, and)	
)	Docket No.
Compagnie de Saint-Gobain,)	
a corporation.)	
)	

DECISION AND ORDER

V jg Hgfgtcn Vtcf g Eq o okuukqp (õEq o okuukqpö) having initiated an investigation of the proposed acquisition by Respondent Keystone Holdings, LLC, of the Advanced Ceramics Business of Respondent Compagnie de Saint-Gobain, and Respondents having been furnished thereafter with a copy of a draft of Complaint that the Bureau of Competition proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge Respondents with violations of 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; and

Respondents, their attorneys, and counsel for the Commission having thereafter executed cp Citggogpv Eqpvckpkpi Eqpugpv Qtfgt (õEqpugpv Citggogpvö), eqpvckpkpi cp cf okuukqp d{ Respondents of all the jurisdictional facts set forth in the aforesaid draft of Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondents that the law has been violated as alleged in such Complaint, or that the facts as alleged in such Complaint, other than jurisdictional facts, are true, cpf yckxgtu cpf qvjgt rtqxkukqpu cu tgswtgfg d{ v jg Eq o okuukqpöu Twngu= cpf

The Commission having thereafter considered the matter and having determined that it had reason to believe that Respondents have violated the said Acts, and that a Complaint should issue stating its charges in that respect, and having accepted the executed Consent Agreement and placed such Consent Agreement on the public record for a period of thirty (30) days for the

receipt and consideration of public comments, now in further conformity with the procedure described in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby makes the

1. Respondent Keystone Holdings, 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 principal executive offices located at 16000 Table Mountain Parkway, Golden, Colorado.

2. Respondent Compagnie de Saint-Gobain is a corporation organized, existing, and doing business under and by virtue of the laws of France, with its offices and principal place of

3. The Federal Trade Commission has jurisdiction over the subject matter of this proceeding and of Respondents, and the proceeding is in the public interest.

6. Complementary AW Tile Assets;

Provided, however, the Saint-Gobain AW Tile Business does not include:

1. The CoorsTek AW Tile Business; and

2. The Advanced Ceramics Business.

K. *öUckpv- I qdckp C Y Vknq Dwukpguu C itgg ogpvuö* mean the Complementary AW Tile Intellectual Property License, the Complementary AW Tile Products Supply

- Q. The Purchase Agreement as amended by the Amended Purchase Agreement.
- R. The Purchase Agreement as amended by the Amended Purchase Agreement.
- S. to the research, development, production, manufacture, marketing, sale, and use of AW Tiles and related products anywhere in the world prior to the acquisition of Advanced Ceramics Business.
- T. <
1. All real property interests, including rights, title, and interests in and to owned or leased property, together with all easements, rights of way, buildings, improvements, and appurtenances;
 2. All applicable federal, state, and local regulatory agency registrations, permits, and applications, and all documents related thereto, necessary for the operations of, and conduct of business at, such applicable facility, to the extent held by Respondent Saint-Gobain and with respect to which the transfer thereof is permitted by law; and
 3. All fixtures, equipment, machinery, tools, vehicles, personal property, or tangible property of any kind located at such applicable facility that is owned or leased by Respondent Saint-Gobain, or that Respondent Saint-Gobain has the legal right to use, or to have the custody or control of, that is related to:
 - a. The research, development, production, manufacture, marketing, and sale of AW Tiles; and
 - b. Compliance by the Saint-Gobain AW Tile Business with any statute, ordinance, regulation, rule, or other legal requirement

- W. **Facility Assets** - the location, title, and interest in the Facility Assets:
1. Located at the real property in Latrobe, Pennsylvania, legally described in Exhibit A to this Decision and Order; and
 2. Related to the research, development, marketing and sale anywhere in the world, of AW Tiles produced or manufactured in North America.
- X. **Confidential Information** - public information relating to the Saint-Gobain AW Tile Business either prior to or after the Acquisition Date of Divestiture, including, but not limited to, all customer lists, price lists, marketing methods, patents, technologies, processes, or other trade secrets, and:
1. Obtained by Respondent Keystone prior to the Acquisition Date; or,
 2. Obtained by Respondent Keystone after the Acquisition Date, in the course

Europe, S.A., Saint-Gobain Abrasives, Inc., Saint-Gobain do Brasil Produtos Industriais e para Construcoes Ltda., and Societe Europeenes des Produits Refractaires, S.E., on the other hand.

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II.

IT IS FURTHER ORDERED that:

- A. Respondent Keystone shall not acquire, directly or indirectly, without the prior approval of the Commission:

1. Any interest in the Saint-Gobain AW Tile Business;
2. Any interest in tangible or intangible assets owned or controlled by Respondent Saint-Gobain at the time of the Acquisition relating to the research, development, marketing and sale anywhere in the world, of AW Tiles produced or manufactured in North America;

provided, however, Respondent Keystone and Respondent Saint-Gobain may in the ordinary course of business engage in the purchase and sale of AW Tiles from and to one another.

- B. Respondent Keystone shall comply with all terms of all of the Saint-Gobain AW Tile Business Agreements, which agreements are incorporated into and made a part of this Order. Any breach by Respondent Keystone of any term of any of the Saint-Gobain AW Tile Business Agreements shall constitute a violation of this Order. Any modification of the Saint-Gobain AW Tile Business Agreements without the prior approval of the Commission shall constitute a failure to comply with this Order.

- C. The purpose of the remedy provided by this Order and by the Saint-Gobain AW Tile Business Agreements is to preserve Respondent Saint-Gobain as an independent, viable and effective competitor in the relevant market in which the Saint-Gobain AW Tile Business was engaged at the time of the announcement of the Acquisition, and to remedy the lessening of competition resulting from the *Ceswkukvkqp cu cmgi g f kp v jg Eq o okuukqpou Eq o rnc kpv0*

III.

IT IS FURTHER ORDERED THAT:

- A. For a period of five (5) years from the date this Order becomes final, Respondent

Saint-Gobain shall not, directly or indirectly, through subsidiaries, partnerships, or otherwise, without providing advance written notification to the Commission:

1. Lease or sell the Latrobe Facility, or sell, assign, or otherwise convey substantially all of its right, title, and interest in the Saint-Gobain AW Tile Business, to any Person other than a subsidiary or an affiliate of Respondent Saint-Gobain; or,
 2. Close the Latrobe Facility, or cease operations or production of AW Tiles at the Latrobe Facility.
- B. Respondent shall provide the Notification to the Commission at least thirty (30) days prior to the Notification required by Paragraph III.A.1. to the Commission shall be given on the Notification and Report Form set forth in the Appendix to Part 803 of Title 16

ceases operations or production of AW Tiles at the Latrobe Facility, for any period

VII.

IT IS FURTHER ORDERED THAT for purposes of determining or securing compliance with this Order, and subject to any legally recognized privilege, and upon written request and upon five (5) days notice to Respondent Keystone made to its principal United States offices, registered office of its United States subsidiary, or its headquarters address, Respondent Keystone shall, without restraint or interference, permit any duly authorized representative of the Commission:

- A. access, during business office hours of Respondent Keystone and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession or under the control of such Respondent Keystone related to compliance with this Order, which copying services shall be provided by such Respondent Keystone at the request of the authorized representative(s) of the Commission and at the expense of the Respondent Keystone; and
- B. to interview officers, directors, or employees of such Respondent Keystone, who may have counsel present, regarding such matters.

VIII.

IT IS FURTHER ORDERED that this Order shall terminate ten (10) years from the date this Order becomes final.

By the Commission.

Donald S. Clark
Secretary

ISSUED: