

UNITED STATES OF AMERICA  
BEFORE FEDERAL TRADE COMMISSION

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

_____ )	
In the Matter of )	
)	
Keystone Holdings, LLC, )	
a corporation, and )	Docket No. C-4314
)	
Compagnie de Saint-Gobain, )	
a corporation. )	
_____ )	

DECISION AND ORDER

The Federal Trade Commission ("Commission") having initiated an investigation of the proposed acquisition by Respondent Keystone Holding, 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 our



E. "Person" means any individual, partnership, joint venture, firm, corporation, association, trust, unincorporated organization, joint venture or other business or Governmental Entity and any subsidiaries, divisions, groups or affiliates thereof

K. “Saint-Gobain AW Tile Business Agreements” mea the Complementary AW



1. Information that is in the public domain when received by Respondent Keystone;
  2. Information that is not in the public domain when received by Respondent Keystone and thereafter becomes public through no act or failure to act by Respondent Keystone;
  3. Information that Respondent Keystone develops or obtains independently, without violating any applicable law or this Order; and
  4. Information that becomes known to Respondent Keystone from a third party not in breach of applicable law or a confidentiality obligation with respect to the information.
- Y. "Patents" means patents and/or all related patent applications, if any and wherever located, and includes all reissues, divisions, continuations, continuations-in-part, substitutions, reexaminations, restorations, and/or other term extensions thereof, all inventions disclosed therein, and all rights therein provided by international treaties and conventions.
- Z. "Purchase Agreement" means the Purchase Agreement (June 25, 2010) entered into between CoorsTek, Inc., on the one hand, and Saint-Gobain Performance Plastics Europe, S.A., Saint-Gobain Abrasives, Inc., Saint-Gobain do Brasil Produtos Industriais e Par Construção Ltda., and Societe Europeenne des Produits Refractaires, S.E., on the other hand.
- AA. "Technical Services Agreement" means Section 7.16 of the Purchase Agreement as amended by the Amended Purchase Agreement.

## 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 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 Acquisition as alleged in the Commission's Complaint.

### 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 consummating the transaction (the "Waiting Period"). The Notification required by Paragraph II.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 of the Code of Federal Regulations, as amended (hereinafter referred to as "the Notification"), and shall be prepared and transmitted in accordance with the requirements of that part, except that no filing fee will be required for any such notification, notification shall be filed with the Secretary of the Commission, notification need not be made to the Department of Justice, and notification is required only of Respondent Saint-Gobain and not of any other party to the transaction. Early termination of the Waiting Period in this Paragraph II.B. may be requested and, where appropriate, may be granted by letter from the Bureau of Competition.

Provided, however, that prior notification shall not be required by this Paragraph III.B. for a transaction for which notification is required to be made, and has been made, pursuant to Section 7A of the Clayton Act, 15 U.S.C. § 18a.

C. The prior notification required by Paragraph II.A.2. shall be addressed to the Secretary of the Commission, shall affirmatively state that Respondent Saint-Gobain has provided the notice pursuant to this Paragraph III.A., and shall include:

1. The name, telephone number, mail address, and street address of an officer of or agent for Respondent for Commission staff to contact to discuss the notified action; and,
2. A description in reasonable detail of the circumstances relevant to the contemplated closure of, or the cessation of operations or production of AW Tiles at, the Latrobe Fe Fe e tact to



B. Respondent Keystone shall devise and implement measures to protect against the storage, distribution, and use of Material Confidential Information that is not permitted by this Order. These measures shall include, but not be limited to, restrictions placed on access by Persons to information available or stored on any of Re

about whether either of them has complied fully with its obligations under any such agreement.

VI

IT IS FURTHER ORDERED THAT: that Respondents Keystone and Saint-Gobain shall notify the Commission at least thirty (30) days prior to:

- A. Any proposed dissolution of Respondent Keystone or Respondent Saint Gobain;
- B. Any proposed acquisition, merger or consolidation of Respondent Keystone or Respondent Saint-Gobain; or,
- C. Any other change in Respondent Keystone or in Respondent Saint-Gobain including, but not limited to, assignment, the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of the Order.

VII

IT IS FURTHER ORDERED THAT for purposes of compliance obligations to the Commission at least

VIII

IT IS FURTHER ORDERED that this Order shall terminate on February 7, 2021.

By the Commission.

Donald S. Clark  
Secretary

ISSUED: February 7, 2011