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UNITED STATES

1. Respondent PoolCorp is a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware with its principal place of business located at 109 North Inwood Blvd, Covington, Louisiana 70433-5521.
2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of Respondent, and the proceeding is in the public interest.

ORDER

I.

IT IS ORDERED that, as used in this Order, the following definitions shall apply:

THE PARTIES

- A. Respondent or PoolCorp means Pool Corporation, its directors, officers, employees, agents, representatives, predecessors, successors and assigns and its joint ventures, subsidiaries, divisions, groups or affiliates controlled by PoolCorp; and the respective directors, officers, employees, agents, representatives, predecessors, successors, and assigns of each.
- B. Commission means the Federal Trade Commission.

OTHER DEFINITIONS

- C. Analysis to Aid Public Comment means the public statement provided by the Commission that describes allegations in the Complaint in TIC file No. 101-0115 and the terms of this Order.
- D. Antitrust Compliance Program means the program to ensure compliance with this Order and with the Antitrust Laws, as required by Paragraph III of this Order.
- E. Antitrust Laws means the Federal Trade Commission Act, as amended, 15 U.S.C. § 41 *et. seq.*, the Sherman Act, 15 U.S.C. § 1 *et. seq.*, and the Clayton Act, 15 U.S.C. § 12 *et. seq.*
- F. Business Segment means, separately pool builders; pool retailers; pool service companies.
- G. Confidentially means that any documents or data that are produced by a Manufacturer to a third party are in an aggregated or other form such that the documents or data could not be used to identify specific pricing or sales to any individual Distributor(s), and that will not be provided to or otherwise shared with Respondent.

- H. Dealer means any Person (e.g., pool builders, pool service companies, and pool retail stores) that sells Pool Products directly to owners of residential or commercial pools.
- I. Delivery Service means all terms and services associated with a Distributor delivering Pool Products to a specified location on behalf of a Manufacturer, Dealer or other Person, including but not limited to, delivery of Pool Products via truck or non carrier, delivery directly to a consumer's home or job site, the timely scheduling of the delivery, and the extension of credit to eligible Dealers.
- J. Distribute or Distribution means the wholesale purchase of Pool Products from a Manufacturer and the resale of those Pool Products to Dealers or others.
- K. Distributor means a Person that Distributes, or intends to Distribute, Pool Products.
- L. Document means all written, coded, or graphic materials of every kind, prepared by any Person, that are in the possession, custody or control of Respondent, and include but is not limited to, letters, reports, memoranda, notes, and correspondence.
- M. Executive Staff means all Directors on the Board of Directors, the President, all Vice Presidents, the Chief Financial Officer, Syg 1.000011

- S. Person means any individual, partnership, joint venture, corporation, association, trust, unincorporated organization, joint venture, or other business or governmental entity and any subsidiary, division, group or affiliate thereof.
- T. Pool Product means any equipment, product or material used for the construction, renovation, maintenance, repair or service of residential or commercial swimming pools (e.g., pumps, filters, heaters, cleaners, covers, drains, fittings, diving boards, steps, rails, pool liners, pool walls, chemicals, and cleaning tools). This definition does not include: pool toys or games; generic building materials (i.e., concrete, salt, sand, rebar, tiles, pavers, and electrical and plumbing products); or any equipment, product or material that is used solely for landscaping or irrigation, Olympic-style pools or pools used in commercial water parks.
- U. Preferred Vendor means a Manufacturer that has been designated by Respondent as being eligible for favorable or preferential treatment by Respondent in connection with the sale, promotion, marketing or purchase of the Manufacturer's Pool Product(s).
- V. Price Term means the wholesale price, resale price, purchase price, price list, credit term, delivery term, service term, or any other term defining, setting forth, or relating to the money compensation, or service paid by or received by a Manufacturer in connection with the sale of its Pool Products to Respondent.
- W. Product Support means any service, assistance or other support related to a Manufacturer's Pool Product(s), including but not limited to, the pricing or administration of Manufacturer warranties, Manufacturer rebates to Dealers, and training on the features of a Manufacturer's Pool Product.
- X. Sales Staff means the officers, directors, employees, and contractors of Respondent whose duties primarily relate to the marketing, promotion, sale, or purchase of Pool Products.

II.

IT IS ORDERED that Respondent, acting directly or indirectly, or through any corporation

Manufacturer sells, or intends to sell, Products to a Distributor(s) other than Respondent; or

2. Respondent agreement(s) with a Manufacturer to be an exclusive Distributor of private label Pool Products.
- E. Respondent, within ninety (90) days after the date this Order becomes final, shall review or modify any condition, requirement, policy, agreement, contract, or understanding with any Manufacturer that is inconsistent with the terms of this Order

III.

IT IS FURTHER ORDERED that Respondent shall design, maintain, and operate an Antitrust Compliance Program to assure compliance with this Order and with the Antitrust Laws. This program shall include, but not be limited to:

- A. Respondent's design of an officer or director to supervise personally the design, maintenance, and operation of this program, and to be available on an ongoing basis to respond to any questions by employees of Respondent;
- B. Distribution of a copy of this Order to all Executive Staff and Sales Staff:
 1. Within thirty (30) days of the date this Order becomes final, and,
 2. Annually within thirty (30) days of the anniversary of the date this Order becomes final until the Order terminates;
- C. In-Person Training on the requirements of this Order and the Antitrust Laws for Respondent's Executive Staff to occur annually at either of Respondent's internal management meetings;
- D. Training on the requirements of this Order and the Antitrust Laws for Respondent's Sales Staff to occur annually;
- E. Distribution within thirty (30) days after this Order becomes final of a copy of this Order and the Analysis to Aid Public Comment to all Manufacturers covered by this Order to all Executive Staff and Sales Staff.

IV.

IT IS FURTHER ORDERED that:

- A. Within sixty (60) days after the date this Order becomes final, Respondent shall submit to the Commission a verified written report setting forth in detail the manner and form in which the Respondent has complied, is complying and will comply with this Order. For the period covered by this report, there shall include, but not be limited to:
1. The name, title, business address, email address, and business phone number of the officer or director designated by Respondent to design, maintain, and operate Respondent's Antitrust Compliance Program;
 2. The name, title, business address, email address, and business phone number of each Person to whom Respondent distributed a copy of this Order, and the date and manner of distribution to each; and
 3. The name, title, business address, email address, and business phone number of each Person who received In-Person Training on the requirements of this Order and the Antitrust Act; the date and location at which each Person was trained; the name, title, business address, email address, and business phone number of the Person who conducted the training and a description in reasonable detail of the In-Person Training.
- B. One (1) year after the date this Order becomes final, and annually for the following nine (9) years on the anniversary of the date this Order becomes final, as well as at any other such times as the Commission may require, Respondent shall file a verified written report with the Commission setting forth in detail the manner and form in which it has complied and is c

4. The name, business address, e-mail address, and business phone number of each Person to whom Respondent required, solicited, requested or encouraged any Manufacturer to furnish information relating to the price quantity of any sales by the Manufacturer to any Distributor other than Respondent;
5. The name, title, business address, e-mail address, and business phone number of each Person who has complained or alleged, orally or in writing (including but not limited to, pleading filed in any state or federal court), that Respondent has violated this Order or the Antitrust laws, a description in reasonable detail of the complaint or allegation, and a description of any action or conduct by Respondent taken or proposed in response to the complaint or allegation; and
6. The names, business addresses, business phone numbers, and e-mail addresses of the top ten Manufacturers that sold to Respondent in the 12 months ending 8/31/2008 (including, but not limited to, the 12 months ending 8/31/2008).

VI.

IT IS FURTHER ORDERED that for the purpose of determining or securing compliance with this order, upon written request, Respondent shall permit any authorized representative of the Commission:

- A. Access, during office hours and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of Respondent relating to any matters conta