

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

**COMMISSIONERS:**      **Jon Leibowitz, Chairman**  
                                 **J. Thomas Rosch**  
                                 **Edith Ramirez**  
                                 **Julie Brill**  
                                 **Maureen K. Ohlhausen**

\_\_\_\_\_)  
          ) **In the Matter of** )  
          ) )  
**ROBERT BOSCH GmbH,** ) **Docket No. C-**  
          ) **a corporation.** )  
\_\_\_\_\_)

**DECISION AND ORDER**  
**[Public Record Version]**

The Federal Trade Commission (“Commission”), having initiated an investigation of the proposed acquisition of SPX Service Solutions (“SPX SS”) a division of SPX Corporation (“SPX”) by Robert Bosch GmbH (“Respondent Bosch”), and Respondent Bosch having been furnished thereafter with a copy of a draft 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

Respondent its attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Orders (“Consent Agreement”), containing an admission by Respondents of all the jurisdictional facts set forth in the aforesaid draft Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondent Bosch 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, and waivers and other provisions as required by the Commission’s Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that Respondent Bosch has violated the said Acts, and that a Complaint should issue stating its charges in that respect, and having thereupon issued its Complaint and an

Order to Maintain Assets, 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 following jurisdictional findings and issues the following Decision and Order (“Order”).

G. "Acquirer" means:

1. an entity that is specifically identified in this Order to acquire particular assets that Respondent Bosch is required to assign, grant, license, divest, transfer, deliver, or otherwise convey pursuant to this Order and that has been approved by the Commission

4. all Bosch ACRRR Product manufacturing equipment, to the extent owned by Respondent Bosch and located in the United States;
5. to the extent related to the Bosch ACRRR Product, all of Respondent Bosch's rights, titles and interests in, and to, the contracts entered into in the ordinary course of business with customers, suppliers, personal property lessors, personal property lessees, licensors, licensees, consignors, and consignees, in each case that are Third Parties, including, without limitation, all of Respondent Bosch's contracts with any Third Party to the extent related to the supply of components used in the manufacture of the Bosch ACRRR Product. *PROVIDED, HOWEVER*, that Bosch ACRRR Business shall not include Third Party supply contracts with Bosch Limited related to the human machine interface;
6. all inventory wherever located worldwide, including raw materials, packaging materials, work-in-process and finished goods, in each case to the extent consisting of, or intended for use in the manufacture of, the Bosch ACRRR Product including, but not limited to, factory-installed accessories, and other accessories or add-ons related to the Bosch ACRRR Product.
7. all commitments and orders for the purchase of goods that have not been shipped, to the extent such goods are, or are intended for use in the manufacture of, the Bosch ACRRR Product;
8. all rights under warranties and guarantees, express or implied, with respect to the Bosch ACRRR Product;
9. all items of prepaid expenses, to the extent related to the Bosch ACRRR Product; and
10. all books, records and files related to the foregoing, or to the Bosch ACRRR Product including, but not limited to, all records, contact information, notes, and files of Respondent Bosch, including its Beissbarth GmbH affiliate, relating to Respondent Bosch's marketing, sales, and homologation of Bosch ACRRR Products to any Third Party (including original equipment manufacturers and aftermarket Persons) wherever located.

*PROVIDED, HOWEVER*, that unless otherwise required in this Order, "Bosch ACRRR Business" does not include: (1) any assets related to the ACRRR Products manufactured and sold by SPX SS; and (2) assets or groups of assets specifically excluded, and listed in the Remedial Agreement;

*PROVIDED FURTHER, HOWEVER*, that except as provided to the Acquirer for transition purposes, or as part of the Remedial Agreement, or otherwise provided for in this Order, "Bosch ACRRR Business" shall not include any of the following: (a) the name "Bosch," or the names of any other divisions, businesses, corporations or companies owned by Respondent Bosch; (b) any interest in real property; or (c) any personal property.

M. “Bosch ACRRR Product Intellectual Property” means all of the following related to the Bosch ACRRR Product:

1. all of Respondent Bosch’s intellectual property used in the development, manufacturing, storage, distribution, service, and sale of Bosch ACRRR Product including, but not limited to:
  - a. Bosch ACRRR Manufacturing Copyrights;
  - b. Trademarks and Trade Dress including, but not limited to, all rights to the name RTI, and all Trademarks, Trade Dress, and logos related to RTI. *PROVIDED FURTHER, HOWEVER*, that except as provided to the Acquirer for transition purposes, or as part of the Remedial Agreement, or otherwise provided for in this Order, “Bosch ACRRR Product Intellectual Property” shall not include the name “Bosch,” or the names of any other divisions, businesses, corporations or companies owned by Respondent Bosch;
  - c. Software;
  - d. computer programs;
  - e. Patents including, but not limited to, the RTI Patents, the Bosch/Agramkow Patents,

2. subject to any mutually agreed covenant not to sue between Respondent Bosch and Acquirer, rights to sue and recover damages or obtain injunctive relief for infringement, dilution, misappropriation, violation or breach of any of the foregoing.

*PROVIDED, HOWEVER*, that “Bosch ACRRR Intellectual Property” does not include the Bosch/Agramkow Safety Patent or the the Bosch/Agramkow Patents Know-How.

- N. “Bosch ACRRR Product Manufacturing Copyrights” means copyrights in all process development data and reports relating to the research and development of the ACRRR Product manufactured and sold by Respondent Bosch, or of any materials used in the research, Development, manufacture, manufacturing records, manufacturing processes, and supplier lists of or for the Bosch ACRRR Product; all copyrights in data contained in laboratory notebooks relating to the Bosch ACRRR Product; all copyrights in analytical and quality control data relating to the Bosch ACRRR Product; and all correspondence with governmental agencies or qualifying or homologating organizations worldwide relating to the foregoing.
- O. “Bosch ACRRR Product Sales Copyrights” means rights to all original works of authorship of any kind directly related to the sale of the Bosch ACRRR Product, and any registrations and applications for registrations thereof, including, but not limited to, all such rights with respect to:
  1. all promotional, marketing, sales, and advertising materials, educational and training materials for the sales force, and sales forecasting models;
  2. marketing or sale of the Bosch ACRRR Product including copyrights in all raw data, statistical programs developed (or modified in a manner material to the use or function thereof (other than through user preferences)) to analyze research data, market research data, market intelligence reports and statistical programs (if any) used for marketing and sales research; all such rights with respect to customer information; and
  3. records, including customer lists, sales force call activity reports, vendor lists, and sales data.
- P. “Bosch/Agramkow Patents” means the Patents currently owned in whole or in part by Respondent Bosch but were previously owned by Agramkow (the former owner of RTI).
- Q. “Bosch/Agramkow Patents Know-How” means Know-How licensed to Respondent Bosch from Agramkow related to the Bosch/Agramkow Patents, including the Know-How related to the Bosch/Agramkow Safety Patent.
- R. “Bosch/A a mamleC /S[(“B)11(osch/Ag)13(ramkow .l(the(h)1)17v5(g)15(ra)17(mko)13(wiik7spec)9(t to

- S. “Bosch Limited Patents” means Patents owned by Respondent Bosch’s India subsidiary and used in the manufacture of ACRRR Products including, but not limited to, the human machine interface Patents.
- T. “Bosch Limited Patents Know-How” means the Know-How owned by Respondent Bosch’s India subsidiary related to the Bosch Limited Patents.
- U. “Bosch/Mahle Divestiture Agreement” means the asset purchase agreement, together with all licenses, assignments, and other agreements entered into by Respondent Bosch and Mahle for the sale of the Bosch ACRRR Business, and all other agreements, leases, transfers, and licenses required by this Order. The Bosch/Mahle Divestiture Agreement is attached as Confidential Appendix A to this Order.
- V. “Confidential Business Information” means competitively sensitive, proprietary, and all other information, solely relating to the Bosch ACRRR Business, that is not in the public domain, and includes, but is not limited to, information relating to the research, Development, manufacturing, marketing, or sale of the ACRRR Product, including the terms of the Remedial Agreement, all customer lists, price lists, contracts, cost information, technologies, processes, or other trade secrets related to the ACRRR Product and the Bosch ACRRR Business. *PROVIDED, HOWEVER*, that “Confidential Business Information” shall not include (1) information that subsequently falls within the public domain through no violation of this Order or of any confidentiality agreement with respect to such information by Respondent Bosch or (2) information that Respondent Bosch can demonstrate it lawfully obtained prior to the Acquisition Date.
- W. “Designated Employee” means a Person or Person filling the job description (if the Person listed is no longer employed at that particular job) listed on Confidential Appendix B to this Order.
- X. “Development” means all development activities, including formulation, process development, manufacturing scale-up, development-stage manufacturing, quality assurance/quality control development, statistical analysis and report writing, conducting trials for the purpose of obtaining any and all approvals, licenses, homologation, registrations or authorizations from any agency, standard setting organization, or customer necessary for the manufacture, use, import, export, promotion, marketing and sale of a Bosch ACRRR Product, and regulatory affairs activities related to the foregoing. “Develop” means to engage in Development.
- Y. “Divestiture Date” means the date on which Respondent Bosch or a divestiture trustee divests the Bosch ACRRR Business pursuant to Paragraph II or VIII.
- Z. “Mahle” means Mahle Clevite Inc., a corporation organized, existing and doing business under and by virtue of the laws of Delaware, headquarters address located at 1240 Eisenhower Place, Ann Arbor, MI 48108.







*PROVIDED, HOWEVER*, that nothing in this Paragraph II.A. prohibits Respondent Bosch from negotiating, as part of the Remedial Agreement, a non-exclusive, paid-up, royalty-free license to the Bosch Limited Patents or the RTI Sandwich Manifold Patent for use on ACRRR Products not manufactured or sold in The United States or Canada.

*PROVIDED FURTHER, HOWEVER*, that with respect to documents or other materials included in the Bosch ACRRR Business that contain information (a) that relates to both the Bosch ACRRR Business and to other products or businesses of Respondent Bosch, or (b) for which Respondent Bosch has a legal obligation to retain the original copies, Respondent Bosch shall be required to divest to the Acquirer only copies or, at its option, relevant excerpts of such documents and materials, but Respondent Bosch shall provide the Acquirer access to the originals of such documents as necessary, it being a purpose of this proviso to ensure that Respondent Bosch not be required to divest itself completely of records or information that relates to products or businesses other than the Bosch ACRRR Business;

*PROVIDED FURTHER, HOWEVER*, that with respect to any contract or agreement included in the Bosch ACRRR Business that relates both to the Bosch ACRRR Product and to any other product, Respondent Bosch may, concurrently with assigning such contract or agreement to the extent it relates to the Bosch ACRRR Product, retain its rights under such contract or agreement for purposes of such other product(s).

*PROVIDED FURTHER, HOWEVER*, if, at the time the Commission determines to make this Order final, the Commission notifies Respondent Bosch that Mahle is not an acceptable Acquirer then, after receipt of such written notification: (1) Respondent Bosch shall immediately notify Mahle of the notice received from the Commission and shall as soon as practicable effect the rescission of the Bosch/Mahle Divestiture Agreement; and (2) Respondent Bosch shall, within one-hundred-twenty (120) days from the date this Order becomes final, divest the Bosch ACRRR Business, enter into manufacturing and distribution agreements, assign or extend rights and obligations under customer contracts, and divest any other assets or enter into any other relief required to satisfy the purposes of this Order, absolutely and in good faith, at no minimum price, to or with an Acquirer, that receives the prior approval of the Commission, and in a manner that receives the prior approval of the Commission;

*PROVIDED FURTHER, HOWEVER*, that if Respondent Bosch has complied with the terms of Paragraphs II.A. before the date on which this Order becomes final, and if, at the time the Commission determines to make this Order final, the Commission notifies Respondent Bosch that the manner in which the divestiture and assignments were accomplished is not acceptable, the Commission may direct Respondent Bosch, or appoint a Divestiture Trustee, to effect such modifications to the manner of divestiture and assignments including, but not limited to, entering into additional agreements or arrangements, as the Commission may determine are necessary to satisfy the requirements of this Order.



2. an agreement relating to the Acquirer's assuming accounts, and continuing the

2. Respondent Bosch shall notify, in the form of the letter attached in Appendix G to this Order, by first class mail, return receipt requested, or by e-mail with a return acknowledgment required, the general counsel, president, or main contact person responsible for the sales and marketing of ACRRR Products for all Third Parties with such Agreements described in Paragraph III.A., above, including, but not limited to, the Third Parties listed in Confidential Appendix H to this Order, that Respondents:
  - a. are terminating, pursuant to this Order, such Restrictions, and
  - b. shall be prohibited from entering into such Restrictions or any similar Restrictions

- D. Within five (5) days of date this Order is final, Respondent Bosch shall provide the Letter of Assurance attached as Appendix E to this Order to the SAE IP Department of SAE International for the purpose of making a binding, irrevocable commitment to license the SPX Essential Patents to any Third Party on fair, reasonable and non-discriminatory terms for the purpose of practicing the SAE J2788 or SAE J2843 standard in any ACRRR Product sold in the United States. Such Letter of Assurance shall have an effective date before the date of adoption of the SAE J2788 and SAE J2843 standards, respectively.
- E. For the length of time until the last SPX Essential Patents expire, Respondent Bosch shall not revoke the Letter of Assurance attached as Appendix E of this Order. Pursuant to its commitment in the Letter of Assurance, Respondent Bosch shall cease and desist from, directly or indirectly, in or affecting commerce as “commerce” is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44, initiating, or threatening to initiate, any Action demanding injunctive relief against any Third Party with respect to any, or for any alleged infringement of any claims of any, of the SPX Essential Patents including, but not limited to, Actions against manufacturers and customers. *PROVIDED, HOWEVER*, that Respondent Bosch shall be permitted to seek injunctive relief in an Action alleging infringement of the SPX Essential Patents if, and only if:
1. a court determines that an SPX Essential Patent (other than an SPX ACRRR Patent or an SPX Patent Lawsuit Patent) is being used for a purpose other than as required to comply with the SAE J2788 and SAE J2843 standards, or
  2. a Third Party:
    - a. states in writing it will not license one or more of the SPX Essential Patents consistent with the Letter of Assurance; or
    - b. refuses to license one or more of the SPX Essential Patents on terms that have been determined to comply with the Letter of Assurance through a process agreed upon by both parties or through a court.

#### **V. (Asset Maintenance)**

**IT IS FURTHER ORDERED** that:

- A. Except in the course of performing its obligations under a Remedial Agreement or as expressly allowed pursuant to this Order, for a period of ten (10) years from the date this Order becomes final, Respondent Bosch shall not interfere, directly or indirectly, with the Bosch ACRRR Business of the Acquirer.



- c. Respondent Bosch shall provide such resources as may be necessary to respond to competition against the Bosch ACRRR Business and/or to prevent any diminution in sales of the Bosch ACRRR Business, world-wide, after the Acquisition Date and prior to the Divestiture Date including the maintenance of the homologation process for the Bosch ACRRR Products worldwide;
  - d. Respondent Bosch shall provide such resources as may be necessary to maintain the competitive strength and positioning of the Bosch ACRRR Business in a business-as-usual manner and/or in accordance with the applicable Bosch ACRRR Business plan;
  - e. Respondent Bosch shall make available for use by the Bosch ACRRR Business funds in a business-as-usual manner and/or in accordance with the applicable Bosch ACRRR Business plan sufficient to perform all routine maintenance or replacement, and all other maintenance or replacement of assets as may be necessary to maintain the Bosch ACRRR Business;
  - f. Respondent Bosch shall provide the Bosch ACRRR Business with such funds as are necessary to maintain the full economic viability, marketability and competitiveness of the Bosch ACRRR Business; and
  - g. Respondent Bosch shall provide such support services to the Bosch ACRRR Business as were being provided to such business by Respondent Bosch as of the date the Consent Agreement was signed by Respondent Bosch.
4. maintain a work force substantially as large as, and with training and expertise equivalent to or better, what was associated with the Bosch ACRRR Business as of the Acquisition Date including, but not limited to, instructing Respondent Bosch's Distributors to maintain a work force substantially as large as, and with training and expertise equivalent to or better, what was associated with the Bosch ACRRR Business as of the Acquisition Date.
5. develop, sell, participate in the homologation process, and manufacture the Bosch ACRRR Product consistent with past practices and/or as may be necessary to preserve



## **VI. (Confidentiality)**

**IT IS FURTHER ORDERED** that for a period of ten (10) years from the date this Order becomes final:

- A. Except in the course of performing its obligations under a Remedial Agreement, or as expressly allowed pursuant to this Order:
  1. Respondent Bosch shall not seek, receive, obtain, use, share or otherwise have or grant access to, directly or indirectly, any Confidential Business Information from or with any Person. Among other things, Respondent Bosch shall not use such Confidential Business Information:
    - a. to assist or inform Respondent Bosch employees who Develop, manufacture, solicit for sale, sell, or service Respondent Bosch products that compete with the products divested, sold, or distributed pursuant to this Order including, but not limited to, the employees of the ACRRR business owned and operated by SPX SS;
    - b. to interfere with any suppliers, distributors, resellers, or customers of the Acquirer;
    - c. to interfere with any contracts divested, assigned, or extended to the Acquirer pursuant to this Order; or
    - d. to interfere in any other way with the Acquirer pursuant to this Order or with the Bosch ACRRR Business divested pursuant to this Order.
  2. Respondent Bosch shall not disclose or convey Confidential Business Information, directly or indirectly, to any person except the Acquirer or other persons specifically authorized by the Acquirer to receive such information;
  3. Respondent Bosch shall not provide, disclose or otherwise make available, directly or indirectly, any Confidential Business Information to the employees associated with the SPX SS ACRRR Products; and
  4. Respondent Bosch shall institute procedures and requirements to ensure that:
    - a. Respondent Bosch employees with access to Confidential Business Information do not provide, disclose or otherwise make available, directly or indirectly, any Confidential Business Information in contravention of this Order; and
    - b. Respondent Bosch employees associated with the SPX SS ACRRR Products do not solicit, access or use any Confidential Business Information that they are prohibited under this Order from receiving for any reason or purpose.

- B. The requirements of this Paragraph VI do not apply to Confidential Business Information that Respondent Bosch demonstrates to the satisfaction of the Commission, in the Commission's sole discretion:
1. was or becomes generally available to the public other than as a result of a disclosure by Respondent Bosch;
  2. is necessary to be included in mandatory regulatory filings; *PROVIDED, HOWEVER*, that Respondent Bosch shall make all reasonable efforts to maintain the confidentiality of such information in the regulatory filings;
  3. was available, or becomes available, to Respondent Bosch on a non-confidential basis, but only if, to the knowledge of Respondent Bosch, the source of such information is not in breach of a contractual, legal, fiduciary, or other obligation to maintain the confidentiality of the information;
  4. is information the disclosure of which is consented to by the Acquirer;
  5. is necessary to be exchanged in the course of consummating the Acquisition or the transactions under the Remedial Agreement;
  6. is disclosed in complying with this Order;
  7. is information the disclosure of which is necessary to allow Respondent Bosch to comply with the requirements and obligations of the laws of the United States and other countries;
  8. is disclosed in defending legal claims, investigations or enforcement actions threatened or brought against Respondent Bosch or the Bosch ACRRR Business; or
  9. is disclosed in obtaining legal advice.
- C. The purpose of this Paragraph VI is to maintain the full economic viability, marketability

## **VII. (Monitor)**

### **IT IS FURTHER ORDERED that:**

- A. Mr. Charles Johnson of BC Partners, LLC, shall serve as the Monitor pursuant to the agreement executed by the Monitor and Respondent Bosch and attached as Appendix C (“Monitor Agreement”) and Confidential Appendix C-1 (“Monitor Compensation”). The Monitor is appointed to assure that Respondent Bosch expeditiously complies with all of its obligations and performs all of its responsibilities as required by this Order.
- B. The Monitor Agreement shall require that, no later than one (1) day after the Acquisition Date, Respondent Bosch transfers to the Monitor all rights, powers, and authorities necessary to permit the Monitor to perform his duties and responsibilities, pursuant to this Order and the Order to Maintain Assets, and consistent with the purposes of this Order.
- C. No later than one (1) day after the Acquisition Date, Respondent Bosch shall, pursuant to the Monitor Agreement, transfer to the Monitor all rights, powers, and authorities necessary to permit the Monitor to perform his duties and responsibilities, pursuant to and consistent with, the purposes of this Order.
- D. Respondent Bosch shall consent to the following terms and conditions regarding the powers, duties, authorities, and responsibilities of the Monitor:
  1. The Monitor shall have the power and authority to monitor Respondent Bosch’s compliance with the terms of the Order, and shall exercise such power and authority and carry out the duties and responsibilities of the Monitor in a manner consistent with the purposes of the Order and in consultation with the Commission including, but not limited to:
    - a. Assuring that Respondent Bosch expeditiously complies with all of its obligations and performs all of its responsibilities as required by this Order; and
    - b. Monitoring any agreements between Respondent Bosch and the Acquirer.
  2. The Monitor shall act in a fiduciary capacity for the benefit of the Commission.
  3. Subject to any demonstrated legally recognized privilege, the Monitor shall have full and complete access to Respondent Bosch’s personnel, books, documents, records kept in the normal course of business, facilities and technical information, and such other relevant information as the Monitor may reasonably request, Related to Respondent Bosch’s compliance with its obligations under the Order. Respondent Bosch shall cooperate with any reasonable request of the Monitor and shall take no action to interfere with or impede the Monitor’s ability to monitor Respondent Bosch’s compliance with the Order.

4. The Monitor shall serve, without bond or other security, at the expense of Respondent Bosch on such reasonable and customary terms and conditions as the Commission may set. The Monitor shall have authority to employ, at the expense of Respondent Bosch, such consultants, accountants, attorneys and other representatives and assistants as are reasonably necessary to carry out the Monitor's duties and responsibilities. The Monitor shall account for all expenses incurred, including fees for services rendered, subject to the approval of the Commission.
  5. Respondent Bosch shall indemnify the Monitor and hold the Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Monitor's duties, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparations for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence, malfeasance, willful or wanton acts, or bad faith by the Monitor.
  6. The Monitor Agreement shall provide that within one (1) month from the date the Monitor is appointed pursuant to this paragraph, and every sixty (60) days thereafter, the Monitor shall report in writing to the Commission concerning performance by Respondent Bosch of its obligations under the Order.
  7. Respondent Bosch may require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign a customary confidentiality agreement; *PROVIDED, HOWEVER*, such agreement shall not restrict the Monitor from providing any information to the Commission.
- E. The Commission may, among other things, require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign an appropriate confidentiality agreement relating to Commission materials and information received in connection with the performance of the Monitor's duties.
- F. If the Commission determines that the Monitor has ceased to act or failed to act diligently, the Commission may appoint a substitute Monitor:
1. The Commission shall select the substitute Monitor, subject to the consent of Respondent Bosch, which consent shall not be unreasonably withheld. If Respondent Bosch has not opposed, in writing, including the reasons for opposing, the selection of a proposed Monitor within ten (10) days after notice by the staff of the Commission to Respondent Bosch of the identity of any proposed Monitor, Respondent Bosch shall be deemed to have consented to the selection of the proposed Monitor.
  2. Not later than ten (10) days after appointment of the substitute Monitor, Respondent Bosch shall execute an agreement that, subject to the prior approval of the Commission, confers on the Monitor all the rights and powers necessary to permit the Monitor to

monitor Respondent Bosch's compliance with the relevant terms of the Order in a manner consistent with the purposes of the Order.

G. 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 the Order.

H.

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5. The Divestiture Trustee shall serve, without bond or other security, at the cost and expense of Respondent Bosch, on such reasonable and customary terms and conditions as the Commission or a court may set. The Divestiture Trustee shall have the authority to employ, at the cost and expense of Respondent Bosch, such consultants, accountants,

E. If the Commission determines that a Divestiture Trustee has ceased to act or failed to act diligently, the Commission may appoint a substitute Divestiture Trustee in the same manner as provided in this Paragraph VIII.

F.



employees and allowing such employees reasonable opportunity to interview with the Acquirer and shall not discourage such employee from participating in such interviews;

- b. not interfere in employment negotiations between each Designated Employee and the Acquirer;
- c. and with respect to each Designated Employee who receives an offer of employment from the Acquirer:
  - (1) not prevent, prohibit, or restrict, or threaten to prevent, prohibit, or restrict the Designated Employee from being employed by the Acquirer, and shall not offer any incentive to the Designated Employee to decline employment with the Acquirer including, but not limited to, the Acquirer offering to hire the Designated Employee;
  - (2) cooperate with the Acquirer in effecting transfer of the Designated Employee to the employ of the Acquirer, if the Designated Employee accepts an offer of employment from the Acquirer;
  - (3) eliminate any confidentiality restrictions that would prevent the Designated Employee who accepts employment with the Acquirer from using or transferring to the Acquirer any information relating to the manufacture and sale of the Bosch ACRRR Product; and
  - (4) unless alternative arrangements are agreed upon with the Acquirer, retain the obligation to pay the benefits of any Designated Employee who accepts employment with the Acquirer including, but not limited to, all accrued bonuses, vested pensions, and other accrued benefits.

*PROVIDED, HOWEVER*, that subject to the conditions of continued employment prescribed in this Order, this Paragraph IX.A. shall not prohibit Respondent Bosch from continuing to employ any Designated Employee under the terms of such employee's employment as in effect prior to the date of the written offer of employment from the Acquirer to such employee.

- B. Respondent Bosch shall not, for a period of two (2) years following the Divestiture Date, directly or indirectly, solicit, induce, or attempt to solicit or induce any Acquirer employee, who is employed by the Acquirer to terminate his or her employment relationship with the Acquirer.

*PROVIDED, HOWEVER*, Respondent Bosch may place general advertisements for or conduct general searches for employees including, but not limited to, in newspapers, trade publications, websites, or other media not targeted specifically at the Acquirer's employees;



## **XI. (Compliance Reports)**

**IT IS FURTHER ORDERED** that:

- A. Within thirty (30) days after the date this Order becomes final, and every thirty (30) days

### **XIII. (Access)**