

Complaint, or that the facts as alleged in such Complaint, other than jurisdictional facts, are true, and waives 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 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. § 234, the Commission hereby issues its Complaint, m

officers, employees, agents, representatives, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups and affiliates controlled by Star Pipe Products, Ltd., and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

D. "Commission" means the Federal Trade Commission.

E. "Asset Purchase Agreement" means the acquisition agreement between Randolph and Star Pipe executed on or about July 14, 2010.

F. "Cast Iron Soil Pipe Products" means cast iron soil pipe and cast iron soil pipe fittings, made primarily from recycled scrap iron or pig iron, which are used to transport
nsror71(") 5.2800 0.000 Tem 370 0/0.00000 00000 0.0000 cm 0.00 0.00 0.00 rg BT 108.000

Competition Agreement," the letter attached as Appendix A to this Order, as required by this Paragraph II.B1.

The purpose of this Paragraph II is to ensure that Star Pipe, any former or current employee of Star Pipe, can manufacture, import, distribute, or sell Cast Iron Soil Pipe Products in competition with Respondents, and to remedy lessening of competition alleged in the Commission's Complaint.

IV.

IT IS FURTHER ORDERED that Respondents shall:

- A. Within thirty (30) days after the date this Order becomes final, distribute to each member of the Board of Directors of Charlotte Pipe a copy of this Order and the Complaint issued

- (a) The name and business address of each member of the Board of Directors of Charlotte Pipe to whom Respondents sent a copy of this Order and the Complaint, and a copy of the return receipt or return confirmation received from each; and
 - (b) The name and business address of each Charlotte Pipe Distributor to whom Respondents sent a copy of this Order, the Complaint, and the letter attached as Exhibit B to this Order, and a copy of the return receipt or return confirmation received from each; and
 - (c) A description of any other action taken by Respondents to comply with this Order.
- B. Beginning twelve (12) months after the date this Order becomes final, and annually thereafter on the anniversary of the date this Order becomes final, for the next five (5) years, and at such other times as the Commission requests, Respondents shall submit to the Commission verified written reports setting forth in detail the manner and form in which they are complying and have complied with this Order. For the periods covered by these reports, these reports shall include, but not be limited to:
- 1. The name and business address of each member of the Board of Directors of Charlotte Pipe to whom Respondents sent a copy of this Order and the Complaint, who did not previously receive them, and a copy of the return receipt or return confirmation received from each; and
 - 2. A description and explanation, in reasonable detail, of the actions taken by Respondents with regard to Paragraph M.B of this Order; and
 - 3. A copy of the return receipt or return confirmation from any Charlotte Pipe Distributor not previously submitted; and
 - 4. A description of any other action taken by Respondents to comply with this Order.

VI.

IT IS FURTHER ORDERED that each Respondent shall notify the Commission at least thirty (30) days prior to:

- A. Any proposed dissolution of such Respondent;
- B. Any proposed acquisition, merger, or consolidation of such Respondent; or
- C. Any other change in such Respondent, including but not limited to assignment and 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 the purpose of determining or securing compliance with this order, upon written request, each Respondent shall permit any duly authorized representative of the Commission:

- A. Access, during office hours of such Respondent and in the presence of counsel, to all facilities and access to inspect and copy books, ledgers, accounts, correspondence memoranda and all other records and documents in the possession or under the control of such Respondent related to compliance with this Order, which copying services shall be provided by such Respondent at the request of the authorized representative(s) of the Commission and at the expense of such Respondent; and
- B. Upon five (5) days' notice to such Respondent and without restraint or interference from such Respondent, to interview officers, directors, or employees of such Respondent, who may have counsel present, regarding such matters.

VIII.

IT IS FURTHER ORDERED that this Order shall terminate ten (10) years from the date on which it is issued.

By the Commission.

Donald S. Clark
Secretary

SEAL
ISSUED:

EXHIBIT A
[COMPANY LETTERHEAD]

Dear [Recipient]:

Charlotte Pipe and Foundry Company ("Charlotte Pipe"), and Randolph Holding Company LLC ("Randolph") have consented to an order issued by the Federal Trade Commission that prohibits Charlotte Pipe and Randolph from enforcing Section 5.9 of the Asset Purchase Agreement executed on about July 14, 2010 between Star Pipe Products, L.P. ("Star Pipe") and Randolph, or the Confidentiality and Non-Competition Agreement (the "CNC Agreement"), attached as Exhibit D thereto, against Star Pipe or any signatory to the CNC Agreement.

In light of the above, neither Star Pipe nor any signatory to the CNC Agreement has an obligation to comply with Section 5.9 or the CNC Agreement. Charlotte Pipe and Randolph further waive all rights to seek relief for breach of contract based on any provision of Section 5.9 or the CNC Agreement.

Because Charlotte Pipe and Randolph are prohibited from enforcing Section 5.9 or the CNC Agreement, Star Pipe, or any signatory to the CNC Agreement, is free to compete with Charlotte Pipe in the manufacture, distribution, and sale of stainless steel pipe products in the United States. The parties may.

