

UNITED STATES OF AMERICA  
BEFORE FEDERAL TRADE COMMISSION

COMMISSIONERS: Edith Ramirez, Chairwoman  
Julie Brill  
Maureen K. Ohlhausen  
Joshua D. Wright

In the Matter of  
WESTERN DIGITAL CORPORATION,  
a corporation.

Docket No. C-4350

DECISION AND ORDER

comment filed by an interested person, and having modified this Decision and Order in certain respects, 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”):

1. Respondent Western Digital Corporation is a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware with its office and principal place of business located at 3355 Michelson Drive, Irvine, California 92612.
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:

- A. “Western Digital” means Western Digital Corporation, its directors, officers, employees, agents, representatives, successors, and assigns, and its joint ventures, subsidiaries, divisions, groups and affiliates controlled by Western Digital (including after the Acquisition Date, HGST), and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- B. “Hitachi” means Hitachi, Ltd., a corporation organized, existing, and doing business under and by virtue of the laws of Japan, with its headquarters address at 6-6 Marunouchi 1-chome, Chiyoda-ku, Tokyo, 100-8280, Japan. HGST is a wholly owned subsidiary of Hitachi, Ltd.
- C. “HGST” means Viviti Technologies Ltd. (“HGST”), a corporation organized, existing, and doing business under and by virtue of the laws of the Republic of Singapore, with its headquarters address at 3403 Yerba Buena Road, San Jose, California 95135.
- D. “Commission” means the Federal Trade Commission.
- E. “3.5 Inch HDD” means a three and a half (3.5) inch wide fixed, re-writable, magnetic data storage device with one or more flatters.

- F. "3.5 Inch HDD Manufacturing Assets" means the manufacturing equipment, machinery, tools, and other ~~par~~ primarily related to the fully configured production lines for the production of 3.5 Inch HDD Products including, but not limited to:
1. sixteen (16) Primary Production lines used to manufacture 3.5 Inch HDDs at the Shenzhen Facility;
  2. four (4) Re-Work lines used to disassemble 3.5 Inch HDDs at the Shenzhen Facility; and
  3. at the Acquirer's option, the Shenzhen Facility Option Assets.
- G. "3.5 Inch HDD Product(s)" means the ~~BS~~ *Mars* product lines for 3.5 Inch HDDs with one, two, or three platters, used in non-portable desktops and tower personal computers.
- H. "3.5 Inch HDD Products Business" means the ~~rese~~ research, development, manufacture, distribution, finishing, packaging, marketing, sale, storage and transport of 3.5 Inch HDD Products by HGST before the Acquisition Date, including any contracts, agreements or other arrangements by HGST with any Person to provide any such research, development, manufacture, distribution, finishing, packaging, marketing, sale, storage or transport.
- I. "3.5 Inch HDD Products Business Assets" means the following assets primarily related to the 3.5 Inch HDD Products Business:
1. the 3.5 Inch HDD Manufacturing Assets;
  2. the 3.5 Inch HDD Products Business Records;
  3. the 3.5 Inch HDD Products Intellectual Property License and
  4. the 3.5 Inch HDD Products Patents License
- J. "3.5 Inch HDD Products Business Employee(s)" means any employee whose duties primarily related to the 3.5 Inch HDD Products Business anytime during the twelve (12) month period prior to the Closing Date.
- K. "3.5 Inch HDD Products Business Frewalled Employees" means:
1. all employees at the Shenzhen Facility whose duties involve the contract manufacture of the 3.5 Inch HDD Products for the Acquirer;
  2. all 3.5 Inch HDD Products Business Key Employees;
  3. all employees of Respondent seconded to the Acquirer until May 15, 2015;

4. all employees of Respondent whose duties involve the supply of Heads and/or Media to the Acquirer; and
  5. all employees of Respondent with access to Confidential Business Information related to the 3.5 Inch HDD Products whose duties relate to Respondent's own 3.5ch HDD business.
- L. "3.5 Inch HDD Products Business Key Employee(s)" means an employee designated by the Acquirer as a Product Manager, a Design Manager, a Manufacturing Manager, and a Quality Assurance Manager.
- M. "3.5 Inch HDD Products Business Records" means (i) all documents and records (including all electronic records and files wherever stored) that are exclusively used in the 3.5ch HDD Products Business and (ii) copies of all documents and records (including all electronic records and files wherever stored) that are primarily related to 3.5 inch HDD Products Business including without limitation:
1. all documents and information related to employees, contractors, and other employed or contracted by Respondent whose duties primarily relate to the 3.5 Inch HDD Products Business;
  2. all Software primarily related to 3.5 inch HDD Products; and
  3. all 3.5 Inch HDD Products Manufacturing Documents
- N. "3.5 Inch HDD Products Business Divestiture Agreement" means:
1. the WD-Toshiba Asset Purchase Agreement; or
  2. any agreement that receives the prior approval of the Commission between Respondent (or a Divestiture Trustee) and an Acquirer for the divestiture of the 3.5 Inch HDD Products Business entered into pursuant to Paragraph I (or Paragraph M) of this Order, and any attachments, amendments, exhibits, and schedules related thereto.
- O. "3.5 Inch HDD Products Contract Manufacturing Agreement" means:
1. the Manufacturing Agreement by and between Toshiba Corporation, Hitachi Global Storage Products (Shenzhen) Co., Ltd., and Western Digital Corporation, dated on the Closing Date, and any attachments, amendments, exhibits, and schedules related thereto as of the Closing Date. This Manufacturing Agreement is attached to this Order and contained in non-public Appendix A; or

2. any agreement that receives the prior approval of the Commission between Respondent (or a Divestiture Trustee) and an Acquirer for the supply of 3.5 Inch HDD Products enter

U. "Acquisition" means the acquisition of Viviti Technologies Ltd. by Western Digital as contemplated by the Stock Purchase Agreement by and among Hitachi, Ltd., Viviti Technologies Ltd., Western Digital Corporation, and Western Digital Ireland, Ltd., dated March 7, 2011, and all attac

CC. "GeographicTerritory" means worldwide.

DD. "Government Entity" means any Federal, state, local or non-U.S. government, or any court, legislature, government agency or government commission, or any judicial or regulatory authority of any government.

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- MM. "Media" means the components of 3.5 inch HDDs that consist of a circular platter coated with a magnetically sensitive material used for storing electronic data
- NN. "Media Supply Agreement" means the Media Supply Agreement by and between Toshiba Corporation, WD Media (Maysia) SDN, and Western Digital Corporation, dated on the Closing Date and any attachments, amendments, exhibits and schedules related thereto. This Media Supply Agreement is attached to this order and contained in non-public Appendix D.
- OO. "Monitor Agreement" means the Monitor Agreement dated February 26, 2012, between ING Financial Markets LLC, and Western Digital Corporation. The Monitor Agreement is attached as Appendix E to this Order.
- PP. "Order to Maintain Assets" means the Order to Maintain Assets incorporated into and made a part of the Agreement Containing Consent Orders.
- QQ. "Person" means any individual, partnership, joint venture, firm, corporation, association, trust, unincorporated organization, or other business or government entity, and any subsidiaries, divisions, groups or affiliates thereof
- RR. "Primary Production Lines" means prime production lines used to manufacture and test HDDs as referenced in Section 1.01(b)(i) of the disclosure schedule to the WD-Toshiba Asset Purchase Agreement.
- SS. "Product Manager" means an employee of Respondent, designated by the Acquirer, who has managerial or supervisory duties, in whole or in part in the management of a HDD product line within the twelve (12) month period immediately prior to the Closing Date, and maybe an individual identified in Confidential Appendix B.
- TT. "Quality Assurance Manager" means an employee of Respondent, designated by the Acquirer, who has managerial or supervisory duties, in whole or in part, in the testing or quality assurance of 3.5 inch HDD Products within the twelve (12) month period immediately prior to the Closing Date, and maybe an individual identified in Confidential Appendix B.
- UU. "Remedial Agreement(s)" means
1. any agreement between Respondent and Acquirer that is specifically referenced and attached to this Order, including all amendments, exhibits, attachments, agreements, and schedule thereto, related to the relevant assets or rights to be assigned, granted, licensed, divested, transferred, delivered, or otherwise conveyed, and that has been approved by the Commission to accomplish the requirements of the Order in connection with the Commission's determination to make this Order final; and/or



2. any agreement between Respondent and an Acquirer (or between a Divestiture Trustee and an Acquirer) that has been approved by the Commission to accomplish the requirements of this Order, including all amendments, exhibits, attachments, agreements, and schedules thereto, related to the relevant assets or rights to be assigned, granted, licensed, divested, transferred, delivered, or otherwise conveyed, and that has been approved by the Commission to accomplish the requirements of the Order.

VV. "Reserved Capacity" means productive capacity that Respondent is obligated to reserve on behalf of the Acquirer including, at a minimum:

1. for 3.5 Inch HDD Products, the capacity of seven (7) fully configured Primary Production Lines initially, increasing to ten (10) fully configured Primary Production Lines; *provided, however,* that after the Rolling Manufacturing Asset Transfer Date, Respondent may reduce the number of lines on a rolling basis to enable the transfer of lines; and
2. for Heads and/or Media, the capacity to supply fifty (50) percent of Heads and/or Media that is required to support the number of 3.5 Inch HDD Products produced from sixteen (16) fully configured Primary Production Lines; *provided, however,* Respondent shall also reserve the capacity to supply fifty (50) percent of Heads and/or Media that is required to support the number of 3.5 Inch HDD Products produced from any of the six (6) additional fully configured primary production lines from the Shenzhen Option Assets that are purchased by the Acquirer.

WW. "Re-Work Lines" means rework production lines used to disassemble HDDs referenced in Section 1.01(b)(i) of the disclosure schedule to the WD-Toshiba Asset Purchase Agreement.

XX. "Rolling Manufacturing Asset Transfer Date" means the date ten (10) fully configured Primary Production Lines are reserved, after which Respondent may reduce the number of lines on a one-for-one basis as additional lines are qualified as provided in the Transition Services Agreement Schedule 2.01 P.1D.

YY. "Shenzhen Facility" means Hitachi's production plant located at 11921, Block 1, International Commerce Centre 1001 Honghua Road, Futian Free Trade Zone, Shenzhen, China, used primarily for the manufacture of 3.5 Inch HDDs for use in desktop and consumer electronics including, without limitation, real estate, buildings, warehouses, storage facilities, structures, manufacturing e

ZZ. “Shenzhen Facility Option Assets” means the following assets as referenced in



II.

IT IS FURTHER ORDERED that:

A. Respondent shall divest, license, transfer and/or grant absolutely and in good faith, the 3.5 Inch HDD Products Business Assets to Toshiba pursuant to and in accordance with the 3.5 Inch HDD Products Business Divestiture Agreement, the 3.5 Inch HDD Products Patents License and the 3.5 Inch HDD Products Business Intellectual Property License (which agreements shall not limit or contradict, or be construed to vary from or contradict, the terms of this Order, and each such agreement, if it becomes a Remedial Agreement related to the 3.5 Inch HDD Products Business Assets incorporated by reference into this Order and made a part hereof, by the earlier of:

1. within five (5) days after Respondent has obtained the prior approval from all Government Entities of the divestiture of the 3.5 Inch HDD Products Business Assets to Toshiba and all related Remedial Agreements; or
2. June 20, 2012;

*provided, however, if, at the time the Commission determines to make this Order final, the Commission notifies Respondent that Toshiba is not a viable Acquirer of the 3.5 Inch HDD Products Business Assets then Respondent shall immediately end the transaction with Toshiba, in whole or in part, as directed by the Commission, and shall divest, license, transfer and/or grant the 3.5 Inch HDD Products Business Assets within six (6) months from the date of determination, absolutely and in good faith, at no minimum price, to an Acquirer that receives the prior approval of the Commission, and only in a manner that receives the prior approval of the Commission;*

*provided further, however, that if Respondent has complied with the terms of this Paragraph 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 that the manner in which the divestiture was accomplished is not acceptable, the Commission may direct Respondent or appoint the Divestiture Trustee to effect such modifications to the manner of divestiture to Toshiba (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*

B. At the Acquirer's option and upon reasonable notice, for the duration of the Manufacturing Period, Respondent shall supply 3.5 Inch HDD Products pursuant to a 3.5 Inch HDD Products Contract Manufacturing Agreement to allow the Acquirer, or a Third Party affiliated with the Acquirer, time sufficient to obtain all necessary Government Entity approvals and transfer the 3.5 Inch HDD Manufacturing Assets to a new location to manufacture in commercial quantities, and in a manner consistent with past practices, the 3.5 Inch HDD Products independently of Respondent.

C.

E. Within twenty (20) days of the Closing Date, Respondent shall:

1. submit to the Acquirer, at Respondent's expense, all 3.5 Inch HDD Products Business Records related to the 3.5 Inch HDD Products;
2. deliver, in good faith, such 3.5 Inch HDD Products Business Records to the Acquirer;
  - a. in a timely manner, i.e., as soon as practicable, avoiding any delays in transmission of the respective information; and
  - b. in a manner that ensures its completeness and accuracy and that fully preserves its usefulness;
3. pending complete delivery of all such 3.5 Inch HDD Products Business Records to the Acquirer, provide the Acquirer and the Interim Monitor with access to all such 3.5 Inch HDD Products Business Records and employees who possess or are able to locate such information for the purposes of identifying the books, records, and files directly related to the 3.5 Inch HDD Products that contain such 3.5 Inch HDD Products Business Records and facilitating the delivery in a manner consistent with this Order;
4. not use, directly or indirectly, any Confidential Business Information related to the research, development, manufacturing, marketing, or sale of the 3.5 Inch HDD Products other than as necessary to comply with the following:
  - a. the requirements of this Order
  - b. Respondent's obligations to the Acquirer under the terms of any Remedial Agreement related to the 3.5 Inch HDD Products; or
  - c. applicable Law;
5. not disclose or convey any Confidential Business Information, directly or indirectly, to any Person except the Acquirer or other Persons specifically authorized by such Acquirer to receive such information; and
6. not provide, disclose or otherwise make available directly or indirectly, any Confidential Business Information related to 3.5 Inch HDD Products to employees associated with Respondent's own 3.5 Inch HDD business;

*provided, however,* that Respondent may use any Intellectual Property or Know-How that is conveyed or licensed to Respondent or that Respondent retains the right to use pursuant to any Remedial Agreement; *provided further, however,* to the extent that the use of such Intellectual Property or Know-How involves disclosure of Confidential Business Information to another Person, such Person must not maintain the

confidentiality of such Confidential Business Information under terms and in a manner consistent with the requirements of this Order

- F. Not later than thirty (30) days after the Closing Date, Respondent shall provide written notification of the restrictions on the use and disclosure of the Confidential Business Information by Respondent's personnel to all 3.5 Inch HDD Products Business Employees and all 3.5 Inch HDD Products Business Firewall Employees. Respondent shall:
1. give such notification by e-mail with return receipt requested or similar transmission and keep a file of such receipts for one (1) year after the Closing Date;
  2. maintain complete records of all such agreements at Respondent's corporate headquarters and provide a officer's certification to the Commission stating that such acknowledgment program has been implemented and is being complied with; and
  3. shall provide an Acquirer with copies of all certifications, notifications, and reminders sent to Respondent's personnel.
- G. Respondent shall require as a condition of continued employment post-divestiture of the assets required to be divested pursuant to this Order, that each 3.5 Inch HDD Products Business Firewall Employee retained by Respondent, the direct supervisor of any such employee, and any other employee retained by Respondent and designated by the Interim Monitor sign a confidentiality agreement pursuant to which such employee shall be required to maintain all Confidential Business Information strictly confidential, including the non-disclosure of such information to any other employee, executive or other personnel of Respondent (other than as necessary to comply with the requirements of this Order)
- H. Any 3.5 Inch HDD Products Business Firewall Employee identified in Paragraph K.3, as a condition of continued employment by Respondent, shall be prohibited from working on Respondent's own 3.5 Inch HDD business for a period of six (6) months after such employee ceases to work with the Acquirer.
- I. For the duration of the Employee Access Period and within ten (10) days of request by the Acquirer, Respondent shall, to the extent permitted by law, provide to the Acquirer or proposed Acquirer, the following information regarding each 3.5 Inch HDD Products Business Employee whose duties relate to the 3.5 Inch HDD Products Business:
1. name, job title or position, date of hire and effective service date;
  2. a specific description of the employee's responsibilities;
  3. the base salary or current wages;

4. the most recent bonus paid, aggregate annual compensation for the last fiscal year, value of vested and unvested deferred compensation including when any



N. Until Respondent completes the divestiture required by Paragraph II.A, Respondent:

1. shall take such actions as necessary to:

- a. maintain the full economic viability and marketability of the 3.5 Inch HDD Products Business;
- b. minimize any risk of loss of competitive potential for such business;
- c. prevent the destruction, removal, wasting, deterioration, or impairment of any of the assets related to the 3.5 Inch HDD Products Business;
- d. ensure the assets required to be divested are transferred and delivered to the Acquirer in a manner without disruption, delay or impairment of the 3.5 Inch HDD Products Business; and

2. shall not sell, transfer, encumber or otherwise impair the assets required to be divested (other than in the manner prescribed in this Order) nor take any action that lessens the full economic viability, marketability, or competitiveness of the 3.5 Inch HDD Products Business.

O. The purpose of the divestiture of the 3.5 Inch HDD Products Business and the related obligations imposed on Respondent by this Order is:

- 1. to ensure the continued use of such assets in the research, development, manufacture and sale of the 3.5 Inch HDD Products within the Geographic Territory; and
- 2. to remedy the lessening of competition resulting from the Acquisition as alleged in the Commission's Complaint in a timely and sufficient manner

### III .

IT IS FURTHER ORDERED that:

- A. The Commission may appoint an Interim Monitor to assure that Respondent expeditiously complies with all of its obligations and performs all of its responsibilities as required by this Order, the Order to Maintain Assets, and any Remedial Agreement.
- B. The Commission appoints ING Financial Markets LLC ("ING") as Interim Monitor and approves the Monitor Agreement between ING and Respondent which agreement, *inter alia*, names Philip Conrard, Jr., as ING designated Project Manager.

C. No later than one (1) day after

3. the Interim Monitor shall serve of such time as is necessary to monitor Respondent's compliance with the provisions of this Order, the Order to Maintain Assets, and the Remedial Agreements
4. subject to any demonstrated legally recognized privilege the Interim Monitor shall have full and complete access to Respondent's personnel, books, documents, records kept in the ordinary course of business, facilities and technical information, and such other relevant information as the Interim Monitor may reasonably request, related to Respondent's compliance with its obligations under this Order, the Order to Maintain Assets, and the Remedial Agreements. Respondent shall cooperate with any reasonable request of the Interim Monitor and shall take no action to interfere with or impede the Interim Monitor's ability to monitor Respondent's compliance with this Order, the Order to Maintain Assets, and the Remedial Agreements
5. the Interim Monitor shall serve, without bond or other security, at the expense of Respondent on such reasonable and customary terms and conditions as the Commission may set. The Interim Monitor shall have authority to employ at the expense of Respondent, such consultants, accountants, attorneys and other representatives and assistants as are reasonably necessary to carry out the Interim Monitor's duties and responsibilities. The Interim Monitor shall account for all expenses incurred, including fees for services rendered, subject to the approval of the Commission.
6. Respondent shall indemnify the Interim Monitor and hold the Interim Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Interim 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 malfeasance, gross negligence, willful or wanton acts, or bad faith by the Interim Monitor.
7. Respondent shall report to the Interim Monitor in accordance with the requirements of this Order and/or as otherwise provided in any agreement approved by the Commission. The Interim Monitor shall evaluate the reports submitted to the Interim Monitor by Respondent, and the reports submitted by the Acquirer with respect to the performance of Respondent's obligations under this Order, the Order to Maintain Assets, and the Remedial Agreements
8. Within one (1) month from the date the Interim Monitor is appointed pursuant to this paragraph, every sixty (60) days thereafter, and otherwise as requested by the Commission, the Interim Monitor shall report in writing to the Commission concerning performance by Respondent of its obligations under this Order, the Order to Maintain Assets, and the Remedial Agreements

9. Respondent may require the Interim Monitor and each of the Interim Monitor's consultants, accountants, attorneys and other representatives and assistants to sign a customary confidentiality agreement; Provided, however, such agreement shall not restrict the Interim Monitor from providing any information to the Commission.

G. The Commission may, among other things, require the Interim Monitor and each of the Interim Monitor's consultants, accountants, attorneys and any

- B. The Commission shall select the trustee, subject to the consent of Respondent, which consent shall not be unreasonably withheld. The trustee shall be a Person with experience and expertise in acquisitions and divestitures. If Respondent has not opposed, in writing, including thereasons for opposing the selection of any proposed trustee within ten (10) days after receipt of notice by the staff of the Commission of Respondent of the identity of any proposed trustee, Respondent shall be deemed to have consented to the selection of the proposed trustee.
- C. Within ten (10) days after appointment of a trustee, Respondent shall execute a trust agreement that, subject to the prior approval of the Commission, transfers to the trustee all rights and powers necessary to permit the trustee to effect the divestitures required by this Order.
- D. If a trustee is appointed by the Commission or a court pursuant to this Order, Respondent shall consent to the following terms and conditions regarding the trustee's powers, duties, authority, and responsibilities:
1. subject to the prior approval of the Commission, the trustee shall have the exclusive power and authority to divest any of the 3.5 inch HDD Products Business Assets that have not been divested pursuant to Paragraph I of this Order.
  2. the trustee shall have twelve (12) months from the date the Commission approves the trust agreement described herein to accomplish the divestiture, which shall be subject to the prior approval of the Commission. If, however, at the end of the twelve (12) month period, the trustee has submitted a divestiture plan the Commission believes that the divestiture can be achieved within a reasonable time, the divestiture period may be extended by the Commission; *provided, however*, the Commission may extend the divestiture period only two (2) times.
  3. subject to any demonstrated legally recognized privilege the trustee shall have full and complete access to the personnel, books, records, and facilities related to the relevant assets that are required to be divested by this Order and to any other relevant information, as the trustee may request. Respondent shall develop such financial or other information as the trustee may request and shall cooperate with the trustee. Respondent shall take notice not to interfere with or impede the trustee's accomplishment of the divestiture. Any delays in divestiture caused by Respondent shall extend the time for divestiture under this Paragraph IV in an amount equal to the delay, as determined by the Commission or, for a court-appointed trustee, by the court.
  4. the trustee shall use commercially reasonable best efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to Respondent's absolute and unconditional obligation to divest expeditiously and at no minimum price. The divestiture shall be made in the manner and to an Acquirer or Acquirers that receives the prior approval of the Commission, as required by this Order; *provided, however*, if the trustee receives bona fide offers for particular assets from

more than one acquiring entity, and if the Commission determines to approve more than one such acquiring entity for such assets, the trustee shall divest the assets to the acquiring entity selected by Respondent from among those approved by the Commission; *provided further, however, that Respondent shall select such entity within five (5) days of receiving notification of the Commission's approval.*

5. the trustee shall serve, without bond or other security, at the cost and expense of Respondent, on such reasonable and customary terms and conditions as the Commission or a court may set. The trustee shall have the authority to employ at the cost and expense of Respondent, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and, ~~2001, of~~

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F. The Commission or, in the case of a court-appointed trustee, the court, may on its own initiative or at the request of the trustee issue such additional orders or directions as may be

VI.

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

- A. any proposed dissolution of Respondent;
- B. any proposed acquisition, merger or consolidation of Respondent; or
- C. any other change in Respondent that may affect compliance obligations arising out of this Order, including but not limited to assignment, the creation or dissolution of subsidiaries, or any other change in Respondent.

VII.

IT IS FURTHER ORDERED that, for the purpose of determining or securing compliance with this Order, and subject to any legally recognized privilege and upon written request with reasonable notice to Respondent, Respondent shall permit any duly authorized representative of the Commission:

- A. access, during office hours of Respondent 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 Respondent related to compliance with this Order, which copying services shall be provided (n4.640 TD /F11 12.00Tj 55.2



Non-Public Confidential Appendix A  
3.5 Inch HDD Products Contract Manufacturing Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]

Non-Public Confidential Appendix B  
3.5 Inch HDD Products Business Key Employees

[Redacted From the Public Record Version, But Incorporated By Reference]

Non-Public Confidential Appendix C  
Heads Supply Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]

Non-Public Confidential Appendix D  
Media Supply Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]

Non-Public Confidential Appendix E  
Monitor Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]

Non-Public Confidential Appendix F  
Toshiba Cross-License Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]

Non-Public Confidential Appendix G  
Transition Services Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]

Non-Public Confidential Appendix H  
WD-Toshiba Asset Purchase Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]



Non-Public Confidential Appendix I  
WD-Toshiba License Agreement

[Redacted From the Public Record Version, But Incorporated By Reference]