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1. Fortiline, LLC, is a limited liability company organized, existing, and doing business under and by virtue of the laws of North Carolina, with its principal place of business in

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That in connection with the sale or distribution of any ductile iron pipe in or affecting commerce, as "commerce" is defined in Section 4 of the Federal Trade Commission Act, 15, U.S.C. §44, Respondent shall cease and desist from, either directly or indirectly, or through any corporate or other device

Entering into, attempting to enter into, adhering to, participating in, maintaining, organizing, implementing, enforcing, inviting, encouraging, offering or soliciting any agreement or understanding, express or implied, between or among Respondent and any Competitor

- A. To raise, fix, maintain, or stabilize prices or price levels, rates or rate levels, or payment terms, or to engage in any other pricing action; or
- B. To allocate or divide markets, customers, contracts, transactions, business opportunities, lines of commerce, or territories.

PROVIDED, HOWEVER, that it shall not, of itself, constitute a violation of Paragraph II. of this Order for Respondent to engage in any conduct that is (1) reasonably related to a lawful manufacturer distributor relationship, lawful joint venture agreement, or lawful merger, acquisition or sale agreement; and (2) reasonably necessary to achieve the procompetitive benefits of such manufacturer distributor relationship or of such agreement. For the avoidance of doubt, it shall not constitute a violation of Paragraph II of this Order for Respondent (i) to communicate with a manufacturer regarding Respondent's desire to receive prices or rates (including rebates and discounts) at least as favorable as those granted by the manufacturer to a Competitor or Contractor (ii) to request, negotiate or enter into an agreement with a manufacturer under which Respondent shall be that manufacturer's exclusive or quasi-exclusive distributor; or (iii) to request or enter into an agreement with a manufacturer under which Respondent distributes that manufacturer's ductile iron pipe to a Contractor previously or potentially served by that manufacturer.

PROVIDED, FURTHER, HOWEVER, that it shall not, of itself, constitute a violation of Paragraph II. of this Order for Respondent to negotiate with a Competitor regarding the terms of an agreement, or to enter into an agreement, if that negotiation or agreement relates exclusively to the terms under which Respondent either will buy ductile iron pipe from that Competitor, or will sell ductile iron pipe to that Competitor.



- B. At least thirty (30) days prior to
1. Any proposed dissolution of Respondent
  2. Any proposed acquisition, merger, or consolidation of Respondent
  3. Any other change in Respondent including, but not limited to, assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Order.

**V**

That, for the purpose of determining or securing compliance with this order, upon written request and upon five (5) days notice Respondent shall, without restraint or interference, permit any duly authorized representative of the Commission:

- A. Access, during office hours and in the presence of counsel, to all facilities and access to inspect and obtain copies of relevant books, ledgers, accounts, correspondence, memoranda and all other records and documents in the possession or under the control of Respondent relating to compliance with this Order, which copying services shall be provided at the request of the authorized representative(s) of the Commission and at the expense of Respondent; and
- B. The opportunity to interview officers, directors, or employees of Respondent who may have counsel present, related to compliance with this Order.

**V**

That this Order shall terminate twenty (20) years from the date this Order is issued

By the Commission.

Donald S. Clark  
Secretary

SEAL

ISSUED