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

COMMISSIONERS: **Edith Ramirez, Chairwoman**
 Maureen K. Ohlhausen
 Terrell McSweeney

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1.

H. “Divestiture Agreement” means (i) the Littelfuse Acquisition Agreement or (ii) any other agreement between Respondent (or a Divestiture Trustee) and an Acquirer that receives the prior approval of the Commission to divest the Ignition IGBT Assets, including all related ancillary agreements, schedules, exhibits, and attachments thereto that have received the Commission’s prior approval.

I. “Divestiture Date” means the date on which Respondent (or the Divestiture Trustee) closes the transaction to divest the Ignition IGBT Assets to an Acquirer.

J. “Divestiture Trustee” means the Person appointed by the Commission pursuant to Paragraph V. of this Order.

K. “Ignition IGBT Assets” means all of Respondent’s right, title, and interest in and to all property and assets, wherever located, relating to the operation of the Ignition IGBT Business, including, but not limited to:

1. the finished goods inventories relating to the Ignition IGBT Business in amounts equaling the monthly dollar average quantity of finished goods inventory held by Respondent at the end of the twelve months ending on March 31, 2016;

2. all consents, licenses, registrations, or permits issued, granted, given, or otherwise made available by or under the authority of any governmental body or pursuant to any legal requirement, if any, and all pending applications therefor or renewals thereof, to the extent assignable;

3. all data and Records, including client and customer lists and Records, referral sources, research and development reports and Records, production reports and Records, service and warranty Records, equipment logs, operating guides and manuals, financial 0(ui)-6(al)-6(0(ui)-o0(or)cnt)-es13(e)4(c)TJ -0.004 Tc 0.004 Tw Td1n.2(h)-1

- L. “Ignition IGBT Business” means the business conducted by ON as of November 18, 2015, the date of the announcement of the Acquisition, in respect of researching, designing, developing, testing, manufacturing, commercializing, packaging, marketing, distributing, selling and/or servicing automotive Ignition IGBTs.
- M. “Ignition IGBT Employee” means any individual (i) employed by ON on a full

Q. “Littelfuse” means Littelfuse Inc., a limited liability company organized, existing, and doing business under, and by virtue of, the laws of the State of Delaware, with its corporate office and principal place of business located at 8755 West Higgins Road, Suite 500, Chicago, IL, 60631.

R. “Littelfuse Acquisition Agreement” means the asset purchase agreement between ON Semiconductor Trading SARL, ON Management C.V., Semiconductor Components Industries, LLC, Littelfuse, Inc., Littelfuse Netherland C.V., and ON Semiconductor Corporation, dated August 11, 2016, including related ancillary agreements, amendments, schedules, exhibits, and attachments.

4. all consents, licenses, registrations, or permits issued, granted, given, or otherwise made available by or under the authority of any governmental body or pursuant to any legal requirement, and all pending applications therefor or renewals thereof, in each case, that do not relate exclusively to the Ignition IGBT Business;
5. all data and Records, including client and customer lists and Records, referral sources, research and development reports and Records, production reports and Records, service and warranty Records, equipment logs, operating guides and manuals, financial and accounting Records, creative materials, advertising (ppl ri.>-1(v)-4(ot)-2(r

II.

IT IS FURTHER ORDERED that:

- A. No later than ten (10) days after the Acquisition Date, Respondent shall divest the Ignition IGBT Assets and grant the Ignition IGBT License, absolutely and in good faith, to Littelfuse pursuant to the Littelfuse Acquisition Agreement.
- B. Notwithstanding any other provision of this Order, Respondent may enter into an agreement with Littelfuse or any other Acquirer for a License-Back (subject to the prior approval of the Commission).
- C. If Respondent has divested the Ignition IGBT Assets to Littelfuse prior to the date this Order becomes final, and if, at the time the Commission determines to make this Order final, the Commission notifies Respondent that:
 - 1. Littelfuse is not acceptable as the acquirer of the Ignition IGBT Assets, then Respondent shall immediately rescind the Littelfuse Acquisition Agreement, and shall divest the Ignition IGBT Assets and grant the Ignition IGBT License no later than 120 days from the date this Order is issued, absolutely and in good faith, at no minimum price, to a Person that receives the prior approval of the Commission and in a manner that receives the prior approval of the Commission; or
 - 2. The manner in which the divestiture or grant of the Ignition IGBT License to Littelfuse

E. Respondent shall:

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2. Respondent shall (i) not offer any incentive to any Ignition IGBT Employee to decline employment with Acquirer, (ii) remove any contractual impediments that may deter any Ignition IGBT Employee from accepting employment with Acquirer, including but not limited to, any non-compete or confidentiality provision of employment or other contracts with Respondent that would affect the ability of such employee to be employed by Acquirer, and (iii) not otherwise interfere with the recruitment, hiring, or employment of any Ignition IGBT Employee by Acquirer;
- 3.

III.

IT IS FURTHER ORDERED that:

- A. Respondent shall (i) keep confidential (including as to Respondent's employees) and (ii) not use for any reason or purpose, any Confidential Business Information received or maintained by Respondent relating to the Ignition IGBT Assets; *provided, however*, that Respondent may disclose or use such Confidential Business Information in the course of:
 - 1. Performing its obligations or as permitted under this Order, or the Divestiture Agreement; or
 - 2. Complying with financial reporting requirements, obtaining legal advice, prosecuting or defending legal claims, investigations, or enforcing actions threatened or brought against the Ignition IGBT Business or Ignition IGBT Assets, or as required by law.

- B. If disclosure or use of any Confidential Business Information is permitted to Respondent's employees or to any other Person under Paragraph III.A. of this Order, Respondent and Respondent's employees shall not use or share, directly or indirectly, any Confidential Business Information with any of Respondent's employees who manage, market, produce, or sell, Respondent's automotive Ignition IGBTs, and shall limit such disclosure or use (i) only to the extent such information is required, (ii) only to those employees or Persons who require such information for the purposes permitted under Paragraph III.A., and (iii) only after such employees or Persons have signed an agreement to maintain the confidentiality of such information.

- C. Respondent shall enforce the terms of this Paragraph III. as to its employees or any other Person, and shall take such action as is necessary to cause each of its employees and any other Person to comply with the terms of this Paragraph III., including implementation of access and data controls, training of its employees, and all other actions that Respondent would take to protect its own trade secrets and proprietary information.

5. Respondent 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*, that such agreement shall not restrict the Monitor from providing any information to the Commission.
- D. The Monitor shall report in writing to the Commission (i) every thirty (30) days after the Acquisition Date for a period of one (1) year, (ii) every ninety (90) days thereafter until Respondent has completed all obligations required by Paragraph II. of this Order (including a final report when Respondent has completed all such obligations), and (iii) at any other time as requested by the staff of the Commission, concerning Respondent's compliance with this Order.
 - E. The Commission may require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign a confidentiality agreement related to Commission materials and information received in connection with the performance of the Monitor's duties.
 - F. The Monitor's power and duties shall terminate ten (10) business days after the Monitor has completed her final report pursuant to Paragraph IV.D. of this Order, or at such other time as directed by the Commission.
 - G. If at any time the Commission determines that the Monitor has ceased to act or failed to act diligently, or is unwilling or unable to continue to serve, the Commission may appoint a substitute Monitor, subject to the consent of Respondent, which consent shall not be unreasonably withheld:
 1. If Respondent has not opposed, in writing, including the reasons for opposing, the selection of the substitute Monitor within five (5) days after notice by the staff of the Commission to Respondent of the identity of any substitute Monitor, then Respondent shall be deemed to have consented to the selection of the proposed substitute Monitor; and
 2. Respondent shall, no later than five (5) days after the Commission appoints a substitute Monitor, enter into an agreement with the substitute Monitor that, subject to the approval of the Commission, confers on the substitute Monitor all the rights, powers, and authority necessary to permit the substitute Monitor to perform her duties and responsibilities pursuant to this Order on the same terms and conditions as provided in this Paragraph IV.
 - H. The Monitor appointed pursuant to this Order may be the same Person appointed as the Divestiture Trustee pursuant to the relevant provisions of this Order.

- I. The Commission may on its own initiative or at the request of the Monitor issue such additional orders or directions as may be n

1. Subject to the prior approval of the Commission, the Divestiture Trustee shall have the exclusive power and authority to assign, grant, license, divest, transfer, deliver, or otherwise convey the relevant assets that are required by this Order to be assigned, granted, licensed, divested, transferred, delivered, or otherwise conveyed, and to take such other action as may be required to divest the Divestiture Assets.
2. The Divestiture 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 Divestiture Trustee has submitted a plan of divestiture or believes that the divestiture can be achieved within a reasonable time, the divestiture period may be extended by the Commission, or in the case of a court-appointed Divestiture Trustee, by the court.
3. Subject to any demonstrated legally recognized privilege, the Divestiture Trustee shall have full and complete access to the personnel, books, records, and facilities related to the relevant assets that are required to be assigned, granted, licensed, divested, delivered, or otherwise conveyed by this Order and to any other relevant information, as the Divestiture Trustee may request. Respondent shall develop such financial or other information as the Divestiture Trustee may request and shall cooperate with the Divestiture Trustee. Respondent shall take no action to interfere with or impede the Divestiture Trustee's accomplishment of the divestiture. Any delays in divestiture caused by Respondent shall extend the time for divestiture under this Paragraph V in an amount equal to the delay, as determined by the Commission or, for a court-appointed Divestiture Trustee, by the court.
4. The Divestiture 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 as required by this Order; *provided, however,* if the Divestiture Trustee receives bona fide offers from more than one acquiring entity, and if the Commission determines to approve more than one such acquiring entity, the Divestiture Trustee shall divest 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 Divestiture 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 Divestiture Trustee shall have the authority to employ, at the cost and expense of Respondent, such consultants,

accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the Divestiture Trustee's duties and responsibilities. The Divestiture Trustee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the Commission and, in the case of a court-appointed Divestiture Trustee, by the court, of the account of the Divestiture Trustee, including fees for the Divestiture Trustee's services, all remaining monies shall be paid at the direction of the Respondent, and the Divestiture Trustee's power shall be terminated. The compensation of the Divestiture Trustee shall be based at least in significant part on a Commission arrangement contingent on the divestiture of all of the relevant assets that are required to be divested by this Order.

6. Respondent shall indemnify the Divestiture Trustee and hold the Divestiture Trustee

VII.

IT IS FURTHER ORDERED that:

- A. Respondent shall file a verified written report with the Commission setting forth in detail the manner and form in which it intends to comply, is complying, and has complied with this Order:
 - 1. Thirty (30) days from the date this Order is issued and every thirty (30) days thereafter for a period of one (1) year, and every ninety (90) days thereafter until Respondent has fully complied with the provisions of Paragraph II.A. and Paragraph II.D. of this Order; and
 - 2. No later than one (1) year after the date this Order is issued and annually thereafter until this Order terminates, and at such other times as the Commission staff may request.
- B. With respect to the divestiture required by Paragraph II. of this Order, Respondent shall include in its compliance reports (i) the status of the divestiture and transfer of the Ignition IGBT Assets; and (ii) a statement that the divestiture approved by the Commission has been accomplished, including a description of the manner in which Respondent completed such divestiture and the date the divestiture was accomplished.

VIII.

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 the 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.

IX.

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 and upon five (5) days' notice to Respondent, Respondent shall, without restraint or interference, permit any duly authorized representative of the Commission:

- A. Access, during business office hours of the Respondent and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence,

NON-PUBLIC APPENDIX I
Asset Purchase Agreement by and between ON

NON-PUBLIC APPENDIX II
***Agreement and Plan of Merger* by and among ON**
Semiconductor Corporation, Falcon Operations Sub, Inc.,
and Fairchild Semiconductor International, Inc., dated
November 18, 2015.

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

APPENDIX III
Monitor Agreement

NON-PUBLIC APPENDIX IV
Monitor Compensation

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