UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

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

In the Matter of **FERRELLGAS PARTNERS, L.P., a limited partnership, and** **FERRELLGAS, L.P., a limited partnership, also doing business as BLUE RHINO, and** **AMERIGAS PARTNERS, L.P., a limited partnership, also doing business as AMERIGAS CYLINDER EXCHANGE, and** **UGI CORPORATION, a corporation.**	**Docket No. 9360**

COMPLAINT
[Public]

Pursuant to the provisions of the Federal Trade Commission Act, and by virtue of the authority vested in it by said Act, the Federal Trade Commission ("Commission"), having reason to believe that Respondents Ferrellgas Partners, L.P. and Ferrellgas, L.P., also doing business as Blue Rhino ("Blue Rhino"), and UGI Corporation and AmeriGas Partners, L.P., and, also doing business as AmeriGas Cylinder Exchange (collectively "AmeriGas"), have violated Section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues this Complaint stating its charges as follows:

THE NATURE OF THE CASE

1. This action concerns anticompetitive conduct by Respondents Ferrellgas Partners, L.P and Ferrellgas, L.P. (doing business as Blue Rhino) and UGI Corporation and AmeriGas Partners, L.P. (doing business as AmeriGas Cylinder Exchange) in the distribution and sale of exchangeable portable steel tanks containing propane gas commonly referred to as "propane exchange tanks." In 2008, Blue Rhino and AmeriGas increased prices by reducing the amount of propane contained in propane exchange tanks from 17 pounds to 15 pounds (the "fill

reduction"). Faced with resistance from their common customer Walmart Stores, Inc. ("Walmart"), Blue Rhino and AmeriGas colluded by secretly agreeing to maintain a united front to push their joint customer, Walmart, to accept the fill reduction.

2. In the United States, consumers typically use propane exchange tanks to fuel barbeque grills and patio heaters. At all times relevant to this complaint, Respondents were the two largest suppliers of propane exchange tanks in the United States. Blue Rhino controlled approximately 50 percent of the United States wholesale propane exchange tank market; AmeriGas controlled approximately 30 percent of the market. No other competitor served more than nine percent of the market. No other competitor was capable of servicing large national retailers, such as Walmart, Lowe's HIW, Inc. ("Lowe's") and The Home Depot, Inc. ("The Home Depot"), except on a limited basis.

3. In spring 2008, Blue Rhino decided to increase margins by reducing the amount of propane contained in its exchange tanks from 17 pounds to 15 pounds. Blue Rhino planned to reduce the fill level in its exchange tanks without a corresponding reduction in the wholesale price. This would have the effect of raising the price per pound of propane to retail customers and likely to the ultimate consumers.

4. During spring and summer 2008, Blue Rhino informed AmeriGas and certain retail customers that it intended to implement the fill reduction. AmeriGas likewise decided to reduce its exchange tanks from 17 pounds to 15 pounds without a corresponding price decrease.

5. In summer 2008, Blue Rhino and AmeriGas each began to implement the fill reduction.

6. Some customers resisted the fill reduction. Walmart, which purchased tanks from both Blue Rhino and AmeriGas, refused to accept the fill reduction. Blue Rhino's customer Lowe's accepted the fill reduction only on the condition that all of Blue Rhino's other customers – including Walmart – also accept the fill reduction within a short period of time.

7. Faced with resistance from Walmart, Blue Rhino and AmeriGas colluded by secretly agreeing that neither would deviate from their proposal to reduce the fill level to Walmart. They worked together to take the steps necessary to push Walmart to promptly accept the fill reduction.

8. This concerted action had the purpose and effect of raising the effective wholesale prices at which Blue Rhino and AmeriGas sold propane exchange tanks to Walmart, as well as to other customers in the United States.

9. Respondents' conduct has restrained price competition and led to higher prices for sales of propane exchange tanks in the United States.

THE RESPONDENTS

10. Respondent Ferrellgas Partners, L.P., is a limited partnership organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its principal place of business located at 7500 College Boulevard, Overland Park, Kansas. It maintains a nearly complete interest in and conducts its business activities primarily through Respondent Ferrellgas, L.P.

11. Respondent Ferrellgas, L.P., is a limited partnership organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its principal place of business located at 7500 College Boulevard, Overland Park, Kansas. Ferrellgas, L.P., doing business as Blue Rhino, operates a national propane distribution business, and owns or has access to distribution locations nationwide. Its business includes the filling, refilling, refurbishing, sale and distribution of propane exchange tanks under the Blue Rhino name.

12. For the purposes of this complaint, "Blue Rhino" shall refer to Ferrellgas Partners, L.P., and Ferrellgas, L.P., collectively.

13. At all times relevant hereto, Respondents Ferrellgas Partners, L.P. and Ferrellgas, L.P. have been, and are now, corporations as "corporation" is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.

14. The acts and practices of Respondents Ferrellgas Partners, L.P. and Ferrellgas, L.P., including the acts and practices alleged herein, are in or affect commerce in the United States, as "commerce" is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.

15. Respondent AmeriGas Partners, L.P., is a publicly traded master limited partnership, 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 460 North Gulph Road, King of Prussia, Pennsylvania. AmeriGas Partners, L.P., operates a national propane distribution business through its subsidiary, AmeriGas Propane, L.P. Respondent AmeriGas Partners, L.P., through AmeriGas Propane, L.P., is engaged in the marketing and sale of propane and propane supply related services, including the distribution and supply of bulk propane to residential, commercial, and agricultural customers, and the preparing, filling, distributing, marketing, and sale of propane exchange tanks. AmeriGas Propane, L.P. often does business as AmeriGas Cylinder Exchange when preparing, filling, distributing, marketing, or selling propane exchange tanks.

16. Respondent UGI Corporation is a corporation, organized, existing and doing business under and by virtue of the laws of the Commonwealth of Pennsylvania, with its office and principal place of business located at 460 North Gulph Road, King of Prussia, Pennsylvania. UGI Corporation is the parent and sole owner of AmeriGas Propane, Inc. AmeriGas Propane, Inc. is the general partner of Respondent AmeriGas Partners, L.P., and is a corporation organized, existing, and doing business under and by virtue of the laws of the Commonwealth of

Pennsylvania, with its office and principal place of business located at 460 North Gulph Road, King of Prussia, Pennsylvania.

17. For the purposes of this complaint, "AmeriGas" shall refer to AmeriGas Partners, L.P., and UGI Corporation, collectively.

18. At all times relevant hereto, AmeriGas Partners, L.P., and UGI Corporation have been, and are now, corporations as "corporation" is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.

19. The acts and practices of Respondents AmeriGas Partners, L.P. and UGI Corporation, including the acts and practices alleged herein, are in or affect commerce in the United States, as "commerce" is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.

THE PROPANE EXCHANGE TANK INDUSTRY

20. Propane exchange tanks are portable steel tanks, prefilled with propane, and used for supplying fuel for propane barbeque grills and patio heaters, among other things. These tanks are commonly called "20-pound tanks" (regardless of the amount of fuel they contain).

21. Propane exchange tanks have a maximum capacity of 25 pounds, but safety regulations have limited the filling of such tanks to 80 percent of their capacity, *i.e.*, 20 pounds. Beginning in 2002, the National Fire Protection Association modified its standards to require that propane exchange tanks be equipped with an overfilling protection device ("OPD"). Following the creation of the OPD standard, Respondents and their competitors adopted the custom of filling their propane exchange tanks with 17 or 17.5 pounds of propane.

22. Propane exchange tanks sold in the United States are highly standardized products consisting of a standardized tank and a standardized valve system. Propane and propane exchange tanks are homogeneous products.

23. Propane exchange tanks are typically sold to consumers through home improvement stores, hardware stores, mass merchandisers, supermarkets, convenience stores and gas stations. Retailers who sell propane exchange tanks usually offer consumers the option of purchasing a prefilled tank in exchange for an empty tank, or, for a higher price, a prefilled tank without returning an empty tank.

24. Propane exchange tanks sold in the United States are functionally interchangeable, and the Respondents, their competitors and the retailers who sell them treat them as such. Consumers can exchange any propane exchange tank at any store that carries propane exchange tanks without regard for which company supplied the tank to be exchanged.

25. To serve retail outlets that sell propane exchange tanks, Respondents and their competitors need access to refurbishing and refilling facilities, where empty tanks can be cleaned, refurbished, repainted and refilled.

THE RELEVANT MARKETS

26. The relevant product market in which to evaluate Respondents' conduct is the wholesale marketing and sale of propane exchange tanks.

27. There are no widely used substitutes for propane exchange tanks that provide a similar ease of use. No other product significantly constrains the prices of propane exchange tanks.

28. The relevant geographic market is the United States. To compete effectively for sales to national retailers, including Walmart, The Home Depot and Lowe's, propane exchange tank manufacturers need access to refilling and refurbishing facilities located throughout the United States. Propane exchange tank suppliers that lack nationwide access to such assets are unable to constrain the prices of propane exchange tanks suppliers that have nationwide access to such assets.

29. Beginning in or about 2006, Respondents entered into a series of "co-packing agreements." Pursuant to these agreements, each company agreed to refurbish and refill propane exchange tanks for the other company at certain of each company's facilities. Today, each Respondent processes slightly less than ten percent of the other company's used, empty tanks pursuant to co-packing agreements. Blue Rhino refurbishes and refills exchange tanks for AmeriGas at Blue Rhino facilities in Florida, Colorado, Washington and Missouri. AmeriGas refurbishes and refills exchange tanks for Blue Rhino at AmeriGas facilities in California and New Hampshire.

RESPONDENTS INCREASE PRICES BY REDUCING THE FILL LEVEL

30. In early 2008, Respondents faced rapid increases in propane exchange tank input costs. These inputs included propane, steel for the tanks and diesel fuel for delivery trucks.

31. In or about January 2008, Respondent AmeriGas considered a plan to recoup its rising input costs by reducing the fill level in its propane exchange tanks. AmeriGas decided not to pursue the fill reduction plan because, among other reasons, AmeriGas believed it could be competitively disadvantaged if other companies in the industry did not follow AmeriGas's lead by also reducing the fill level in their propane exchange tanks.

32. In April 2008, Blue Rhino management approved a proposal to reduce the fill level in the company's propane exchange tanks from the then-standard 17 pounds to 15 pounds, without a corresponding price reduction, to offset the increased input costs. The Blue Rhino proposal included a plan to ask AmeriGas in advance whether their co-packing facilities could handle the proposed fill reduction.

33. This reduction in fill level was in effect a 13% increase in the price of the propane.

34. Blue Rhino understood that unilaterally reducing the fill level in its exchange tanks risked putting the company at a competitive disadvantage if its principal competitor, AmeriGas,

did not also reduce fill levels. Blue Rhino was particularly concerned about its competitive standing with its second-largest customer, Walmart, because Walmart purchased tanks from both Blue Rhino and AmeriGas.

35. Walmart is the largest propane exchange tank retailer in the United States. Blue Rhino services approximately 60 percent of the Walmart locations nationwide, while AmeriGas services approximately 35 percent. Ozark Mountain Propane Company ("Ozark'), a smaller regional propane supplier, services the remaining Walmart locations.

36. The Blue Rhino Director of Strategic Accounts responsible for Walmart reported to his manager that the fill reduction could put Blue Rhino at a competitive disadvantage to AmeriGas. He stated: "[I]n my mind the 'watch out' is the competitive difference between [Blue Rhino, AmeriGas] and Ozark. We are offering less product vs. [Walmart's] other 2 suppliers. . . . Once we explain this is a done deal (and that we are not asking for [Walmart's] input or letting him decide), he may become resentful and threaten to take states. . . . Then, we need to pray that [AmeriGas] takes a similar move as soon as possible. If [AmeriGas] doesn't move, we will have a BIG issue." He elaborated: "The only thing that can make this go away is if Amerigas goes to 15 as well, but it has to happen very soon after us to legitimize our move."

37. On or about April 22, 2008, Blue Rhino decided to inform Walmart of its fill reduction plan.

38. On or about April 28, 2008, Blue Rhino's Director of Strategic Accounts met with the Walmart buyer and announced Blue Rhino's intention to reduce the fill in its propane exchange tanks. Walmart rejected the proposed fill reduction. Walmart's buyer told the Blue Rhino Director of Strategic Accounts that the fill reduction was a price increase to which Walmart would not agree. He also told Blue Rhino's Director of Strategic Accounts that Walmart did not want to carry propane exchange tanks with different fill levels—that is, tanks at 15 pounds in stores serviced by Blue Rhino and tanks at 17 pounds in stores serviced by AmeriGas and Ozark.

39. On or about April 29, 2008, a senior Blue Rhino manager ordered production managers to "stand down" on implementation of the fill reduction because "[t]he call with WalMart did not go according to plan."

40. Starting with Blue Rhino's communication plan in April 2008, which revealed Blue Rhino's intention to let AmeriGas know "well in advance" about the fill reduction, and continuing through a series of communications through June 2008, Blue Rhino informed AmeriGas of its plan to raise prices by reducing the fill level in their exchange tanks from 17 to 15 pounds without a corresponding price decrease.

41. On May 29, 2008, Blue Rhino proposed the fill reduction to Lowe's, Blue Rhino's largest retail customer. Approximately two weeks later, Lowe's agreed to accept 15-pound exchange tanks on the condition that Blue Rhino convert all of its customers, including Walmart, to 15-pound tanks within 30 days.

42. On June 18, 2008, Blue Rhino's President telephoned AmeriGas's Director of National Accounts. The two men called each other six more times over the next 30 hours. The following day, Blue Rhino account executives again discussed the fill reduction with Walmart. Following the last of these calls, Blue Rhino's President reported, "I've continued to have a lot of inquiries from [AmeriGas] regarding the lower fuel fill due to their need to adjust production. I've been told that it would be very challenging to produce two different size products long-term . . . once again, messaging that they'll follow closely behind us in the market."

43. On June 20, 2008, AmeriGas management produced a draft budget with a plan for reducing the fill level of AmeriGas's exchange tanks from 17 to 15 pounds.

44. On June 25, 2008, Blue Rhino began notifying its customers of its plans to reduce the fill level in its propane exchange tanks effective July 21, 2008.

45. As alleged in paragraph 31, AmeriGas considered and rejected a plan to unilaterally reduce the fill level in its propane exchange tanks. AmeriGas believed it could be competitively disadvantaged if other companies in the industry did not also reduce the fill level in their propane exchange tanks. After learning that Blue Rhino planned to reduce the fill level of its exchange tanks, AmeriGas reconsidered its earlier decision.

46. Blue Rhino was concerned that, if Walmart rejected the fill reduction, other major retailers would also reject the fill reduction on the ground that they would be at a competitive disadvantage if the propane exchange tanks they sold contained less fuel than otherwise identical exchange tanks sold at Walmart.

47. In particular, Lowe's, Blue Rhino's largest customer, agreed to accept the fill reduction only on the express condition that all Blue Rhino customers would also convert to 15-pound tanks within 30 days of Lowe's converting to 15-pound tanks.

RESPONDENTS COLLUDE TO PUSH WALMART ON THE FILL REDUCTION

48. For one or all of the reasons set forth above, Blue Rhino and AmeriGas understood they could not sustain the fill reduction unless it was accepted by Walmart. Therefore, when faced with resistance from Walmart, the two companies agreed that neither would deviate from their proposal to Walmart. They worked together to take the steps necessary to push Walmart to promptly accept the fill reduction.

49. AmeriGas announced the existence of a united front with Blue Rhino by couching its fill reduction plan as an "industry standard." For example, on July 10, 2008, AmeriGas's Director of National Accounts emailed Walmart's buyer to inform him that "the cylinder exchange industry is planning a move to a standard weight of propane in a tank from 17 lbs. net to 15 lbs. net."

50. On or about July 10, 2008, and continuing for three months thereafter, sales executives from the two Respondents communicated repeatedly by telephone and email to

apprise each other of the status of their discussions with Walmart and to encourage each other to hold firm to convince Walmart to accept the reduction in fill.

a. On or about July 11, 2008, Blue Rhino's Vice President of Sales called AmeriGas's Director of National Accounts. The two sales executives spoke at length by telephone. Internal Blue Rhino documents confirm that AmeriGas and Blue Rhino sales executives discussed Walmart's rejection of AmeriGas's proposal to begin shipping 15-pound exchange tanks.

b. On or about July 21 and 22, Blue Rhino's Vice President of Sales and AmeriGas's Director of National Accounts spoke at length by telephone. Blue Rhino internal documents confirm that the AmeriGas and Blue Rhino sales executives discussed AmeriGas's plans for responding to Walmart's rejection of the fill reduction.

c. On or about August 11, 2008, the AmeriGas Director of National Accounts, who was responsible for dealing with Walmart, called Blue Rhino's Vice President of Sales and told him that he was having trouble getting in touch with Walmart to discuss the reduction in fill levels.

d. On or about August 13, 2008, the Blue Rhino sales executives responsible for dealing with Walmart discussed plans for advising AmeriGas of the need to ensure that The Home Depot, AmeriGas's largest retail customer, was supplied with 15-pound, not 17-pound, tanks, because Walmart would be more likely to accept the fill reduction if it knew that The Home Depot had already accepted it.

e. On August 21, 2008, the Blue Rhino and AmeriGas sales executives spoke several times by telephone, and shortly after these communications, the AmeriGas sales executive and AmeriGas's operations manager directed their colleagues to ensure that The Home Depot store in Rogers, Arkansas (near Walmart's Bentonville headquarters) carried only 15-pound tanks.

f. On September 2, 2008, Blue Rhino's Vice President of Sales and AmeriGas Director of National Accounts spoke by telephone again. They discussed the status of their respective efforts to convert their customers to 15-pound tanks, as well as the current retail pricing of tanks at Lowe's.

g. On September 12, 2008, Blue Rhino's Vice President of Sales and AmeriGas's Director of National Accounts spoke by telephone again. They discussed the status of their negotiations with Walmart. Expressing frustration at Walmart's intransigence, AmeriGas's Director of National Accounts suggested that it was time to issue an ultimatum to Walmart. Blue Rhino's Vice President of Sales responded by telling him that Blue Rhino was continuing to work with Walmart and that AmeriGas should "hang in there."

h. On September 15 and 22, 2008, Blue Rhino's Vice President of Sales and AmeriGas' Director of National Accounts spoke again by telephone.

i. On September 30, 2008, the AmeriGas Director of National Accounts emailed Blue Rhino's Vice President of Sales and informed him that Walmart management was meeting the following day to discuss the proposed fill reduction.

51. On October 6, 2008, the Lowe's buyer emailed his Blue Rhino sales executive with an ultimatum. Lowe's had agreed to accept 15-pound tanks on the condition that all other Blue Rhino customers would be converted within 30 days. Lowe's observed that Walmart was still selling 17-pound tanks and that Lowe's was therefore at a competitive disadvantage. The Lowe's buyer demanded that either all of Blue Rhino's customers must be at 15 pounds or Lowe's be converted back to 17-pound tanks at the same price it was paying for the 15-pound tanks.

52. The Lowe's demand confirmed to Blue Rhino that it needed Walmart to accept the fill reduction or risk the fill reduction unraveling. It also highlighted the need for Blue Rhino and AmeriGas to continue to push Walmart to accept the fill reduction.

53. On October 6, 2008, Blue Rhino's President forwarded the Lowe's email to his Vice President of Sales and directed him to finalize Walmart's acceptance of the fill reduction that day. Within a half hour, the Blue Rhino Vice President of Sales called his counterpart at AmeriGas. The two talked for 16 minutes.

54. Following his 16-minute conversation with the AmeriGas Director of National Accounts, the Blue Rhino Vice President of Sales emailed Walmart to demand that it accept the fill reduction.

55. Early the following morning, the AmeriGas Director of National Accounts, using language similar to Blue Rhino's communication, emailed Walmart urging it to implement the fill reduction.

56. On October 10, 2008, believing it had no alternative to the fill reduction, Walmart agreed to accept propane exchange tanks filled to 15 pounds from both Blue Rhino and AmeriGas.

57. The secret agreement between Blue Rhino and AmeriGas that neither would deviate from their proposal to Walmart when faced with resistance from Walmart, and their combined efforts to push Walmart to promptly accept the fill reduction had the effect of raising the price per pound of propane to Walmart and likely to the ultimate consumers.

58. The acts and practices of Respondents, as alleged herein, have the purpose, capacity, tendency and effect of restricting or eliminating competition in the wholesale sale of propane exchange tanks.

59. There are no legitimate, procompetitive efficiencies that justify the conduct of Respondents, as alleged herein, or that outweigh its anticompetitive effects.

VIOLATION ALLEGED
RESTRAINT OF TRADE

60. Paragraphs 1 to 59 above are re-alleged as if fully set forth herein.

61. When faced with Walmart's resistance to their plans to reduce the fill level of their propane exchange tanks, Respondents colluded by secretly agreeing that neither would deviate from the planned fill reduction to Walmart. They worked together to take the steps necessary to push Walmart to promptly accept the price increase they each implemented through the fill reduction. Their concerted actions unreasonably restrained trade and constituted unfair methods of competition in or affecting commerce in violation of Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45. Such acts and practices, or the effects thereof, will continue or recur in the absence of appropriate relief.

NOTICE

Notice is hereby given to Respondents that the second day of December, 2014, at 10:00 a.m., is hereby fixed as the time and Federal Trade Commission offices, 600 Pennsylvania Avenue, NW, Washington D.C. 20580, as the place when and where a hearing will be had before an Administrative Law Judge of the Federal Trade Commission, on the charges set forth in this complaint, at which time and place you will have the right under the Federal Trade Commission Act to appear and show cause why an order should not be entered requiring you to cease and desist from the violations of law charged in the complaint.

You are notified that the opportunity is afforded you to file with the Commission an answer to this complaint on or before the fourteenth (14th) day after service of it upon you. An answer in which the allegations of the complaint are contested shall contain a concise statement of the facts constituting each ground of defense; and specific admission, denial, or explanation of each fact alleged in the complaint or, if you are without knowledge thereof, a statement to that effect. Allegations of the complaint not thus answered shall be deemed to have been admitted. If you elect not to contest the allegations of fact set forth in the complaint, the answer shall consist of a statement that you admit all of the material allegations to be true. Such an answer shall constitute a waiver of hearings as to the facts alleged in the complaint and, together with the complaint, will provide a record basis on which the Commission shall issue a final decision containing appropriate findings and conclusions and a final order disposing of the proceeding. In such answer, you may, however, reserve the right to submit proposed findings of fact and conclusions of law under § 3.46 of said Rules.

Failure to file an answer within the time above provided shall be deemed to constitute a waiver of your right to appear and to contest the allegations of the complaint, and shall authorize the Commission, without further notice to you, to find the facts to be as alleged in the complaint and to enter a final decision containing appropriate findings and conclusions and a final order disposing of the proceeding.

The Administrative Law Judge shall hold a prehearing scheduling conference not later than ten (10) days after an answer is filed by the last answering Respondent. Unless otherwise directed by the Administrative Law Judge, the scheduling conference and further proceedings will take place at the Federal Trade Commission, 600 Pennsylvania Avenue, N.W., Washington, DC 20580. Rule 3.21(a) requires a meeting of the parties' counsel as early as practicable before the prehearing scheduling conference, and Rule 3.31(b) obligates counsel for each party, within five days of receiving the answer of the last answering Respondent, to make certain initial disclosures without awaiting a formal discovery request.

NOTICE OF CONTEMPLATED RELIEF

Should the Commission conclude from the record developed in any adjudicative proceedings in this matter that Respondents have violated or are violating Section 5 of the FTC Act, as amended, as alleged in the Complaint, the Commission may order such relief against Respondents as is supported by the record and is necessary and appropriate, including, but not limited to:

1. Ordering Respondents to cease and desist from the conduct alleged in the Complaint to violate Section 5 of the FTC Act, and to take all such measures as are appropriate to correct or remedy, or to prevent the recurrence of, the anticompetitive practices engaged in by Respondents.

2. Prohibiting Respondents from agreeing with any competitor to fix prices or to allocate customers or markets, or from soliciting any competitor to enter into such an agreement.

3. Prohibiting Respondents from agreeing with any competitor to exchange competitively sensitive information unless that information exchange meets sufficient criteria to assure that the information exchange will not facilitate collusion among Respondents and their competitors, such conditions to be determined by the Commission, or soliciting any competitor to enter into such an agreement.

4. Prohibiting Respondents from internally using or disclosing confidential information obtained from a competitor pursuant to a co-production agreement, joint venture or legitimate business arrangement except as necessary to further said co-production agreement, joint venture or business arrangement.

5. Requiring that Respondents' compliance with the order shall be monitored at its expense by an independent monitor, for a term to be determined by the Commission.

6. Requiring that Respondents file periodic compliance reports with the Commission.

7. Any other relief appropriate to correct or remedy the anticompetitive effects in their incipiency of any or all of the conduct alleged in the complaint.

WHEREFORE, THE PREMISES CONSIDERED, the Federal Trade Commission on this twenty-seventh day of March, 2014, issues its complaint against Respondents.

By the Commission, Commissioner Ohlhausen dissenting.

Donald S. Clark
Secretary

SEAL: