



further conformity with the procedure described in Rule 2.34, the Commission makes the following jurisdictional findings:

1. Respondent Anchor Glass Container Corporation is a corporation organized, existing, and doing business under, and by virtue of, the laws of the State of Delaware with its executive offices and principal place of business located at 3001 N. Rocky Point Dr. E, Suite 300; Tampa, FL 33607.
2. Respondent Lynx Finance GP, LLC is a limited liability company organized, existing, and doing business under and by virtue of the laws of Delaware with its executive offices and principal place of business located at 712 Fifth Avenue, 44th Floor, New York, NY 10019.
3. Respondent Lynx Finance, L.P. is a limited partnership organized, existing, and doing business under and by virtue of the laws of Delaware with its executive offices and principal place of business located at 712 Fifth Avenue, 44th Floor, New York, NY 10019.
4. The Commission has jurisdiction of the subject matter of this proceeding and over Respondents, and the proceeding is in the public interest.

## **ORDER**

### **I. Definitions**

**IT IS HEREBY ORDERED** that, as used in this Order, the following definitions shall apply:

- A. “Anchor” or “Respondent Anchor” means Anchor Glass Container Corporation, its directors, officers, employees, agents, representatives, successors, and assigns; the joint ventures, subsidiaries, partnerships, divisions, groups, and affiliates controlled by Anchor Glass Container Corporation, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- B. “Lynx GP” or “Respondent Lynx GP” means Lynx Finance GP, LLC, its directors, officers, employees, agents, representatives, successors, and assigns; the joint ventures, subsidiaries, partnerships, divisions, groups, and affiliates controlled by Lynx Finance GP, LLC, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- C. “Lynx LP” or “Respondent Lynx LP” means Lynx Finance, L.P., its directors, officers, employees, agents, representatives, successors, and assigns; the joint ventures, subsidiaries, partnerships, divisions, groups, and affiliates controlled by Lynx Finance, L.P., and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

- D. “Commission” means the Federal Trade Commission.
- E. “Agreement” means any agreement, contract, understanding, or provision or term thereof, whether express or implied, written or unwritten.
- F. “Employee” means a Person employed by, previously employed by, or in the process of being employed by, Respondents in the United States as specified in Appendix A.
- G. “Noncompete Agreement” means an Agreement between Respondents and an Employee that restricts or restrains the right or ability of the Employee to seek or accept employment with any Person, to operate a business, or otherwise to compete with Respondents for any period of time after the conclusion of the Employee’s employment with Respondents.
- H. “Person” means both natural and artificial persons, including but not limited to, corporations, partnerships, and unincorporated entities.

## **II. Injunction**

**IT IS FURTHER ORDERED** that Respondents, in connection with their activities in or affecting commerce, as “commerce” is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44, shall cease and desist from, directly or indirectly, entering or attempting to enter into, maintaining or attempting to maintain, enforcing or attempting to enforce, or threatening to enforce a Noncompete Agreement or communicating to an Employee or any prospective or current employer of that Employee that the Employee is subject to, a Noncompete Agreement.

## **III. Notice to Employees**

**IT IS FURTHER ORDERED** that Respondents shall:

- A. No later than 30 days from the date this Order is issued, deliver to each Employee that is, or as of November 23, 2021, was, party to a Noncompete Agreement a letter in the form of Appendix B and a copy of this Order. For the avoidance of doubt, Respondents need not deliver such a letter and copy of this Order to any Employee that was not party to a Noncompete Agreement at any time between November 23, 2021, and the date this Order is issued. Respondents shall deliver Appendix B to each Employee by name, either:
  - 1. By U.S. Mail, return receipt requested; or
  - 2. Via email transmittal with a proof of a read-receipt.

- B. No later than 30 days from the date this Order is issued, and continuing for the duration of this Order, post a clear and conspicuous notice in the documentation, electronic or otherwise, provided to each new Employee upon hire that states:

“IMPORTANT: Your employment with Anchor in this position is not and will not be subject to a noncompete provision. This means that once you stop working for Anchor:

- You may seek or accept a job with any company or person – even if they compete with Anchor.
- You may run your own business – even if it competes with Anchor.
- You may compete with Anchor at any time following your employment with Anchor.
- We can still enter or enforce other agreements, such as agreements that prevent current or former employees from using or disclosing Anchor’s confidential business information and trade secrets – for example, if the employee goes to work for someone else.”

#### **IV. Compliance Obligations**

**IT IS FURTHER ORDERED** that Respondents shall:

- A. No later than 30 days after the date on which this Order is issued: (a) take all steps necessary to void and nullify all existing Noncompete Agreements and notify Commission staff in writing that all existing Noncompete Agreements are voided and nullified, once completed; and (b) not require any Employee who is party to an existing Noncompete Agreement to pay back any remuneration or otherwise to be penalized as a result of the voided and nullified Noncompete Agreement.
- B. No later than 30 days after the date on which this Order is issued, provide a copy of this Order and the Complaint to each of Respondent Lynx’s directors, officers, and employees with responsibility for hiring and recruitment of Employees in the United States and each of Respondent Anchor’s directors, officers, and employees serving in the role of vice president, any position senior to vice president, plant manager, or human resources professional.
- C. For a period of 10 years from the date this Order is issued, provide a copy of this Order and the Complaint to any Person who becomes a director, officer, or employee of Respondent Lynx with responsibility for hiring and recruitment of Employees in the United States and to any Person who becomes a director, officer, or employee of Respondent Anchor serving in the role of vice president, any position senior to vice president, plant manager, or human resources professional, and provide such copies within 30 days of the commencement of such Person’s employment or term as a director or officer.

- D. Require each Person to whom a copy of this Order is furnished pursuant to Paragraph IV.B and IV.C above to sign and submit to Respondents within 30 days of the receipt thereof a statement that (1) represents that the undersigned has read the Order, and (2) acknowledges that the undersigned has been advised and understands that non-compliance with the Order may subject Respondents to penalties for violation of the Order.
- E. For a period of 5 years after taking each action obligated by Paragraphs IV.A-D of this Order, Respondents shall retain documents and records sufficient to record Respondents' compliance with said obligations.

## **V. Compliance Reports**

**IT IS FURTHER ORDERED** that Respondent Anchor shall file verified written reports ("Compliance Reports") in accordance with the following:

- A. Respondent Anchor shall submit:
  - 1. Interim Compliance Reports 30 days after the date this Order is issued, and then 150 days thereafter for the first year;
  - 2. Annual Compliance Reports one year after the date this Order is issued, and annually for the next 9 years on the anniversary of that date; and
  - 3. Additional Compliance Reports from any Respondent as the Commission or its staff may request.
- B. Each Compliance Report shall contain sufficient information and documentation to enable the Commission to determine independently whether Respondents are in compliance with this Order. Conclusory statements that Respondents have complied with their obligations under the Order are insufficient. Respondents shall include in their reports, among other information or documentation that may be necessary to demonstrate compliance, (1) a full description of the measures Respondents have implemented and plan to implement to comply with each paragraph of this Order, including a list of all persons who received the notice required by Paragraph III.A of this Order, together with proof of service of the notice (which service may be satisfied by sending the notice via email, as described in Paragraph III.A) and (2) upon the Commission's request, a copy of any employment agreement (apart from a collective bargaining agreement) that Respondent Anchor enters or implements after execution of the Consent Agreement.
- C. For a period of 5 years after filing a Compliance Report, Respondents shall retain all material written communications with each party identified in each Compliance Report as required by Paragraph IV.B and all non-privileged internal memoranda, reports, and recommendations concerning fulfilling Respondents' obligations under this Order during the period covered by such Compliance Report. Respondents shall provide copies of these documents to Commission staff upon request.
- D. Respondents shall verify each Compliance Report in the manner set forth in 28 U.S.C. § 1746 by the Chief Executive Officer or another officer or employee specifically authorized to perform this function. Respondents shall file their Compliance Reports

with the Secretary of the Commission at ElectronicFilings@ftc.gov and the Compliance Division at bccompliance@ftc.gov; as required by Commission Rule 2.41(a), 16 C.F.R. § 2.41(a).

## **VI. Change in Respondents**

**IT IS FURTHER ORDERED that** Respondents shall notify the Commission at least 30 days prior to:

- A. The dissolution of Lynx Finance GP, LLC, Lynx Finance, L.P., or Anchor Glass Container Corporation;
- B. The acquisition, merger, or consolidation of Lynx Finance GP, LLC, Lynx Finance, L.P., or Anchor Glass Container Corporation; or
- C. Any other change in Respondents, including assignment and the creation, sale, or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Order.

## **VII. Access**

**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 5 days' notice to Respondents, Respondents shall, without restraint or interference, permit any duly authorized representative of the Commission:

- A. Access, during business office hours of Respondents 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 Respondents related to compliance with this Order, which copying services shall be provided by Respondents at their expense; and
- B. To interview directors, officers, or employees of Respondents, who may have counsel present, regarding such matters.

## **VIII. Purpose**

**IT IS FURTHER ORDERED that** the purpose of this Order is to remedy the harm to competition the Commission alleged in its Complaint and to prevent the Respondents from entering into, attempting to enter into, maintaining or attempting to maintain, enforcing or attempting to enforce, or threatening to enforce a Noncompete Agreement.

**IX. Term**

**IT IS FURTHER ORDERED** that this Order shall terminate 20 years from the date it is issued.

By the Commission.

April J. Tabor  
Secretary

SEAL:  
ISSUED: May 18, 2023

## APPENDIX A

### Employees of Anchor Glass Container Corporation

1. Accounting Manager
2. Accounts Payable Clerk
3. Administrative Assistant
4. Applications Architect
5. Assistant Controller
6. Asst Production Superintendent
7. Batch & Furnace Supervisor
8. Benefits Administrator
9. Benefits Manager
10. Buyer
11. Buyer Mould Procurement
12. Computer Aided Drawing Designer
13. Capital Analyst
14. Container Engineer
15. Continuous Improvement Engineer
16. Continuous Improvement Manager
17. Corporate Human Resource Talent Manager
18. Cost Accountant
19. Credit & Collection Manager
20. Engineering Service Manager
21. Environmental Specialist
22. Executive Assistant
23. Facilities Maintenance Supervisor
24. Financial Analyst
25. Hot End Process Tech Engineer
26. Hot End Support Manager
27. Hot End Technical Support
28. Human Resource Manager
29. Human Resource Specialist
30. Human Resource Technology Manager
31. Intern
32. IT Support Specialist
33. IT Support Supervisor
34. Job Change Supervisor
35. Leader Financial Plan Analysis
36. Logistics Manager
37. Machine Repair Supervisor
38. Maintenance Manager
39. Maintenance Planner
40. Manager Logistics Warehouse
41. Manager Machine Engineering Services
42. Manager Accounts Receivable
43. Manager Capacity Planning



44. Manager Capital Projects & Inventory
45. Manager Cash Management
46. Manager Environmental Health Safety
47. Manager Mould & Cont Engineer
48. Manager Mould Engineer
49. Material Resource Scheduler
50. Mechanical Design Engineer
51. Mould Repair Manager
52. Mould Repair Supervisor
53. National Account Manager
54. Operations Manager
55. Organizational Development Manager
56. Payroll Administrator
57. Payroll Supervisor
58. Plant Controller
59. Plant Controls Engineer
60. Plant Engineer
61. Pricing Cost Analyst
62. Process Controls Engineer
63. Production Plan Scheduler
64. Production Scheduler
65. Purchasing Agent
66. Purchasing Manager
67. Quality Assurance Manager
68. Quality Control Supervisor
69. Quality Experience Manager
70. Regional Controller
71. Reliability Engineer
72. Reliability Manager
73. Repack Coordinator
74. Sales Coordinator
75. Sales Service Representative
76. Sales Service Representative Supervisor
77. Selecting Maintenance Supervisor
78. Shift Supervisor – Forming
79. Shift Supervisor - Production
80. Shift Supervisor - Selecting
81. Special Projects Financial Manager
82. Specialist Package Design
83. SQL Database Administrator
84. Senior Accountant
85. Senior Applications Analyst
86. Senior Business Analyst
87. Senior Buyer
88. Senior Cash Analyst
89. Senior Continuous Improvement Engineer

90. Senior Contract Administrator
91. Senior Cost Accountant
92. Senior Environmental Health Safety Manager
93. Senior Enterprise Resource Planning Developer
94. Senior Financial Analyst
95. Senior Logistics Analyst
96. Senior Mould Engineer
97. Senior Sales Service Rep
98. Senior Security Engineer
99. Senior Software Architect
100. Senior Software Engineer
101. Senior Systems Engineer
102. Senior Technical Service Representative
103. Senior Technology Manager
104. Senior Transportation Coordinator
105. Storeroom Supervisor
106. Supervisor Office Services
107. Sustainability Engineer
108. Talent Specialist
109. Tank Manager – Forming
110. Tank Manager – Selecting
111. Technical Service Representative
112. Transportation Coordinator
113. Carton Assembler
114. Dry Delivery Coater
115. Furnace / Hot Repair
116. Furnace Operator
117. General Laborer
118. Inspector / Quality Control
119. Janitor
120. Journeyman Machine Operator
121. Journeyman Maintenance
122. Journeyman Mold Maker
123. Machine Operator Apprentice
124. Maintenance Apprentice
125. Maintenance Utility
126. Mobile Equipment Operator
127. Mold Cleaner & Polisher
128. Mold Maker Apprentice
129. Mold Polisher
130. Oiler
131. Palletizer Operator
132. Parts Cleaner
133. Raw Materials Handler
134. Report Clerk
135. Selector Packer
136. Spare Oiler Day
137. Storeroom Attendant

- 138. Sweeper
- 139. Utility
- 140. A position that has a functionally equivalent job description to a position listed above.

## APPENDIX B

[Anchor letterhead]

[Name and email address of Employee] VIA U.S. MAIL or EMAIL

Re: Your Past Noncompete Agreement with Anchor

Dear [name of Employee]:

You are receiving this letter because you are an Employee affected by a consent Order that we have entered into with the Federal Trade Commission (“Commission”).

As you know, Anchor Glass Container Corporation (“Anchor”) previously required certain categories of employees not to compete with Anchor for a period of time following their employment with the company. In the fall of 2022, we announced that we rescinded and would no longer enforce our Noncompete Agreement with you.

The Commission has been investigating the use of Noncompete Agreements by Anchor and other companies in the glass-manufacturing industry. As part of this investigation, Anchor has entered into a settlement agreement with the Commission. The Commission has alleged that Anchor’s use of Noncompete Agreements with you and other employees has a tendency to restrict job mobility and harm competition and is unlawful. We have entered into a consent Order with the Commission under which we will not reinstate these Noncompete Agreements for 20 years. Consistent with our prior announcement, any Noncompete Agreement between you and Anchor is null and void.

### **What is a Noncompete Agreement?**

A Noncompete Agreement restricts an employee’s ability to seek or accept a job with another company, to operate their own business, or otherwise to compete with their former employer after they’ve left the company. These agreements sometimes (but not always) use words like “non-competition” or “non-compete.”

### **How the FTC Order affects you**

The FTC Order requires us to:

1. Cancel all Noncompete Agreements with current or former Anchor employees in job positions identified in the Order;
2. Stop entering into Noncompete Agreements with employees in those positions; and
3. Release you from the Noncompete Agreement with us.

This means that once you stop working for Anchor:

- You may seek or accept a job with any company or person – even if they compete with Anchor.
- You may run your own business – even if it competes with Anchor.

- You may compete with Anchor at any time after you leave Anchor.

We can still enter or enforce agreements that prevent current or former employees from using or disclosing Anchor's confidential business information and trade secrets – for example, if the employee goes to work for someone else.

### **Where to get more information**

To learn more about this case, please read the attached FTC Order in *In re Anchor Glass Container Corporation, Lynx Finance GP, LLC, and Lynx Finance, L.P.*, C-4793, or visit [URL that goes to the [ftc.gov](#) press release]. This letter summarizes the main points of the matter, but the only official source of information is the FTC Order. The FTC Order reflects an agreement between the FTC and Anchor that settles the FTC's allegations. It does not constitute an admission by Anchor that it has violated the law or that any of the facts alleged by the FTC regarding Anchor's conduct are true.

If you have concerns about whether Anchor or any Anchor employees are complying with their obligations under the Order – or how the Order applies to you or your colleagues – contact Sam Hijab in Anchor's legal department at (813) 880-2136, [sam.hijab@anchorglass.com](mailto:sam.hijab@anchorglass.com), or the FTC by contacting Danielle Sims, (202) 326-3241, [dsims1@ftc.gov](mailto:dsims1@ftc.gov), or Ben Lorigo, (202) 326-3717, [slorigo@ftc.gov](mailto:slorigo@ftc.gov).

Sincerely,

Wendy Larrison

Chief Human Resources Office