



Office of Commissioner
Mark R. Meador

UNITED STATES OF AMERICA
Federal Trade Commission
WASHINGTON, D.C. 20580

**Statement of Commissioner Mark R. Meador
In the Matter of Synopsys, Inc. / Ansys, Inc.
Matter Number 2410059**

October 17, 2025

Parties and counsel appearing before the Commission have an obligation to act in good faith. The efficient administration of justice depends upon it. When parties misrepresent or conceal information or knowingly violate agreements with the Commission, it wastes considerable agency and taxpayer resources. Unfortunately, that is precisely what has happened here.

Synopsys, Inc. and Ansys, Inc. entered into a merger agreement on January 15, 2024. Following a thorough investigation and extensive negotiations with Commission staff, the parties agreed to the Agreement Containing Consent Orders (“ACCO”) containing the Proposed Decision and Order (“PDO”) that the Commission accepted on May 28, 2025. The PDO, among other things, requires the parties, within ten days of closing the transaction, to divest certain assets to Keysight Technologies, Inc. Paragraph 13(a) of the ACCO agreed to by the parties made their obligations in this situation explicit:

By signing this Consent Agreement, Proposed Respondents represent and warrant that they can fulfill all the terms of and accomplish the full relief contemplated by the Decision and Order and the Order to Maintain Assets, including, among other things, effectuating all required divestitures, assignments, and transfers, and obtaining any necessary approvals from governmental authorities, leaseholders, and other third parties to effectuate the divestitures, assignments, and transfers.¹

And yet on July 17, 2025, Synopsys and Ansys closed their transaction and *later that same day* notified Commission staff that they would be unable to comply with the requirements of the PDO. Specifically, they stated they would be unable to complete the required divestiture to Keysight within the timeframe they agreed to in the Decision and Order because China’s State Administration for Market Regulation had not yet approved the divestiture buyer.

All relevant facts and circumstances were known to the parties throughout the entire process, and nothing required the parties to close prior to being able to comply with the PDO. Even were closing somehow required, it would only further indict their posture during negotiations with

¹ Agreement Containing Consent Orders, *In re Synopsys, Inc. / Ansys, Inc.* (May 28, 2025), https://www.ftc.gov/system/files/ftc_gov/pdf/2410059c4820synopsysansysacco.pdf.

Commission staff and their decision to accept terms they knew they could not lawfully meet. There is no other way to put it: the parties and their counsel acted in bad faith.²

I recently observed in the context of another merger remedy that,

[W]hen parties negotiate with the FTC on merger remedies—particularly transactions involving complex divestiture packages across multiple locations—it is essential that they approach Commission staff early, candidly, and in good faith. It improves review efficiency, including staff’s ability to quickly home in on other relevant competitive concerns, and streamlines remedy negotiations when merging parties are upfront about potential overlaps, the potential divestiture buyer, and any impediments to a complete separation of assets and business from the seller.³

If parties appearing before the Commission have concerns about not being able to close a transaction or divest certain assets, they have ample agency precedent to consult. The appropriate time for discussing a delay between the main transaction and divestiture is *during* the order negotiation process, not *after* closing a transaction that knowingly violates an ACCO or proposed order.⁴ When made aware of potential concerns early in the process, the Commission and Commission staff can work diligently to make reasonable accommodations that balance the legitimate interests of the merging parties with the need to protect competition.⁵ Had accurate representations been made to staff prior to closing the transaction, the Commission could have been flexible. The Commission and staff would likely have agreed to negotiate certain terms that accounted for any delays in approving a transaction, monitor, or divestiture buyer. But the Commission cannot account for potential difficulties that the parties know about yet misrepresent or conceal.

When merging parties disregard agreed-upon commitments in an ACCO or PDO, the Commission has the power to finalize the PDO and enter into remedial negotiations regarding civil penalties and any additional agreements or orders (such as a hold separate provision, etc.) necessary to protect competition and consumers.⁶ In this matter, the underlying contingencies have now been resolved—but only after substantial delay tactics by the parties, who showed an

² I would advise parties and their counsel appearing before the Commission that Commissioners—and, more importantly, the staff who precede and outlast us—have long memories. Unprofessional conduct undertaken on behalf of one client is not forgotten when the same counsel later appears on behalf of subsequent clients.

³ Statement of Commissioner Mark. R. Meador, *In re Alimentation Couche-Tard, Inc. / Giant Eagle, Inc.*, at 1 (June 26, 2025), https://www.ftc.gov/system/files/ftc_gov/pdf/mark-meador-statement-act-giant-eagle.pdf. Notably, this matter involved some of the same counsel as the present one.

⁴ See, e.g., Maribeth Petrizzi, *Real Deadlines and Real Consequences*, Fed. Trade Comm’n (Aug. 6, 2020), <https://www.ftc.gov/enforcement/competition-matters/2020/08/real-deadlines-real-consequences>. I have found no precedent from the Commission’s wealth of publicly available orders in which parties—without any consultation or notice to the Commission—closed on a transaction knowing that doing so would violate an agreement with the Commission or Commission staff.

⁵ *Danaher Corporation et al.*, C-4710 (May 28, 2020); *Eldorado Resorts, Inc.*, C-4721 (Aug. 25, 2020) (reflecting awareness of a potentially extended time between the main transaction closing and the divestiture date and noting steps by the Commission and the parties to protect the divestiture business(es) in that eventuality).

⁶ See, e.g., Final Judgment, *FTC v. Alimentation Couche-Tard*, No. 1:20-cv-01816-JEB (D.D.C. July 6, 2020), Dkt. No. 4 (merging parties paid a \$3.5 million civil penalty to the FTC for violating divestiture terms of a 2018 order). This matter also involved some of the same counsel as the present one.

indefensible disregard for the divestiture requirements. Commission staff worked tirelessly to resolve this matter, but it is deeply unfortunate that so many resources were expended because of the parties' bad faith dealing.

I concur in finalizing the PDO. I provide this statement to explain why I would have also supported referring this matter for the collection of civil penalties for the parties' knowing and deliberate violation of the PDO.