

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: Maureen K. Ohlhausen, Acting Chairman
Terrell McSweeney

In the Matter of

Seven & i Holdings Co., Ltd.,
a corporation;

7-Eleven, Inc.,
a corporation;

and

Sunoco LP,
a limited partnership.

Docket No. C-

DECISION AND ORDER
[Public Record Version]

The Federal Trade Commission (“Commission”) having initiated an investigation of the proposed acquisition by Respondent Seven & i Holdings Co., Ltd., through its wholly owned subsidiaries, Respondent 7-Eleven, Inc. and SEI Fuel Services, Inc., (collectively “7-Eleven”), of retail fuel outlets, convenience stores, and related assets from Respondent Sunoco LP, through its wholly owned subsidiaries, Susser Petroleum Property Company LLC, Sunoco Retail LLC, Stripes LLC, Town & Country Food Stores, Inc., and MACS Retail LLC, (collectively “Sunoco”), and Respondents 7-Eleven and Sunoco having been furnished thereafter with a copy of a draft of the Complaint that the Bureau of Competition proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge Respondents with violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45; and

Respondents, their attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Orders (“Consent Agreement”), containing an admission of all the jurisdictional facts set forth in the aforesaid draft of the Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an

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- B. “Sunoco” means Sunoco LP, its partners, directors, officers, employees, agents, representatives, successors, and assigns; its joint ventures, partnerships, subsidiaries,

Respondent 7-Eleven shall provide to such Acquirer access to original materials under circumstances where copies of materials are insufficient for regulatory or evidentiary purposes;

8. *Provided, however,* that the 7-Eleven Assets shall not include:

(a) Any 7-Eleven Retail Fuel Locations listed on Schedule C for which the corresponding Substitute Retail Fuel Locations are instead divested;

(b) Respondent 7-Eleven's Brands, except with respect to any purchased Inventory; *provided further, however,* that, at the Acquirer's option, Respondent 7-Eleven shall grant a worldwide, royalty-free, fully paid

E. Respondent 7-Eleven shall:

1. At the option of the Acquirer, and subject to the prior approval of the Commission, provide Transition Services to the Acquirer or in the case of Sunoco, to Sunoco and Commission Agents, pursuant to a Transition Services Agreement for six (6) months

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1. Advertise for employees in newspapers, trade publications, or other media, or engage recruiters to conduct general employee search activities, in either case not targeted specifically at employees of the 7-Eleven Assets; or
2. Hire employees of the 7-Eleven Assets who apply for employment with Respondent 7-Eleven, as long as such employees were not solicited by Respondent 7-Eleven in violation of this Paragraph; *provided further, however*, that this Paragraph shall not prohibit Respondent 7-Eleven from making offers of employment to, or employing, any such employees if the Acquirer (or a Commission Agent operating or planning to operate the relevant Retail Fuel Location) has notified Respondent 7-Eleven in writing that the Acquirer or such Commission Agent does not intend to make an offer of employment to that employee, or where such an offer has been made and the employee has declined the offer, or where the employee's employment has been terminated by the Acquirer or such Commission Agent.

IV.

IT IS FURTHER ORDERED that:

- A. Respondent 7-Eleven shall:
 1. Take all actions as are necessary and appropriate to prevent access to or the disclosure or use of any Confidential Business Information of Respondent Sunoco or of any Commission Agent that may be transmitted to or received by Respondent 7-Eleven in connection with the divestiture of the 7-Eleven Assets, the provision of Transition Services, or otherwise by any Persons (including, but not limited, to 7-Eleven's employees) except as is expressly permitted or required by the Orders or necessary to comply with the terms or obligations of the Remedial Agreement; *provided, however*, that Respondent 7-Eleven may disclose or use such Confidential Business Information in the course of: (a) performing its Order obligations or as otherwise permitted under this

Paragraph IV.A., and (iii) only after such employees or Persons have signed an agreement to maintain the confidentiality of such information.

4. As part of the procedures and requirements described in Paragraph IV.A. of this Order, Respondent 7-Eleven shall:
 - (a) No later than the Closing Date or otherwise prior to allowing any of its employees or other Persons to have access to the Confidential Business Information of Respondent Sunoco or of any Commission Agent, require all such employees and other Persons to sign an appropriate non-disclosure agreement agreeing to comply with the prohibitions and confidentiality requirements of this Order;
 - (b) Require compliance with this Order and take appropriate action in the event of non-compliant access, use, or disclosure of Confidential Business Information in violation of this Order;
 - (c) Distribute guidance and provide training regarding the procedures to all relevant employees, at least annually, until such time as all Transition Services have been provided; and
 - (d) Institute all necessary information technology procedures, authorizations, protocols, and any other controls necessary to comply with the Order's prohibitions and requirements.

B. No later than the Closing Date, Respondent Sunoco shall:

1. Institute all measures and take all actions as are necessary and appropriate to prevent the direct or indirect access to or disclosure or use of any 7-Eleven Confidential Wholesale Information by any Firewalled Employees except as is expressly permitted or required by the Orders or by the Remedial Agreement, where such measures shall include, but not be limited to, prohibiting any of its Firewalled Employees from receiving, having access to, using, or continuing to use or disclose any 7-Eleven Confidential Wholesale Information;
2. As part of the procedures and requirements described in Paragraph IV.B.1. of this Order, Respondent Sunoco shall:
 - a) No later than the Closing Date, require the Firewalled Employees to sign an appropriate non-disclosure agreement agreeing to comply with the prohibitions and confidentiality requirements of this Order;
 - b) Require compliance with this Order and take appropriate action in the event of non-compliant access, use, or disclosure of 7-Eleven Confidential Wholesale Information in violation of this Order;
 - c) Distribute guidance and provide training regarding the procedures to all relevant

- d) Institute all necessary information technology procedures, authorizations, protocols, and any other controls necessary to comply with the Order's prohibitions and requirements.
3. To the extent that Respondent Sunoco must access, disclose, or use any Confidential Business Information of Respondent 7-Eleven other than 7-Eleven Confidential Wholesale Information in connection with the Acquisition, Sunoco Retained Assets, or the divestiture of the 7-Eleven Assets for the purposes of complying with its obligations under the Orders or the Remedial Agreements, then Respondent Sunoco shall li8db(m)8(e2(s)-Sve)4(c)5 Business Informatis r2(ut)3(e)-1(quir2(xt)-2(ed)-1(,)5(and2(h ()3(l)-2(i)-3i)-2(i))5(r))-2(o)3(pl)- af or ero

Respondents' compliance with

Attorney General from seeking civil penalties or any other relief available to it, including a court-appointed Divestiture Trustee, pursuant to § 5(l) of the Federal Trade Commission Act, or any other statute enforced by the Commission, for any failure by the Respondents to comply with this Order.

B. If a Divestiture Trustee is appointed by the Commission or a court pursuant to this Order,

Order (“Order Term”), then to the extent that Respondents cannot fully comply with both terms, the Order Term shall determine Respondents’ obligations under this Order.

- D. Respondents shall not modify or amend any of the terms of any Remedial Agreement without the prior approval of the Commission, except as otherwise provided in Rule 2.41(f)(5) of the Commission’s Rules of Practice and Procedure, 16 C.F.R. §2.41(f)(5). Notwithstanding any term of the Remedial Agreement(s), any modification or amendment of any Remedial Agreement made without the prior approval of the Commission, or as otherwise provided in Rule 2.41(f)(5), shall constitute a failure to comply with this Order.

IX.

IT IS FURTHER ORDERED that:

- A. Within thirty (30) days after the date this Order is issued and every thirty (30) days thereafter until Respondent 7-Eleven has fully complied with the provisions of Paragraphs II. and III. of this Order, Respondent 7-Eleven shall submit to the Commission and the Monitor a verified written report setting forth in detail the manner and form in which it intends to comply, is complying, and has complied with this Order, *provided, however*, if Respondent Sunoco is the Acquirer, Respondent 7-Eleven’s obligations under IX.A. of this Order will not extend beyond (i) one year or (ii) its provision of Transition Services related to the 7-Eleven Assets, whichever is longer. Respondent 7-Eleven shall include in its report, among other things that are required from time to time, a full description of the efforts being made to comply with this Order;
- B. One (1) year from the date this Order is issued, annually for the next nine (9) years on the anniversary of the date this Order is issued, and at other times as the Commission may require, Respondent 7-Eleven shall file verified written reports with the Commission setting forth in detail the manner and form in which it has complied and is complying with this Order;
- C. Within thirty (30) days after the date this Order is issued, Respondent Sunoco shall submit to the Commission and the Monitor

X.

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

- A. Any proposed dissolution of Seven & i Holdings Co., Ltd., 7-Eleven, Inc., or Sunoco LP;
- B. Any proposed acquisition, merger, or consolidation of Seven & i Holdings Co., Ltd., 7-Eleven, Inc., or Sunoco LP; or
- C. Any other change in the Respondents, 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.

XI.

IT IS FURTHER ORDERED that, for the purpose of determining or securing compliance with this Order, and subject to any legally recognized privilege, upon written request and upon five (5) days' notice to Respondents made to their principal United States office, Respondents shall permit any duly authorized representative of the Commission:

- A. Access, during office hours of Respondents and in the presence of counsel, to all facilities

NONPUBLIC APPENDIX A

Monitor Agreement

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