

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

**COMMISSIONERS:**        **Jon Leibowitz, Chairman**  
                                  **J. Thomas Rosch**  
                                  **Edith Ramirez**  
                                  **Julie Brill**

_____	)	
<b>In the Matter of</b>	)	
	)	
<b>McWane, Inc.,</b>	)	<b>Docket No. 9351</b>
<b>a corporation, and</b>	)	
	)	
<b>Star Pipe Products, Ltd.</b>	)	
<b>a limited partnership.</b>	)	
_____	)	

**AGREEMENT CONTAINING CONSENT ORDER**

This Agreement Containing Consent Order (“Consent Agreement”), by and between Complaint Counsel and Star Pipe Products, Ltd. (“Respondent”), by its duly authorized officer and attorneys, is entered into in accordance with the Commission’s Rules governing consent order procedures. In accordance therewith the parties hereby agree that:

1. “Respondent” or “Star” means Star Pipe Products, Ltd., its directors, officers, employees, agents, representatives, predecessors, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups and affiliates controlled by Star; and the respective directors, officers, employees, agents, representatives, predecessors, successors, and assigns of each. Respondent Star Pipe Products, Ltd., is a limited partnership organized, existing and doing business under and by virtue of the laws of the State of Texas with its office and principal place of business located at 4018 Westhollow Parkway, Houston, Texas 77082.
2. Respondent has been served with a copy of the Complaint issued by the Commission charging it with violations of Section 5 of the Federal Trade Commission Act, as amended, and has filed its Answer to the Complaint denying those charges.
3. Respondent admits all the jurisdictional facts set forth in the Complaint.
4. Respondent waives:

- a. any further procedural steps;
  - b. the requirement that the Commission's Decision and Order ("Decision and Order") contain a statement of findings of fact and conclusions of law;
  - c. all rights to seek judicial review or otherwise challenge or contest the validity of the Commission's Decision and Order; and
  - d. any claim under the Equal Access to Justice Act.
5. This Consent Agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this Consent Agreement is accepted by the Commission, it will be placed on the public record for a period of thirty (30) days and information in respect thereto publicly released. The Commission thereafter may either withdraw its acceptance of this Consent Agreement and so notify Respondent, in which event it will take such action as it may consider appropriate, or issue and serve its Decision and Order in disposition of the proceeding.
6. This Consent Agreement is for settlement purposes only and does not constitute an admission by Respondent that the law has been violated as alleged in the Complaint, or that the facts as alleged in the Complaint, other than jurisdictional facts, are true.
7. This Consent Agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Commission Rule 3.25(f), 16 C.F.R. § 3.25(f), the Commission may, without further notice to Respondent: (1) issue the Decision and Order in disposition of the First and Second Violations of the Complaint against Star, and (2) make information public thereto. When final, the Order shall have the same force and effect, and may be altered, modified or set aside in the same manner and within the same time provided by statute for Commission orders. The Decision and Order shall become final upon service. Delivery of the Decision and Order to Respondent by any means specified in Commission Rule 4.4(a), 16 C.F.R. § 4.4(a), shall constitute service. Respondent waives any right it may have to any other manner of service. The Complaint may be used in construing the terms of the Decision and Order, and no agreement, understanding, representation, or interpretation not contained in the Decision and Order or the Consent Agreement may be used to vary or contradict the terms of the Decision and Order.
8. By signing this Consent Agreement, Respondent represents and warrants that it can accomplish the full relief contemplated by the Consent Agreement and the attached Decision and Order, and that all parents, subsidiaries, affiliates, and

successors necessary to effectuate the full relief contemplated by this Consent Agreement and Decision and Order are bound thereby as if they had signed this Consent Agreement and were made parties to this proceeding and to the Decision and Order.

9. Respondent has read the Decision and Order contemplated hereby. Respondent understands that once the Decision and Order has been issued, it will be required to file one or more compliance reports showing that it has fully complied with the Decision and Order. Respondent agrees to comply with the Decision and Order from the date it signs this Consent Agreement. Respondent further understands that it may be liable for civil penalties in the amount provided by law for each violation of the Decision and Order after it becomes final.

**STAR PIPE PRODUCTS, LTD.**

**FEDERAL TRADE COMMISSION**

By:

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Star Pipe Products., Ltd.

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Edward Hassi  
Complaint Counsel  
Bureau of Competition

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Gregory S.C. Huffman, Esq.  
Thompson & Knight LLP  
Counsel for Star Pipe Products, Ltd

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Peter J. Levitas  
Deputy Director  
Bureau of Competition

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Richard A. Feinstein  
Director  
Bureau of Competition

Dated: February , 2012