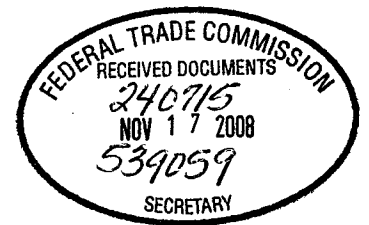


ORIGINAL



UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

In the Matter of)	
)	
)	Docket No. 9327
Polypore International, Inc. a corporation.)	
)	PUBLIC
)	

**MOTION TO EXTEND TIME IN WHICH TO MOVE TO
LIMIT SUBPOENA SERVED BY RESPONDENT UPON THIRD PARTY
AND TO SEEK COST REIMBURSEMENT**

EnerSys hereby moves to extend the time in which it may move to limit the Subpoena served upon it by Respondent Polypore International, Inc. ("Respondent" or "Polypore") to and including December 16, 2008. In support thereof, EnerSys attaches as Exhibit A the Affidavit of Larry Axt ("Axt Affidavit") and states the following:

1. EnerSys is a global manufacturer of flooded lead acid batteries headquartered at 2366 Bernville Road, Reading, Pennsylvania 19605. Axt Affidavit ¶ 2.
2. Prior to the stock purchase at issue in this case, EnerSys purchased high-performance polyethylene battery separators from both Respondent and Microporous Products L.P. Axt Affidavit ¶ 3.
3. At present, EnerSys purchases high-performance polyethylene battery separators solely from Respondent. Axt Affidavit ¶ 4.
4. Respondent has directed a Subpoena to EnerSys, a copy of which is attached hereto as Exhibit B (the "Subpoena").
5. EnerSys received the Subpoena from counsel for the Federal Trade Commission counsel on November 7, 2008. Axt Affidavit ¶ 8.
6. The Subpoena is returnable on November 17, 2008.
7. The Subpoena requests documents as set forth in 34 paragraphs.

8. The Subpoena generally seeks documents generated as early as January 1, 2003, but in some instances, seeks documents generated as early as January 1, 2000.

9. Among the documents sought by the Subpoena are all documents relating to:

- (a) Communications between EnerSys, on one hand, and Polypore, Microporous, ENTEK or any third party, on the other hand, regarding (a) any actual or potential contract for lead acid battery separators, (b) any actual or proposed change in Polypore prices and/or (c) any actual or potential increase or decrease in the volume of lead acid battery separators purchased from Polypore;
- (b) Any actual or potential contract or agreement between EnerSys, on one hand, and Polypore, Microporous, ENTEK or any third party, on the other hand, for the manufacture and sale to EnerSys of lead acid battery separators;
- (c) Any internal discussion or consideration internally at EnerSys about EnerSys producing or manufacturing lead acid battery separators;
- (d) All lead acid battery separators purchased by EnerSys from any supplier, including but not limited to the specific, product(s) purchased, the amount or volume of each such product(s) purchased, the price(s) of the product(s) purchased, the date(s) of purchase, the end use(s) or application(s) of the product purchased and the EnerSys plant to which such product was shipped;
- (e) Units, price, square meters and product type or brand, of all battery separators purchased by EnerSys from any source from January 1, 2000 to the present; and
- (f) Actual or anticipated end use or application of certain products purchased by EnerSys and the destination of the shipment of such product.

See Exhibit B. The foregoing list is representative and is in no sense exhaustive.

10. EnerSys is presently engaged in making a determination as to the planning, the costs, the number of individuals and the total person-hours involved in responding to the Subpoena.

Axt Affidavit ¶ 9.

11. EnerSys has not yet determined the costs, the number of individuals and the total person-hours involved in responding to the Subpoena, but there is no doubt that the effort will be extremely time consuming, costly and burdensome. Axt Affidavit ¶ 10.

12. Certain potentially responsive documents are housed outside the United States, and EnerSys requires time to retrieve and review those documents. Axt Affidavit ¶ 11.

13. Certain potentially responsive electronically stored information is housed outside the United States, and EnerSys requires time to retrieve and review that information. Axt Affidavit ¶ 12.

14. In view of the number of documents sought, the number of requests for documents, and the complexity of issues presented, EnerSys requires a reasonable amount of time to advise Respondent as to whether it will seek to limit the Subpoena.

15. Moreover, prior to filing a motion to limit the Subpoena, EnerSys requires a reasonable amount of time to confer with Respondent's counsel pursuant to 16 C.F.R. § 3.22(f).

16. An extension of time for EnerSys to file a motion to limit the Subpoena to December 16, 2008 is reasonable and appropriate under the foregoing circumstances.

17. EnerSys intends to request that the Administrative Law Judge enter an Order requiring Respondent to reimburse EnerSys for its costs incurred in responding to the Subpoena, including costs incurred in locating and producing documents in compliance with the Subpoena. Axt Affidavit ¶ 13.

18. EnerSys will not, however, delay document production during the period that its cost reimbursement motion may be pending. Axt Affidavit ¶ 14.

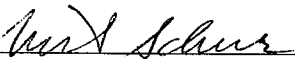
19. Counsel for the Federal Trade Commission, Steven A. Dahm, Esquire, has reviewed this motion and authorized the undersigned to represent to the Administrative Law Judge that the Federal Trade Commission takes no position on the motion.

20. Counsel for Respondent, Eric D. Welsh, Esquire has reviewed this motion and authorized the undersigned to represent to the Administrative Law Judge that Respondent has no objection to the extension of time requested by the motion. Respondent does not agree that EnerSys is entitled to recover the costs of reviewing and gathering documents for production but is willing to reimburse EnerSys for its reasonable costs of photocopying the documents.

WHEREFORE, EnerSys respectfully requests that the time in which it may move to limit the Subpoena served upon it by Respondent and to seek cost reimbursement, be extended to and including December 16, 2008.

Dated: November 14, 2008

STEVENS & LEE, P.C.

By 

Neil C. Schur

Eugene V. Lipkowitz

1818 Market Street, 29th Floor

Philadelphia, Pennsylvania 19103

(215) 751-1944

ncsc@stevenslee.com

evl@stevenslee.com

EXHIBIT A

AFFIDAVIT OF LARRY AXT

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF BERKS

:

:

I, Larry Axt, being duly sworn, depose and make the following statement:

1. I am presently employed as the Vice President, Global Procurement, of EnerSys.
2. EnerSys is a global manufacturer of flooded lead acid batteries headquartered at 2366 Bernville Road, Reading, Pennsylvania 19605.
3. Prior to the stock purchase at issue in this case, EnerSys purchased high-performance polyethylene battery separators from both Respondent and Microporous Products L.P.
4. At present, EnerSys purchases high-performance polyethylene battery separators solely from Respondent.
5. Among my duties and responsibilities is the collection and review of documents and electronically stored information that is responsive to subpoenas served on EnerSys.
6. I have reviewed the Subpoena issued by Respondent to EnerSys in this matter ("Subpoena").
7. I respectfully submit this Affidavit in support of EnerSys' Motion to Extend Time in Which to Move to Limit Subpoena Served by Respondent Upon Third Party and to Seek Cost Reimbursement.
8. EnerSys received the Subpoena from counsel for the Federal Trade Commission on November 7, 2008.

9. EnerSys is presently engaged in making a determination as to the planning, the costs, the number of individuals and the total person-hours involved in responding to the Subpoena.

10. EnerSys has not yet determined the costs, the number of individuals and the total person-hours involved in responding to the Subpoena, but there is no doubt that the effort will be extremely time consuming, costly and burdensome.

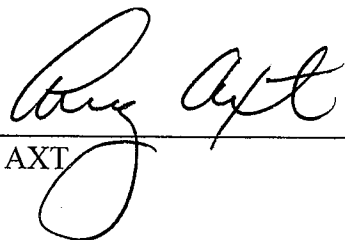
11. Certain potentially responsive documents are housed outside the United States, and EnerSys requires time to retrieve and review those documents.

12. Certain potentially responsive electronically stored information is housed outside the United States, and EnerSys requires time to retrieve and review that information.

13. EnerSys intends to request that the Administrative Law Judge enter an Order requiring Respondent to reimburse EnerSys for its costs incurred in responding to the Subpoena, including costs incurred in locating and producing documents in compliance with the Subpoena.

14. EnerSys will not, however, delay document production during the period that its cost reimbursement motion may be pending.

I have read the above statement and swear it is true and correct to the best of my personal knowledge and information.



LARRY AXT

Sworn to and subscribed before me

this 13 day of November, 2008



Notary Public

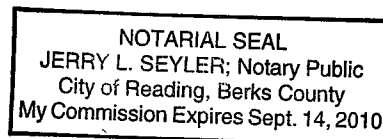


EXHIBIT B



SUBPOENA DUCES TECUM

Issued Pursuant to Rule 3.34(b), 16 C.F.R. § 3.34(b)(1997)

<p>1. TO</p> <p>EnerSys 2366 Bernville Road Reading, PA 19605</p>	<p>2. FROM</p> <p style="text-align: center;">UNITED STATES OF AMERICA FEDERAL TRADE COMMISSION</p>
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This subpoena requires you to produce and permit inspection and copying of designated books, documents (as defined in Rule 3.34(b)), or tangible things - or to permit inspection of premises - at the date and time specified in Item 5, at the request of Counsel listed in Item 9, in the proceeding described in Item 6.

<p>3. PLACE OF PRODUCTION OR INSPECTION</p> <p>Parker Poe Adams & Bernstein, LLP Three Wachovia Center 401 S. Tryon Street, Suite 3000 Charlotte, NC 28202</p>	<p>4. MATERIAL WILL BE PRODUCED TO</p> <p style="text-align: center;">Polypore International, Inc.</p>
<p>5. DATE AND TIME OF PRODUCTION OR INSPECTION</p> <p style="text-align: center;">November 25, 2008 9:30 a.m.</p>	

6. SUBJECT OF PROCEEDING

In the Matter of Polypore International, Inc., Docket No. 9327

7. MATERIAL TO BE PRODUCED

See Attached Requests, Instructions and Definitions.

<p>8. ADMINISTRATIVE LAW JUDGE</p> <p>The Honorable D. Michael Chappell</p> <p>Federal Trade Commission Washington, D.C. 20580</p>	<p>9. COUNSEL REQUESTING SUBPOENA</p> <p style="text-align: center;">Eric D. Welsh (704) 335-9052</p>
--	---

<p>DATE ISSUED</p> <p>October 24, 2008</p>	<p>SECRETARY'S SIGNATURE</p> <p style="text-align: center;"><i>Donald S. Clark</i></p>
--	--

GENERAL INSTRUCTIONS

APPEARANCE

The delivery of this subpoena to you by any method prescribed by the Commission's Rules of Practice is legal service and may subject you to a penalty imposed by law for failure to comply.

MOTION TO LIMIT OR QUASH

The Commission's Rules of Practice require that any motion to limit or quash this subpoena be filed within the earlier of 10 days after service or the time for compliance. The original and ten copies of the petition must be filed with the Secretary of the Federal Trade Commission, accompanied by an affidavit of service of the document upon counsel listed in Item 9, and upon all other parties prescribed by the Rules of Practice.

TRAVEL EXPENSES

The Commission's Rules of Practice require that fees and mileage be paid by the party that requested your appearance. You should present your claim to counsel listed in Item 9 for payment. If you are permanently or temporarily living somewhere other than the address on this subpoena and it would require excessive travel for you to appear, you must get prior approval from counsel listed in Item 9.

This subpoena does not require approval by OMB under the Paperwork Reduction Act of 1980.

**SUBPOENA DUCES TECUM ISSUED TO ENERSYS
ON BEHALF OF POLYPORE INTERNATIONAL, INC.
FTC DOCKET NO. 9327**

EXHIBIT A

I. REQUESTS

1. All documents (including without limitation internal email or other written communication at EnerSys) relating to any communication between EnerSys and Polypore regarding (a) any actual or potential contract for lead acid battery separators, (b) any actual or proposed change in Polypore prices and/or (c) any actual or potential increase or decrease in the volume of lead acid battery separators purchased from Polypore.

2. All documents (including without limitation internal email or other written communication at EnerSys) relating to any communication between EnerSys and Microporous regarding (a) any actual or potential contract for lead acid battery separators, (b) actual or proposed pricing of lead acid battery separators by Microporous, (c) actual or proposed development and/or testing of lead acid battery separators or (d) Polypore.

3. All documents (including without limitation internal email or other written communication at EnerSys) relating to any communication between EnerSys and ENTEK regarding (a) any actual or potential contract for lead acid battery separators, (b) actual or proposed prices for lead acid battery separators by ENTEK, (c) actual or proposed development and/or testing of lead acid battery separators, (d) Microporous or (e) Polypore.

4. All documents (including without limitation internal email or other written communication at EnerSys) relating to any communication between EnerSys and any Third Party other than Polypore, Microporous or ENTEK regarding (a) any actual or potential contract for lead acid battery separators, (b) actual or potential prices for lead acid battery separators, (c) actual or proposed development and/or testing of lead acid battery separators, (d) Microporous, (e) ENTEK or (f) Polypore.

5. All documents constituting or reflecting any actual or potential contract or agreement between EnerSys and Polypore for the manufacture and sale by Polypore to EnerSys of lead acid battery separators.

6. All documents constituting or reflecting any actual or potential contract or agreement between EnerSys and ENTEK for the manufacture and sale by ENTEK to EnerSys of lead acid battery separators.

7. All documents constituting or reflecting any actual or potential contract or agreement between EnerSys and Microporous for the manufacture and sale by Microporous to EnerSys of lead acid battery separators.

8. All documents constituting or reflecting any actual or potential contract or agreement between EnerSys and any Third Party other than ENTEK, Polypore or Microporous for the manufacture and sale by any such Third Party to EnerSys of lead acid battery separators.

9. All documents reflecting any discussion or consideration internally at EnerSys about EnerSys producing or manufacturing lead acid battery separators whether in response to Polypore's actual or potential acquisition of Microporous, any actual or potential change in price of lead acid battery separators or otherwise.

10. All documents or any database reflecting all lead acid battery separators purchased by EnerSys from any supplier, including but not limited to the specific product(s) purchased, the amount or volume of each such product(s) purchased, the price(s) of the product(s) purchased, the date(s) of purchase, the end use(s) or application(s) of the product purchased and the EnerSys plant to which such product was shipped.

11. All documents relating to any consideration by EnerSys or any Third Party to sponsor, finance or support entry or expansion of a battery separator business in (a) North America or (b) the world

12. All documents discussing, describing or reflecting any actual or potential ownership interest of EnerSys in any joint venture or other entity that manufactures lead acid battery separators.

13. All documents discussing, describing or reflecting, by dollar amount, units, price, square meters and product type or brand, all battery separators purchased by EnerSys from any source from January 1, 2000 to the present.

14. For all product responsive to Request No. 13, all documents reflecting the actual or anticipated end use or application of the product purchased by EnerSys and the destination of the shipment of such product.

15. All documents discussing, describing or reflecting any internal discussions, communications or consideration given by EnerSys to purchasing or acquiring a supplier of lead acid battery separators, entering into a joint venture or similar relationship for the supply of lead acid battery separators, or building a plant to manufacture lead acid battery separators for use by EnerSys.

16. All documents discussing, describing or reflecting any actual or potential entrant in the manufacturing of lead acid battery separators.

17. All documents relating to any company or entity that entered or was viewed as a potential entrant into the production and sale of lead acid battery separators.

18. All documents relating to any actual or potential barrier to entry for suppliers or manufacturers of lead acid battery separators, including without limitation, costs of entry or achieving minimum viable scale, in (a) North America and (b) the world.

19. All documents relating to any testing or qualification by EnerSys of lead acid battery separators manufactured by Polypore or Microporous.

20. All documents relating to any testing or qualification by EnerSys of lead acid battery separators produced by any entity other than Polypore or Microporous.

21. All documents reflecting or discussing any manufacturer of lead acid battery separators.

22. All documents describing, discussing or reflecting by brand name or manufacturer the products comprising lead acid battery separators including those products used for the following end uses or applications: golf car or cart; floor scrubber or sweeper; automotive; motorcycle; truck; train; fork lift; pallet truck; submarine; uninterrupted power supply for hospitals, telephone companies and other uses; motive; industrial; marine; stationary; and/or nuclear power plant.

23. All documents discussing or referring to any type of battery separator, including AGM separators, other than those used in flooded lead acid batteries.

24. All documents describing, discussing or reflecting products that are or might be competitive with lead acid battery separators including those products used for the following end uses or applications: golf car or cart; floor scrubber or sweeper; automotive; motorcycle; truck; train; fork lift; pallet truck; submarine; uninterrupted power supply for hospitals, telephone companies and other uses; motive; industrial; marine; stationary; and/or nuclear power plant.

25. Documents discussing or describing any technology used in the manufacture of battery separators for lead acid batteries.

26. All documents discussing or mentioning the actual or potential acquisition of Microporous by Polypore.

27. All documents discussing, mentioning or describing any effect, actual, potential or perceived, on EnerSys's business of an acquisition of Microporous by Polypore, and all documents relating to any plan or course of action considered or adopted by EnerSys to address such effect.

28. All documents reflecting any product or technology that is a substitute for lead acid battery separators manufactured by Polypore or Microporous, including but not limited to, any substitute product or technology considered by EnerSys as an alternate technology for lead acid battery separators manufactured by Polypore or Microporous.

29. All documents referring to or discussing other sources of lead acid battery separators that EnerSys could or might be able to use to replace Polypore as a source of supply.

30. All documents referring to or discussing Polypore's past, present or future competitive position in the lead acid battery separator business.

31. All documents relating to any actual or perceived advantage to EnerSys of the location of its lead acid battery supplier.

32. All documents, including affidavits and statements, which EnerSys provided to the FTC relating in any way to Polypore.

33. A copy of any transcript of any testimony, deposition or investigational hearing conducted in the Polypore Matter.

34. All documents evidencing, relating or referring to communications between the FTC and EnerSys relating in any way to Polypore or Microporous.

II. INSTRUCTIONS AND DEFINITIONS

1. "Document" means the complete original or a true, correct and complete copy and any non-identical copies of any written or graphic matter, no matter how produced, recorded, stored or reproduced, including, but not limited to, any writing, letter, e-mail, envelope, telegram, meeting minute, memorandum, statement, affidavit, declaration, book, record, survey, map, study, handwritten note, working paper, chart, index tabulation, graph, tape, data sheet, data processing card, printout, microfilm, index, computer readable media or other electronically stored data, appointment book, diary, diary entry, calendar, desk pad, telephone message slip, note of interview or communication or any other data compilation in your possession, custody or control, including all drafts or all such documents. "Document" also includes every writing, drawing, graph, chart, photograph, phono record, tape and other data compilations from which information can be obtained, translated, if necessary, by EnerSys through detection devices into reasonably usable form, and includes all drafts and all copies of every such writing or record that contain any commentary, notes, or marking whatsoever not appearing on the original.

2. "You" "your" and "EnerSys" for purposes of this request, means EnerSys or any of its parents, divisions, subdivisions, subsidiaries, affiliates, officers, directors or managing agents, attorneys, employees, consultants and agents, as well as any predecessors in interest, and all other persons acting or purporting to act on its behalf.

3. "Polypore" for the purposes of this request, means the Polypore International, Inc. and any subsidiary or division thereof, including without limitation, Daramic, LLC, and their respective employees.

4. "Microporous" for the purposes of this request, means the Microporous Products, L.P., and any affiliate, subsidiary or division thereof, and their respective employees, officers, directors, partners, attorneys and agents.

5. "ENETK" for the purposes of this request, means the ENTEK International LLC, and any affiliate, subsidiary or division thereof, and their respective employees, officers, directors, partners, attorneys and agents.

6. "FTC" means the Federal Trade Commission, and any of its directors, commissioners, employees, consultants and agents.

7. "Polypore matter" means the investigation conducted by the FTC under Rule No. 081-0131 and this Administrative Proceeding, Docket No. 9327.

8. "Investigation" means any FTC investigation, whether formal or informal, public or non-public.

9. "Third Party" means any person; corporate entity; partnership; association; joint venture; state, federal or local governmental agency, authority or official; research or trade association; or any other entity other than EnerSys or any of its subsidiaries.

10. "Complaint" means the Complaint issued by the Federal Trade Commission to Polypore International, Inc. in Docket No. 9327.

11. "Relating to" means in whole or in part constituting, containing, concerning, discussing, describing, analyzing, identifying or stating.

12. Unless otherwise stated, the relevant time period for these requests is January 1, 2003 to the present.

13. The use of the singular shall be deemed to include the plural and vice versa.

14. The terms "and" and "or" shall be interpreted liberally as conjunctive, disjunctive, or both, depending on the context, so as to have their broadest meaning.

15. Whenever necessary to bring within the scope of a request all documents that might otherwise be construed to be outside its scope, the use of a verb in any tense shall be construed as the use of the verb in all other tenses.

16. The term "all" includes any and vice versa.
17. If you object to any part of a document request under the FTC Rules of Practice §3.37(b), set forth the basis for your objection and respond to all parts of the document request to which you do not object. No part of a document request shall be left unanswered merely because an objection is interposed to another part of a document request.
18. If a document database is provided, provide an explanation of the definitions used and the fields existing in such database.
19. All documents that respond, in whole or in part, to any portion of any document request shall be produced in their entirety, including all attachments, enclosures, cover memoranda and post-it notes.
20. If any privilege is claimed as a ground for not producing any document, provide for each such document withheld on the basis of privilege all information required by FTC Rules of Practice §3.38A.
21. In the event that any responsive document was, but is no longer in your possession, state what disposition was made of it, when, and the reason for such disposition. In the event that a responsive document has been destroyed or returned to a Third Party, state (i) the reason for such document's destruction or return, the date on which the document was destroyed or returned, and the Third Party to whom the document was returned or on whose behalf the document was destroyed; (ii) the name, title, and location thereof within EnerSys of the individual in whose possession, custody or control the document was when it was destroyed or returned; and (iii) the name, title, and location thereof within EnerSys of the individual who destroyed or returned the document.
22. These document requests are continuing in nature, up to and during the course of the adjudicative hearing. All documents sought by these requests that you obtain or locate after you

serve your responses must be immediately produced to counsel for Polypore by supplementary response.

CERTIFICATE OF SERVICE

I hereby certify that on November 6, 2008, I caused a copy of a *Subpoena Duces Tecum* directed to *EnerSys* to be served upon the following persons, at the addresses and through the means noted below:

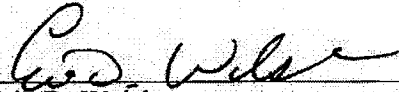
Via Certified Mail:

EnerSys
2366 Bernville Road
Reading, PA 19605

Via Electronic Mail:

J. Robert Robertson, Esq.
Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20580
rrobertson@ftc.gov

Steven Dahm, Esq.
Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20580
sdahm@ftc.gov



Eric D. Welsh
Parker Poe Adams & Bernstein LLP
Three Wachovia Center
401 South Tryon Street, Suite 3000
Charlotte, NC 28202
Telephone: (704) 335-9052
Facsimile: (704) 334-4706

COPI

**UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
OFFICE OF ADMINISTRATIVE LAW JUDGES**

In the Matter of _____
Polypore International, Inc. _____
a corporation. _____

Docket No. 9327

PROTECTIVE ORDER GOVERNING DISCOVERY MATERIAL

For the purpose of protecting the interests of the Parties and Third Parties in the above-captioned matter against improper use and disclosure of confidential information submitted or produced in connection with this Matter:

IT IS HEREBY ORDERED THAT this Protective Order Governing Confidential Material ("Protective Order") shall govern the handling of all Discovery Material, as hereafter defined.

DEFINITIONS

For purposes of this Protective Order, the following definitions apply:

1. "Confidential Material" shall mean all Discovery Material that is confidential or proprietary information produced in discovery. Such material is referred to in, and protected by, section 6(f) of the Federal Trade Commission Act, 15 U.S.C. § 46(f); section 21 of the Federal Trade Commission Act, 15 U.S.C. § 57b-2, the FTC Rules of Practice, Sections 4.9, 4.10, 16 C.F.R. §§ 4.9, 4.10; and precedents thereunder. Confidential Material shall include non-public trade secret or other research, development, commercial or financial information, the disclosure of which would likely cause commercial harm to the Producing Party or to Respondent. The

following is a non-exhaustive list of examples of information that likely will qualify for treatment as Confidential Material: strategic plans (involving pricing, marketing, research and development, product road maps, corporate alliances, or mergers and acquisitions) that have not been fully implemented or revealed to the public; trade secrets; customer-specific evaluations or data (e.g., prices, volumes, or revenues); sales contracts; system maps; personnel files and evaluations; information subject to confidentiality or non-disclosure agreements; proprietary technical or engineering information; proprietary financial data or projections; and proprietary consumer, customer, or market research or analyses applicable to current or future market conditions, the disclosure of which could reveal Confidential Material. Discovery Material will not be considered confidential if it is in the public domain.

2. "Document" means the complete original or a true, correct, and complete copy and any non-identical copies of any written or graphic matter, no matter how produced, recorded, stored, or reproduced. "Document" includes, but is not limited to, any writing, letter, envelope, telegraph, e-mail, meeting minute, memorandum, statement, affidavit, declaration, transcript of oral testimony, book, record, survey, map, study, handwritten note, working paper, chart, index, tabulation, graph, drawing, chart, printout, microfilm index, computer readable media or other electronically stored data, appointment book, diary, diary entry, calendar, organizer, desk pad, telephone message slip, note of interview or communication, and any other data compilation from which information can be obtained, and includes all drafts and all copies of such Documents and every writing or record that contains any commentary, notes, or marking whatsoever not appearing on the original.

3. "Discovery Material" includes without limitation deposition testimony, exhibits, interrogatory responses, admissions, affidavits, declarations, Documents, tangible thing or

answers to questions produced pursuant to compulsory process or voluntarily in lieu thereof, and any other Documents or information produced or given to one Party by another Party or by a Third Party in connection with discovery in this Matter. Information taken from Discovery Material that reveals its substance shall also be considered Discovery Material.

4. "Commission" shall refer to the Federal Trade Commission, or any of its employees, agents, attorneys, and all other persons acting on its behalf, excluding persons retained as consultants or experts for purposes of this proceeding.
5. "Polypore" means Polypore International, Inc., and its predecessors, divisions, and subsidiaries, and all persons acting or purporting to act on its behalf.
6. "Respondent" means Polypore.
7. "Party" means the Commission or Polypore.
8. "Third Party" means any natural person, partnership, corporation, association, or other legal entity not named as a Party to this Matter and its employees, directors, officers, attorneys and agents.
9. "Producing Party" means a Party or Third Party that produced or intends to produce Confidential Material to any of the Parties. With respect to Confidential Material of a Third Party that is in the possession, custody or control of the FTC, or has been produced by the FTC in this matter, the Producing Party shall mean the Third Party that originally provided such material to the FTC. The Producing Party shall mean the FTC for purposes of any Document or Discovery Material prepared by, or on behalf of, the FTC.
10. "Matter" means the above captioned matter pending before the Federal Trade Commission, and all subsequent administrative, appellate or other review proceedings related thereto.

TERMS AND CONDITIONS OF PROTECTIVE ORDER

1. Any Document or portion thereof submitted by Respondent or a Third Party during the Federal Trade Commission ("FTC") investigation preceding this Matter or during the course of proceedings in this Matter that is entitled to confidentiality under the Federal Trade Commission Act, or any regulation, interpretation, or precedent concerning documents in the possession of the Commission, as well as any information taken from any portion of such document, shall be treated as Confidential Material for purposes of this Protective Order. For purposes of this Protective Order, the identity of a Third Party submitting such Confidential Material shall also be treated as Confidential Material where the submitter has requested in writing such confidential treatment.

2. The Parties and any Third Parties, in complying with informal discovery requests, disclosure requirements, discovery demands or formal process in this Matter may designate any responsive document or portion thereof Confidential Material, including documents obtained by them from Third Parties pursuant to discovery or as otherwise obtained.

3. The Parties, in conducting discovery from Third Parties, shall provide to each Third Party a copy of this Protective Order so as to inform each such Third Party of his, her or its rights herein.

4. A designation of confidentiality shall constitute a representation in good faith and after careful determination that the material is not reasonably believed to be already in the public domain and that counsel believes the material so designated constitutes Confidential Material as defined in Paragraph 1 of the Definitions of this Protective Order. All deposition transcripts

shall be treated as Confidential Material.

5. If any Party seeks to challenge the Producing Party's designation of material as Confidential Material, the challenging Party shall notify the Producing Party and all other Parties of the challenge. Such notice shall identify with specificity (*i.e.*, by document control numbers, deposition transcript page and line reference, or other means sufficient to locate easily such materials) the designation being challenged. The Producing Party may preserve its designation by providing the challenging Party and all other Parties a written statement of the reasons for the designation within five (5) business days of receiving notice of the confidentiality challenge. If the Producing Party timely preserves its rights, the Parties shall continue to treat the challenged material as Confidential Materials, absent a written agreement with the Producing Party or order of the Commission providing otherwise.

6. If any conflict regarding a confidentiality designation arises and the Parties and Producing Party involved have failed to resolve the conflict via good-faith negotiations, a Party seeking to disclose Confidential Material or challenging a confidentiality designation may make written application to the hearing officer for relief. The application shall be served on the Producing Party and the other Parties to this Matter, and shall be accompanied by a certification that good-faith negotiations have failed to resolve the outstanding issues. The Producing Party and any other Party shall have five (5) business days after receiving a copy of the motion to respond to the application. While an application is pending, the Parties shall maintain the pre-application status of the Confidential Material. Nothing in this Protective Order shall create a presumption or alter the burden of persuading the hearing officer of the propriety of a requested disclosure or change in designation.

