

Esq.)(Tab B). ENTEK initially raised some objection to the Subpoena and had previously sought to block the FTC's production of documents to Respondent that ENTEK had provided to the FTC during the investigational hearing of this matter.¹ In the weeks that followed, however, counsel for Respondent attempted to negotiate in good faith with counsel for ENTEK in order to discuss and resolve any concerns that ENTEK had concerning its compliance with the Subpoena. (See e-mail correspondence of November 24, 2008, November 25, 2008, December 5, 2008 and December 9, 2008)(Tab C). Indeed, since the Subpoena was first served, Counsel for Respondent and counsel for ENTEK have had numerous telephone conferences, including on November 14, 18, 24, 2008 and December 5, 2008, and have exchanged numerous e-mails in an attempt to move towards the production of the requested documents.

In particular, during the course of the negotiations, ENTEK expressed concern about the disclosure of information to Michael Shor, Esq., Special Counsel for Polypore. In response, Respondent agreed to prohibit Mr. Shor from access to any information produced by ENTEK in response to Respondent's Subpoena. (See December 5, 2008 e-mail from Eric D. Welsh, Esq.)(Tab C). Several other issues were also broached and discussed by Respondent's counsel and ENTEK's counsel during the course of these negotiations. Such issues were ultimately resolved and a substantive discovery agreement was reached in principal on December 11, 2008 which allowed ENTEK to begin the production of documents. (See e-mail correspondence of December 10, 2008 and December 12, 2008)(Tab D). The terms of the agreement in principal reached on December 11, 2008 were memorialized in a letter agreement signed on December 22, 2008 (hereinafter the "Letter Agreement"). (Tab E).

¹ ENTEK filed a Motion for Protective Order on November 5, 2008 seeking to prevent the disclosure of documents initially produced by ENTEK to the FTC in compliance with the Commission's Civil Investigative Demand ("CID"). ENTEK withdrew that motion on November 17, 2008 following an agreement reached between Polypore and ENTEK.

As of the date of this filing, ENTEK has produced only 1094 pages of documents, a small portion of the total documents requested by the Subpoena, with the first installment occurring on January 5, 2009. In fact, ENTEK has made only four substantive productions to Respondent thus far. On January 5, 2009, ENTEK produced a six-page affidavit which had been executed in July 2008 and previously submitted to the FTC. On January 7, 2008, ENTEK produced 70 pages of information related to an ENTEK supply contract. Finally, after counsel for Respondent expressed concern about ENTEK's lengthy delay in production, (*see* January 7, 2009 e-mail from Eric D. Welsh, Esq.)(Tab B), ENTEK produced documents (246 pages) on January 7, 2009 which it had previously produced to the FTC in response to the Commission's CID. Additional documents which had been provided by ENTEK to the FTC in compliance with the Commission's CID were produced in separate submissions to Respondent (458 pages and 194 pages, respectively) on January 9, 2009.

Although ENTEK reached an agreement in principal on December 11, 2008 which resolved all discovery issues and disputes raised in connection with the Subpoena, its production to date, which consists almost entirely of information ENTEK has already produced to the FTC, falls far short of providing all of the information sought by Respondent's Subpoena – and which is necessary for Respondent to adequately defend itself in this proceeding. Moreover, during a telephone conference on January 6, 2009, ENTEK's counsel was unable to provide any commitment as to when Respondent would receive the remainder of ENTEK's production pursuant to the Letter Agreement. (*see* January 7, 2009 e-mail from Eric D. Welsh, Esq.)(Tab B).

Importantly, Respondent has served four subpoenas *ad testificandum* on the following individuals and entities: (a) Mr. Robert Keith (ENTEK's President and Chief Executive

Officer), (b) Mr. Daniel Weerts (ENTEK's Vice President of Sales and Marketing), (c) Mr. Graeme Fraser-Bell (ENTEK's Vice President of International Sales), and (d) ENTEK International, LLC.² (Tab F). On December 30, 2008, ENTEK accepted service of each of the aforementioned subpoenas *ad testificandum*. (See December 30, 2008 e-mail of Darius Ogloza, Esq.)(Tab G). The depositions of Mr. Fraser-Bell and ENTEK International, Inc. were noticed for January 19, 2009, while the depositions of Mr. Keith and Mr. Weerts were noticed for January 20, 2009. Consequently, it is of paramount importance that the documents requested by Respondent's Subpoena be produced immediately in order to allow Respondent to properly review and analyze such documents in preparation for the noticed deposition examinations.

Despite the efforts of Respondent's counsel, and the December 11, 2008 resolution of all discovery disputes related to the Subpoena, ENTEK has continued to delay and stall in its production efforts. Respondent cannot afford any further delay from ENTEK, as important deadlines are approaching, including a discovery cut-off of February 13, 2009, and therefore Respondent is left with no option but to file this motion.

ARGUMENT

Respondent seeks the immediate production of documents and electronic data responsive to its Subpoena. Respondent's Subpoena is tailored to seek documents pertinent to the issues raised by the FTC in the Complaint and to Polypore's defense. Under the FTC's Rules, Respondent has the right to "obtain discovery to the extent that it may be reasonably expected to yield information relevant to the allegations in the complaint, to the proposed relief, or to the defenses of [the] respondent." *16 C.F.R. § 3.31(c)(1)*. Moreover, "public interest requires that once a complaint issues . . . Commission counsel (and respondent's counsel when they put on

² On January 9, 2009, ENTEK served Respondent with a Motion to Quash the Subpoenas *Ad Testificandum* issued to Mr. Fraser-Bell and Mr. Keith.

their defense) be given the opportunity to develop those facts which are essential” to support or undermine the allegations in the pleadings. *In re Gen. Foods.*, No. 9085 C, 1978 FTC LEXIS 412 at *6 (April 18, 1978). The applicant for a subpoena need only show that the materials sought are generally or reasonably relevant. *In re Kaiser Aluminum & Chem. Corp.*, 1976 FTC LEXIS at *4 (Nov. 12, 1976). In contrast, the subpoenaed party bears “[t]he burden of showing that the request[s] are unreasonable.” *In re Rambus, Inc.*, No. 9302, 2002 FTC LEXIS 90, at *9 (Nov. 18, 2002). Such a showing is a heavy burden, even when the subpoena is directed at a non-party. *In re Flowers Indus., Inc.*, No. 9148, 1982 FTC LEXIS 96 at * 15 (Mar. 19, 1982).

The factual allegations of the Commission’s Complaint and the Respondent’s defenses to the allegations contained therein make it clear that the information sought by Respondent’s Subpoena is relevant. ENTEK does not challenge the relevance of the discovery. Indeed, ENTEK has agreed to produce documents and provide the requested information to Polypore.

The discovery sought by the Subpoena is necessary and relevant. By way of example, Polypore cannot rebut the FTC’s allegation that it has monopolized any alleged battery separator market without information about its competitor’s market share, geographic scope and product line. (Subpoena, Nos. 5-13, 31)(Tab A). Polypore cannot rebut the FTC’s allegation that its acquisition of Microporous led to higher prices without information about its competitor’s pricing as related to Respondent and other competitors. (Subpoena, Nos. 5, 14-16, 18, 22, 34). Polypore cannot rebut the FTC’s allegation that testing and capital requirements prevent entry into the relevant markets without information about its competitor’s qualification process and capital requirements. (Subpoena, Nos. 3-4, 28, 32). Polypore cannot rebut the FTC’s allegation that battery separators manufactured for a particular application cannot be effectively used for other applications without information about its competitor’s competitive products for certain applications and the end-use of such products. (Subpoena, Nos. 1-2, 17, 19, 23-27, 35).

Polypore cannot rebut the FTC's allegation that battery separator producers outside North America cannot economically compete with Polypore in the United States without information about its competitor's sales and cost data. (Subpoena, No. 5-6, 18-21). And finally, Polypore cannot rebut the FTC's allegation that ENTEK's manufacturing capacity constrains it from expanding production without information about ENTEK's manufacturing capacity here and in the United Kingdom. (Subpoena, Nos. 3-4, 18, 31).

Clearly, the documents sought by Respondent are highly relevant to the issues raised in the pleadings and should be immediately produced. *See In re Kaiser Aluminum & Chem. Corp.*, 1976 FTC LEXIS at *6-8 (opining that "[i]nformation in the files of competing companies is frequently crucial in [FTC] proceedings" and such proceedings "would be crippled if neither the Commission nor the party charged could produce the essential industry data"). Moreover, ENTEK has already reached an agreement resolving all discovery disputes related to the Subpoena. (*See Letter Agreement*)(Tab E). Polypore's receipt and review of ENTEK's materials is necessary for its defense and any further delay or limitation on this review will tilt the playing field heavily in favor of the FTC.

Although ENTEK has resolved all discovery issues related to the production of documents pursuant to the Respondent's Subpoena, it has delayed its production, producing belatedly documents that were readily accessible, which had been previously provided to the FTC last July. Indeed, many of the documents sought by the Subpoena were no doubt previously provided to the FTC as part of the thousands of documents submitted by ENTEK in response to the FTC's subpoena during the investigation stage of this proceeding. Polypore needs ENTEK's production so that it can move forward efficiently with depositions of ENTEK's witnesses. Otherwise, Polypore will be forced to proceed with the depositions without the benefit of ENTEK's documents and will then need to leave the depositions open, to be resumed after the

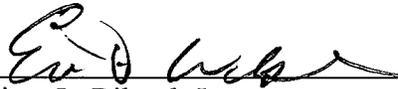
production is complete. Given the current discovery schedule, such an outcome would be necessary, but ultimately not economical to Polypore due to the costs associated with traveling from North Carolina to Oregon twice for these depositions.

CONCLUSION

For the foregoing reasons, Respondent Polypore respectfully moves this Court to enter an order compelling ENTEK to immediately comply with Respondent's subpoena *duces tecum*, as amended by agreement between Polypore and ENTEK.

Dated: January 12, 2009

Respectfully Submitted,



William L. Rikard, Jr.

Eric D. Welsh

PARKER POE ADAMS & BERNSTEIN, LLP

Three Wachovia Center

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Facsimile: (919) 828-0564

johngraybeal@parkerpoe.com

Attorneys for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on January 13, 2009, I caused to be filed via hand delivery and electronic mail delivery an original and two copies of the foregoing *Memorandum in Support of Respondent's Motion to Compel ENTEK International LLC to Produce Documents Requested by Subpoena Duces Tecum*, and that the electronic copy is a true and correct copy of the paper original and that a paper copy with an original signature is being filed with:

Donald S. Clark, Secretary
Office of the Secretary
Federal Trade Commission
600 Pennsylvania Avenue, NW, Rm. H-135
Washington, DC 20580
secretary@ftc.gov

I hereby certify that on January 12, 2009, I caused to be served one copy via electronic mail delivery and two copies via overnight mail delivery of the foregoing *Memorandum in Support of Respondent's Motion to Compel ENTEK International LLC to Produce Documents Requested by Subpoena Duces Tecum* upon:

The Honorable D. Michael Chappell
Administrative Law Judge
Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20580
oalj@ftc.gov

I hereby certify that on January 12, 2009, I caused to be served via first-class mail delivery and electronic mail delivery a copy of the foregoing *Memorandum in Support of Respondent's Motion to Compel ENTEK International LLC to Produce Documents Requested by Subpoena Duces Tecum* upon:

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

Steven Dahm, Esq.
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Darius Ogloza, Esq.
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**UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION**

In the Matter of

Docket No. 9327

**Polypore International, Inc.
a corporation**

PUBLIC DOCUMENT

TAB A



SUBPOENA DUCES TECUM

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

1. TO

ENTEK International LLC
250 N. Hansard Ave.
Lebanon, OR 97355

2. FROM

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

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.

3. PLACE OF PRODUCTION OR INSPECTION

Parker Poe Adams & Bernstein, LLP
Three Wachovia Center
401 S. Tryon Street, Suite 3000
Charlotte, NC 28202

4. MATERIAL WILL BE PRODUCED TO

Polypore International, Inc.

5. DATE AND TIME OF PRODUCTION OR INSPECTION

November 24, 2008 9:30 a.m.

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.

8. ADMINISTRATIVE LAW JUDGE

The Honorable D. Michael Chappell

Federal Trade Commission
Washington, D.C. 20580

9. COUNSEL REQUESTING SUBPOENA

Eric D. Welsh
(704) 335-9052

DATE ISSUED

October 24, 2008

SECRETARY'S SIGNATURE

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 ENTEK INTERNATIONAL LLC
ON BEHALF OF POLYPORE INTERNATIONAL, INC.
FTC DOCKET NO. 9327**

EXHIBIT A

I. REQUESTS

1. All documents describing any product in development by ENTEK to compete with Polypore lead acid battery separators.
2. All documents describing any product in development by any Third Party to compete with Polypore lead acid battery separators.
3. All documents listing or describing any manufacturing or production facility (including any expansion of the same or additions of separator lines) for lead acid battery separators in which ENTEK maintains any ownership interest including without limitation any such facility, whether currently operational or under construction or expansion, in the United States or the United Kingdom.
4. For any facility responsive to Request No. 3, all documents sufficient to reflect (a) the capital expenditure for the construction and start-up or expansion of such facility, (b) the date on which plans for such facility or expansion of such facility were approved, (c) the date on which construction began on such facility, (d) the date of commissioning or startup of such facility, (e) the production capacity of such facility, (f) the type of product(s) produced at such facility, (g) the anticipated end use(s) of the products manufactured at such facility, (h) the technology used at such facility to manufacture lead acid battery separators and (i) the cost of the lead acid battery separators manufactured and sold at such facility, including without limitation profit and loss statements and other documents reflecting the cost of manufacturing and selling such products, including shipping costs.
5. All documents relating to any communication between ENTEK and (a) Johnson Controls, Inc. ("JCI"), (b) Exide Technologies ("Exide"), (c) EnerSys, (d) East Penn Manufacturing Co., Inc. ("East Penn"), (e) Crown Battery Manufacturing Co. ("Crown"), (f) Trojan Battery Co. ("Trojan"), (g) US Battery Manufacturing Co. ("US Battery"), (h) C&D Technologies, Inc. ("C&D"), or (i) any other entity manufacturing batteries for sale in North America, concerning: (i) any actual or potential contract or agreement between such entity and ENTEK for the sale and purchase of lead acid battery separators, (ii) contemporaneous or future prices of lead acid battery separators, (iii) Polypore or (iv) Microporous.
6. All documents constituting or reflecting any actual or potential contract or agreement between ENTEK and (a) JCI, (b) Exide, (c) EnerSys, (d) East Penn, (e) Crown, (f) Trojan, (g) US Battery, (h) C&D, or (i) any other entity manufacturing lead acid batteries for sale in North America, for the sale by ENTEK to such entity of lead acid battery separators.
7. All documents relating to ENTEK's or any other manufacturer's share of any market for lead acid battery separators.

8. All documents discussing ENTEK's or any other manufacturer's share of any market for lead acid battery separators by product end use or other classification used by ENTEK to record market share for the sale of lead acid battery separators.

9. All documents relating to any actual or potential competitor of ENTEK for lead acid battery separators.

10. All documents relating to the geographic scope of competition for battery separators for lead acid batteries.

11. All documents relating to the scope of competition across products for battery separators for lead acid batteries.

12. All documents relating to the level or state of competition in the lead acid battery separator business prior to February 29, 2008.

13. All documents relating to the level or state of competition in the lead acid battery separator business after February 29, 2008.

14. All documents relating to ENTEK's pricing, including any database of pricing transactions, and pricing strategy for lead acid battery separators from January 1, 2003 to February 29, 2008.

15. All documents relating to ENTEK's pricing, including any database of pricing transactions, and pricing strategy for lead acid battery separators after February 29, 2008.

16. All documents sufficient to show or explain the factors used in ENTEK's making any adjustment to its price for lead acid battery separator under any contract with its customers.

17. All documents discussing, describing or referring to any product, either in commercial production or under development, that competes or is expected to compete with any lead acid battery separator manufactured by ENTEK.

18. For each Entek facility that has manufactured or is currently manufacturing lead acid battery separators, all documents discussing, describing or reflecting ENTEK's manufacture and/or sale of lead acid battery separators from such facility including documents reflecting the amount of product sold by dollar, units, square meters, and product type or brand, and the price of all such product sold.

19. For all products responsive to Request No. 17, all documents reflecting the actual or anticipated end use of the product sold by ENTEK and the destination of the shipment of such product.

20. All documents reflecting the identity and location of all customers purchasing lead acid battery separators from each of ENTEK's manufacturing facilities.

21. Documents sufficient to reflect the percentage of lead acid battery separators sold by ENTEK annually under contract with a duration in excess of one year as compared to total sales of lead acid battery separators by ENTEK during the same period of time.
22. Documents sufficient to reflect the prices of lead acid battery separators sold by ENTEK on a spot basis or under purchase orders or contracts of one year or less.
23. All documents relating to any patent either owned directly or indirectly by ENTEK, or for which ENTEK obtained either directly or indirectly a license, for technology or equipment used by ENTEK in the manufacture of lead acid battery separators.
24. All documents discussing or describing any technology used in the manufacture of battery separators for lead acid batteries.
25. All documents describing, discussing or reflecting products that currently compete or which could compete with lead acid battery separators including those products used for the following end uses or applications: golf car or cart; automotive; motorcycle; truck; train; fork lift; submarine; uninterrupted power supply for hospitals, telephone companies or other uses; and/or nuclear power plant.
26. All documents discussing or referring to any type of lead acid battery separator, including AGM separators, other than those used in flooded lead acid battery separators.
27. 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; automotive; motorcycle; truck; train; fork lift; submarine; uninterrupted power supply for hospitals, telephone companies or other uses; and/or nuclear power plant.
28. All documents relating to any testing or qualification of any lead acid battery separator produced by ENTEK during the period of January 1, 2000 to the present.
29. All documents relating to any current producer (excluding ENTEK) or potential entrant into the production or manufacture of lead acid battery separators.
30. All documents relating to any potential entry of Microporous into the business of manufacturing lead acid battery separators for sale to manufacturers of lead acid batteries for automotive use.
31. All documents relating to any potential entry or reentry of ENTEK into the business of manufacturing lead acid separators for sale to manufacturers of (a) golf cart batteries; (b) batteries for industrial or motive use, including for use in fork lift batteries or (c) batteries for uninterrupted power supply.
32. All documents discussing, describing or reflecting any actual or potential barrier to entry for suppliers or manufacturers of lead acid battery separators in (a) North America and (b) the world.

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

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

35. All documents reflecting any product or technology that is a substitute product or technology for lead acid battery separators for flooded lead acid batteries, including without limitation, those lead acid battery separators sold by ENTEK.

36. All documents, including affidavits and statements, which ENTEK provided to the FTC relating in any way to Polypore or Microporous.

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

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

39. All documents sufficient to show any contractual or commercial relationship between ENTEK and Bernard Dumas (or its affiliates), including without limitation, documents showing or reflecting: (a) the date any such contract or relationship began, (b) the commercial nature of the relationship or contract, (c) the products to which such relationship or contract applied, (d) the amount of product sold by either ENTEK or Bernard Dumas (of its affiliates) under such contract or relationship, (e) the amount of revenue obtained from such contract or relationship, and (f) the date such contract or relationship ended, expired or terminated, if applicable, for the period of January 1, 1999 to the present.

40. Any contract or other agreement between ENTEK and Bernard Dumas (or its affiliates) from January 1, 1999 to the present.

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 ENTEK International LLC 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 "ENTEK" for purposes of this request, means ENTEK International LLC or any of its parents, divisions, subdivisions, subsidiaries, affiliates, members, officers, directors or managing agents, attorneys, employees, consultants, 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, including 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. "FTC" means the Federal Trade Commission, and any of its directors, commissioners, employees, consultants and agents.
6. "Polypore matter" means the investigation conducted by the FTC under Rule No. 081-0131 and this Administrative Proceeding, Docket No. 9327.
7. "Investigation" means any FTC investigation, whether formal or informal, public or non-public.
8. "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 ENTEK International LLC or any of its subsidiaries or affiliates.
9. "Complaint" means the Complaint issued by the Federal Trade Commission to Polypore International, Inc. in Docket No. 9327.
10. "Relating to" means in whole or in part constituting, containing, concerning, discussing, describing, analyzing, identifying or stating.
11. Unless otherwise stated, the relevant time period for these requests is January 1, 2003 to the present.
12. The use of the singular shall be deemed to include the plural and vice versa.
13. 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.
14. 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.

15. The term "all" includes any and vice versa.
16. 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.
17. 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.
18. If a document database is provided, provide an explanation of the definitions used and the fields existing in such database.
19. 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.
20. 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 ENTEK International LLC 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 ENTEK International LLC of the individual who destroyed or returned the document.
21. 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 ENTEK International LLC to be served upon the following persons, at the addresses and through the means noted below:

Via Certified Mail:

ENTEK International LLC
250 N. Hansard Ave
Lebanon, OR 97355

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

COPY

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

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

7. The Parties shall not be obligated to challenge the propriety of any designation or treatment of information as Confidential Material and the failure to do so promptly shall not preclude any subsequent objection to such designation or treatment, or any motion seeking permission to disclose such material to Persons not otherwise entitled to access under the terms of this Protective Order. If Confidential Material is produced without the designation attached, the material shall be treated as Confidential from the time the Producing Party advises Complaint Counsel and Respondent's Counsel in writing that such material should be so designated and provides all the Parties with an appropriately labeled replacement. The Parties shall return promptly or destroy the unmarked materials.

8. Material produced in this Matter may be designated as confidential by placing on or affixing to the document containing such material (in such manner as will not interfere with the legibility thereof), or if an entire folder or box of documents is confidential by placing or affixing to that folder or box, the designation "CONFIDENTIAL-FTC Docket No. 9327" or any other appropriate notice that considered to be confidential material. Confidential information contained in electronic documents may also be designated as confidential by placing the designation "CONFIDENTIAL-FTC Docket No. 9327" or any other appropriate notice that identifies this proceeding, on the face of the CD or DVD or other medium on which the document is produced. The foregoing designation of "CONFIDENTIAL-FTC Docket No. 9327" shall not be required for confidentiality to apply to documents and information previously produced voluntarily or pursuant to a Civil Investigative Demand or subpoena during the investigational phase preceding this Matter for which confidential treatment was requested. Masked or otherwise redacted copies of documents may be produced where the portions deleted

contain privileged matter, provided that the copy produced shall indicate at the appropriate point that portions have been deleted and the reasons therefor.

9. Confidential Material shall be disclosed only to: (a) the Administrative Law Judge presiding over this proceeding, personnel assisting the Administrative Law Judge, the Commission and its employees, and personnel retained by the commission as experts or consultants for this proceeding, (b) judges and other court personnel of any court having jurisdiction over any appellate proceedings involving this matter, (c) court reporters in this matter, (d) outside counsel of record for Respondent, its associated attorneys and other employees of its law firm(s), provided they are not employees of Respondent, (e) Michael Shor, Polypore Special Counsel, (f) anyone retained to assist outside counsel in the preparation of hearing of this proceeding including consultants, provided they are not affiliated in any way with Respondent and have signed Exhibit A hereto, (g) any witness or deponent who may have authored or received the information in question; (h) any individual who was in the direct chain of supervision of the author at the time the Discovery Material was created or received, except that this provision does not permit disclosure of Industrial Growth partner or Warburg Pincus International documents to Polypore or former Microporous personnel who would not otherwise have had access to the Discovery Material; (i) any employee or agent of the entity that created or received the Discovery Material; (j) anyone representing the author or recipient of the Discovery Material in this Matter; and (k) any other Person(s) authorized in writing by the Producing Party.

10. Disclosure of confidential material to any person described in Paragraph 9 of this Protective Order shall be only for the purposes of the preparation and hearing of this Matter, or any appeal therefrom, and for no other purpose whatsoever; provided, however, that the

Commission may, subject to taking appropriate steps to preserve the confidentiality of such material, use or disclose confidential materials as provided by its Rules of Practice; Sections 6(f) and 21 of the Federal Trade Commission Act; or any other legal obligation imposed upon the Commission.

11. In the event that any Confidential Material is contained in any pleading, motion exhibit or other paper filed or to be filed with the Secretary of the Commission; the Secretary shall be so informed by the Party filing such papers, and such papers shall be filed under seal. To the extent that such material was originally submitted by a Third Party, the Party including the Materials in its papers shall immediately notify the submitter of such inclusion. Confidential Material contained in the papers shall remain under seal until further order of the Administrative Law Judge; provided, however, that such papers may be furnished to persons or entities who may receive Confidential Material pursuant to Paragraphs 9 or 10. Upon or after filing any paper containing Confidential Material, the filing party shall file on the public record a duplicate copy of the paper that does not reveal confidential material. Further, if the protection of any such material expires, a Party may file on the public record a duplicate copy which also contains the formerly protected material.

12. If counsel plans to introduce into evidence at the hearing any document or transcript containing Confidential Material produced by another Party or by a Third Party, they shall provide ten (10) days advance notice to the other Party or Third Party for purposes of allowing that Party or Third Party to seek an order that the document or transcript be granted in camera treatment. If that Party or Third Party wishes in camera treatment for the document or transcript, the Party or Third Party shall file an appropriate motion with the Administrative Law

Judge. Where in camera treatment is granted, a duplicate copy of such document or transcript with the Confidential Material deleted therefrom may be placed on the public record.

13. If any Party receives a discovery request in another proceeding that may require the disclosure of Confidential Material submitted by another Party or Third Party, the recipient of the discovery request shall promptly notify the submitter of receipt of such request. Unless a shorter time is mandated by an order of a court, such notification shall be in writing and be received by the submitter at least 10 business days before production, and shall include a copy of this Protective Order and a cover letter that will apprise the submitter of its rights hereunder. Nothing herein shall be construed as requiring the recipient of the discovery request or anyone else covered by this Order to challenge or appeal any order requiring production of Confidential Material, to subject itself to any penalties for non-compliance with any such order, or to seek any relief from the Administrative Law Judge or the Commission. The recipient shall not oppose the submitter's efforts to challenge the disclosure of confidential material. In addition, nothing herein shall limit the applicability of Rule 4.11(e) of the Commission's Rules of Practice, 16 C.F.R. §4.11(e), to discovery requests in another proceeding that are directed to the Commission.

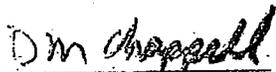
14. At the time that any consultant or other person retained to assist counsel in the preparation of this action concludes participation in the action, such person shall return to counsel all copies of documents or portions thereof designated confidential that are in the possession of such person, together with all notes, memoranda or other papers containing judicial review, the parties shall return documents obtained in this action to their submitters, provided, however, that the Commission's obligation to return documents shall be governed by the provisions of Rule 4.12 of the Rules of Practice, 16 C.F.R. §4.12.

15. The inadvertent production or disclosure of any Discovery Material, which a Producing Party claims should not have been produced or disclosed because of a privilege, will not be deemed to be a waiver of any privilege to which the Producing Party would have been entitled had the privileged Discovery Material not inadvertently been produced or disclosed. The inadvertent production of a privileged document shall not in itself be deemed a waiver of any privilege applicable to any other documents relating to the subject matter.

16. This Protective Order shall not apply to the disclosure by a Producing Party or its counsel of its own Confidential Material.

17. The provisions of this Protective Order, insofar as they restrict the communication and use of confidential discovery material, shall, without written permission of the submitter or further order of the Commission, continue to be binding after the conclusion of this proceeding.

ORDERED:


D. Michael Chappell
Administrative Law Judge

Date: October 23, 2008

Material also include the duty and obligation to:

- a. maintain such Confidential Material in separate locked room(s) or locked cabinet(s) when such Confidential Material is not being reviewed;
- b. return such Confidential Material to Complaint Counsel or Respondent's Outside Counsel, as appropriate, upon the conclusion of my assignment or retention; or upon conclusion of this Matter; and
- c. use such Confidential Material and the information contained therein solely for the purpose of rendering consulting services to a Party to this Matter, including providing testimony in judicial or administrative proceedings arising out of this Matter.

5. I am fully aware that, pursuant to Section 3.42(h) of the FTC Rules of Practice, 16 C.F.R. § 3.42(h), my failure to comply with the terms of the Protective Order may constitute contempt of the Commission and may subject me to sanctions.

Date: _____

Full Name [Typed or Printed]

Signature

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

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

Docket No. 9327

PUBLIC DOCUMENT

TAB B

From: Welsh, Eric D.

Sent: Wednesday, January 07, 2009 11:12 AM

To: 'DARIUS.OGLOZA@LW.com'; Hanno.Kaiser@lw.com; Brett.Collins@lw.com

Subject: In re Polypore International, Inc.

Darius

In our "meet and confer" call yesterday, you continue to persist in your position that Entek would not make Mr. Keith available for a deposition. You also refuse to produce Mr. Bell, whether in the US or UK for an examination. While you agreed to produce Mr. Weerts both individually and as a corporate witness, you did not provide any date for that deposition. You also were unable to provide any commitment on when we would receive Entek's production pursuant to our agreement. This is unacceptable.

As you must acknowledge, we have worked hard to address Entek's concerns in discovery. We served our subpoena duces tecum on or about November 10, 2008 which called for production on November 24, 2008. Entek raised some objection to that discovery and sought to block the FTC production of documents to us of documents that Entek provided to the FTC during the investigational hearing and prior to the drafting of the complaint. After many lengthy conference calls, including on November 14, November 18, November 24, December 5, we resolved those issues and reached an agreement in principle on all of the substantive issues in early December for the production of documents. In fact, by the second week of December, our only issues remaining were as to the identity of the three custodians and the issues surrounding confidentiality. It was our expectation that Entek would have been working diligently on gathering documents (many of which had already been produced to the FTC in the investigational hearing). As of today, however, we received only a six page affidavit which had been executed in July 2008. Other than this one affidavit, previously submitted to the FTC, we have received nothing further from Entek and, as noted above, you were unable to commit to any date for completion of the production. (I am surprised that we have not even received Entek's CID response which Hanno advised on December 10 we would receive. This would not be difficult to copy and email to us, as you did the affidavit.) As I advised, I need Entek's documents by January 12, 2009. You could not commit to a production by that date. We have no choice but to move to compel Entek's production.

With respect to Mr. Keith and Mr. Bell's examinations, we are entitled to discovery of these witnesses under the FTC Rules of Practice. As I said, we intend to keep our examinations focused and will minimize the time commitment imposed on these witnesses. Your proposal that we proceed with Mr. Weerts first and then see if we require Mr. Keith's deposition is unacceptable. First, we believe Mr. Keith was directly involved in many important matters relevant to this action including in dealing with Entek's customers, strategic planning for Entek and Entek's expansion efforts in the UK and related customer agreements. We are entitled to discovery regarding his personal involvement and recollections of these and other matters and are not required to limit our examination to only Mr. Weerts. Second, it is unreasonable to require Respondent to travel across the country twice to take these depositions. In order to maximize efficiencies and reduce costs, we continue to believe that the depositions should occur during the same trip to Portland. It would seem that this would be more efficient for you as well. Third, our schedule does not permit us to divide up the depositions as you suggest. Entek is not the only company that we are deposing. We are also busy covering the FTC depositions of Respondent's witnesses. With our discovery cut off in mid February, we simply cannot accommodate such a request.

With respect to Mr. Bell, I continue to be very troubled by Entek's response. In your letter of December 22, which was negotiated at length with us over December, you agreed to search for documents from Mr. Bell as one of the three custodians. This was a compromise to our request for a larger search to be undertaken by your client. You also represented to us in that letter that Mr. Bell was Vice President of International Sales of Entek. It is at best disingenuous to now claim that he does not have relevant information in this matter or that he is not under the control of Entek. We continue to seek the depositions of both of these gentlemen.

If you would like to discuss this with me, please let me know.

Eric

Eric Welsh

Partner

Ext. 9052

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

In the Matter of

Docket No. 9327

**Polypore International, Inc.
a corporation**

PUBLIC DOCUMENT

TAB C

Welsh, Eric D.

From: Welsh, Eric D.

Sent: Monday, November 24, 2008 2:16 PM

To: 'darius.ogloza@lw.com'; 'hanno.kaiser@lw.com'; 'brett.collins@lw.com'

Cc: Shor, Michael, Polypore/US

Subject: In re Polypore International Inc., Docket No. 9327

I look forward to speaking with you shortly.

Best regards,

Eric Welsh

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

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

CASE NO. 9327

PUBLIC DOCUMENT

DECLARATION OF MICHAEL L. SHOR IN SUPPORT OF
POLYPORE INTERNATIONAL, INC.'S OPPOSITION
TO ENTEK'S MOTION FOR PROTECTIVE ORDER

I, Michael L. Shor, under penalty of perjury, declare that the following is true and correct to the best of my knowledge:

1. I am an attorney duly licensed to practice before the courts of the State of North Carolina.

2. I am employed by Carolina Legal Staffing and, since April 7, 2008, I have served as Special Counsel for Polypore International, Inc., Respondent in this matter.

3. From April 2008 until early September 2008, my primary function at Polypore was to assist the Company in responding to the investigation conducted by the FTC. My role was to manage outside counsel and to coordinate the Company's response to the FTC's CID and subpoena duces tecum.

4. I attended some of the investigative hearings, participated in several of the Company's meetings with staff and provided substantive advice and counsel to the Company while managing outside counsel.

5. On several occasions, I provided advice and counsel to Polypore's

Daramic unit by participating in telephone conversations with representatives of Johnson Controls, Inc. for the purpose of negotiating a supply contract for deep cycle battery separators and by revising drafts of the contract. On other occasions, I assisted the Celgard and Membrana units of Polypore with various customer and business-related matters.

6. Commencing on September 9, on the issuance of the administrative complaint in this matter, my responsibilities shifted to managing the litigation for the Company. I was involved in retaining outside counsel and I am actively involved in managing and coordinating all aspects of the case, including managing outside counsel and coordinating the collection of data and responsive documents. I am also involved in advising the Company on the substance of the litigation and offering strategic guidance to counsel.

7. During the negotiation of the Protective Order entered in this case, Complaint Counsel objected to my access to confidential materials, asserting the same concerns as those raised by Entek here. I advised Complaint Counsel that I have not participated in any contract negotiations for Daramic since early August and I represented to Complaint Counsel that I will not participate in any such negotiations for a period of two years. Following that representation, Complaint Counsel agreed to the Protective Order and it was entered by the ALJ.

8. During discovery and trial preparation, I will review documents and materials produced by third parties—including those identified as confidential—and, bringing the Company's perspective to bear on the case, advise outside counsel on the conduct of the litigation. I am not permitted to, and I will not, share any confidential

material or information with Company representatives.

9. Any review of third party, confidential, documents that I undertake will take place at the offices of Parker Poe, our outside counsel. I will not load or send any third party, confidential, documents to the Polypore computer system, nor will I remove any copies of any confidential documents from Parker Poe.

I declare, under the penalty of perjury, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signed this 24 th day of November 2008, in Charlotte, North Carolina.

By: 
Michael L. Shor, Esq.
Special Counsel
Polypore International, Inc.
11430 North Community House Road
Suite 350
Charlotte, NC 28277
Tel: (704) 587-8450
Fax: (704) 587-8796
mshor@polypore.net

Welsh, Eric D.

From: Welsh, Eric D.
Sent: Monday, November 24, 2008 6:12 PM
To: 'darius.ogloza@lw.com'; 'hanno.kaiser@lw.com'; 'brett.collins@lw.com'
Cc: 'Shor, Michael, Polypore/US'; Rikard, Jr., William L.
Subject: In re Polypore International, Inc., Docket No. 9327

Here is the email that I mentioned.

Best regards,

Eric Welsh



E-Mail to Steven
Dahm.PDF (38 ...

Welsh, Eric D.

From: Welsh, Eric D.
Sent: Friday, November 07, 2008 4:53 PM
To: Dahm, Steven A.
Cc: 'Robertson, J. Robert'; Rikard, Jr., William L.
Subject: In re Polypore International Inc., Case No. 9327

Steven

Per our conversation, I provide the following statement regarding Mr. Shor. I think this is what you have asked for. If you need something else, let me know.

Michael Shor is employed by Carolina Legal Staffing and is serving as Special Counsel to Polypore International Inc. ("Polypore"); Mr. Shor is not an employee of Polypore. Mr. Shor's responsibilities are principally in managing this litigation. Mr. Shor has provided some legal advice to other business units of Polypore, namely Celgard and Membrana, and for a limited period of time, ending in early August, participated in conference calls with JCI related to negotiations for a contract for deep cycle separators.

Polypore and Mr. Shor have agreed that Mr. Shor will not provide legal advice or counsel to Polypore regarding its customer contract negotiations on the lead acid separator business for a period of two years. He will, however, continue to provide legal advice to the Celgard and Membrana business units and if called on, may assist Daramic in any legal action involving its customers. Mr. Shor will also continue his responsibility with respect to the FTC action.

Best regards,

Eric

11/20/2008

Welsh, Eric D.

From: Welsh, Eric D.
Sent: Tuesday, November 25, 2008 5:09 PM
To: 'darius.ogloza@lw.com'; 'hanno.kaiser@lw.com'; 'brett.collins@lw.com'
Cc: Rikard, Jr., William L.
Subject: In re Polypore International, Inc., Docket No. 9327

Darius, Hanno and Brett-

Thank you for speaking with me yesterday. We seem to be moving forward in a productive manner.

I checked on the issue that you raised about limiting the start date to Jan. 1, 2006. Unfortunately, we cannot do that. The FTC's complaint covers a much broader time period and in order to assert our defenses, we need to cover more than the last two years. Moreover, the FTC's discovery to us has also used a general start date of January 1, 2003, although some requests go back even further. Evidently, the FTC finds this time period to be relevant. I am conscious of issues of burden. By limiting the requests, generally speaking, to the period after January 1, 2003, we feel that we have reached a middle ground where we have limited the demand to your client but still seek the information that is necessary to our defense. If there are other ways to address your concerns, I would be more than happy to consider them.

Also, I checked on Darius' suggestion of redacting customer names. Unfortunately, this will not work either. It is important that we be able to match up customers to pricing in order to address the issues in this matter. I understand the question that you have raised here relates to confidentiality. By this time, you should have received (1) Mr. Shor's declaration, (2) the statement I provided to the FTC counsel prior to finalizing the protective order, and (3) the protective order itself, which was presented to the Administrative Law Judge at a hearing on October 22, 2008 and later signed. I believe we have more than adequately addressed any questions that you have raised on this point.

Thank you for your continued attention to this matter. I look forward to receiving your letter on Tuesday.

Best regards,

Eric Welsh

Welsh, Eric D.

From: Welsh, Eric D.
Sent: Friday, December 05, 2008 6:21 PM
To: DARIUS.OGLOZA@LW.com; Hanno.Kaiser@lw.com; 'Brett.Collins@lw.com'
Subject: In re Polypore International, Inc, Docket No 9327

Darius

I just left you a brief message concerning the subpoena. I spoke with my client. We agree with Hanno's proposal. Mr. Shor will not have access to ENTEK's production and we will handle that in a letter between our firms. I wanted to get that to you quickly so you can talk with your client and draw our discussions to a conclusion. As I mentioned, if your client is not willing to provide documents and information for the time period of January 1, 2003 to the present, then please prepare the motion to the Administrative Law Judge. I think the clock should start on this issue today.

Also, as I mentioned, we need to know the identity of three custodians. I would appreciate it if you would provide those names to me as soon as possible. As I also mentioned, we are willing to proceed with the "sufficient to show" and "written response" noted in your December 3 letter provided that it is without prejudice to our right to request specific additional information from ENTEK should we view it necessary and provided that a witness would be made available to testify about the written responses. Finally, as we discussed, we need the identity of the customers but I understand that ENTEK's objection there is now moot with our agreement about Mr. Shor.

I look forward to hearing from you very soon with respect to ENTEK's compliance with the subpoena. Thank you again for your time and efforts. I thought the conversation was productive and, in light of what you said, this should expedite ENTEK's production.

Best regards,

Eric Welsh

Welsh, Eric D.

From: Welsh, Eric D.
Sent: Tuesday, December 09, 2008 12:41 PM
To: 'hanno.kasier@lw.com'
Cc: 'darius.ogloza@lw.com'; 'brett.collins@lw.com'
Subject: In re Polypore International, Inc., Docket No. 9327

Hanno

I received your message yesterday. I look forward to receiving the letter today. We must have the issues resolved today. As I understand your message, your client has agreed to our start date of January 1, 2003. As we discussed, this was the largest issue before us on Friday and Darius stated that if we resolved the issue in Entek's favor regarding Mr. Shor, that he would recommend that Entek agree to our start date. I have agreed with respect to Mr. Shor based on the understanding that your client will agree to our start date. Again, as Darius said, "a fair horse trade."

If my understanding is incorrect regarding your client's agreement with respect to our start date, please let me know immediately. Also, as I mentioned on Friday, I consider the time for Entek to file its motion to have begun if your client is not in agreement on this time frame. It sounds like that issue is behind us though. Finally, I look forward to hearing your thoughts on the three custodians referred to in Darius' letter.

Best regards,

Eric Welsh

Welsh, Eric D.

From: Welsh, Eric D.
Sent: Tuesday, December 09, 2008 12:42 PM
To: 'hanno.kaiser@lw.com'
Cc: 'darius.ogloza@lw.com'; 'brett.collins@lw.com'
Subject: FW: In re Polypore International, Inc., Docket No. 9327

-----Original Message-----

From: Welsh, Eric D.
Sent: Tuesday, December 09, 2008 12:41 PM
To: 'hanno.kasier@lw.com'
Cc: 'darius.ogloza@lw.com'; 'brett.collins@lw.com'
Subject: In re Polypore International, Inc., Docket No. 9327

Hanno

I received your message yesterday. I look forward to receiving the letter today. We must have the issues resolved today. As I understand your message, your client has agreed to our start date of January 1, 2003. As we discussed, this was the largest issue before us on Friday and Darius stated that if we resolved the issue in Entek's favor regarding Mr. Shor, that he would recommend that Entek agree to our start date. I have agreed with respect to Mr. Shor based on the understanding that your client will agree to our start date. Again, as Darius said, "a fair horse trade."

If my understanding is incorrect regarding your client's agreement with respect to our start date, please let me know immediately. Also, as I mentioned on Friday, I consider the time for Entek to file its motion to have begun if your client is not in agreement on this time frame. It sounds like that issue is behind us though. Finally, I look forward to hearing your thoughts on the three custodians referred to in Darius' letter.

Best regards,

Eric Welsh

Eric Welsh
Partner
Ext. 9052

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

In the Matter of

Docket No. 9327

**Polypore International, Inc.
a corporation**

PUBLIC DOCUMENT

TAB D

Welsh, Eric D.

From: Welsh, Eric D.
Sent: Wednesday, December 10, 2008 1:48 PM
To: 'Hanno.Kaiser@lw.com'
Cc: DARIUS.OGLOZA@LW.com; Brett.Collins@lw.com
Subject: RE: ENTEK; discovery agreement

Darius:

Thank you for your letter. I have talked with my client and we have the following in response.

First, as we discussed over the telephone, Hanno's proposal on confidentiality was to treat certain information as highly confidential, and it was that information that we agreed with you Mr. Shor would not see. There was no discussion of "Safe Locations." Now, the proposed agreement from you not only excludes Mr. Shor from all confidential documents, but it also includes the restriction of having the "Most Sensitive Information" reviewed at only "Safe Locations" during normal business hours. This is unreasonable, excessive and unnecessary. In order to move this along, we will agree to exclude Mr. Shor as to all of Entek's production, but I cannot agree to the Safe Location provision as it is far too restrictive on my ability to engage in discovery and prepare for trial and imposes undue expense to me and my economists. We have come quite far in our repeated concessions to address confidentiality concerns of your client. If this is not satisfactory, then please file your motion.

Second, as to the list of those individuals in the "Disclosure Group," it would need to include our industry expert once we have notified you per paragraph 6. The Group would also need to include Entek's witnesses, court reporters, the court, and the others referred to in paragraph 9 of the Protective Order (excluding Mr. Shor).

Third, we will agree to notify you of the industry expert, but absent your filing a motion, we would be permitted to show the documents to such person ten days after our notification to you.

Fourth, Entek Information must be able to be removed from Restricted Locations for depositions and hearings. I assume the FTC would want to receive a copy too, but your agreement excludes that ability.

Fifth, I would like the return of Entek information (paragraph 5) to parallel the language in the Protective Order.

Sixth, your letter does not mention our right to seek additional information should the written responses or sufficient to show productions not fully respond to the level of inquiry sought. As I said, you would reserve your right to object.

Seventh, your letter does not mention our right to have a witness tendered to respond to questions regarding such responses.

Eighth, please verify that the response to Request Nos. 3 and 4 will cover any such facility owned directly or indirectly by ENTEK.

Ninth, you have limited the custodian to Mr. Weerts. We understood that you were proposing three custodians to search. We were agreeable to that proposal but needed to know the identity of those custodians. I did not think this was unreasonable. You have now dropped the inquiry to a single person in this organization. We request you also search Mr. Graham Fraser Bell's and Rob Keith's files.

Tenth, please include documents covering North America and the World in response to Request No. 6.

I think we have now narrowed all of the issues down. If there is anything left that we need to discuss, let me know today. Otherwise, please revise the letter accordingly and send it to me for signature or file your motion with the ALJ.

Thank you for your attention to this matter.

Eric Welsh

-----Original Message-----

From: Hanno.Kaiser@lw.com [mailto:Hanno.Kaiser@lw.com]
Sent: Tuesday, December 09, 2008 7:32 PM
To: Welsh, Eric D.
Cc: DARIUS.OGLOZA@LW.com; Brett.Collins@lw.com
Subject: ENTEK; discovery agreement

Dear Eric:

As discussed, please find attached our proposed discovery agreement. Please let us know if you have any questions.

Best,
Hanno

Hanno F. Kaiser | LATHAM & WATKINS LLP | 505 Montgomery Street, San Francisco, CA 94111-6538 | P: 415.395.8856, F: 415.395.8095, E: hanno.kaiser@lw.com | Admitted in NY. CA bar admission pending.

To comply with IRS regulations, we advise you that any discussion of Federal tax issues in this e-mail was not intended or written to be used, and cannot be used by you, (i) to avoid any penalties imposed under the Internal Revenue Code or (ii) to promote, market or recommend to another party any transaction or matter addressed herein.

For more information please go to <http://www.lw.com/docs/irs.pdf>

This email may contain material that is confidential, privileged and/or attorney work product for the sole use of the intended recipient. Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies.

Latham & Watkins LLP

Welsh, Eric D.

From: Welsh, Eric D.
Sent: Friday, December 12, 2008 4:59 PM
To: 'Hanno.Kaiser@lw.com'
Cc: DARIUS.OGLOZA@LW.com; Brett.Collins@lw.com
Subject: RE: DRAFT Discovery Agreement ENTEK/Polypore

Hanno

I will get back to you later today or Monday on your latest.

Thanks.

Eric

-----Original Message-----

From: Hanno.Kaiser@lw.com [mailto:Hanno.Kaiser@lw.com]
Sent: Thursday, December 11, 2008 4:10 PM
To: Welsh, Eric D.
Cc: DARIUS.OGLOZA@LW.com; Brett.Collins@lw.com
Subject: DRAFT Discovery Agreement ENTEK/Polypore

Dear Eric:

Please find attached, as discussed, a further revised version of the Discovery Agreement. As you will see, we accepted virtually all of your proposed changes and requests. Specifically:

- [1] The Safe Location concept has been removed.
- [2] The Disclosure Group has been expanded per your request.
- [3] As to the industry expert, the new provision strikes a reasonable compromise. We have 10 days in which to file a motion; in return we get information about the proposed expert and one short interview if required. The new provision also clarifies that the expert must be a Polypore outsider. That should not be controversial.
- [4] Documents may now be removed from Safe Locations for the purposes you identified.
- [5] The process of returning ENTEK documents now follows the concept in the PO.
- [6] Polypore's reservation of rights in case of claims of insufficient compliance with the agreement have been clarified.
- [7] Polypore has the right to call a witness; that, in my view, had already been part of the previous draft.
- [8] Request Nos. 3 and 4 will cover facilities owned directly or indirectly by ENTEK; we added language to clarify that point.
- [9] We're fine with adding Graham Fraser Bell per your request. In lieu of Rob Keith, however, we propose Greg Humphrey, North & South America Account Manager. Greg is a much better and more direct source for detailed information about actual or potential contracts, separator prices, Polypore and Microporous (i.e., the information requested in Spec. 5) than Rob Keith. Moreover, the vast majority of relevant information requested in Spec. 5 in Rob Keith' files would likely be duplicative with the much more detailed set contained in the files of Dan Weerts. As a result, the benefit to Polypore of including Rob Keith would be minimal, whereas the burden on ENTEK of having its CEO divert significant time and attention away from operations at a time of overall financial and economic crisis and at a critical time of the business year would be significant and harmful to the company. Including Rob Keith would thus be unduly burdensome.

[10] As discussed yesterday, we did not make any changes to Spec. 6.

Best,
Hanno

Hanno F. Kaiser | LATHAM & WATKINS LLP | 505 Montgomery Street, San Francisco, CA 94111-6538 | P: 415.395.8856, F: 415.395.8095, E: hanno.kaiser@lw.com | Admitted in NY. CA bar admission pending.

To comply with IRS regulations, we advise you that any discussion of Federal tax issues in this e-mail was not intended or written to be used, and cannot be used by you, (i) to avoid any penalties imposed under the Internal Revenue Code or (ii) to promote, market or recommend to another party any transaction or matter addressed herein.

For more information please go to <http://www.lw.com/docs/irs.pdf>

This email may contain material that is confidential, privileged and/or attorney work product for the sole use of the intended recipient. Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies.

Latham & Watkins LLP

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

In the Matter of

Docket No. 9327

Polypore International, Inc.
a corporation

PUBLIC DOCUMENT

T A B L E

Darius C. Ogloza
Direct Dial: 415-395-8149
darius.ogloza@lw.com

505 Montgomery Street, Suite 2000
San Francisco, California 94111-6538
Tel: +1.415.391.0600 Fax: +1.415.395.8095
www.lw.com

LATHAM & WATKINS LLP

December 22, 2008

VIA EMAIL

Eric D. Welsh
Parker Poe Adams & Bernstein LLP
Three Wachovia Center, Suite 3000
401 South Tryon Street
Charlotte, NC 28202

FIRM / AFFILIATE OFFICES
Abu Dhabi Munich
Barcelona New Jersey
Brussels New York
Chicago Northern Virginia
Doha Orange County
Dubai Paris
Frankfurt Rome
Hamburg San Diego
Hong Kong San Francisco
London Shanghai
Los Angeles Silicon Valley
Madrid Singapore
Milan Tokyo
Moscow Washington, D.C.

File No. 030380-0007

Re: In the Matter of Polypore International, Inc., Case No. 9327

Dear Eric:

This letter, if countersigned by you, modifies the subpoena *duces tecum* served on ENTEK International LLC (“ENTEK”) by Polypore International, Inc. (“Polypore”) on November 6, 2008 (“Subpoena”) and constitutes an agreement (“Agreement”) between Polypore and ENTEK (jointly, the “parties”), resolving all discovery issues and disputes raised in connection with the Subpoena. The Agreement affords additional protection to documents and other information to be produced by ENTEK in response to the Subpoena (“ENTEK Information”), and at the same time ensures that a group of outside counsel and advisors to Polypore, defined below, will obtain access to ENTEK Information that Polypore requires for its defense in a timely manner. The Agreement shall not limit Polypore’s right to interview or seek relevant deposition testimony from ENTEK personnel, or additional ENTEK Information if Polypore believes that the ENTEK Information produced fails to respond to the level of inquiry described in this letter. Correspondingly, ENTEK reserves its right to object to such requests.

I. General Agreements

(1) Date cutoff: The default date cut off for the Subpoena is January 1, 2003.

(2) Disclosure Group and Michael L. Shor: Disclosure of ENTEK Information is limited to the following individuals: (a) outside antitrust litigation counsel, i.e., Parker Poe Adams & Bernstein LLP (“Parker Poe”) attorneys staffed on the matter; (b) outside antitrust economists (e.g., CRAI, CompassLexecon, LECG, Brattle Group) retained by Polypore as consultants or testifying experts for purposes of this litigation (“Economic Experts”); (c) Approved Industry Experts as defined in paragraph (5) below; (d) Administrative Law Judge presiding over this proceeding, personnel assisting the Administrative Law Judge, the Commission and its employees, and antitrust economists retained by the Commission as experts or consultants for this proceeding; (e) judges and other court personnel of any court having jurisdiction over any

LATHAM & WATKINS LLP

appellate proceedings involving this matter; (f) court reporters in this matter; (g) any ENTEK witness or deponent who may have authored or received the ENTEK Information; and (h) any other person(s) to whom ENTEK agrees to in writing. Each individual member of the Disclosure Group identified in (2)(a)(b)(c) and (h) shall sign and return a copy of this letter to Brett Collins, Esq., LATHAM & WATKINS LLP, 505 Montgomery Street, San Francisco, CA 94111 (brett.collins@lw.com) prior to accessing any ENTEK Information. For purposes of clarification, Michael L. Shor is not a member of the Disclosure Group, and no ENTEK Information may be shared, disclosed, or made available in any way, directly or indirectly, to him.

(3) Access to ENTEK Information: In order to prevent disclosure of ENTEK Information to Polypore beyond the Disclosure Group, as defined in (2) above, all ENTEK Information shall only be maintained in and accessed from the offices of Parker Poe, those of the Economic Experts and/or those of the Approved Industry Experts (together, the "Restricted Locations"). In the event that ENTEK Information is imported into a document review system, such ENTEK Information shall be accessed only from terminals located in a Restricted Location. Access to any document review system shall be password protected. The distribution of passwords shall be limited to members of the Disclosure Group. No ENTEK Information may be removed from the Restricted Locations except as necessary to transfer ENTEK Information from one Restricted Location to another (e.g., from Parker Poe to the Economic Experts). ENTEK Information that will be used as exhibits at depositions, hearings or trial may be removed from the Restricted Locations for that purpose only and, after use, must be returned to a Restricted Location. For purposes of clarification, Polypore may provide the Commission with a copy of ENTEK Information produced in response to the Subpoena as required by the Scheduling Order, dated October 22, 2008.

(4) Return of ENTEK Information: Upon the completion of the present proceedings and any related appeal, the Disclosure Group shall return all ENTEK Information obtained in this action to ENTEK and no copies may be maintained.

(5) Industry experts: Should Polypore retain industry experts – as opposed to Economic Experts – in connection with this proceeding and wish to disclose ENTEK information to such experts, Polypore shall notify ENTEK of its intent and identify the industry expert(s) to whom it wishes to disclose such information along with sufficient information about the proposed expert(s) to permit ENTEK to ascertain whether the proposed expert is acceptable (including, but not limited to, a curriculum vitae). Moreover, and to the same end, Polypore shall at ENTEK's request make any proposed industry expert(s) available for one telephone interview not to exceed one (1) hour. Any industry expert shall not have been employed by Polypore and shall not be employed by Polypore or provide consulting services to Polypore (outside of the present matter) for a period of two (2) years after the final resolution of this proceeding. For purposes of clarification, the industry expert must under no circumstances disclose ENTEK Information to anyone outside of the Disclosure Group. ENTEK shall have the opportunity to file a motion for protective order with the Administrative Law Judge, seeking to stop disclosure of ENTEK Information to the noticed industry expert(s) within (10) business days of receipt of the notice. In the event that ENTEK does not seek a protective order, the noticed expert(s) shall be considered approved after expiration of the ten (10) business day period or written approval notice from ENTEK, whichever is earlier ("Approved Industry Experts").

(6) No waiver of privilege: For purposes of clarification, the parties do not interpret this Agreement as requiring ENTEK to waive its right to withhold from production any information protected from discovery by the attorney-client privilege, the work product doctrine, the common interest doctrine or any other applicable discovery privilege or exemption.

(7) Remedies: The parties acknowledge and agree that breach of the General Agreements may cause irreparable injury to ENTEK for which monetary damages are not a sufficient remedy. Accordingly, ENTEK may seek injunctive relief and any other available equitable remedies to enforce these provisions without posting a bond if otherwise required by law. For purposes of clarification, this provision in no way limits ENTEK's rights to seek monetary, including punitive damages for breach of this agreement and/or improper disclosure of ENTEK Information from Polypore, Parker Poe, the Economic Experts, and other natural persons or entities as the case may be. Moreover, this Agreement shall in no way limit ENTEK's rights under the Protective Order dated October 23, 2008.

II. Agreements With Respect to Specific Requests

Request Nos. 1 and 2: ENTEK shall produce a written response listing all products in development by ENTEK or any Third Party to compete with Polypore lead acid battery separators.

Request No. 3 and 4: ENTEK shall produce a written response listing manufacturing or production facilities for lead acid battery separators in which ENTEK maintains any direct or indirect ownership interest. The written response shall include the following information: (a) the capital expenditure for the construction and start-up or expansion of such facility, (b) the date on which plans for such facility or expansion of such facility were approved, (c) the date on which construction began on such facility, (d) the date of commissioning or startup of such facility, (e) the production capacity of such facility, (f) the type of product(s) produced at such facility, (g) the anticipated end use(s) of the products manufactured at such facility, (h) the technology used at such facility to manufacture lead acid battery separators and (i) the cost of the lead acid battery separators manufactured and sold at such facility, including without limitation the cost of manufacturing and selling such products, including shipping costs.

Request No. 5: ENTEK shall produce copies of responsive documents from the files of Dan Weerts, Vice President of Sales & Marketing, Graeme Fraser-Bell, Vice President International Sales, and Greg Humphrey, North & South America Account Manager, on the basis of a list of specific search terms to be agreed upon by the parties.

Request No. 6: ENTEK shall produce copies of the supply agreements and proposals for supply agreements, excluding drafts, between ENTEK and (a) JCI, (b) Exide, (c) EnerSys, (d) East Penn, (e) Crown, (f) Trojan, (g) US Battery, (h) C&D, or (i) any other entity manufacturing lead acid batteries for sale in North America, for the sale by ENTEK to such entity of lead acid battery separators.

LATHAM & WATKINS^{LLP}

Request Nos. 7-8, 10-13: ENTEK shall produce documents sufficient to show the information sought by these requests.

Request Nos. 14-16: ENTEK shall produce a written response reflecting the information sought.

Request Nos. 9, 17, 25, 29: ENTEK shall produce documents sufficient to show the information sought by these requests.

Request Nos. 18-23, 27: ENTEK shall produce written responses reflecting information sought by these requests.

Request No. 24: Polypore has withdrawn this request.

Request Nos. 26, 35: ENTEK shall produce documents sufficient to show the information sought by these requests.

Request No. 28: ENTEK shall produce documents sufficient to show customer testing or qualification of any lead acid battery separator produced by ENTEK.

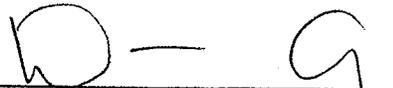
Request Nos. 30, 33, 34 and 36-38: ENTEK shall produce documents in response to these requests.

Request Nos. 31 and 32: ENTEK shall produce documents sufficient to show the information sought by these requests.

Request Nos. 39 and 40: ENTEK shall produce documents in response to these requests.

ENTEK will seek reimbursement for costs incurred in connection with the search for and production of the materials requested by Polypore.

Best regards,



Darius Ogloza
of LATHAM & WATKINS^{LLP}
Counsel for ENTEK International LLC

Eric D. Welsh
of PARKER POE ADAMS & BERNSTEIN^{LLP}
Counsel for Polypore International, Inc.

cc: Hanno F. Kaiser

Disclosure Group Signatures

Name
Affiliation
Date

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

In the Matter of

Docket No. 9327

**Polypore International, Inc.
a corporation**

PUBLIC DOCUMENT

TAB F



SUBPOENA AD TESTIFICANDUM

Issued Pursuant to Rule 3.34(a)(1), 16 C.F.R. § 3.34(a)(1) (1997)

<p>1. TO</p> <p>Mr. Robert Keith Chief Operating Officer ENTEK International LLC 250 N. Harsard Ave. Lebanon, OR 97355</p>	<p>2. FROM</p> <p>UNITED STATES OF AMERICA FEDERAL TRADE COMMISSION</p>
--	---

This subpoena requires you to appear and give testimony, at the date and time specified in Item 5, at the request of Counsel listed in Item 8, in the proceeding described in Item 6.

<p>3. PLACE OF HEARING</p> <p>Miller Nash 111 S.W. Fifth Avenue Portland, Oregon 97204</p>	<p>4. YOUR APPEARANCE WILL BE BEFORE Counsel for Respondent and a person authorized by law to administer oaths.</p> <hr/> <p>5. DATE AND TIME OF HEARING OR DEPOSITION</p> <p>1/20/09 at 9:00 AM</p>
--	--

6. SUBJECT OF PROCEEDING

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

<p>7. ADMINISTRATIVE LAW JUDGE</p> <p>The Honorable D. Michael Chappell</p> <p>Federal Trade Commission Washington, D.C. 20580</p>	<p>8. COUNSEL REQUESTING SUBPOENA</p> <p>Eric D. Welsh Three Wachovia Center Suite 300 401 South Tryon Street Charlotte, NC 28202-1935</p>
--	--

<p>DATE ISSUED</p> <p>December 10, 2008</p>	<p>SECRETARY'S SIGNATURE</p> <p><i>Richard C. Donohue, Acting Secretary</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 8, 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 8 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 8.

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

RETURN OF SERVICE

I hereby certify that a duplicate original of the within subpoena was duly served: (check the method used)

- in person.*
- by registered mail.*
- by leaving copy at principal office or place of business, to wit:*

on the person named herein on:

(Month, day, and year)

(Name of person making service)

(Official title)

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

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

CERTIFICATE OF SERVICE

I hereby certify that on December 29, 2008, I caused to be served the foregoing Subpoena Ad Testificandum via Certified Mail Return Receipt Requested upon:

Mr. Robert Keith
Chief Operating Officer
ENTEK International LLC
250 N. Hansard Ave.
Lebanon, OR 97355

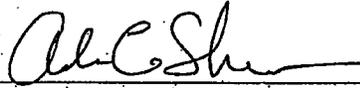
I hereby certify that on December 29, 2008, I caused to be served one copy via electronic mail delivery and two copies via overnight mail delivery of the foregoing Subpoena Ad Testificandum upon:

The Honorable D. Michael Chappell
Administrative Law Judge
Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20580
oalj@ftc.gov

I hereby certify that on December 29, 2008, I caused to be served via first-class mail delivery and electronic mail delivery a copy of the foregoing *Subpoena Ad Testificandum* upon:

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



Adam C. Shearer
Parker Poe Adams & Bernstein LLP
Three Wachovia Center
401 South Tryon Street, Suite 3000
Charlotte, NC 28202
Telephone: (704) 335-9050
Facsimile: (704) 334-4706



SUBPOENA AD TESTIFICANDUM

Issued Pursuant to Rule 3.34(a)(1), 16 C.F.R. § 3.34(a)(1) (1997)

1. TO

Mr. Daniel Weerts
ENTEK International LLC
250 N. Hansard Ave.
Lebanon, OR 97355

2. FROM

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

This subpoena requires you to appear and give testimony, at the date and time specified in Item 5, at the request of Counsel listed in Item 8, in the proceeding described in Item 6.

3. PLACE OF HEARING

Miller Nash
111 S.W. Fifth Avenue
Portland, Oregon 97204

4. YOUR APPEARANCE WILL BE BEFORE

Counsel for Respondent and a person authorized by law to administer oaths.

5. DATE AND TIME OF HEARING OR DEPOSITION

1/20/09 at 2:00 PM

6. SUBJECT OF PROCEEDING

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

7. ADMINISTRATIVE LAW JUDGE

The Honorable D. Michael Chappell

Federal Trade Commission
Washington, D.C. 20580

8. COUNSEL REQUESTING SUBPOENA

Eric D. Welsh
Three Wachovia Center
Suite 300
401 South Tryon Street
Charlotte, NC 28202-1935

DATE ISSUED

December 10, 2008

SECRETARY'S SIGNATURE

GENERAL INSTRUCTIONS

APPEARANCE

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RETURN OF SERVICE

I hereby certify that a duplicate original of the within subpoena was duly served: (check the method used)

- in person.*
- by registered mail.*
- by leaving copy at principal office or place of business, to wit:*

on the person named herein on:

(Month, day, and year)

(Name of person making service)

(Official title)

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

In the Matter of)

Docket No. 9327

Polypore International, Inc.,)
a corporation.)

PUBLIC DOCUMENT

CERTIFICATE OF SERVICE

I hereby certify that on December 29, 2008, I caused to be served the foregoing Subpoena Ad Testificandum via Certified Mail Return Receipt Requested upon:

Mr. Daniel Weerts
ENTEK International LLC
250 N. Hansard Ave.
Lebanon, OR 97355

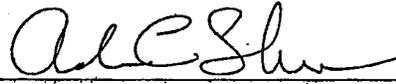
I hereby certify that on December 29, 2008, I caused to be served one copy via electronic mail delivery and two copies via overnight mail delivery of the foregoing Subpoena Ad Testificandum upon:

The Honorable D. Michael Chappell
Administrative Law Judge
Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20580
oalj@ftc.gov

I hereby certify that on December 29, 2008, I caused to be served via first-class mail delivery and electronic mail delivery a copy of the foregoing *Subpoena Ad Testificandum* upon:

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



Adam C. Shearer
Parker Poe Adams & Bernstein LLP
Three Wachovia Center
401 South Tryon Street, Suite 3000
Charlotte, NC 28202
Telephone: (704) 335-9050
Facsimile: (704) 334-4706



SUBPOENA AD TESTIFICANDUM

Issued Pursuant to Rule 3.34(a)(1), 16 C.F.R. § 3.34(a)(1) (1997)

<p>1. TO Mr. Graeme Fraser-Bell ENTEK International, LLC 250 H. Hansard Ave. Lebanon, OR 07355</p>	<p>2. FROM UNITED STATES OF AMERICA FEDERAL TRADE COMMISSION</p>
--	---

This subpoena requires you to appear and give testimony, at the date and time specified in Item 5, at the request of Counsel listed in Item 8, in the proceeding described in Item 6.

<p>3. PLACE OF HEARING Miller Nash 111 S.W. Fifth Avenue Portland, Oregon 97204</p>	<p>4. YOUR APPEARANCE WILL BE BEFORE Counsel for Respondent and a person authorized by law to administer oaths.</p> <hr/> <p>5. DATE AND TIME OF HEARING OR DEPOSITION 1/19/09 at 2:00 PM</p>
---	---

6. SUBJECT OF PROCEEDING

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

<p>7. ADMINISTRATIVE LAW JUDGE The Honorable D. Michael Chappell Federal Trade Commission Washington, D.C. 20580</p>	<p>8. COUNSEL REQUESTING SUBPOENA Eric D. Welsh Three Wachovia Center Suite 300 401 South Tryon Street Charlotte, NC 28202-1935</p>
--	--

<p>DATE ISSUED December 10, 2008</p>	<p>SECRETARY'S SIGNATURE <i>Richard C. Donohue, Acting Secretary</i></p>
--	--

GENERAL INSTRUCTIONS

APPEARANCE

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on the person named herein on:

(Month, day, and year)

(Name of person making service)

(Official title)

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

In the Matter of)

Docket No. 9327

Polypore International, Inc.,)
a corporation.)

PUBLIC DOCUMENT

CERTIFICATE OF SERVICE

I hereby certify that on December 29, 2008, I caused to be served the foregoing Subpoena Ad Testificandum via Certified Mail Return Receipt Requested upon:

Mr. Graeme Fraser-Bell
ENTEK International LLC
250 N. Hansard Ave.
Lebanon, OR 97355

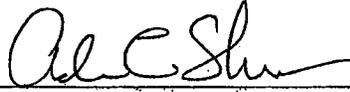
I hereby certify that on December 29, 2008, I caused to be served one copy via electronic mail delivery and two copies via overnight mail delivery of the foregoing Subpoena Ad Testificandum upon:

The Honorable D. Michael Chappell
Administrative Law Judge
Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20580
oalj@ftc.gov

I hereby certify that on December 29, 2008, I caused to be served via first-class mail delivery and electronic mail delivery a copy of the foregoing *Subpoena Ad Testificandum* upon:

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



Adam C. Shearer
Parker Poe Adams & Bernstein LLP
Three Wachovia Center
401 South Tryon Street, Suite 3000
Charlotte, NC 28202
Telephone: (704) 335-9050
Facsimile: (704) 334-4706



SUBPOENA AD TESTIFICANDUM

Issued Pursuant to Rule 3.34(a)(1), 16 C.F.R. § 3.34(a)(1) (1997)

1. TO ENTEK International LLC 250 N. Hansard Ave. Lebanon, OR 97355	2. FROM UNITED STATES OF AMERICA FEDERAL TRADE COMMISSION
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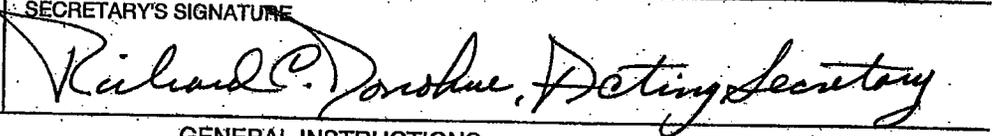
This subpoena requires you to appear and give testimony, at the date and time specified in Item 5, at the request of Counsel listed in Item 8, in the proceeding described in Item 6.

3. PLACE OF HEARING Miller Nash 111 S.W. Fifth Avenue Portland, Oregon 97204	4. YOUR APPEARANCE WILL BE BEFORE Counsel for Respondent and a person authorized by law to administer oaths. 5. DATE AND TIME OF HEARING OR DEPOSITION 1/19/09 at 9:00 AM
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6. SUBJECT OF PROCEEDING

In the Matter of Polypore International, Inc., Docket No. 9327
Please designate and provide witnesses to testify on the subjects identified in the attached schedule.

7. ADMINISTRATIVE LAW JUDGE The Honorable D. Michael Chappell Federal Trade Commission Washington, D.C. 20580	8. COUNSEL REQUESTING SUBPOENA Eric D. Welsh Three Wachovia Center Suite 300 401 South Tryon Street Charlotte, NC 28202-1935
--	---

DATE ISSUED December 10, 2008	SECRETARY'S SIGNATURE 
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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 8, 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 8 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 8.

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

RETURN OF SERVICE

I hereby certify that a duplicate original of the within subpoena was duly served: (check the method used)

- in person.*
- by registered mail.*
- by leaving copy at principal office or place of business, to wit:*

on the person named herein on:

(Month, day, and year)

(Name of person making service)

(Official title)

SCHEDULE

1. Sales by ENTEK International LLC ("ENTEK") of lead acid battery separators during the period of January 1, 2003 to the present, including but not limited to, the specific products sold, the amount of volume of each product sold, the prices of the products sold, including shipment costs, if any, the dates of purchase or sale, the end uses or applications of the product sold, the ENTEK plant from which such product was sold and the final destination of the product.
2. The written responses provided by ENTEK in response to the subpoena issued to ENTEK in this matter and dated October 24, 2008.
3. Any actual or potential contract between ENTEK and Johnson Controls, Inc. ("JCI"), Exide Technologies ("Exide"), EnerSys, East Penn Manufacturing Co., Inc. ("East Penn"), Crown Battery Manufacturing Co. ("Crown"), Trojan Battery Co. ("Trojan"), US Battery Co. ("US Battery"), C&D Technologies, Inc. ("CD") or any other entity manufacturing batteries for sale in North America from January 1, 2003 to the present, including the related contractual negotiations.
4. Negotiations, discussions or communications between ENTEK and JCI, Exide, EnerSys, East Penn, Crown, Trojan, US Battery, C&D, or any other battery manufacturer regarding (a) any change in price of or cost surcharge for any battery separator manufactured or to be manufactured by Entek (b) Polypore International, Inc. (including without limitation Daramic, LLC) ("Polypore"), (c) Microporous Products, LP ("Microporous"), or (d) any other manufacturer of battery separators from January 1, 2003 to the present.
5. Factors related to any change in price or cost surcharge instituted by ENTEK from January 1, 2003 to the present.
6. Any consideration by ENTEK of manufacturing separators for industrial or deep cycle batteries, including any communication between Entek and any third party regarding the same from January 1, 2003 to the present.
7. The scope of competition for battery separators for lead acid batteries from January 1, 2003 to the present.
8. Actual or potential competitors of ENTEK for lead acid battery separators from January 1, 2003 to the present.
9. ENTEK's or other manufacturer's share of any market for lead acid battery separators, including manufacturers of absorptive glass mat ("AGM") from January 1, 2003 to the present.
10. For the period of January 1, 2003 to the present, ENTEK's expansion of any of its facilities for manufacturing lead acid battery separators, including capacity of such expanded facility, products to be made from such facility, the customers for such facility,

the cost of such expansion, and the time period covered by such expansion, including start date of expansion project, commissioning date and actual or anticipated date of product being manufactured and sold.

11. Testing or qualification by ENTEK or anyone on behalf of ENTEK of lead acid battery separators during the period of January 1, 2003 to the present.
12. ENTEK's consideration of or efforts in developing alternative technology or substitutes to lead acid battery separators manufactured by Polypore, including AGM separators during the period of January 1, 2003 to the present.
13. The actual or potential acquisition of Microporous by Polypore (the "acquisition").
14. The actual, potential or perceived effect on ENTEK's business of an acquisition of Microporous by Polypore.
15. Communications between ENTEK and the Federal Trade Commission regarding the acquisition of Polypore.
16. Any actual or potential barrier to entry for suppliers or manufacturers of lead acid battery separators, including without limitation cost of entry or achieving minimal viable scale in (a) North America and (b) the World for the period of January 1, 2003 to the present.
17. Any actual or potential ownership interest of ENTEK in any joint venture or other entity that manufactures lead acid battery separators for the period of January 1, 2003 to the present.
18. Any actual or potential ownership interest of any person other than ENTEK in any joint venture or other entity that manufactures lead acid battery separators including BFR for the period of January 1, 2003 to the present.

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

In the Matter of)

Docket No. 9327

Polypore International, Inc.,)
a corporation.)

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600 Pennsylvania Avenue, NW
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rrobertson@ftc.gov

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Federal Trade Commission
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sdahm@ftc.gov



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Parker Poe Adams & Bernstein LLP
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Telephone: (704) 335-9050
Facsimile: (704) 334-4706

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

In the Matter of

Docket No. 9327

Polypore International, Inc.
a corporation

PUBLIC DOCUMENT

TAB G

From: DARIUS.OGLOZA@LW.com [mailto:DARIUS.OGLOZA@LW.com]
Sent: Tuesday, December 30, 2008 1:35 PM
To: Welsh, Eric D.
Cc: Hanno.Kaiser@lw.com; Brett.Collins@lw.com
Subject: RE: In re Polypore International, Inc., Docket No. 9327

Eric:

This confirms that we are authorized to accept service of your deposition subpoena. If you have available dates/locations for the deposition in mind, we would appreciate hearing from you as this will help get the ball rolling.

From: Welsh, Eric D. [mailto:ericwelsh@parkerpoe.com]
Sent: Tuesday, December 30, 2008 8:16 AM
To: Ogloza, Darius (SF)
Subject: In re Polypore International, Inc., Docket No. 9327

In connection with the above referenced matter, I wanted to let you know that I am sending out some deposition subpoenas for depositions of representatives of your client, Entek. As we have discussed before, we have certain deadlines in this matter that must be met and accordingly, I am serving the subpoenas now. I will certainly work with you to the extent possible on the date for the examinations. Please let me know if you would like me to send a copy to you and whether you would accept service on behalf of your client. Thank you.

Also, with respect to the documents to be produced pursuant to the subpoena duces tecum, we obviously will need to receive the documents in advance of these depositions so that we can be efficient in the examinations. If documents are to be produced in electronic format, I ask that you please contact my paralegal, Timora Wilkerson, at 704-335-9521 to coordinate on formatting, which I understand would need to be in tiff form. Thank you for your attention to this matter.

Best regards,

Eric Welsh

Eric Welsh
Partner



Three Wachovia Center | 401 South Tryon Street | Suite 3000 | Charlotte, NC 28202
Phone: 704.335.9052 | Fax: 704.335.9755 | www.parkerpoe.com | [vcard](#) | [map](#)

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**

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For more information please go to <http://www.lw.com/docs/irs.pdf>

**

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Latham & Watkins LLP