

ORIGINAL

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



COMMISSIONERS: **William E. Kovacic, Chairman**
 Pamela Jones Harbour
 Jon Leibowitz
 J. Thomas Rosch

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

Docket No. 9327
Public

**THE MOORE COMPANY'S
MOTION FOR *IN CAMERA* TREATMENT OF DEPOSITION EXCERPTS**

Non-Party The Moore Company moves for an order allowing *in camera* treatment of certain excerpts from a deposition transcript that Complaint Counsel and Respondent Polypore International, Inc. ("Polypore") have designated for introduction into evidence in this proceeding.

Complaint Counsel and Respondent Polypore International, Inc. ("Polypore") have made numerous discovery requests of The Moore Company relating to The Moore Company's subsidiary Amer-Sil, S.A.'s ("Amer-Sil") battery separator business. On April 23, 2009, Complaint Counsel and Polypore jointly deposed Guy Dauwe, Amer-Sil's Managing Director. Complaint Counsel and Polypore subsequently notified The Moore Company that they each intended to offer into evidence certain designated portions of Mr. Dauwe's deposition transcript. Public disclosure of the designated excerpts of Mr. Dauwe's deposition is likely to cause direct, serious harm to The Moore Company and Amer-Sil. Therefore, pursuant to Federal Trade Commission ("FTC") Rule 3.45(b) of the FTC's Rules of Practice, 16 C.F.R. § 3.45(b), The

Moore Company respectfully moves for *in camera* treatment of the designated deposition excerpts identified in the Declaration of Guy Dauwe (“Dauwe Decl.”) in support of this motion, and attached thereto as Exhibit A. The actual deposition transcript is attached as Exhibit B to Mr. Dauwe’s Declaration.

I. Legal Standard

16 C.F.R. § 3.45(b) provides that a document shall be placed *in camera* “after finding that its public disclosure will likely result in a clearly defined, serious injury to the person, partnership, or corporation requesting in camera treatment.” An applicant for *in camera* treatment bears the burden of demonstrating that public disclosure will result in a clearly defined, serious injury. See H.P. Hood & Sons, Inc., 58 F.T.C. 1184, 1188, 1961 FTC LEXIS 368, *10-11 (1961).

Demonstrating serious injury requires the applicant to show “that the documents are secret, that they are material to the applicant’s business and that public disclosure will plausibly discourage the future production of such information.” In the Matter of Bristol-Myers Company, 90 F.T.C. 455, 456, 1977 FTC LEXIS 25, *4-5 (1977). “The likely loss of business advantages is a good example of a ‘clearly defined, serious injury.’” In re Hoechst Marion Roussel, Inc., 2000 FTC LEXIS 138, *6 (Sept. 19, 2000) (quoting In the Matter of General Foods Corp., 95 F.T.C. 352, 355 (1980)). In order to sustain this burden of proof, an application for *in camera* treatment must be supported by proper evidence, such as affidavits, to support all factual issues or assertions. See id. *4.

The following factors are weighed in considering both secrecy and materiality: (1) the extent to which the information is known outside of the applicant’s business; (2) the extent to which the information is known by employees and others involved in the applicant’s business;

(3) the extent of measures taken by the applicant to guard the secrecy of the information; (4) the value of the information to the applicant and to the applicant's competitors; (5) the amount of effort or money expended by the applicant in developing the information; (6) the ease or difficulty with which the information could be properly acquired or duplicated by others. See In the Matter of Bristol-Myers Company, 90 F.T.C. at 456, 1977 FTC LEXIS 25, *5 (citing Restatement of Torts § 757, Comment b at 6 (1939)).

An application for *in camera* treatment that is submitted by a third-party should be given "special solicitude," because such treatment encourages third-party cooperation in future proceedings. See In the Matter of Kaiser Aluminum & Chemical Corporation, 103 F.T.C. 500, 1984 FTC LEXIS 60, at *2-3 (1984) ("Moreover, as third parties, the requests of these companies deserve special solicitude. As a policy matter, extensions of confidential or in camera treatment in appropriate cases involving third party bystanders encourages cooperation with future adjudicative discovery requests."); see also The Crown Cork & Seal Company, Inc., 71 F.T.C. 1714; 1967 FTC LEXIS 128, at *2 (1967) ("Here, on the other hand, petitioner's plea warrants special solicitude coming as it does from a third party bystander in no way involved in the proceedings whose records, if in camera treatment is denied, will be open to the scrutiny of its competitors including respondent herein.").

II. Argument

Neither The Moore Company nor its subsidiary Amer-Sil are parties to this proceeding. Moreover, the information identified in Exhibit A is both secret and material to Amer-Sil's operations. The Moore Company has guarded the confidentiality of this deposition testimony carefully. Public disclosure of the testimony is likely to result in a clearly defined, serious injury to The Moore Company, while adding little, if any, value to the public's understanding of the

issues in this proceeding. Therefore, the deposition testimony identified in Exhibit A merits *in camera* treatment. See, e.g., In re Hoechst Marion Roussel, Inc., 2000 FTC LEXIS 138, *6 (Sept. 19, 2000) (quoting In the Matter of General Foods Corp., 95 F.T.C. 352, 355 (1980)).

A. The Moore Company Has Preserved The Confidentiality Of The Information That Was The Subject Of Mr. Dauwe's Deposition

The Moore Company has taken significant steps to protect the confidentiality of the information that Mr. Dauwe testified to in his deposition. Mr. Dauwe's testimony concerns information that is ordinarily not disclosed outside of Amer-Sil, except insofar as it may be shared confidentially with Amer-Sil's business partners, a process that is typically undertaken only after the execution of a non-disclosure agreement. Dauwe Decl. ¶ 6. It is distributed within the company only to those who have a specific need for the information. Id. Amer-Sil maintains all of its records in a locked facility. Id. It does not permit tours of the facility or permit access to any part of the facility where confidential business records are stored, or confidential manufacturing processes take place. Id. Those employees who receive the information typically do so only upon entering into confidentiality agreements that prohibit them from disclosing the information to others. Id. Amer-Sil guards the confidentiality of this information because of its value to the Company's ongoing business, as well as to its competitors. Id. Mr. Dauwe's testimony is therefore secret and material to Amer-Sil's business. See In the Matter of Bristol-Myers Company, 1977 FTC LEXIS at *5.

Moreover, Mr. Dauwe testified only under compulsory process in this proceeding. And, under paragraph 4 of the Protective Order entered on October 23, 2008, "[a]ll deposition transcripts shall be treated as Confidential Material." The Protective Order was intended to expedite discovery while insuring that non-parties would be protected against improper use and disclosure of confidential information produced in connection with this docket. Given this

presumption of confidentiality, and the motivating intent behind the Protective Order, *in camera* treatment of the testimony identified in Exhibit A is appropriate.

B. Disclosure Of The Information In Exhibit A Could Result In Serious Competitive Injury To The Moore Company And Its Subsidiary Amer-Sil

The information for which The Moore Company seeks *in camera* treatment has a direct and tangible impact on its daily operations and overall competitive position. As explained in Mr. Dauwe's Declaration, the information in Exhibit A is the product of a significant investment of time and resources, and could not be acquired or duplicated by others in the absence of a similar expenditure of time and resources, if it could be duplicated at all. Dauwe Decl. ¶ 6. As described in the Declaration, disclosure of Amer-Sil's product development and manufacturing methods could damage Amer-Sil's competitive position. Id. Additionally, Amer-Sil, and by extension The Moore Company, has sought legal advice and incurred substantial cost to protect the confidentiality of the information contained in the deposition excerpts. Id.

As Mr. Dauwe declares in further detail, the deposition testimony for which The Moore Company seeks *in camera* treatment concerns Amer-Sil's product development and pricing strategies, and marketing and sales strategies. See Dauwe Decl. ¶¶ 8, 10, 12, 14, 16, 17, 22, 24, 25, 29, 30, 31, 33, 38, 39, 46, 52, 54, 62. This information is material to Amer-Sil's business. Public disclosure could cause real and serious damage to Amer-Sil's competitive position because it would enable competitors to anticipate Amer-Sil's strategic decisions. See, e.g., Dauwe Decl. ¶¶ 33, 38, 52; see also see In the Matter of Evanston Northwestern Healthcare Corp., 2005 FTC LEXIS at *19-21 (granting *in camera* treatment for ten years for non-party's business development and strategy documents). It would also allow competitors to gain insight into Amer-Sil's present capabilities and methods. See, e.g., Dauwe Decl. ¶¶ 8, 10, 12. Competitors could exploit this information to Amer-Sil's detriment. See In re Hoechst Marion

Roussel, Inc., 2000 FTC LEXIS at *6 (“The likely loss of business advantages is a good example of a ‘clearly defined, serious injury.’”). Moreover, public disclosure of this information could put Amer-Sil at an unfair disadvantage in negotiations with current or future customers.

C. The Public Interest In Disclosure Of Exhibit A Is Outweighed By The Likelihood Of Serious Competitive Harm To The Moore Company And Its Subsidiary Amer-Sil

The Moore Company is entitled to “special solicitude” as a nonparty requesting *in camera* treatment for its confidential business information. See In the Matter of Kaiser Aluminum & Chemical Corporation, 103 F.T.C. 500, 1984 FTC LEXIS 60, at *2-3 (1984). Reasonable extensions of *in camera* treatment encourage nonparties to cooperate with future discovery requests in adjudicative proceedings. Id. Here, The Moore Company has cooperated with the discovery requests made by Complaint Counsel and Respondent Polypore. However, public disclosure of Mr. Dauwe’s testimony concerning Amer-Sil’s product development and pricing strategies, and marketing and sales strategies, particularly for unrelated products, will not promote the resolution of this matter. Nor will the testimony enhance the public’s understanding of this proceeding. The balance of interests strongly favors *in camera* protection of Mr. Dauwe’s testimony. See In the Matter of Bristol-Myers Company, 1977 FTC LEXIS at *5 (elaborating test for determining secrecy and materiality).

D. In Camera Protection For Exhibit A And For The Dauwe Declaration Should Extend For Five Years

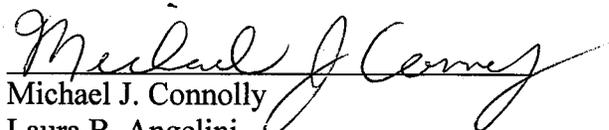
Because of its immense value to Amer-Sil, as elaborated above, the information identified in Exhibit A is deserving of lasting protection. As detailed in his Declaration, Mr. Dauwe personally reviewed all of the designated excerpts and determined that they should be afforded *in camera* treatment for five years. Dauwe Decl. ¶ 70. Similarly, because it discusses the deposition excerpts identified in Exhibit A in great detail and specifically as to why they are

deserving of *in camera* treatment, the Declaration of Guy Dauwe should also be afforded *in camera* treatment for a period of five years.

WHEREFORE, The Moore Company respectfully requests that (1) *in camera* status be granted for five years to the deposition excerpts listed in Exhibit A, and (2) *in camera* status be granted for a period of five years to the Declaration of Guy Dauwe and its accompanying exhibits.

Respectfully submitted,

THE MOORE COMPANY
By its attorneys,

TFH 
Michael J. Connolly
Laura B. Angelini
HINCKLEY, ALLEN & SNYDER LLP
28 State Street
Boston, Massachusetts 02109-1775
(617) 345-9000

Dated: May 28 2009

CERTIFICATE OF SERVICE

I hereby certify that on May 28, 2009, I caused a copy of this document to be served upon the following persons via first class mail, postage pre-paid:

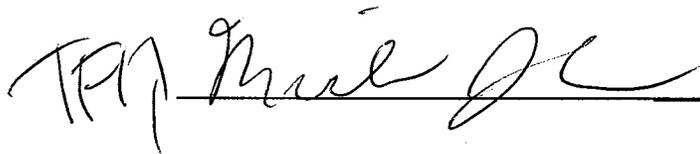
Eric D. Welsh, Esq. [**first-class mail and email**]
Parker Poe Adams & Bernstein LLP
Three Wachovia Center, Suite 3000
401 South Tryon Street
Charlotte, NC 28202-1935
(704) 372-9000

J. Robert Robertson, Esq. [**first-class mail and email**]
Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, D.C. 20580

Steven Dahm, Esq. [**first class mail and email**]
Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, D.C. 20580

Administrative Law Judge D. Michael Chappell [**two by first class mail and by email**]
Federal Trade Commission
600 Pennsylvania Avenue, NW, Room H-106
Washington, DC 20580

Donald S. Clark [**original and two copies**]
Secretary of the Federal Trade Commission
600 Pennsylvania Avenue, NW, Room H-135
Washington, DC 20580

A handwritten signature in black ink, appearing to read "TFM Michael DC", written over a horizontal line.

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

COMMISSIONERS: **William E. Kovacic, Chairman**
 Pamela Jones Harbour
 Jon Leibowitz
 J. Thomas Rosch

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

**DECLARATION OF GUY DAUWE IN SUPPORT OF MOTION FOR *IN*
CAMERA TREATMENT OF DEPOSITION EXCERPTS**

I, **Guy Dauwe**, declare as follows:

1. I am the Managing Director of Amer-Sil, S.A. ("Amer-Sil"). Amer-Sil is a wholly-owned subsidiary of The Moore Company. Amer-Sil exists under the laws of Luxembourg. Amer-Sil's production facilities and offices are located in Zone Industrielle, Kehlen, L-8287, Luxembourg.

2. I have reviewed the pleadings and motions filed by the FTC and by Polypore International, Inc. ("Polypore") in this matter. I submit this declaration in support of The Moore Company's Motion for *In Camera* Treatment of Deposition Excerpts.

3. Complaint Counsel and Polypore have each informed Amer-Sil that, in this proceeding, they intend to introduce into evidence excerpts from my deposition taken on April 23, 2009.

4. I have reviewed the deposition excerpts designated by Complaint Counsel and counterdesignated by Polypore, and concluded that certain information in those excerpts is highly confidential and that the public disclosure of that information would cause significant harm to Amer-Sil's commercial and competitive interests.

5. The deposition excerpts for which *in camera* treatment is appropriate are listed in Exhibit A to this declaration. The complete deposition transcript is attached as Exhibit B to this declaration.

6. The testimony contained in the deposition excerpts listed in Exhibit A contains information that is highly confidential and generally not disclosed outside of Amer-Sil, except insofar as it may be shared confidentially with Amer-Sil's business partners. To the extent the information is retained in document form, it is distributed within the company only to those who have a specific need for the information. Moreover, Amer-Sil maintains all of its records in a locked facility. It does not permit tours of the facility or permit access to any part of the facility where confidential business records are stored, or confidential manufacturing processes take place. Those employees who receive the information typically do so only upon entering into confidentiality agreements that prohibit them from disclosing the information to others. Amer-Sil guards the confidentiality of this information because of its value to the Company's ongoing business, as well as the competitive harm it would suffer if the information was disclosed. The information is the product of a significant investment of time and resources, and could not be acquired or duplicated by others in the absence of a similar expenditure of time and resources, if it could be duplicated at all. Additionally, Amer-Sil, and by extension The Moore Company, has sought legal advice and incurred substantial cost to protect the confidentiality of the information contained in the deposition excerpts listed in Exhibit A.

7. For the convenience of the Court, the deposition excerpts for which *in camera* treatment is appropriate are discussed in groupings below:

Excerpts Designated By Complaint Counsel

8. p. 53, line 2-17: This testimony refers to an request for proposal ("RFP") that is still outstanding. Public disclosure could harm Amer-Sil's chances of obtaining that business. Accordingly, the information is confidential because it concerns Amer-Sil's sales and marketing strategy as it relates to that customer and other customers.

9. p. 72, line 4-15: See p. 53, line 2-17.

10. p. 73, line 22-25: This testimony refers to an RFP that is still outstanding. Public disclosure could harm Amer-Sil's chances of obtaining that business. Accordingly, the information is confidential because it concerns Amer-Sil's sales and marketing strategy as it relates to that customer and other customers.

11. p. 74, line 1-18: See p. 73, line 22-25.

12. p. 87, line 5-25: This testimony contains confidential information about recent tests of Amer-Sil's separators. Public disclosure could seriously harm Amer-Sil's competitiveness. If released out of context, it could also cause confusion about specific Amer-Sil products, i.e. customers may not know which products are referenced by the testimony. This could damage Amer-Sil's relationships with its customers.

13. p. 88, line 1-10: See p. 87, line 5-25.
14. p. 94, line 18-25: This testimony contains information about Amer-Sil's business strategy. Public disclosure could seriously harm Amer-Sil's competitiveness.
15. p. 95, line 1-6: See p. 94, line 18-25.
16. p. 98, line 4-25: This testimony contains specific information about one of Amer-Sil's customers. Public disclosure could cause harm to that customer, and could damage Amer-Sil's relationship with that customer.
17. p. 106, line 12-20: This testimony contains specific information about one of Amer-Sil's customers. Public disclosure could cause harm to that customer, and could damage Amer-Sil's relationship with that customer. Additionally, the testimony contains very sensitive information about a new and confidential Amer-Sil product that is unrelated to this proceeding. Discussions of this product with this customer are protected by a confidentiality agreement. Public disclosure of this testimony could therefore cause serious harm to Amer-Sil.
18. p. 108, line 15-25: See p. 106, line 12-20.
19. p. 109, line 1-3: See p. 106, line 12-20.
20. p. 110, line 16-25: See p. 106, line 12-20.
21. p. 111, line 1-13: See p. 106, line 12-20.
22. p. 114, line 24-25: This testimony contains specific information about one of Amer-Sil's customers. Public disclosure could cause harm to that customer, and could damage Amer-Sil's relationship with that customer. Additionally, the testimony contains very sensitive information about a new and confidential Amer-Sil product that is unrelated to this proceeding. Discussions of this product with this customer are protected by a confidentiality agreement. Public disclosure of this testimony could therefore cause serious harm to Amer-Sil.
23. p. 115, line 1-14: See p. 114, line 24-25.
24. p. 122, line 3-14: This testimony contains confidential information about recent tests of Amer-Sil's separators. Public disclosure could seriously harm Amer-Sil's competitiveness. If released out of context, it could also cause confusion about specific Amer-Sil products, i.e. customers may not know which products or usage conditions are referenced by the testimony. This could damage Amer-Sil's relationships with its customers.

25. p. 126, line 24-25: This testimony contains information about potential quality problems related to Amer-Sil products. If released out of context, it could also cause confusion about specific Amer-Sil products, i.e. customers may not know which products or usage conditions are referenced by the testimony. This could damage Amer-Sil's relationships with its customers.

26. p. 127, line 1-5: See p. 126, line 24-25.

27. p. 158, line 1-25: See p. 126, line 24-25.

28. p. 159, line 1-4: See p. 126, line 24-25.

29. p. 184, line 18-24: This testimony contains information about commercially sensitive and confidential discussions between Amer-Sil and one of its customers, relating to that customer's product requirements. Public disclosure could cause harm to that customer, and could damage Amer-Sil's relationship with that customer.

Excerpts Counterdesignated By Polypore

30. p. 52, line 8 – 25: This testimony refers to an RFP that is still outstanding. Public disclosure could harm Amer-Sil's chances of obtaining that business. Accordingly, the information is confidential because it concerns Amer-Sil's sales and marketing strategy as it relates to that customer and other customers.

31. p. 64, line 25: This testimony concerns the specific cost of a new production line. No other company has a similar production line; therefore, this information is completely confidential. Public disclosure could seriously harm Amer-Sil's competitiveness.

32. p. 65, line 1 – 12: See p. 64, line 25.

33. p. 69, line 1 – 6: This testimony concerns the specific capacity of a new production line. This is confidential business information that could cause Amer-Sil serious competitive injury if released publicly. Such information is virtually never shared with customers.

34. p. 72, line 1 – 2: See p. 52, line 8 – 25.

35. p. 72, line 19 – 25: See p. 52, line 8 – 25.

36. p. 75, line 18 – 25: See p. 52, line 8 – 25.

37. p. 76, line 1 – 9: See p. 52, line 8 – 25.
38. p. 86, line 1 – 21: This testimony concerns the specific capacity of a new production line. This is confidential business information that could cause Amer-Sil serious competitive injury if released publicly. Such information is virtually never shared with customers.
39. p. 89, line 1 – 14: This testimony contains information about confidential business discussions with an Amer-Sil customer. The information concerns the customer's inquiries about Amer-Sil's separator production capabilities. All discussions related to this topic are protected by a non-disclosure agreement.
40. p. 91, line 1 – 23: See p. 89, line 1 – 14.
41. p. 92, line 15 – 19: See p. 89, line 1 – 14.
42. p. 93, line 3 – 13: See p. 89, line 1 – 14.
43. p. 93, line 15 – 17: See p. 89, line 1 – 14.
44. p. 93, line 21 – 25: See p. 89, line 1 – 14.
45. p. 94, line 1 – 6: See p. 89, line 1 – 14.
46. p. 104, line 24 – 25: This testimony relates to a meeting between Amer-Sil and one of its customers about one of Amer-Sil's new products. This is very sensitive information about a product unrelated to this proceeding. The information is protected by a non-disclosure agreement.
47. p. 105, line 1 – 11: See p. 104, line 24 – 25.
48. p. 105, line 14 – 25: See p. 104, line 24 – 25.
49. p. 106, line 1 – 11: See p. 104, line 24 – 25.
50. p. 109, line 10 – 25: See p. 104, line 24 – 25.
51. p. 110, line 1 – 2: See p. 104, line 24 – 25.
52. p. 130, line 19 – 25: This testimony concerns the subject of product price increases in general, as well as product price increases for a specific customer. Because

some prices are still being negotiated, this information is highly sensitive. Public disclosure could harm Amer-Sil's ability to negotiate its prices.

53. p. 131, line 1: See p. 130, line 19 – 25.

54. p. 134, line 3 – 15: This testimony refers to an RFP that is still outstanding. Public disclosure could harm Amer-Sil's chances of obtaining that business. Accordingly, the information is confidential because it concerns Amer-Sil's sales and marketing strategy as it relates to that customer and other customers.

55. p. 134, line 21 – 25: See p. 134, line 3 – 15.

56. p. 135, line 1 – 13: See p. 134, line 3 – 15.

57. p. 135, line 19 – 25: See p. 134, line 3 – 15.

58. p. 136, line 1: See p. 134, line 3 – 15.

59. p. 155, line 23 – 25: See p. 130, line 19 – 25.

60. p. 156, line 1 – 14: See p. 130, line 19 – 25.

61. p. 157, line 6 – 10: See p. 130, line 19 – 25.

62. p. 181, line 6 – 22: This testimony contains information about confidential business discussions with an Amer-Sil customer. Public disclosure would likely cause competitive injury to both Amer-Sil and Amer-Sil's customer.

63. p. 182, line 3 – 14: See p. 181, line 6 – 22.

64. p. 182, line 20 – 25: See p. 181, line 6 – 22.

65. p. 183, line 2 – 11: See p. 181, line 6 – 22.

66. p. 184, line 8 – 17: See p. 181, line 6 – 22.

67. p. 185, line 1 – 7: See p. 181, line 6 – 22.

68. p. 185, line 14 – 25: See p. 181, line 6 – 22.

69. I personally reviewed all of the deposition excerpts designated by Complaint Counsel and counterdesignated by Polypore, and determined the length of time for which *in camera* treatment is appropriate based on my assessment of the harm that would be caused by public disclosure.

70. I have determined that the minimal length of time for which, in my judgment, the excerpts listed in Exhibit A should be afforded *in camera* treatment, is five years. Any shorter period of time than five years would risk substantial commercial and competitive harm to Amer-Sil.

I declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 28 day of May, 2009 in Kehlen, Luxembourg.

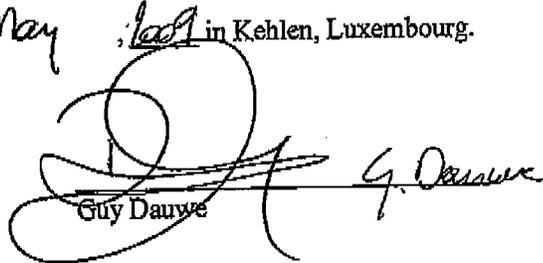

Guy Dauwe

Exhibit A

Exhibit A

Designated Excerpts of
Guy Dauwe's Declaration for which *In Camera* Treatment is Requested

Complaint Counsel Designations

Deponent	Complaint Counsel's Designations	Designations for which <i>In Camera</i> Treatment is Requested
Guy Dauwe	p. 7, line 1-6 p. 8, line 18-25 p. 9, line 1-25 p. 10, line 1-2 p. 13, line 11-18 p. 13, line 24-25 p. 14, line 1-20 p. 14, line 24-25 p. 15, line 1-4 p. 15, line 8-17 p. 15, line 21-25 p. 16, line 1-7 p. 16, line 18-20 p. 16, line 24-25 p. 17, line 1-9 p. 17, line 13-23 p. 18, line 3-8 p. 18, line 22-25 p. 19, line 1-9 p. 19, line 17-23 p. 20, line 12-25 p. 21, line 1-9 p. 21, line 20-25 p. 22, line 1-25 p. 23, line 1-18 p. 24, line 9-23 p. 25, line 24-25 p. 26, line 1-7 p. 26, line 16-19 p. 27, line 15-25 p. 30, line 8-17 p. 33, line 6-10 p. 34, line 1-2 p. 35, line 6-12 p. 37, line 5-12 p. 37, line 17-19 p. 38, line 18-25	p. 53, line 2-17 p. 72, line 4-15 p. 73, line 22-25 p. 74, line 1-18 p. 87, line 5-25 p. 88, line 1-10 p. 94, line 18-25 p. 95, line 1-6 p. 98, line 4-25 p. 106, line 12-20 p. 108, line 15-25 p. 109, line 1-3 p. 110, line 16-25 p. 111, line 1-13 p. 114, line 24-25 p. 115, line 1-14 p. 122, line 3-14 p. 126, line 24-25 p. 127, line 1-5 p. 158, line 1-25 p. 159, line 1-4 p. 184, line 18-24

	<p>p. 39, line 1-25 p. 40, line 1-24 p. 41, line 12-25 p. 42, line 1-2 p. 42, line 8-25 p. 43, line 1-25 p. 44, line 1-8 p. 46, line 11-12 p. 46, line 15-25 p. 47, line 1-22 p. 49, line 1-6 p. 50, line 2-14 p. 51, line 6-7 p. 52, line 8-25 p. 53, line 1-25 p. 54, line 1-22 p. 55, line 10-14 p. 57, line 3-13 p. 57, line 20-25 p. 58, line 1-25 p. 59, line 1-25 p. 60, line 13-17 p. 61, line 13-21 p. 61, line 24-25 p. 62, line 1-5 p. 64, line 25 p. 65, line 1-12 p. 65, line 16-25 p. 66, line 1-10 p. 66, line 15-25 p. 67, line 1-25 p. 68, line 1-19 p. 69, line 1-6 p. 69, line 23-25 p. 70, line 1-25 p. 71, line 1-25 p. 72, line 1-2 p. 72, line 4-25 p. 73, line 1-25 p. 74, line 1-25 p. 75, line 1-25 p. 76, line 1-9 p. 76, line 11-25 p. 77, line 1-25 p. 78, line 1-25 p. 79, line 1-25</p>	
--	--	--

<p>p. 80, line 1-25 p. 81, line 1-19 p. 83, line 8-25 p. 84, line 1-3 p. 84, line 18-25 p. 85, line 1-4 p. 85, line 6-11 p. 85, line 23-25 p. 86, line 22-25 p. 87, line 1-25 p. 88, line 1-25 p. 90, line 2-25 p. 91, line 24-25 p. 92, line 1-14 p. 92, line 20-25 p. 93, line 1-2 p. 93, line 14 p. 94, line 7-25 p. 95, line 1-25 p. 96, line 1-25 p. 97, line 1-25 p. 98, line 1-25 p. 99, line 1-25 p. 100, line 1-25 p. 101, line 1-23 p. 102, line 13-25 p. 103, line 1-20 p. 104, line 8-18 p. 106, line 12-20 p. 108, line 15-25 p. 109, line 1-3 p. 110, line 3-25 p. 111, line 1-13 p. 112, line 9-15 p. 114, line 24-25 p. 115, line 1-14 p. 115, line 15-18 p. 117, line 1-19 p. 119, line 11-14 p. 119, line 21-23 p. 120, line 6-13 p. 120, line 24-25 p. 121, line 1-3 p. 121, line 19-25 p. 122, line 1-14 p. 123, line 12-25</p>	
---	--

	<p>p. 124, line 1-22 p. 125, line 20-25 p. 126, line 1-12 p. 126, line 24-25 p. 127, line 1-25 p. 128, line 1-11 p. 130, line 7-18 p. 131, line 2-25 p. 132, line 1-25 p. 133, line 1-20 p. 136, line 23-25 p. 137, line 1-13 p. 138, line 3-21 p. 139, line 5-25 p. 140, line 1-18 p. 140, line 22-24 p. 145, line 18-23 p. 146, line 3-13 p. 148, line 12-25 p. 149, line 1 p. 149, line 14-25 p. 150, line 1-8 p. 152, line 3-25 p. 153, line 1-17 p. 154, line 24-25 p. 155, line 1-22 p. 157, line 11-25 p. 158, line 1-25 p. 159, line 1-4 p. 161, line 8-25 p. 162, line 1-25 p. 163, line 1-25 p. 164, line 1-25 p. 165, line 1-5 p. 165, line 9-25 p. 166, line 1-4 p. 166, line 18-25 p. 167, line 1-25 p. 168, line 1-2 p. 171, line 1-25 p. 172, line 1-4 p. 176, line 25 p. 177, line 1-16 p. 178, line 8-25 p. 179, line 13-25 p. 180, line 1-5</p>	
--	---	--

	<p>p. 180, line 7-25</p> <p>p. 181, line 1-5</p> <p>p. 182, line 15-19</p> <p>p. 183, line 12-25</p> <p>p. 184, line 1</p> <p>p. 184, line 18-25</p> <p>p. 185, line 8-11</p> <p>p. 186, line 21-25</p> <p>p. 187, line 1-3</p>	
--	---	--

Respondent Polypore Counterdesignations

Deponent	Polypore's Counterdesignations	Counterdesignations for which <i>In Camera</i> Treatment is Requested
Guy Dauwe	<p>p. 10, line 3 - 22</p> <p>p. 11, line 6 - 10</p> <p>p. 11, line 17 - 25</p> <p>p. 12, line 1 - 2</p> <p>p. 12, line 11 - 22</p> <p>p. 13, line 19 - 23</p> <p>p. 15, line 5 - 7</p> <p>p. 15, line 18 - 20</p> <p>p. 16, line 8 - 10</p> <p>p. 16, line 15 - 17</p> <p>p. 16, line 21 - 23</p> <p>p. 17, line 9 - 12</p> <p>p. 17, line 24 - 25</p> <p>p. 18, line 1 - 2</p> <p>p. 18, line 9 - 17</p> <p>p. 19, line 12 - 16</p> <p>p. 19, line 24 - 25</p> <p>p. 20, line 1 - 5</p> <p>p. 21, line 10 - 19</p> <p>p. 23, line 19 - 23</p> <p>p. 24, line 6 - 8</p> <p>p. 25, line 6 - 23</p> <p>p. 26, line 8 - 10</p> <p>p. 27, line 10 - 14</p> <p>p. 28, line 1 - 2</p> <p>p. 28, line 22 - 25</p> <p>p. 29, line 1 - 10</p> <p>p. 29, line 19 - 25</p> <p>p. 30, line 1 - 2</p> <p>p. 30, line 4 - 7</p>	<p>p. 52, line 8 - 25</p> <p>p. 64, line 25</p> <p>p. 65, line 1 - 12</p> <p>p. 69, line 1 - 6</p> <p>p. 72, line 1 - 2</p> <p>p. 72, line 19 - 25</p> <p>p. 75, line 18 - 25</p> <p>p. 76, line 1 - 9</p> <p>p. 86, line 1 - 21</p> <p>p. 89, line 1 - 14</p> <p>p. 91, line 1 - 23</p> <p>p. 92, line 15 - 19</p> <p>p. 93, line 3 - 13</p> <p>p. 93, line 15 - 17</p> <p>p. 93, line 21 - 25</p> <p>p. 94, line 1 - 6</p> <p>p. 104, line 24 - 25</p> <p>p. 105, line 1 - 11</p> <p>p. 105, line 14 - 25</p> <p>p. 106, line 1 - 11</p> <p>p. 109, line 10 - 25</p> <p>p. 110, line 1 - 2</p> <p>p. 130, line 19 - 25</p> <p>p. 131, line 1</p> <p>p. 134, line 3 - 15</p> <p>p. 134, line 21 - 25</p> <p>p. 135, line 1 - 13</p> <p>p. 135, line 19 - 25</p> <p>p. 136, line 1</p> <p>p. 155, line 23 - 25</p>

<p>p. 30, line 18 – 25 p. 31, line 1 – 13 p. 31, line 15 – 25 p. 32, line 1 – 25 p. 33, line 1 – 5 p. 33, line 11 – 18 p. 33, line 23 – 25 p. 34, line 3 – 11 p. 35, line 13 – 25 p. 36, line 1 – 11 p. 36, line 19 – 24 p. 37, line 13 – 16 p. 38, line 11 – 13 p. 38, line 16 – 17 p. 41, line 2 – 11 p. 44, line 9 – 25 p. 45, line 4 – 18 p. 45, line 22 – 25 p. 46, line 1 – 10 p. 47, line 25 p. 48, line 1 p. 49, line 7 – 18 p. 50, line 25 p. 51, line 1 – 5 p. 52, line 8 – 25 p. 53, line 1 p. 53, line 18 – 25 p. 54, line 1 – 4 p. 55, line 10 – 14 p. 57, line 3 – 13 p. 58, line 22 – 25 p. 59, line 1 – 4 p. 59, line 19 – 25 p. 61, line 13 – 21 p. 61, line 24 – 25 p. 62, line 1 – 5 p. 64, line 25 p. 65, line 1 – 12 p. 67, line 1 – 7 p. 69, line 1 – 6 p. 70, line 19 – 25 p. 71, line 1 – 10 p. 71, line 17 – 25 p. 72, line 1 – 2 p. 72, line 19 – 25 p. 73, line 12 – 17</p>	<p>p. 156, line 1 – 14 p. 157, line 6 – 10 p. 181, line 6 – 22 p. 182, line 3 – 14 p. 182, line 20 – 25 p. 183, line 2 – 11 p. 184, line 8 – 17 p. 185, line 1 – 7 p. 185, line 14 – 25</p>
--	---

<p>p. 74, line 19 – 23 p. 75, line 18 – 25 p. 76, line 1 – 9 p. 76, line 11 – 24 p. 77, line 24 – 25 p. 78, line 1 – 2 p. 78, line 12 – 23 p. 80, line 19 – 25 p. 81, line 1 – 19 p. 83, line 8 – 25 p. 84, line 1 – 3 p. 85, line 6 – 11 p. 85, line 23 – 25 p. 86, line 1 – 21 p. 88, line 19 – 25 p. 89, line 1 – 14 p. 90, line 2 – 7 p. 90, line 23 – 25 p. 91, line 1 – 23 p. 92, line 15 – 19 p. 93, line 3 – 13 p. 93, line 15 – 17 p. 93, line 21 – 25 p. 94, line 1 – 6 p. 95, line 13 – 25 p. 96, line 1 – 25 p. 97, line 1 – 2 p. 97, line 10 – 14 p. 97, line 19 – 22 p. 99, line 17 – 20 p. 100, line 21 – 25 p. 101, line 1 p. 102, line 13 – 20 p. 104, line 24 – 25 p. 105, line 1 – 11 p. 105, line 14 – 25 p. 106, line 1 – 11 p. 109, line 10 – 25 p. 110, line 1 – 2 p. 119, line 21 – 23 p. 120, line 6 – 13 p. 121, line 19 – 25 p. 122, line 1 – 2 p. 124, line 16 – 22 p. 126, line 9 – 12 p. 127, line 6 – 18</p>	
---	--

<p>p. 130, line 19 – 25 p. 131, line 1 p. 131, line 4 – 13 p. 131, line 21 – 25 p. 132, line 1 – 2 p. 133, line 14 – 20 p. 134, line 3 – 15 p. 134, line 21 – 25 p. 135, line 1 – 13 p. 135, line 19 – 25 p. 136, line 1 p. 138, line 12 – 21 p. 139, line 5 – 25 p. 140, line 1 – 18 p. 145, line 18 – 23 p. 155, line 23 – 25 p. 156, line 1 – 14 p. 157, line 6 – 10 p. 161, line 23 – 25 p. 162, line 1 – 20 p. 166, line 21 – 25 p. 167, line 1 – 3 p. 179, line 13 – 17 p. 180, line 7 – 13 p. 180, line 15 – 25 p. 181, line 1 – 4 p. 181, line 6 – 22 p. 182, line 3 – 14 p. 182, line 20 – 25 p. 183, line 2 – 11 p. 184, line 8 – 17 p. 185, line 1 – 7 p. 185, line 14 – 25</p>	
--	--

Exhibit B

Nonpublic
Exhibits
Redacted