

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

In the Matter of

ARDAGH GROUP S.A.
a public limited liability company, and

SAINT-GOBAIN CONTAINERS, INC.,
a public limited liability company, and

COMPAGNIE DE SAINT-GOBAIN,
a corporation,

Respondents.

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DOCKET NO. 9356

**UNOPPOSED MOTION OF NON-PARTY MOOSEHEAD BREWERIES
LIMITED FOR IN CAMERA TREATMENT OF PROPOSED EVIDENCE**

Moosehead Breweries Limited ("Moosehead"), a non-party to the above styled action, respectfully moves (the "Motion"), pursuant to 16 C.F.R. § 3.45(b), for an order granting *in camera* treatment of certain deposition testimony taken from Andrew G. Oland, President and Chief Executive Officer of Moosehead on August 16, 2013 (the "Oland Deposition") in connection with this adjudicative proceeding by both Complaint counsel and Respondents counsel. Certain excerpts of such deposition testimony have been designated by the parties for introduction in the administrative trial in this matter.

By letter dated November 19, 2013, Complaint Counsel notified Moosehead that it intends to introduce into evidence certain excerpts of the Oland Deposition at the administrative trial. Counsel for Respondent Ardagh Group S.A. has also notified Moosehead by letter dated November 19, 2013 that Respondents intend to introduce into evidence certain excerpts from the transcripts of the Oland Deposition at trial.

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Complaint Counsel and all Respondents Counsel have indicated they will not oppose this Motion.

The Oland Deposition transcript excerpts designated by Complaint Counsel and Respondents for possible introduction contain information whose disclosure will likely result in serious injury to Moosehead and its business. Moreover, other portions of the Oland Deposition that may not have been designated but that could be disclosed also contain information whose disclosure will likely result in serious injury to Moosehead and its business. The Oland Deposition is attached as Exhibit A to the Declaration of Andrew G. Oland in Support of the Unopposed Motion of Non-Party Moosehead Breweries Limited for *In Camera* Treatment of Proposed Evidence (the "Oland Declaration" or "Oland Decl."), which is attached as Exhibit 1 and incorporated herein by reference. The specific excerpts of the Oland Deposition for which Moosehead seeks *in camera* treatment are identified in Exhibit B to the Declaration (collectively, the "Confidential Information"). Moosehead seeks *in camera* treatment of the Confidential Information for a period of five (5) years from the date entry of any order granting this Motion. In addition, Moosehead seeks *in camera* treatment for an indefinite period of that portion of the Confidential Information that Moosehead has additionally identified as trade secrets of Moosehead for which the sensitivity of this information if disclosed would not decrease over time.

The Confidential Information contains competitively sensitive information, confidential business records, and in certain instances trade secrets, including, but not limited to, information related to Moosehead's contract packaging relationships, identification and description of negotiations with suppliers and customers, internal company structure and capacity, pricing information, policies, and strategies, and

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business and/or marketing strategies, and which Moosehead holds in strictest confidence. If publicly disclosed, the Confidential Information would provide Moosehead's competitors with an unfair competitive advantage and would likely result in irreparable harm to Moosehead's efforts to maintain and increase its competitiveness in the marketplace, its contract packaging relationships and Moosehead's efforts to maintain and/or lower its costs of goods sold. Therefore, pursuant to 16 C.F.R. § 3.45(b), Moosehead respectfully moves for in camera treatment of the Confidential Information identified in Exhibit B to the Oland Declaration for a period of five years and, as discussed below, with respect to certain limited excerpts of the Oland Deposition for an indefinite period because such testimony constitutes trade secrets of Moosehead.

I. STANDARD FOR *IN CAMERA* TREATMENT

Information of a non-party produced in an adjudicative proceeding merits *in camera* treatment where public disclosure "will result in a clearly defined, serious injury to the person or corporation whose records are involved." 16 C.F.R. § 3.45(b); *H.P. Hood & Sons, Inc.*, 58 F.T.C. 1184, 1188 (1961). An applicant for *in camera* treatment must show that the information at issue is "sufficiently secret and sufficiently material to [the applicant's] business that disclosure would result in serious competitive injury." *In re Gen. Foods Corp.*, 95 F.T.C. 352, 355 (1980). See also *In re Bristol-Myers Co.*, 90 F.T.C. 455, 456 (1977). The factors typically considered in determining whether this standard has been met include (1) the extent to which the information is known outside of a business; (2) the extent to which it is known by employees and others involved in the business; (3) the extent of measures taken by the business to guard the secrecy of the information; (4) the value of the information to the business and its competitors; (5) the amount of effort or money expended by the business in developing the information; and

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(6) the ease or difficulty with which the information could be properly acquired or duplicated by others. *In re Bristol-Myers Co.*, 90 F.T.C. at 456.

A showing of injury may consist of extrinsic evidence or, in certain instances, may be inferred from the nature of the documents themselves. *In re E.I. Dupont de Nemours & Co.*, 97 F.T.C. 116 (1981); *Hood* 58 F.T.C. at 1188. Administrative law judges have broad discretion in applying these factors to determine whether information warrants *in camera* treatment. *See In re Gen. Foods Corp.*, 95 F.T.C. 352. Moreover, the Commission has stated that a request for *in camera* treatment by a non-party company to an FTC proceeding (such as *Moosehead*) should be given “special solicitude.” *In re Crown Cork & Seal Co.*, 71 F.T.C. 1714 (1967) (“[P]etitioner’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”); *accord In re Kaiser Aluminum & Chem. Corp.*, 103 F.T.C. 500 (1984) (requests for *in camera* treatment by third parties should be given special solicitude because, as a policy matter, such treatment encourages the third party to cooperate with future adjudicative discovery requests).

The Commission also has recognized that it may be appropriate to provide *in camera* treatment for certain business records and information. *In re Champion Spark Plug Co.*, 1982 FTC LEXIS 85 at *2 (April 5, 1982); *Hood*, 58 F.T.C. at 1188-89; *In re Kaiser Aluminum*, 103 F.T.C. at 500. Where *in camera* treatment is granted for business information, such as business strategies, marketing plans, pricing policies, sales documents, or contractual relationships, it is typically provided for two to five years. *See, e.g., In re McWaine, Inc.*, 2012 FTC LEXIS 143, at *4-5, 7-10, 13 (Aug. 17, 2012) (finding documents and deposition testimony comprised of customer data,

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pricing and cost information, business strategies, negotiating strategies, proprietary financial information, sales volumes of certain product items, and financial and sales information should be protected for a period of five years); *In re Union Oil Co. of Cal.*, 2004 FTC LEXIS 223, at *2 (Nov. 22, 2004); *In re Int'l Ass'n of Conference Interpreters*, 1996 FTC LEXIS 298, at *13-14 (June 26, 1996); *In re Champion Spark Plug Co.*, 1982 FTC LEXIS 85, at *4 (Apr. 5, 1982); *In re Champion Spark Plug Co.*, 1982 FTC LEXIS 92, at *5-6, 9 (Mar. 4, 1982).

In addition, Rule of Practice 3.45(b)(3) permits certain confidential information to be protected for an indefinite period in the unusual case that the need for confidentiality of the material, or portion thereof at issue is not likely to decrease over time. Examples of documents meriting indefinite in camera treatment are trade secrets, such as secret formulas, processes, and other secret technical information, and information that is privileged. *See Hood*, 58 F.T.C. at 1189; *In re R.R. Donnelley & Sons Co.*, 1993 FTC LEXIS 32, at *3 (Feb. 18, 1993); *In re Textron, Inc.*, 1991 FTC LEXIS 135, at *1 (Apr. 26, 1991).

II. PORTIONS OF THE OLAND DEPOSITION MEET THE STANDARD FOR IN CAMERA TREATMENT

Much of the information contained in the Oland Deposition and specifically identified as Confidential Information on Exhibit B to the Oland Declaration is confidential and broad disclosure of this information would cause serious competitive injury to Moosehead, thereby meeting the standard set forth by the Commission for *in camera* treatment. *In re Gen. Foods Corp.*, 95 F.T.C. at 355. As set forth in the Oland Declaration, which is incorporated into this Motion, Moosehead has expended considerable time, effort, and expense in developing and protecting from disclosure the

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information in the Oland Deposition constituting Confidential Information. (Oland Decl. ¶¶ 2, 3 and 5.) Moosehead is a privately held company and it would be extremely difficult for Moosehead's competitors or customers to obtain the information contained in the Confidential Information. (Oland Decl. ¶¶ 3 and 5.) The Confidential Information would be difficult – if not impossible – for Moosehead's many competitors or other outside persons to access or duplicate. (Oland Decl. ¶ 3.) In addition, the Confidential Information constitutes "Confidential Material" within the definition contained in paragraph 1 of Attachment A to that certain Protective Order Governing Discovery Material dated July 1, 2013 (the "Protective Order") and Complaint Counsel and Respondents Counsel designated the entire transcript of the Oland Deposition as confidential after the deponent's request at the outset of the Oland Deposition. (Oland Decl. ¶ 4.) It is clear that the Confidential Information has been closely guarded, is not disseminated outside of Moosehead, is limited in its internal dissemination, and could not easily be accessed by a competitor given Moosehead is a private company.

Significantly, at the start of the deposition that contains the Confidential Information, and as a condition of Moosehead's CEO and President agreeing to provide testimony about the Confidential Information, Moosehead was assured that none of the testimony would become part of the public record and that the deposition transcript would be marked as confidential. (Oland Decl. ¶4). Moosehead relied on those assurances and that agreement and its President and CEO would not have provided testimony without those assurances of confidentiality.

The disclosure of any portion of the Confidential Information can irreparably harm Moosehead's business, provide its competitors with an unfair advantage over Moosehead and will likely lead to the loss of those business advantages over those

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competitors. "The likely loss of business advantages is a good example of a 'clearly defined serious injury.'" *In re Dura Lube Corp.*, 1999 FTC LEXIS 255, AT *7 (Dec. 23, 1999). For example, Moosehead discloses information related to the details of Moosehead's contract packaging relationships, product mix, plant capacities, negotiations with key suppliers and strategic decision making and process related to its facilities and supplier relationships that have taken a great deal of time and expense by Moosehead to develop. (Oland Decl. ¶¶ 5, 6, 7 and 8.) If disclosed, such Confidential Information would allow Moosehead's competitors insights that would irreparably harm Moosehead. (Oland Decl. ¶ 5.) In addition, suppliers could use such information to their unfair advantage in subsequent negotiations, giving those competitors an unfair competitive business advantage over Moosehead. (Oland Decl. ¶ 5.)

Similarly, information regarding Moosehead's product mix and product sale percentages, pricing and pricing risks, and costs of goods in the US market are contained in the Confidential Information. Public disclosure of this information could result in irreparable harm to Moosehead's efforts to retain certain business advantages and maintain and/or lower its costs of goods sold. (Oland Decl. ¶ 7.)

The Confidential Information also identifies and/or reveals business strategies, contract details with its suppliers, and describes confidential negotiations with and approaches to contract negotiations with suppliers. (Oland Decl. ¶¶ 6, 7, and 8.) Public disclosure of this information would provide Moosehead's competitors with valuable insight into Moosehead's costs and business strategy, giving those competitors an unfair competitive advantage over Moosehead and this information also could be used by suppliers in future negotiations with Moosehead. *Id.* Further, Disclosure of this

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information could result in irreparable harm to Moosehead's efforts to maintain, negotiate and/or improve its competitiveness in the marketplace. (Oland Decl. ¶ 5.)

Based upon the above facts, and the support demonstrated by the Oland Declaration, Moosehead has adequately demonstrated the secrecy and materiality set forth in *Bristol-Myers*, 90 F.T.C. at 456-57, and, therefore, should be afforded *in camera* status for the portions of the Oland Deposition identified as Confidential Information in Exhibit B to the Oland Declaration.

III. *IN CAMERA* TREATMENT OF THE CONFIDENTIAL INFORMATION SHOULD EXTEND FOR NO LESS THAN A FIVE YEAR PERIOD AND INDEFINITELY FOR CERTAIN CONFIDENTIAL INFORMATION

Moosehead seeks *in camera* treatment for the Confidential Information portions of the Oland Deposition for a period of five years. As a non-party seeking *in camera* treatment for its confidential business information, Moosehead's request should be treated with special solicitude. *In re Kaiser Aluminum & Chem. Corp.*, 103 F.T.C. at 500 (order directing *in camera* treatment for non-party's sales statistics over five years old). Reasonable periods of *in camera* treatment encourage non-parties to cooperate with future discovery requests in adjudicative proceedings. *Id.* At its own expense and the time and resources of its President and CEO, among others, Moosehead voluntarily cooperated with the discovery request of Respondents in appearing for deposition. The testimony has been made available for use by the parties in accordance with terms of the Protective Order and consistent with the basis upon which Mr. Oland agreed to testify at deposition.

The Confidential Information further identified in paragraph 10 of the Oland Declaration warrants lasting protection because this Confidential Information is "sufficiently secret and sufficiently material to [Moosehead's] business and disclosure

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would result in competitive injury.” *In re Gen. Foods Corp.*, 95 F.T.C. at 355; 16 C.F.R. § 3.45(b); Hood, 58 F.T.C. at 1188 (“courts have generally attempted to protect confidential business information from unnecessary airing”). Indefinite *in camera* treatment is granted under certain unusual circumstances, including where the competitive sensitivity or the proprietary value of the information will not diminish over time. *In re Coca Cola Co.*, 190 F.T.C. LEXIS 364 (Oct. 17, 1990). Trade secrets, secret formulas, processes, and other secret technical information and privileged information are examples of information given such indefinite treatment. *Hoeschst Marion Roussel, Inc.*, 2000 FTC LEXIS 157 (Nov. 22, 2000).

In this instance certain portions of the Confidential Information as identified in paragraph 10 of the Oland Declaration, constitute trade secrets. Specifically, such testimony includes fundamental information about certain supply arrangements that impact the whole of Moosehead’s business and any competitive advantage it may enjoy. In addition, such information also includes identification of certain customers that is not publicly known and whose disclosure could result in irreparable harm to the maintenance of such relationship and later negotiations with such customers. Under numerous state laws in the United States and the Uniform Trades Secrets Act generally, this type of information would constitute trade secrets that would not be revealed and for which the negative impact of disclosure does not diminish with the passage of time.¹

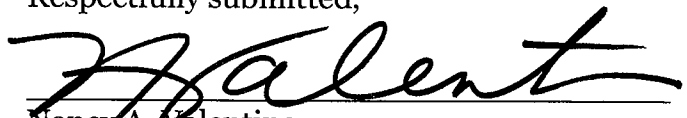
¹ The Uniform Trade Secrets Act (“UTSA”) has been adopted by forty-seven (47) states, the District of Columbia, Puerto Rico and the U.S. Virgin Islands. Under the UTSA, the definition of “trade secret” includes information including a formula, pattern, compilation, program, device method, technique, or process that

(i) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

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Complaint counsel and all Respondents counsel have indicated they will not oppose this Motion. Disclosing the Confidential Information containing Moosehead's confidential business information will not materially promote the resolution of this matter. Instead, the disclosure will materially harm Moosehead and cause a loss of its business advantages. This Court should protect third parties that agree to permit discovery with the understanding that their confidential information will be preserved and honor the agreements that facilitate that third-party discovery. Therefore, the balance of the public interest with Moosehead's business interests favors *in camera* treatment of the Confidential Information in the Oland Deposition. A proposed Order is attached as Exhibit 2 for the convenience of the Court.

Respectfully submitted,



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And

(ii) It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." Unif. Trade Secrets Act, §1 (1) (amended 1985). Similarly, Ohio and several other states use a broader definition as follows, in pertinent part, "information, including the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, **or any business information or plans, financial information**, or listing of names, addresses, or telephone numbers." O.R.C. § 1336.61 (2013) (emphasis added); *see also* 765 ILCS 1065/2 (2013) (including non-technical data, financial data and lists of actual or potential customers or suppliers in definition of trade secrets).

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CERTIFICATE OF SERVICE

I hereby certify that on December 6, 2013, I mailed an original and two copies of the foregoing document along with an electronic copy on CD by FedEx for first A.M. delivery on December 9, 2013 for filing to:

Donald S. Clark, Secretary
Federal Trade Commission
600 Pennsylvania Avenue, NW, Room H-113
Washington, DC 20580

I also certify that a one copy of the foregoing document has been delivered via electronic mail, and by overnight courier (Federal Express) for delivery on December 9, 2013 to:

The Honorable D. Michael Chappell
Administrative Law Judge
Federal Trade Commission
600 Pennsylvania Avenue, NW, Room H-110
Washington, DC 20580

I further certify that a copy of the foregoing document has been delivered via electronic mail to:

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December 6, 2013


Nancy A. Valentine
*One of the Attorneys for Moosehead Breweries
Limited*

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EXHIBIT 1

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

In the Matter of

**ARDAGH GROUP S.A.
a public limited liability company, and**

**SAINT-GOBAIN CONTAINERS, INC.,
a public limited liability company, and**

**COMPAGNIE DE SAINT-GOBAIN,
a corporation,**

Respondents.

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**DECLARATION OF ANDREW G. OLAND IN SUPPORT OF THE
UNOPPOSED MOTION OF NON-PARTY MOOSEHEAD BREWERIES
LIMITED'S FOR *IN CAMERA* TREATMENT OF PROPOSED EVIDENCE**

I, Andrew G. Oland, declare as follows:

1. I am currently the President and CEO of Moosehead Breweries Limited ("Moosehead"), and have held the position of President since April 2008 and the position of CEO since earlier this year. In my position I am responsible for overseeing the operations of the entire company.
2. I have reviewed the testimony for which Moosehead seeks *in camera* treatment, namely Exhibit B to this Declaration identifying specific excerpts of the transcript of the Deposition of Andrew G. Oland, President and CEO of Moosehead taken August 16, 2013 (collectively, the "Confidential Information"). The transcript of the Deposition of Andrew G. Oland taken August 16, 2013 and provided to Moosehead by the parties to this proceeding is attached to this Declaration as Exhibit A. By virtue of my current position with Moosehead, and having

provided this testimony, I am familiar with the information contained within the Confidential Information. Based upon my review of the Confidential Information, my knowledge of Moosehead's business, and my familiarity with the confidential protection afforded to this type of information by Moosehead, it is my belief that the disclosure of the Confidential Information to the public and to Moosehead's competitors would cause serious and irreparable competitive injury to Moosehead.

3. Moosehead has taken substantial measures to guard the Confidential Information by limiting its dissemination and taking every reasonable step to protect its confidentiality. This information is not known outside of Moosehead except to the extent necessary to engage in confidential contract negotiations or other confidential discussions with potential and existing customers, suppliers, and distributors. All of the Moosehead employees with access to this information understand the confidential and competitively-sensitive nature of this information and are not permitted to share it with outsiders, except in the confidential negotiations or discussions noted above. Finally, the information contained in the Confidential Information would be difficult – and in many instances, impossible -- for Moosehead's many competitors or other outside persons to access or duplicate, in part, because Moosehead is a private company.
4. In addition, at the start of my deposition, and as a condition of my agreeing to provide testimony about the Confidential Information, I was assured that none of my testimony would become part of the public record and that the deposition transcript would be marked as confidential. (Ex. A; Dep. at pp. 5-6, ll. 19-25, 1-4;

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- p. 57, l. 10). I relied on those assurances and that agreement and I would not have provided that testimony without those assurances of confidentiality.
5. Moosehead is a private corporation and the information identified in #2 and #3 on Exhibit B is confidential and disclosed only to a limited number of Moosehead employees who have a need to know the information in order to perform their job functions. For example, that testimony reveals, among other things, internal information about Moosehead's facilities and capacity that would not be available anywhere else and could be used by a competitor to the detriment of Moosehead. Public disclosure of this information could result in irreparable harm to Moosehead's efforts to maintain and increase its competitiveness in the marketplace.
 6. The information contained in #1, #4, #6 and #7 reveals details of Moosehead's contract packaging relationships. These relationships have taken a great deal of time and expense to develop. Public disclosure of this information would provide Moosehead's competitors insight into these relationships, giving those competitors an unfair competitive advantage over Moosehead or perhaps provide them with the opportunity to damage or undermine Moosehead's future negotiations. In addition, the parties to those relationships, or other potential packaging contractors could use that information to Moosehead's detriment in their negotiations with Moosehead. Public disclosure of this information could result in irreparable harm to Moosehead's efforts to negotiate, maintain and/or improve its contract packaging relationships.
 7. The information contained in #5 reveals details of Moosehead's packaging mix, pricing and pricing risks, and costs of goods in the U.S. market and public

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disclosure of this information could result in irreparable harm to Moosehead's efforts to retain certain business advantages and maintain and/or lower its costs of goods sold. This business, financial and strategic information would not otherwise be available to competitors and if disclosed, could provide insights or access that those competitors could use against Moosehead.

8. The information contained in #8 identifies and/or reveals contract details of its suppliers, describes negotiations by Moosehead with suppliers, and approaches to contract negotiations by Moosehead with suppliers. Public disclosure of this information would provide Moosehead's competitors with valuable insight into Moosehead's costs and business strategy, giving those competitors an unfair competitive advantage over Moosehead or perhaps provide them with the opportunity to damage or undermine Moosehead's future negotiations with those suppliers. In addition, those suppliers, or other potential suppliers could use that information to Moosehead's detriment in any future negotiations with Moosehead. Public disclosure of this information could result in irreparable harm to Moosehead's efforts to maintain, negotiate and/or improve its competitiveness in the marketplace.
9. The information contained in #9 and #10 deals with industry information, business strategy information, and/or marketing strategy information confidential to Moosehead. Public disclosure of this information could result in harm to Moosehead in its dealings with these issues and cause it to lose business advantages in favor of its competitors. Were a competitor to know this information, such a competitor could gain a significant business advantage at the expense of Moosehead.

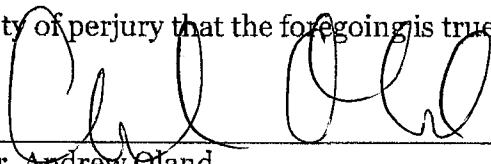
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10. *In camera* treatment of the Confidential Information specifically located in the Oland Deposition at Page 8, line 20 through Page 9, line 3; Page 12, line 16 through line 20; Page 24, line 9 through line 16; Page 18, line 1 through Page 20, line 20; Page 32, line 8 through Page 33, line 8; Page 35, line 24 through Page 36, line 4; Page 36, line 16 through Page 37, line 9; Page 37, line 25 through Page 38, line 8; Page 40, line 2 through line 24; Page 45, line 18 through line 25; Page 48, line 22 through Page 51, line 6; Page 55, line 15 through line 22; and Glossary, Page 4, is particularly important because it is highly sensitive and qualifies as a trade secret that should never be revealed to the public. As for the remaining Confidential Information, *in camera* treatment of that information should be maintained for at least three years to avoid serious injury to Moosehead's overall business and competitive position.

[SIGNATURE PAGE FOLLOWS]

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I declare under penalty of perjury that the foregoing is true and correct.



Mr. Andrew Oland
President & CEO
Moosehead Breweries Limited

Signed this 5th day of December, 2013.

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Exhibit "A"

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

FEDERAL TRADE COMMISSION)	
Plaintiff,)	
)	Civil Action No.
vs.)	1:13-cv-01021-RMC
)	
ARDAGH GROUP S.A. and)	
COMPAGNIE DE SAINT-GOBAIN and)	
SAINT-GOBAIN CONTAINERS, INC.,)	
Defendants.)	

-- CONFIDENTIAL --

DEPOSITION of ANDREW OLAND, President and
CEO of Moosehead Breweries Limited, held at
the premises of Moosehead Breweries Limited,
89 Main Street in the City of Saint John,
County of St. John, Province of New
Brunswick, Canada, the Sixteenth day of
August AD 2013, before court reporter Kathryn
Burke.

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APPEARANCES

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Counsel for the Defendants Compagnie de Saint-Gobain and
Saint-Gobain Containers

(8:46 a.m.)

ON THIS Sixteenth day of August in the Year of Our
Lord Two Thousand Thirteen Did Personally Come and Appear
ANDREW OLAND, Who, having been duly sworn, doth depose
and say as follows:

EXAMINATION-IN-CHIEF BY MS. VISWANATHA:

Q. Good morning, Mr. Oland. My name is Veena
Viswanatha. I'm with the law firm Cravath, Swaine & Moore and I
represent Compagnie de Saint-Gobain and Saint-Gobain Containers
in this matter. Can you please state your full name for the
record?

A. Andrew Gwilym Oland, G-W-I-L-Y-M.

Q. Mr. Oland, have you ever been deposed before?

A. I do not believe so.

MS. ROBINSON: And, Veena, I don't want to interrupt,
but just for the record, I'll introduce myself, too. I'm
Meredith Robinson, representing the U.S. Federal Trade
Commission.

MS. VISWANATHA:

Q. Okay, Mr. Oland, I'll be asking you a series of
questions. If you don't understand a question, please say so
and I will try to clarify it; and if you don't say otherwise, I
will assume you understood my question. When you respond to a
question, please use words rather than gestures so the court

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reporter can --

A. Sure.

Q. -- transcribe your response. And if at any time
you would like to take a break, just let me know. As Ms.
Robinson said, she represents the Federal Trade Commission in
this proceeding. She may at times have objections to my
questions, but you should still answer the question. Does that
all make sense?

A. I'm not sure about the last point. Can you
elaborate?

Q. Sure. So Ms. Robinson may raise objections to my
questions and that is just to preserve the objection for
determining whether this evidence is admissible in a court
proceeding.

A. Okay.

Q. But you should still answer --

A. Sure.

Q. -- regardless of her objection.

A. May I ask a question?

Q. Of course.

A. Can someone explain to me the parameters around
confidential information of Moosehead Breweries and what -- what
information would become, or potentially become, part of the
public record?

Q. So we ask that the transcript from this

