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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 )  
corporation, and )  
 )  
Compagnie de Saint-Gobain, a )  
corporation, )  
 )  
Respondents. )  
\_\_\_\_\_

DOCKET NO. 9356  
PUBLIC

**NON-PARTY OWENS-ILLINOIS INC.'S MOTION  
FOR IN CAMERA TREATMENT OF PROPOSED TRIAL EXHIBITS**

Owens-Illinois, Inc. ("OI"), which is not a party to the above-captioned matter, respectfully requests that this Court grant its motion for *in camera* treatment of the proposed trial exhibits that are attached to the accompanying Declaration of MaryBeth Wilkinson dated December 6, 2013 (the "Wilkinson Decl.") as Exhibits A through N (the "Confidential OI Trial Exhibits").<sup>1</sup> These exhibits were produced by OI in response to investigatory subpoenas and/or subpoenas *duces tecum* issued by Complaint Counsel and Respondents in the related federal action (*F.T.C. v. Ardagh Group S.A., et al.*, 13-CV-1021 (BJR) (D.D.C.)). All of these exhibits have been designated by either Complaint Counsel and/or Respondents as trial exhibits in the administrative trial of this matter. In producing these documents, OI designated all of these documents as confidential.

OI is a Fortune 500 company that specializes in container glass products. It is a leading manufacturer of packaging products in North America. The information contained in the

<sup>1</sup> References to "Ex. \_\_\_" refer to the exhibits to the Wilkinson Declaration dated December 6, 2013.

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Confidential OI Trial Exhibits is competitively sensitive information and held in strict confidence by OI.

The Confidential OI Trial Exhibits fall into two categories. First, Exhibit A contains OI's North America Region 3-Year Business Plan for 2013-2015 (the "3-Year Business Plan"), which contains specific information on OI's overall strategy to grow its business in North America and increase market share versus its competitors through 2015. Second, Exhibits B through N, contain a series of internal OI PowerPoint presentations on specific contract proposals being made by OI to potential customers (the "OI Contract Proposals"). Wilkinson Decl. ¶ 8. These presentations contain OI's negotiating strategy to successfully win business from these potential customers. Wilkinson Decl. ¶ 14. The Confidential OI Trial Exhibits thus contain sensitive information on OI's strategy for expanding its business at the expense of its competitors. If that information were to be freely available to the competition through public disclosure, OI's competitive position would be directly and seriously harmed. Wilkinson Decl. ¶¶ 12-18. Under 16 C.F.R. §3.45(b), OI respectfully moves for *in camera* treatment of these documents.

#### **LEGAL STANDARD**

The Confidential OI Trial Exhibits at issue in this motion warrant *in camera* treatment under 16 CFR §3.45(b) which provides for *in camera* treatment of business information where disclosure "will result in a clearly defined, serious injury to the person or corporation whose records are involved." *H.P. Hood and Sons, Inc.*, 58 F.T.C. 1184, 1188 (1961). This showing can be made by establishing the document in question is "sufficiently secret and sufficiently material to the applicant's business that disclosure would result in serious competitive injury." *In re Dura Lube Corp.*, 1999 F.T.C. LEXIS 255, at \*6 (Dec. 23, 1999) (*quoting General Foods Corp.*, 95 F.T.C. 352, 355 (1980)). Under these circumstances "courts generally attempt to

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protect confidential business information from unnecessary airing.” *H.P. Hood and Sons, Inc.*, 58 F.T.C. at 1188.

The six factors to be weighed in determining whether the documents in question are sufficiently material and secret that disclosure would result in serious competitive injury are:

- (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 applicants to guard the secrecy of the information;
- (4) The value of the information to the applicant and its competitors;
- (5) The amount of effort or money expended by the applicant in developing the information; and
- (6) The ease or difficulty with which the information could be properly acquired or duplicated by others.

*Dura Lube Corp.*, 1999 F.T.C. LEXIS 255, at \*6-\*7 (quoting *Bristol Meyers Co.*, 90 F.T.C. 455, 456-57 (1977)).

A nonparty requesting *in camera* treatment deserves “special solicitude” for its confidential business information. *In the matter of Kaiser Aluminum and Chemical Corporation*, 103 F.T.C. 500, at \*1 (1984) (directing *in camera* treatment for sales statistics). *In camera* treatment for long time periods and even indefinitely is granted under certain circumstances

where the competitive sensitivity or the proprietary value of the information will not diminish with the passage of time. *See e.g., In re Coca Cola Company*, 1990 F.T.C. LEXIS 364, at \*3-\*7

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(Oct. 17, 1990) (granting indefinite *in camera* treatment for “market research, strategy planning data”).

**ARGUMENT**

**I OI’S CONFIDENTIAL TRIAL EXHIBITS WARRANT *IN CAMERA* TREATMENT BECAUSE PUBLIC DISCLOSURE WOULD RESULT IN SERIOUS COMPETITIVE INJURY TO OI.**

**A. The 3-Year Business Plan Contains Highly Confidential and Commercially Sensitive Business Information.**

The 3-Year Business Plan (Ex. A) contains highly confidential and commercially sensitive business information. Specifically, it contains OI’s internal financial projections for 2013 through 2015 broken down in detail including projected profit margins. Ex. A at 11. Moreover, the plan contains OI’s specific strategy for improving its business in North America by differentiating itself with customers from the competition. Ex. A at 6; Wilkinson Decl. ¶ 12.

Put simply, public disclosure of the 3-Year Business Plan would significantly hurt OI versus its competition by revealing the company’s internal strategy for improving its business and gaining market share. OI has expended significant time, energy and resources in developing its North America strategy, which is a strategy that OI believes will improve its competitive advantage in the marketplace. Disclosure of this strategy will result in serious damage to OI’s competitive position. Wilkinson Decl. ¶ 13.

**B. The OI Contract Proposals Contain Highly Confidential and Commercially Sensitive Business Information.**

The OI Contract Proposals (Exs. B-N) are internal OI PowerPoint presentations regarding specific contract proposals for specific customers. These presentations outline OI’s approach and negotiating tactics that it intends to employ in approaching the customer with a contract proposal. These presentations not only outline negotiating tactics, but include specific pricing information for the customer. Wilkinson Decl. ¶ 14.

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An example of the type of sensitive information contained throughout these presentations is Exhibit G, which is a contract proposal to Diageo Legacy Spirits. On page 2 of Exhibit G is a slide that outlines “Negotiating Tactics”. This slide contains an outline of OI’s current negotiating position with Diageo in terms of price and terms, as well as alternative positions that OI could take in any negotiation. The slide further contains OI’s “walk away” position with Diageo. In addition, the presentation contains details on OI’s exact profit margins for products sold to Diageo. Ex. G at 23-25. While the Diageo presentation is one example, the remainder of the OI Contract Proposals contain similar information for other specific contract proposals with other customers. Wilkinson Decl. ¶ 16; *see* Ex. B at (containing negotiating strategy regarding AB – Windsor); Ex. C (same regarding Hood River Distilleries); Ex. D (same regarding MillerCoors); Ex. E (same regarding Pernod Ricard); Ex. F (same regarding A-B InBev); Ex. H (same regarding MillerCoors); Ex. I (same regarding Abita Brewing Company); Ex. J (same regarding Boston Beer); Ex. K (same regarding New Belgium); Ex. L (same regarding Diageo); Ex. M (same regarding Bacardi); Ex. N (same regarding Gambrinus).

If the OI Contract Proposals were to be publicly disclosed, OI’s competitors would have access to OI’s internal methods and tactics for approaching customers to secure contracts, including specific pricing information and terms offered to specific customers. OI’s competitors would be able to use this information to gain an understanding of OI’s internal negotiating process with customers and therefore gain a competitive advantage when negotiating with those same customers themselves. Wilkinson Decl. ¶ 17.

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**C. OI’s Prospective Pecuniary Loss From Disclosure of the Confidential OI Trial Exhibits Qualifies as a Serious Injury Necessitating *In Camera* Treatment.**

OI’s prospective pecuniary loss from disclosure of the 3-Year Business Plan and the OI Contract Proposals qualifies as the “clearly defined, serious injury” required to demonstrate a

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need for *in camera* treatment. Wilkinson Decl. ¶ 18. “The likely loss of business advantages is a good example of a clearly defined serious injury.” *In re Dura Lube Corp.*, 1999 F.T.C. 255, at \*7. Materials that “represent[] a significant work product, compiled at great expense, [and the] disclosure of which would give other companies the benefit of [the applicant’s] labors” are good candidates for *in camera* treatment. *In re General Foods*, 1980 F.T.C. LEXIS 99, at \*3 (Mar. 10, 1980).

**II OI HAS GUARDED THE SECRECY AND CONFIDENTIALITY OF THE CONFIDENTIAL TRIAL EXHIBITS.**

OI has taken substantial measures to guard the secrecy of the information contained in the Confidential OI Trial Exhibits. OI has limited the dissemination of such information and has taken every reasonable step to protect its confidentiality. Such information is disclosed only to particular OI employees, and is not known outside of OI except to the extent necessary to engage in confidential contract negotiations. The information contained in the Confidential OI Trial Exhibits would be extremely difficult for OI’s competitors or other outside persons to access or duplicate. These efforts demonstrate that OI has gone to great lengths to preserve the confidentiality of the information contained in the Confidential OI Trial Exhibits. Wilkinson Decl. ¶¶ 9-10.

Moreover, OI is also contractually obligated to maintain the confidentiality of certain of the commercially sensitive business information contained in the OI Contract Proposals based on its contractual arrangements with customers. OI’s customers have a similar interest in ~~maintaining the confidentiality of the terms of its contracts, disclosure of which would~~ disadvantage them competitively. Wilkinson Decl. ¶¶ 10-11.

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**III THE PUBLIC INTEREST IN DISCLOSURE OF THE CONFIDENTIAL TRIAL EXHIBITS IS OUTWEIGHED BY THE LIKELIHOOD OF SERIOUS COMPETITIVE HARM TO OI.**

As a non-party to this matter, OI deserves “special solicitude” in requesting *in camera* treatment for its confidential business information. *In the matter of Kaiser*, 103 F.T.C 500, at \*1. *In camera* treatment of information for reasonable periods of times encourages nonparties to cooperate with future discovery requests in adjudicative proceedings. *Id.* OI has cooperated with discovery demands in this case, and “public understanding of this proceeding does not depend on access to” OI’s highly confidential information. *Id.*; Wilkinson Decl. ¶ 4. The balance of interests clearly favors *in camera* treatment for the Confidential OI Trial Exhibits. *See Bristol*, 90 F.T.C. at 456 (describing six factor test for determining secrecy and materiality).

**IV IN CAMERA PROTECTION FOR THE CONFIDENTIAL OI TRIAL EXHIBITS SHOULD BE EXTENDED TEN YEARS.**

The nature of the highly confidential information contained in the Confidential OI Trial Exhibits warrants *in camera* treatment for ten years. This is because the competitive sensitivity or the proprietary value of the information will not diminish in a shorter passage of time. *In re Coca Cola*, 1990 F.T.C. LEXIS 364, at \*4-\*7 (*in camera* treatment granted for papers more than three years old). Unlike ordinary business records, the strategic information contained in the Confidential OI Trial Exhibits is extremely sensitive and has enduring proprietary value to OI’s competitive position and business strategy. Wilkinson Decl. ¶¶ 19-22.

The OI Contract Proposals contain strategy for engaging potential customers. While ~~some pricing information may become stale over time, these documents contain the overall~~ methodology for negotiation with customers. This will not change significantly from year to year over time. Wilkinson Decl. ¶ 20. Moreover, with regards to OI’s 3-Year Business Plan, while the plan itself covers OI’s plans through 2015, the strategic steps detailed in the plan are

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long-term plans that will continue to be implemented far beyond 2015. Wilkinson Decl. ¶ 21.

At a minimum, OI requests *in camera* treatment for a period of ten years to provide an opportunity for the information contained in the Confidential OI Trial Exhibits to become less sensitive. Wilkinson Decl. ¶ 22.

**CONCLUSION**

For the foregoing reasons, OI respectfully requests that the Court grant this motion and require *in camera* treatment for the exhibits attached to the accompanying Wilkinson Declaration.

Respectfully submitted,

SIMPSON THACHER & BARTLETT LLP

/s/ Joseph F. Tringali

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*Attorneys for Non-Party Owens-Illinois, Inc.*



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CERTIFICATE OF SERVICE

I hereby certify that I caused to be filed the foregoing PUBLIC document electronically using the FTC's E-Filing System, which will send notification of such filing to the following. I also certify that I caused to be delivered via hand delivery a copy of the *IN CAMERA* exhibits to the Wilkinson Declaration filed under seal to the following:

Donald S. Clark  
Secretary  
Federal Trade Commission  
600 Pennsylvania Avenue, N.W., Rm. H-113  
Washington, D.C. 20580  
dclark@ftc.gov

I also certify that I caused to be delivered via electronic mail and hand delivery a copy that is a true and correct copy of the original of the foregoing PUBLIC document to and that I also caused to be delivered via hand delivery a copy of the *IN CAMERA* exhibits to the Wilkinson Declaration filed under seal to:

The Honorable D. Michael Chappell (oalj@ftc.gov)  
Administrative Law Judge  
Federal Trade Commission  
600 Pennsylvania Avenue, N.W., Rm. H-110  
Washington, D.C. 20580

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*Counsel for Respondent Compagnie  
de Saint-Gobain and Saint-Gobain  
Containers, Inc.*

Dated: December 9, 2013

/s/ Michael J. Castiglione  
Michael J. Castiglione

*Attorney for Non-Party Owens-  
Illinois, Inc.*

CERTIFICATE FOR ELECTRONIC FILING

I hereby certify that the electronic copy of the foregoing PUBLIC document is a true and correct copy of the paper original of the signed document that is available for review by the parties and the adjudicator.

Dated: December 9, 2013

By:

/s/ Michael J. Castiglione  
Michael J. Castiglione

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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 corporation, and	)	DOCKET NO. 9356
	)	<b>PUBLIC</b>
	)	
Compagnie de Saint-Gobain, a corporation,	)	
	)	
	)	
Respondents.	)	

**DECLARATION OF MARYBETH WILKINSON IN SUPPORT  
OF NON-PARTY OWENS-ILLINOIS, INC.'S MOTION FOR *IN CAMERA*  
TREATMENT OF PROPOSED TRIAL EXHIBITS**

1. I am Associate General Counsel for Owens-Illinois, Inc. ("OI"), and submit this declaration in support of OI's motion for *in camera* treatment of certain proposed trial exhibits that were produced by OI in response to investigatory subpoenas and subpoenas *duces tecum* issued by Complaint Counsel or Respondents in connection with this matter.

2. Owens-Illinois, Inc. is a Fortune 500 company that specializes in container glass products. It is a leading manufacturer of packaging products in North America.

3. In my capacity as Associate General Counsel for OI, I am familiar with the highly confidential information that OI maintains in the course of planning its overall business strategy and in negotiating contracts with potential customers.

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**Background**

4. In connection with this matter, OI received a number non-party subpoenas for documents and testimony. OI has complied with all of these requests. OI has produced over 30,000 pages of documents and produced a witness for two separate depositions.

5. On November 19, 2013, counsel for OI was notified in writing by both Complaint Counsel and Respondents of their intention to introduce as trial exhibits certain documents produced by OI and designated as confidential.

6. By this motion, OI seeks *in camera* treatment for certain of these documents. These documents are attached hereto as Exhibits A through N (collectively, the “Confidential OI Trial Exhibits”).

7. Specifically, OI seeks *in camera* treatment for the following documents, true and correct copies of which are attached hereto:

- Exhibit A: O-I North America Region 3-Year Business Plan (OI000001)
- Exhibit B: AB - Windsor Contract Proposal (OI SUBPOENA 011498)
- Exhibit C: Hood River Distilleries Contract Proposal (OI SUBPOENA 012378)
- Exhibit D: MillerCoors Contract Proposal (OI SUBPOENA 012576)
- Exhibit E: Pernod Ricard Contract Proposal (FTCFILE00054708)
- Exhibit F: A-B InBev Bid Request (FTCFILE00055249)
- Exhibit G: Diageo Contract Proposal Legacy Spirits (PX3002-001)
- Exhibit H: MillerCoors Contract Proposal (FTC-OI-00595764)
- Exhibit I: Abita Brewing Company Proposal (FTC-OI-00200711)
- Exhibit J: Boston Beer Negotiation Proposal (PX3003-001)

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- Exhibit K: New Belgium Brewery Contract Proposal (FTC-OI-00048792-001)
- Exhibit L: Diageo Contract Proposal (PX3005-001)
- Exhibit M: Bacardi Contract Proposal (FTC-OI-00097506-001)
- Exhibit N: Gambrinus Importing Contract Proposal (FTC-OI-00031519-001)

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8. The Confidential OI Trial Exhibits fall into two categories. First, Exhibit A contains OI's North America Region 3-Year Business Plan for 2013-2015 (the "3-Year Business Plan"), which contains specific information on OI's overall strategy to grow its business in North America and increase market share versus its competitors through 2015. Second, Exhibits B through N contain a series of internal OI PowerPoint presentations on specific contract proposals being made by OI to potential customers (the "OI Contract Proposals").

**OI Has Taken Substantial Measures to Guard the Confidentiality of the Attached Trial Exhibits**

9. As an initial matter, OI has taken substantial measures to guard the information contained in the Confidential OI Trial Exhibits by limiting dissemination of such information and taking every reasonable step to protect its confidentiality. Such information is disclosed only to particular OI employees, and is not known outside of OI except to the extent necessary to engage in confidential contract negotiations.

10. The information contained in Exhibits A- N would be extremely difficult for OI's competitors or other outside persons to access or duplicate. OI is also contractually obligated through agreements with its customers to maintain the confidentiality of certain commercially sensitive business information contained in the OI Contract Proposals.

11. Furthermore, all of the Confidential OI Trial Exhibits were designated as confidential when produced by OI.

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**The 3-Year Business Plan (Exhibit A) Contains Highly Confidential and Commercially Sensitive Business Information.**

12. The 3-Year Business Plan (Exhibit A) contains highly confidential and commercially sensitive business information. This plan contains OI's internal financial projections for 2013 through 2015 broken down in detail, including projected profit margins. Ex. A at 11. Moreover, the plan contains OI's specific strategy for expanding its business in North America by differentiating itself with customers from the competition. Ex. A at 6.

13. Public disclosure of the 3-Year Business Plan would significantly hurt OI versus its competition by revealing the company's internal strategy for improving its business and gaining market share. OI has expended substantial time, effort, and resources to develop its North America strategy, which is a strategy that OI believes will improve its competitive advantage in the marketplace. Disclosure of this strategy will result in serious damage to OI's competitive position by giving the competition a roadmap to its North America strategy.

**The OI Contract Proposals (Exhibits B-N) Contain Highly Confidential and Commercially Sensitive Business Information.**

14. The OI Contract Proposals (Exs. B-N) are internal OI PowerPoint presentations regarding specific contract proposals for specific customers. These presentations outline OI's approach and negotiating tactics that it intends to employ in approaching a customer with a contract proposal. These presentations not only outline negotiating tactics, but include specific pricing information for each customer.

15. Exhibit G, for example, is a contract proposal presentation regarding Diageo Legacy Spirits. On page 2 of Exhibit G, there is a slide that outlines "Negotiating Tactics." This slide contains an outline of OI's current negotiating position with Diageo in terms of price and terms, as well as alternative positions that OI could take in any negotiation. The slide further

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contains OI's "walk away" position with Diageo. This presentation also contains details on OI's exact profit margins for each product sold to Diageo. Ex. G at 23-25.

16. The other contract proposal presentations attached hereto contain similar information for other customers that is confidential and commercially sensitive. *See* Ex. B at (containing negotiating strategy regarding AB – Windsor); Ex. C (same regarding Hood River Distilleries); Ex. D (same regarding MillerCoors); Ex. E (same regarding Pernod Ricard); Ex. F (same regarding A-B InBev); Ex. H (same regarding MillerCoors); Ex. I (same regarding Abita Brewing Company); Ex. J (same regarding Boston Beer); Ex. K (same regarding New Belgium); Ex. L (same regarding Diageo); Ex. M (same regarding Bacardi); Ex. N (same regarding Gambrinus).

17. If the OI Contract Proposals were to be publicly disclosed, OI's competitors would have access to OI's internal methods and tactics for approaching customers to secure contracts, including specific pricing information and terms offered to specific customers. OI's competitors would be able to use this information to gain an understanding of OI's internal negotiating process with customers and therefore gain a competitive advantage when negotiating with those same customers themselves.

### **OI Will Suffer Pecuniary Harm If These Trial Exhibits Are Publicly Disclosed**

18. Because of the commercially sensitive nature of the information contained in the Confidential OI Trial Exhibits, it is my belief that if these documents are publicly disclosed, OI's competitors would gain an unfair competitive advantage by being able to view and analyze OI's internal strategies for competing in the marketplace. It is my further belief that OI's competitors will use that information to gain an unfair advantage in the marketplace such that OI will suffer pecuniary harm to its business.

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**In Camera Protection for Ten Years Is Necessary**

19. The propriety value of the information contained in the Confidential OI Trial Exhibits will not diminish in a short period of time.

20. The OI Contract Proposals contains strategy for engaging potential customers. Though the pricing information may become somewhat less relevant over time, the overall negotiating strategy reflected in these documents will not.

21. With regards to OI's 3-Year Business Plan, while the plans contained in the document are through 2015, these plans are long-term plans that will continue to be implemented far beyond 2015.

22. Accordingly, OI requests *in camera* treatment for the attached exhibits for a period of ten years.

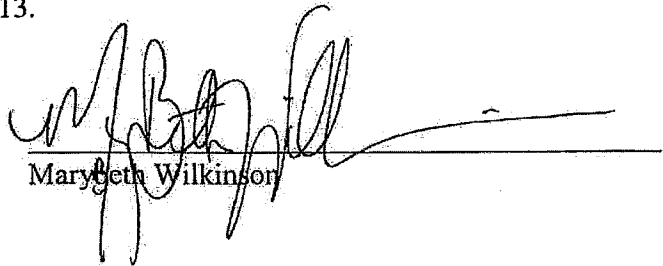


Requested Relief

23. For the reasons set forth herein, and in the accompanying memorandum, OI respectfully requests that the Court grant OI's motion for *in camera* treatment of the attached exhibits.

Pursuant to 28 U.S.C. Section 1746, I declare under the penalties of perjury that the foregoing is true and correct.

Dated this 6<sup>th</sup> day of December, 2013.

  
Marybeth Wilkinson

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**EXHIBITS A-N**  
**(FILED UNDER SEAL)**

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I hereby certify that I caused to be filed the foregoing PUBLIC document electronically using the FTC's E-Filing System, which will send notification of such filing to the following. I also certify that I caused to be delivered via hand delivery a copy of the *IN CAMERA* exhibits to the Wilkinson Declaration filed under seal to the following:

Donald S. Clark  
Secretary  
Federal Trade Commission  
600 Pennsylvania Avenue, N.W., Rm. H-113  
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de Saint-Gobain and Saint-Gobain  
Containers, Inc.*

Dated: December 9, 2013

/s/ Michael J. Castiglione  
Michael J. Castiglione

*Attorney for Non-Party Owens-  
Illinois, Inc.*

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By:

/s/ Michael J. Castiglione  
Michael J. Castiglione

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UNITED STATES OF AMERICA  
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In the Matter of	)	
	)	
Ardagh Group S.A., a public limited liability company, and	)	
	)	
Saint-Gobain Containers, Inc., a corporation, and	)	DOCKET NO. 9356
	)	PUBLIC
	)	
Compagnie de Saint-Gobain, a corporation,	)	
	)	
	)	
Respondents.	)	

**PROPOSED ORDER**

On December 9, 2013, Non-Party Owens-Illinois, Inc. ("OI") filed a Motion for *In Camera* Treatment of Proposed Trial Exhibits containing confidential business information supported by the Declaration of MaryBeth Wilkinson, dated December 6, 2013, attaching Exhibits A through N.

IT IS HEREBY ORDERED that OI's motion is GRANTED. The following documents, which were attached as exhibits to the Wilkinson Declaration, will be subject to *in camera* treatment under 16 CFR § 3.45 and kept confidential and not placed in the public record of this proceeding for a period of ten years:

- Exhibit A: O-I North America Region 3-Year Business Plan (OI000001)
- Exhibit B: AB - Windsor Contract Proposal (OI SUBPOENA 011498)
- Exhibit C: Hood River Distilleries Contract Proposal (OI SUBPOENA 012378)
- Exhibit D: MillerCoors Contract Proposal (OI SUBPOENA 012576)
- Exhibit E: Pernod Ricard Contract Proposal (FTCFILE00054708)
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- Exhibit K: New Belgium Brewery Contract Proposal (FTC-OI-00048792-001)

Exhibit L: Diageo Contract Proposal (PX3005-001)  
Exhibit M: Bacardi Contract Proposal (FTC-OI-00097506-001)  
Exhibit N: Gambrinus Importing Contract Proposal (FTC-OI-00031519-001)

IT IS FURTHER ORDERED that only authorized Federal Trade Commission personnel, and court personnel concerned with judicial review may have access to the above-referenced information, provided that I, the Commission, and reviewing courts may disclose such in camera information to the extent necessary for the proper disposition of the proceeding.

ORDERED: \_\_\_\_\_  
D. Michael Chappell  
Administrative Law Judge

DATED: \_\_\_\_\_

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CERTIFICATE OF SERVICE

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Administrative Law Judge  
Federal Trade Commission  
600 Pennsylvania Avenue, N.W., Rm. H-110  
Washington, D.C. 20580

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PUBLIC

I further certify that I caused to be delivered via electronic mail a .pdf copy that is a true and correct copy of the original of the foregoing PUBLIC document and that I also caused to be delivered via overnight Federal Express a copy of the *IN CAMERA* exhibits to the Wilkinson Declaration filed under seal to:

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Dated: December 9, 2013

/s/ Michael J. Castiglione  
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CERTIFICATE FOR ELECTRONIC FILING

I hereby certify that the electronic copy of the foregoing PUBLIC document is a true and correct copy of the paper original of the signed document that is available for review by the parties and the adjudicator.

Dated: December 9, 2013

By:

/s/ Michael J. Castiglione  
Michael J. Castiglione