

4. Admits that Anchor Hocking produces and sells glassware to, among other customers, food service customers. Denies that “food service glassware” is a distinct product line as a matter of fact or law. Except as stated above, denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 4 of the Complaint.

5. On information and belief, admits the allegations of paragraph 5 of the Complaint.

6. Admits the allegations of paragraph 6 of the Complaint.

7. Denies each and every allegation of paragraph 7 of the Complaint, and avers that Libbey proposes to acquire the stock of Anchor Hocking from Newell Rubbermaid pursuant to an Amended and Restated Stock Purchase Agreement, dated January 21, 2002 ("the Amended Agreement"), which supersedes the Stock Purchase Agreement dated June 17, 2001 (the "Original Agreement"), and avers that it is retaining the Anchor Hocking business of selling tabletop glassware to food service customers.

8. On information and belief, admits that the Federal Trade Commission ("Commission" or "FTC") authorized the FTC staff, pursuant to Section 13(b) of the FTC Act, to seek a preliminary injunction against the Original Agreement, and avers that the Original Agreement has been superseded by the Amended Agreement. Admits that on January 14, 2002, the FTC commenced an action in the United States District Court for the District of Columbia, and admits that on April 22, 2002, the district court granted the

specialty/industrial glassware businesses. Newell Rubbermaid will retain its food service glassware business.

13. Denies that “food service glassware” is a distinct product line as a matter of fact or law. Further avers that the Original Agreement has been superseded by the Amended Agreement and that there is therefore no reason to assess the effects of the Original Agreement.

14. Admits that the relevant geographic area in which to assess the effects of the Amended Agreement is the United States. Avers that this geographic market includes all domestic and foreign companies that have the ability to sell glass tableware in the United States. Further avers that the Original Agreement has been superseded by the Amended Agreement and that there is therefore no reason to assess the effects of the Original Agreement in any geographic market. Except as stated above, denies each and every allegation of Paragraph 14 of the Complaint.

15. Denies each and every allegation of paragraph 15 of the Complaint. Specifically denies that "food service glassware" is a distinct product line as a matter of fact or law.

16. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 16 of the Complaint.

17. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 17 of the Complaint.

18. Admits that Anchor competes with Libbey (and many other entities) in the sale of glassware and that such competition is based, among other factors, on price.
Denies that “food service glassware” is a distinct product line as a matter of fact or law.

25. Repeats and realleges each and every statement, admission and denial made in response to the paragraphs of the Complaint referred to in paragraph 25 thereof with the same force and effect as if set forth herein at length.

26. Denies each and every allegation of paragraph 26 of the Complaint. Avers that the Original Agreement has been superseded by the Amended Agreement and that there is therefore no reason to assess the effects of the Original Agreement.

27. Repeats and realleges each and every statement, admission and denial made in response to the paragraphs of the Complaint referred to in paragraph 27 thereof with the same force and effect as if set forth herein at length.

28. Denies each and every allegation of paragraph 28 of the Complaint.

29. Repeats and realleges each and every statement, admission and denial made in response to the paragraphs of the Complaint referred to in paragraph 29 thereof with the same force and effect as if set forth herein at length.

30. Denies each and every allegation of paragraph 30 of the Complaint.

DEFENSES AND AFFIRMATIVE DEFENSES

Without assuming any burden that it would not otherwise bear, Newell Rubbermaid asserts the following defenses and affirmative defenses:

FIRST AFFIRMATIVE DEFENSE

The Commission's Complaint, in whole or in part, fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Because the Original Agreement has been abandoned and superseded by the Amended Agreement, there presently exists no actual or potential violation of Section 7 of the Clayton Act, 15 U.S.C. § 18, or Section 5 of the FTC Act, 15 U.S.C. § 45, as a result of the Original Agreement. Therefore, to the extent that it is directed solely to the Original Agreement, the Commission's Complaint is moot.

THIRD AFFIRMATIVE DEFENSE

Newell Rubbermaid has not knowingly or intentionally waived any applicable affirmative defenses. Newell Rubbermaid presently lacks sufficient knowledge or information on which to form a belief as to whether it may have available additional defenses or affirmative defenses, and reserves the right to assert such additional defenses.

WHEREFORE, respondent, Newell Rubbermaid Inc., prays for judgment as follows:

That the Complaint be dismissed with prejudice;

That judgment be entered in favor of Newell Rubbermaid and against the Commission on each and every claim set forth in the Complaint;

For such other and further relief as the Commission may deem just and proper.

Dated: May 29, 2002

CHADBOURNE & PARKE LLP

William S. D'Amico
Marvin Lange
Marta Pulaski-Kelly

By /S/ William S. D'Amico
William S. D'Amico
A Member of the Firm
Attorneys for Defendant
Newell Rubbermaid Inc.

Steven H. Schulman
Counsel for Respondent Libbey Inc.
Latham & Watkins
555 11th St., NW
Suite 1000
Washington, DC 20004