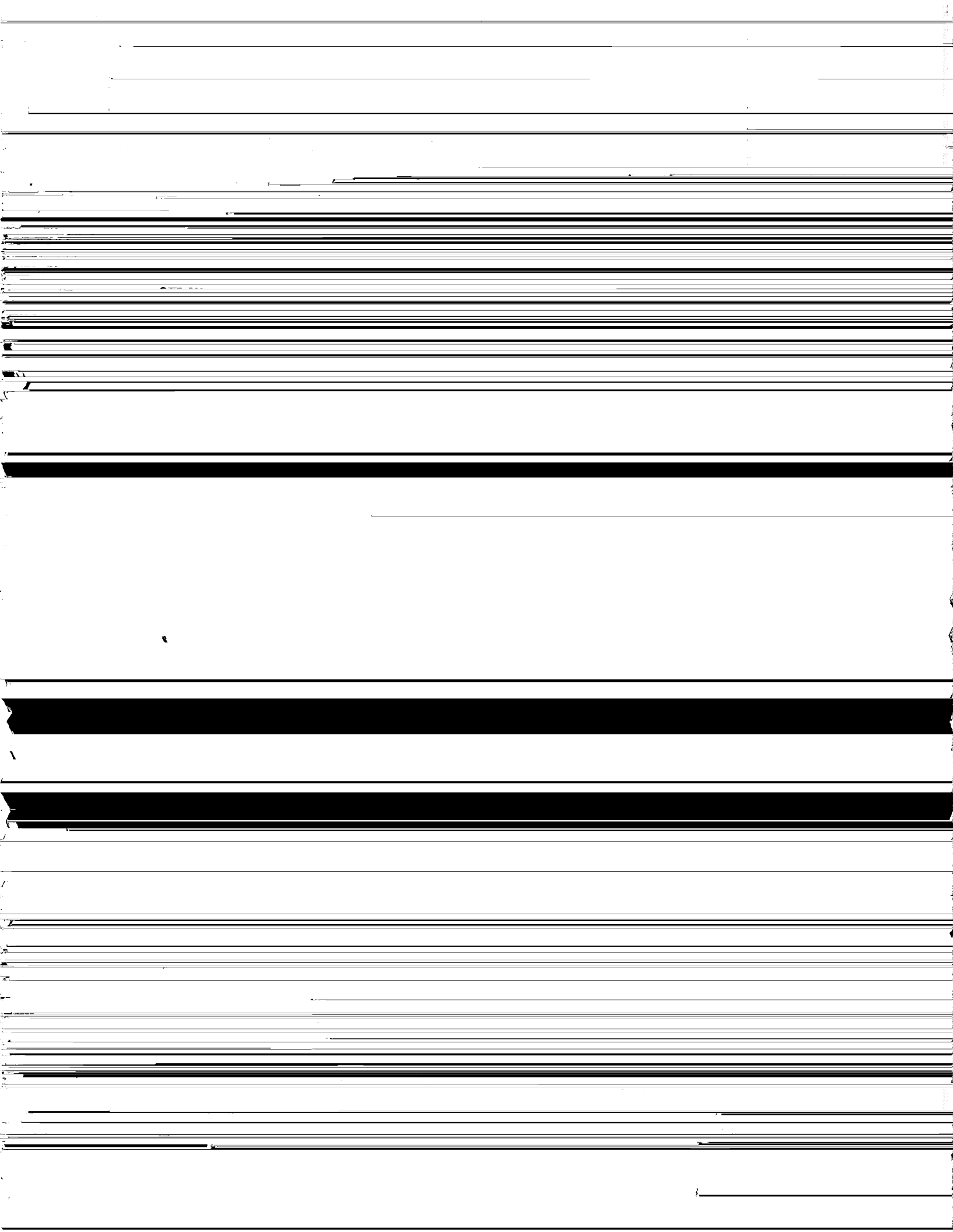


BEFORE THE FEDERAL TRADE COMMISSION

4. Admits that Anchor Hocking produces and sells glassware to, among other

product line as a matter of fact or law. Except as stated above, denies knowledge or



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 Further avers that the Original Agreement has been superseded by the Amended Agreement and that there is therefore no reason to assess the effects of the Original Agreement.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

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.

Except as stated above, denies each and every allegation of paragraph 18 of the Complaint.

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.

DEFENSES AND AFFIRMATIVE DEFENSES

Without assuming any burden that it would not otherwise bear, Newell

D-11 would present the following defenses and affirmative defenses:

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

That the Complaint be dismissed with prejudice;

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.



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

UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION

**Commissioners:**

Timothy J. Muris, Chairman

Sheila F. Anthony

Mozelle W. Thompson

Orson Swindle

Thomas B. Leary