

UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION

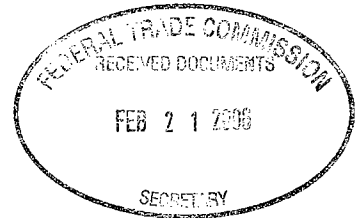
\_\_\_\_\_)  
In the Matter of )

CHICAGO BRIDGE & IRON COMPANY N.V.)  
a foreign corporation, )

CHICAGO BRIDGE & IRON COMPANY )

Public Version

Docket No. 9300



\_\_\_\_\_)  
PITT-DES MOINES, INC., )  
a corporation. )

**RESPONDENTS' MOTION FOR EXTENSION OF *IN CAMERA* TREATMENT OF  
MATERIAL PREVIOUSLY AFFORDED SUCH TREATMENT**

Respondents<sup>1</sup> file this Motion for Extension of *in camera* treatment of material previously

previously afforded such treatment pursuant to Rule 3.45(b) of the Federal Trade Commission ("Commission" or "FTC") Rules of Practice, 16 C.F.R. § 3.45(b), in accordance with the Commission's Order Granting in Part and Denying in Part Respondents' Motion for *In Camera* Treatment of Material Previously Designated as Confidential, issued Aug. 24, 2005 ("*In Camera* Order"). Respondents respectfully request that the Commission extend the six-month *in camera*



the information concerned is sufficiently secret and sufficiently material to their business that disclosure would result in serious competitive injury." *General Foods Corp.*, 95 F.T.C. at 355.

Moreover, the Commission has established six factors to consider in determining whether information is sufficiently secret and sufficiently material to their business that disclosure would result in serious competitive injury.

on its own, an agent has made a sufficient showing that the information is sufficiently secret and sufficiently material to their business that disclosure would result in serious competitive injury.

publicly outside of CB&I's and PDM's business. *See* Browning Declaration. Second, within CB&I's business, this detailed information is known to only a handful of high level executives.

detailed information, including filing the information *in camera*. *See id.* Fourth, this detailed information is of great value to CB&I and its competitors and [

], as it represents an [

] *See id.* Fifth, CB&I expended a significant amount of money and effort to negotiate Attachment B to the Response. Finally, CB&I would not allow this detailed information to be obtained by anyone outside of its organization, nor could the information be duplicated by anyone outside of CB&I. *See id.* In sum, the public disclosure of

information, it is typically extended for two to five years. *See, e.g., In re E.I. Du Pont de Nemours & Co.*, 97 F.T.C. 116 (Jan. 21, 1981). In its *In Camera* Order, the Commission granted most of the materials for which Respondents requested *in camera* treatment such treatment for the duration of two years.

WHEREFORE, CB&I respectfully requests that the Commission enter an Order

extending the *in camera* treatment for Attachment B to the Response for a period of two years.

Dated: February 20, 2006

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
4 Times Square  
New York, NY 10036-6522  
Telephone No.: 212-735-2644  
Facsimile No.: 917-777-2644

CERTIFICATE OF SERVICE

I, Sara J. Bansley, hereby certify that on February 21, 2006, true and correct

Previously Afforded Such Treatment were served as follows:

One original and twelve copies served by hand delivery upon:

# **EXHIBIT A**

**MATERIAL REDACTED PURSUANT TO  
SECTIONS 6(f) AND 21(c) OF THE FEDERAL  
TRADE COMMISSION ACT**



## **EXHIBIT B**

UNITED STATES OF AMERICA

RECEIVED THE FEDERAL BUREAU OF INVESTIGATION

In the Matter of )

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DECLARATION OF WALTER G. BROWNING

1. I am the Secretary of Chicago Bridge & Iron Company N.V. and the Vice-President, General Counsel and Secretary of Chicago Bridge & Iron Company (collectively, "CB&I").

2. On Aug. 24, 2005, the Commission issued its Order Granting in Part and Denying in Part Respondents' Motion for *In Camera* Treatment of Material Previously Designated as Confidential ("*In Camera* Order"), granting six-month *in camera* treatment to Attachment B to Complaint Counsel's Response to Respondents'

4. To CB&I's knowledge, the details of the Agreement are not known publicly outside of CB&I's and PDM's business.

5. Only a small number of high level executives at CB&I are aware of

the details of the Agreement.

6. CB&I has taken, and continues to take, all due precautions to safeguard the confidential nature of the details of the Agreement.

7. The details of the Agreement are of great value to CB&I because it concerns an [

]

8. CB&I expended a significant amount of money and effort to

When such entities would otherwise have no way to know the

that the foregoing is true and correct.