

BEFORE THE FEDERAL TRADE COMMISSION



7. McWane objects to the Requests to the extent that they seek information in the public domain, within Complaint Counsel's or the Commission's possession, or obtainable from a source other than McWane at less cost or burden to Complaint Counsel than to McWane.

8. McWane objects to the Requests to the extent they are duplicative; call for the disclosure of information irrelevant to any claim or defense in this action; are not reasonably calculated to lead to the discovery of admissible evidence; or are overly broad or unduly

burdensome.

9. McWane reserves the right at any time to revise, correct, add to, or clarify its objections or responses to the Requests.

10. Each of the above General Objections shall be deemed to apply to each of McWane's specific responses set forth below.

**SPECIFIC OBJECTIONS AND RESPONSES**

In response to Complaint Counsel's requests that McWane admit the following, McWane responds as follows, subject to the General Objections set forth above:





McWane incorporates by reference its General Objections. McWane objects to this

~~Request as it seeks information beyond McWane's custody and control, and is more properly directed to third parties.~~

Product for use in". McWane also objects to this Request to the extent it seeks information beyond McWane's custody and control, and is more properly directed to third parties. Subject to

~~and, without waiving its objections, and to the extent it understands this Request to be directed to~~

and is more properly directed to third parties. Subject to and without waiving its objections, and to the extent it understands this Request [REDACTED]

[REDACTED]

[REDACTED] After reasonable inquiry, McWane lacks sufficient information to determine whether any third parties sold Imported Relevant Product that was Manufactured in

Mexico or Canada for use in any ADRA Waterworks District or other public utility.

[REDACTED]

McWane incorporates by reference its General Objections. McWane objects to this request as vague and ambiguous as to what is meant by the terms “competed for sales” and “for use in”. McWane also objects to this Request to the extent it seeks information beyond McWane’s custody and control, as McWane has sold the vast majority of its domestic fittings to distributors rather than end users. Subject to and without waiving its objections, and to the

extent McWane understands that [REDACTED]

[REDACTED]

[REDACTED]

Dependent [REDACTED]

[REDACTED]









RESPONSE/OBJECTIONS:

McWane incorporates by reference its General Objections. McWane further objects to this Request to the extent it seeks information beyond McWane's custody and control, and is more properly directed to third parties. McWane also objects to this Request to the extent it calls for speculation, is not reasonably limited in time scope, seeks a legal conclusion and prematurely and improperly seeks expert opinion. Discovery of expert opinion in this case is governed by the Court's Scheduling Order, which provides for the exchange of expert reports and depositions of experts. Subject to and without waiving its objections, and based on its current understanding and interpretation of Buy American requirements [REDACTED]

[REDACTED]

16. Certain municipalities, counties, and states in the United States have regulations, codes or statutes that require publicly funded Waterworks Projects to be built or repaired with

[REDACTED]

McWane incorporates by reference its General Objections. McWane further objects to this Request as unspecified in time scope, seeking information equally available to Complaint Counsel as to McWane, seeking information beyond McWane's custody and control, seeking





20 Respondent's share of sales of Domestic Dechlorant Products has been greater than

80% since at least 2007.

RESPONSE/OBJECTIONS:

McWane incorporates by reference its General Objections. McWane further objects to this Request as calling for speculation, seeking information beyond McWane's custody and

McWane incorporates by reference its General Obligations M.W. 11.1.11

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



McWane incorporates by reference its General Objections. McWane further also objects to the undefined terms “product” “price” and “constrains” as vague and ambiguous. McWane further objections to this Request prematurely and improperly seeking expert opinion. Discovery of expert opinion in this case is governed by the Court’s Scheduling Order, which provides for

the exchange of expert reports and depositions of experts. Subject to and without waiving its objections, and to the extent it understands this Request. McWane denies this Request as stated

25. Respondent sells all, or nearly all, of its Relevant Product to distributors.

7

[REDACTED]

[REDACTED]

[REDACTED]

27. Distributors sell Relevant Products in local geographic markets.

RESPONSE/OBJECTIONS:

McWane incorporates by reference its General Objections. McWane also objects to this

Request because it seeks information beyond McWane's control.

McWane understands the meaning of that term) sell to contractors, rather than end users.

[REDACTED]

29. To begin selling Relevant Product in the United States, a new entrant must secure

[REDACTED]

RESPONSE/OBJECTIONS:

McWane incorporates by reference its General Objections. McWane objects to the ~~Complaint Counsel's definition of "Manufacture"~~

[REDACTED]

McWane Investment Management, L.P. v. C. J. ...

Request as calling for speculation, and as vague and ambiguous as to the undefined term “numerous fittings in different shapes and sizes” - which fails to identify the specific SKUs to which that term is referring. Subject to and without waiving its objections, and to the extent it understands this Request, [REDACTED]

[REDACTED]

McWane Investment Management, L.P. v. C. J. ...

32. To sell Relevant Product Successfully in the United States

develop a reputation for quality and service with distributors and end users.

RESPONSE/OBJECTIONS:





37. Respondent does not assert a free-riding justification for its Exclusive Dealing Arrangements.

RESPONSE/OBJECTIONS:

McWane incorporates by reference its General Objections. McWane objects to Complaint Counsel's definition of Exclusive Dealing Arrangement and denies that it had any exclusive agreements. McWane also objects to Complaint Counsel's use of "free-riding" as vague and ambiguous. McWane further objects to this Request as seeking a legal conclusion, rather than an admission of fact or the application of law to fact.

Request to the extent it improperly and prematurely calls for expert opinion. Discovery of expert opinion in this case is governed by the Court's Scheduling Order, which provides for the exchange of expert reports and depositions of experts. Subject to and without waiving its



[REDACTED]

39. The MDA between Respondent and Sigma did not increase the output of Domestic Relevant Product.

RESPONSE/OBJECTIONS:

McWane incorporates by reference its General Objections. McWane further objects

[REDACTED]





45. Job Pricing is a form of competition among or between Sigma, Star and Respondent.

RESPONSE/OBJECTIONS:

McWane incorporates by reference its General Objections. Subject to and without waiving its objections, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

46. Job Pricing reduces the stability of pricing of Relevant Product.

RESPONSE/OBJECTIONS:

McWane incorporates by reference its General Objections. McWane also objects to this Request as vague and ambiguous as to the undefined term "stability", which has been used in different ways by different witnesses in this proceeding. Subject to and without waiving its objections, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

47. Top Pricing reduces the transparency of [REDACTED] CD 1 D 1

RESPONSE/OBJECTIONS:

McWane incorporates by reference its General Objections. McWane also objects to this Request as vague and ambiguous as to the undefined term “transparency of pricing”. McWane further objects to this Request as vague and ambiguous in that it does not identify to whom the “transparency of pricing” is allegedly “reduce[d].” [REDACTED]

[REDACTED]

[REDACTED] Subject to and without waiving its objections [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] As a

matter of common sense, selling at any price that is not published is less transparent to others

than selling at a price that is published

characterization of DIFRA as an "Information Exchange." [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Subject to and without waiving its objections, McWane

denies this Request.

49. Respondent did not use data obtained from the DIFRA Information Exchange to manage its production schedules.

RESPONSE/OBJECTIONS:

McWane incorporates by reference its General Objections. McWane objects, as misleading, argumentative, and assuming facts not in evidence, to Complaint Counsel's characterization of DIFRA as an "Information Exchange" [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Subject to and without waiving its objections, McWane

denies this Request.

50. Respondent did not use data obtained from the DIFRA Information Exchange to reduce its costs.

RESPONSE/OBJECTIONS:

McWane incorporates by reference its General Objections. McWane objects, as misleading, argumentative, and assuming facts not in evidence, to Complaint Counsel's characterization of DIERA as an "Information Exchange" [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Subject to and without waiving its objections, McWane

CERTIFICATE OF SERVICE

I hereby certify that on June 15, 2012, I delivered via electronic mail and hand delivery a copy of the foregoing document to:

The Honorable D. Michael Chappell

Administrative Law Unit

Federal Trade Commission

600 Pennsylvania Ave., NW, Rm. H-113

Washington, DC 20580

Donald S. Clark

Secretary

Federal Trade Commission

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

Edward Hassi, Esq.

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Michael L. Bloom, Esq.

Jeanine K. Balbach, Esq.

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