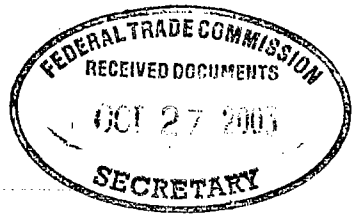
UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION



In the Matter of UNION OIL COMPANY OF CALIFORNIA, a corporation.	Docket No. 9305 **PUBLIC VERSION**

COMPLAINT COUNSEL'S OPPOSITION TO UNOCAL'S MOTION IN LIMINE TO EXCLUDE EVIDENCE OF GASOLINES THAT MATCH THE NUMERICAL PROPERTY LIMITS OF UNOCAL'S RFG PATENTS

INTRODUCTION

At its heart, Unocal's motion in limine is based on its recognition that evidence relating to an "overlap" or "matching" analysis is harmful or "prejudicial" to Unocal. *See* Unocal Motion in Limine to Exclude Evidence of Gasolines That Match the Numerical Property Limits of Unocal's RFG Patents ("Unocal Mot.") at 2. But this is because such evidence demonstrates that Unocal wields market power in the relevant antitrust markets at issue in this case. Unocal's motion seeks to prevent this Tribunal from hearing evidence of Unocal's dominant share of the relevant technology market. It is really on this basis – *i.e.*, that "matching" or "overlap" evidence supports Complaint Counsel's case and is thus harmful to Unocal's defense – that Unocal seeks to exclude any evidence of "matching" or "overlap" with the numerical property limits contained in the claims of the five Unocal reformulated gasoline ("RFG") patents. All evidence that harms a party's case is prejudicial. But this cannot, and does not, justify exclusion of evidence. Evidence of "matching" or "overlap" analysis is admissible under Rule 3.43 of the FTC Rules of Practice because it constitutes "[r]elevant, material, and reliable" evidence.

The main thrust of Unocal's argument is that evidence of any "matching" or "overlap"

analysis that compares gasoline produced for sale in California with the numerical property limits of the claims set forth in Unocal's five RFG patents "says nothing about infringement" and thus does not "demonstrate a right to exclude." As such, Unocal argues in its motion that all such evidence should be excluded at trial. Unocal is wrong on both the law and the facts.

First, as a matter of law, a finding of market power arising from the assertion and enforcement of patent rights does not require, or depend upon, a court's construction of patent claims in connection with a full-blown infringement analysis. This is an antitrust case, not a patent infringement action. Overwhelming authority holds that monopolization can occur where the patent at issue is not even valid; and it necessarily follows that actual infringement need not be shown to maintain an antitrust action. Moreover, the law is well-settled that a patent is presumed to be valid. 35 U.S.C. § 282. In addition, the Federal Circuit has held repeatedly that "each claim of a patent (whether in independent, dependent, or multiple dependent form) shall be presumed valid independently of the validity of other claims; [and] dependent or multiple dependent claims shall be presumed valid even though dependent upon an invalid claim." *Dayco Prods., Inc. v. Total Containment, Inc.*, 329 F.3d 1358, 1370 (Fed. Cir. 2003) (*quoting* 35 U.S.C. § 282 (2000)). Unocal is not claiming that its patents are invalid. Nor is Complaint Counsel. Thus, to force Complaint Counsel to prove something that the law already assumes to be true is not just without basis in law, it is contrary to established law.

Second, as a factual matter, a "matching" or "overlap" analysis is highly relevant to a determination of market power – a critical issue in this case. The facts here indicate that Unocal's assertion and enforcement of these patents has given rise to market power. Complaint Counsel's experts have considered all of the claims of Unocal's five RFG patents and adopted

the position in the marketplace concerning the usefulness of a "matching" or "overlap" analysis. This practical, current business interpretation as to the scope of Unocal's five patents remains unrebutted by Unocal. Indeed, such a marketplace interpretation of the patents – identical to the matching analysis that Unocal seeks to exclude – underscores the probative nature of the evidence Unocal seeks to exclude.

Third, there is no merit to Unocal's argument that the additional "method" or "process" limitations in Unocal's latest four RFG patents undermine the probative value of a "matching" or "overlap" analysis in this case. Unocal's mantra that "additional steps are required" apart from simply "matching" the numerical limits of the gasoline properties set forth in the patent claims (*i.e.*, the compositional elements of the claims) in order to conclusively prove infringement is misleading. Unocal cannot dispute that a "matching" analysis is, in fact, equivalent to an infringement analysis for the "compositional claims" in its patent portfolio – *i.e.*, for those claims where gasoline compositions are claimed and defined by numerical limits of gasoline properties associated with unleaded automotive gasoline. And because Unocal's patents are designed to cover commercial gasoline sold to the public, the additional limitations set forth in the method or process claims (*i.e.*, those claims that describe a method or process of making or using an unleaded automotive gasoline defined by numerical gasoline property limits) do not affect the coverage of Unocal's RFG patents in this case. Indeed, Unocal does not explain how these additional limitations would impact infringement; it simply raises the specter that they might. However, a common-sense reading of these limitations by those skilled in the art indicates that little, if any, of the gasoline identified in a "matching" analysis would escape coverage of Unocal's patents because of the additional limitations Unocal touts so highly.

Underlying Unocal's motion is the perverse absurdity that, if Unocal wants to succeed on its argument that it lacks market power, it has to argue that its patents have limited coverage and, as such, plenty of substitutes exist. Because it currently charges royalties on all five patents, and may well sue refiners for infringement on all five patents at a later date, Unocal's efforts to exclude the highly probative evidence of market power should be seen for what it is – an effort to have its cake (by claiming ***in this case*** that there is no market power because there is ***no*** infringement) and eat it, too (by claiming ***in the next patent litigation*** that its patents are broad and there is ***widespread*** infringement, so as to maximize its royalties).

Indeed, Unocal has already started this process by suing Valero for infringement of not just the '393 patent, but for ***all*** the claims of the '126 patent as well – claims that Unocal asserts this Tribunal should ignore.

Unocal offers licenses only on the entire portfolio of all five patents – including the hundreds of patent claims in the last four patents that Unocal wants this Tribunal to ignore. If Unocal were ignoring these claims, it might have a point. But that is not the case, and that is why Complaint Counsel seeks an injunction to prevent Unocal from seeking royalties on all five patents. If there were no genuine threat here, Unocal could easily stipulate that it will not enforce any of the last four patents. When we asked them to do just that, in a request to admit, they refused to do so.[1] Thus, the threat of Unocal enforcing all five patents is real and relevant.

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[1] Respondent Union Oil Company of California's Responses to Complaint Counsel's First Set of Requests For Admissions Nos. 10-14 (denying that Unocal would not enforce its patents).

Unocal's motion would prevent this Court from considering the evidence that is most relevant to the issue of market power. It should be denied.

I. Unocal Seeks to Exclude Relevant, Material and Highly Probative Expert Testimony.

A. Nature of "Matching" or "Overlap" Analysis and Evidence.

Unocal contends that Complaint Counsel's expert witnesses, Blake T. Eskew and Michael E. Sarna, should be precluded from offering any testimony regarding the extent to which California gasoline matches the numerical gasoline property limitations of Unocal's patent claims.

By way of background, Unocal's five RFG patents contain hundreds of claims related to reformulated gasoline.[2] Unocal's first patent, the '393 patent, contains only claims related to the properties of gasoline.[3] Unocal, in its motion, calls these claims "compositional claims." Unocal's four later patents include claims which still relate to, and are defined by, the numerical limits of the gasoline properties set forth in these claims. But these claims have additional

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[2] Unocal's RFG patent portfolio includes the following issued patents:

Patent number	Date issued
5,288,393	Feb. 22, 1994
5,593,567	Jan. 14, 1997
5,653,866	Aug. 5, 1997
5,837,126	Nov. 17, 1998
6,030,521	Feb. 29, 2000

[3] For example, Claim 135 of the '393 patent (which incorporates by reference two prior claims) claims the following: An unleaded gasoline fuel suitable for combustion in an automotive engine, said fuel having a Reid Vapor Pressure no greater than 7.0 psi, and a 50% D-86 distillation point no greater than 210 degrees Fahrenheit, and a paraffin content greater than 85 volume percent. See CX617-025. All of the claims of the '393 patent and the first 40 claims of the '126 patent share the same language and are substantially similar. Only the gasoline properties and corresponding numerical property limits vary from claim to claim.

limitations relating to the making or use of unleaded automotive gasoline that fall within the numerical limits set forth therein. In other words, apart from the claims of the '393 patent and the first 40 claims of the '126 patent, the remaining claims of Unocal's five RFG patents all have "compositional" elements ***plus*** additional method and process limitations relating to the making or use of unleaded automotive gasoline. Unocal, in its motion, calls these claims "method claims" or "process claims."[4]

Complaint Counsel has retained two experts with decades of experience in the refining industry to determine the degree to which Unocal's patents impact California refiners and the relevant markets alleged in the Complaint. In particular, Blake T. Eskew, a senior principal at the firm of Purvin & Gertz, supervised the creation of a model that analyzed what percentage of

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[4] For example, Claim 48 of the '126 patent claims:

A method comprising:

(1) **blending at least two hydrocarbon-containing streams together to produce at least 50,000 gallons** of an unleaded gasoline suitable for combustion in an automotive engine and having the following properties:

> (a) a Reid Vapor Pressure less than 7.5 psi; (b) a 10% D-86 distillation point no greater than 158 degrees F.; (c) a 50% D-86 distillation point no greater than 212 degrees F.; (d) a 90% D-86 distillation point no greater than 315 degrees F.; (e) a paraffin content greater than 50 volume percent; (f) an olefin content less than 8 volume percent; (g) an aromatics content of at least 4.5 volume percent; and (h) an octane value of at least 87; and

(2) **commencing delivery of unleaded gasoline produced in step (1) to gasoline service stations.**

CX620-028 (bold and underlining added). The "compositional" limitations are underlined, while the additional "method" limitations are in bold.

the gasoline produced by California refiners had compositions claimed by one or more of the Unocal patents. CX1709-021. Mr. Eskew reviewed the entirety of Unocal's patents, including all of the language of the Compositional Claims, Method Claims, and Process Claims. *Id.*

CX1798-003. Applying his knowledge derived from 26 years in the refining industry, Mr. Eskew analyzed data from the 12 largest (of 13) refiners in California. CX1709-002, 021. These refiners account for 98 percent of the market for CARB-compliant summertime RFG. CX1720-026. Mr. Eskew determined that of the CARB RFG production is comprised of compositions that fall within the claims of the patents. CX1709-021, CX1462. To confirm his results, Mr. Eskew analyzed the same data using The determined that the overlap rate was the same . CX1709-021

Michael E. Sarna, a principal at Purvin & Gertz, will testify as part of Complaint Counsel's case that refiners cannot avoid the Unocal patent portfolio in making CARB gasoline. CX1710-005-010. Mr. Sarna reviewed Mr. Eskew's work, the claims of all of the patents and refiner's capabilities. CX1710-007. Mr. Sarna concluded that the additional limitations touted by Unocal in this motion did not affect his analysis. Sarna Dep. 31:8-11. ("Well, we reviewed the other method and process claims of the patents. We did look at them and we did conclude that we didn't think that they had any effect on our analysis.").

Notably, Unocal's own expert, Richard Stellman, agrees almost to the decimal point with

Mr. Eskew's results; to wit, Mr. Stellman concludes that of the gasoline is composed in a manner that matches Unocal's claims. Expert Report of Richard Stellman ("Stellman Expert Report"), dated September 25, 2003 at 15.

B. "Matching" or "Overlap" Evidence is Highly Probative Because The Market Effects of Patents May Be Analyzed Without a Formal, Court-Conducted Infringement Analysis.

The thrust of Unocal's motion is that the matching analysis performed by Mr. Eskew is not an infringement analysis, "says nothing about Unocal's power to exclude" and therefore is "irrelevant" and "prejudicial." Underlying Unocal's motion (although never explicitly stated or supported by any authority) is the argument that it is impossible to demonstrate market power until there is a determination in a federal district court that the patent that is the source of the market power is valid, and that same court has determined the level of infringement.[5] This is false as a matter of law.

The offense of monopolization and attempted monopolization may be committed through the enforcement of patent rights without a finding by a court of a patent's validity and infringement. It is well established that a patent that is ultimately found to be invalid or not infringed can nonetheless confer market power. *See, e.g., Walker Process Equip., Inc. v. Food Mach. and Chem. Corp.*, 382 U.S. 172, 177-178 (1965) (holding that a patent obtained through knowingly and willfully misrepresenting facts to the Patent Office can establish an antitrust claim); *Handgards, Inc.v. Ethicon, Inc.*, 743 F.2d 1282 (9th Cir. 1984) (knowingly prosecuting

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[5] Unocal has elsewhere argued that an infringement analysis has no relevance unless the patent claims at issue have been construed by a federal district court. *See* Unocal's Motion for Dismissal of the Complaint and Memorandum in Support for Failure to Make Sufficient Allegations that Respondent Possesses or Dangerously Threatens to Possess Monopoly Power, dated March 31, 2003 at 10.

invalid patent can give rise to Section 2 claim).

Equally well established is that market power conferred by a patent may be achieved by enforcement through means that do not necessarily include the filing of a lawsuit. "A patentee can violate the antitrust laws without filing a patent lawsuit, so long as it uses the patent to help it acquire or maintain monopoly power. For example, a patentee might approach competitors and force them to take a license to the patent under threat of suit. It might use the patent as a tool to discourage potential competitors from entering the market." 1 HERBERT HOVENKAMP ET. AL., *IP and Antitrust* § 11.2 at 12. *See also Brunswick Corp. v. Riegel Textile Corp.*, 752 F.2d 261, 265-66 (7th Cir. 1984) (holding that filing a lawsuit is not "indispensable evidence" of an attempt to use the patent to affect the market, as long as there is evidence "that the patent has (or at least the patentee is seeking to clothe it with) some colorable validity that may deter competitors").

In this case, Unocal has unquestionably enforced its patents through non-litigation means and used its patent portfolio – including those patents that have not yet been fully litigated – as a means "to exclude." Unocal has blanketed the industry with letters informing refiners that they may be infringing Unocal's patents, and threatening to seek "enhanced damages" against refiners if the refiners refuse to enter into "serious licensing discussions." CX2007-006, 007. What Unocal offers is a "uniform" licensing agreement to all potential licensees. CX2006-001.

Unocal's claims about its patents, including claims about the breadth of the patents, have more than "colorable validity" because Unocal has succeeded in licensing all five of its patents to eight different oil companies.

Unocal's litigation success further underscores Unocal's claims about its patents. Unocal has won a judgment concerning the validity and infringement of its '393 patent. Unocal's own technical expert has testified that no refiner can blend around the '393 patent, let alone all five RFG patents, 100 percent of the time. Stellman Dep. 40:14-41:9 ("When you say 100 percent, I mean, the refiners are trying to blend around '393, at least the defendant refineries are, and they're still not able to do it 100 percent of the time"). Thus, the only way for a refiner to avoid treble damages by infringing the '393 patent would be for that refiner to purchase Unocal's "uniform" license.

Accordingly, Mr. Eskew's "matching analysis," which shows that Unocal would have a market share if all California refiners were required to sign a license, is highly probative of market power.

C. Unocal and Its Licensees Believe That a "Matching" Analysis Is Equivalent to an Infringement Analysis.

Unocal seeks to exclude "any inference that 'matching' is evidence of or akin to infringement." Unocal Mot. 1. However, Unocal's practices in the marketplace demonstrate that

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Mr. Eskew's matching analysis is, in fact, "akin to infringement."[7]

However, Unocal argues that the way that licensees determine how much is owed in royalties is in no way probative of actual infringement. Unocal contends that, as a matter of convenience, licensees have decided to pay royalties on products that are not covered by the patents; – *i.e.,* the number of gallons of gasoline on which licensees pay royalties ***is greater than*** the number of gallons of gasoline that actually infringe the patent.

Unocal's contention is directly contradicted by its own designated corporate representative. Charles Strathman, Unocal's Chief Legal Officer and its Rule 3.33(c) designee on licensing issues, testified that

[7] In fact, Unocal concedes that the "matching analysis" is the same thing as an infringement analysis, but only with respect to some of the claims in the five patents. Unocal's technical expert contends that of all gasoline made, used or sold in California infringes two of Unocal's patents. Stellman Expert Report at 15. To make this determination, Mr. Stellman performed a matching analysis on the '393 and first 40 claims of the '126 patent. *Id.* at 14. Because Unocal's expert declined to consider "infringement" for the remaining claims of the '126 patents or any claims in the other three RFG patents in Unocal's portfolio, his "infringement" analysis will be woefully short. Nonetheless, this share alone would be sufficient for Section 2 purposes.

Mr. Strathman further testified in more detail concerning the manner in which Unocal's royalty payments relate to infringement:

[redacted]

[8] Thirty days after the conclusion of his deposition, Mr. Strathman changed his answers to try to disclaim this testimony that completely undermines Unocal's motion. Specifically, Mr. Strathman added lawyerly disclaimers to the testimony cited above that purports to say that,

[redacted]

Such a transparent effort to manipulate the record should not be countenanced. Regardless, a court may consider the initial statements of parties in a deposition, particularly where the change to testimony is made for reasons other than stenographic error. "[A] deposition is not a 'take home examination' and an 'errata sheet' will not eradicate the import of previous testimony taken under oath." *Rios v. Welch,* 856 F. Supp. 1499, 52 (D. Kan. 1994) (*citing Greenway v. Int'l Paper Co.,* 144 F.R.D. 322, 325 (W.D.La. 1992); *see also* Wright & Miller, FEDERAL PRACTICE AND PROCEDURE, § 2118 ("the witness who changes his testimony on a material matter between the giving of his deposition and his appearance at trial may be impeached by his former answers, and the cross-examiner and the jury are likely to be keenly interested in the reasons he changed his testimony.").

Likewise, licensees have explained in contemporaneous documents that they believe that

Not surprisingly, Unocal's own technical expert recognizes that "matching" is "akin to infringement." Mr. Stellman, Unocal's expert, testified that he believed California refiners should avoid matching the compositional claims of all five patents "just for the potential liability you might have." Stellman Dep. 141:5-143:3. It is obvious that potential liability can only exist if matching is "akin to infringement."

Likewise, to avoid patent misuse, which prohibits a patentee from an impermissible broadening of the physical or temporal scope of the patent grant, matching must be "akin to infringement." *See Zenith Radio Corp. v. Hazeltine Research, Inc.*, 395 U.S. 100, 139 (1969) (insistence on a percentage-of-sales royalty, regardless of use, is misuse); *Brulotte v. Thys Co.*, 379 U.S. 29 (1964) (cannot charge royalties after patent expires); *Morton Salt Co. v. G. S. Suppiger Co.*, 314 U.S. 488 (1942) (tying arrangement was an attempt on patent-holder's part to use patent monopoly to create a second monopoly, and therefore is patent misuse). If matching is

not "akin to infringement," Unocal is impermissibly seeking to collect royalties on technology or gasoline to which it has to proprietary rights.

Unocal's contention that licensees pay for unpatented technology because of the "convenience" to them is equally without merit.[9] Unocal Mot. 5. Any agreement to pay royalties on unpatented goods must be voluntary. Given that Unocal has a "uniform" licensing agreement with identical means of determining what production owes royalties, any plan by the licensees to pay royalties on unpatented goods cannot be deemed truly voluntary. *See Engel Indus., Inc. v. The Lockformer Co.*, 96 F.3d 1398, 1408 (Fed. Cir. 1996) ("voluntariness of the licensee's agreement to the royalty provision is a key consideration" in determining whether there is patent misuse) (*citing Zenith Radio* 395 U.S. at 138-39).

D. The Additional Method or Process Limitations In Unocal's Later Four Patents Do Not Significantly Affect the Coverage or Scope of the Patents or Undermine the Relevance of "Matching" Evidence.

Unocal's insistence that the additional method or process limitations in Unocal's RFG patents would limit infringement is illusory at best. Unocal offers no explanation as to the actual scope of its patents or why a "matching" or "overlap" analysis does not define the proper scope of these patents. Unocal simply asserts that this Tribunal cannot consider what is actually going on in the marketplace. Unocal's motives in filing this motion are transparent. Unocal is trying to deny market power in this case, while preserving arguments that it will allow it to collect royalties from refiners on as many gallons of gasoline in California as possible in later patent litigation. Unocal is not attempting to rebut any of the testimony about the actual scope of its

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[9] Notably, nowhere in any of the testimony cited by Unocal in its motion is any mention of the word "convenience."

patents; it simply refuses to provide its views on the actual scope of the patents.[10] Thus, Unocal seeks to have this Tribunal exclude evidence as "prejudicial" without explaining why this evidence is in any way unreliable. Rule 3.43(b), 16 C.F.R. §3.43(b) ("Relevant, material, and reliable evidence shall be admitted.")

Unocal's contention that additional method and process limitations drastically impact the scope of coverage is, once again, contradicted by the litigation position Unocal has adopted. In particular, in the Complaint filed by Unocal against Valero Energy Company, Unocal has taken the position that the claims of the '126 patent should be construed identically with the original '393 patent. Unocal alleges: "The '126 patent uses the same claim language as the '393 patent and is entitled to the same claim construction as the '393 patent." *Union Oil Co. of California v. Valero Energy Corp.*, CV-02-000538 (SVW)(JWJ), pending in the Central District of California, filed Jan. 22, 2002 (hereinafter, "CX1337") ¶ 15.[11] Unocal makes no distinction between the compositional claims of the '126 patent and the remaining method claims of the '126 patent.

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[10] From the beginning, Unocal has scrupulously avoided revealing its position on infringement on its four patent. When asked during the first month of discovery what it contends its infringement rate was, Unocal refused to answer. *See* Respondent's Answers to Complaint Counsel's First Set of Interrogatories, dated May 9, 2003 and correspondence related thereto. Unocal's technical expert decided not to perform an infringement analysis on any claims other than the claims of the first patent, and a limited number of claims of the second patent because he "wasn't asked to." Stellman Dep. 140:3-11. Similarly, Unocal refused to even admit that its patents were valid, or that the statutory presumption of validity for issued patents "has any applicability or relevance" to this matter. *See* Respondent Union Oil Company of California Responses to Complaint Counsel's First Set of Requests For Admissions Nos. 2-9.

[11] *See also* CX1337 ¶ 14. This allegation further supports the view advanced by Unocal that the '126 patent claims should be treated and construed the same as the '393 patent claims. This allegation reads, in pertinent part, as follows: "The '126 Patent adopts the specification of the '393 Patent and incorporates the '393 Patent and its complete prosecution history as part of its own prosecution history. The '126 Patent also has the same effective filing date as the '393 Patent."

Because Unocal itself has adopted the view that the claims of the '126 patent – whether compositional or method claims – are to be construed identically with the claims of the '126 patent; and since infringement of the '393 claims was measured by "matching" analysis between gasoline and numerical property limits; it necessarily follows that a "matching" or "overlap" analysis of the claims of the '393 and '126 patents (at the very least) is probative here and should be considered by this Tribunal. Even when a "matching" or "overlap" analysis limited to only the '393 and '126 patents is conducted, of CARB summertime RFG falls within the scope of these two patents – again underscoring Unocal's market power in the relevant markets. *See* CX1709-021, CX1466.

Moreover, one skilled in the art (such as the many refiner witnesses who will testify in this case, Complaint Counsel's technical experts, and even Unocal's own technical expert) will acknowledge that the limitations that Unocal touts as so significant have little impact on the coverage of the patents. For example, there are 26 claims of the '126 patent that have the following additional limitations:

> A method comprising: (1) blending at least two hydrocarbon-containing streams together to produce at least 50,000 gallons of an unleaded gasoline suitable for combustion in an automotive engine and having the following properties . . . and (2) commencing delivery of unleaded gasoline produced in step (1) to gasoline service stations. *See* note 4, *supra.*

Mr. Stellman's testimony indicates that, with respect to the batch data analyzed by the experts that was submitted by 12 of the 13 refiners regularly producing California gasoline, each of these elements would be met for all or virtually all of the production. Stellman Dep. 82:20-84:3 (in order to be a gasoline within the meaning of the '393 patent, the fuel must be blended from two or more hydrocarbon streams); 85:13-86:9 (at least 95 percent of the gasoline produced by

California refiners in batch data reviewed by Unocal expert was produced in batches greater than 2,000 barrels, or 84,000 gallons), 87:2-13 (gasoline in batch data reviewed by Unocal expert would ultimately end up for sale in a service station). Accordingly, Unocal's assertions that the additional method and process limitations will impact the coverage of its patent claims is unsubstantiated.

CONCLUSION

For the reasons stated herein, Unocal's motion should be denied in its entirety.

Respectfully Submitted,

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Dated: October 24, 2003

CERTIFICATE OF SERVICE

I, Terri Martin, hereby certify that on October 27, 2003, I caused a copy of the Public Version of Complaint Counsel's Opposition to Unocal's Motion *in Limine* to Exclude Evidence of Gasolines That Match the Numerical Property Limits of Unocal's RFG Patents to be served upon the below listed persons:

VIA HAND DELIVERY TO:

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U.S. Federal Trade Commission
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