UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMISSION

In the matter of	)	
Enbridge Inc.,	)	
a corporation,	)	
and	)	**Docket No. C-4604**
Spectra Energy Corp.,	)	
a corporation.	)	

Petition of Enbridge Inc. to reopen and set aside Decision and Order

Under Section 5(b) of the Federal Trade Commission Act, 14 U.S.C. § 45(b), and Section 2.51 of the Federal Trade Commission Rules of Practice, 16 C.F.R. § 2.51, Respondent Enbridge Inc. ("Enbridge") respectfully requests that the Commission reopen and set aside the Commission's Decision and Order entered on March 22, 2017, in Docket No. C-4604 (the "Order") because Enbridge no longer holds an indirect ownership interest in the Discovery Pipeline, which was the indirect ownership interest giving rise to the Order.

The Commission entered the Order to address the potential that the merger of Enbridge and Spectra Energy Corp. ("Spectra") would reduce competition between two natural gas pipelines in deep offshore gas-producing regions in the Gulf of Mexico: (1) the Walker Ridge Pipeline, which Enbridge owned and operated through a wholly-owned subsidiary, and (2) the Discovery Pipeline. Williams Partners, LP (which is now Williams Companies, Inc. and is referred to in both organizational forms herein as "Williams") had majority control of the Discovery Pipeline and was the operator; Spectra had an indirect, minority ownership interest

through its interests in DCP Midstream, LLC ("DCP"). Among other things, the Order required Enbridge both (1) to prevent access to, or the disclosure or use of, competitively sensitive information that could facilitate coordination between the Walker Ridge Pipeline and the Discovery Pipeline and (2) to restrict its ability to exercise contractual rights that could diminish the Discovery Pipeline's ability to compete against the Walker Ridge Pipeline.

On August 1, 2024, Williams acquired the entirety of DCP's minority interest in the Discovery Pipeline, as reflected in the Assignment and Assumption Agreement between DCP Asset Holdings, LP, and Williams Field Services Group, LLC, attached hereto as Exhibit 1 (and for which confidential treatment is requested). *See also* Williams Companies Inc., Quarterly Report (Form 10Q), at 36 (Aug. 5, 2024), https://www.sec.gov/ix?doc=/Archives/edgar/data/0000107263/000010726324000077/wmb-20240630.htm. After the acquisition by Williams, Enbridge no longer has an interest in the Discovery Pipeline that would provide access to competitively sensitive information concerning the Discovery Pipeline, or an ability to influence decisions concerning the Discovery Pipeline. In light of these changed circumstances, Enbridge hereby petitions the Commission to reopen and set aside the Order.

I. Background

A. Initial transaction

On September 5, 2016, Enbridge and Spectra entered into a merger agreement. Commission staff raised concerns that the merger would violate Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45. Specifically, Commission staff alleged that the merger was likely to reduce competition by facilitating coordination between the Walker Ridge Pipeline and the Discovery

Pipeline. As a means of resolving those concerns, Enbridge and Spectra entered into a Consent Agreement in which they agreed to comply with a Decision and Order. The Commission approved the Decision and Order on March 22, 2017.

B. The Order

The Order imposes restrictions to ensure that competitively sensitive information related to Williams or the Discovery Pipeline is not made available to, or used by, Enbridge employees associated with the Walker Ridge Pipeline. Provision II.C restricts those Enbridge employees from influencing operational decisions pertaining to the Discovery Pipeline. Provision II.B of the Order also restricts the disclosure of competitively sensitive information concerning the Walker Ridge Pipeline to entities with an interest in the Discovery Pipeline.

Under Provision II.D of the Order, Enbridge is responsible for ensuring compliance with the terms of the Order, and is directed to distribute information and training regarding the Order on an annual basis. Additionally, a monitor was in place for five years following the closing of the merger.

C. Enbridge's compliance with the Order

Enbridge filed compliance reports with the Commission on March 29, 2017, May 23, 2017, February 15, 2018, February 14, 2019, February 10, 2020, February 11, 2021, February 8, 2022, February 16, 2023, and February 15, 2024. In accordance with its responsibilities under the Order, Enbridge put in place policies and procedures to ensure that those involved in the Discovery Pipeline, as well as employees and contractors who become involved in Enbridge's offshore operations, received training as part of a standardized onboarding process on the information restrictions put in place. Moreover, Enbridge circulated an annual training guidance to (i) its representatives involved in the oversight of the Discovery Pipeline as well as

those assisting them in their duties, (ii) the entities through which Enbridge had indirect ownership of the Discovery Pipeline, and (iii) all employees and contractors involved in Enbridge's offshore operations. Since the entry of the Order, no remedial actions have been necessary to address breaches of the information restrictions imposed by the Commission.

D. Elimination of Enbridge's interest in the Discovery Pipeline

On August 1, 2024, Williams acquired DCP's interest in Discovery Producer Services, LLC. The acquisition eliminated Enbridge's indirect interest in the Discovery Pipeline, and, as set forth in the declaration attached hereto as Exhibit 2, Enbridge has no current intention of acquiring any further interest in the Discovery Pipeline in the future, either directly or indirectly.

II. The Commission should reopen and set aside the Order in view of the changed conditions of fact and the public interest

A. Changed conditions of fact

Section 5(b) of the FTC Act, 15 U.S.C. § 45(b), and Section 2.51(b) of the Commission's Rules of Practice, 16 C.F.R. § 2.51(b), provide that the Commission may reopen and modify an order if the respondent makes a satisfactory showing that changed conditions of fact or law require the order to be altered, modified, or set aside, or that the public interest so requires. The Commission has stated that a "satisfactory showing sufficient to require reopening is made when a request identified significant changes in circumstances and shows that the changes eliminate the need for the order or make continued application of it inequitable or harmful to competition." *Eli Lilly & Co.*, Dkt. No. C-3594, Order Reopening and Setting Aside Order, at 2 (May 13, 1999).

In cases such as this, where the Respondent has no ownership interest in the business covered by the Order, the Commission has recognized that "the factual premise underlying the concerns that led to entry of the Order" has substantially changed, and setting aside

the Order is justified. *Entergy Corp.*, Dkt. No. C-3998, Order Reopening and Setting Aside Order, at 3 (July 1, 2005); *see also Johnson & Johnson*, Dkt. No. C-4154, Order Reopening and Setting Aside Order (May 25, 2006), at 4 (finding that "there is no reason to keep the Order in place" where there is no longer any reason to be concerned about the potential harm to competition that formed the "basic premise of the Order").

The elimination of Enbridge's indirect ownership interest in the Discovery Pipeline constitutes a changed condition of fact that justifies the Commission to set aside the Order. The Order was entered to ensure that, after its merger with Spectra, Enbridge's indirect interest in the Discovery Pipeline would not reduce competition between the Discovery Pipeline and the Walker Ridge Pipeline. Enbridge no longer has an interest in the Discovery Pipeline. Thus, the need for an Order to restrict the conduct of Enbridge and its employees is no longer necessary to ensure the independent operation of, and competition between, the Discovery Pipeline and the Walker Ridge Pipeline.

B. Public interest

Because changed circumstances warrant reopening and setting aside the order here, it is not necessary for the Commission to consider whether setting aside the Order would serve the public interest. *See Entergy Corp*., Order Reopening and Setting Aside Order, at 3 ("[W]e do not need to assess the sufficiency of Entergy's and EKLP's public interest showing because the Commission has determined that Entergy and EKLP have made the requisite satisfactory showing that changed conditions of fact require the Order to be reopened and set aside."). However, should the Commission deem it necessary to assess the public interest in setting aside the Order, it would be in the public interest.

Enbridge meets the public interest requirement of Section 2.51(b) because, among other reasons, "the order in whole or in part is no longer needed." Requests to Reopen, 65 Fed. Reg. 50,636, 50,637 (Aug. 21, 2000) (amending 16 C.F.R. § 2.51(b)). As a result of Williams's acquisition, Enbridge no longer has an interest in the Discovery Pipeline, and thus, the public interest is no longer served by the Order. At the same time, setting aside the Order would eliminate the unnecessary costs and burdens to Enbridge and the Commission during the remainder of the term of the Order.

III. Conclusion

Enbridge respectfully requests that the Commission reopen and set aside the Order. Setting aside the Order is justified by changed conditions of fact, and is consistent with the public interest.

Dated: December 13, 2024

Respectfully submitted,

Joseph Matelis
Sullivan & Cromwell LLP
1700 New York Avenue, N.W.
Suite 700
Washington D.C. 20007
Attorney for Respondent Enbridge

Exhibit 1

Execution Version

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "***Assignment***") is entered into as of August 1, 2024 (the "***Closing Date***"), by and between DCP Assets Holding, LP, a Delaware limited partnership ("***Assignor***"), and Williams Field Services Group, LLC, a Delaware limited liability company ("***Assignee***"). Assignor and Assignee are sometimes referred to herein, collectively, as the "***Parties***" and, individually, as a "***Party***." Capitalized terms used but not defined herein shall have the meanings ascribed for such terms in the PSA (as defined below).

WHEREAS, Assignor owns (a) 100% of the Equity Interests of DCP Dauphin Island LLC, a Delaware limited liability company ("***Dauphin Island***"), (b) 100% of the Equity Interests of DCP Mobile Bay Processing LLC, a Delaware limited liability company ("***Mobile Bay***"), and (c) 40% of the Equity Interests of Discovery Producer Services LLC, a Delaware limited liability company ("***Discovery***" and, together with Dauphin Island and Mobile Bay, the "***Acquired Companies***" and each, an "***Acquired Company***");

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement, dated as of June 21, 2024, by and between Assignor and Assignee (the "***PSA***"), pursuant to which Assignor agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to (a) 100% of the Equity Interests of Dauphin Island and Mobile Bay and (b) the entirety of Assignor's 40% Equity Interest in Discovery (collectively, the "***Subject Interests***"); and

WHEREAS, the Parties desire that, in connection with the assignment, conveyance, transfer and delivery of the Subject Interests, Assignor be removed as member of the Acquired Companies, and Assignee be recognized as the sole member of the Acquired Companies.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Assignment and in the PSA, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Subject to the terms and conditions of the PSA, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in and to the Subject Interests, including all voting, consent, and financial rights now or hereafter existing and associated with the ownership of the Subject Interests, free and clear of all Liens other than restrictions on transfer under the applicable securities laws or the Acquired Companies' organizational documents.

2. Membership. From and after the Closing Date, Assignor shall be removed as a member of the Acquired Companies, and Assignee shall be (a) substituted for Assignor as the sole member of Dauphin Island and Mobile Bay and (b) the sole member of Discovery.

3. Further Assurances. Each Party shall, and shall cause its Affiliates to, without further consideration, execute and deliver, or cause to be executed and delivered, all such documents and instruments, and shall take, or cause to be taken, all such other actions as any other Party may reasonably request to evidence and effectuate the transactions contemplated by this Assignment.

4. No Third Party Beneficiaries. No Person other than the Parties and their respective successors and permitted assigns shall have any rights, remedies, obligations or benefits under any provision of this Assignment.

5. PSA. This Assignment is entered into in connection with the transactions contemplated by the PSA, and nothing in this Assignment shall be deemed to modify, expand or enlarge any of the rights or obligations of the Parties under the PSA. In the event of any conflict between a term or provision of this Assignment and a term or provision of the PSA, the term or provision of the PSA shall control.

6. Waiver. Assignor hereby waives any consent or approval right, preferential purchase right, right of first refusal, right of first offer, buy-sell right, tag-along right, drag-along right, preemptive right, registration right or other right that would interfere with the consummation of the transactions contemplated by this Assignment and the Agreement, including all such rights arising under any provision of the Acquired Companies' organizational documents.

7. Headings. The headings used in this Assignment have been inserted for convenience of reference only, do not constitute any part of this Assignment, and shall be disregarded in construing the language hereof.

8. Amendment. This Assignment may be amended, supplemented or modified only in a writing signed by Assignor and Assignee.

9. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in Contract, tort or statute) that may be based upon, arising out of or relating to this Assignment and the transactions contemplated hereby, or the negotiation, execution or performance of this Assignment (including any claim or cause of action based upon, arising out of or relating to any representation or warranty made in or in connection with this Assignment), and/or the interpretation and enforcement of the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with the Laws of the State of Texas applicable to Contracts made and performed in such state, without giving effect to any choice or conflict of laws provision or rule (whether in the State of Texas or any other jurisdiction) that would result in the application of the Laws of any other jurisdiction other than the State of Texas and without regard to any borrowing statute that would result in the application of the statute of limitation of any other jurisdiction. In furtherance of the foregoing, the Laws of the State of Texas will control even if under such jurisdiction's choice of law or conflict of law analysis, the substantive Laws of some other jurisdiction would ordinarily or necessarily apply.

10. Counterparts. This Assignment may be executed in one or more counterparts (including by means of electronic transmission in portable document format (pdf)), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed this Assignment on the Closing Date.

ASSIGNOR

Initial

DCP ASSETS HOLDING, LP, a limited partnership

Signed by:

By: Todd Tanory _____
7936CFC6F75F4FB...

Name: Todd Tanory

Title: Vice President

ASSIGNEE

WILLIAMS FIELD SERVICES GROUP, LLC

By: _____

Name: Chad J. Zamarin

Title: Executive Vice President

IN WITNESS WHEREOF, the Parties have executed this Assignment on the Closing Date.

ASSIGNOR

DCP ASSETS HOLDING, LP, a limited partnership

By:_____
Name: Todd R. Tanory
Title: Vice President

ASSIGNEE

WILLIAMS FIELD SERVICES GROUP, LLC

By:_____
Name: Chad J. Zamarin
Title: Executive Vice President

APPROVED
Legal Dept.
TPE

Exhibit 2

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMISSION

In the matter of	)	
Enbridge Inc.,	)	
a corporation,	)	
and	)	**Docket No. C-4604**
Spectra Energy Corp.,	)	
a corporation.	)	

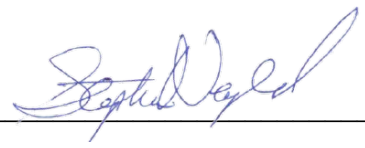
Declaration of Stephen Neyland in support of Petition of Enbridge Inc. to reopen and set aside Decision and Order

I, Stephen Neyland hereby declare as follows:

I am Vice President, Finance, Gas Transmissions and Midstream at Enbridge Inc., ("Enbridge") a pipeline and energy company headquartered in Alberta, Canada, and operating across the United States and Canada.

I have been employed at Enbridge since July, 2005. In my role at Enbridge, I have personal knowledge of contemplated acquisitions and expansion plans respecting the Discovery Pipeline. To the best of my knowledge, Enbridge has no current intention of acquiring any interest in the Discovery Pipeline in the future, either directly or indirectly.

I declare the forgoing is true and correct to the best of my knowledge and belief.



Stephen Neyland