Comment With Respect to Duration of Consumer Protection Orders, issued July 22, 1994, published at 59 FR 45,286–92 (Sept. 1, 1994) (''Sunset Policy Statement''). In the Petition, PPG affirmatively states that it has not engaged in any conduct violating the terms of the order. The Request was placed on the public record, and the thirty-day comment period expired on January 16, 1995. Two public comments were received.

The Commission in its July 22, 1994, Sunset Policy Statement said, in relevant part, that ''effective immediately, the Commission will presume, in the context of petitions to reopen and modify existing orders, that the public interest requires setting aside orders in effect for more than twenty years.'' [1] The Commission's order in Docket No. 6699 was issued on April 19, 1957, and has been in effect for more than 37 years. Consistent with the Commission's July 22, 1994, Sunset Policy Statement, the presumption is that the order should be terminated. Nothing to overcome the presumption having been presented, the Commission has determined to reopen the proceeding and set aside the order in Docket No. 6699.

Accordingly, it is ordered that this matter be, and it hereby is, reopened;

It is further ordered that the Commission's order in Docket No. 6699 be, and it hereby is, set aside, as of the effective date of this order.

By the Commission.

Donald S. Clark,

Secretary.

[FR Doc. 95–11551 Filed 5–10–95; 8:45 am]

BILLING CODE 6750–01–M

[1] *See* Sunset Policy Statement, 59 Fed. Reg. at 45,289.

[Dkt. C–3571]

Reckitt & Colman plc; Prohibited Trade Practices, and Affirmative Corrective Actions

AGENCY: Federal Trade Commission.

ACTION: Consent order.

SUMMARY: In settlement of alleged violations of federal law prohibiting unfair acts and practices and unfair methods of competition, this consent order allows, among other things, Reckitt & Colman to acquire L&F Products Inc. with the required prior approval on the condition that it sells its own rug cleaning assets, within six months, to a Commission approved acquirer. If the divestiture is not completed on time, the consent order permits the Commission to appoint a trustee to complete the transaction. In addition, the consent order requires the respondent to obtain Commission approval, for ten years, before acquiring any interest in the carpet-deodorizer business in the United States.

DATES: Complaint and Order issued April 4, 1995.[1]

FOR FURTHER INFORMATION CONTACT: Ann Malester, FTC/S–2224, Washington, DC 20580. (202) 326–2820.

SUPPLEMENTARY INFORMATION: On Friday, January 13, 1995, there was published in the **Federal Register**, 60 FR 3236, a proposed consent agreement with analysis In the Matter of Reckitt & Colman plc, for the purpose of soliciting public comment. Interested parties were given sixty (60) days in which to submit comments, suggestions or objections regarding the proposed form of the order.

No comments having been received, the Commission has ordered the issuance of the complaint in the form contemplated by the agreement, made its jurisdictional findings and entered an order to divest, as set forth in the proposed consent agreement, in disposition of this proceeding.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; sec. 7, 38 Stat. 731, as amended; 15 U.S.C. 45, 18)

Donald S. Clark,

Secretary.

[FR Doc. 95–11549 Filed 5–10–95; 8:45 am]

BILLING CODE 6750–01–M

[1] Copies of the Complaint and the Decision and Order are available from the Commission's Public Reference Branch, H–130, 6th Street & Pennsylvania Avenue NW., Washington, DC 20580.

[File No. 921 0117]

Reebok International Ltd., et al.; Proposed Consent Agreement With Analysis to Aid Public Comment

AGENCY: Federal Trade Commission.

ACTION: Proposed consent agreement.

SUMMARY: In settlement of alleged violations of federal law prohibiting unfair acts and practices and unfair methods of competition, this consent agreement, accepted subject to final Commission approval, would prohibit, among other things, a Massachusetts corporation and its subsidiary from fixing, controlling or maintaining the resale prices at which any dealer may advertise, promote, offer for sale or sell any Reebok or Rockport product. The Consent agreement also would prohibit, for a period of ten years, the respondents from enforcing or threatening suspension or termination of a dealer that sells or advertises a product below a resale price designed by Reebok or Rockport.

DATES: Comments must be received on or before July 10, 1995.

ADDRESSES: Comments should be directed to: FTC/Office of the Secretary, Room 159, 6th St. and Pa. Ave., NW., Washington, DC 20580.

FOR FURTHER INFORMATION CONTACT: Alan Loughnan, New York Regional Office, Federal Trade Commission, 150 William St., Suite 1300, New York, NY 10038. (212) 264–0459.

SUPPLEMENTARY INFORMATION: Pursuant to section 6(f) of the Federal Trade Commission Act, 38 Stat. 721, 15 U.S.C. 46 and § 2.34 of the Commission's rules of practice (16 CFR 2.34), notice is hereby given that the following consent agreement containing a consent order to cease and desist, having been filed with and accepted, subject to final approval, by the Commission, has been placed on the public record for a period of sixty (60) days. Public comment is invited. Such comments or views will be considered by the Commission and will be available for inspection and copying at its principal office in accordance with § 4.9(b)(6)(ii) of the Commission's rules of practice (16 CFR 4.9(b)(6)(ii)).

Commissioners: Janet D. Steiger, Chairman, Mary L. Azcuenaga, Roscoe B. Starek, III, Christine A. Varney

In the matter of Reebok International Ltd., and the Rockport Company, Inc., corporations File No. 921 0117

Agreement Containing Consent Order to Cease and Desist

The Federal Trade Commission having initiated an investigation of certain acts and practices of Reebok International Ltd. and The Rockport Company, Inc., a subsidiary of Reebok International Ltd., and it now appearing that Reebok International Ltd. and The Rockport Company, Inc., hereinafter sometimes referred to as proposed respondents, are willing to enter into an agreement containing an order to cease and desist from engaging in the acts and practices being investigated,

It is hereby agreed by and between Reebok International Ltd. and The Rockport Company, Inc., by their duly authorized officers, and their attorneys, and counsel for the Federal Trade Commission that:

1. Proposed respondents Reebok International Ltd. and The Rockport Company, Inc., a subsidiary of Reebok International Ltd., are corporations organized, existing and doing business under and by virtue of the laws of the State of Massachusetts. The mailing address and principal place of business of proposed respondent Reebok International Ltd. is: 100 Technology Center Drive, Stoughton, Massachusetts 02072. The mailing address and principal place of business of proposed respondent The Rockport Company, Inc.

is: 220 Donald Lynch Boulevard, Marlboro, Massachusetts 01752.

2. Proposed respondents admit all the jurisdictional facts set forth in the draft of complaint here attached.

3. The proposed respondents waive:

(a) Any further procedural steps;

(b) The requirement that the Commission's decision contain a statement of findings of fact and conclusions of law;

(c) All rights to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement; and

(d) Any claim under the Equal Access to Justice Act.

4. This agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission it, together with the draft of complaint contemplated thereby, will be placed on the public record for a period of sixty (60) days and information in respect thereto publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify the proposed respondents, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision, in disposition of the proceeding.

5. This agreement is for settlement purposes only and does not constitute an admission by proposed respondents that the law has been violated as alleged in the draft of complaint here attached, or that the facts as alleged in the draft complaint, other than jurisdictional facts, are true.

6. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of § 2.34 of the Commission's rules, the Commission may, without further notice to proposed respondents, (1) issue its complaint corresponding in form and substance with the draft of complaint and its decision containing the following order to cease and desist in disposition of the proceeding and (2) make information public in respect thereto. When so entered, the order to cease and desist shall have the same force and effect and may be altered, modified or set aside in the same manner and within the same time provided by statute for other orders. The order shall become final upon service. Delivery by the U.S. Postal Service of the complaint and decision containing the agreed-to order to proposed respondents' addresses as stated in this agreement shall constitute service. Proposed respondents waive any right they may have to any other manner of service. The complaint may be used in construing the terms of the order, and no agreement, understanding, representation, or interpretation not contained in the order or the agreement may be used to vary or contradict the terms of the order.

7. The proposed respondents have read the proposed complaint and order contemplated hereby. They understand that once the order has been issued, they will be required to file one or more compliance reports showing that they have fully complied with the order. The proposed respondents further understand that they may be liable for civil penalties in the amount provided by law for each violation of the order after it becomes final.

Order

I

It is ordered that for the purpose of this order, the following definitions shall apply:

(A) The term ''Reebok'' means Reebok International Ltd., its predecessors, subsidiaries, divisions, groups, and affiliates controlled by Reebok International Ltd., and its respective directors, officers, employees, agents, and representatives, and the respective successors and assigns of each.

(B) The term ''Rockport'' means The Rockport Company, Inc., its predecessors, subsidiaries, divisions, groups, and affiliates controlled by the Rockport Company, Inc., and its respective directors, officers, employees, agents, and representatives, and the respective successors and assigns of each.

(C) The term ''respondents'' means Reebok and Rockport.

(D) The term ''product'' means any athletic or casual footwear item which is manufactured, offered for sale or sold under the brand name of ''Reebok'' or ''Rockport'' to dealers or consumers located in the United States of America.

(E) The term ''dealer'' means any person, corporation or entity not owned by Reebok or Rockport, or by any entity owned or controlled by Reebok or Rockport, that in the course of its business sells any product in or into the United States of America.

(F) The term ''resale price'' means any price, price floor, minimum price, maximum discount, price range, or any mark-up formula or margin of profit used by any dealer for pricing any product. ''Resale price'' includes, but is not limited to, any suggested, established, or customary resale price.

II

It is further ordered that Reebok and Rockport, directly or indirectly, or through any corporation, subsidiary, division or other device, in connection with the manufacturing, offering for sale, sale or distribution of any product in or into the United States of America in or affecting ''commerce,'' as defined by the Federal Trade Commission Act, do forthwith cease and desist from, directly or indirectly:

(A) Fixing, controlling, or maintaining the resale price at which any dealer may advertise, promote, offer for sale or sell any product.

(B) Requiring, coercing, or otherwise pressuring any dealer to maintain, adopt, or adhere to any resale price.

(C) Securing or attempting to secure any commitment or assurance from any dealer concerning the resale price at which the dealer may advertise, promote, offer for sale or sell any product.

(D) For a period of ten (10) years from the date on which this order becomes final, adopting, maintaining, enforcing or threatening to enforce any policy, practice or plan pursuant to which respondents notify a dealer in advance that: (1) The dealer is subject to partial or temporary suspension or termination if it sells, offers for sale, promotes or advertises any product below any resale price designated by respondents, and (2) the dealer will be subject to a greater sanction if it continues or renews selling, offering for sale, promoting or advertising any product below any such designated resale price. As used herein, the phrase ''partial or temporary suspension or termination'' includes but is not limited to any disruption, limitation, or restriction of supply: (1) Of some, but not all, products, or (2) to some, but not all, dealer locations or businesses, or (3) for any delimited duration. As used herein, the phrase ''greater sanction'' includes but is not limited to a partial or temporary suspension or termination of greater scope or duration than the one previously implemented by respondent, or complete suspension or termination.

Provided that nothing in this Order shall prohibit Reebok and Rockport from announcing resale prices in advance and unilaterally refusing to deal with those who fail to comply. Provided further that nothing in this Order shall prohibit Reebok and Rockport from establishing and maintaining cooperative advertising programs that include conditions as to the prices at which dealers offer products, so long as such advertising programs are not part of a resale price

maintenance scheme and do not otherwise violate this order.

III

It is further ordered that, for a period of five (5) years from the date on which this order becomes final, Reebok shall clearly and conspicuously state the following on any list, advertising, book, catalogue, or promotional material where it has suggested any resale price for any product to any dealer:

ALTHOUGH REEBOK MAY SUGGEST RESALE PRICES FOR PRODUCTS, RETAILERS ARE FREE TO DETERMINE ON THEIR OWN THE PRICES AT WHICH THEY WILL ADVERTISE AND SELL REEBOK PRODUCTS.

IV

It is further ordered that, for a period of five (5) years from the date on which this order becomes final, Rockport shall clearly and conspicuously state the following on any list, advertising, book, catalogue, or promotional material where it has suggested any resale price for any product to any dealer:

ALTHOUGH ROCKPORT MAY SUGGEST RESALE PRICES FOR PRODUCTS, RETAILERS ARE FREE TO DETERMINE ON THEIR OWN THE PRICES AT WHICH THEY WILL ADVERTISE AND SELL ROCKPORT PRODUCTS.

V

It is further ordered that, within thirty (30) days after the date on which this order becomes final, Reebok shall mail by first class mail the letter attached as Exhibit A, together with a copy of this order, to all of its directors and officers, and to dealers, distributors, agents, or sales representatives engaged in the sale of any product in or into the United States of America.

VI

It is further ordered that, within thirty (30) days after the date on which this order becomes final, Rockport shall mail by first class mail the letter attached as Exhibit B, together with a copy of this order, to all of its directors and officers, and to dealers, distributors, agents, or sales representatives engaged in the sale of any product in or into the United States of America.

VII

It is further ordered that, for a period of two (2) years after the date on which this order becomes final, Reebok shall mail by first class mail the letter attached as Exhibit A, together with a copy of this order, to each new director, officer, dealer, distributor, agent, and sales representative engaged in the sale of any product in or into the United States of America, within ninety (90) days of the commencement of such person's employment or affiliation with Reebok.

VIII

It is further ordered that, for a period of two (2) years after the date on which this order becomes final, Rockport shall mail by first class mail the letter attached as Exhibit B, together with a copy of this order, to each new director, officer, dealer, distributor, agent, and sales representative engaged in the sale of any product in or into the United States of America, within ninety (90) days of the commencement of such person's employment or affiliation with Rockport.

IX

It is further ordered that Reebok or Rockport shall notify the Commission at least thirty (30) days prior to any proposed changes in Reebok or Rockport such as dissolution, assignment or sale resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries, or any other change in the corporations which may affect compliance obligations arising out of the order.

X

It is further ordered that, within sixty (60) days after the date this order becomes final, and at such other times as the Commission or its staff shall request, Reebok and Rockport shall file with the Commission a verified written report setting forth in detail the manner and form in which Reebok and Rockport have complied and are complying with this order.

XI

It is further ordered that this order shall terminate on [insert date twenty years after date of issuance].

Exhibit A

[Reebok Letterhead]

Dear Retailer: The Federal Trade Commission has conducted an investigation into Reebok's sales policies, and in particular Reebok's Centennial Plan, which was announced in November 1992 and whose retail pricing provisions have since been withdrawn. To expeditiously resolve the investigation and to avoid disruption to the conduct of its business, Reebok has agreed, without admitting any violation of the law, to the entry of a Consent Order by the Federal Trade Commission prohibiting certain practices relating to resale prices. A copy of the Order is enclosed. This letter and the accompanying Order are being sent to all of our dealers, sales personnel and representatives.

The Order spells out our obligations in greater detail, but we want you to know and understand that you can sell and advertise our products at any prices you choose. While we may send materials to you which contain suggested retail prices, you remain free to sell and advertise those products at any price you choose.

We look forward to continuing to do business with you in the future.

Sincerely yours,

_____

President,
Reebok International Ltd.

Exhibit B

[Rockport Letterhead]

Dear Retailer: The Federal Trade Commission has conducted an investigation into Rockport's sales policies, and in particular Rockport's Suggested Retail Pricing Policy, which was announced in July 1992 and which, together with Rockport's subsequent ''Marathon Policy,'' has since been withdrawn. To expeditiously resolve the investigation and to avoid disruption to the conduct of its business, Rockport has agreed, without admitting any violation of the law, to the entry of a Consent Order by the Federal Trade Commission prohibiting certain practices relating to resale prices. A copy of the Order is enclosed. This letter and the accompanying Order are being sent to all of our dealers, sales personnel and representatives.

The Order spells out our obligations in greater detail, but we want you to know and understand that you can sell and advertise our products at any price you choose. While we may send materials to you which contain suggested retail prices, you remain free to sell and advertise those products at any price you choose.

We look forward to continuing to do business with you in the future.

Sincerely yours,

_____

President,
The Rockport Company, Inc.

Analaysis of Proposed Consent Order to Aid Public Comment

The Federal Trade Commission has accepted an agreement to a proposed consent order from Reebok International Ltd. and The Rockport Company, Inc. (a wholly-owned subsidiary of Reebok International Ltd.).

The proposed consent order has been placed on the public record for sixty (60) days for reception of comments by interested persons. Comments received during this period will become part of the public record. After sixty (60) days, the Commission will again review the agreement and the comments received and will decide whether it should withdraw from the agreement or make final the agreement's proposed order.

The complaint alleges that Reebok International Ltd. (''Reebok'') and The Rockport Company, Inc. (''Rockport'') have entered into combinations, agreements and understandings with certain of their dealers to maintain the

resale prices at which certain of their dealers sell certain of their athletic or casual footwear products. The complaint alleges that this conduct violates Section 5 of the Federal Trade Commission Act.

Reebok and Rockport have signed a consent agreement to the proposed consent order that prohibits them from fixing, controlling or maintaining the resale prices at which any dealer may advertise, promote, offer for sale or sell any Reebok or Rockport product. The proposed order prohibits Reebok and Rockport from coercing or pressuring any dealer to maintain, adopt or adhere to any resale price, and from securing or attempting to secure commitments or assurances from any dealer concerning resale prices. The proposed consent order also for a period of ten years prohibits Reebok and Rockport from enforcing or threatening to enforce any policy, practice or plan under which Reebok or Rockport notifies a dealer in advance that the dealer is subject to partial or temporary suspension or termination if it sells or advertises any product below a resale price designated by Reebok or Rockport, and that the dealer will be subject to a greater sanction if it continues or renews selling or advertising any product below a designated resale price.

The proposed order requires Reebok and Rockport to mail a letter to their dealers which will inform them that they can sell and advertise Reebok and Rockport products at any price they choose. The proposed order also requires Reebok and Rockport, for a period of five years, to place on any material in which they suggest resale prices a statement that the dealer is free to determine the prices at which it will sell Reebok or Rockport products.

The proposed order provides that the order shall terminate 20 years after the date of its issuance by the Commission.

The purpose of this analysis is to facilitate public comment on the proposed order, and it is not intended to constitute an official interpretation of the agreement and proposed order or to modify in any way their terms.

Donald S. Clark,

Secretary.

Dissenting Statement of Commissioner Roscoe B. Starek III, in the Matter of Reebok International, Ltd., File No. 921–0117

I find reason to believe that Reebok International, Ltd. (''Reebok'') has entered into agreements with retailers to restrain resale prices and has thereby violated Section 5 of the FTC Act, 15 U.S.C. § 45.[1] But I have dissented from the decision to accept the consent agreement in this matter because certain provisions of the Commission's order are not necessary to prevent unlawful conduct and may unduly restrain procompetitive activity by Reebok.

Under most circumstances, including those here, the competitive effects of RPM are ambiguous at worst and a full rule of reason analysis likely would not reveal cognizable anticompetitive effects.[2] Therefore, I would prefer that injunctive relief ordered to address RPM be strictly tailored to the per se allegations. The fencing-in restrictions in this order is related to resale price advertising (in subparagraphs II (A) and (C)) and to Reebok's ''structured termination policy'' (subparagraph II(D))—are unnecessarily broad and may enjoin efficient conduct.[3]

[FR Doc. 95–11555 Filed 5–10–95; 8:45 am]

BILLING CODE 6750–01–M

[File No. 942–3027]

Third Option Laboratories, Inc., et al.; Proposed Consent Agreement With Analysis to Aid Public Comment

AGENCY: Federal Trade Commission.

ACTION: Proposed consent agreement.

SUMMARY: In settlement of alleged violations of federal law prohibiting unfair acts and practices and unfair methods of competition, this consent agreement, accepted subject to final Commission approval, would require, among other things, a Muscle Shoals, Alabama company and its officers to pay $480,000 to be used either for refunds to consumers or as disgorgement to the U.S. Treasury and to send a notice to consumers advising them of the consent agreement, which settles allegations that the respondents made a number of deceptive health claims for their ''Jogging in a Jug'' beverage. In future advertisements for that beverage or similar products, the respondents would have to clearly and prominently state that there is no scientific evidence that the product provides any health benefits.

DATES: Comments must be received on or before July 10, 1995.

ADDRESSES: .Comments should be directed to: FTC/Office of the Secretary, Room 159, 6th St. and Pa. Ave., NW., Washington, D.C. 20580.

FOR FURTHER INFORMATION CONTACT: Toby Milgrom Levin or Loren G. Thompson, FTC/S–4002, Washington, D.C. 20580. (202) 326–3156 or (202) 326–2049.

SUPPLEMENTARY INFORMATION: Pursuant to section 6(f) of the Federal Trade Commission Act, 38 Stat. 721, 15 U.S.C. 46 and § 2.34 of the Commission's rules of practice (16 CFR 2.34), notice is hereby given that the following consent agreement containing a consent order to cease and desist, having been filed with and accepted, subject to final approval, by the Commission, has been placed on the public record for a period of sixty (60) days. Public comment is invited. Such comments or views will be considered by the Commission and will be available for inspection and copying at its principal office in accordance with § 4.9(b)(6)(ii) of the Commission's rules of practice (16 CFR 4.9(b)(6)(ii)).

In the Matter of: Third Option Laboratories, Inc., a corporation, and William J. McWilliams, Danny Bishop McWilliams, and Susan McWilliams Bolton, individually and as officers of said corporation. File No. 942–3027.

Agreement Containing Consent Order to Cease and Desist

The Federal Trade Commission, having initiated an investigation of certain acts and practices of Third Option Laboratories, Inc., a corporation, and William J. McWilliams, Danny Bishop McWilliams, and Susan McWilliams Bolton, individually and as officers of said corporation (''proposed respondents''), and it now appearing that proposed respondents are willing to enter into an agreement containing an order to cease and desist from the acts and practices being investigated,

It is hereby agreed by and between Third Option Laboratories, Inc., by its duly authorized officer, and William J. McWilliams, Danny Bishop McWilliams, and Susan McWilliams Bolton, individually and as officers of said corporation, and their attorney, and counsel for the Federal Trade Commission that:

1. Proposed respondent Third Option Laboratories, Inc. is a corporation organized, existing, and doing business

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[1] *See Dr. Miles Medical Co.* v. *John D. Park & Sons Co.*, 220 U.S. 373 (1911) (resale price maintenance (''RPM'') held unlawful upon mere proof of agreement).

[2] *See, e.g.*, Pauline Ippolito, *Resale Price Maintenance: Evidence From Litigation*, 34 J.L. & Econ. 263 (1991). *See also* Kevin J. Arquit, *Resale Price Maintenance: Friend or Foe?* 60 Antitrust L.J. 447 (1992).

[3] Even if the evidence in this case suggests that Reebok's dealer advertising and termination policies supported RPM, deleting the related fencing-in injunctions likely would be procompetitive. The order should permit Reebok to exercise its lawful dealer termination rights and to engage in any procompetitive minimum advertised price programs ''unless (this conduct) includes some agreement on price levels.'' *Business Electronics Corp.* v. *Sharp Electronics Corp.*, 484 U.S. 717, 735–36 (1988).