TRANSACTIONS GRANTED EARLY TERMINATION BETWEEN: 052096 AND 061496—Continued

Name of Acquiring Person, Name of Acquired Person, Name of Acquired Entity	PMN No.	Date Terminated
KN Energy, Inc., Amoco Corporation, Amoco Pipeline Company	96–2004	06/07/96
Cookson Group plc, Camelot Systems, Inc., Camelot Systems, Inc	96–2006	06/07/96
Sinclair Broadcast Group, Inc., ABRY Communications II, L.P., Cincinnati TV 64 Limited Partnership	96–2014	06/07/96
MedPartners/Mullikin, Inc., James E. George, M.D., Emergency Physician Associates, P.A	96–2020	06/07/96
Sega Enterprises, Ltd., JT Storage, Inc., JT Storage, Inc	96–2024	06/07/96
Atlantic Equity Partners International II, L.P., Atlantic Equity Partners L.P., BPC Holding Corporation	96–2026	06/07/96
First Chicago NBD Corporation, E.I. du Pont de Nemours and Company, E.I. du Pont de Nemours and Company	96–2028	06/07/96
Martin H. Marcus, Welsh, Carson, Anderson & Stowe VI, L.P., Medifax, Inc	96–2029	06/07/96
PriCellular Corporation, Horizon Cellular Telephone Company, L.P., Horizon Cellular Telephone Company of Monongalia, L.P	96–2034	06/07/96
BISSELL Inc., Ryobi Limited, Ryobi Motor Products Corp	96–2036	06/07/96
D. Bryan Jones, Arnold Bay Farms, Inc., Arnold Bay Farms, Inc	96–2043	06/07/96
Chase Brass Industries, Inc., UNR Asbestors-Disease Claims Trust, Holco Corporation and Leavitt Structural Tubing Co	96–2044	06/07/96
SPS Technologies, Inc., Coats Viyella, Flexmag Industries, Inc	96–2049	06/07/96
Cookson Group plc (a British company) Entek/Amtek International LLC (a Delaware company), Entek/Amtek International LLC (a Delaware company)	96–2051	06/07/96
Tyco International Ltd., Thorn Security Group, Ltd., Thorn Security Group, Ltd	96–2052	06/07/96
PECO Energy Company, Allen Salmasi, NextWave Telecom Inc	96–2053	06/07/96
New Era Enterprises, Inc., I.C.H. Corporation (Debtor-in-Possession), Philadelphia American Life Insurance Company	96–2031	06/09/96
The Carpenters Pension Trust for Southern California, The Dexter Corporation, The Dexter Corporation	96–1945	06/11/96
Occidental Petroleum, Helmerich & Payne, Inc., Natural Gas Odorizing, Inc	96–2045	06/11/96
Raytheon Company, Chrysler Corporation, Chrysler Technologies Holding, Inc	96–1578	06/12/96
Cooper Cameron Corporation, Ingram Industries Inc., Ingram Cactus Company	96–1644	06/13/96
Incentive A/S, Thermadyne Holdings Corporation, Clarke Holding Corporation	96–1952	06/13/96
Vulcan Materials Company, Mayo Chemical Company, Inc., Mayo Chemical Company, Inc	96–1960	06/13/96
Warburg, Pincus Investors, L.P., Cablevision Systems Corporation, CSC Acquisition—MA, Inc	96–2009	06/13/96
Cable Systems Corporation, Warburg, Pincus Investors, L.P., WP Cable Inc., WP Nashoba Cable, Inc. and Framingham Ho	96–2010	06/13/96
HealthPlan Services Corporation, Consolidated Group, Inc., Consolidated Group, Inc	96–2041	06/13/96
HIG Investment Group, L.P., John Sheehan (debtor in possession), Johnstown Corporation	96–1831	06/14/96
Clear Channel Communications, Inc., General Electric Company, REP New England, G.P., REP Southeast G.P., REP Ft. Myer	96–1913	06/14/96
Mr. Klaus J. Jacobs, ECCO S.A., ECCO S.A	96–1939	06/14/96
Shamrock Holdings, Inc., Alberto-Culver Company, Alberto-Culver Company	96–1940	06/14/96
Boyd Gaming Corporation, Par-A-Dice Gaming Corporation, Par-A-Dice Gaming Corporation	96–1964	06/14/96
Robert G. Irvin, William F. Brooks, Jr., Forty Acres Ltd	96–2008	06/14/96
Security Capital Group Incorporated, Homestead Village Properties Incorporated, Homestead Village Properties Incorporated	96–2016	06/14/96
James E. George, M.D., MedPartners/Mullikin, Inc., MedPartners/Mullikin, Inc	96–2019	06/14/96
The Carpenters Pension Trust for Southern California, Kinetic Concepts, Inc., Kinetic Concepts, Inc	96–2025	06/14/96
Komatsu Ltd., Cummins Engine Company, Inc., Cummins Engine Company, Inc	96–2035	06/14/96
OrNda HealthCorp, Cypress Fairbanks Medical Center, Inc., Cypress Fairbanks Medical Center, Inc	96–2087	06/14/96

FOR FURTHER INFORMATION CONTACT: Sandra M. Peay or Renee A. Horton, contact representatives, Federal Trade Commission, Premerger Notification office, Bureau of Competition, room 303, Washington, D.C. 20580 (202) 326–3100.

By direction of the Commission.

Donald S. Clark,

Secretary.

[FR Doc. 96–16115 Filed 6–24–96; 8:45 am]

BILLING CODE 6750–01–M

[File No. 921–0050]

New Balance Athletic Shoe, Inc.; 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 or deceptive acts or practices and unfair methods of competition, this consent agreement, accepted subject to final Commission approval, would prohibit, among other things, the Boston, Massachusetts-based shoe manufacturer from fixing, controlling, or maintaining the resale prices at which retailers advertise, promote, or offer for sale any New Balance athletic or casual footwear. It also prohibits New Balance from coercing or pressuring any retailer to maintain or adopt any resale price and from attempting to secure their commitment to any resale price. This consent agreement settles allegations that New Balance entered into agreements with some of its retailers to restrict price competition, thereby raising prices for consumers.

DATES: Comments must be received on or before August 26, 1996.

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

FOR FURTHER INFORMATION CONTACT: William Baer, Federal Trade Commission, H–374, 6th and Pennsylvania Ave, NW, Washington, DC 20580. (202) 326–2932. Michael Bloom, Federal Trade Commission, New York Regional Office, 150 William Street, Suite 1300, New York, NY 10038. (212) 264–1201.

SUPPLEMENTARY INFORMATION: Pursuant to Section 6(f) of the Federal Trade

Commission Act, 38 Stat. 721, 15 U.S.C. 46 and Section 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 Section 4.9(b)(6)(ii) of the Commission's Rules of Practice (16 CFR 4.9(b)(6)(ii)).

Agreement Containing Consent Order to Cease and Desist

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

The Federal Trade Commission having initiated an investigation of certain acts and practices of New Balance Athletic Shoe, Inc, and it now appearing that New Balance Athletic Shoe, Inc., hereinafter sometimes referred to as proposed respondent, is 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 New Balance Athletic Shoe, Inc., by its duly authorized officers, and its attorneys, and counsel for the Federal Trade Commission that:

1. Proposed respondent New Balance Athletic Shoe, Inc. is a corporation 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 is: 61 North Beacon Street, Boston, Massachusetts 02134.

2. Proposed respondent admits all the jurisdictional facts set forth in the draft of complaint.

3. The proposed respondent waives:

(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 respondent, 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 respondent that the law has been violated as alleged in the draft of complaint, 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 respondent, (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 respondent's addresses as stated in this agreement shall constitute service. Proposed respondent waives any right it 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 respondent has read the proposed complaint and order contemplated hereby. It understands that once the order has been issued, it will be required to file one or more compliance reports showing that it has fully complied with the order. The proposed respondent further understands that it 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 ''New Balance'' means New Balance Athletic Shoe, Inc., its predecessors, subsidiaries, divisions, groups, and affiliates controlled by New Balance Athletic Shoe, Inc., and its respective directors, officers, employees, agents, and representatives, and the respective successors and assign of each.

(B) The term ''respondent'' means New Balance.

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

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

(E) 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 New Balance, 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:

(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 respondent notifies a dealer in a

advance that: (1) The dealer is subject to warning or partial or temporary suspension or termination if its 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 New Balance 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 a 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, New Balance 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 New Balance may suggest resale prices for products, retailers are free to determine on their own the prices at which they will advertise and sell New Balance products.

IV

It is further ordered That, within (30) days after the date on which this order becomes final, New Balance 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.

V

It is further ordered That, for a period of two (2) years after the date on which this order becomes final, New Balance 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 New Balance.

VI

It is further ordered That New Balance shall notify the Commission at least thirty (30) days prior to any proposed changes in New Balance 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.

VII

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, New Balance shall file with the Commission a verified written report setting forth in detail the manner and form in which New Balance has complied and is complying with this order.

VIII

It is further ordered That this order shall terminate on July 15, 1996.

Exhibit A [New Balance Letterhead]

Dear Retailer: The Federal Trade Commission has conducted an investigation into New Balance's sales policies, and in particular New Balance's ''Statement of Policy,'' which was announced in July 1991 and, with modifications, has remained in effect since then. To expeditiously resolve the investigation and to avoid disruption to the conduct of its business, New Balance 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 grater 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, New Balance Athletic Shoe, Inc.

Analysis of Proposed Consent Order To Aid Public Comment

The Federal Trade Commission has accepted an agreement to a proposed consent order from New Balance Athletic Shoe, Inc. (''New Balance'').

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 is should withdraw from the agreement or make final the agreement's proposed order.

I. The Proposed Complaint

The Commission has issued a proposed complaint against New Balance that alleges that New Balance has entered into combinations, agreements and understandings with certain of its dealers to fix the resale prices at which dealers sell its athletic footwear. The complaint further alleges that this conduct violates Section 5 of the Federal Trade Commission Act.

To assist the public in understanding the circumstances under which the Commission may find a price agreement between a manufacturer and a retailer, the Commission's proposed complaint alleges price agreements in more detail than was contained in prior Commission resale price maintenance complaints. Specifically, the complaint alleges that New Balance engaged in various actions with the intent and effect of inducing certain of its dealers to enter into agreements with New Balance, pursuant to which the dealers agreed to raise retail prices on New Balance products, to maintain prices or price levels set by New Balance, or to refrain from discounting New Balance products. According to the complaint, these actions of New Balance included, among other things:

(a) Threatening to suspend or terminate shipments to discounting retailers and engaging in other coercive acts, such as surveillance of dealers' prices and demanding that discounting dealers raise their prices;

(b) Informing dealers that New Balance would act to secure similar price agreements with other dealers; and

(c) Securing price agreements from discounting dealers after warning them that continued or subsequent selling of New Balance products at prices below those set by New Balance would result in discontinuation of sales to the dealer pursuant to New Balance's written

policy stating that it will give a ''one-time warning'' to a dealer who sells its products below designated prices, and that in the event of continued or subsequent violation of its policy New Balance will discontinue selling to that dealer.

The complaint alleges that the purpose, tendency, or effect of the described New Balance actions is and has been to restrain trade unreasonably and to hinder competition in the sale of athletic footwear in the United States, depriving consumers of the benefits of price competition among retail dealers with respect to the sale of New Balance products and increasing prices to consumers of those products. The complaint concludes that the described acts and practices constitute unfair methods of competition and are illegal.

II. Description of Practices Giving Rise to the Alleged Violations of the Federal Trade Commission Act

New Balance, a Massachusetts corporation, is a prominent seller of athletic footwear. New Balance athletic shoes are available in a wider range of widths than many other athletic shoes, as a result of which New Balance has a loyal following among customers who wear non-standard widths.

In 1991, New Balance adopted a policy (hereinafter referred to as New Balance's ''one-time warning'' policy) under which retailers would first be warned, then terminated if they sold certain New Balance products at more than 20% below New Balance's suggested resale prices. Other versions of the one-time warning policy with minor changes came into effect at the start of 1993 and 1994.

Instead of enforcing this one-time warning policy through termination of non-complying retailers, New Balance on occasion used the policy as a means to enter into agreements with discounting retailers with respect to resale prices. For example, New Balance urged retailers to comply, sought expressions of consent, and negotiated the terms on which certain retailers would comply. As a result of these actions by New Balance some retailers have raised their retail prices.

As alleged in the complaint, New Balance induced retailers to enter into these agreements through coercive acts, including surveillance of retailer prices, threatening to suspend or terminate shipments to discounting retailers, and demanding that discounting retailers raise their prices. In addition, New Balance assured retailers that New Balance would secure similar price agreements from other, competing retailers or otherwise prevent unapproved discounting of New Balance athletic shoes.

New Balance, by using the means described, was successful in inducing recalcitrant retailers to agree to charge prices preferred by New Balance, irrespective of the pricing preferences of each retailer. The result of New Balance's actions was to restrict price competition among retailers of New Balance athletic shoes, increasing New Balance athletic shoe prices to consumers. Entry into such price agreements constitute *per se* violations of the antitrust law prohibition of agreements in restraint of trade and violate Section 5 of the Federal Trade Commission Act.

III. Explanation of the Proposed Consent Order

New Balance has signed an agreement containing an order to cease and desist from engaging in the acts and prices under investigation. The agreement provides that it is for settlement purposes only and does not constitute an admission by New Balance that the law has been violated or that the facts alleged in the complaint (other than jurisdictional facts) are true. The proposed order requires New Balance to cease and desist from continuing or renewing the acts and practices alleged in the complaint, which affected both advertised and in-store prices. Specifically, Section II(A) of the proposed order requires New Balance to cease and desist from fixing, controlling, or maintaining the resale prices at which any dealer may advertise, promote, offer for sale or sell any New Balance product.

The law generally permits a manufacturer unilaterally to adopt, announce, and implement a policy of refusing to deal with resellers who sell at prices other than those preferred by the manufacturer. *United States* v. *Colgate & Co.*, 250 U.S. 300 (1919). The manufacturer may not, however, seek and obtain a reseller's agreement to adhere to the manufacturer's price preferences. *United States* v. *Parke, Davis & Co.*, 362 U.S. 29 (1960). To prevent New Balance from seeking and obtaining resellers' agreements to adhere to its pricing preferences, Sections II (B) and (C) of the order prohibit New Balance from requiring, coercing, or otherwise pressuring any dealer to maintain, adopt, or adhere to any resale price, and from 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.

Section II(D) addresses New Balance's improper use of its one-time warning policy. To prevent New Balance from using this policy as a means to enter into price agreements with non-complying retailers, the proposed order prohibits New Balance, for a period of ten years from the date on which the order becomes final, from adopting, maintaining, threatening to enforce, or enforcing any policy, practice, or plan under which New Balance notifies a reseller in advance that the reseller is subject to partial or temporary suspension or termination if it sells or advertises any product below a resale price designated by New Balance, 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 order does not prohibit New Balance from announcing suggested resale prices in advance and unilaterally refusing to deal with those who fail to comply.

The proposed order does not prohibit New Balance 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 a part of a resale price maintenance scheme and do not otherwise violate this order.

The proposed order also contains provisions that are intended to restore competitive conditions in the market(s) affected by New Balance's unlawful actions. Section III of the proposed order requires New Balance, for a period of five years from the date on which the order becomes final, to place on any material in which it suggests resale prices a statement that the reseller is free to determine the prices at which it will sell New Balance products. Section IV of the proposed order requires New Balance, within thirty days after the date on which the order becomes final, to mail a letter, together with a copy of the order, to its directors, officers, dealers, sales representatives, and specified others, to inform them that resellers of New Balance products can advertise and sell New Balance products at any price they choose. Section V of the order, for a period of two years from the date on which the order becomes final, imposes a similar requirement with respect to prospective directors, officers, dealers, sales representatives.

Section VI of the proposed order requires New Balance to provide the Commission with notice of changes in New Balance, such as the creation or dissolution of subsidiaries, that may affect its order compliance obligations. Section VII requires New Balance to file

a detailed report of the manner and form of its compliance with the order within sixty days of its becoming final and at such other times as the Commission may request.

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 to modify in any way their terms.

Donald S. Clark,

Secretary.

Concurring Statement of Commissioner Mary L. Azcuenaga in New Balance Athletic Shoe, Inc., File No. 921–0050

There is some evidence that New Balance went beyond permissible communications with its dealers and entered the realm of unlawful resale price maintenance. An order is, therefore, appropriate. I write separately to make clear my understanding that the proposed complaint does not challenge the announcement or implementation by a supplier of a structured termination policy. although I view Paragraph 4(c) of the complaint as ambiguous, the essence of the charge is that New Balance would not impose sanctions on them. New Balance did not implement its structured termination policy, and the proposed complaint and order do not address the lawfulness of that policy.

Dissenting Statement of Commissioner Roscoe B. Starek, III In the Matter of New Balance Athletic Shoe, Inc., File No. 921–0050

As I did in *Reebok International, Ltd.*, Docket No. C–3592, I find reasons to believe that the target of the present investigation—New Balance Athletic Shoe, Inc. (''New Balance'')—has entered into agreements with retailers to restrain retail prices and has thereby violated Section 5 of the Federal Trade Commission Act, 15 U.S.C. 45. However, I dissent from the Commission's decision to accept the consent agreement in this matter because certain provisions of the proposed Commission order are not required to prevent unlawful conduct and may instead unnecessarily restrain procompetitive conduct by New Balance.

As in *Reebok International,* the fencing-in restrictions in the proposed order relating to resale price advertising (specifically, the minimum advertised price provisions) [1] and to New Balance's ''structured termination policy.'' [2] are unjustifiably broad and likely to deter efficient conduct. Indeed, the order even goes beyond the provisions I found over inclusive, and therefore unacceptable, in the *Reebok* order: the current order omits language that appeared in Paragraph II of the *Reebok* order that expressly recognized the respondent's *Colgate* rights.[3]

In the interests of fairness and efficiency, injunctive relief ordered to address resale price maintenance should be strictly tailored to the per se unlawful conduct alleged. Because the proposed order in this case mandates excessive restrictions upon the conduct of New Balance, I respectfully dissent.

[FR Doc. 96–16113 Filed 6–24–96; 8:45 am]

BILLING CODE 6750–01–M

[1] The unnecessary provisions relating to price advertising appear in Paragraphs II(A), II(B), and III and in Exhibit A to the proposed order.

[2] See Paragraph IV(C) of the proposed complaint and Paragraph II(D) of the proposed order.

[3] See *United States* v. *Colgate & Co.,* 250 U.S. 300 (1919).

[File No. 951–0124]

Precision Moulding Company, Inc.; 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 or deceptive acts or practices and unfair methods of competition, this consent agreement, accepted subject to final Commission approval, would prohibit, among other things, the Cottonwood, California-based company from requesting, suggesting, urging, or advocating that any competitor raise, fix, or stabilize price levels. This consent agreement settles allegations that Precision, the leading supplier of wood products used to construct frames for artists' canvases, attempted to fix prices and restrain trade in the market for these products, known as stretcher bars.

DATES: Comments must be received on or before August 26, 1996.

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

FOR FURTHER INFORMATION CONTACT: Michael Antalics, Federal Trade Commission, S–2627, 6th and Pennsylvania Ave, NW, Washington, DC 20580. (202) 326–2821.

SUPPLEMENTARY INFORMATION: Pursuant to Section 6(f) of the Federal Trade Commission Act, 38 Stat. 721, 15 U.S.C. 46 and Section 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 Section 4.9(b)(6)(ii) of the Commission's Rules of Practice (16 CFR 4.9(b)(6)(ii)).

Agreement Containing Consent Order To Cease and Desist

The Federal Trade Commission (''Commission''), having initiated an investigation of certain acts and practices of Precision Moulding Co., Inc., a corporation, hereinafter sometimes referred to as ''proposed respondent,'' and it now appearing that Precision Moulding Co., Inc. is willing to enter into an agreement containing an order to cease and desist from the use of the acts and practices being investigated.

It is hereby agreed by and between Precision Moulding Co. Inc., by its duly authorized officer, and its attorney, and counsel for the Commission that:

1. Proposed respondent Precision Moulding Co., Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of California with its principal place of business located at 3308 Cyclone Court, Cottonwood, California 96022, and its mailing address at P.O. Box 406, Cottonwood, California 96022.

2. Proposed respondent admits all the jurisdictional facts set forth in the draft of complaint.

3. Proposed respondent waives:

(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