
IN THE MATTER OF
JOSEPH A. KAPLAN & SONS, INC.

MODIFIED ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF SECS.
2(a), (d) AND (e) OF THE CLAYTON ACT

Docket 7813. Complaint, March 10, 1960—Decision, Dec. 2, 1965

Order modifying Paragraph 3 of a cease and desist order of the Commission
dated November 15, 1963, in accordance with the decision of the Court

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of Appeals, District of Columbia, dated May 13, 1965, 347 F. 2d 785, by omitting all reference to "any other service or facility" contained in the original order, 63 F.T.C. 1308.

MODIFIED ORDER TO CEASE AND DESIST

Respondent having filed in the United States Court of Appeals for the District of Columbia Circuit a petition to review and set aside the order to cease and desist issued herein on November 15, 1963 [63 F.T.C. 1308]; and the court on May 13, 1965, having issued its decision and entered judgment modifying said order to cease and desist, and on June 11, 1965, having entered its final decree affirming and enforcing said order to cease and desist as so modified; and the time allowed for filing a petition for certiorari having expired and no such petition having been filed;

Now, therefore, it is hereby ordered, That the aforesaid order to cease and desist be, and it hereby is, modified, in accordance with the said judgment of the court of appeals, to read as follows:

It is ordered, That respondent Joseph A. Kaplan & Sons, Inc., a corporation, its officers, employees, assignees, and representatives, directly or through any corporate or other device, in or in connection with the sale of shower curtains, shower curtain sets, shower curtain accessories, and related products in commerce, as commerce is defined in the Clayton Act, as amended, forthwith cease and desist from:

1. Discriminating, directly or indirectly, in the price of said products of like grade and quality by selling to any purchaser at net prices higher than the net prices charged to any other purchaser who, in fact, competes with the purchaser paying the higher price in the resale and distribution of respondent's products.

2. Paying or contracting to pay, or granting or contracting to grant, or allowing, directly or indirectly, anything of value, including checks and credits, to or for the benefit of a customer as compensation or in consideration of any advertising or promotional services or facilities furnished by or through said customer in connection with the sale or offering for sale of respondent's products, unless such payments, credits, grants or allowances are available on proportionally equal terms to all other customers competing in the distribution of said products.

3. Discriminating directly or indirectly among competing purchasers of its products by contracting to furnish, furnishing, or contributing to the furnishing of the service or facility of

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accepting the return of its unsold products to any purchaser of said products bought for resale, with or without processing, unless such service or facility is accorded on proportionally equal terms to all purchasers competing in the resale of said products.
