

Modifying Order

100 F.T.C.

IN THE MATTER OF
FRED MEYER, INC.

MODIFYING ORDER IN REGARD TO ALLEGED VIOLATION OF THE
FEDERAL TRADE COMMISSION ACT

Docket C-3028. Consent Order, July 23, 1980—Modifying Order, Oct. 14, 1982

This order reopens the proceeding and modifies the Commission's order issued on July 23, 1980 (96 F.T.C. 60), by modifying Paragraphs A and B of Section IV, so as to extend from 10 to 14 days the time in which customers have to come into the store to settle their account once the layaway period has expired. The modification also extends from 11 to 15 days the time the store will wait before returning layaway merchandise to stock.

ORDER MODIFYING CEASE AND DESIST ORDER ISSUED JULY 23, 1980

The Federal Trade Commission having considered the July 19, 1982, petition of Fred Meyer, Inc., a Delaware corporation, successor to Fred Meyer, Inc., an Oregon corporation, to reopen this matter and modify the consent order to cease and desist issued by the Commission on July 23, 1980, and having determined that public interest warrants reopening and modification of the order,

It is ordered, That order Paragraph A and B of Section 4 be revised as follows:

A. Mail to each layaway customer:

1. within twenty (20) days after the end of the period designated in the layaway agreement to make full payment for the merchandise,
2. if the payments received by respondent have not been returned to the customer, and
3. if the merchandise has not been delivered to the customer, and
4. before the merchandise is returned to stock and before making any entries in the layaway account which would close out the account, the following disclosure clearly and conspicuously in twelve-point or larger type, entirely on one side of a single piece of paper, separated from any other written matter:

WE OWE YOU MONEY

(Date of mailing to
be inserted here)

You haven't fully paid for your recent layaway purchase at our (name of store) store. You can fully pay for your purchase within 14 days from the above date. Or you can get a refund from us for the amount you have paid (less 35 cents handling charge).

If you want a refund, come to the department of the store where you have the layaway not later than (insert date 14 days from notice) and ask for your money. You also have the choice of getting a credit to purchase other merchandise. Please bring this notice with you. If you don't ask for a refund or a credit, we will send you a check automatically within 45 days if the amount we owe you is more than \$1.

Respondent may insert in the above notice a different handling charge that is reasonable in comparison with a 35 cent charge.

B. Defer returning layaway merchandise to stock until 15 days after the mailing of the notice specified in IV.A. and allow completion of the layaway purchase within 14 days after the mailing of the notice.

Interlocutory Order

100 F.T.C.

IN THE MATTER OF

BOISE CASCADE CORPORATION

*Docket 9133. Interlocutory Order, Oct. 15, 1982*ORDER DIRECTING GENERAL COUNSEL TO COMMENCE COURT
ENFORCEMENT OF SUBPOENA DUCES TECUM

On August 10, 1982, the administrative law judge certified to the Commission the request of respondent Boise Cascade Corporation for enforcement of specifications 8, 11-15, 18 and 19 of a subpoena issued by the ALJ on March 1, 1982, to third party Northwest Wholesale Stationers, Inc. Boise is charged in this case with having induced or received discriminatory discounts from office product suppliers in violation of Section 2(f) of the Clayton Act, as amended by the Robinson-Patman Act. Boise resells office supplies at both the wholesale and the retail levels. Northwest is a cooperative that purchases at wholesale from manufacturers and resells to its retail office supply members and to other, nonmember retail office supply outlets. Boise claims to compete with Northwest in its sales to nonmember dealers at wholesale and with Northwest's members in their sales at retail to end users. The subpoena issued by the ALJ pertains to the prices Northwest has paid to its suppliers, as well as the prices it has charged to its members and customers. The information is relevant, Boise argues, to its defense on both the issues of discrimination and injury to competition.

The Commission has consistently held that an ALJ has wide discretion in discovery matters, and his or her determinations should be reversed only for a clear abuse of discretion. *E.g., General Foods Corp.*, 95 F.T.C. 306 (1980); *Warner-Lambert Co.*, 83 F.T.C. 485 (1973). The record of pleadings and orders regarding the issuance and enforcement of the subpoena in issue here demonstrates that the ALJ has in fact carefully and reasonably exercised his authority. The subpoena first requested by Boise was substantially redrafted at his insistence to eliminate unnecessary specifications, narrow the relevant time period for many specifications, and otherwise minimize the burden on Northwest of complying. He thoughtfully considered Northwest's motion to quash and its response to Boise's motion for enforcement. He has issued a protective order that will cover confidential documents produced or made available for inspection by Northwest. There has been no abuse of discretion here. Accordingly,

It is ordered, That the General Counsel shall seek court enforcement of specifications 8, 11-15, 18, and 19 of the subpoena duces