

121 0004

1. Respondent Marker Völkl is a corporation organized, existing, and doing business under and by virtue of the laws of Switzerland with its office and principal place of business located at Ruessenstrasse 6, 6341 Baar, Switzerland. Marker Völkl is a wholly-owned subsidiary of its parent, Jarden Corporation, which is a corporation organized, existing, and doing business under and by virtue of the laws of Delaware, with its office and principal place of business located at 555 Theodore Fremd Avenue, Rye, New York 10580.
2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of Respondent, and the proceeding is in the public interest.

ORDER

I.

IT IS ORDERED that, as used in this Order, the following definitions shall apply:

- A. “Respondent” means Marker Völkl (International) GmbH, its directors, officers, employees, agents, representatives, successors, and assigns, and includes its parent, all subsidiaries, divisions, groups, and affiliates controlled by them, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.
- B. “Commission” means the Federal Trade Commission.
- C. “Agreement” means any agreement, arrangement, contract, combination, or understanding, formal or informal, written or unwritten, direct or indirect, between two or more Persons.
- D. “Endorsement Agreement” means an Agreement between a Ski Company and a living natural person providing in part 0 Tw 21.61 0 Td ()Tj EMC80 Tw 21-c(i)-diapints, ludn

- B. Inviting, entering into or attempting to enter into, organizing or attempting to organize, implementing or attempting to implement, continuing or attempting to continue, soliciting, or otherwise facilitating any Agreement, either express or implied, with any Ski Company or Ski Companies (other than Respondent) to forbear from soliciting, cold calling, recruiting, hiring, contracting with, or otherwise competing for any U.S. Employee of a Ski Company.

PROVIDED, HOWEVER, that Respondent may enter into, attempt to enter into, or comply with a written agreement with any other Ski Company or Ski Companies to forbear from competing for any U.S. Employee of a Ski Company that (1) is reasonably related to a lawful joint venture agreement, or lawful merger, acquisition or sale agreement; and (2) is reasonably necessary to achieve such agreement's procompetitive benefits.

PROVIDED, FURTHER, that Respondent may enter into, attempt to enter into, or comply with written agreements with any other Ski Company or Ski Companies to forbear from competing for any employee of a Ski Company if such agreement: (1) is in settlement of a bona fide dispute relating to the enforcement of an employee's non-compete or non-solicitation agreement with the Respondent or the other Ski Company; or (2) is included in non-disclosure or confidentiality agreements that Respondent has entered into in connection with conducting due diligence relating to a proposed and bona fide merger, acquisition, or consolidation.

III.

IT IS FURTHER ORDERED that:

- A. Within sixty (60) days after the date the Order is issued, Respondent shall submit to the Commission a verified written report setting forth in detail the manner and form in which the Respondent has complied, is complying, and will comply with this Order.
- B. One (1) year after the date the Order is issued, annually for the next two (2) years on the anniversary of the date the Order is issued, and at other times as the Commission may require, Respondent shall file a verified written report with the Commission setting forth in detail the manner and form in which Respondent has complied and is complying with the Order.

IV.

IT IS FURTHER ORDERED that Respondent shall notify the Commission at least thirty (30) days prior to:

- A. Any proposed dissolution of the Respondent;
- B. Any proposed acquisition, merger or consolidation of the Respondent; or

C. Any other change in the Respondent