exclusive distributor for another manufacturer of, extended release generic verapamil in the United States. DATES: Comments must be received on or before March 6, 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:

Ann Malester, FTC/S-2224, Washington, DC 20580. (202) 326-2682. 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)).

In the Matter of: IVAX Corporation, a corporation.

#### [File No. 951-0001]

# **Agreement Containing Consent Order**

The Federal Trade Commission ("Commission"), having initiated an investigation of the proposed acquisition by IVAX Corporation ("IVAX") of all of the voting securities of Zenith Laboratories, Inc. ("Zenith"), and it now appearing that IVAX, hereinafter sometimes referred to as "proposed respondent," is willing to enter into an agreement containing an order to cease and desist from making certain acquisitions, and providing for other relief:

It is hereby agreed by and between IVAX, by its duly authorized officer and its attorney, and counsel for the Commission that:

1. Proposed respondent IVAX is a corporation organized, existing, and doing business under and by virtue of the laws of Florida, with its offices and principal place of business located at 8800 Northwest 36th Street, Miami, Florida 33178–2404.

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 requirements 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 proceedings 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.

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 Section 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 in disposition of the proceeding, and (2) make information public with respect thereto. When so entered, the order 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 United States Postal Service of the complaint and decision containing the agreed-to order to proposed respondent's address 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. Proposed respondent has read the proposed complaint and order contemplated hereby. Proposed respondent 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. 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

#### Ι

*It is ordered* That, as used in this order, the following definitions shall apply:

A. "Respondent" or "IVAX" means IVAX Corporation, its subsidiaries, divisions, and groups and affiliates controlled by IVAX Corporation, their directors, officers, employees, agents, and representatives, and their successors and assigns.

B. "Zenith" means Zenith Laboratories, Inc., its subsidiaries, divisions, and groups and affiliates controlled by Zenith, their directors, officers, employees, agents, and representatives, and their successors and assigns.

C. "Commission" means the Federal Trade Commission.

D. "Acquisition" means the acquisition of all voting securities of Zenith by IVAX.

E. "FDA" means the United States Food & Drug Administration.

F. "Isoptin SR" means the sustainedrelease form of Verapamil hydrochloride for which Knoll Pharmaceutical Company holds an approved New Drug Application.

<sup>1</sup>G. "Verapamil HC1" means any pharmaceutical drug receiving the therapeutic equivalence evaluation code "AB" by the FDA, which designates such product as being therapeutically equivalent to Isoptin SR.

H. "Searle Distribution Agreement" means the agreement, dated March 7, 1994, between G.D. Searle & Co. ("Searle") and Zenith, pursuant to which Zenith is appointed the exclusive distributor of Verapamil HC1 for Searle.

### Π

*It is further ordered* That respondent shall not acquire, or otherwise obtain, any rights to market or sell Verapamil HC1 pursuant to the Searle Distribution Agreement.

## III

*It is further ordered* That, for a period of ten (10) years from the date this order becomes final, respondent shall not,