The proposed order contains provisions designed to prevent accessiBe from engaging in these and similar acts and practices in the future. Provision I prohibits accessiBe from representing that its automated products, including accessWidget's artificial intelligence and other automated technology, can make any website WCAG compliant, or can ensure continued compliance with WCAG over time as web content changes, unless the company has competent and reliable evidence to support the representations. Provision II prohibits accessiBe from misrepresenting any fact material to consumers about any of the company's products or services, such as the value or total cost; any material restrictions, limitations, or conditions; or any material aspect of its performance, features, benefits, efficacy, nature, or central characteristics. Provision III prohibits accessiBe from misrepresenting that statements made in third-party reviews, articles, or blog posts about its automated products, including accessWidget's artificial intelligence and other automated technology, are independent opinions by impartial authors; that an endorser is an independent or ordinary user of the automated product; or that the endorser is an independent organization or is providing objective information.

Provision IV requires accessiBe to disclose clearly and conspicuously, and in close proximity to representations about its automated products, including accessWidget's artificial intelligence and other automated technology, any unexpected material connection that an endorser has to accessiBe, to the product or service, or to affiliated individuals or entities. Provision V requires accessiBe to disclose, in connection with representations that accessWidget or the company's other artificial intelligence or automated products correct accessibility barriers on a website, that such products or services will not correct barriers on third-party web domains or subdomains that may be part of the overall user experience, unless those domains also use the product. Such disclosure must be made clearly and conspicuously, and prior to the consumer incurring any financial obligation.

Provision VI requires accessiBe to pay the Commission $1,000,000 in monetary relief. Provision VII describes procedures and legal rights related to that payment. Provision VIII requires accessiBe to provide sufficient customer information to enable the Commission to efficiently administer consumer redress. Provisions IX through XIII are reporting and compliance provisions.

Provision IX mandates that accessiBe acknowledge receipt of the order, distribute the order to principals, officers, and certain employees and agents, and obtain signed acknowledgments from them. Provision X requires accessiBe to submit compliance reports to the Commission one year after the order's issuance and submit notifications when certain events occur. Under Provision XI, accessiBe must create certain records for 10 years and retain them for five years. Provision XII requires accessiBe to provide information or documents necessary for the Commission to monitor compliance with the order during the period of the order's effective dates. Finally, Provision XIII provides the order's effective dates, including that, with exceptions, the order will terminate in 20 years.

The purpose of this analysis is to facilitate public comment on the proposed order. It is not intended to constitute an official interpretation of the complaint or proposed order, or to modify the proposed order's terms in any way.

By direction of the Commission.

April J. Tabor,

Secretary.

Concurring Statement of Commissioner Andrew N. Ferguson, Joined by Commissioner Melissa Holyoak

Today we vote to approve an administrative complaint and proposed consent order with accessiBe, which advertised its accessWidget as ''the #1 fully automated ADA [Americans with Disabilities Act] and WCAG [Web Content Accessibility Guidelines] compliance solution,'' ''always ensuring compliance by rescanning and re-analyzing your website every 24 hours to remediate new content, widgets, pages, and anything else you may add.'' The complaint alleges that accessiBe's automated solution fell far short of its promise and failed to correct many website accessibility issues.[1] The complaint also accuses accessiBe of misrepresenting that various reviews and testimonials of accessWidget were independent and impartial when they were in fact bought and paid for by accessiBe.[2]

I write separately to clarify my vote in favor of the count accusing accessiBe of misrepresenting its product's performance. Each subscription to accessWidget covers only one domain, but websites sometimes depend on subdomains or third-party domains for critical functionality, like making a reservation or processing a payment.[3] The complaint alleges that ''[accessiBe] also fail[ed] to disclose, or disclose adequately, that accessWidget does not remediate website content hosted on third-party web domains or subdomains (unless the third party or subdomains also happen to use accessWidget).''[4] The consent order requires that accessiBe disclose this limitation in the future. My vote should not be taken as endorsing the position that the ADA, or the WCAG, require a website operator to ensure that some or all of the third-party domains or subdomains with which it integrates are accessible. I take no position on that question, which involves the interpretation of a complex law that Congress has tasked other agencies with interpreting and enforcing. I concur in the deception count because the remaining allegations involving misrepresentations of the product's ability to bring the user's own domain into compliance are sufficient to state a claim of deception against accessiBe. Subject to that clarification, I concur in the filing of this complaint and settlement.

[FR Doc. 2024–31765 Filed 1–3–25; 8:45 am]

BILLING CODE 6750–01–P

[1] Complaint ¶¶ 77–90.

[2] *Id.* ¶¶ 52–76, 91–96.

[3] See *id.* ¶ 85.

[4] *Id.* ¶ 86.

FEDERAL TRADE COMMISSION

[File No. 241 0082]

Planned Companies; Analysis of Agreement Containing Consent Order To Aid Public Comment

AGENCY: Federal Trade Commission.

ACTION: Proposed consent agreement; request for comment.

SUMMARY: The consent agreement in this matter settles alleged violations of Federal law prohibiting unfair methods of competition. The attached Analysis of Proposed Consent Order to Aid Public Comment describes both the allegations in the complaint and the terms of the consent order—embodied in the consent agreement—that would settle these allegations.

DATES: Comments must be received on or before February 5, 2025.

ADDRESSES: Interested parties may file comments online or on paper by following the instructions in the Request for Comment part of the **SUPPLEMENTARY INFORMATION** section below. Please write: ''Planned Companies; File No. 241 0029'' on your comment and file your comment online

at *https://www.regulations.gov* by following the instructions on the web-based form. If you prefer to file your comment on paper, please mail your comment to the following address: Federal Trade Commission, Office of the Secretary, 600 Pennsylvania Avenue NW, Mail Stop H–144 (Annex N), Washington, DC 20580.

FOR FURTHER INFORMATION CONTACT: Erik Herron (202–326–3535), Bureau of Competition, Federal Trade Commission, 400 7th Street SW, Washington, DC 20024.

SUPPLEMENTARY INFORMATION: Pursuant to section 6(f) of the Federal Trade Commission Act, 15 U.S.C. 46(f), and FTC Rule § 2.34, 16 CFR 2.34, notice is hereby given that the above-captioned 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 30 days. The following Analysis of Agreement Containing Consent Order to Aid Public Comment describes the terms of the consent agreement and the allegations in the complaint. An electronic copy of the full text of the consent agreement package can be obtained from the FTC website at this web address: *https://www.ftc.gov/news-events/commission-actions.*

The public is invited to submit comments on this document. For the Commission to consider your comment, we must receive it on or before February 5, 2025. Write ''Planned Companies; File No. 241 0029'' on your comment. Your comment—including your name and your State—will be placed on the public record of this proceeding, including, to the extent practicable, on the *https://www.regulations.gov* website.

Because of the agency's heightened security screening, postal mail addressed to the Commission will be delayed. We strongly encourage you to submit your comments online through the *https://www.regulations.gov* website. If you prefer to file your comment on paper, write ''Planned Companies; File No. 241 0029'' on your comment and on the envelope, and mail your comment by overnight service to: Federal Trade Commission, Office of the Secretary, 600 Pennsylvania Avenue NW, Mail Stop H–144 (Annex N), Washington, DC 20580.

Because your comment will be placed on the publicly accessible website at *https://www.regulations.gov,* you are solely responsible for making sure your comment does not include any sensitive or confidential information. In particular, your comment should not include sensitive personal information, such as your or anyone else's Social Security number; date of birth; driver's license number or other State identification number, or foreign country equivalent; passport number; financial account number; or credit or debit card number. You are also solely responsible for making sure your comment does not include sensitive health information, such as medical records or other individually identifiable health information. In addition, your comment should not include any ''trade secret or any commercial or financial information which . . . is privileged or confidential''—as provided by section 6(f) of the FTC Act, 15 U.S.C. 46(f), and FTC Rule § 4.10(a)(2), 16 CFR 4.10(a)(2)—including competitively sensitive information such as costs, sales statistics, inventories, formulas, patterns, devices, manufacturing processes, or customer names.

Comments containing material for which confidential treatment is requested must be filed in paper form, must be clearly labeled ''Confidential,'' and must comply with FTC Rule § 4.9(c). In particular, the written request for confidential treatment that accompanies the comment must include the factual and legal basis for the request and must identify the specific portions of the comment to be withheld from the public record. *See* FTC Rule § 4.9(c). Your comment will be kept confidential only if the General Counsel grants your request in accordance with the law and the public interest. Once your comment has been posted on *https://www.regulations.gov*—as legally required by FTC Rule § 4.9(b)—we cannot redact or remove your comment from that website, unless you submit a confidentiality request that meets the requirements for such treatment under FTC Rule § 4.9(c), and the General Counsel grants that request.

Visit the FTC website at *https://www.ftc.gov* to read this document and the news release describing this matter. The FTC Act and other laws the Commission administers permit the collection of public comments to consider and use in this proceeding, as appropriate. The Commission will consider all timely and responsive public comments it receives on or before February 5, 2025. For information on the Commission's privacy policy, including routine uses permitted by the Privacy Act, see *https://www.ftc.gov/site-information/privacy-policy.*

Analysis of Agreement Containing Consent Order To Aid Public Comment

I. Introduction

The Federal Trade Commission (''Commission'') has accepted for public comment, subject to final approval, an Agreement Containing Consent Order (''Consent Agreement'') with Planned Building Services, Inc., Planned Lifestyle Services Inc., Planned Security Services, Inc., and Planned Technologies Services, Inc. (collectively and separately, ''Planned'' or ''Respondents''). The proposed Decision and Order (''Order''), included in the Consent Agreement and subject to final Commission approval, is designed to remedy the anticompetitive effects that have resulted from Respondents' use of restrictive covenants in some of their contracts with building owners and managers that limit the ability of those building owners and managers to solicit or hire Respondents' employees (''No-Hire Agreements''). The term No-Hire Agreement refers to a term in an agreement between two or more companies that restricts, imposes conditions on, or otherwise limits a company's ability to solicit, recruit, or hire another company's employees, during employment or afterwards, directly or indirectly, including by imposing a fee or damages in connection with such conduct, or that otherwise inhibits competition between companies for each other's employees' services.

The Consent Agreement settles charges that Respondents have engaged in unfair methods of competition in violation of section 5 of the FTC Act, as amended, 15 U.S.C. 45, by entering into No-Hire Agreements with customers. Respondents' No-Hire Agreements constitute unreasonable restraints of trade that are unlawful under section 1 of the Sherman Act, 15 U.S.C. 1, and are thus unfair methods of competition in violation of section 5 of the FTC Act. Independent of the Sherman Act, Respondents' use of the No-Hire Agreements constitutes an unfair method of competition with a tendency or likelihood to harm competition, consumers, and employees in the building services industry, in violation of section 5.

The proposed Order has been placed on the public record for 30 days in order to receive comments from interested persons. Comments received during this period will become part of the public record. After 30 days, the Commission will again review the Consent Agreement and the comments received and will decide whether it should withdraw from the Consent Agreement

and take appropriate action or make the proposed Order final.

II. The Respondents

Respondents, Planned Building Services, Inc. (''PBS''), Planned Lifestyle Services Inc. (''PLS''), Planned Security Services, Inc. (''PSS''), and Planned Technologies Services, Inc. (''PTS''), are divisions of Planned Companies Holdings, Inc. Planned Companies Holdings, Inc., is a non-wholly owned, loosely controlled subsidiary of FirstService Corporation, a publicly traded Canadian company and one of the largest property management companies in North America. PBS provides cleaning and maintenance services at residential and commercial buildings; PLS provides doorperson and concierge services at residential buildings; PSS provides security guard services at residential and commercial buildings; and PTS provides technology related services. Respondents are headquartered in New Jersey and employ more than 3,000 building services workers, primarily in the Northeast and Mid-Atlantic, but also in the metro regions of Boston, the District of Columbia, Atlanta, San Francisco, and Florida. The complaint focuses on Respondents' conduct in New York and New Jersey.

III. The Complaint

The complaint alleges that Respondents sell building services to building owners and property management companies, primarily consisting of the labor of janitors, security guards, maintenance workers, and concierge desk workers who are directly employed by Respondents. These employees perform their work at residential and commercial buildings in various States, but predominantly in New York City and Northern New Jersey.

The complaint also alleges that Respondents and their building owner and property manager customers are direct competitors in labor markets for building services workers. These include the markets for workers to perform concierge, security, janitorial, maintenance, and related services.

As alleged in the complaint, Respondents use standard-form agreements with their customers that include No-Hire Agreements. The No-Hire Agreements restrict the ability of Respondents' customers to (1) directly hire workers employed by Respondents, and (2) indirectly hire workers employed by Respondents through a competing building services contractor after the competitor wins the customers' business away from Respondents. These restrictions apply during the term of Respondents' contracts and for six months thereafter. Earlier versions of the No-Hire Agreements applied not just to Respondents' employees staffed to provide services for a particular customer, but to all of Respondents' building services employees.

The complaint alleges that Respondents' No-Hire Agreements are facially anticompetitive because they are horizontal agreements among competitors not to compete. Respondents and their customer building owners and property managers are competitors for the labor of building services workers like Respondents' employees. The No-Hire Agreements are horizontal agreements that prohibit buildings and property management companies from hiring building services workers, thereby undermining competition for labor, reducing worker bargaining power, and suppressing wages. For these reasons, the complaint alleges that the No-Hire Agreements constitute unreasonable restraints of trade that are unlawful under section 1 of the Sherman Act, 15 U.S.C. 1, and are thus unfair methods of competition in violation of section 5 of the FTC Act, as amended, 15 U.S.C. 45.

Independent of the Sherman Act, the complaint alleges that Respondents' conduct constitutes an unfair method of competition with a tendency or likelihood to harm competition, consumers, and employees in the building services industry, in violation of section 5 of the FTC Act. According to the complaint, the No-Hire Agreements limit the ability of building owners and managers to hire Respondents' employees. This harms Respondents' employees because it limits their ability to negotiate for higher wages, better benefits, and improved working conditions. Employees may suffer further hardship if the building they work at brings services in-house because the No-Hire Agreements force them to leave their jobs in some circumstances. The complaint further alleges that the No-Hire Agreements harm building owners and managers because they may be foreclosed from bringing services in-house due to the prospect of losing long-serving workers with extensive, building-specific experience.

IV. Proposed Order

The proposed Order seeks to remedy Respondents' unfair methods of competition. Section II of the proposed Order prohibits Respondents from entering into, maintaining, or enforcing a No-Hire Agreement, or communicating to a customer or any other person that any Planned employee is subject to a No-Hire Agreement.

Paragraph III.A of the proposed Order requires Respondents to provide written notice to customers that are subject to No-Hire Agreements that (i) the restriction is null and void, and (ii) any customer or a subsequent building services contractor for a customer is no longer subject to the restrictions or penalties related to the No-Hire Agreements in Respondents' contracts.

Paragraph III.B of the proposed Order requires Respondents to provide written notice to employees who are subject to a No-Hire Agreement. Paragraph III.C requires that Respondents post clear and conspicuous notice that employees are not subject to No-Hire Agreements and may seek or accept a job with the building directly, or any company that wins the building's business.

Paragraphs IV.A and IV.B of the proposed Order provide a timeline according to which the obligations enumerated in Section III must be met. Paragraphs IV.C–E set forth Respondents' ongoing compliance obligations.

Other paragraphs contain standard provisions regarding compliance reports, requirements for Respondents to provide notice to the FTC of material changes to their business, and access for the FTC to documents and personnel. The term of the proposed Order is ten years.

The purpose of this analysis is to facilitate public comment on the Consent Agreement and proposed Order to aid the Commission in determining whether it should make the proposed Order final. This analysis is not an official interpretation of the proposed Order and does not modify its terms in any way.

By direction of the Commission.

April J. Tabor,

Secretary.

[FR Doc. 2024–31763 Filed 1–3–25; 8:45 am]

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GENERAL SERVICES ADMINISTRATION

[Notice–Q–2024–07; Docket No. 2024–0002; Sequence No. 58]

Federal Secure Cloud Advisory Committee Request for Applications

AGENCY: Federal Acquisition Service (Q), General Services Administration (GSA).

ACTION: Notice.

SUMMARY: GSA is seeking applications to fill three (3) membership seats on the