

Complaint

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IN THE MATTER OF

JUICE MASTER MANUFACTURING CO., INC., ET AL.

CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF THE
FEDERAL TRADE COMMISSION ACT*Docket C-1572. Complaint, Aug. 6, 1969—Decision, Aug. 6, 1969*

Consent order requiring an East Peoria, Ill., distributor of fruit and vegetable juice extractors to cease using deceptive guarantees in the sale of its products.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, and by virtue of the authority vested in it by said Act, the Federal Trade Commission, having reason to believe that Juice Master Manufacturing Co., Inc., a corporation, and Lola Slagell, individually and as an officer of said corporation, and Lloyd D. Slagell, individually, hereinafter referred to as respondents, have violated the provisions of the said Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues its complaint stating its charges in that respect as follows:

PARAGRAPH 1. Respondent Juice Master Manufacturing Co., Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware with its principal office and place of business located at 604 West Muller Road in the city of East Peoria, State of Illinois.

Respondent Lola Slagell is an individual and an officer of the corporate respondent. She formulates, directs and controls the acts and practices of the corporate respondent, including the acts and practices hereinafter set forth. Her address is the same as that of the corporate respondent.

Respondent Lloyd D. Slagell is an individual and an officer of a corporation that owns or controls the assets of the said corporate respondent. He participates with the said corporate officer in formulating, directing and controlling the acts and practices hereinafter set forth. His address is the same as that of the corporate respondent.

PAR. 2. Respondents are now, and for some time last past have been, engaged in the advertising, offering for sale, sale and distri-

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bution of fruit and vegetable juice extractors directly to the public and to distributors and retailers for resale to the public.

PAR. 3. In the course and conduct of their business as aforesaid, respondents now cause, and for some time last past have caused, their said products, when sold, to be shipped from their place of business in the State of Illinois to purchasers thereof located in various other States of the United States and maintain, and at all times mentioned herein have maintained, a substantial course of trade in said products in commerce, as "commerce" is defined in the Federal Trade Commission Act.

PAR. 4. In the course and conduct of their aforesaid business, and for the purpose of inducing the purchase of their products, the respondents have made, and are now making, numerous statements in advertisements inserted in magazines and in promotional material with respect to their product guarantees or warranties.

Typical and illustrative of said statements and representations, but not all inclusive thereof, are the following:

ATLAS JUICE MASTER

* * *

fully guaranteed * * *

* * * * *
 Unconditional lifetime guarantee against failure resulting from defective parts or workmanship (excepting the cutting blade which has a one year warranty). This guarantee applies to the original purchaser only.

PAR. 5. By and through the use of the above-quoted statements and representations, and others of similar import and meaning but not expressly set out herein, the respondents have represented, and are now representing, directly or by implication, that their products are guaranteed or warranted without condition or limitation.

PAR. 6. In truth and in fact, respondents' guarantees or warranties of their products are subject to conditions and limitations which are not revealed in their advertised guarantees or warranties.

Therefore, the statements and representations as set forth in Paragraphs Four and Five hereof were and are false, misleading and deceptive.

PAR. 7. In the course and conduct of their aforesaid business, and at all times mentioned herein, respondents have been, and now are, in substantial competition, in commerce, with corpora-

tions, firms and individuals in the sale of fruit and vegetable juice extractors of the same general kind and nature as those sold by respondents.

PAR. 8. By and through the use of the aforesaid acts and practices, respondents place in the hands of distributors, retailers and others the means and instrumentalities by and through which they may mislead and deceive the public in the manner and as to the things hereinabove alleged.

PAR. 9. The use by respondents of the aforesaid false, misleading and deceptive statements, representations and practices has had, and now has, the capacity and tendency to mislead members of the purchasing public into the erroneous and mistaken belief that said statements and representations were and are true and into the purchase of substantial quantities of respondents' products by reason of said erroneous and mistaken belief.

PAR. 10. The aforesaid acts and practices of respondents, as herein alleged, were and are all to the prejudice and injury of the public and of respondents' competitors and constituted, and now constitute, unfair methods of competition in commerce, and unfair and deceptive acts and practices in commerce in violation of Section 5 of the Federal Trade Commission Act.

DECISION AND ORDER

The Commission having heretofore determined to issue its complaint charging the respondents named in the caption hereof with violation of the Federal Trade Commission Act, and the respondents having been served with notice of said determination and with a copy of the complaint the Commission intended to issue, together with a proposed form of order; and

The respondents and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by the respondents of all the jurisdictional facts set forth in the complaint to issue herein, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondents that the law has been violated as alleged in such complaint, and waivers and other provisions as required by the Commission's Rules; and

The Commission having considered the agreement and having accepted same, and the agreement containing consent order having thereupon been placed on the public record for a period of thirty (30) days, now in further conformity with the procedure

prescribed in § 2.34(b) of its Rules, the Commission hereby issues its complaint in the form contemplated by said agreement, makes the following jurisdictional findings, and enters the following order:

1. Respondent Juice Master Manufacturing Co., Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at 604 West Muller Road, in the city of East Peoria, State of Illinois.

Respondent Lola Slagell is an individual and officer of said corporation and her address is the same as that of said corporation.

Respondent Lloyd D. Slagell is an individual and an officer of a corporation that owns or controls the assets of the corporate respondent and his address is the same as that of said corporation.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondents, and the proceeding is in the public interest.

ORDER

It is ordered, That respondents, Juice Master Manufacturing Co., Inc., a corporation, and its officers, and Lola Slagell, individually and as an officer of said corporation, and Lloyd D. Slagell, individually, and respondents' agents, representatives and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of fruit and vegetable juice extractors or other products, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing, directly or by implication, that their products are guaranteed unless all of the essential terms and conditions of the guarantee, including its nature and extent, the name and address of the guarantor, and the manner in which the guarantor will perform thereunder, are clearly and conspicuously disclosed in immediate conjunction therewith.

2. Furnishing or otherwise placing in the hands of others any means or instrumentality by or through which they may mislead or deceive the public in the manner or as to the things prohibited by this order.

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It is further ordered, That the respondent corporation shall forthwith distribute a copy of this order to each of its operating divisions.

It is further ordered, That the respondents herein shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

IN THE MATTER OF

AARON'S, INC., ET AL.

CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF THE
FEDERAL TRADE COMMISSION ACT

Docket C-1573. Complaint, Aug. 6, 1969—Decision, Aug. 6, 1969

Consent order requiring a Falls Church, Va., retailer of television and radio sets to cease using bait advertising, making deceptive offers of free merchandise, inducing purchasers to sign partially completed contracts, and failing to disclose that sales contracts may be negotiated to third parties.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, and by virtue of the authority vested in it by said Act, the Federal Trade Commission, having reason to believe that Aaron's, Inc., a corporation and Harry Baron and Irene Baron, individually and as officers of said corporation, hereinafter referred to as respondents, have violated the provisions of said Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues its complaint stating its charges in that respect as follows:

PARAGRAPH 1. Aaron's, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the Commonwealth of Virginia, with its principal office and place of business located at 440 South Washington Street in the city of Falls Church, Commonwealth of Virginia.

Respondents Harry Baron and Irene Baron are individuals and are officers of the corporate respondent. They formulate, direct and control the acts and practices of the corporate respondent, in-

cluding the acts and practices hereinafter set forth. Their address is the same as that of the corporate respondent.

PAR. 2. Respondents are now, and for some time last past have been, engaged in the advertising, offering for sale, sale and distribution of televisions, stereos, radio, television and phonograph combination sets and other articles of merchandise to the public.

PAR. 3. In the course and conduct of their business as aforesaid, respondents now cause, and for some time last past have caused, their said products, when sold, to be shipped from their place of business in the Commonwealth of Virginia to the purchasers thereof located in various other States of the United States and in the District of Columbia, and maintain, and at all times mentioned herein have maintained, a substantial course of trade in said products in commerce, as "commerce" is defined in the Federal Trade Commission Act.

PAR. 4. In the course and conduct of their aforesaid business, and for the purpose of inducing the purchase of certain televisions and television, radio and phonograph combinations, the respondents have made, and are now making, numerous statements and representations in advertisements inserted in newspapers, of which the following are typical and illustrative, but not all inclusive thereof:

FREE HOME DEMONSTRATION

CALL 538-2920 Now

Home Demo. Hours: Daily and Sunday 9 a.m. to 10:00 p.m.

Store Hours: Daily 9:30-6:00—Fri. 9:30-9:00

282 sq. in. T.V. RADIO PHONO COMB.

Complete With VHF-UHF Famous Brand

[Picture of television set] \$159 with old set

FREE WITH YOUR
PURCHASE \$50 WORTH
LP STEREO RECORDS

NO MONEY DOWN
with Old Set in Trade
NO PAYMENTS FOR 46 DAYS
QUALIFIED PURCHASERS

FANTASTIC VALUE

267 SQ. IN. ADMIRAL COLOR

[Picture of television set]

Consolette Base Optional

Admiral presents brilliant color highlights
with sharper, crisply defined images, in
vivid COLOR as well as in Black and
White TV. You see the full picture—
Exactly what the TV camera sees.

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\$259

With Trade

NO MONEY DOWN With Old Set in
Trade. No Payment for 46 Days.CALL NOW
533-2920

AARON'S

440 WASHINGTON ST.

14 years serving Washington area—

FREE

set walkie-talkies or
16-transistor radio
with purchase of any
console TV

FREE

Your Choice
electric percolator or
electric portable mixer
with purchase of any
console TV.

PAR. 5. By and through the use of the above quoted statements and representations, and others of similar import and meaning but not expressly set out herein, separately and in connection with the oral statements and representations of their salesmen and representatives, the respondents have represented, and are now representing, directly or by implication that:

1. The offers set forth in said advertisements are bona fide offers to sell the advertised products at the prices and on the terms and conditions stated.

2. The respondents have sufficient quantities of the advertised products available for purchase.

3. Purchasers of the advertised television, radio, phonograph combination will receive free with their purchase, \$50 worth of LP stereo records.

4. Purchasers of the advertised console television sets will receive with their purchase, a free set of walkie-talkies, a free 16-transistor radio, or their choice of a free electric percolator or portable mixer.

PAR. 6. In truth and in fact:

1. The offers set forth in said advertisements were not bona fide offers to sell the advertised products at the prices and on the terms and conditions stated. Respondents' salesmen, who called at home upon persons responding to said advertisements, did not display the advertised products. Instead, respondents' salesmen disparaged the advertised products and attempted to sell a higher

priced product. By these and other tactics, purchase of an advertised product was discouraged and respondents frequently sold a higher priced product.

2. In a number of instances, the respondents did not have sufficient quantities of the advertised products available for purchase.

3. Purchasers of the advertised television, radio, phonograph combination did not receive \$50 worth of the stereo records free.

4. Purchasers of the advertised console television sets did not receive with their purchase a free set of walkie-talkies, a free 16-transistor radio, or their choice of a free electric percolator or portable mixer.

Therefore, the statements and representations as set forth in Paragraphs Four and Five hereof were and are false, misleading and deceptive.

PAR. 7. In the course and conduct of their aforesaid business, respondents have engaged in the following unfair and deceptive acts and practices:

1. In a number of instances, respondents have induced purchasers of their merchandise to sign blank conditional sales contracts and other instruments which respondents later complete as to prices, terms and product information.

2. In a number of instances, respondents have failed to disclose to the purchaser the material fact that the conditional sale contract and promissory note executed by such purchasers may, at the option of respondents, be negotiated or assigned to a finance company to which the purchaser will be indebted.

3. In a number of instances, respondents have failed to supply purchasers with a copy of the executed conditional sales contract and promissory note at the time of the consummation of the sale.

4. In a number of instances, respondents have failed to disclose all applicable interest, finance, credit, service, or carrying charges to the purchaser.

PAR. 8. In the conduct of their business, at all times mentioned herein, respondents have been in substantial competition, in commerce, with corporations, firms and individuals in the sale of television sets, stereos, and radio, television, phonograph combinations and other articles of merchandise of the same general kind and nature as those sold by respondents.

PAR. 9. The use by respondents of the aforesaid false, misleading, and deceptive statements, representations and practices has

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had, and now has, the capacity and tendency to mislead members of the purchasing public into the erroneous and mistaken belief that said statements and representations were and are true and into the purchase of substantial quantities of respondents' merchandise by reason of said erroneous and mistaken belief.

PAR. 10. The aforesaid acts and practices of respondents, as herein alleged, were and are all to the prejudice and injury of the public and of respondents' competitors and constituted and now constitute, unfair methods of competition in commerce and unfair and deceptive acts and practices in commerce, in violation of Section 5 of the Federal Trade Commission Act.

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondents named in the caption hereof, and the respondents having been furnished thereafter with a copy of a draft of complaint which the Bureau of Deceptive Practices proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondents with violation of the Federal Trade Commission Act; and

The respondents and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by the respondents of all the jurisdictional facts set forth in the aforesaid draft of complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondents that the law has been violated as alleged in such complaint, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that the respondents have violated the said Act, and that complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such agreement on the public record for a period of thirty (30) days, now in further conformity with the procedure prescribed in § 2.34(b) of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings, and enters the following order:

1. Respondent Aaron's, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the Commonwealth of Virginia, with its principal place of business

located at 440 South Washington Street, in the city of Falls Church, Commonwealth of Virginia.

Respondents Harry Baron and Irene Baron are officers of said corporation and their address is the same as that of said corporation.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondents, and the proceeding is in the public interest.

ORDER

It is ordered, That respondents Aaron's, Inc., a corporation, and its officers, and Harry Baron and Irene Baron, individually and as officers of said corporation, and respondents' agents, representatives and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale or distribution of television sets, television, radio and phonograph combinations, or other products, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Using in any manner, a sales plan, scheme or device wherein false, misleading or deceptive statements or representations are made in order to obtain leads or prospects for the sale of merchandise.

2. Discouraging the purchase of, or disparaging, any of the respondents' merchandise which is advertised or offered for sale.

3. Representing, directly or by implication, that specified products are offered for sale, unless such offer is bona fide and unless sufficient quantities are available in stock to satisfy reasonably anticipated demand: *Provided, however*, That items available only in limited supply may be advertised if such advertising clearly and conspicuously discloses the number of units in stock and the duration of the offer.

4. Representing, directly or by implication, that free merchandise will be given to purchasers of products, unless such free merchandise is tendered or delivered to the purchasers in every instance.

5. Inducing or causing purchasers or prospective purchasers of respondents' merchandise to sign blank or partially completed conditional sale contracts, or any other contractual instruments not fully filled out and completed.

6. Failing to disclose in writing, prior to the execution of any evidence of indebtedness by the purchaser, and with such conspicuousness and clarity as is likely to be observed and read by the purchaser, that such evidence of indebtedness may be, at respondents' option and without notice to the purchaser discounted, negotiated or assigned to a third party to whom the purchaser will be thereafter indebted and against whom the purchaser's claims or defenses may or may not be available.

7. Failing or refusing to supply purchasers of respondents' merchandise with a copy of the executed conditional sales contract, promissory note or other agreement at the time of execution by the purchaser.

8. Failing or refusing to disclose the exact amount of the total purchase price of merchandise including all interest, taxes, finance, credit, service or carrying charges, at the time the contract is executed by the purchasers.

9. Failing to deliver a copy of this order to cease and desist to all present and future salesmen or other persons engaged in the sale of respondents' products or services, and failing to secure from each such salesman or other person a signed statement acknowledging receipt of said order.

It is further ordered, That the respondent corporation shall forthwith distribute a copy of this order to each of its operating divisions.

It is further ordered, That the respondents herein shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

IN THE MATTER OF

MATTRESSES, INC., ET AL.

CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF THE
FEDERAL TRADE COMMISSION ACT

Docket C-1574. Complaint, Aug. 6, 1969—Decision, Aug. 6, 1969

Consent order requiring a Baltimore, Md., retailer of mattresses and box springs to cease using fictitious pricing, bait offers, and false health claims, misrepresenting that its products are patented, and failing to disclose all financial details of its sales contracts.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, and by virtue of the authority vested in it by said Act, the Federal Trade Commission, having reason to believe that Mattresses, Inc., a corporation, and Paul Feldman, individually and as an officer of said corporation, hereinafter referred to as respondents, have violated the provisions of said Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues its complaint stating its charges in that respect as follows:

PARAGRAPH 1. Respondent Mattresses, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of Maryland with its office and principal place of business formerly located at 4030 W. Garrison Avenue in the city of Baltimore, Maryland, and with present address of 6813 Huntington Drive, Baltimore, Maryland.

Respondent Paul Feldman is an individual and an officer of said corporate respondent. He formulates, directs and controls the acts and practices of the corporate respondent, including the acts and practices hereinafter set forth. His business address is the same as that of the corporate respondent. His residence address is 8606 Bramble Lane in Randallstown, Maryland.

PAR. 2. Respondents are now, and for some time last past have been, engaged in the advertising, offering for sale, sale and distribution of mattresses and box springs to the public.

PAR. 3. In the course and conduct of their business, the respondents for some time last past have caused their said products, when sold, to be shipped from their place of business in the State of Maryland to purchasers thereof located in the District of Columbia and the State of Virginia, and all times mentioned herein have maintained, a substantial course of trade in said products in commerce, as "commerce" is defined in the Federal Trade Commission Act.

PAR. 4. In the course and conduct of their business as aforesaid and for the purpose of inducing the purchase of said mattresses and box springs, respondents have represented, directly or by implication, the following:

1. That they are working in conjunction with a Physical Fitness and Health Program.
2. That their "health representatives" will call on prospective customers and demonstrate respondents' "new health mattress."

3. That they are making a bona fide offer to sell mattresses at a reduced or special sale price of \$22.50 for a limited time only and that purchasers of such mattresses realize a savings from respondents' regular selling price.

4. Through the use of the words or terms "orthopedic," "health," "orthopedic type," "health mattress," and other words or terms of similar import not set forth herein, that certain of respondents' mattresses and box springs have been specially designed and constructed so as to prevent, correct or afford substantial relief to a body deformity or deformities, and accord with recommendations of orthopedic authorities respecting design and construction of such products for the prevention, correction or relief of such deformity or deformities.

5. Through the use of the words or terms "custom," "custom made," "custom built," and other words or terms of similar import that respondents' mattresses and box springs have been specially designed and constructed in accordance with specifications furnished by individual purchasers or users prior to manufacture of said mattresses and box springs.

6. That with respect to the prices of the "Golden Lyne" mattresses and box springs, these products are being offered for sale or sold at a special, reduced, or discount price and that savings are thereby afforded purchasers from respondents' regular selling prices.

7. Through the use of an advertisement appearing in the Maryland State Medical Journal, the official publication of the Medical and Chirurgical Faculty of the State of Maryland, that the design and construction of respondents' "Golden Lyne" bedding have been approved by said Faculty and by reason thereof have preventive or therapeutic properties.

8. By and through the use of the words "Protected By United States Patent No. 2,227,685," that their bedding products are protected by a patent issued to them by the United States Patent Office, or the respondents are authorized to use such patent number which was issued to another party.

PAR. 5. In truth and in fact:

1. Respondents are not working in conjunction with any physical fitness and health programs and are only in the business of advertising, selling, and distributing bedding products.

2. Respondents do not employ any "health representatives" but employ salesmen, who are not qualified to be referred to as

"health representatives," who call on customers and demonstrate a mattress which has no therapeutic or preventive properties and should not be referred to as a "health mattress."

3. Respondents' offers are not bona fide offers to sell the said "health mattress" at the aforesaid price, but are made for the purpose of obtaining leads to persons interested in the purchase of mattresses and box springs. After obtaining such leads, respondents' salesmen or representatives call upon such persons at their homes and disparage the aforementioned mattress and otherwise discourage the purchase thereof and attempt to sell, and frequently do sell, different and more expensive mattresses and box springs. The offer set forth above, is not for a limited time only, and said mattresses are offered regularly at the represented price.

4. Respondents' mattresses and box springs have not been specially designed and constructed so as to prevent, correct or afford substantial relief to body deformity or deformities nor do said mattresses accord with recommendations or orthopedic authorities respecting design and construction for prevention, correction or relief of such deformities.

5. Certain of the mattresses represented by respondents as being custom made are not specially designed in accordance with specifications furnished prior to manufacture by individual purchasers or users of their mattresses or box springs.

6. Respondents' "Golden Lyne" bedding products are not being offered for sale at special or reduced prices and no savings are realized by respondents' customers.

7. No Medical and Chirurgical Faculty or any chiropractic association or society has approved the design or construction of any of respondents' bedding products, nor has such design or construction been approved by any practitioner of medicine, orthopedics or chiropractic.

8. None of the respondents' bedding products, nor any material part thereof, are protected by a United States patent issued to the respondents, nor are the respondents authorized or licensed by the owners of United States Patent No. 2,227,685 to use such patent number, which has since expired.

Therefore, the representations as set forth in Paragraph Four hereof were and are false, misleading and deceptive.

PAR. 6. In the course and conduct of their business as aforesaid and for the purpose of inducing the purchase of said mattresses and box springs, respondents (A) have had customers execute

conditional sales contracts and other negotiable instruments in blank and (B) have failed to disclose orally and in writing at the time of sale, all of the terms and conditions of the negotiable instrument to be signed, including but not limited to, the finance charge, rate of interest, and insurance charge.

PAR. 7. In the conduct of their business at all times mentioned herein, respondents have been in substantial competition, in commerce, with corporations, firms and individuals in the sale of mattresses, box springs and other bedding products of the same general kind and nature as those sold by the respondents.

PAR. 8. The use by respondents of the aforesaid false, misleading and deceptive statements, representations and practices has had, and now has, the capacity and tendency to mislead members of the purchasing public into the erroneous and mistaken belief that said statements and representations were and are true and into the purchase of substantial quantities of respondents' products by reason of said erroneous and mistaken belief.

PAR. 9. The aforesaid acts and practices of respondents, as herein alleged, were and are all to the prejudice and injury of the public and of respondents' competitors, and constituted, and now constitute, unfair methods of competition in commerce and unfair and deceptive acts and practices in commerce, in violation of Section 5 of the Federal Trade Commission Act.

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondents named in the caption hereof, and the respondents having been furnished thereafter with a copy of a draft of complaint which the Bureau of Deceptive Practices proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondents with violation of the Federal Trade Commission Act; and

The respondents and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by the respondents of all the jurisdictional facts set forth in the aforesaid draft of complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondents that the law has been violated as alleged in such complaint, and waivers and other provisions as required by the Commission's Rules; and

