

Complaint

121 F.T.C.

IN THE MATTER OF

RXCARE OF TENNESSEE, INC., ET AL.

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF
SEC. 5 OF THE FEDERAL TRADE COMMISSION ACT*Docket C-3664. Complaint, June 10, 1996--Decision, June 10, 1996*

This consent order prohibits, among other things, a Tennessee-based pharmacy service administrative organization and an unincorporated trade association from: entering into, maintaining or enforcing a "most favored nations" clause in any participation agreement with any pharmacy firm; auditing any pharmacy firm for the purpose of enforcing a "most favored nations" clause; or inducing, suggesting, urging, encouraging, or assisting any person or entity to take any action in violation of this order.

Appearances

For the Commission: *Randall D. Marks* and *Michael McNeely*.

For the respondents: *W. Ovid* and *Blakeley D. Matthews*,
Cornelius & Collins, Nashville, TN.

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 respondents RxCare of Tennessee, Inc., and the Tennessee Pharmacists Association have violated and are violating 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 as follows:

PARAGRAPH 1. Respondent RxCare of Tennessee, Inc. (RxCare), is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Tennessee with its office and principal place of business located at 1226 17th Avenue South, Nashville, Tennessee. RxCare is a pharmacy service administrative organization ("PSAO"), a group of pharmacies that offer themselves as a pharmacy network to pharmacy benefits managers ("PBMs") and third-party payers, such as managed care

organizations ("MCOs"), insurers, and employers who pay for prescription drugs provided as part of health benefit plans. A pharmacy network is the group of pharmacies that provides a given PBM or third-party payer with prescription drug services by filling the prescriptions of those served by the PBM or third-party payer. RxCare's pharmacy network includes at least 95 percent of all chain and independent pharmacies in Tennessee. In conjunction with Pro-Mark Holdings, Ltd. ("Pro-Mark"), a Rhode Island corporation, RxCare also offers pharmacy benefit management services, such as designing prescription drug benefit plans, providing drug utilization review services and data, and managing drug formularies.

PAR. 2. Respondent Tennessee Pharmacists Association ("TPA") is an unincorporated trade association organized, existing, and doing business under and by virtue of the laws of the State of Tennessee with its office and principal place of business located at 226 Capitol Blvd., Suite 810, Nashville, Tennessee. TPA is the largest professional association of pharmacists in the state of Tennessee and has approximately 2500 members. TPA created RxCare and is its sole shareholder. Among TPA's goals is to "define and promote appropriate compensation to pharmacists for patient care."

PAR. 3. RxCare and TPA are corporations subject to the jurisdiction of the Commission under Section 4 of the Federal Trade Commission Act, 15 U.S.C. 44.

PAR. 4. The acts and practices of RxCare and TPA, including the acts and practices alleged herein, are in or affect commerce, as "commerce" is defined in the Federal Trade Commission Act.

PAR. 5. Third-party payers pay for about half of all prescriptions in Tennessee. RxCare provides the pharmacy network in Tennessee for major health care providers, including at least 90 percent of the state of Tennessee's TennCare program for Medicaid recipients and other uninsured citizens and all of the TennCare and non-TennCare business of BlueCross BlueShield of Tennessee, the state's largest managed care organization.

PAR. 6. RxCare is the leading pharmacy network in Tennessee, providing PBM and/or network services to MCOs and PBMs accounting for approximately 2.4 million residents of Tennessee, who represent more than half of Tennessee citizens with third-party pharmacy benefits. Because the RxCare network is the largest source of third-party business for almost all Tennessee pharmacies, it is important for pharmacies to be part of the RxCare pharmacy network.

PAR. 7. RxCare's agreements with the pharmacies in its provider networks include a "Most Favored Nations" or "MFN" clause. This clause requires that if a pharmacy in the network accepts a reimbursement rate from anyone else that is lower than its RxCare rate, the pharmacy shall accept such lower reimbursement rate for all RxCare contracts in which it participates. RxCare requires that each pharmacy in its network agree to this clause as a condition of remaining within its network, and enforces this clause against pharmacies that have accepted lower reimbursement rates from other persons.

PAR. 8. By promulgating and enforcing the MFN clause, RxCare and TPA have been acting as a combination of competing pharmacies and have acted in concert with TPA members and RxCare network pharmacies to maintain reimbursement levels for pharmacy services. Their use of the MFN clause and other activities have restrained rivalry in the provision of pharmacy benefit prescription services among Tennessee pharmacies and thereby harmed consumers by limiting price competition and entry into pharmacy network services. These activities of RxCare and TPA constitute an agreement in restraint of trade.

PAR. 9. In furtherance of such combination or agreement, RxCare and TPA have:

A. Required providers to agree to the MFN clause as a condition of remaining in, or joining, the RxCare network;

B. Enforced, and threatened to enforce, the MFN clause against network pharmacies that accept a reimbursement rate below the RxCare reimbursement rate;

C. Communicated third-party payers' offers of reimbursement that fall below the RxCare reimbursement rate and warned that acceptance of such rates might trigger the MFN clause; and

D. Urged pharmacies to refrain from participating in networks that offer reimbursement rates lower than the RxCare network rates.

PAR. 10. Because RxCare represents such a large portion of their business, most pharmacies in Tennessee would incur an unacceptable revenue loss if the MFN clause forced them to accept rates below the RxCare reimbursement rate on all of their RxCare business. As a result, the MFN clause has prevented some RxCare network pharmacies from accepting rates below the RxCare reimbursement

rate from other third-party payers. Further, since third-party payers in states other than Tennessee frequently offer reimbursement rates below the RxCare reimbursement rate, the MFN clause has forced third-party payers to pay higher rates in Tennessee than in other states. Moreover, the difficulty in establishing pharmacy networks that accept reimbursement at levels as low as the levels in other states has impeded entry by firms wishing to establish pharmacy networks or market prescription drug benefit in Tennessee.

PAR. 11. The combination or agreement and the acts and practices of RxCare and TPA have restrained competition unreasonably and injured consumers by:

A. Stabilizing reimbursement levels for third-party prescription services above competitive levels;

B. Inhibiting the establishment or expansion of pharmacy networks that could compete with the RxCare network;

C. Depriving consumers of the benefits of price competition among pharmacists with regard to participation in prescription drug benefit plans;

D. Depriving consumers of the benefits of competition among third-party payers in the establishment of prescription drug benefit plans.

PAR. 12. The acts and practices herein alleged were and are to the prejudice and injury of the public, and constitute unfair methods of competition in or affecting commerce in violation of Section 5 of the Federal Trade Commission Act. The acts and practices of respondent, as herein alleged, are continuing and will continue in the absence of the relief requested.

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 Competition 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, their attorneys, 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 sixty (60) days, and having duly considered the comments filed thereafter by interested persons pursuant to Section 2.34 of its Rules, now in further conformity with the procedure prescribed in Section 2.34 of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings and enters the following order:

1. Respondent RxCare is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Tennessee with its office and principal place of business located at 1226 17th Avenue South, Nashville, Tennessee.

2. Respondent TPA is an unincorporated trade association organized, existing, and doing business under and by virtue of the laws of the State of Tennessee with its office and principal place of business located at 226 Capitol Blvd., Suite 810, Nashville, Tennessee.

3. 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

I.

It is ordered, That the following definitions shall apply herein:

A. "*RxCare*" means RxCare of Tennessee, Inc.; its predecessors, divisions, subsidiaries, affiliates, joint ventures, successors, and assigns; and all directors, officers, employees, agents, and representatives of the foregoing;

B. "*TPA*" means the Tennessee Pharmacists Association; its predecessors, divisions, subsidiaries, affiliates, joint ventures, successors, and assigns; and all directors, officers, employees, agents, and representatives of the foregoing;

C. "*Third-party payer*" means any person or entity that provides a program or plan pursuant to which such person or entity agrees to pay for prescriptions dispensed by pharmacies to individuals described in the plan or program as eligible for coverage ("covered persons") and includes, but is not limited to, health insurance companies; prepaid hospital, medical, or other health service plans, such as Blue Cross and Blue Shield plans; health maintenance organizations; preferred provider organizations; and health benefits programs for government employees, retirees and dependents;

D. "*Participation agreement*" means any existing or proposed agreement, oral or written, in which a third-party payer, prescription benefit manager ("PBM"), pharmacy service administrative organization ("PSAO"), or other firm agrees to reimburse a pharmacy firm for the dispensing of prescription drugs to covered persons, and the pharmacy firm agrees to accept such payment from the third-party payer, PBM, PSAO, or other firm for such prescriptions dispense during the term of the agreement;

E. "*Pharmacy firm*" means any partnership, sole proprietorship, corporation, or other entity that owns, controls or operates one or more pharmacies; and

F. "*Most Favored Nations Clause*" or "*MFN*" means any agreement, understanding, or course of dealing between RxCare or TPA and any pharmacy firm under which, in the event the pharmacy firm accepts or agrees to accept from another third party payer, PBM, PSAO or other firm a lower reimbursement rate than the lowest RxCare reimbursement rate, the pharmacy firm must thereafter accept a reduction in its reimbursement rate for any or all RxCare contracts in which it participates. The term "Most Favored Nations Clause" includes, but is not limited to, any price protection clause, buyer protection clause, prudent buyer clause, consumer protection clause, meet or release clause, best price clause, or meeting competition clause.

II.

It is further ordered, That RxCare and TPA shall forthwith cease and desist, directly or indirectly, from:

- A. Entering into, maintaining, or enforcing a Most Favored Nations Clause in any participation agreement with any pharmacy firm or by any other means or methods;
- B. Auditing any pharmacy firm for the purpose of enforcing a Most Favored Nations Clause; or
- C. Inducing, suggesting, urging, encouraging, or assisting any person or entity to take any action that if taken by RxCare or TPA would violate this order.

III.

It is further ordered, That RxCare shall, within thirty (30) days after the date this order becomes final:

- A. Remove all Most Favored Nations Clauses from its agreements with pharmacy firms;
- B. Distribute a copy of this order, the attached Appendix, and the complaint to each pharmacy firm with which RxCare has a participation agreement; and
- C. Publish the Appendix to this order in the RxCare Update and on the "RxCare Network News" page of the Tennessee Pharmacist, or any successor publication(s).

IV.

It is further ordered, That, for the purpose of determining or securing compliance with this order, RxCare and TPA each shall:

- A. Within sixty (60) days after the date this order becomes final, submit to the Commission a verified written report setting forth in detail the manner and form in which they intend to comply, are complying, and have complied with this order;
- B. One year (1) from the date this order becomes final, annually for the next four (4) years on the anniversary of the date this order becomes final, and at other times as the Commission may require, file

a verified written report with the Commission setting forth in detail the manner and form in which they have complied and are complying with this order. Respondents shall include in their compliance reports all written communications, internal memoranda, and reports and recommendations concerning compliance with this order;

C. For a period of ten (10) years after the date this order becomes final, permit any duly authorized representative of the Commission:

1. Access, during office hours and in the presence of counsel, to inspect and copy all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of respondents relating to any matters contained in this order; and

2. Upon five days' notice to respondents and without restraint or interference from it, to interview officers, directors, or employees of respondents; and

D. For a period of ten (10) years after the date this order becomes final, notify the Commission at least thirty (30) days prior to any proposed change in TPA or RxCare such as dissolution, assignment, sale resulting in the emergence of a successor corporation, or the creation or dissolution of subsidiaries or any other change in the corporation that may affect compliance obligations arising out of the order.

V.

It is further ordered, That this order shall terminate on June 10, 2016.

APPENDIX

[Date]

ANNOUNCEMENT

The Tennessee Pharmacists Association ("TPA") and RxCare of Tennessee, Inc. ("RxCare"), have entered into a consent agreement with the Federal Trade Commission. Pursuant to this consent agreement, the Commission issued a consent order on June 10, 1996,

providing that RxCare and TPA may no longer enforce a Most Favored Nations ("MFN") clause in the RxCare network provider agreements. The MFN clause requires that if a participating pharmacy accepts a lower reimbursement rate than the lowest RxCare rate, the pharmacy shall accept its lower reimbursement rate for all RxCare contracts in which it participates. As a result of the consent order, RxCare will not require that pharmacies in its network that enter into any agreement at a lower reimbursement rate than the RxCare reimbursement rate shall accept such lower reimbursement rate for RxCare contracts.

For more specific information, TPA or RxCare pharmacy network members should refer to the FTC consent order itself. TPA and RxCare will provide a copy of the consent order to each pharmacy firm with which RxCare has a participation agreement.

Baeteena Black, Pharm. D.
Executive Director
Tennessee Pharmacists Association

Gary Cripps, Pharm. D.
Chairman & President
RxCare of Tennessee, Inc.

CONCURRING STATEMENT OF COMMISSIONER MARY L. AZCUENAGA

I join in the Commission's decision to issue a consent order prohibiting the Tennessee Pharmacists Association, a trade association of pharmacists, and its affiliated provider of pharmacy network services, RxCare of Tennessee, Inc., from employing most favored nation clauses in provider network contracts. I write separately to emphasize that this order does not call into question the general lawfulness of most favored nation clauses. Although most favored nation clauses usually raise no competitive concerns, in this case, the clause was used in furtherance of a horizontal agreement to stabilize the reimbursement rates for retail pharmacy services, as alleged in paragraph eight of the complaint.

STATEMENT OF COMMISSIONER CHRISTINE A. VARNEY

RxCare, a pharmacy network established and owned by the Tennessee Pharmacists Association, contracts with health plans to provide prescription drugs to the plans' subscribers. I have voted to issue the complaint and accept the consent order in this matter

because I agree that the most favored nations clause, in this case, may have lessened competition. But, in doing so, I want to emphasize that joint ventures by retail pharmacists can be procompetitive by injecting new competition into the market for pharmacy benefit management services.¹ I believe many of RxCare's programs can be procompetitive. The matter before the FTC concerns only one aspect of RxCare's pharmacy benefit management programs--its imposition of a most favored nations clause. By working on an expedited basis, staff has been able to identify this concern quickly and, by working closely with RxCare, has resolved it in a mutually agreeable fashion.

¹ See Prepared Remarks of Christine A. Varney, "Responses to the Managed Care Revolution: A Competition Policy Perspective," Conference of the National Ass'n of Retail Druggists, March 27, 1995.

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IN THE MATTER OF

TIMOTHY R. BEAN

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF
SEC. 5 OF THE FEDERAL TRADE COMMISSION ACT*Docket C-3665. Complaint, June 10, 1996--Decision, June 10, 1996*

This consent order prohibits, among other things, a California individual doing business as DMC Publishing Group from misrepresenting, in its advertisements for a work-at-home business, the profits, earnings, income, or sales from such business opportunity and prohibits any future earnings claims unless, at the time of making the representation, the respondent possesses and relies upon competent and reliable evidence that substantiates the claim.

Appearances

For the Commission: *Nicholas J. Franczyk, C. Steven Baker and Charulata Pager.*

For the respondent: *Pro se.*

COMPLAINT

The Federal Trade Commission, having reason to believe that Timothy R. Bean, individually and doing business as DMC Publishing Group ("respondent"), has violated the provisions of the Federal Trade Commission Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, alleges:

PARAGRAPH 1. Respondent Timothy R. Bean is an individual doing business as DMC Publishing Group. His principal office or place of business is located at 26052 Merit Circle, Suite 107, Laguna Hills, California.

PAR. 2. Respondent is engaged in the advertising, promotion, offering for sale, sale, and distribution of a program to operate a publishing and printing business at home to the public.

PAR. 3. The acts and practices of respondent alleged in this complaint have been in or affecting commerce, as "commerce" is defined in Section 4 of the Federal Trade Commission Act.

PAR. 4. Respondent has disseminated or has caused to be disseminated advertisements, including advertisements through the Internet, for his program to operate a publishing and printing business at home. These advertisements include, but are not necessarily limited to, the attached Exhibits 1 and 2, which state, in part:

- A. "Profit From Publishing and Print Brokerage At Home! Earn up to \$4,000 or More Each Month!" (Exhibit 1.)
- B. "Earn \$500 -\$5000 or More Each Month" (Exhibit 1.)
- C. "[The] 'Quick Phone Directory' ... publication alone can earn you \$4,000 or more in the first 30 days." (Exhibit 2.)
- D. "Our HOME WORKERS FIRST YEAR INCOME averages \$38,000 with 40-50% annual growth. Most are EARNING WELL OVER \$75,000 by their third year." (Exhibit 2.)

PAR. 5. Through the use of the statements contained in the advertisements referred to in paragraph four, including, but not necessarily limited to the advertisements attached as Exhibits 1 and 2, respondent has represented, directly or by implication, that the amount of the money represented by these statements is representative, or typical, of what individuals who purchase respondent's program will generally achieve.

PAR. 6. In truth and in fact, the amount of money represented by these statements is not representative, or typical, of what individuals who purchase respondent's program will generally achieve. Therefore, the representation set forth in paragraph five was, and is, false and misleading.

PAR. 7. Through the use of the statements contained in the advertisements referred to in paragraph four, including but not necessarily limited to the advertisements attached as Exhibits 1 and 2, respondent has represented, directly or by implication, that at the time he made the representation set forth in paragraph five, respondent possessed and relied upon a reasonable basis that substantiated such representation.

PAR. 8. In truth and in fact, at the time he made the representation set forth in paragraph five, respondent did not possess and rely upon a reasonable basis that substantiated such representation. Therefore, the representation set forth in paragraph seven was, and is, false and misleading.

PAR. 9. The acts and practices of respondent as alleged in this complaint constitute unfair or deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the Federal Trade Commission Act.

EXHIBIT 1

Profit From Publishing and Print Brokerage At Home

Earn up to \$4,000 or More Each Month!

No Experience Necessary To Start!

An exclusive guide to making an excellent income at home.

Hands on, tried and true methods for success.

Valuable information not found anywhere else.

Big companies are continuing to downsize and the trend toward more home based business is even greater.

This is the best time to start your own business.

Don't rely on others to provide for your future well being.

Fire your boss before he fires you.

This book will show you how to:

- Make Money Quickly With NO Investment
- Earn \$500 - \$5000 or More Each Month
- ✓ Expand For Unlimited Growth
- Obtain FREE Business Startup Material
- Discover the Freedom of Being Your Own Boss

No Investment or Experience is Required. You can build a publishing empire from your own home.

Written by Tim Bean, a successful publisher in his own right, this book gives you the ins and outs of starting

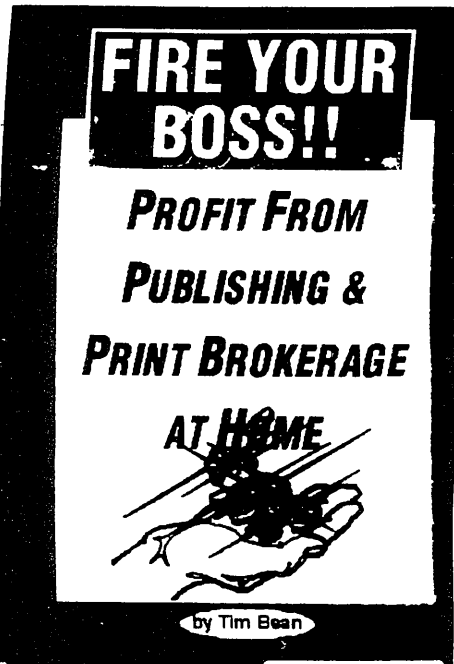


EXHIBIT 1

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EXHIBIT 1

- Acquire Your Customers
- Keep Them Coming Back
- ✓ Getting Paid Easily
- The Best Customer Service
- Advertise For Success
- Reach Specialized Markets
- ✓ Follow Up Tips
- Easy Record Keeping

Tim shares with you the best way to quickly set up your business and start earning excellent income immediately. You don't want to miss out on this chance to have your own publishing business, all from the comfort of home, think: You won't have to run down that same old rut every day. You can really FIRE YOUR BOSS!

Only \$9.95

plus \$3.00 shipping and handling

How To Order

Take advantage of this tremendous offer

ORDER NOW. Send your check or money order to

DMC Group
22002 Via Fabricante
Mission Viejo, CA 92691

-OR-

for your convenience

Phone Orders 1-714-454-1282 - Please have credit card available
Fax Orders 1-714-454-0869 - Include shipping address and credit card number

California Residents Add 5% Sales Tax



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EXHIBIT 2

Thank you for your interest in our business opportunity.

At a minimum you will receive:

- #1 - No Experience Needed
- #2 - No Overhead
- #3 - No Start-Up Costs
- #4 - High Profit Margins
- #5 - High Annual Growth
- #6 - Repeat Business
- #7 - Income That Is Needed In
- #8 - Absolutely Unlimited Potential
- #9 - Ability To Start Earning Money Immediately
- #10 - Special Skills Required

Our first Free Publication will give you the training plus that will allow you to start your own printed and published material. You will target and sell your own products immediately.

All businesses need printed material. Lists, brochures, letterheads, stickers, etc. are all needed. We will provide all marketing material.

You don't need to sell them anything THEY ALREADY HAVE A NEED FOR YOUR SERVICE. Your market and customer base is WIDE OPEN. You will build a client base of REPEAT BUSINESS that GROWS and GROWS. YEAR after YEAR. Budgets don't gettin' a raise BUT your clients' budgets will grow raise ANNUALLY.

You will obtain wholesale discounts on all the printed/published material that will allow you to take up to 40-50% for retail profits.

You will be able to offer the same services for less than you local printer can offer because YOU DON'T HAVE ANY OVERHEAD. You can pass the savings on to your clients.

A FREE PUBLICATION TO GET YOU START YOUR BUSINESS.

We'll GIVE YOU Your FIRST PUBLICATION, "Quick Phone Directory", ORDER FORM and instructions on how to market and sell this publication in your local area. This publication alone can earn you \$4,000 or more in the first 30 days.

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EXHIBIT 2

It is ABSOLUTELY THE BEST SELLING and MOST PROFITABLE Publication we have produced. It is a VERY HIGH DEMAND marketing piece that you can sell also, and make alot of money. This is an EXCELLENT WAY TO BOOST YOUR INCOME and supplement your print brokerage business while building your customer base.

Our HOME WORKERS FIRST YEAR IN-TIME AVERAGE 40-50% Annual growth. Many are EARNING WELL OFF by their third year.

PLEASE ORDER OUR COMPLETE TRAINING GUIDE TODAY

"Profit From Publishing A Print Business"

*Plus you will receive our extra \$5 MONEY WAFFER and "Quick Phone Directory" marketing publication.

THE COST:

\$24.95 - \$5 Shipping & Processing

HOW TO ORDER:

- 1. "REPLY" to this message by MAIL, FAX or FAX an IRDEF FAX
- 2. CALL DMC Publishing 714 944-4444 for RUSH credit card orders.
- 3. MAIL \$24.95 to DMC Publishing
24002 FABRICANTE, STE 001
MISSION VIEJO CA 91731
- 4. FAX your order to DMC Publishing 714 944-4444

Allow 7-10 for delivery.

YOUR NAME: _____

ADDRESS: _____

PHONE: _____ FAX _____

I AM SENDING A CHECK OR MONEY ORDER TODAY FOR \$24.95
 I PREFER TO PAY BY CREDIT CARD

CARD NUMBER: _____

EXP. DATE: _____

EXHIBIT 2

SIGNATURE REQUIRED: _____

COMPLETE 10-DAY MONEY BACK GUARANTEE!

*** A WRITTEN GUARANTEE ***
SSS THAT WILL INCREASE YOUR INCOME 100%
and IMPROVE the QUALITY of your LIFE!!

You can feel confident that you have discovered the BEST OPPORTUNITY AND REQUESTING INSTANTLY... Based Publications and Living for better Business

I can say this with complete CONFIDENCE, HONESTY AND INTEGRITY because I have answered MANY of the questions you have to see what others were thinking!

NONE of the other offers compare to the VALUABLE KNOWLEDGE and WEALTH OF INFORMATION that I have made available to you!

All of our publications and program are designed and PRINTED INHONEST and the "MONEY" HAVE

See how EASY AND FUN it is to make MONEY... PART time from home with our program!

This is your WRITTEN GUARANTEE... If you are not satisfied with this offer... For any reason, you can return it... All questions asked

If you have any questions please call free to CALL ME DIRECTLY anytime between 8 AM - 5 PM Pacific Time 714 454-1282

Sincerely,

Timothy R. Bean, President
DMC Publishing Group
24002 Via Fabricante, Suite 100
Mission Viejo, CA 92691

714) 454-1282 phone
714) 454-0869 fax

P.S. You have my NAME, you have my ADDRESS, you have my PHONE NUMBER, you have my PROMISE and my GUARANTEE. So what are you waiting for? Please order today!

"REPLY" to this message by e-mail NOW and we will MAIL and FAX an order form to you immediately.

DECISION AND ORDER

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

The respondent and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by the respondent 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 respondent that the law has been violated as alleged in such complaint, or that the facts as alleged in such complaint, other than jurisdictional facts, are true 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 respondent has 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 sixty (60) days, and no comments having been filed thereafter by interested parties pursuant to Section 2.34 of its Rules, now in further conformity with the procedure prescribed in Section 2.34 of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings and enters the following order:

1. Respondent Timothy R. Bean is an individual doing business as DMC Publishing Group with his principal office or place of business at 26052 Merit Circle, Suite 107, Laguna Hills, California.
2. The acts and practices of the respondent alleged in this complaint have been in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act.
3. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondent, and the proceeding is in the public interest.

ORDER

I.

It is ordered, That respondent Timothy R. Bean, his agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, promotion, offering for sale, sale, or distribution of the business opportunity "Profit from Publishing and Print Brokerage at Home," or any other business opportunity, in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from misrepresenting, in any manner, the past, present, or future profits, earnings, income, or sales from such business opportunity.

II.

It is further ordered, That respondent Timothy R. Bean, his agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, promotion, offering for sale, sale, or distribution of the business opportunity "Profit from Publishing and Print Brokerage at Home," or any other business opportunity, in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from representing, in any manner, the past, present, or future profits, earnings, income, or sales from such business opportunity, unless at the time of making such representation respondent possesses and relies upon competent and reliable evidence that substantiates the representation.

III.

It is further ordered, That for five (5) years after the last date of dissemination of any representation covered by this order, respondent, or his successors and assigns, shall maintain and upon request make available to the Federal Trade Commission for inspection and copying:

A. All materials that were relied upon in disseminating such representation; and

B. All tests, reports, studies, surveys, demonstrations, or other evidence in his possession or control that contradict, qualify, or call into question such representation, or the basis relied upon for such representation, including complaints from consumers.

IV.

It is further ordered, That respondent shall:

A. Within thirty (30) days from the effective date of this order deliver a copy of this order to each of his officers, agents, representatives, and employees who are engaged in the preparation or placement of advertisements, promotional materials or other such sales materials covered by this order.

B. For a period of ten (10) years from the effective date of this order deliver a copy of this order to each of his future officers, agents, representatives, and employees who are engaged in the preparation or placement of advertisements, promotional materials or other such sales materials covered by this order, within three (3) days after the person assumes such position.

V.

It is further ordered, That from the date this order becomes final, respondent shall notify the Commission within thirty (30) days of the discontinuance of his present business or employment and of each affiliation with a new business or employment. Each notice of affiliation with any new business or employment shall include his new business address and telephone number, current home address, and a statement describing the nature of the business or employment and the duties and responsibilities.

VI.

It is further ordered, That within sixty (60) days after service of this order, and at such other times as the Commission may require, respondent shall file with the Commission a report, in writing, setting forth in detail the manner and form in which he has complied with this order.

VII.

This order will terminate on June 10, 2016, or twenty years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; provided, however, that the filing of such a complaint will not affect the duration of:

A. Any paragraph in this order that terminates in less than twenty years;

B. This order's application to any respondent that is not named as a defendant in such complaint; and

C. This order if such complaint is filed after the order has terminated pursuant to this paragraph.

Provided further, that if such complaint is dismissed or a federal court rules that the respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this paragraph as though the complaint was never filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

Complaint

121 F.T.C.

IN THE MATTER OF

BRIAN CORYAT

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF
SEC. 5 OF THE FEDERAL TRADE COMMISSION ACT*Docket C-3666. Complaint, June 10, 1996--Decision, June 10, 1996*

This consent order prohibits, among other things, a California individual doing business as Enterprising Solutions from misrepresenting any credit repair product, credit reporting remedy or the ability to remove adverse information in any credit report. In addition, the consent order prohibits the respondent from misrepresenting profits, earnings, income, or sales from such business opportunity.

Appearances

For the Commission: *Nicholas Franczyk, C. Steven Baker and Charulata Pager.*

For the respondent: *Pro se.*

COMPLAINT

The Federal Trade Commission, having reason to believe that Brian Coryat, individually and doing business as Enterprising Solutions ("respondent"), has violated the provisions of the Federal Trade Commission Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, alleges:

PARAGRAPH 1. Respondent Brian Coryat is an individual doing business as Enterprising Solutions. His principal office or place of business is located at 6 Harbor Way, Suite 194, Santa Barbara, California.

PAR. 2. Respondent is engaged in the advertising, promotion, offering for sale, sale, and distribution of various products, including, but not limited to, The Credit Repair Kit, and business opportunities, including, but not limited to, the Credit Repair Agency business opportunity, to the public.

