Complaint

IN THE MATTER OF

PETER PAN FOUNDATIONS, INC.

CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF SECS. 2(d) AND 2(e) OF THE CLAYTON ACT

Docket C-1178. Complaint, Mar. 1, 1967—Decision, Mar. 1, 1967

Consent order requiring a New York City marketer of women's foundation garments to cease discriminating among competing customers in paying promotional allowances and in furnishing services or facilities.

COMPLAINT

The Federal Trade Commission, having reason to believe that the party respondent named in the caption hereof, and hereinafter more particularly designated and described, has violated and is now violating the provisions of subsections (d) and (e) of Section 2 of the Clayton Act (U.S.C., Title 15, Section 13), as amended by the Robinson-Patman Act, approved June 19, 1936, hereby issues its complaint, stating its charges with respect thereto as follows:

COUNT I

PARAGRAPH 1. Respondent Peter Pan Foundations, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of New York with its principal office and place of business located at 389 Fifth Avenue, New York, New York, with an administrative office located at 6 Penn Place, Pelham Manor, New York.

In September of 1965, Exquisite Form Industries, Inc. (incorporated in New York State in 1961), bought 80% of the stock in Peter Pan Enterprises Corp. (which was incorporated in New York State in September of 1965). Peter Pan Enterprises Corp. in turn owns 100% of Peter Pan Industries, Inc., (incorporated in the State of Delaware in 1962) and the latter corporation owns 100% of Peter Pan Foundations, Inc., the above-named respondent (which was incorporated in New York State in 1938). Peter Pan Enterprises Corp. and Peter Pan Industries, Inc., are nonoperating holding companies.

PAR. 2. Peter Pan Foundations, Inc., is engaged in the business of selling and distributing women's foundation garments, including brassieres, corselettes, girdles, and panty girdles bearing the Peter Pan label which are manufactured by various corporations in the Peter Pan complex. Respondent corporation's gross

volume of business was approximately eight million dollars in each of the years 1964 and 1965.

Peter Pan products are manufactured in New York, New Jersey, Connecticut and Puerto Rico, and then shipped to a warehouse located at 255 Grant Avenue, East Newark, New Jersey, from which deliveries are made to customers located in various cities throughout the United States. The respondent corporation sells these products for resale at retail to many customers, such as department stores, chainstores, women's specialty shops and dress shops, with places of business located in various cities throughout the United States.

PAR. 3. In the course and conduct of its business, respondent corporation is engaged in commerce, as "commerce" is defined in the Clayton Act, as amended, having shipped its products or caused them to be transported from its warehouse in the State of New Jersey to customers located in the same and in other States of the United States and in the District of Columbia.

PAR. 4. Since 1960 and prior thereto, in the course and conduct of its business in commerce, respondent corporation paid or contracted for the payment of something of value to or for the benefit of some of its customers as compensation or in consideration for services or facilities furnished by or through such customers in connection with their offering for sale or sale of products sold to them by said respondent corporation, and such payments were not available on proportionally equal terms to all other customers competing in the distribution of its products.

PAR. 5. Included among, and illustrative of, the payments alleged in Paragraph Four were credits, paid by way of allowances or deductions from invoices, as compensation for respondent corporation's share of the cost of promotional services or facilities, including but not limited to newspaper advertising furnished by customers pursuant to the terms of respondent corporation's cooperative advertising agreements or other promotional arrangements in effect since 1960, in connection with the offering for sale or sale of respondent corporation's products.

PAR. 6. From 1960 to on or about January 1, 1963, and prior thereto, respondent corporation, pursuant to its "Cooperative Advertising Agreement for Peter Pan Foundations" offered to pay, and paid, some customers fifty percent (50%) of the cost of newspaper advertisements devoted exclusively to Peter Pan products. The Agreement further provided that Peter Pan products had to be advertised in accredited newspapers at regularly maintained prices, and that respondent corporation would pay

fifty percent (50%) of reasonable production charges. The total amount of all advertising claims, including production charges, was limited to five percent (5%) of aggregate net purchases for the current year.

PAR. 7. From 1960 to on or about January 1, 1963, and prior thereto, respondent corporation supplemented its cooperative advertising agreement referred to in Paragraph Six by its "Peter Pan Merchandising Plan for Retailers." This plan was only available to those customers who could qualify. In order to qualify, a customer was required to:

(1) Carry at least four of the styles included in the plan and maintain a Fixed Basic Stock level for each of the styles. The Fixed Basic Stock level for each of the styles included in the plan was determined by the individual customer and the Peter Pan representative;

(2) Allow the Peter Pan representative to take physical inventory and automatically order the merchandise necessary to maintain the inventory at the Fixed Basic Stock level;

(3) Advertise the Peter Pan styles in Fixed Basic Stock in local newspapers at least once every six months or run a complete in-store promotion at least once every six months;

(4) Participate in the plan for at least twelve consecutive months and display Peter Pan merchandise and use Peter Pan display materials.

In return, the customer was entitled to:

(a) Return any style in Fixed Basic Stock which did not turn over at least twice during six months but that style had to be replaced with another style included in the plan;

(b) Exchange sizes within style and color to conform stock with Fixed Basic Stock;

(c) Raise or lower basic quantities initially established for any style in Fixed Basic Stock at end of each six month period;

(d) Preferred delivery on Fixed Basic Stock styles regardless of the size of the order;

(e) Reimbursement of sixty percent of net cooperative advertising costs up to seven percent of total net shipments during each six month period;

(f) Certain promotional materials such as mats, window and interior displays, commercials, and contest ideas, etc.

(g) Return quantities of each style in Fixed Basic Stock up to but not exceeding the quantity purchased and received during each six month period the plan is in effect and only that merchandise purchased at Peter Pan's regular prices.

PAR. 8. During the years 1960 to 1964 inclusive, respondent corporation has granted or otherwise made available allowances, hereinafter referred to as "PM's" or "Push or Prize Monies," to sales employees of certain customers classified as "chains" to promote the sale of respondent corporation's products, and such allowances have not been offered or otherwise made available on proportionally equal terms to customers competing with the "chains" in the resale at retail of respondent corporation's products.

PAR. 9. On or about January 1, 1963, respondent corporation modified its "Cooperative Advertising Agreement for Peter Pan Foundations" by offering to pay seventy-five percent (75%) of the cost of newspaper advertisements devoted exclusively to Peter Pan products at regularly maintained prices not to exceed seven percent (7%) of a customer's aggregate net purchases for the calendar year. This modified plan did not provide for the payment of production costs and did not authorize cooperative advertising allowances for omnibus ads.

On or about June 1, 1964, respondent's cooperative advertising program was further modified to provide for the payment of sixty-six and two-thirds percent (66⅔%) of the cost of newspaper advertisements not to exceed seven percent (7%) of net sales on regular priced merchandise.

PAR. 10. From time to time, respondent offered "Special Promotional" agreements, which did not come within the general framework of its "Cooperative Advertising Agreement for Peter Pan Foundations" such as its "Tiger," "In-Genius" and "Fiberlon" promotions. These plans required that a Peter Pan customer purchase a total minimum order; specified the number of garments which must appear in the advertisement; and specified the minimum size of the advertisement. For example on or about July 25, 1964, in connection with the promotion and sale of Peter Pan's "Fiberlon" bras, the respondent offered the following plan:

Peter Pan agrees to pay the following cost of advertising space up to 7% of net sales (based on a 12 month period).

Bra Styles	Size of ad	Min. order
☐ 1 Fiberlon Bra in the ad 70%	200 lines	5 doz.
☐ 2 Fiberlon Bras in the ad 80%	400 lines	10 doz.
☐ 3 Fiberlon Bras in the ad 90%	600 lines	15 doz.
☐ 4 Fiberlon Bras in the ad 100%	800 lines	20 doz.

PAR. 11. Payments made by respondent corporation pursuant to the cooperative advertising agreements and "Push or Prize Money" agreements referred to in Paragraphs Six, Seven, Eight, Nine and Ten were not made available on proportionally equal terms to all of respondent corporation's customers competing in the resale and distribution of respondent corporation's products in that:

(1) Respondent corporation made or offered to make such payments or allowances to some customers and failed to make or offer to make similar allowances or payments to all competing customers; and

(2) The terms and conditions of respondent corporation's "Cooperative Advertising Agreement for Peter Pan Foundations" and "Peter Pan Merchandising Plan for Retailers" and its "Special Promotional" agreements were and are such as to preclude some competing customers from accepting and enjoying the benefits to be derived from these plans; and

(3) Respondent corporation made or offered to make payments or allowances in excess of the amounts specified in these agreements to some customers and failed to make or offer to make similar payments or allowances on proportionally equal terms to other customers who competed with the favored customers in the resale and distribution of respondent corporation's products; and

(4) Respondent's price-limiting provisions in its cooperative advertising plans only allowed for advertising at "regular" prices and thus restricted the availability of its cooperative advertising allowances to those of its competing customers who complied with respondent's price-limiting provisions.

PAR. 12. The acts and practices of the respondent corporation as alleged above, violate subsection (d) of Section 2 of the Clayton Act, as amended by the Robinson-Patman Act (U.S.C., Title 15, Section 13).

COUNT II

PAR. 13. Paragraphs One through Three of COUNT I are hereby adopted and made a part of this Count as fully as if herein set out verbatim.

PAR. 14. The respondent corporation, for a number of years, has contracted to furnish and has furnished to some of the aforesaid purchasers, certain services or facilities in connection with the sale or offering for sale of respondent corporation's products and such services or facilities or the offer to furnish such services

or facilities have not been accorded on proportionally equal terms to purchasers competing with the favored purchasers in the resale and distribution of respondent corporation's products.

For example, respondent has, since 1960, listed certain of its customers in various ads in national magazines, in numerous radio and television spots, which were paid for entirely by the respondents. Such customers named were required to purchase a substantial minimum amount of certain merchandise.

As another example, respondent has, since 1960, furnished to some of the aforesaid purchasers the services of special personnel known as "stylists" or "models." Such female personnel, compensated and furnished by respondent, were installed in the places of business of some of the aforementioned purchasers to assist the clerical personnel of said purchasers in advising customers and to display, demonstrate, fit, offer for sale and sell respondent's products to the customers of said purchasers.

During the same period of time, the respondent corporation has sold its products to retailers competing with said purchasers and has not accorded such services and facilities to said retailers on proportionally equal terms.

PAR. 15. The aforesaid acts and practices of respondent corporation as alleged above violate subsection (e) of Section 2 of the Clayton Act, as amended by the Robinson-Patman Act (U.S.C., Title 15, Section 13).

DECISION AND ORDER

The Commission having heretofore determined to issue its complaint charging the respondent named in the caption hereof with violation of subsections (d) and (e) of Section 2 of the Clayton Act, as amended, and the respondent 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 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 complaint to issue herein, 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 set forth in such complaint, and waivers and provisions as required by the Commission's rules; and

The Commission, having considered the agreement, hereby

accepts same, issues its complaint in the form contemplated by said agreement, makes the following jurisdictional findings, and enters the following order:

1. Respondent Peter Pan Foundations, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of New York, with its office and principal place of business located at 389 Fifth Avenue, in the city of New York, State of New York.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondent.

ORDER

It is ordered, That respondent Peter Pan Foundations, Inc., a corporation, and its officers, directors, representatives, agents and employees, directly or through any corporate or other device, in or in connection with the sale and distribution of women's wearing apparel such as brassieres and other related products, in commerce, as "commerce" is defined in the Clayton Act, as amended, do forthwith cease and desist from:

1. Paying, or contracting to pay to or for the benefit of any customer, an advertising allowance, push money or anything of value as compensation or in consideration for any services or facilities furnished by or through such customer in connection with the processing, handling, sale or offering for sale of respondent's products, unless such payment or consideration is offered and otherwise made available on proportionally equal terms to all other customers competing in the distribution or resale of such products;

2. Discriminating, directly or indirectly, among competing purchasers of its products, by contracting to furnish, furnishing, or contributing to the furnishing of the services of stylists or any other services or facilities connected with the processing, handling, sale or offering for sale of respondent's products, to any purchaser from respondent of such products bought for resale, unless such services or facilities are offered and otherwise made available on proportionally equal terms to all purchasers competing in the distribution or resale of such products.

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

IN THE MATTER OF

FAIRMOOR COAT & SUIT CORPORATION ET AL.

CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATION OF THE FEDERAL TRADE COMMISSION, THE FUR PRODUCTS LABELING, THE WOOL PRODUCTS LABELING AND THE TEXTILE FIBER PRODUCTS IDENTIFICATION ACTS

Docket C-1179. Complaint, Mar. 8, 1967—Decision, Mar. 8, 1967

Consent order requiring a New York City manufacturer of fur, wool and textile products, to cease improperly labeling and invoicing its products.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, the Fur Products Labeling Act, the Wool Products Labeling Act of 1939 and the Textile Fiber Products Identification Act, and by virtue of the authority vested in it by said Acts, the Federal Trade Commission, having reason to believe that Fairmoor Coat & Suit Corporation, a corporation, and Herbert Haar, individually and as an officer of said corporation, hereinafter referred to as respondents, have violated the provisions of said Acts and the Rules and Regulations promulgated under the Fur Products Labeling Act, the Wool Products Labeling Act of 1939 and the Textile Fiber Products Identification 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 Fairmoor Coat & Suit Corporation is a corporation organized, existing and doing business under and by virtue of the laws of the State of New York.

Respondent Herbert Haar is an officer of said corporation. He formulates, directs and controls the policies, acts and practices of said corporation.

Respondents are manufacturers of fur products, wool products and textile fiber products with their office and principal place of business located at 512 Seventh Avenue, New York, New York.

PAR. 2. Subsequent to the effective date of the Fur Products Labeling Act on August 9, 1952, respondents have been and are now engaged in the introduction into commerce, and in the manufacture for introduction into commerce, and in the sale, advertising, and offering for sale in commerce, and in the transportation and distribution in commerce, of fur products; and have manu-

factured for sale, sold, advertised, offered for sale, transported and distributed fur products which have been made in whole or in part of furs which have been shipped and received in commerce, as the terms "commerce," "fur" and "fur product" are defined in the Fur Products Labeling Act.

PAR. 3. Certain of said fur products were misbranded in that they were falsely and deceptively labeled to show that fur contained therein was natural, when in fact such fur was pointed, bleached, dyed, tip-dyed, or otherwise artificially colored, in violation of Section 4(1) of the Fur Products Labeling Act.

PAR. 4. Certain of said fur products were misbranded in that they were not labeled as required under the provisions of Section 4(2) of the Fur Products Labeling Act and in the manner and form prescribed by the Rules and Regulations promulgated thereunder.

Among such misbranded fur products, but not limited thereto, were fur products with labels which failed to disclose that the fur contained in the fur products was bleached, dyed, or otherwise artificially colored, when such was the fact.

PAR. 5. Certain of said fur products were misbranded in violation of the Fur Products Labeling Act in that they were not labeled in accordance with the Rules and Regulations promulgated thereunder inasmuch as required item numbers were not set forth on labels, in violation of Rule 40 of said Rules and Regulations.

PAR. 6. Certain said fur products were falsely and deceptively invoiced by the respondents in that they were not invoiced as required by Section 5(b)(1) of the Fur Products Labeling Act and the Rules and Regulations promulgated under such Act.

Among such falsely and deceptively invoiced fur products, but not limited thereto, were fur products covered by invoices which failed to disclose that the fur contained in the fur products was bleached, dyed, or otherwise artificially colored when such was the fact.

PAR. 7. Certain of said fur products were falsely and deceptively invoiced in that said fur products were invoiced to show that the fur contained therein was natural, when in fact such fur was pointed, bleached, dyed, tip-dyed, or otherwise artificially colored, in violation of Section 5(b)(2) of the Fur Products Labeling Act.

PAR. 8. Certain of said products were falsely and deceptively invoiced in violation of the Fur Products Labeling Act in that they were not invoiced in accordance with the Rules and Regulations promulgated thereunder inasmuch as required item num-

bers were not set forth on invoices, in violation of Rule 40 of said Rules and Regulations.

PAR. 9. The aforesaid acts and practices of respondents, as herein alleged, are in violation of the Fur Products Labeling Act and the Rules and Regulations promulgated thereunder and constitute unfair and deceptive acts and practices and unfair methods of competition in commerce under the Federal Trade Commission Act.

PAR. 10. Subsequent to the effective date of the Wool Products Labeling Act of 1939, respondents have manufactured for introduction into commerce, introduced into commerce, sold, transported, distributed, delivered for shipment, shipped, and offered for sale, in commerce, wool products, as the terms "commerce" and "wool product" are defined in said Act.

PAR. 11. Certain of said wool products were misbranded by respondents in that they were not stamped, tagged, labeled, or otherwise identified as required under the provisions of Section 4(a)(2) of the Wool Products Labeling Act of 1939 and in the manner and form as prescribed by the Rules and Regulations promulgated under said Act.

Among such misbranded wool products, but not limited thereto, was a wool product with a label on or affixed thereto which failed to disclose the percentage of the total fiber weight of the said wool product, exclusive of ornamentation not exceeding 5% of the total weight, of (1) wool; (2) reprocessed wool; (3) reused wool; (4) each fiber other than wool when said percentage by weight of such fiber was 5% or more; and (5) the aggregate of all other fibers.

PAR. 12. Certain of said wool products were misbranded, in violation of the Wool Products Labeling Act of 1939 in that they were not labeled in accordance with the Rules and Regulations promulgated thereunder in that the respective percentages of fibers contained in the front and back of pile fabrics was not set forth in such a manner as to give the ratio between the front and back of each of such fabrics where an election was made to separately set out the fiber content of the face and back of the wool products containing pile fabrics, in violation of Rule 26 of the aforesaid Rules and Regulations.

PAR. 13. The acts and practices of the respondents as set out in Paragraphs Ten, Eleven and Twelve above were, and are, in violation of the Wool Products Labeling Act of 1939 and the Rules and Regulations promulgated thereunder, and constituted, and now constitute, unfair and deceptive acts and practices and un-

fair methods of competition in commerce within the intent and meaning of the Federal Trade Commission Act.

PAR. 14. Subsequent to the effective date of the Textile Fiber Products Identification Act on March 3, 1960, respondents have been and are now engaged in the introduction, delivery for introduction, manufacture for introduction, sale, advertising, and offering for sale, in commerce, and in the transportation or causing to be transported in commerce, and in the importation into the United States, of textile fiber products; and have sold, offered for sale, advertised, delivered, transported and caused to be transported, textile fiber products, which have been advertised or offered for sale in commerce; and have sold, offered for sale, advertised, delivered, transported and caused to be transported, after shipment in commerce, textile fiber products, either in their original state or contained in other textile fiber products, as the terms "commerce" and "textile fiber product" are defined in the Textile Fiber Products Identification Act.

PAR. 15. Certain of said textile fiber products were misbranded by respondents in that they were not stamped, tagged, labeled, or otherwise identified as required under the provisions of Section 4(b) of the Textile Fiber Products Identification Act, and in the manner and form prescribed by the Rules and Regulations promulgated under said Act.

Among such misbranded textile fiber products, but not limited thereto, were textile fiber products which were not labeled to show in words and figures plainly legible; (1) the true generic names of the constituent fibers present in the textile fiber products; (2) the percentage of each such fiber; and (3) any fiber or group of fibers present in the amount of less than 5 per centum of the total weight of the textile fiber products as "other fiber" or "other fibers."

PAR. 16. Certain of said textile fiber products were misbranded in violation of the Textile Fiber Products Identification Act in that they were not labeled in accordance with the Rules and Regulations promulgated thereunder in that the respective percentages of fibers contained in the front and back of pile fabrics were not set out in such a manner as to give the ratio between the face and back of such fabrics where an election was made to separately set out the fiber content of the face and back of textile fiber products containing pile fabrics, in violation of Rule 24 of the aforesaid Rules and Regulations.

PAR. 17. The acts and practices of the respondents as set forth in Paragraphs Fourteen, Fifteen and Sixteen above were, and

are, in violation of the Textile Fiber Products Identification Act and the Rules and Regulations promulgated thereunder, and constituted, and now constitute, unfair methods of competition and unfair and deceptive acts or practices, in commerce, under 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 Textiles and Furs 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, the Fur Products Labeling Act, the Wool Products Labeling Act of 1939 and the Textile Fiber Products Identification 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 the respondents that the law has been violated as alleged in such complaint, and waivers and provisions as required by the Commission's rules; and

The Commission, having reason to believe that the respondents have violated said Acts, and having determined that complaint should issue stating its charges in that respect, hereby issues its complaint, accepts said agreement, makes the following jurisdictional findings, and enters the following order:

1. Respondent Fairmoor Coat & Suit Corporation is a corporation organized, existing and doing business under and by virtue of the laws of the State of New York, with its office and principal place of business located at 512 Seventh Avenue, New York, New York.

Respondent Herbert Haar is an officer of said corporation 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 Fairmoor Coat & Suit Corpora-

tion, a corporation, and its officers, and Herbert Haar, individually and as an officer of said corporation, and respondents' representatives, agents and employees, directly or through any corporate or other device, in connection with the introduction, or manufacture for introduction, into commerce, or the sale, advertising or offering for sale in commerce, or the transportation or distribution in commerce, of any fur product; or in connection with the manufacture for sale, sale, advertising, offering for sale, transportation or distribution, of any fur product which is made in whole or in part of fur which has been shipped and received in commerce, as the terms "commerce," "fur" and "fur product" are defined in the Fur Products Labeling Act, do forthwith cease and desist from:

A. Misbranding any fur product by:

1. Representing directly or by implication on a label that the fur contained in such fur product is natural when the fur contained therein is pointed, bleached, dyed, tip-dyed, or otherwise artificially colored.

2. Failing to affix a label to such fur product showing in words and in figures plainly legible all of the information required to be disclosed by each of the subsections of Section 4(2) of the Fur Products Labeling Act.

3. Failing to set forth on a label the item number or mark assigned to such fur product.

B. Falsely or deceptively invoicing any fur product by:

1. Failing to furnish an invoice, as the term "invoice" is defined in the Fur Products Labeling Act, showing in words and figures plainly legible all the information required to be disclosed by each of the subsections of Section 5(b)(1) of the Fur Products Labeling Act.

2. Representing directly or by implication on an invoice that the fur contained in such fur product is natural when such fur is pointed, bleached, dyed, tip-dyed, or otherwise artificially colored.

3. Failing to set forth on an invoice the item number or mark assigned to such product.

It is further ordered, That respondents Fairmoor Coat & Suit Corporation, a corporation, and its officers, and Herbert Haar individually and as an officer of said corporation, and respondents' representatives, agents and employees, directly or through any corporate or other device, in connection with the introduction, or manufacture for introduction, into commerce, or the offering for sale, sale, transportation, distribution, delivery for shipment

or shipment in commerce, of wool products, as "commerce" and "wool product" are defined in the Wool Products Labeling Act of 1939, do forthwith cease and desist from misbranding any wool product by:

1. Failing to securely affix to, or place on each such wool product, a stamp, tag, label, or other means of identification showing in a clear and conspicuous manner each element of information required to be disclosed by Section 4(a)(2) of the Wool Products Labeling Act of 1939.

2. Failing to set forth respective percentages of fibers contained in the front and back of pile fabrics in such a manner as to give the ratio between the front and back of each such fabric where an election is made to separately set out the fiber content of the face and back of such wool product containing pile fabrics.

It is further ordered, That respondents Fairmoor Coat & Suit Corporation, a corporation and its officers, and Herbert Haar, individually and as an officer of said corporation, and respondents' representatives, agents and employees, directly or through any corporate or other device, in connection with the introduction, delivery for introduction, manufacture for introduction, sale, advertising, or offering for sale, in commerce, or the transportation or causing to be transported in commerce, or the importation into the United States, of any textile fiber product; or in connection with the sale, offering for sale, advertising, delivery, transportation, or causing to be transported, of any textile fiber product which has been advertised or offered for sale, in commerce; or in connection with the sale, offering for sale, advertising, delivery, transportation, or causing to be transported, after shipment in commerce, of any textile fiber product, whether in its original state or contained in other textile fiber products, as the terms "commerce" and "textile fiber product" are defined in the Textile Fiber Products Identification Act, do forthwith cease and desist from misbranding any textile fiber product by:

1. Failing to affix a stamp, tag, label, or other means of identification to such textile fiber product showing in a clear, legible and conspicuous manner each element of information required to be disclosed by Section 4(b) of the Textile Fiber Products Identification Act.

2. Failing to set forth respective percentages of fibers contained in the front and back of pile fabrics in such a manner as to give the ratio between the front and back of each such fabric where an election is made to separately set