

AMERICAN HOME PRODUCTS CORP., ET AL.

Complaint

IN THE MATTER OF

AMERICAN HOME PRODUCTS CORPORATION, ET AL.

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

*Docket C-2298. Complaint, Oct. 6, 1972—Decision, Oct. 6, 1972.*

Consent order requiring a New York City seller and distributor of household products and its New York City advertising agency, among other things to cease advertising any consumer commodity by the use of or referral to a demonstration, test or experiment that appears or purports to prove superiority of such products over competitive products when such demonstration, test or experiment does not constitute proof thereof.

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 American Home Products Corporation, a corporation, and Cunningham & Walsh, Inc., a 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 American Home Products Corporation 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 685 Third Avenue, in the city of New York, State of New York.

Respondent Cunningham & Walsh, 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 260 Madison Avenue in the city of New York, State of New York.

PAR. 2. Respondent American Home Products Corporation now, and for some time last past, has been engaged in the sale and distribution of a household window cleaning product known as "Easy-Off Window Cleaner," a household spray starch product known as "Easy-On Speed Starch," a household floor wax known as "Aerowax," and an insecticide product known as "Black Flag Ant and Roach Killer with Baygon," which, when sold are shipped to purchasers located in various States of the United States. Respondent

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maintains and at all times mentioned herein has maintained, a substantial course of trade in said products in commerce, as "commerce" is defined in the Federal Trade Commission Act.

Respondent Cunningham & Walsh, Inc., is now and for some time last past has been, an advertising agency of American Home Products Corporation, and now prepares and places, and for some time last past has prepared and placed, advertising material, including but not limited to the advertising referred to herein in Paragraphs Four, Ten, and Thirteen.

PAR. 3. Respondent American Home Products Corporation at all times mentioned herein has been and now is in substantial competition in commerce with individuals, firms and corporations engaged in the sale and distribution of household window cleaning products, household spray starch, household floor waxes and insecticide products of the same general kind and nature as those sold by this respondent.

PAR. 4. In the course and conduct of their business and for the purpose of inducing the sale of "Easy-Off Window Cleaner" respondents have advertised said product by means of a demonstration and various statements used in connection therewith in television broadcasts transmitted by television stations located in various States of the United States and in the District of Columbia having sufficient power to carry such broadcasts across state lines.

Said demonstration and the statements used in connection therewith depicts the following: In the commercial an application of a "leading brand" of window cleaner and an application of "Easy-Off Window Cleaner" are sprayed onto separate halves of a window. Both applications are spread and allowed to dry. The half of the window sprayed with "Easy-Off" is clear but the half sprayed with the "leading brand" contains spots. The voice-over in the commercial states "See the leading brand left spots \* \* \* but Easy-Off dried spotless and streakless."

PAR. 5. Through the use of the aforesaid demonstration and the statements and representations used in connection therewith, respondents represent and have represented, directly or by implication, that such demonstration is actual proof of the superiority of Easy-Off Window Cleaner over competitive products in preventing streaking and spotting of windows when the products are used in their intended manner.

PAR. 6. In truth and in fact, the aforesaid demonstration, including the statements and representations used in connection therewith, is not actual proof of the superiority of Easy-Off Window Cleaner

over competitive window cleaners in preventing the streaking and spotting of windows, when used in the intended manner and under ordinary conditions of use and said demonstration tends to falsely disparage competing products. In the demonstration the directions for use of the "leading brand" of window cleaner were not followed in that if the application of the "leading brand" spray had been wiped as directed, no spots or streaks would have formed.

Therefore, the said demonstration, including the statements and representations used in connection therewith, is false, misleading and deceptive.

PAR. 7. In the further course and conduct of its business and for the purpose of inducing the sale of its product Aerowax floor wax, respondent American Home Products Corporation has advertised said product by means of a demonstration and various statements used in connection therewith in television broadcasts transmitted by television stations located in various States of the United States and in the District of Columbia having sufficient power to carry such broadcasts across State lines:

Said demonstration and the statements used in connection therewith depict two crystal bowls, one filled with Aerowax and the second with another leading wax. The waxes are allowed to dry and the bowl into which the Aerowax was poured is clear while the second bowl is cloudy. The audio portion of the commercial says, in part, "Crystal Clear Aerowax \* \* \* the wax that doesn't dry cloudy, won't turn yellow. Here's proof. In two crystal bowls \* \* \* pour Aerowax \* \* \* and this other leading wax. Let them dry \* \* \* look. The other wax dried cloudy. Could turn yellow. Aerowax doesn't dry cloudy \* \* \* won't turn yellow."

PAR. 8. Through the use of the demonstration and the statements and representations used in connection therewith, as set out in part in Paragraph Seven above, respondent American Home Products Corporation represents and has represented, directly and by implication, that Aerowax floor wax is superior to other competitive waxes in polishing floor surfaces, and that such demonstration is actual proof of the superiority of Aerowax floor wax over other competitive floor waxes in polishing floor surfaces when the products are used in their intended manner.

PAR. 9. In truth and in fact, Aerowax is not superior to other competitive floor waxes in polishing floor surfaces and that the aforesaid demonstration, including the statements and representations used in connection therewith, is not actual proof of the superiority of Aerowax over competitive floor waxes in polishing floor surfaces when the prod-

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ucts are used in their intended manner and said demonstration tends to falsely disparage competitive products. In the demonstration Aero-wax, a polishing wax, was compared with a cleaning wax and the waxes were not used in their intended manner.

Therefore, the said representation and demonstration, including the statements and representations used in connection therewith is false, misleading and deceptive.

PAR. 10. In the further course and conduct of their business and for the purpose of inducing the sale of "Black Flag Ant and Roach Killer with Baygon" respondents have advertised said products by means of a demonstration and various statements used in connection therewith in television broadcasts transmitted by television stations located in various States of the United States and in the District of Columbia having sufficient power to carry such broadcasts across state lines.

Said demonstration and the statements used in connection therewith show cockroaches being placed into two separate containers. One container had been treated with a leading brand insecticide while the other container had been treated with Black Flag. The roaches placed in the container treated with Black Flag die but the roaches placed in the other container do not. The audio portion of the commercial states that Black Flag with Baygon killed the roaches while the other spray did not.

PAR. 11. Through the use of the aforesaid demonstration and the statements and representations used in connection therewith, as set out in part in Paragraph Ten above, respondents represent and have represented, directly or by implication, that such demonstration is actual proof of the superiority of Black Flag Ant and Roach Killer with Baygon over competitive products in killing all types of roaches.

PAR. 12. In truth and in fact, the aforesaid demonstration, including the statements and representations used in connection therewith, is not actual proof of the superiority of Black Flag Ant and Roach Killer with Baygon over competitive insecticides in killing all types of roaches, and said demonstration tends to falsely disparage competing products. In the demonstration, certain roaches known to be resistant to dieldrin, the active ingredient in the competitive product, were used.

Therefore, the said demonstration, including the statements and representations used in connection therewith, is false, misleading and deceptive.

PAR. 13. In the further course and conduct of their business and for the purpose of inducing the sale of Easy-On Speed Starch, respondents have advertised said product by means of a demonstration and various

statements used in connection therewith in television broadcasts transmitted by television stations located in various States of the United States and in the District of Columbia having sufficient power to carry such broadcasts across state lines.

Said demonstration and the statements used in connection therewith depict a woman spraying Easy-On Speed Starch on one side of a white shirt and another leading starch on the other side. Then hot irons are placed on the areas sprayed and when the irons are lifted, the area of the shirt area sprayed with Easy-On remains white while the area of the shirt sprayed with the other starch is scorched. The audio portion of the commercial says, in part, "We'll prove Easy-On Speed Starch, the no build-up starch is really different. Starches can build-up—cause scorching. But Easy-On has the special GE Silicone formula to prevent build-up—resist scorching. Now, look. What a difference! Easy-On resists scorching \* \* \*."

PAR. 14. Through the use of the demonstration and the statements and representations used in connection therewith, as set out in part in Paragraph Thirteen above, respondents represent and have represented, directly or by implication, that such demonstration is actual proof of the superiority of Easy-On Speed Starch over competitive products in preventing starch build-up and resisting scorching when the products are used in their intended manner.

PAR. 15. In truth and in fact, the aforesaid demonstration, including the statements and representations used in connection therewith, is not actual proof of the superiority of Easy-On Speed Starch over competitive products in preventing starch build-up and resisting scorching because in the demonstration, had the shirts been ironed in the normal and customary manner, no scorching would have taken place.

Therefore, the said demonstration, including the statements and representations used in connection therewith, is false, misleading and deceptive.

PAR. 16. The use by the respondents of the aforesaid demonstrations and the statements and representations used in connection therewith has had, and now has, the tendency and capacity to mislead and deceive a substantial portion of the purchasing public into the erroneous and mistaken belief that said demonstrations including the statements and representations used in connection therewith did and does constitute actual proof of the superiority of Easy-Off Window Cleaner, Easy-On Speed Starch, Aerowax floor wax, and Black Flag Ant and Roach Killer with Baygon, over competitive products, and to induce the purchase of a substantial quantity of American Home Products Corpora-

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tion's Easy-Off Window Cleaner, Easy-On Speed Starch, Aerowax floor wax and Black Flag Ant and Roach Killer with Baygon insecticide, because of such erroneous and mistaken belief.

PAR. 17. The aforesaid acts and practices of respondents, as herein alleged, were, and are, all to the prejudice and injury of the public and respondents' competitors and constituted, and now constitute, unfair and deceptive acts and practices and unfair methods of competition 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, and having duly considered the comments filed thereafter pursuant to Section 2.34(b) of its rules, now in further conformity with the procedure prescribed in Section 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 American Home Products Corporation 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 685 Third Avenue, in the city of New York, State of New York.

Respondent Cunningham & Walsh, 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 260 Madison 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 respondents, and the proceeding is in the public interest.

ORDER

I

*It is ordered,* That respondent American Home Products Corporation, a corporation, its successors and assigns and respondent's officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division or other device, in connection with the advertising, offering for sale, sale or distribution of (i) any ironing aid or fabric conditioner including Easy-On Speed Starch or any other household consumer commodity consumed or expended in the laundering, ironing or treatment of garments or other fabrics usually found in the house; (ii) any insecticide including Black Flag Ant & Roach Killer used in whole or in part within the house or any other household consumer commodity consumed or expended to control insects, pests or weeds or to fertilize earth in and around the house; (iii) any household consumer commodity consumed or expended to freshen or deodorize the air within the house or to light fires in and around the house; (iv) any product used to cool foods or beverages; (v) any household window cleaner including Easy-Off Liquid Window Cleaner or any household floor polish, including Aerowax Floor Wax; or (vi) any other household consumer commodity consumed or expended in cleaning, maintaining, repairing or polishing the house and its usual furnishings, fixtures or objects; or (vii) any aerosol shaving cream product; or (viii) any shoe care product; in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

Advertising any such consumer commodity by presenting or referring to a demonstration, test or experiment that appears or purports to be proof of any fact or product feature that is material to inducing the sale of the commodity, such as but not limited to comparative superiority of one commodity over another, when, in fact, such demonstration, test or experiment does not constitute actual proof thereof.

II

*It is further ordered,* That respondent Cunningham & Walsh, Inc., a corporation, its successors and assigns and respondent's officers, agents, representatives, and employees, directly or through any corpo-

ration, subsidiary, division or other device, in connection with the advertising, offering for sale, sale or distribution of (i) any ironing aid or fabric conditioner including Easy-On Speed Starch or any American Home Products Corporation household consumer commodity consumed or expended in the laundering, ironing or treatment of garments or other fabrics usually found in the house; (ii) any insecticide including Black Flag Ant & Roach Killer used in whole or in part within the house or any American Home Products Corporation household consumer commodity consumed or expended to control insects, pests or weeds or to fertilize earth in and around the house; (iii) any American Home Products Corporation household consumer commodity consumed or expended to freshen or deodorize the air within the house or to light fires in and around the house; (iv) any American Home Products Corporation product used to cool foods or beverages; (v) any household window cleaner including Easy-Off Liquid Window Cleaner; or (vi) any American Home Products Corporation household consumer commodity consumed or expended in cleaning, maintaining, repairing or polishing the house and its usual furnishings, fixtures or objects; or (vii) any American Home Products Corporation aerosol shaving cream product; or (viii) any American Home Products Corporation shoe care products; in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

Advertising any such consumer commodity by presenting or referring to a demonstration, test or experiment that appears or purports to be proof of any fact or product feature that is material to inducing the sale of the commodity, such as but not limited to comparative superiority of one commodity over another, when, in fact, such demonstration, test or experiment does not constitute actual proof thereof, and respondent knew or should have known that such was the case.

*It is further ordered,* That respondent corporations shall forthwith distribute a copy of this order to each of their operating divisions.

*It is further ordered,* That respondents notify the Commission at least thirty (30) days prior to any proposed change in the corporate respondent such as dissolution, assignment or sale resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries or any other change in the corporation which may affect compliance obligations arising out of the order.

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



Complaint

IN THE MATTER OF

REGAL WARE, INC., ET AL.

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

*Docket C-2299. Complaint, Oct. 6, 1972—Decision, Oct. 6, 1972.*

Consent order requiring a Kewaskum, Wisconsin, distributor and seller of cooking utensils, among other things to cease misrepresenting the nature and properties of its products; representing respondents' sales personnel as members of its advertising department; and representing its guarantees as unconditional without revealing, in advertising, any conditions to which they are subject.

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 Regal Ware, Inc., a corporation, and James D. Reigle, 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 Regal Ware, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of Wisconsin, with its principal office and place of business located at Kewaskum, Wisconsin.

Respondent James D. Reigle is an individual and officer of the corporate respondent. He formulates, directs and controls the acts and practices of the corporate respondent, including 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 distribution of stainless steel cookware and teflon coated aluminum cookware to dealers and distributors for resale to the public. The said cooking utensils are represented by respondents as utilizing the "waterless" method of cooking in which no water or a small amount of water is used depending upon the nature of the food to be cooked.

PAR. 3. In the course and conduct of their business as aforesaid, respondents now cause, and for some time last past have caused, their products, when sold, to be shipped from their place of business in the

State of Wisconsin to dealers, distributors and purchasers thereof located in various other States of the United States, and maintained, and at all times mentioned herein have maintained, 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, respondents have furnished and supplied to dealers and distributors and to the agents and representatives thereof, who sell said products to the public, various types of advertising literature, including, but not limited to, sales manuals, charts, leaflets, cookbooks and brochures.

The method of sale chiefly employed by said dealers, distributors, and their agents and representatives, is the display and demonstration of respondents' products accompanied by sales talks, the material for which has been supplied by respondents. Statements and representations made by said dealers and distributors and their agents and representatives are therefore, suggested by, and have expressed or implied approval of the respondents, and sales made in the course, or as a result of said sales talks, displays or demonstrations inure to the benefit of the respondents.

PAR. 5. In the further course and conduct of their business as aforesaid, respondents cause persons who respond to offers of free gifts seeking leads to prospective purchasers to be visited by respondents' salesmen. For the purpose of inducing sale of respondents' stainless steel cooking utensils, respondents through their said advertising material and through said dealers and distributors and their agents and representatives, as outlined in Paragraph Four herein, and otherwise, have represented directly and by implication that:

1. When their cooking utensils are covered for cooking, with the lids supplied therewith a vapor "seal" or "lock" is formed, and as a result no vapor loss occurs during the cooking of food in said utensils.

2. The use of respondents' cooking utensils will enable users to realize substantial savings in time spent in the kitchen.

3. The sales agents and representatives of respondents' dealers and distributors are members of respondents' advertising department, and that said persons are conducting an advertising campaign on behalf of the respondents and in regard to respondents' products.

PAR. 6. In truth and in fact:

1. The so-called vapor "seal" or "lock" formed by placing a cover or lid, on respondents' stainless steel cookware does not prevent all vapor loss during the cooking of food in said utensils.

2. The use of respondents' cooking utensils will not enable users to save any substantial amount of time, from the time spent daily in the kitchen in the cooking of food.

3. The agents and representatives of respondents' dealers and distributors who sell respondents' cooking utensils to the public are not members or employees of respondents' advertising department, nor are they conducting an advertising campaign on behalf of respondents. On the contrary, they are salesmen whose sole purpose is to sell such products to the public.

Therefore, the representations referred to in Paragraph Six hereinabove were and are false, misleading and deceptive.

PAR. 7. 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 materials with respect to their product guarantees.

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

**FULLY GUARANTEED**

A written guarantee by the manufacturer is included with each set.

PAR. 8. 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 that their products are guaranteed without any conditions or limitations.

PAR. 9. In truth and in fact, respondents' guarantees of their products are subject to conditions and limitations which are not revealed in their advertised guarantees. Typical and illustrative of such conditions, but not all inclusive thereof are :

- (a) The nature and extent of the guarantee is not revealed; and
- (b) The identity of the guarantor and the manner in which the guarantor will perform under the guarantee is not revealed.

PAR. 10. In the course and conduct of their business, at all times mentioned herein, respondents have been in substantial competition with corporations, firms and individuals likewise engaged in the business of selling and distributing cooking utensils of the same general kind and nature as those sold by respondents.

PAR. 11. The use by respondents of the aforesaid false, misleading and deceptive statements, representations and practices, has had, and now has, the tendency and capacity to mislead and deceive 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. 12. 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 Chicago Regional Office 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 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 Section 2.34(b) of its rules, the Commission hereby issues its complaint, makes the following jurisdictional findings, and enters the following order:

1. Respondent Regal Ware, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of Wisconsin, with its office and principal place of business located at Kewaskum, Wisconsin.

Respondent James D. Reigle is an officer of said corporation. He formulates, directs and controls the policies, acts and practices of said corporation and his address is the same as that of the corporate respondents.

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

## ORDER

*It is ordered,* That respondents Regal Ware, Inc., a corporation, its successors and assigns and officers, and James D. Reigle, individually and as an officer of said corporation, and respondents' officers, agents, representatives and employees directly or through any corporation, subsidiary, division or other device, in connection with the offering for sale, sale, distribution or advertising of stainless steel or aluminum cookware, coated or uncoated, presently in respondents' line of products, or any other cookware products of substantially similar properties which they may offer for sale in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing, directly or by implication, orally or in writing, that:

(a) When their cooking utensils are covered with the lids supplied therefor, a vapor "seal" or "lock" is formed or that no vapor loss occurs during the cooking of food in said utensils, except that such representations may be used when expressly limited to that portion of the cooking time after the heat is turned down in the method of cooking recommended by respondents.

(b) The use of said cookware products will enable users to realize substantial savings in time spent in the kitchen in connection with the cooking of food.

(c) The sales agents and representatives of respondents' dealers, distributors and franchisees are members of respondents' advertising department; that such persons are conducting an advertising campaign, or that such persons are other than salesmen whose purpose is to sell said cookware products.

2. Representing, directly or by implication, orally or in writing, that any product or service is guaranteed unless:

(a) The nature and extent of the guarantee, the identity of the guarantor, and the manner in which the guarantor will perform thereunder are clearly and conspicuously disclosed, and

(b) The guarantor does in fact perform all of the actual and represented obligations under the terms of the guarantee.

3. Failing to disclose, clearly and conspicuously, in offers of free gifts or other promotional offers seeking leads to prospective purchasers of cookware products which are sold through sales representatives, that prospective purchasers may be visited by sales representatives.

4. Supplying to or placing in the hands of any distributor, dealer, franchisee or salesman, brochures, sales manuals, charts, pamphlets, or any other advertising material which are displayed or may be displayed to the purchasing public which contain any of the representations prohibited in Paragraphs 1, 2 and 3 hereof.

5. Failing to deliver a copy of this order to cease and desist to all of respondents' present and future salesmen, distributors, dealers and franchisees engaged in the sale of respondents' cookware products, and failing to secure from such persons a signed statement acknowledging receipt of said order.

*It is further ordered,* That the aforesaid respondents shall direct all of respondents' salesmen, distributors, dealers or franchisees possessing respondents' products to remove and destroy all brochures, sales manuals, flip-charts, pamphlets, or any other advertising material which are displayed, or may be displayed, to the purchasing public which contain any of the representations or practices prohibited in Paragraphs 1, 2 and 3 hereof; and in the event any such salesman, distributor, dealer or franchisee refuses to, or does not, cooperate fully with respondents in this regard, respondents shall in that event cease to furnish and supply such salesman, distributor, dealer or franchisee their products for resale to the public until such time as he does so cooperate.

*It is further ordered,* That respondents notify the Commission at least thirty (30) days prior to any proposed change in the corporate respondent such as dissolution, assignment, or sale resulting in the emergence of a successor corporation, the creation or dissolution of a subsidiary or any other change in the corporation which may affect compliance obligations arising out of the order; *Provided, however,* that if respondents do not have thirty (30) days lead time between proposal of such change and its consummation, respondents shall notify the Commission thereof at the earliest feasible time before consummation and any entity which may succeed to any part of the business covered by this order will have been advised of every provision of this order and will have agreed to be bound thereby.

*It is further ordered,* That 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.