

Commission a report setting forth in detail the manner and form in which it has complied and is complying with Paragraphs III and VII of this order.

## IX.

*It is further ordered*, That PepsiCo shall notify the Commission at least thirty (30) days prior to any proposed change in its corporate structure, 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 this order.

IN THE MATTER OF  
BATON ROUGE ATHLETIC CLUB AND HEALTH SPA, INC., ET  
AL.

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

*Docket C-2487. Complaint, Jan. 28, 1974—Decision, Jan. 28, 1974*

Consent order requiring two Baton Rouge, La., health spas to warn clearly that any body wrapping device or treatment offered by them may be dangerous to health, and that prospective users should seek a physician's advice before using any such wrap.

*Appearances*

For the Commission: *Thomas J. Daquila.*

For the respondents: *William H. Cooper, Baton Rouge, La.*

## 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 Baton Rouge Athletic Club and Health Spa, Inc. (formerly Baton Rouge Health Club Management, Inc.), and Baton Rouge Health Club Management, Inc., Number Two, corporations, and Guy M. Bellelo and Raymond K. Roy, individually and as officers of the said corporations, hereinafter referred to as respondents, have violated the provisions of the said Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues its complaint stating its charges in that respect as follows:

PARAGRAPH 1. Respondent Baton Rouge Athletic Club and Health Spa, Inc. (formerly Baton Rouge Health Club Management, Inc.) is a corporation organized and engaged in business under and by virtue of

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the laws of the State of Louisiana with its office and principal place of business located at 4109 Choctaw Road, in the city of Baton Rouge, State of Louisiana and respondent Baton Rouge Health Club Management, Inc., Number Two, is a corporation organized and engaged in the business under and by virtue of the laws of the State of Louisiana with its office and principal place of business located at 4820 Government Street, in the city of Baton Rouge, State of La.

Respondent Guy M. Bellelo is the president of Baton Rouge Athletic Club and Health Spa, Inc. (formerly Baton Rouge Health Club Management, Inc.) He formulates, directs and controls the policies, acts and practices of said corporation, including the acts and practices hereinafter set forth. His address is the same as that of the said corporation.

Respondent Raymond K. Roy is the president of Baton Rouge Health Club Management, Inc., Number Two. He formulates, directs and controls the policies, acts and practices of said corporation, including the acts and practices hereinafter set forth. His address is the same as that of the said corporation.

PAR. 2. Respondents are now, and for some time last past, have been engaged in the advertising, offering for sale and sale to the public of health spa memberships, and related services and products including a certain device and treatment called the "Shapely Wrap," which is designed to reduce body measurements. The respondents' "shapely wrap" device and treatment entails the application of a body wrap material soaked in a solution around an individual's body.

PAR. 3. In the course and conduct of their said business, respondents have disseminated, and caused the dissemination of, certain advertisements concerning their said "shapely wrap" device and treatment, by various means in commerce, as "commerce" is defined in the Federal Trade Commission Act, including, but not limited to, advertisements inserted in newspapers of interstate circulation, for the purpose of inducing and which were likely to induce, directly or indirectly, the purchase of said "shapely wrap" device and treatment; and have disseminated, and caused the dissemination of advertisements concerning said "shapely wrap" device and treatment by various means, including but not limited to the aforesaid media, for the purpose of inducing and which were likely to induce, directly or indirectly, the purchase of said "shapely wrap" device and treatment in commerce as "commerce" is defined in the Federal Trade Commission Act; and, at all times mentioned herein have maintained a substantial course of trade in commerce, as "commerce" is used in Sections 5 and 12 of the Federal Trade Commission Act.

PAR. 4. The respondents' "shapely wrap" device and treatment may

cause injury to individuals with diabetes, varicose veins, phlebitis, or other circulatory problems.

PAR. 5. The respondents do not obtain the services of medical doctors to examine their members or customers prior to the application of the "shapely wrap" device and treatment to such members or customers.

PAR. 6. The respondents' said advertisements have not contained any warnings as to the aforementioned possibilities of personal injury. Thus, the advertisements tend to lead to an assumption by the public that the "shapely wrap" device and treatment are safe.

PAR. 7. The respondents have not given any oral or other warnings of the aforementioned possibility of personal injury prior to the application of the "shapely wrap" device and treatment to individuals. Thus, the absence of such warnings tends to lead to an assumption by such individuals that the "shapely wrap" device and treatment are safe.

PAR. 8. The respondents' failure to disclose the material facts of the aforesaid possibilities of personal injury involved in the use of the "shapely wrap" device and treatment constituted and now constitutes false, misleading and deceptive advertisement and has had and now has, the capacity and tendency to mislead members of the purchasing public into the erroneous and mistaken belief that said advertisements are true and complete, and into the purchase of health spa memberships, and related services and products by reason of said erroneous and mistaken belief.

PAR. 9. In the course and conduct of their aforesaid business, and at all times mentioned herein, respondents have been, and are now, in substantial competition in commerce with corporations, firms, and individuals who sell health spa memberships, and related services and products of the same general kind and nature as those sold by respondents.

PAR. 10. The aforesaid acts and practices of respondents, as herein alleged, were and are all to the prejudice and injury of the public and of respondents' competitors, and constituted, and now constitute, unfair methods of competition, and unfair and deceptive acts and practices in commerce, in violation of Sections 5 and 12 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 New Orleans Office proposed to present to the Commission for its consideration and which, if issued by

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the Commission, would charge respondents with violation of the Federal Trade Commission Act; and

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

The Commission having thereafter considered the matter and having determined that it had reason to believe that the respondents have violated the said Act, and that complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such agreement on the public record for a period of thirty (30) days, now in further conformity with the procedure prescribed in 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 Baton Rouge Athletic Club and Health Spa, Inc. (formerly Baton Rouge Health Club Management, Inc.) is a corporation organized, existing and doing business under and by virtue of the laws of the State of Louisiana, with its principal office and only place of business located at 4109 Choctaw Road, Baton Rouge, La., and respondent Baton Rouge Health Club Management, Inc., Number Two is a corporation organized, existing and doing business under and by virtue of the laws of the State of Louisiana, with its principal office and only place of business located at 4820 Government Street, Baton Rouge, La.

Respondent Guy M. Bellelo is the president of Baton Rouge Athletic Club and Health Spa, Inc. (formerly Baton Rouge Health Club Management, Inc.) He formulates, directs and controls the acts and practices of said corporation, including the acts and practices hereinafter set forth. His address is the same as that of said corporation.

Respondent Raymond K. Roy is the president of Baton Rouge Health Club Management, Inc., Number Two. He formulates, directs and controls the acts and practices of said corporation, including the acts and practices hereinafter set forth. 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 Baton Rouge Athletic Club and Health Spa, Inc. (formerly Baton Rouge Health Club Management, Inc.) and Baton Rouge Health Club Management, Inc., Number Two, corporations, and Guy M. Bellelo and Raymond K. Roy, individually and as officers of said corporations, their successors and assigns, and respondents' 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 health spa memberships, related services or products in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Advertising, offering for sale, or selling, any body wrapping device, procedure, method, treatment or service unless each advertisement and sales presentation clearly and conspicuously includes the following warning:

**WARNING**—Body wrapping may be dangerous to your health. You should seek the advice of your physician before using any such wrap. If dizziness, swelling, skin irritation or other symptom occurs, use should be discontinued immediately.

Said "Warning" shall be oral in cases of oral presentations and in writing in cases of written presentations.

In advertisements in newspapers or other periodicals, said "Warning" shall be printed in at least eleven point type.

2. Failing to conspicuously disclose the "Warning" stated above in Subsection 1 to each prospective user of any body wrapping device, procedure, method, treatment or service, reasonably prior to such persons entering into an agreement for the purchase and/or use of such device, procedure, method, treatment or service by:

- (a) Delivering to each such person a card 5 inches by 8 inches on which is printed said "Warning" and nothing else with the captioned word "WARNING" printed in 18 point bold face type and the other language of said "Warning" in 11 point type.

- (b) Posting in a prominent place at all locations where offers of sale, sales or uses of said body wrapping device, procedure, method, treatment or service take place, a sign on which is printed said "Warning" and nothing else, with the captioned word "WARNING" printed in letters 2 inches high and with the other language in letters one inch high.

3. Failing to obtain from each prospective user of any body wrapping device, procedure, method, treatment or service a signed

and dated statement receipting for the "Warning" card delivered pursuant to Subsection 2(a) above.

4. Failing to maintain for a period of two (2) years said signed and dated receipts and other adequate records from which respondents' compliance with the requirements of this order can be ascertained, and to permit the inspection and copying thereof by Commission representatives.

5. Failing to deliver a copy of this order to cease and desist to all persons now engaged, or who become engaged, in the advertising or sale of respondents' health spa memberships, services or products, and failing to secure from each said person a signed statement acknowledging receipt of said order.

*It is further ordered,* That respondents notify the Commission at least thirty (30) days prior to any proposed change in the corporate respondents, such as dissolution, assignment or sale, resultant 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 each individual respondent named herein promptly notify the Commission of the discontinuance of his present business or employment and of his affiliation with a new business or employment. Such notice shall include respondent's current business address and a statement as to the nature of the business or employment in which he is engaged as well as a description of his duties and responsibilities.

*It is further ordered,* That respondents 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 the order to cease and desist contained herein.

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IN THE MATTER OF

SHERWOOD SWAN AND COMPANY TRADING AS SWAN'S, ETC.,  
ET AL.

CONSENT ORDER, ETC., IN REGARD TO THE ALLEGED VIOLATIONS  
OF THE TRUTH IN LENDING AND THE FEDERAL TRADE COMMIS-  
SION ACTS

*Docket C-2488. Complaint, Jan. 28, 1974—Decision, Jan. 28, 1974*

Consent order requiring an Oakland, Calif., company, doing business as a department store, and as a finance company, among other things to cease violating the Truth in Lending Act by failing to disclose to consumers, in connection with the extension of consumer credit, such information as required by Regulation Z of the said Act.

*Appearances*

For the Commission: *Harold G. Sodergren.*

For the respondents: *Robert Wahrhaftig, Oakland, Calif.*

## COMPLAINT

Pursuant to the provisions of the Truth in Lending Act and the implementing regulation promulgated thereunder and the Federal Trade Commission Act, and by virtue of the authority vested in it by said Acts; the Federal Trade Commission, having reason to believe that Sherwood Swan and Company, a corporation doing business as Swan's, and Sherwood Swan Co., a corporation, and Edward G. Morin, individually and as an officer of said corporations, and Sherley Swan Ketsdever, individually and as an officer of Sherwood Swan Co., hereinafter referred to as respondents, have violated the provisions of said Acts and implementing regulation, 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 Sherwood Swan and Company is a corporation organized, existing, and doing business under and by virtue of the laws of the State of California, with its principal office and place of business located at 933 Washington Street, Oakland, Calif.

Respondent Sherwood Swan Co., a wholly-owned subsidiary of respondent Sherwood Swan and Company, is a corporation organized, existing, and doing business under and by virtue of the laws of the State of California, with its principal office and place of business located at 933 Washington Street, Oakland, Calif.

Respondent Edward G. Morin is an officer of the named corporate respondents, and Sherley Swan Ketsdever is an officer of Sherwood Swan Co. They formulate, direct and control the acts and practices of the corporate respondents including the acts and practices hereinafter set forth. Their addresses are the same as that of the corporate respondents.

PAR. 2. Respondent Sherwood Swan and Company doing business as Swan's, is now, and for some time last past has been engaged in the operation of a department store and in the advertising, offering for sale, sale and distribution of various articles of merchandise to the public at retail.

Respondent Sherwood Swan Co. is now, and for some time last past has been, engaged, as a finance company, in offering to customers applying for credit, coupon books in denominations from \$15 to \$300, the coupons in which are exchangeable for merchandise at the department store of respondent Sherwood Swan and Company. Respondent sells these coupon books on an other than open-end credit basis by means of a

retail installment credit coupon book contract, hereinafter referred to as the coupon book contract. Customers who sign a coupon book contract receive a coupon book and are obligated to pay to respondent, in equal monthly installments, the cash price of the coupon book, plus the finance charges computed in accordance with the provisions of the California Small Loan Law.

PAR. 3. In the ordinary course and conduct of their business as aforesaid, respondents regularly extend, and for some time last past have regularly extended, consumer credit as "consumer credit" is defined in Regulation Z, the implementing regulation of the Truth in Lending Act, duly promulgated by the Board of Governors of the Federal Reserve System.

PAR. 4. Subsequent to July 1, 1969, respondents, in the ordinary course of business as aforesaid, and in connection with their credit sales, as "credit sale" is defined in Regulation Z, have caused and are causing customers to execute the coupon book contract. Respondents do not provide these customers with any other consumer credit cost disclosures.

By and through the use of the coupon book contract, respondents:

1. Fail to use the term "amount financed" to describe the amount of credit extended, as required by Section 226.8(c) (7) of Regulation Z.
2. Fail to disclose the sum of all charges required by Section 226.4 of Regulation Z to be included in the finance charge, and to describe that sum as the "finance charge," as required by Section 226.8(c) (8) (i) of Regulation Z.
3. Fail to disclose the sum of the payments scheduled to repay the indebtedness, and to describe the sum as the "total of payments," as required by Section 226.8 (b) (3) of Regulation Z.
4. Fail to disclose the number and amount of payments scheduled to repay the indebtedness, as required by Section 226.8(b) (3) of Regulation Z.

PAR. 5. Pursuant to Section 103(q) of the Truth in Lending Act, respondents' aforesaid failures to comply with the provisions of Regulation Z constitute violations of that Act and, pursuant to Section 108 thereof, respondents have thereby violated 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 San Francisco 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, the Truth in Lending Act, and the regulations promulgated under the Truth in Lending Act; and

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

The Commission having thereafter considered the matter and having determined that it had reason to believe that the respondents have violated the said Acts, 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 Sherwood Swan and Company is a corporation organized, existing, and doing business under and by virtue of the laws of the State of California, with its principal office and place of business located at 933 Washington Street, Oakland, Calif.

Respondent Sherwood Swan Co., a wholly-owned subsidiary of respondent Sherwood Swan and Company, is a corporation organized, existing, and doing business under and by virtue of the laws of the State of California, with its principal office and place of business located at the above stated address.

Respondent Edward G. Morin is an officer of both said corporations, and Sherley Swan Ketsdever is an officer of Sherwood Swan Co. They formulate, direct and control the acts and practices of the said corporations and their address is the same as that of the said corporations.

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 Sherwood Swan and Company, a

corporation; Sherwood Swan Co., a corporation; their successors and assigns, and their officers, and Edward G. Morin, individually and as an officer of said corporations, and Sherley Swan Ketsdever, individually and as an officer of said Sherwood Swan Co., and respondents' agents, representatives and employees, directly or through any corporation, subsidiary, division or other device (hereinafter, in this and other paragraphs of this order, referred to as "respondents"), in connection with any extension or arrangement of consumer credit or advertisement to aid, promote, or assist directly or indirectly any arrangement or extension of consumer credit, as "consumer credit" and "advertisement" are defined in Regulation Z (12 C.F.R. § 226) of the Truth in Lending Act (Pub. L. 90-321, 15 U.S.C. 1601 *et seq.*), do forthwith cease and desist from:

1. Failing to use the term "amount financed" to describe the amount of credit extended, as required by Section 226.8(c) (7) of Regulation Z.

2. Failing to disclose the sum of all charges required by Section 226.4 of Regulation Z to be included in the finance charge, and to describe that sum as the "finance charge," as required by Section 226.8(c) (8) (i) of Regulation Z.

3. Failing to disclose the sum of the payments scheduled to repay the indebtedness, and to describe the sum as the "total of payments," as required by Section 226.8(b) (3) of Regulation Z.

4. Failing to disclose the number and amount of payments scheduled to repay the indebtedness, as required by Section 226.8(b) (3) of Regulation Z.

5. Failing in any consumer credit transaction or advertisement to make all disclosures determined in accordance with Sections 226.4 and 226.5 of Regulation Z, at the time and in the manner, form, and amount required by Sections 226.6, 226.8 and 226.10 of Regulation Z.

*It is further ordered,* That respondents deliver a copy of this order to cease and desist to each operating division and to all present and future personnel of respondents engaged in the consummation of any extension of consumer credit, and that respondents secure a signed statement acknowledging receipt of said order from each such person.

*It is further ordered,* That respondents notify the Commission at least thirty (30) days prior to any proposed change in either of the corporate respondents, such as dissolution, assignment, or sales, 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 the individual respondents named herein

promptly notify the Commission of the discontinuance of their present business or employment and of their affiliation with a new business or employment. Such notice shall include respondents' current business address and a statement as to the nature of the business or employment in which they are engaged as well as a description of their duties and responsibilities.

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

IN THE MATTER OF

GIMBEL BROTHERS, INC.

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

*Docket 8885. Complaint, May 8, 1972—Decision, Jan. 30, 1974*

Consent order requiring a leading department store headquartered in New York City, among other things to cease entering into or enforcing agreements, including lease agreements, enabling it to control the identity, size or location of other retailers in shopping centers.

*Appearances*

For the Commission: *Barbara B. Wiggs, Anthony Joseph, David Wilson, Kenneth Ross.*

For the respondent: *Solinger & Gordon, New York, N.Y.*

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act (15 U.S.C. Section 41, *et seq.*) and by virtue of the authority vested in it by said Act, the Federal Trade Commission, having reason to believe that the corporation named as respondent in the caption hereof, and more particularly designated and described hereinafter, has violated and is now violating the provisions of Section 5 of the Federal Trade Commission Act as amended, and it appearing to the Commission that a proceeding by it in respect thereof is in the public interest, hereby issues its complaint, stating the following:

PARAGRAPH 1. For the purpose of this complaint the following definitions shall apply:

(a) The term "regional shopping center" means a planned development of retail outlets serving the general public, in an approximately defined trading area and containing one or more major tenants.

(b) The term "major tenant" means a full-line department store,

providing primary drawing power for a regional shopping center.

(c) The term "satellite tenants" means any commercial occupant of a shopping center not a major tenant.

(d) The term "trading area" means the geographic bounds within which tenants of a regional shopping center derive the predominance of their customers.

PAR. 2. Respondent Gimbel Brothers, Inc. [hereinafter referred to as Gimbels] 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 33rd Street & Broadway, New York, N.Y. Gimbels and its wholly-owned subsidiary, Saks Fifth Avenue [hereinafter referred to as Saks], are engaged in the operation of chain retail stores, including full-line department stores and high-style women's specialty stores.

In fiscal 1970, Gimbels was one of the nation's leading department store concerns with sales in excess of \$715 million and 30 stores, approximately 13 of which are located in regional shopping centers throughout the nation. Its wholly-owned subsidiary Saks, has about 29 stores in the United States, some of which are also in regional shopping centers. Sales in suburban stores represent a growing share of the company's total sales volume, accounting for 26.7 percent of total sales in 1960, 44.8 percent in 1969 and 46.7 percent in 1970.

PAR. 3. In the course and conduct of its business, respondent has engaged and is now engaged in commerce, as "commerce" is defined in the Federal Trade Commission Act. Respondent purchases for resale a great variety of consumer products from a large number of suppliers located throughout the United States. Respondent causes these products, when purchased by it, to be transported from the place of manufacture or purchase to its business establishments located in N.Y., N.J., Pa., Wis. and other states. Such products have been and are advertised and offered for sale by respondent in newspapers circulated among and between the several states of the nation.

PAR. 4. The movement of population, and particularly the higher income segment of the population, from the central city to the suburbs, has precipitated the growth of shopping centers in suburban areas. In 1960, there were approximately 4,500 shopping centers in the United States; their number now exceeds 13,000 and is projected to reach 21,000 by 1980. In 1970, retail sales in shopping centers amounted to \$118 billion and accounted for 33.2 percent of all United States retail sales. Retail sales in shopping centers are projected to reach \$200 billion by 1980.

Regional shopping centers are the most economically significant type of shopping center. They reproduce to a substantial extent the retail

facilities once available only in downtown business districts, and are displacing and replacing the central, downtown business district as primary outlets for retail distribution of goods and services. Full-line department store operators, including respondent herein, have recognized the potential business opportunities presented by the expanding suburban markets and have, in recent years, taken steps to establish themselves in regional shopping centers.

PAR. 5. Except to the extent that competition has been hindered, frustrated and eliminated as set forth in this complaint, corporate respondent, in the course and conduct of its business of offering for sale and selling household goods, home furnishings, apparels and services, has been and is in substantial competition with other corporations, individuals and partnerships in the retail sale of the same or comparable brands of merchandise carried and sold by respondent.

PAR. 6. In recent years, Gimbels has entered into approximately twenty-four lease agreements for the establishment of full-line department stores and high-style specialty shops with shopping center developers. During the course of negotiating such lease agreements the developers have acceded to respondent's demands for certain types of restrictive covenants or provisions designed to protect it from certain types of competition. As of January 31, 1970, over twenty of respondent's lease agreements contain restrictive provisions. Such lease provisions, authorize Gimbels to control and determine the admission of those seeking to occupy space in the following shopping centers: North Hills Shopping Center, Ross Township, Pa.; Eastland Shopping Center, Versailles Township, Pa.; South Hills Shopping Center, Upper St. Clair, Pa.; Monroeville Shopping Center, Monroeville, Pa.; Southgate Shopping Center, Milwaukee, Wis.; Mayfair Shopping Center, Milwaukee, Wis.; Cross County Shopping Center, Yonkers, N. Y.; Moorestown Center, Moorestown, N. J.; Green Acre Shopping Center, Valley Stream, N. Y., and other shopping centers located in various parts of the United States. The restrictive provisions further control conditions affecting tenants in the aforesaid shopping centers.

PAR. 7. In the course and conduct of its business, Gimbels is and has been engaged in unfair methods of competition and unfair acts or practices in commerce, in that it has caused the inclusion and enforcement of lease provisions which suppress, restrict, restrain, hinder, lessen, prevent and foreclose competition in the retail distribution of goods and services in, among others, the following metropolitan trading areas: Pittsburgh, Pa.; Philadelphia, Pa.; Milwaukee, Wis.; and Long Island, N. Y. Said lease provisions include the following:

- (a) The right to disapprove other tenant leases;
- (b) The right to limit the floor space available to other tenants;

