

its acceptance of this agreement and so notify proposed respondents, in which event it will take such action as it may consider appropriate or issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.

5. This agreement is for settlement purposes only and does not constitute an admission by proposed respondents that the law has been violated as alleged in the draft complaint, or that the facts as alleged in the draft complaint, other than the jurisdictional facts, are true.

6. This agreement contemplates that if it is accepted by the Commission, and if such is accepted by the Commission

accounting of amounts that were not refunded to consumers, for whatever reason. Any amount not refunded to consumers shall be deposited with the United States Treasury as disbursement. No portion of this payment to the United States Treasury shall be de

respect to any proposed change in the corporation or business entity about which a respondent learns less than thirty (30) days prior to the date such action is to take place, such respondent shall notify the Commission as soon as is practicable after obtaining such knowledge. Unless otherwise directed by a representative of the Commission, all notices required by this Part shall be sent by overnight courier (not the U.S. Postal Service) to the Associate Director of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580, with a copy to the Director of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580.

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DAVID C. VLADECK
Director
Bureau of Consumer Protection