

UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION

_____)
)
In the Matter of)
)
Universal Appliances, Kitchens, and Baths, Inc.,)
d/b/a universal-akb.com,)
a corporation.)
)
_____)

FILE NO. 102 3042

AGREEMENT CONTAINING
CONSENT ORDER

The Federal Trade Commission (“FTC” or “Commission”) has conducted a investigation of certain acts and practices of Universal Appliances, Kitchens, and Baths, Inc., d/b/a universal-akb.com (“Respondent”). Respondent, having been represented by counsel, is

Commission that:

1. Respondent Universal Appliances, Ki

c. All rights to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement.

4. This ag

month. Respondent shall make these installment payments by electronic fund transfer to the Treasurer of the United States, pursuant to a procedure to be specified by Commission staff in writing.

B. To secure performance of Respondent's obligations under this Section and payment in full of the penalty, Respondent has provided to the Commission security interests as set forth in the Security Agreement attached hereto as Appendix A and incorporated herein as if fully set forth verbatim.

C. Respondent represents and acknowledges that the Commission is relying on:

1. Respondent's material representations that it is the sole owner of the inventory set forth in the Security Agreement, and such inventory is not encumbered by any lien, assignment, pledge, security interest, or other interest; and

2. The truthfulness, accuracy and completeness of Respondent's financial condition, as represented in Respondent's sworn financial statements, submitted to the Commission on May 19, 2010, along with Respondent's supporting financial documents (collectively, "Financial Statements.")

D. In the event of any default by Respondent in making any monthly installment payment or satisfying any of its obligations under this Order, or, upon motion by the Commission, a Court finds that Respondent failed to disclose any material asset or materially misstated the value of any asset in the Financial Statements or made any other material misstatement or omission in the Financial Statements, the penalty shall immediately become due and payable in its entirety and the Commission shall be entitled to enforce and pursue any and all other remedies available to it at law or equity. Further, interest on the penalty shall accrue, computed pursuant to 28 U.S.C. § 1961.

E. Respondent relinquishes all dominion, control, and title to the funds deposited pursuant to this Order to the fullest extent permitted by law. Respondent shall make no claim to or demand for return of the funds, directly or indirectly, through counsel or otherwise.

F. The monetary payment required by this Order represents a civil penalty owed to the Commission, is not compensation for actual pecuniary loss, and, therefore, is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a). Respondent agrees that the facts as alleged in the Complaint filed in this action shall be taken as true, without further proof, in any subsequent civil litigation filed by or on behalf of the Commission solely to enforce its rights to any payment or money judgment pursuant to this Order. Nothing in this Order shall have preclusive or preclusive effect as to any claim or issue asserted by any third party in any other proceeding.

Signed this _____ day of January 2011

Universal Appliances, Kitchens, and Baths, Inc.,
d/b/a UniversalKB.com

By: _____
Igor Royz, President
Universal Appliances, Kitchens, and Baths, Inc.

Michael A. Thurman
Loeb & Loeb LLP