

UNITED STATES OF AMERICA  
FEDERAL TRADE COMMISSION

COMMISSIONERS: Jon Leibowitz, Chairman  
Edith Ramirez  
Julie Brill  
Maureen K. Ohlhausen  
Joshua D. Wright

_____ )	
In the Matter of )	File No. 122 3063
DRJAYS.COM, INC., )	
a corporation. )	AGREEMENT CONTAINING
_____ )	CONSENT ORDER

The Federal Trade Commission (“Commission”) conducted an investigation of certain acts and practices of DrJays.com, Inc. (“proposed respondent”). Proposed respondent, represented by counsel, is willing to enter into an agreement containing a consent order resolving the allegations contained in the attached draft complaint. Therefore,

**IT IS HEREBY AGREED** by and between DrJays.com, Inc., by its duly authorized officers, and counsel for the Federal Trade Commission that:

1. Proposed respondent DrJays.com, Inc., is a New York corporation with its principal office or place of business at 853 Broadway, Suite 1900, New York, N.Y. 10003.
2. Proposed respondent admits all the jurisdictional facts set forth in the draft complaint.
3. Proposed respondent waives:
  - A. Any further procedural steps;
  - B. The requirement that the Commission’s decision contain a statement of findings of fact and conclusions of law; and
  - 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 agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, it, together with the draft complaint, will be placed on the public record for a period of thirty (30) days and information about it publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify proposed respondent, 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. Proposed respondent neither admits nor denies the allegations in the draft complaint, other than jurisdictional facts, merely by entering into this agreement.
6. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondent, (1) issue its complaint corresponding in form and substance with the attached draft complaint and its decision containing the following order in disposition of the proceeding, and (2) make information about it public. When so entered, the order shall have the same force and effect and may be altered, modified, or set aside in the same manner and within the same time provided by statute for other orders. The order shall become final upon service. Delivery of the complaint and the decision and order to proposed respondent's address as stated in this agreement by any means specified in Section 4.4(a) of the Commission's Rules shall constitute service. Proposed respondent waives any right it may have to any other manner of service. The complaint may be used in construing the terms of the order. No agreement, understanding, representation, or interpretation not contained in the order or in the agreement may be used to vary or contradict the terms of the order.
7. Proposed respondent has read the draft complaint and consent order. It understands that it may be liable for civil penalties in the amount provided by law and other appropriate relief for each violation of the order after it becomes final.

## **ORDER**

### **DEFINITIONS**

For purposes of this order, the following definitions shall apply:

1. "Respondent" shall mean DrJays.com, Inc., its successors and assigns, subsidiaries and divisions, and their officers, agents, representatives, and employees.
2. "Commerce" shall mean commerce among the several States or with foreign nations, or in any Territory of the United States or in the District of Columbia, or between any such Territory and another, or between any such Territory and any State or foreign nation, or between the District of Columbia and any State or Territory or foreign nation.
3. "Covered product" shall mean any article of clothing or covering for any part of the body that (a) is made in whole or in part of fur or used fur or (b) respondent advertises as containing fake or faux fur.
4. "Fur" shall mean any animal skin or part thereof with hair, fleece, or fur fibers attached thereto, either in its raw or processed state, but shall not include such skins as are to be

converted into leather or which in processing shall have the hair, fleece, or fur fiber completely removed.

5. "Fur product" shall mean any article of clothing or covering for any part of the body made in whole or in part of fur or used fur.

I.

IT IS ORDERED that, subject to the guaranty provisions of the Fur Products Labeling Act ("Fur Act"), 15 U.S.C. § 69 *et seq.* and the Rules and Regulations Under the Fur Products Labeling Act ("Fur Rules"), 16 C.F.R. Part 301, Respondent, directly or through any person, partnership, corporation, subsidiary, division, trade name, or other device, in connection with the labeling, advertising, promotion, offering for sale, sale, or distribution of any fur product in any advertisement disseminated through the mail, on any website, or in any catalog, in or affecting commerce, is hereby permanently restrained and enjoined from engaging in, causing other persons to engage in, or assisting other persons to engage in, violations of the Fur Act and the Fur Rules, including, but not limited to, falsely or deceptively advertising any fur product by misrepresenting or failing to disclose:

- A. That the fur in any fur product is faux or fake;
- B. The name or names (as set forth in the Fur Products Name Guide, 16 C.F.R. § 301.0) of the animal or animals that produced the fur, and such qualifying statement as may be required pursuant to 15 U.S.C. § 69e(c);
- C. That the fur is used fur or that the fur product contains used fur when such is the fact;
- D. That the fur product or fur is bleached, dyed, or otherwise artificially colored fur when such is the fact;
- E. That the fur product is composed in whole or in substantial part of paws, tails, bellies, or waste fur when such is the fact; and
- F. The name of the country of origin of any imported furs or those contained in the fur product.

Provided that, in the event the Fur Act or Fur Rules are amended or modified:

1. Respondent shall comply fully and completely with all applicable requirements thereof, on and after the effective date of any such act or rule; and
- 2.

the manufacturer about that product, and (3) does not sell the product as a private label product, then Respondent shall be liable for a

#### IV.

IT IS FURTHER ORDERED that Respondent shall notify the Commission in connection with compliance with this order as follows:

- A. At least thirty (30) days prior to any change in the corporation that may affect compliance obligations arising under this order, including, but not limited to, a dissolution, assignment, sale, merger, or other action, that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. **Provided**that, with resp

