

are therefore enclosing a refund check payable to your order in the amount of \$\_\_\_\_\_ which represents the amount you were inadvertently overcharged.

[In addition, your future monthly payments have been recalculated and, starting immediately, your monthly payments will be \$\_\_\_\_\_.]

We hope that your experience with Great Expectations has been a positive one and hope that you will feel free to notify us if there is anything we can do for you. We regret any inconvenience this may have caused you.

Very truly yours,

[signed]

### **Analysis of Proposed Consent Order To Aid Public Comment**

The Federal Trade Commission has accepted an agreement to a proposed consent order from respondent G.E.C.H., Inc. ("GE Cherry Hill").

The proposed consent order has been placed on the public record for sixty (60) days for reception of comments by interested persons. Comments received during this period will become part of the public record. After sixty (60) days, the Commission will again review the agreement and the comments received and will decide whether it should withdraw from the agreement or make final the agreement's proposed order.

The complaint alleges the GE Cherry Hill, as a creditor under the Truth in Lending Act ("TILA"), has violated the TILA and its implementing Regulation Z. Specifically, the TILA requires creditors to make clear and consistent disclosures of the credit terms in a financed transaction. GE Cherry Hill failed to accurately calculate and disclose the annual percentage rate ("APR"), which resulted in some consumers paying more in interest charges than the franchise disclosed. The complaint further alleges that this practice is unfair or deceptive in violation of the Federal Trade Commission Act.

Additionally, the complaint alleges that GE Cherry Hill failed to accurately disclose the itemization of the amount financed, which assists consumers in understanding whether they are being charged a prepaid finance charge or whether any of the proceeds are being distributed to third parties.

Finally, the complaint alleges that GE Cherry Hill failed to identify the creditor in each transaction, and failed to provide the total payments and the total sales price.

The consent agreement would prohibit GE Cherry Hill from failing to accurately calculate and disclose the APR and any other terms by the TILA.

The consent agreement includes a refund program requiring GE Cherry

Hill to make adjustments to the account of any consumer to whom it disclosed an APR or finance charge that was lower than the amount the consumer actually was required to pay.

The consent agreement would also require GE Cherry Hill to maintain records of its compliance with the consent agreement, distribute copies of the agreement to its employees, and advise the Federal Trade Commission of any changes in its corporate structure.

The purpose of this analysis is to facilitate public comment on the proposed order, and it is not intended to constitute an official interpretation of the agreement and proposed order or to modify in any way their terms.

**Donald S. Clark,**

*Secretary.*

[FR Doc. 95-13655 Filed 6-2-95; 8:45 am]

BILLING CODE 6750-01-M

[File No. 932 3040]

### **Great Expectations Creative Management, Inc., et al.; Proposed Consent Agreement With Analysis To Aid Public Comment**

**AGENCY:** Federal Trade Commission.

**ACTION:** Proposed consent agreement.

**SUMMARY:** In settlement of alleged violations of federal law prohibiting unfair acts and practices and unfair methods of competition, this consent agreement, accepted subject to final Commission approval, would require, among other things, the franchisor of video dating services and its four franchises to properly and accurately disclose the annual percentage rate (APR) and other credit terms of financed memberships, as required by the federal Truth in Lending Act and would require the franchises to make refunds to consumers who were misled by the undisclosed finance charges and APRs. In addition, the consent agreement would prohibit the respondents from providing franchises contracts with pre-printed APRs.

**DATES:** Comments must be received on or before August 4, 1995.

**ADDRESSES:** Comments should be directed to: FTC/Office of the Secretary, Room 159, 6th St. and Pa. Ave., NW., Washington, DC 20580.

**FOR FURTHER INFORMATION CONTACT:** Stephen Cohen, FTC/S-4429, Washington, DC 20580. (202) 326-3222.

**SUPPLEMENTARY INFORMATION:** Pursuant to Section 6(f) of the Federal Trade Commission Act, 38 Stat. 721, 15 U.S.C. 46 and Section 2.34 of the Commission's Rules of Practice (16 CFR 2.34), notice is hereby given that the following

consent agreement containing a consent order to cease and desist, having been filed with and accepted, subject to final approval, by the Commission, has been placed on the public record for a period of sixty (60) days. Public comment is invited. Such comments or views will be considered by the Commission and will be available for inspection and copying at its principal office in accordance with Section 4.9(b)(6)(ii) of the Commission's Rules of Practice (16 CFR 4.9(b)(6)(ii)).

In the Matter of Great Expectations Creative Management, Inc., Great Expectations, Inc., GEC Illinois, Inc., GEC Tennessee, Inc., and GEC Alabama, Inc., corporations. File No. 932 3040.

### **Agreement Containing Consent Order To Cease and Desist**

The Federal Trade Commission having initiated an investigation of certain acts and practices of Great Expectations Creative Management, Inc., Great Expectations, Inc., GEC Illinois, Inc., GEC Tennessee, Inc., and GEC Alabama, Inc., corporations, (hereinafter sometimes referred to as Proposed Respondents) and it now appearing that Proposed Respondents are willing to enter into an agreement containing an order to cease and desist from the use of the acts and practices being investigated.

It Is Hereby Agreed by and between Proposed Respondents, their attorneys, and counsel for the Federal Trade Commission that:

1. Great Expectations Creative Management, Inc. ("G/ECM") is a corporation organized, existing, and doing business under and by virtue of the laws of the state of California, with its office and principal place of business located at 16830 Ventura Blvd., Suite P, Encino, CA 91436.

2. Great Expectations, Inc., ("G/EI") is a corporation organized, existing, and doing business under and by virtue of the laws of the state of California, with its corporate office at 16830 Ventura Blvd., Suite P, Encino, CA 91436, and its principal places of business located at 1640 S. Sepulveda Blvd., Suite 100, Los Angeles, CA 91436, 17207 Ventura Blvd., Encino, CA 91316, and 450 N. Mountain, Suite B, Upland, CA 91786.

3. GEC Illinois, Inc. ("GE Illinois") is a corporation organized, existing, and doing business under and by virtue of the laws of the state of Illinois, with its office and principal place of business located at 1701 E. Woodfield Dr., Suite 400, Schaumburg, IL 60173.

4. GEC Tennessee, Inc. ("GE Tennessee") is a corporation organized, existing, and doing business under and by virtue of the laws of the state of

California, with its office and principal place of business located at 5552 Franklin Rd., Suite 200, Nashville, TN 37220.

5. GEC Alabama, Inc. ("GE Alabama") is a corporation organized, existing, and doing business under and by virtue of the laws of the state of Alabama, with its office and principal place of business located at 7529 S. Memorial Pkwy., Suite C & D, Huntsville, AL 35802.

6. Proposed Respondents admit all the jurisdictional facts set forth in the draft of complaint.

7. Proposed Respondents waive:

(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) Any right to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement.

8. This agreement shall not become a 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 of complaint contemplated thereby, will be placed on the public record for a period of sixty (60) days and information in respect thereto publicly released. The Commission thereafter may either withdraw 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.

9. 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 of complaint or that the facts alleged in the draft complaint, other than the jurisdictional facts, are true. This agreement shall apply only to the U.S. operations of Proposed Respondents.

10. 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 § 2.34 of the Commission's Rules, the Commission may, without further notice to Proposed Respondents, (1) issue its complaint corresponding in form and substance with the draft of complaint and its decision containing the following order to cease and desist in disposition of the proceeding, and (2) make information public in respect thereto. When so entered, the order to cease and desist

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 by the U.S. Postal Service of the complaint and decision containing the agreed-to order to Proposed Respondents, address as stated in this agreement shall constitute service. Proposed Respondents waive any right they may have to any other manner of service. The complaint may be used in construing the terms of the order, and no agreement, understanding, representation, or interpretation not contained in the order or the agreement may be used to vary or contradict the terms of the order.

11. Proposed Respondents have read the proposed complaint and order contemplated hereby. They understand that once the order has been issued, they will be required to file one or more compliance reports showing that they have fully complied with the order. Proposed Respondents further understand that they may be liable for civil penalties in the amount provided by law for each violation of the order after it becomes final.

#### Order

##### I

It Is Ordered that:

A. Respondent G/ECM, a corporation, its successors and assigns, and its officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, do forthwith cease and desist from:

1. Providing a retail installment contract or any other financial instrument or disclosure to its franchisees that violates the Truth in Lending Act ("TILA"), 15 U.S.C. 1601 *et seq.*, and Regulation Z, 12 CFR Part 226;

2. Providing a retail installment contract or other TILA disclosure that contains a pre-printed annual percentage rate;

3. Providing instructions for calculating or disclosing the annual percentage rate, finance charge, or monthly payments that conflict with the TILA and Regulation Z;

4. Failing to take reasonable steps sufficient to ensure that its franchisees are complying with the TILA or Regulation Z including, but not limited to, reviewing and randomly testing TILA disclosures used by its franchisees;

5. Failing to terminate, unless prohibited by state law, any franchise that G/ECM knows or should know does not comply with the TILA or Regulation Z;

6. Failing to make available to its franchisees a computer program or other comparable system that accurately calculates the disclosures required by the TILA and Regulation Z; and

7. Failing to provide Attachment 1 to all of its current franchisees;

B. Respondents G/EI, GE Illinois, GE Tennessee, and GE Alabama, their successors and assigns, and their officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the offering of credit, do forthwith cease and desist from failing to accurately calculate and disclose the annual percentage rate, as required by Sections 107 (a) and (c) of the TILA, 15 U.S.C. §§ 1606 (a) and (c), and Sections 226.18(e) and 226.22 of Regulation Z, 12 CFR 226.18(e) and 226.22;

C. Respondents G/EI, GE Illinois, GE Tennessee, and GE Alabama, their successors and assigns, and their officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the offering of credit, do forthwith cease and desist from failing to make all disclosures in the manner, form, and amount required by Sections 122 and 128(a) of the TILA, 15 U.S.C. 1632 and 1638(a), and Sections 226.17 and 226.18 of Regulation Z, 12 CFR 226.17 and 226.18;

D. Respondents G/EI, GE Illinois, GE Tennessee, and GE Alabama, their successors and assigns, and their officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the offering of credit, do forthwith cease and desist from failing to comply with the TILA, 15 U.S.C. 1601 *et seq.*, and Regulation Z, 12 CFR part 226.

##### II

#### Refund Program

It is further ordered that:

A. Within sixty (60) days following the date of service of this order, Respondents G/EI, GE Illinois, GE Tennessee, and GE Alabama shall:

1. For each TILA disclosure relating to any executory contract or any contract consummated within two years prior to July 20, 1994, determine to whom Respondents disclosed on the original TILA disclosure an annual percentage rate that was miscalculated by more than one quarter of one percentage point below the annual percentage rate determined in accordance with Section 226.22 of Regulation Z, 12 CFR 226.22, or that disclosed a finance charge that

was miscalculated by more than one dollar below the finance charge determined in accordance with Section 226.4 of Regulation Z, 12 CFR 226.4, so that each such person will not be required to pay a finance charge in excess of the finance charge actually disclosed or the dollar equivalent of the annual percentage rate actually disclosed, whichever is lower, plus a tolerance of one quarter of one percentage point; provided, however, that no determination need be made for any person that has already received a full refund of all finance charges paid to Respondents;

2. Calculate a lump sum refund and a monthly payment adjustment, if applicable, in accordance with Section 108(e) of the TILA, 15 U.S.C. 1607(e);

3. Mail a refund check to each eligible consumer in the amount determined above, along with Attachment 2; provided, however, that should such consumer have a balance due and owing Respondents and should Respondents have a legal right to collect such balance under state law and under the terms of their contract with the consumer, the refund maybe applied to that balance and the excess, if any, shall be refunded to each such consumer;

4. Provide the Federal Trade Commission with a list of each such consumer, the amount of the refund, the number of payments refunded, the amount of adjustment for future payments and the number of future payments to be adjusted;

B. No later than fifteen (15) days following the date of service of this order, Respondents G/EI, GE Illinois, GE Tennessee, and GE Alabama shall provide the Federal Trade Commission with the name and address of three independent accounting firms, with which they, their officers, employees, attorneys, and agents, have no business relationship. Staff for the Division of Credit Practices of the FTC shall then have the sole discretion to choose one of the firms ("independent agent") and so advise Respondents;

C. Within thirty (30) days following the date of adjustments made pursuant to this section, Respondents G/EI, GE Illinois, GE Tennessee, and GE Alabama shall direct the independent agent to review a statistically-valid sample of refunds. Respondents shall provide the Federal Trade Commission with a certified letter from the independent agent confirming that Respondents have complied with Part II. A. of this order;

D. All costs associated with the administration of the refund program and payment of refunds shall be borne by Respondents G/EI, GE Illinois, GE Tennessee, and GE Alabama.

### III

It Is Further Ordered that Respondents, their successors and assigns, shall maintain for at least five (5) years from the date service of this order and, upon thirty (30) days advance written request, make available to the Federal Trade Commission for inspection and copying all documents and other records necessary to demonstrate fully their compliance with this order.

### IV

It Is Further Ordered that Respondents, their successors and assigns, shall distribute a copy of this order to any present or future officers and managerial employees having responsibility with respect to the subject matter of this order and that Respondents, their successors and assigns shall secure from each such person a signed statement acknowledging receipt of said order.

### V

It Is Further Ordered that Respondents, for a period of five (5) years following the date of service of this order, shall promptly notify the Commission at least thirty (30) days prior to any proposed change in their corporate structure such as dissolution, assignment, or sale resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries or affiliates, or any other change in the corporation that may affect compliance obligations arising out of the order.

### VI

It Is Further Order that Respondents shall, within one hundred and eighty (180) days of the date of service 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.

### Attachment 1

#### *Important Notice To Great Expectations' Franchisees*

We have reached a settlement with the Federal Trade Commission concerning their claims of alleged violations of the Truth in Lending Act and the Federal Trade Commission Act. The Federal Trade Commission believes that the retail installment contracts and the formula listed on them that we may have provided to you in the past may not comply with the Truth in Lending Act.

As part of our settlement, we agreed to alert you to *immediately* stop using any retail installment contracts we provided until you can verify that they comply with all local, state, and federal laws. As always, we recommend that you have your forms

reviewed by your own attorney. We have a computer software program available for your use that can be used to help you make sure your disclosures are accurately calculated. To obtain a copy of this program, please contact Keith Granirer.

Jeffrey Ullman

President

Great Expectations Creative Management, Inc.

### Attachment 2

Dear Great Expectations Member: As part of our settlement with the Federal Trade Commission for alleged violations of the Truth in Lending Act, we are sending you the enclosed refund check in the amount of \$\_\_\_\_\_. The refund represents the amount you may have been overcharged as a result of a possible error in calculating or disclosing the annual percentage rate or finance charge.

[In addition, your future monthly payments have been reduced. Starting immediately, your monthly payments will be \$\_\_\_\_\_.]

We regret any inconvenience this may have caused you.

Great Expectations

### Analysis of Proposed Consent Order To Aid Public Comment

The Federal Trade Commission has accepted an agreement to a proposed consent order from respondents Great Expectations Creative Management, Inc. ("G/ECM"), Great Expectations, Inc. ("G/EI"), GEC Illinois, Inc. ("GE Illinois"), GEC Tennessee, Inc. ("GE Tennessee"), and GEC Alabama, Inc. ("GE Alabma").

The proposed consent order has been placed on the public record for sixty (60) days for reception of comments by interested persons. Comments received during this period will become part of the public record. After sixty (60) days, the Commission will again review the agreement and the comments received and will decide whether it should withdraw from the agreement or make final the agreement's proposed order.

The complaint alleges that G/ECM provided its franchises with Truth in Lending Act ("TILA") disclosures that, when used by those franchisees, resulted in false and misleading disclosures of the annual percentage rate ("APR") and finance charge to consumers. Thus, the complaint alleges that G/ECM engaged in unfair or deceptive acts or practices in violation of Section 5 of the Federal Trade Commission Act.

The complaint also alleges that G/EI, GE Illinois, GE Tennessee, and GE Alabama, as creditors under the TILA, have violated the TILA and its implementing Regulation Z. Specifically, the TILA requires creditors to make clear and consistent disclosures of the credit terms in a financed transaction. These franchisees failed to

accurately calculate and disclose the APR, which resulted in some consumers paying more in interest charges than the franchises disclosed. The complaint further alleges that this practice, when engaged in by G/EI, GE Alabama, and GE Illinois, was unfair or deceptive in violation of the Federal Trade Commission Act.

Additionally, the complaint alleges that G/EI, GE Illinois, GE Tennessee, and GE Alabama failed to accurately disclose the itemization of the amount financed, which assists consumers in understanding whether they are being charged a prepaid finance charge or whether any of the proceeds are being distributed to third parties.

Finally, the complaint alleges that G/EI, GE Illinois, GE Tennessee, and GE Alabama failed to identify the creditor in each transaction.

The consent agreement would prohibit G/ECM from providing any disclosures to its franchisees that violate the TILA. Because G/ECM disseminated TILA disclosure forms that contained pre-printed APRs without also providing adequate instructions for accurately calculating and disclosing the APR, the consent agreement would prohibit G/ECM's use of forms containing pre-printed APRs in the future. The consent agreement would further prohibit G/ECM from providing any calculation instructions that conflict with the TILA.

The consent agreement would require G/ECM to make sure that its franchisees are complying with the TILA, including reviewing and randomly testing franchisees' TILA disclosures. The consent agreement would also require G/ECM to make available to its franchisees a program that accurately calculates the disclosures required by the TILA and would require G/ECM to terminate, where permitted by state law, any franchise that it knows or should know does not comply with the TILA.

The consent agreement would prohibit G/EI, GE Illinois, GE Tennessee, and GE Alabama from failing to accurately calculate and disclose the APR and other terms required by the TILA.

The consent agreement includes a refund program requiring G/EI, GE Illinois, GE Tennessee, and GE Alabama to make adjustments to the account of any consumer to whom they disclosed an APR or finance charge that was lower than the amount the consumer actually was required to pay.

The consent agreement would also require G/EI, GE Illinois, GE Tennessee, and GE Alabama to maintain records of their compliance with the consent agreement, distribute copies of the

agreement to their employees, and advise the Federal Trade Commission of any changes in their corporate structure.

The purpose of this analysis is to facilitate public comment on the proposed order, as it is not intended to constitute an official interpretation of the agreement and proposed order or to modify in any way their terms.

**Donald S. Clark,**

*Secretary.*

[FR Doc. 95-13653 Filed 6-2-95; 8:45 am]

BILLING CODE 6750-01-M

[File No. 932 3040]

**Great Expectations of Baltimore, Inc., et al.; Proposed Consent Agreement With Analysis To Aid Public Comment**

**AGENCY:** Federal Trade Commission.

**ACTION:** Proposed consent agreement.

**SUMMARY:** In settlement of alleged violations of federal law prohibiting unfair acts and practices and unfair methods of competition, this consent agreement, accepted subject to final Commission approval, would require, among other things, the video dating service franchise to properly and accurately disclose the annual percentage rate (APR) and other credit terms of financed memberships, as required by the federal Truth in Lending Act and would require the franchisees to make refunds to consumers who were misled by the undisclosed finance charges and APRs.

**DATES:** Comments must be received on or before August 4, 1995.

**ADDRESSES:** Comments should be directed to: FTC/Office of the Secretary, Room 159, 6th St. and Pennsylvania Avenue NW., Washington, DC 20580.

**FOR FURTHER INFORMATION CONTACT:** Stephen Cohen, FTC/S-4429, Washington, DC 20580, (202) 326-3222.

**SUPPLEMENTARY INFORMATION:** Pursuant to Section 6(f) of the Federal Trade Commission Act, 38 Stat. 721, 15 U.S.C. 46 and Section 2.34 of the Commission's Rules of Practice (16 CFR 2.34), notice is hereby given that the following consent agreement containing a consent order to cease and desist, having been filed with and accepted, subject to final approval, by the Commission, has been placed on the public record for a period of sixty (60) days. Public comment is invited. Such comments or views will be considered by the Commission and will be available for inspection and copying at its principal office in accordance with Section 4.9(b)(6)(ii) of the Commission's Rules of Practice (16 CFR 4.9(b)(6)(ii)).

In the matter of Great Expectations of Baltimore, Inc., Great Expectations of Washington, DC, Inc., Great Expectations of Washington, Inc., corporations. File No. 932 3040.

**Agreement Containing Consent Order To Cease and Desist**

The Federal Trade Commission having initiated an investigation of certain acts and practices of Great Expectations of Baltimore, Inc., Great Expectations of Washington, DC, Inc., and Great Expectations of Washington, Inc., corporations, (hereinafter collectively referred to as proposed respondents) and it now appearing that proposed respondents are willing to enter into an agreement containing an order to cease and desist from the use of the acts and practices being investigated,

It is hereby agreed by and between proposed respondents, their attorneys, and counsel for the Federal Trade Commission that:

1. Great Expectations of Baltimore, Inc. ("GE Baltimore") is a corporation organized, existing, and doing business under and by virtue of the laws of the state of Virginia, with its office and principal place of business located at 40 York Rd., Suite 500, Towson, MD 21204.
2. Great Expectations of Washington, DC, Inc. ("GE DC") is a corporation organized, existing, and doing business under and by virtue of the laws of the state of Maryland, with its office and principal place of business located at 8601 Westwood Center Dr., Vienna, VA 22182.
3. Great Expectations of Washington, Inc., doing business as Great Expectations of Raleigh/Durham ("GE Raleigh"), is a corporation organized, existing, and doing business under and by virtue of the laws of the state of Maryland, with its office and principal place of business located at 3714 Benson Dr., Suite 200, Raleigh, NC 27609.
4. Proposed respondents admit all the jurisdictional facts set forth in the draft of complaint.
5. Proposed respondents waive:
  - (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) Any right to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement.
6. This agreement shall not become a part of the public record of the proceeding unless and until it is accepted by the Commission. If this