

AGREEMENT CONTAINING CONSENT ORDER

The Federal Trade Commission (“Commission”) has conducted an investigation of certain acts and practices of Lord & Taylor, LLC, a limited liability company (“Proposed Respondent”). Proposed Respondent, having been 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 Lord & Taylor, LLC, by its duly authorized officer, and counsel for the Federal Trade Commission that:

1. Proposed Respondent Lord & Taylor is a New York limited liability company with its principal office or place of business at 424 Fifth Avenue, New York, NY, 10018.
2. 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.
3. 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 will be publicly released. The Commission thereafter may either

limited liability company .)
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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.

4. Proposed Respondent neither admits nor denies any of the allegations in the draft complaint, except as specifically stated in this order. Only for purposes of this action, Proposed Respondent admits the facts necessary to establish jurisdiction.

5. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, the Commission may, without further notice to Proposed Respondent, (1)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 frame as the order entered by the Commission for Proposed Respondent. (Pa. R. 210-2) TTY: 367-2-2441 (t) 6-21-04 (f) 3 (t) 2 (c) 4261~~

6. “Endorser” means an individual or organization that provides an endorsement.
7. “Influencer Campaign” means any arrangement whereby, in connection with the advertising, promotion, offering for sale, sale, or distribution of any product or service, Respondent engages an endorser (also known as an Influencer) to create, publish, or otherwise disseminate an endorsement and the endorser has a material connection to Respondent, or any other person or entity acting on Respondent’s behalf.
8. “Material connection” means any relationship that materially affects the weight or credibility of any endorsement and that would not be reasonably expected by consumers.

I.

IT IS ORDERED that Respondent, directly or through any corporation, partnership, subsidiary, division, or other device, in connection with the advertising, labeling, promotion, offering for sale, sale, or distribution of any product or service, in or affecting commerce, shall not misrepresent, in any manner, expressly or by implication, that an endorser of such product or service is an independent user or ordinary consumer of the product or service.

II.

IT IS FURTHER ORDERED that Respondent, directly or through any corporation, partnership, subsidiary, division, or other device, in connection with the advertising, labeling, promotion, offering for sale, sale, or distribution of any product or service, in or affecting commerce, by means of an endorsement of such product or service, shall clearly and conspicuously, and in close proximity to the representation, disclose a material connection, if one exists, between such endorser and Respondent.

III.

IT IS FURTHER ORDERED that Respondent, and its successors and assigns, shall not misrepresent, in any manner, expressly or by implication, that paid commercial advertising is a statement or opinion from an independent or objective publisher or source.

IV.

IT IS FURTHER ORDERED that Respondent, directly or through any corporation, partnership, subsidiary, division, or other device, in connection with the advertising, labeling, promotion, offering for sale, sale, or distribution of any product or service, in or affecting commerce, by means of an endorsement by an endorser with a material connection to Respondent, shall take steps sufficient to ensure compliance with Parts I and II of this order. Such steps shall include, at a minimum:

- A. Providing each such endorser with a clear statement of his or her responsibility to disclose, clearly and conspicuously, in any print, radio, television, online, or digital

advertisement or communication, including but not limited to Instagram or blog posts, the

VIII.

IT IS FURTHER ORDERED that Respondent, and its successors and assigns, within ninety (90) days after the date of service of this order, shall file with the Commission a true and accurate report, in writing, setting forth in detail the manner and form of its compliance with this order. Within ten (10) days of receipt of written notice from a representative of the Commission, it shall submit additional true and accurate written reports. Unless otherwise directed by a representative of the Commission in writing, these reports shall be emailed to Debrief@ftc.gov or sent by overnight courier (not the Itcc (c)6(). he (c)4dls ET /Spe C3()-1 hes (e)4(pr)panre e reportAc -0.00)

