



1.b. Respondents Lewis Weissman and Gary Marcus are officers of the corporate respondents. Individually or in concert with others, Lewis Weismann formulates, directs, or controls the policies, acts, or practices of the corporations. His principal office or place of business is the same as that of the corporate respondents. In concert with Lewis Weismann, Gary Marcus formulated, directed or controlled the policies, acts, or practices of the corporations during the period of time covered by the Complaint in this action. His principal place of business is the same as that of the corporate respondents.

2. Respondents have been served with a copy of the complaint issued by the Federal Trade Commission charging them with violations of Section 5(a) of the Federal Trade Commission Act, and have filed answers to the complaint.

3. Respondents admit all the jurisdictional facts set forth in the draft complaint.

4. 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;

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

d. Any claim under the Equal Access to Justice Act.

5. The Commission reserves the right to file an action for consumer redress pursuant to Section 19 of the Federal Trade Commission Act, 15 U.S.C. § 57b, based on the consent order issued in this proceeding.

6. 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 will be placed on the public record for a period of sixty (60) days and information about it 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 decision in disposition of the proceeding.

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

8. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 3.25(f) of the Commission's Rules, the Commission may, without further notice to proposed respondents, (1) issue 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 decision and order to respondents' address as stated in this agreement by any means specified in Section 4.4(a) of the Commission's Rules shall constitute service. 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. 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.

9. Respondents have read the draft complaint and consent order. They understand that they 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. "Care Labeling Rule" shall mean the Federal Trade Commission's Trade Regulation Rule Concerning the Care Labeling

of Textile Wearing Apparel, 16 C.F.R. Part 423, or as the Rule may hereafter be amended.

2. Unless otherwise specified, "respondents" shall mean Continental Gown Cleaning Service, Inc., Nationwide Gown Cleaning Service, Inc., Prestige Gown Cleaning Service, Inc. (also doing business as Prestige Gown Service, Inc.), Gown Cleaning Service, Inc., and Jonathan Ashley, Ltd., corporations, their successors and assigns and their officers; Lewis Weissman and Gary Marcus, individually and as officers of the corporations; and each of the above's agents, representatives and employees.

3. "Commerce" shall mean commerce as defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.

4. "Clearly and prominently" shall mean as follows:

- A. In an advertisement communicated through an electronic medium (such as television, video, radio, and interactive media such as the Internet and online services), the disclosure shall be presented simultaneously in both the audio and video portions of the advertisement. Provided, however, that in any advertisement presented solely through video or audio means, the disclosure may be made through the same means in which the ad is presented. The audio disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it. The video disclosure shall be of a size and shade, and shall appear on the screen for a duration, sufficient for an ordinary consumer to read and comprehend it. In addition to the foregoing, in interactive media the disclosure shall also be unavoidable and shall be presented prior to the consumer incurring any financial obligation.
- B. In a print advertisement, promotional material, or instructional manual, the disclosure shall be in a type size and location sufficiently noticeable for an ordinary consumer to read and comprehend it, in print that contrasts with the background against which it appears. In multipage documents, the disclosure shall appear on the cover or first page.

- C. On a product label, the disclosure shall be in a type size and location on the principal display panel sufficiently noticeable for an ordinary consumer to read and comprehend it, in print that contrasts with the background against which it appears.

The disclosure shall be in understandable language and syntax. Nothing contrary to, inconsistent with, or in mitigation of the disclosure shall be used in any advertisement or on any label.

5. "Competent and reliable scientific evidence" shall mean tests, analyses, research, studies, or other evidence based on the expertise of professionals in the relevant area, that has been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

6. "Manufacturer's or importer's written statement of reasonable basis" shall mean a written statement in the form attached as Appendix A signed by an authorized officer of the manufacturer or importer that produces the garments or products to which the statement relates, describing the reasonable basis for a particular care instruction, warning or other representation.

7. "Solvent" shall mean any common organic solvent that is commercially available for purchase for use in drycleaning.

I.

IT IS ORDERED that respondents, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, promotion, offering for sale, sale, or distribution of the Zurcion Method of cleaning and preservation or of any garment cleaning or preservation method, service, or product in or affecting commerce, shall not provide to retail or wholesale stores or to manufacturers or importers of textile wearing apparel subject to the Commission's Care Labeling Rule, the means and instrumentalities to violate the Federal Trade Commission Act and/or the Care Labeling Rule, including without limitation, providing any labels or tags that:

- (A) fail, when the label or tag requires or recommends drycleaning, to state at least one type of solvent that

may be used without damage to dryclean the garment to which the label or tag is to be attached, unless all solvents can be used without damage; or

- (B) fail to provide warnings about parts of the normal drycleaning process or the normal washing process (as these processes are described in the Care Labeling Rule) that may harm the garment to which the label or tag is to be attached or others being washed or drycleaned with it; or
- (C) warn against the use of washing or drycleaning (as described in the Care Labeling Rule), or against the use of professional wetcleaning, when no warning is needed; or
- (D) violate the Care Labeling Rule, including without limitation, in the manner described in subparts (A), (B), and (C) of this Part; or
- (E) state "Dryclean Only by Zurcion Method" or otherwise misrepresent that the Zurcion Method is the only cleaning method that can be used safely and effectively to clean the garments to which the labels or tags are to be attached; or
- (F) represent that Respondents are the only cleaners who can clean the garments to which the labels or tags are to be attached;

provided that, for any and all labels or tags provided by respondents that include care instructions, respondents must possess and rely upon the manufacturer's or importer's written statement of reasonable basis to substantiate the care instructions.

For purposes of this Part, labels and tags are defined as written material provided by respondents for purposes of attachment to textile wearing apparel that is offered for sale to consumers.

## II.

IT IS FURTHER ORDERED that respondents, directly or through any corporation, subsidiary, division, or other device (including

without limitation providing materials or information intended for use or distribution by others), in connection with their advertising, promotion, offering for sale, sale, or distribution of any garment cleaning or preservation method, service, or product in or affecting commerce, shall not make any misrepresentations regarding the Care Labeling Rule or compliance with the Care Labeling Rule.

### III.

IT IS FURTHER ORDERED that respondents, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, promotion, offering for sale, sale, or distribution of the Zurcion Method of cleaning or preservation or any other method of cleaning or preservation, in or affecting commerce, shall not misrepresent in any manner, expressly or by implication, that such method is patented.

### IV.

IT IS FURTHER ORDERED that respondents, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, promotion, offering for sale, sale, or distribution of any garment cleaning or preservation method, service, company or product in or affecting commerce, shall not make any representation, in any manner, expressly or by implication, regarding the comparative or absolute safety or efficacy of any cleaning or preservation method, service, company, or product, unless the representation is true and, at the time it is made, respondents possess and rely upon competent and reliable evidence, which when appropriate shall be competent and reliable scientific evidence, that substantiates the representation.

### V.

IT IS FURTHER ORDERED that respondents, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, promotion, offering for sale, sale, or distribution of a garment cleaning or preservation service in or affecting commerce, shall not make any representation, in any manner, expressly or by implication, that such service is guaranteed or warranted, unless they disclose,

clearly and prominently, and in close proximity to the representation, any material limitation or condition on the guarantee or warranty, including, but not limited to the fact, if true, that an item preserved by respondents must be kept sealed in the special preservation container and if opened for inspection must be returned for reboxing within thirty (30) days.

VI.

IT IS FURTHER ORDERED that respondents Continental Gown Cleaning Service, Inc., Nationwide Gown Cleaning Service, Inc., Prestige Gown Cleaning Service, Inc., Prestige Gown Service, Inc., Gown Cleaning Service, Inc., and Jonathan Ashley, Ltd., and their successors and assigns, and respondents Lewis Weissman and Gary Marcus, shall, within sixty (60) days after the date of service of this order, send by first class certified mail, return receipt requested, to (a) all garment manufacturers or importers to whom respondents have provided Zurcion labels or promotional materials since January 1, 1996, and (b) as many as possible of respondents' customers identified during discovery for whom addresses can be found, a notice, in the form attached as Appendix B, informing the recipient of this order and that the recipient should cease all use of the Zurcion labels and promotional materials. No information other than that contained in Appendix B shall be included with the mailing, nor shall any other material be transmitted with it.

VII.

IT IS FURTHER ORDERED that respondents Continental Gown Cleaning Service, Inc., Nationwide Gown Cleaning Service, Inc., Prestige Gown Cleaning Service, Inc., Prestige Gown Service, Inc., Gown Cleaning Service, Inc., and Jonathan Ashley, Ltd., and their successors and assigns, and respondents Lewis Weissman and Gary Marcus, in any communication with persons other than manufacturers or importers regarding the cleaning or preservation of garments to which labels stating "Dryclean Only by Zurcion Method" or substantially similar instructions have been attached prior to the date of issuance of this order, shall disclose that other cleaning methods may be safely and effectively used, shall instruct the person to contact the manufacturer or importer to obtain cleaning instructions, and shall provide information about how to contact the manufacturer or importer. The disclosures



required by this Part VII may be made using the statement attached as Appendix C.

#### VIII.

IT IS FURTHER ORDERED that respondents Continental Gown Cleaning Service, Inc., Nationwide Gown Cleaning Service, Inc., Prestige Gown Cleaning Service, Inc., Prestige Gown Service, Inc., Gown Cleaning Service, Inc., and Jonathan Ashley, Ltd., and their successors and assigns, and respondent Lewis Weissman, for five (5) years after the date of issuance of this order, shall maintain and upon request make available to the Federal Trade Commission for inspection and copying business records demonstrating their compliance with the terms and provisions of this order, including but not limited to:

- A. All advertisements and promotional materials for any garment cleaning or preservation method, service, or product offered for sale by respondents;
- B. All materials that were relied upon in disseminating any representation covered by this order;
- C. All tests, reports, studies, surveys, demonstrations, or other evidence in their possession or control that contradict, qualify, or call into question any representation covered by this order, or the basis relied upon for the representation, including complaints and other communications with consumers or with governmental or consumer protection organizations; and
- D. All materials provided by respondents to manufacturers, importers, retailers, or wholesalers of textile wearing apparel.

Respondent Gary Marcus shall comply with the provisions of this Part VIII if at any time during the five (5) years after the date of issuance of this order he owns or controls a majority interest in any of the corporate respondents, or in any business involving or connected with the advertising, promotion, offering for sale, sale, or distribution of any garment cleaning or preservation method, service, or product.

IX.

IT IS FURTHER ORDERED that respondents Continental Gown Cleaning Service, Inc., Nationwide Gown Cleaning Service, Inc., Prestige Gown Cleaning Service, Inc., Prestige Gown Service, Inc., Gown Cleaning Service, Inc., and Jonathan Ashley, Ltd., and their successors and assigns, and respondents Lewis Weissman and Gary Marcus shall deliver a copy of this order to all current and future principals, officers, directors, and managers, and to all current and future employees, agents, and representatives having responsibilities with respect to the subject matter of this order, and shall secure from each such person a signed and dated statement acknowledging receipt of the order. Respondents shall deliver this order to current personnel within sixty (60) days after the date of service of this order, and to future personnel within thirty (30) days after the person assumes such position or responsibilities.

X.

IT IS FURTHER ORDERED that respondents Continental Gown Cleaning Service, Inc., Nationwide Gown Cleaning Service, Inc., Prestige Gown Cleaning Service, Inc., Prestige Gown Service, Inc., Gown Cleaning Service, Inc., and Jonathan Ashley, Ltd., and their successors and assigns, shall notify the Commission at least thirty (30) days prior to any change in the corporation(s) 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, however, that, with respect to any proposed change in the corporation(s) about which respondents learn less than thirty (30) days prior to the date such action is to take place, respondents shall notify the Commission as soon as is practicable after obtaining such knowledge. All notices required by this Part shall be sent by certified mail to the Associate Director, Division of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580.

XI.

IT IS FURTHER ORDERED that, for a period of ten (10) years after the date of issuance of this order:

(a) respondent Lewis Weissman shall notify the Commission of the discontinuance of his current business or employment, or of his affiliation with any new business or employment; and

(b) respondent Gary Marcus shall notify the Commission of his affiliation with any new business or employment involving or connected with the advertising, promotion, offering for sale, sale, or distribution of any garment cleaning or preservation method, service, or product.

The notices required in this Part XI shall include respondents' new business address and telephone number and a description of the nature of the business or employment and their duties and responsibilities. All notices required by this Part shall be sent by certified mail to the Associate Director, Division of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580.

XII.

IT IS FURTHER ORDERED that respondents Continental Gown Cleaning Service, Inc., Nationwide Gown Cleaning Service, Inc., Prestige Gown Cleaning Service, Inc., Prestige Gown Service, Inc., Gown Cleaning Service, Inc., and Jonathan Ashley, Ltd., and their successors and assigns, and respondents Lewis Weissman and Gary Marcus shall, within sixty (60) days after the date of service of this order, and at such other times as the Federal Trade Commission may require, file with the Commission a report, in writing, setting forth in detail the manner and form in which they have complied with this order. This report shall include, but shall not be limited to, a detailed description of the Zurcion Method of cleaning or preservation, any substantially similar method of cleaning or preservation, or any other specialized method of cleaning or preserving textile wearing apparel advertised by respondents, including the solvent(s) used in such method. Pursuant to Rule 4.9(c) of the Commission's Rules of Practice, respondents may designate material included in the report as confidential and request that it be withheld from the public record.

XIII.

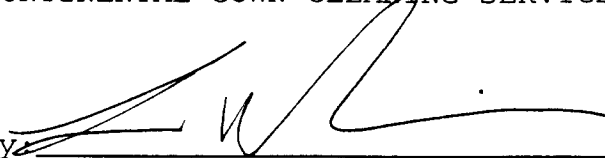
This order will terminate twenty (20) years from the date of its issuance, or twenty (20) years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; provided, however, that the filing of such a complaint will not affect the duration of:

- A. Any Part in this order that terminates in less than twenty (20) years;
- B. This order's application to any respondent that is not named as a defendant in such complaint; and
- C. This order if such complaint is filed after the order has terminated pursuant to this Part.

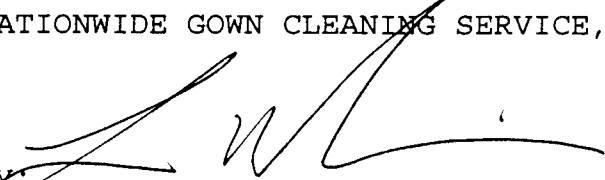
Provided, further, that if such complaint is dismissed or a federal court rules that the respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though the complaint had never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

This Agreement Containing Consent Order is signed the \_\_\_\_ day of March, 1999:

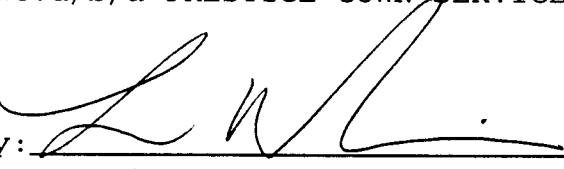
CONTINENTAL GOWN CLEANING SERVICE, INC.

By:   
Name: Lewis Weissman  
Title: President

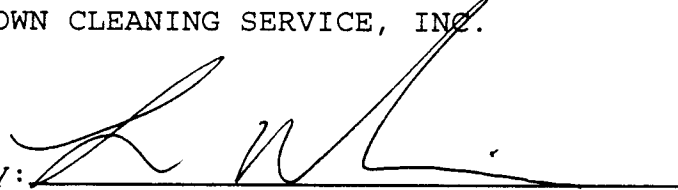
NATIONWIDE GOWN CLEANING SERVICE, INC.

By:   
Name: Lewis Weissman  
Title: President

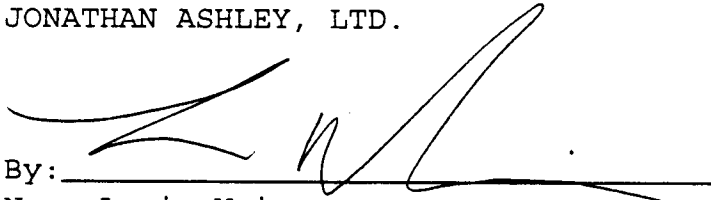
PRESTIGE GOWN CLEANING SERVICE,  
INC. d/b/a PRESTIGE GOWN SERVICE, INC.

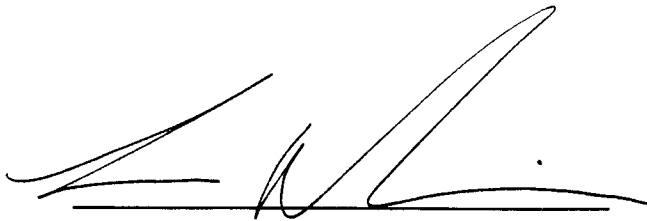
By:   
Name: Lewis Weissman  
Title: President

GOWN CLEANING SERVICE, INC.

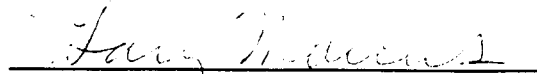
By:   
Name: Lewis Weissman  
Title: President

JONATHAN ASHLEY, LTD.

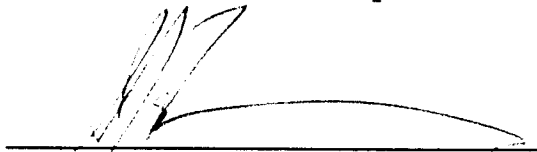
By:   
Name: Lewis Weissman  
Title: President




LEWIS WEISSMAN, individually and as an  
officer of said corporations



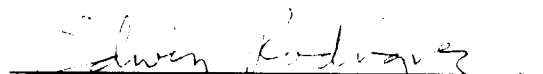
GARY MARCUS, individually and as an  
officer of said corporations



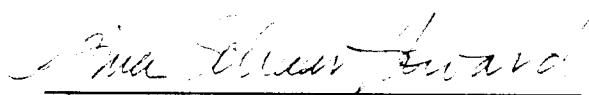
IRA J. FURMAN, Attorney for Respondents



CONSTANCE VECELLIO, Counsel for the  
Federal Trade Commission



EDWIN RODRIGUEZ, Counsel for the  
Federal Trade Commission



GINA SCHAAR HOWARD, Counsel for the  
Federal Trade Commission

APPROVED:

Mary Koellbel Engle  
MARY KOELBEL ENGLE, Assistant Director  
Enforcement Division, Bureau Consumer Protection

Elaine D. Kolish  
ELAINE D. KOLISH, Associate Director  
Enforcement Division, Bureau Consumer Protection

Joan Z. Bernstein  
JOAN Z. BERNSTEIN  
Director, Bureau of Consumer Protection

APPENDIX A  
TO ORDER DATED \_\_\_\_\_, 1999  
DOCKET NO. 9287

WRITTEN STATEMENT OF REASONABLE BASIS

1. This statement is being provided to [name of respondent] to satisfy the conditions of an Order of the Federal Trade Commission dated \_\_\_\_\_, 1999. I have received a copy of this Order.

2. Attached to this statement is a copy of [label(s) or tag(s)] attached to garments manufactured or imported by [name of manufacturer or importer].

3. [Name of manufacturer or importer] possesses and relies upon a reasonable basis in accordance with the Federal Trade Commission's Care Labeling Rule, 16 C.F.R. Part 423, for the care instructions [or specify other representations] made on the attached [label or tag]. This reasonable basis consists of the following reliable evidence: [describe nature of evidence].

[NAME OF MANUFACTURER OR IMPORTER]

BY: \_\_\_\_\_  
[Name of authorized officer]  
[Title of officer]

DATE: \_\_\_\_\_



APPENDIX B  
TO ORDER DATED \_\_\_\_\_, 1999  
DOCKET NO. 9287

[Respondents' Letterhead]

Dear [name of manufacturer or importer]:

During the past several years you received garment labels, tags or other information materials about the Zurcion method of cleaning and preserving wedding gowns and other formal wear. We are providing this notice pursuant to the terms of a Consent Order that our company agreed to have entered by the Federal Trade Commission. A copy of the Consent Order is attached.

The Consent Order is the result of allegations by the Commission that our materials violated the Care Labeling Rule or were otherwise misleading. The labels, tags and other materials said "Dryclean Only by Zurcion Method," or words to that effect, or suggested that our company or cleaning methods are the only ones that could successfully clean certain garments. According to the Commission's Complaint, other cleaners and other methods may be able to clean and preserve these garments as well as we can. To comply with the Care Labeling Rule (found at 16 C.F.R. Part 423 or at <[www.ftc.gov](http://www.ftc.gov)> -- click on "Legal Framework" and then "FTC Regulations and Guides," or at <[www.access.gpo.gov/nara/cfr/waisidx/16cfr423v1.html](http://www.access.gpo.gov/nara/cfr/waisidx/16cfr423v1.html)>), you should always take appropriate steps to determine what cleaning or preservation methods will work for your company's garments.

Under the terms of the Consent Order, we can no longer (among other things) use the labels, tags or other materials you have received from us. Accordingly, please stop using them and destroy the unused supply. To satisfy the Rule's requirements, you may want to recall and/or retag garments in distribution that include Zurcion labels.

For more information about the Care Labeling Rule, contact Steven Ecklund at the Federal Trade Commission, 202-326-2841 or <[secklund@ftc.gov](mailto:secklund@ftc.gov)>.

Very truly yours,

Lewis Weissman  
President

APPENDIX C  
TO ORDER DATED \_\_\_\_\_, 1999  
DOCKET NO. 9287

[You may use the following text to communicate the information required by Part VII of the Order. When dealing with drycleaners or retailers, the text may be modified to indicate that the order or inquiry is being made on behalf of a customer or customers, rather than by the customer directly. If there's any confusion about the message, the underlined text is to be the starting point for any further response.]

*Since the manufacturer sewed a "Zurcion" label in your gown, it has been determined that other methods also may successfully and safely clean your gown.*

*We cannot provide the detailed cleaning instructions necessary for other cleaners to service your gown. If you want to consider other cleaners, contact the gown's manufacturer or importer for specific cleaning instructions. They will tell you if other cleaning methods exist and whether other cleaners may be able to follow the manufacturer's instructions.*

*If you don't know how to contact your gown's manufacturer or importer, we can help.*

*(If you know the manufacturer or importer's name, we can check a listing for their contact information.)*

*(If you don't know the name, look on your gown's label for the federal registered identification number or "RN" number. It will help us get the contact information for you.)*

ANALYSIS OF PROPOSED CONSENT ORDER  
TO AID PUBLIC COMMENT

The Federal Trade Commission has accepted, subject to final approval, an agreement to a proposed consent order from Continental Gown Cleaning Service, Inc., Nationwide Gown Cleaning Service, Inc., Prestige Gown Cleaning Service, Inc., Gown Cleaning Service, Inc., and Jonathan Ashley, Ltd., and Lewis Weissman and Gary Marcus, the principals who control these corporations (referred to collectively as "Continental Gown"). The agreement would settle a proposed complaint by the Federal Trade Commission that Continental Gown engaged in unfair or deceptive acts or practices in violation of Section 5(a) of the Federal Trade Commission Act.

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.

This matter concerns care labeling of apparel and advertising practices related to the sale of the "Zurcion Method" of drycleaning and preservation of apparel. The administrative complaint alleged that Continental Gown violated the FTC Act by distributing care labels that read "Dryclean Only by Zurcion Method" (hereinafter "Zurcion labels") to apparel companies who used the labels. The complaint alleged that these labels do not comply with the Commission's Care Labeling Rule because they fail to provide information to consumers that is required by the Rule. The complaint alleged that by distributing the Zurcion labels, Continental Gown provided apparel companies with the means and instrumentalities by which they could violate the Care Labeling Rule. The complaint also alleged that Continental Gown had falsely represented in advertising that: (1) the Zurcion labels complied with the Care Labeling Rule, (2) that the Zurcion Method of drycleaning is patented, (3) the Zurcion Method is the only safe and effective cleaning method for wedding gowns and other formal wear, and (4) Continental Gown and the other named cleaning companies were the only cleaners who can clean wedding gowns and other formal wear safely and effectively. The complaint alleged that Respondents represented that they had a reasonable basis for these representations. The complaint also alleged that Respondents advertised their guarantee as unconditional, whereas in fact conditions were placed on the guarantee.

The proposed consent order contains provisions designed to prevent Continental Gown from engaging in similar acts and practices in the future. Part I of the proposed consent order contains a general prohibition against providing apparel manufacturers and importers and retail and wholesale stores with the means and instrumentalities whereby they may violate the FTC Act and the Care Labeling Rule. It specifies that Continental Gown may not provide care labels or other tags, such as hang-tags that are pinned to garments, that fail to provide the specific information required by the Rule or that represent that the Zurcion Method is the only cleaning method that can be used safely and effectively to clean the garment or that Continental Gown is the only cleaner who can clean the garments. Part I also requires Continental Gown to possess a written statement from an apparel manufacturer or importer stating the apparel company's

reasonable basis for any care instructions that appear on labels or tags disseminated by Continental Gown.

Parts II, III, and IV of the proposed consent order address Continental Gown's advertising representations. Part II prohibits Continental Gown from making misrepresentations regarding the Care Labeling Rule or compliance with the Rule. Part III prohibits Continental Gown from misrepresenting that the Zurcion Method or any other cleaning or preservation method is patented. Part IV prohibits misrepresentations regarding the comparative or absolute safety or efficacy of any cleaning or preservation method, service, company, or product. Part IV requires competent and reliable evidence as substantiation for safety or efficacy claims and specifies that competent and reliable scientific evidence may be required when appropriate.

Part V addresses the guarantee allegation of the complaint. It prohibits representations that a garment cleaning or preservation service is guaranteed unless Continental Gown discloses any material limitations or conditions on the guarantee.

Parts VI and VII concern contacts with apparel companies, consumers and others regarding Zurcion labels and promotional materials. Part VI requires Continental Gown to notify certain garment manufacturers or importers with whom Continental Gown did business that they should stop using the Zurcion labels and promotional materials, and to provide a copy of the Consent Order with the notice. Part VII requires Continental Gown to disclose to persons (other than apparel companies) who contact them regarding the cleaning or preservation of garments bearing Zurcion labels that other cleaning methods may be used safely and effectively to clean the garments. Part VII also requires Continental Gown to refer these persons to the manufacturer or importer of their garment to obtain cleaning instructions, and requires Continental Gown to provide information about how consumers can contact those companies.

The proposed order also contains provisions regarding distribution of the order, record-keeping, notification of changes in corporate status, termination of the order, and the filing of a compliance report.

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 the proposed order or to modify their terms in any way.