

IN THE MATTER OF
AMERICAN CONSUMER, INC., ET AL.

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF
THE FEDERAL TRADE COMMISSION ACT

Docket C-2991. Complaint, Sept. 24, 1979 — Decision, Sept. 24, 1979

This consent order, among other things, requires two Philadelphia, Pa. firms engaged in the advertising, sale and distribution of a product known, among other names, as the G.R. Valve, to cease representing, without reliable substantiation, that installing the G.R. Valve or any other air-bleed automobile retrofit device in a motor vehicle will result in fuel economy improvement. Respondents are also barred from using any endorsement or testimonial which has not been properly authorized; and prohibited from misrepresenting a product endorser's expertise in a field of knowledge and the conclusions of tests or surveys pertaining to energy consumption or energy saving characteristics of automobile retrofit devices. Additionally, the order requires that product advertising disclose any material connection that may exist between respondents and a product endorser.

Appearances

For the Commission: *Laurence M. Kahn.*

For the respondents: *Bruce Lev, Westport, Conn.*

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, and by virtue of the authority vested in it by said Act, the Federal Trade Commission having reason to believe that Panacolor, Inc., a corporation, and American Consumer, Inc., a corporation, hereinafter referred to as "respondents," having violated the provisions of the said Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues its complaint stating its charges in that respect as follows:

PARAGRAPH 1. Respondent Panacolor, Inc. is a corporation organized and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at Caroline and Charter Roads, Philadelphia, Pennsylvania. Respondent American Consumer, Inc. is a corporation organized and doing business under the laws of the Commonwealth of Pennsylvania, with its office and principal place of business located at Caroline and Charter Roads, Philadelphia, Pennsylvania. American Consumer, Inc. is a wholly-owned subsidiary of Panacolor, Inc. and respondent Panacolor, Inc. dominates and controls, furnishes the means, instru-

mentalities, services, and facilities for, condones and approves, and accepts all the pecuniary and other benefits flowing from the acts, practices and policies of respondent American Consumer, Inc. and its employees.

Both of said respondents have cooperated and acted together in the performance of the acts and practices hereinafter alleged.

PAR. 2. Respondents have been and are now engaged in the marketing and advertising of a product variously known as the G.R. Valve, the Turbo-Dyne Energy Chamber, and by other names (hereinafter "product"), which product is advertised to be a means of improving fuel economy in automobiles. Said product is an automobile retrofit device as "automobile retrofit device" is defined in § 301 of the Energy Policy and Conservation Act of 1975, 15 U.S.C. 2011. Respondents, in connection with the marketing of said product, have disseminated, published and distributed and now disseminate, publish and distribute advertisements and promotional material for the purpose of promoting the sale of said product.

PAR. 3. One of the means respondents have used to market and advertise said product has been to use a celebrity endorsement. Gordon Cooper has aided the promotion of said product by providing such endorsement. This endorsement appeared in disseminated advertisements and other sales promotional materials for said product. In return for his role in the marketing of said product, Gordon Cooper has received remuneration from the manufacturer and distributor of the product. The amount of such remuneration was and is dependent upon the number of products sold.

PAR. 4. In the course and conduct of their said businesses, the respondents have disseminated and caused the dissemination of certain advertisements for said product through the United States mail and by various means in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, including but not limited to, the insertion of advertisements in magazines and newspapers with national circulations; and have disseminated and caused the dissemination of advertisements for said product by various means, including but not limited to the aforesaid media, for the purpose of inducing and which are likely to induce, directly or indirectly, the purchase of said product in commerce.

PAR. 5. Among the advertisements and other sales promotional materials are the materials identified as Exhibits A-G which are attached hereto.

PAR. 6. Through the use of advertisements referred to in Paragraph Five and other advertisements and sales promotional materi-

als, respondents represented and now represent, directly or by implication, that

a. the G.R. Valve when installed in a typical automobile will significantly improve fuel economy;

b. a typical driver can ordinarily obtain, under normal driving conditions, a fuel economy improvement which will approximate or equal seven miles per gallon when the G.R. Valve is installed in his/her automobile;

c. competent scientific tests for fuel economy of automobiles in which the G.R. Valve has been installed prove the fuel economy claims made for the G.R. Valve;

d. Gordon Cooper bears only the relationship of endorser to the marketing of said product;

e. Gordon Cooper has the education, training, and knowledge necessary to qualify him as an expert in the field of automotive engineering;

f. results of consumer usage, as evidenced by consumer testimonials, prove that the G.R. Valve significantly improves fuel economy.

PAR. 7. At the time respondents made the representations alleged in Paragraph Six of the complaint, they did not possess and rely upon a reasonable basis for such representations. Therefore, said advertisements are deceptive, misleading, or unfair.

PAR. 8. In truth and in fact, contrary to respondents' representations in Paragraph Six:

a. the G.R. Valve when installed in a typical automobile will not significantly improve fuel economy;

b. a typical driver cannot ordinarily obtain under normal driving conditions a fuel economy improvement which will approximate or equal seven miles per gallon when the G.R. Valve is installed in his/her automobile;

c. no competent scientific tests for fuel economy of automobiles in which the G.R. Valve has been installed prove the fuel economy claims made for the G.R. Valve;

d. Gordon Cooper bears not only the relationship of endorser to the marketing of said product, but also bears the relationship of principal to the marketing of said product which fact is not disclosed and is material;

e. Gordon Cooper does not have the education, training, and knowledge to qualify him as an expert in the field of automotive engineering;

f. results of consumer usage, as evidenced by consumer testimo-

nials, do not prove that the G.R. Valve significantly improves fuel economy.

Therefore, said advertisement is deceptive, misleading, or unfair.

PAR. 9. Exhibits A-G and other advertisements represent, directly and by implication, that respondents had a reasonable basis for making, at the time they were made, the representations alleged in Paragraph Six. In truth and in fact, respondents had no reasonable basis for such representations. Therefore, said advertisements are deceptive, misleading, or unfair.

PAR. 10. In the course and conduct of their businesses, and at all times mentioned herein, respondents have been, and now are, in substantial competition in or affecting commerce with corporations, firms and individuals engaged in the sale of automobile retrofit devices.

PAR. 11. The use by respondents of the aforesaid unfair or deceptive representations and the dissemination of the aforesaid false advertisements has had, and now has, the capacity and tendency to mislead members of the consuming public into the erroneous and mistaken belief that said representations were and are true and into the purchase of substantial quantities of products sold by respondents by reason of said erroneous and mistaken belief.

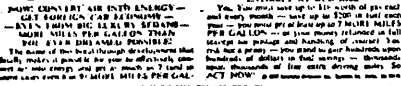
PAR. 12. The aforesaid acts and practices of respondent, as herein alleged, including the dissemination of the aforesaid false advertisement, were and are all to the prejudice and injury of the public and of respondents' competitors, and constituted and now constitute, unfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce, in violation of Section 5 of the Federal Trade Commission Act.

Ex. A

**NOW! CONVERT AIR INTO ENERGY—
EXPLODE IT LIKE FUEL—and
GET UP TO 7 MORE MILES PER GALLON!**

National Enquirer. JTD-58

**Now! CONVERT AIR INTO ENERGY—
EXPLODE IT LIKE FUEL—and
GET UP TO 7 MORE MILES PER GALLON!**

[illegible][illegible]

Complaint

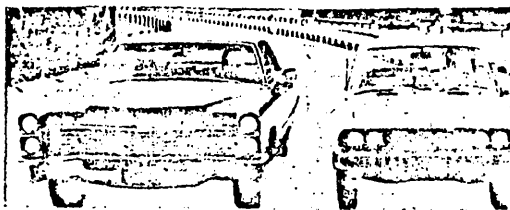
94 F.T.C.

NOW! SAVE UP TO 25¢ ON EVERY GALLON OF GAS YOU EVER BUY FOR THE REST OF YOUR LIFE!

Yes, save up to \$18 a month, save up to 30 gallons of gas each month, save up to 350 gallons of gas each year... without changing a single part on your car!

Automotive Scientists at California university prove: You can actually transform the oxygen in ordinary air into piston-driving power for your car! The result:

Now, instead of filling your gas tank each and every week, your car's engine converts air into energy, 2,000 times a minute... and saves you up to 350 gallons of gas (over \$200 worth), each and every year!



THIS 1964 CADILLAC GETS BETTER GAS MILEAGE THAN THIS TOY FORD "ECONOMY" CAR... SO CAN YOURS! What's the secret? AIR! That's right... Now thanks to an amazing automotive discovery you can actually convert a tremendous power, so that instead of filling up you can almost stop at the accident and turn off into energy while you. For documented proof of just how this works, "Air to Energy" discovery can save you up to \$180 in gas bills in the next 12 months... read the rest of this page, but watch what else below. (Test performed by leading research University.)

WHAT DO YOU EXPECT FROM A MACHINE THAT'S GOT THE POWER OF A GIANT BUT THE MIND OF AN INFANT?

Because as any automotive engineer will tell you, your car's engine, which was invented in 1901 and hasn't been improved since, is nothing more than an old-fashioned pump without a mind, without a brain. It means that it cannot adjust itself to various engine needs by varying driving speeds. It only knows one thing: Bumpy pump... pump... pump... pump... But... it can't do that!... BUT WITHOUT EVER ADJUSTING OR BILLING THE RIGHT AMOUNT OF AIR, it means, every time you step down on that gas pedal... it will use 20 more gallons of gas than it needs... BUT STOKES YOUR ENGINE OF THE OXYGEN-RICH AIR so vital to explode it will produce. The result of this "Air to Energy" discovery is that every 60 minutes you drive (for in plain dollars and cents, a difference of as much as \$1.50 a day... \$18.00 a week... \$180.00 a year).

BUT WHAT A DIFFERENT STORY IN SEVENTEEN YOUR ENGINE COULD TELL!

In other words, right now there is simply no way for your present "standard" engine to meter the right amount of air coming into your engine... and convert the oxygen in that air into a super-burning source of extra power... by effectively replacing all the fuel fed into your cylinders (the same way jet aircrafts are now commonly designed to scoop in air with their gas turbine engines). That's why today instead of getting 16 worth of power from each gallon of gas... you're forced to settle for as little as 12 (a 33 percent waste of energy). The rest goes missing, as you know, unexploited, unabsorbed... simply because there just isn't the right amount of oxygen to do the job. And that's why up until now it's been virtually impossible for you to get 12, 16 or even 40 miles from a gallon of gas.

BUT NOW—YOU GET SO MANY FREE, EXTRA MILES YOU ACTUALLY SAVE UP TO 3 GALLONS OF GAS EVERY HOUR YOU DRIVE!

But suppose that automotive experts told you, that NOW, without changing a single part in your car... by simply adding one simple attachment to your car... you could add a "boost" to your engine... a mechanical device that would automatically feed in your engine the right amount of air. Even more significant, suppose these same automotive experts showed you laboratory PROOF... PROOF that has been filed with both State and Federal Government agencies of how this new device actually helps CONVERT THE OXYGEN IN THAT AIR INTO RAW, BLAZING POWER PLUS FREE EXTRA MILES PER GALLON made that air! Why, do you realize what this breakthrough development means to you, if you are sick and tired of filling up \$10 to \$12 a week in gas?

NOW, FINALLY POSSIBLE! UP TO ALMOST TWICE THE MILEAGE ON NOT A SINGLE EXTRA DROP OF GAS!

It means that from this day on you can actually take ordinary compressors... harness it... and convert it to a second power for your car. Yes, gallons and gallons of air suddenly into thousands of miles of FREE driving power. Air that is, absolutely nothing, automatically converted into SUPER BLASTING POWER day in, day out for the life of your car!

Why now you'll save up to \$18 a month on your gas bills, the driver for hundreds of miles at a time and never in a year will you ever get stuck... and you'll get more power, more speed, more performance than ever before.

NOW, CONVERT AIR INTO ENERGY—GET FOREIGN CAR ECONOMY—EVEN FROM BIG LUXURY MIDRANGE!

The result of this breakthrough development that finally makes it possible for you to effectively convert air into energy and get, in fact, in some cases, even 80 to 90 MORE MILES PER GALLON in the "TURBO-DYNE ENERGY CHAMBER". It is the "air converter" that has been tested and proven in leading U.S. labs. Tested and proven by Best car men, industrial giants, car and heavy transportation departments where it's tested up to mileage savings of as much as 40% more miles per gallon! So, if you are sick and tired of wasting hundreds of gallons of gas each year... if you are fed up with saving 15% of your dollars totally wasted... if you would like to stop this dollar drain ONCE AND FOR ALL, by simply harnessing it in ordinary air and saving hundreds of dollars doing it... it's advantage of this exciting new air converter.

COSTS LESS THAN A TANKFUL OF GAS PAYS FOR ITSELF IN LESS THAN 30 DAYS! Most exciting of all, the price of the TURBO-DYNE ENERGY CHAMBER is not the \$40 or \$50 you might expect for a car converter... but only \$12.95... less than the cost of a tank of gas. Why you'll really save as much as 10 times that price at the few months of use.

REMEMBER—YOU PROVE IT YOURSELF! NATURALLY AT OUR RISK!

You must save up to \$18 worth of gas each and every week up to \$200 in fuel each year... you must get at least MORE MILES PER GALLON... or your money refunded (except for postage and handling of return). You risk not a penny to save thousands of dollars in fuel in thousands upon thousands of free miles driving miles. So ACT... 100 money-back guarantee.

LOOK HOW EASY IT IS!

All you do is simply slip the TURBO-DYNE ENERGY CHAMBER into the line leading from your engine to your carburetor and simply screw it in place. (No tools or wiring to a hybrid). Why it's so easy and so quick that even a child can do it. In fact, even if you have left the hood of your car before it starts, but 60 seconds to install. Naturally, after 2—3 days by any instructions accompany each unit. And since it is a permanent installation, there are no special instructions for you to make. They're already been made for you at the factory. Total time to install—60 seconds. Total savings on gas up to \$180 a year.



SPECIAL NOTE: The TURBO-DYNE ENERGY CHAMBER is not for use on fuel injected, diesel or gas turbine engines. (See instructions for details.)

100% MONEY-BACK GUARANTEE. If you are not satisfied, simply return the unit for a full refund.

New York Post

PRATT-AMERICAN, Dept. JTD-3, 10000 N. 10th Street, Phoenix, Arizona 85018

You agree to be the sole owner of the TURBO-DYNE ENERGY CHAMBER and to use it only on the car for which it was purchased. You agree to return it to Pratt-American if you are not satisfied with it. You agree to pay the shipping and handling charges. You agree to pay the sales tax. You agree to pay the freight charges. You agree to pay the insurance charges. You agree to pay the warehouse charges. You agree to pay the inventory charges. You agree to pay the depreciation charges. You agree to pay the obsolescence charges. You agree to pay the disposal charges. You agree to pay the recycling charges. You agree to pay the environmental charges. You agree to pay the social charges. You agree to pay the economic charges. You agree to pay the political charges. You agree to pay the cultural charges. You agree to pay the educational charges. You agree to pay the health charges. You agree to pay the safety charges. You agree to pay the security charges. You agree to pay the defense charges. You agree to pay the justice charges. You agree to pay the science charges. You agree to pay the technology charges. You agree to pay the innovation charges. You agree to pay the progress charges. You agree to pay the future charges. You agree to pay the hope charges. You agree to pay the dreams charges. You agree to pay the aspirations charges. You agree to pay the ambitions charges. You agree to pay the goals charges. You agree to pay the dreams charges. You agree to pay the aspirations charges. You agree to pay the ambitions charges. You agree to pay the goals charges.

NAME ADDRESS

CITY STATE ZIP

PHONE

DATE

SIGNATURE

100% MONEY-BACK GUARANTEE. If you are not satisfied, simply return the unit for a full refund.

Ex. F

[illegible][illegible][illegible][illegible]

ASTRONAUT GORDON COOPER ANNOUNCES:
**NOW! CONVERT ANTI-
 ENERGY-EMPLOYED LIKE
 FUEL-AND GET MORE
 MORE MILLS PER GALLON!**

[illegible][illegible]

Complaint

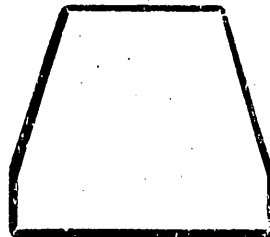
94 F.T.C.

Ex G

**"IT'S A FACT!—INCREASES
MILEAGE UP TO 8 MILES
PER GALLON."**

Says GORDON COOPER
GEMINI ASTRONAUT

**"IMPROVES ENGINE
PERFORMANCE,
REDUCES SMOG EMISSION
AND CLEANS YOUR ENGINE."**



3-PRIMEVALVE

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondents named in the caption hereof, and the respondents having been furnished thereafter with a copy of a draft of complaint which the Bureau proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondents with violations of the Federal Trade Commission Act; and

The respondents and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by the respondents of all the jurisdictional facts set forth in the aforesaid draft of complaint, a statement that the signing of such agreement is for settlement purposes only and does not constitute an admission by respondents that the law has been violated as alleged in such complaint, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that the respondents have violated the said Act, and that complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such agreement on the public record for a period of sixty (60) days, now in further conformity with the procedure prescribed in Section 2.34 of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings, and enters the following order:

1. Respondent American Consumer, Inc. is a corporation organized, existing, and doing business under and by virtue of the laws of the Commonwealth of Pennsylvania, with its principal office and place of business at Caroline and Charter Roads, Philadelphia, Pennsylvania. Respondent Panacolor, Inc. is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its principal office and place of business at Caroline and Charter Roads, Philadelphia, Pennsylvania.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondents, and the proceeding is in the public interest.

ORDER

PART I

It is ordered, That respondents Panacolor, Inc., a corporation, and American Consumer, Inc., a corporation, their successors and

assigns, either jointly or individually, and their officers, agents, representatives and employees directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, offering for sale, sale and distribution of the automobile retrofit device, variously known as the G.R. Valve, the Turbo-Dyne Energy Chamber, and by other names, or of any other air-bleed automobile retrofit device, as "automobile retrofit device" is defined in §301 of the Energy Policy and Conservation Act of 1975, 15 U.S.C. 2011, in or affecting commerce as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from representing, directly or by implication, that the automobile retrofit device variously known as the G.R. Valve, the Turbo-Dyne Energy Chamber, and by other names, or any other air-bleed automobile retrofit device will or may result in fuel economy improvement when installed in an automobile, truck, recreational vehicle, or other motor vehicle. For purposes of Part I of this order, an "air-bleed automobile retrofit device" shall be defined as an automobile retrofit device which, in its operation, admits additional air into the engine intake system either at or downstream of the fuel metering system of the vehicle's engine.

PART II

It is further ordered, That respondents, their successors and assigns, either jointly or individually, and the respondents' officers, agents, representatives and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, offering for sale, sale or distribution of any automobile retrofit device as "automobile retrofit device" is defined in §301 of the Energy Policy and Conservation Act of 1975, U.S.C. 2011, in or affecting commerce as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from representing, directly or by implication, that such device will or may result in fuel economy improvement when installed in an automobile, truck, recreational vehicle, or other motor vehicle unless (1) such representation is true, and (2) at the time of making such representation, respondents possess and rely upon written results of dynamometer testing of such device according to the then current urban and highway driving test cycles established by the Environmental Protection Agency and these results substantiate such representation, and (3) where the representation of the fuel economy improvement is expressed in miles per gallon or percentage, all advertising and other sales promotional materials which contain the representation expressed in such a way must also contain, in a way

that clearly and conspicuously discloses it, the following disclaimer: "REMINDER: Your actual fuel saving may be less. It depends on the kind of driving you do, how you drive and the condition of your car."

PART III

It is further ordered, That respondents, their successors and assigns, either jointly or individually, and their employees, directly or through any corporation, subsidiary, division or other device, in connection with the advertising, offering for sale, sale or distribution of any product in or affecting commerce as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

- a. representing, directly or by implication, that an endorser of such product has expertise in a field of knowledge unless the endorser has the education, training, and knowledge necessary to be qualified as an expert in that field;
- b. using, publishing, or referring to any testimonial or endorsement from any person or organization for such product unless, within the twelve (12) months immediately preceding any such use, publication, or reference, respondents have obtained from that person or organization an express written and dated authorization for such use, publication, or reference;
- c. failing to disclose a material connection, where one exists, between an endorser of such product and any of the respondents. A "material" connection shall mean, for purposes of this order, any direct or indirect economic interest in the sale of the product which is the subject of this endorsement other than (1) a fixed sum payment for the endorsement, all of which is paid before any advertisement containing the endorsement is disseminated, or (2) payment for the endorsement which is directly related to the extent of the dissemination of advertising containing it;
- d. misrepresenting, in any manner the purpose, content, or conclusion of any test or survey pertaining to such product;
- e. misrepresenting, in any manner and for any product, either consumer preference for such product or the results obtained by consumer usage of such product;
- f. misrepresenting in any manner the performance, efficacy, capacity, or usefulness of such product;
- g. representing, directly or by implication, any performance characteristic of such product unless at the time of making the representation respondents possessed and reasonably relied upon

competent and reliable scientific evidence which substantiates such representation.

PART IV

It is further ordered, That respondents, their successors and assigns, either jointly or individually, and their officers, agents, representatives and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, offering for sale, sale or distribution of any product in or affecting commerce as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from failing to maintain the following accurate records which may be inspected by Commission staff members upon reasonable notice: copies of and dissemination schedules for all advertisements, sales promotional materials, and post-purchase materials; documents authorizing use, publication or reference to testimonials or endorsements; records of the number of pieces of direct mail advertising sent in each direct mail advertisement dissemination; documents which substantiate or which contradict any claim which is a part of the advertising, sales promotional material, or post-purchase materials disseminated by respondents directly or through any business entity. Such documentation shall be retained by respondents for a period of three (3) years from the last date any such advertising, sales promotional, or post-purchase materials were disseminated.

PART V

It is further ordered, That respondents shall forthwith distribute a copy of this order to each of their operating divisions and to each of their officers, agents, representatives, or employees who are engaged in the preparation and placement of advertisements.

PART VI

It is further ordered, That respondents notify the Commission at least thirty (30) days prior to the effective date of any proposed change in the corporate respondents such as dissolution, assignment, or sale, resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries or any other change in the corporation which may affect compliance obligations arising out of the order.

PART VII

It is further ordered, That the respondents shall, within sixty (60)

days after service upon them of this order, and also annually thereafter for three (3) years, file with the Commission a report, in writing, setting forth in detail the manner and form in which they have complied with this order.

Complaint

94 F.T.C.

IN THE MATTER OF
ADMARKETING, INC.

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF
THE FEDERAL TRADE COMMISSION ACT

Docket C-2992. Complaint, Sept. 25, 1979 — Decision, Sept. 25, 1979

This consent order, among other things, requires a Beverly Hills, Calif. advertising agency engaged in the advertising and sale of a product known, among other names, as the G.R. Valve to cease from representing, without reliable substantiation, that installing the G.R. Valve or any substantially similar automobile retrofit device in a motor vehicle will result in fuel economy improvement. The firm is further prohibited from misrepresenting the performance, efficacy or usefulness of any energy consumption or energy saving characteristic of an automobile retrofit device; or the purpose, contents or conclusions of tests or surveys relating to such characteristic. The order additionally requires respondent to identify and present to its client, in writing, every representation contained in each advertisement which pertains to an energy consumption or energy saving characteristic of the advertised product.

Appearances

For the Commission: *Laurence M. Kahn.*

For the respondent: *Ronald J. Mandell*, Los Angeles, Calif.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, and by virtue of the authority vested in it by said Act, the Federal Trade Commission having reason to believe that Admarketing, Inc., a corporation, hereinafter referred to as "respondent," having violated the provisions of the said Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues its complaint stating its charges in that respect as follows:

PARAGRAPH 1. Respondent Admarketing, Inc. is a corporation organized 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 8383 Wilshire Boulevard, Beverly Hills, California.

PAR. 2. Respondent, as advertising agency for C.I. Energy Development, Inc., has been engaged in the advertising of a product variously known as the G.R. Valve, the Turbo-Dyne Energy Chamber, and by other names, (hereinafter "product") which product is advertised to be a means of improving fuel economy in automobiles.