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Interlocutory Order

IN THE MATTER OF

R.R. DONNELLEY & SONS CO., ET AL.

Docket 9243. Interlocutory Order, April 19, 1991

ORDER

Based upon the Motion to Dismiss Meredith Corporation as a Respondent and Stipulation of All Parties With Respect Thereto ("Stipulation"), filed by counsel on April 19, 1991,

It is ordered, That Meredith Corporation be, and it hereby is, dismissed as a respondent in this proceeding.

It is further ordered, That the Stipulation is accepted, and it shall be binding upon the parties thereto.

IN THE MATTER OF

NOBODY BEATS THE WIZ, INC.

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF THE
MAGNUSON-MOSS WARRANTY ACT AND THE
FEDERAL TRADE COMMISSION ACT

Docket C-3329. Complaint, May 7, 1991—Decision, May 7, 1991

This consent order prohibits, among other things, a New Jersey retailer of consumer electronic goods from violating the Pre-Sale Availability Rule, promulgated under the Magnuson-Moss Warranty Act, requiring warranty disclosures. Respondent also is required to instruct all current and future Wiz retail-store managers engaged in the sale of consumer products as to their obligations and duties under the Act.

Appearances

For the Commission: *Alice Au and Michael J. Bloom.*

For the respondent: *Robin J. Cass, Schekter, Rishty & Goldstein,*
New York, N.Y.

COMPLAINT

Pursuant to the provisions of the Magnuson-Moss Warranty Act and Rule 702, 16 CFR 702, promulgated thereunder, and the Federal Trade Commission Act, and by virtue of the authority vested in it by said Acts, the Federal Trade Commission, having reason to believe that Nobody Beats the Wiz, Inc., a corporation, hereinafter sometimes referred to as respondent, has violated the provisions of said Acts and Rule 702 promulgated under the Magnuson-Moss Warranty 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 charge in that respect as follows:

PARAGRAPH 1. The definitions of terms contained in Section 101 of the Magnuson-Moss Warranty Act Pub. Law No. 93-637, 15 U.S.C. 2301 (Supp. 1975) and in Rule 702, 16 CFR 702.1 promulgated thereunder, shall apply to the terms used in this complaint.

PAR. 2. Respondent Nobody Beats the Wiz, Inc. is a corporation organized, existing and doing business under and by virtue of the laws