

Complaint

IN THE MATTER OF

KEY HYUNDAI OF MANCHESTER, LLC
AND
HYUNDAI OF MILFORD, LLC

CONSENT ORDER, ETC. IN REGARD TO ALLEGED VIOLATIONS OF
SECTION 5 OF THE FEDERAL TRADE COMMISSION ACT, THE TRUTH
IN LENDING ACT, THE CONSUMER LEASING ACT, REGULATION Z,
AND REGULATION M

Docket No. C-4358; File No. 112 3204
Complaint, May 4, 2012 – Decision, May 4, 2012

This consent order addresses Key Hyundai of Manchester, LLC, and Hyundai of Milford, LLC's advertising of the purchase, financing, and leasing of their motor vehicles. The complaint alleges that respondents have represented that when a consumer trades in a used vehicle in order to purchase another vehicle, respondents will pay off the balance of the loan on the trade-in vehicle such that the consumer will have no remaining obligation for any amount of that loan, but do not. In addition, the complaint alleges violations of the Truth in Lending Act and Regulation Z for failing to disclose certain costs and terms when advertising credit and a violation of the Consumer Leasing Act and Regulation M for failing to disclose the costs and terms of certain leases offered. The consent order prohibits the respondents from misrepresenting that they will pay the remaining loan balance on a consumer's trade-in vehicle such that the consumer will have no obligation for any amount of that loan or any other material fact relating to the financing or leasing of a motor vehicle.

Participants

For the *Commission*: Gregory A. Ashe and Robin Thurston.

For the *Respondents*: Robert C. Byerts, Bass Sox Mercer.

COMPLAINT

The Federal Trade Commission, having reason to believe that Key Hyundai of Manchester, LLC, and Hyundai of Milford, LLC, corporations ("Respondents"), have violated provisions of the Federal Trade Commission Act ("FTC Act"), the Truth in Lending Act ("TILA"), and the Consumer Leasing Act ("CLA"), and it appearing to the Commission that this proceeding is in the public interest, alleges:

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1. Respondent Key Hyundai of Manchester, LLC, (“Manchester”) is a Connecticut limited liability corporation with its principal office or place of business at 21 Hartford Turnpike, Vernon, CT, 06066. Manchester offers automobiles for sale and lease.

2. Respondent Hyundai of Milford, LLC, (“Milford”) is a Connecticut limited liability corporation with its principal office or place of business at 566 Bridgeport Ave., Milford, CT, 06460. Milford offers automobiles for sale or lease.

3. Respondents advertise their automobiles for sale or lease jointly. Both Respondents are responsible for disseminating or causing to be disseminated the advertisements referenced herein.

4. The acts or practices of Respondents alleged in this complaint have been in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

5. Since at least March 2010, Respondents have disseminated or have caused to be disseminated advertisements promoting the purchase, financing, and leasing of their automobiles.

6. Respondents’ advertisements include, but are not necessarily limited to, advertisements posted on the website YouTube.com, copies of which are attached as Exhibits A through C. These advertisements include the following statements:

- a. “I want your trade no matter how much you owe or what you’re driving. In fact I’ll pay off your trade when you upgrade to a nicer, newer vehicle.” (Exhibit A (DVD containing 5/27/11 capture of You Tube advertisement “Pay off Your Trade Sales Event at Key Hyundai of Manchester CT and Key Hyundai of Milford CT” at 0:08-0:11)).
- b. “We’ll pay off your lease or loan no matter how much you owe.” (*Id.* at 0:25-0:30).
- c. “[W]e will pay off your trade no matter what you owe.” (Exhibit B (Print-out of text accompanying You

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Tube advertisement “Pay off Your Trade Sales Event at Key Hyundai of Manchester CT and Key Hyundai of Milford CT”)).

- d. “I’ll pay off your loan no matter what you owe.” (Exhibit C (DVD containing 7/14/11 capture of You Tube advertisement “Key Hyundai Drive Lucky March Sales” at 1:08-1:11)).

7. Respondents also have disseminated or have caused to be disseminated advertisements promoting credit sales and other extensions of closed-end credit in consumer credit transactions, as the terms “advertisement,” “closed-end credit,” “credit sale,” and “consumer credit” are defined in Section 226.2 of Regulation Z, 12 C.F.R. § 226.2, as amended, on the website YouTube.com, copies of which are attached as Exhibits B and D. These advertisements include the following statements:

- a. “We will get you into the car of your dreams, like a 2010 Hyundai Sonata with 0% financing for 72 months. For more information, visit us on the web at <http://keycars.com>.” (Exhibit B).
- b. **“2011 Hyundai Sonata \$199 Per Mo”** (Exhibit D (DVD containing 7/14/11 capture of You Tube advertisement “Key Hyundai April Sales Promotion” at 0:32-0:35)).
- c. **“2011 Hyundai Elantra \$149 Per Mo”** (*Id.* at 0:36-0:39).

No additional information regarding the cost or terms of financing a vehicle appears on this website.

8. Respondents also have disseminated or have caused to be disseminated at least one advertisement promoting consumer leases, as the terms “advertisement” and “consumer lease” are defined in Section 213.2 of Regulation M, 12 C.F.R. § 213.2, as amended, on their website, a copy of which is attached as Exhibit E (printout of 5/16/11 capture of web advertisement at 1). This advertisement includes the following statement:

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“Lease for only \$159 / MO*”

No additional information regarding the cost or terms of leasing a vehicle appears in this advertisement.

**VIOLATION OF THE FEDERAL TRADE COMMISSION
ACT****Misrepresentation of Financing Terms**

9. Through the means described in Paragraph 6, Respondents have represented expressly or by implication that, when a consumer trades in a used vehicle in order to purchase another vehicle, Respondents will pay off the balance of the loan on the trade-in vehicle such that the consumer will have no remaining obligation for any amount of that loan.

10. In truth and in fact, in many instances, when a consumer trades in a used vehicle with a loan balance that exceeds the vehicle's value (*i.e.* the trade-in has negative equity) in order to purchase another vehicle, Respondents will not pay off the balance of the loan on the trade-in vehicle such that the consumer will have no remaining obligation for any amount of that loan. Instead, Respondents include some or all of the negative equity in the loan for the newly purchased vehicle.

11. Therefore, the representation set forth in Paragraph 9 of this Complaint was, and is, false or misleading, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

**VIOLATIONS OF THE TRUTH IN LENDING ACT AND
REGULATION Z**

12. Under Section 144 of the TILA and Section 226.24(d) of Regulation Z, advertisements promoting closed-end credit in consumer credit transactions are required to make certain disclosures if they state any of several terms, such as the monthly payment (“TILA triggering terms”). In addition, the rate of the finance charge must be stated as an “annual percentage rate” using that term or the abbreviation “APR.” 15 U.S.C. § 1664; 12 C.F.R. § 226.24(c).

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13. Respondents' advertisements promoting closed-end credit, including but not necessarily limited to those described in Paragraph 7, are subject to the requirements of the TILA and Regulation Z.

**Failure to Disclose or Disclose Clearly and Conspicuously
Required Credit Information**

14. Respondents' advertisements promoting closed-end credit, including but not necessarily limited to those described in Paragraph 7, have included TILA triggering terms, but have failed to disclose or disclose clearly and conspicuously, additional terms required by the TILA and Regulation Z, including one or more of the following:

- a. The amount or percentage of the downpayment.
- b. The terms of repayment, which reflect the repayment obligations over the full term of the loan, including any balloon payment.
- c. The "annual percentage rate," using that term, and, if the rate may be increased after consummation, that fact.

15. Therefore, the practices set forth in Paragraph 14 of this Complaint have violated Section 144 of the TILA, 15 U.S.C. § 1664, and Section 226.24(d) of Regulation Z, 12 C.F.R. § 226.24(d), as amended.

**Failure to State Rate of Finance Charge as Annual Percentage
Rate**

16. Respondents' advertisements promoting closed-end credit, including but not necessarily limited to those described in Paragraph 7, have stated a rate of finance charge without stating that rate as an "annual percentage rate" using that term or the abbreviation "APR."

17. Therefore, the practices set forth in Paragraph 16 of this Complaint have violated Section 144 of the TILA, 15 U.S.C. §

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1664, and Section 226.24(c) of Regulation Z, 12 C.F.R. § 226.24(c).

**VIOLATION OF THE CONSUMER LEASING ACT AND
REGULATION M**

18. Under Section 184 of the CLA and Section 213.7 of Regulation M, advertisements promoting consumer leases are required to make certain disclosures if they state any of several terms, such as the amount of any payment (“CLA triggering terms”). 15 U.S.C. § 1667c, 12 C.F.R. § 213.7.

19. Respondents’ advertisements promoting consumer leases, including but not necessarily limited to those described in Paragraph 8, are subject to the requirements of the CLA and Regulation M.

**Failure to Disclose or Disclose Clearly and Conspicuously
Required Lease Information**

20. Respondents’ advertisements promoting consumer leases, including but not necessarily limited to those described in Paragraph 8, have included CLA triggering terms, but have failed to disclose or disclose clearly and conspicuously additional terms required by the CLA and Regulation M, including one or more of the following:

- a. The total amount of any initial payments required on or before consummation of the lease or delivery of the property, whichever is later.
- b. Whether or not a security deposit is required.
- c. The number, amount, and timing of scheduled payments.
- d. With respect to a lease in which the liability of the consumer at the end of the lease term is based on the anticipated residual value of the property, that an extra charge may be imposed at the end of the lease term.

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21. Therefore, the practices set forth in Paragraph 20 of this Complaint have violated Section 184 of the CLA, 15 U.S.C. § 1667c, and Section 213.7 of Regulation M, 12 C.F.R. § 213.7.

22. The acts and practices of Respondents as alleged in this complaint constitute deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the FTC Act, violations of the Truth in Lending Act and Regulation Z, and violations of the Consumer Leasing Act and Regulation M.

THEREFORE, the Federal Trade Commission, this fourth day of May, 2012, has issued this complaint against Respondents.

By the Commission, Commissioner Ohlhausen not participating.

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of Respondents named in the caption hereof, and Respondents having been furnished thereafter with a copy of a draft complaint which the Bureau of Consumer Protection proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge Respondents with violation of the Federal Trade Commission Act ("FTC Act"), the Truth in Lending Act ("TILA"), and the Consumer Leasing Act ("CLA"); and

Respondents, their attorney, and counsel for the Commission having thereafter executed an agreement containing a consent order ("consent agreement"), an admission by Respondents of all the jurisdictional facts set forth in the aforesaid draft complaint, a statement that the signing of the 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, or that the facts as alleged in such complaint, other

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than jurisdictional facts, are true, 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 Respondents have violated the FTC Act, the TILA, and the CLA, and that a complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such consent agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, and having duly considered the comments received from interested persons pursuant to section 2.34 of its Rules, now in further conformity with the procedure prescribed in § 2.34 of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings, and enters the following order:

1. Respondent Key Hyundai of Manchester, LLC, is a Connecticut limited liability corporation with its principal office or place of business at 21 Hartford Turnpike, Vernon, Connecticut, 06066.
2. Respondent Hyundai of Milford, LLC, is a Connecticut limited liability corporation with its principal office or place of business at 566 Bridgeport Ave., Milford, Connecticut, 06460.
3. 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**DEFINITIONS**

For the purposes of this order, the following definitions shall apply:

- A. "Advertisement" shall mean a commercial message in any medium that directly or indirectly promotes a consumer transaction.

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- B. “Clearly and conspicuously” shall mean as follows:
1. In a print advertisement, the disclosure shall be in a type size, location, and in print that contrasts with the background against which it appears, sufficient for an ordinary consumer to notice, read, and comprehend it.
 2. In an electronic medium, an audio disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it. A video disclosure shall be of a size and shade and appear on the screen for a duration and in a location sufficient for an ordinary consumer to read and comprehend it.
 3. In a television or video advertisement, an audio disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it. A video disclosure shall be of a size and shade, and appear on the screen for a duration, and in a location, sufficient for an ordinary consumer to read and comprehend it.
 4. In a radio advertisement, the disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it.
 5. In all advertisements, 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 promotion.
- C. “Consumer credit” shall mean credit offered or extended to a consumer primarily for personal, family, or household purposes.
- D. “Consumer lease” shall have the same meaning as that term is defined in Section 213.2 of Regulation M, 12 C.F.R. § 213.2, as amended.

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- E. “Material” shall mean likely to affect a person’s choice of, or conduct regarding, goods or services.
- F. “Motor vehicle” shall mean
 - 1. any self-propelled vehicle designed for transporting persons or property on a street, highway, or other road;
 - 2. recreational boats and marine equipment;
 - 3. motorcycles;
 - 4. motor homes, recreational vehicle trailers, and slide-in campers; and
 - 5. other vehicles that are titled and sold through dealers.

I.

IT IS HEREBY ORDERED that Respondents, directly or through any corporation, subsidiary, division, or other device, in connection with any advertisement to promote, directly or indirectly, the provision of consumer credit, in or affecting commerce, shall not, in any manner, expressly or by implication:

- A. Misrepresent that when a consumer trades in a used motor vehicle (“trade-in vehicle”) in order to purchase another motor vehicle (“newly purchased vehicle”), Respondents will pay any remaining loan balance on the trade-in vehicle such that the consumer will have no remaining obligation for any amount of that loan; or
- B. Misrepresent any material fact regarding the cost and terms of financing or leasing any newly purchased vehicle.

II.

IT IS FURTHER ORDERED that Respondents, directly or through any corporation, subsidiary, division, or other device, in

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connection with an advertisement to promote, directly or indirectly, any extension of consumer credit in or affecting commerce, shall not in any manner, expressly or by implication:

- A. State the amount or percentage of any down payment, the number of payments or period of repayment, the amount of any payment, or the amount of any finance charge, without disclosing clearly and conspicuously all of the following terms:
 - 1. The amount or percentage of the down payment;
 - 2. The terms of repayment; and
 - 3. The annual percentage rate, using the term “annual percentage rate” or the abbreviation “APR.” If the annual percentage rate may be increased after consummation of the credit transaction, that fact must also be disclosed; or
- B. State a rate of finance charge without stating the rate as an “annual percentage rate” or the abbreviation “APR,” using that term.
- C. Fail to comply in any respect with Regulation Z, 12 C.F.R. § 226, as amended, and the Truth in Lending Act, as amended, 15 U.S.C. §§ 1601-1667.

III.

IT IS FURTHER ORDERED that Respondents, directly or through any corporation, subsidiary, division, or other device, in connection with an advertisement to promote, directly or indirectly, any consumer lease, in or affecting commerce, shall not, in any manner, expressly or by implication:

- A. State the amount of any payment or that any or no initial payment is required at lease signing or delivery, if delivery occurs after consummation, without disclosing clearly and conspicuously the following terms:
 - 1. The total amount due at lease signing or delivery;

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2. Whether or not a security deposit is required;
 3. The number, amounts, and timing of scheduled payments; and
 4. That an extra charge may be imposed at the end of the lease term in a lease in which the liability of the consumer at the end of the lease term is based on the anticipated residual value of the vehicle; or
- B. Fail to comply in any respect with Regulation M, 12 C.F.R. § 213, as amended, and the Consumer Leasing Act, 15 U.S.C. §§ 1667-1667f, as amended.

IV.

IT IS FURTHER ORDERED that Respondents and their successors and assigns shall, for five (5) years after the last date of dissemination of any representation covered by this order, maintain and upon request make available to the Federal Trade Commission for inspection and copying:

- A. All advertisements and promotional materials containing the representation;
- B. All materials that were relied upon in disseminating the representation; and
- C. All tests, reports, studies, surveys, demonstrations, or other evidence in their possession or control that contradict, qualify, or call into question the representation, or the basis relied upon for the representation, including complaints and other communications with consumers or with governmental or consumer protection organizations.

V.

IT IS FURTHER ORDERED that Respondents and their successors and assigns 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

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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 thirty (30) 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.

VI.

IT IS FURTHER ORDERED that Respondents 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 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. Unless otherwise directed by a representative of the Commission in writing, all notices required by this Part shall be emailed to Debrief@ftc.gov or sent by overnight courier (not U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue, NW, Washington, DC, 20580. The subject line must begin: FTC v. Key Hyundai.

VII.

IT IS FURTHER ORDERED that Respondents and their successors and assigns, within sixty (60) 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 their own compliance with this order. Within ten (10) days of receipt of written notice from a representative of the Commission, they shall submit additional true and accurate written reports.

Analysis to Aid Public Comment

VIII.

This order will terminate on May 4, 2032, 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;
- 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 Respondents 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.

By the Commission, Commissioner Ohlhausen not participating.

**ANALYSIS OF CONSENT ORDER TO AID PUBLIC
COMMENT**

The Federal Trade Commission ("FTC") has accepted, subject to final approval, an agreement containing a consent order from Key Hyundai of Manchester, LLC, and Hyundai of Milford, LLC. The proposed consent order has been placed on the public record

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for thirty (30) days for receipt of comments by interested persons. Comments received during this period will become part of the public record. After thirty (30) days, the FTC will again review the agreement and the comments received, and will decide whether it should withdraw from the agreement and take appropriate action or make final the agreement's proposed order.

The respondents are motor vehicle dealers. The matter involves their advertising of the purchase, financing, and leasing of their motor vehicles. According to the FTC complaint, respondents have represented that when a consumer trades in a used vehicle in order to purchase another vehicle, respondents will pay off the balance of the loan on the trade-in vehicle such that the consumer will have no remaining obligation for any amount of that loan. The complaint alleges that in fact, when a consumer trades in a used vehicle with negative equity (*i.e.* the loan balance on the vehicle exceeds the vehicle's value) in order to purchase another vehicle, respondents do not pay off the balance of the loan on the trade-in vehicle such that the consumer will have no remaining obligation for any amount of that loan. Instead, the respondents include the amount of the negative equity in the loan for the newly purchased vehicle. The complaint alleges therefore that the representation is false or misleading in violation of Section 5 of the FTC Act. In addition, the complaint alleges violations of the Truth in Lending Act ("TILA") and Regulation Z for failing to disclose certain costs and terms when advertising credit. The complaint also alleges a violation of the Consumer Leasing Act ("CLA") and Regulation M for failing to disclose the costs and terms of certain leases offered.

The proposed order is designed to prevent the respondent from engaging in similar deceptive practices in the future. Part I of the proposed order prohibits the respondents from misrepresenting that they will pay the remaining loan balance on a consumer's trade-in vehicle such that the consumer will have no obligation for any amount of that loan. It also prohibits misrepresenting any other material fact relating to the financing or leasing of a motor vehicle.

Part II of the proposed order addresses the TILA allegations. It requires clear and conspicuous TILA/Regulation Z disclosures when advertising any of the relevant triggering terms with regard

Analysis to Aid Public Comment

to issuing consumer credit. It also requires that if any finance charge is advertised, the rate be stated as an “annual percentage rate” using that term or the abbreviation “APR.” In addition, Part II prohibits any other violation of TILA or Regulation Z.

Part III of the proposed order addresses the CLA allegation. It requires that the respondents clearly and conspicuously make all of the disclosures required by CLA and Regulation M if it states relevant triggering terms, including the monthly lease payment. In addition, Part III prohibits any other violation of CLA and Regulation M.

Part IV of the proposed order requires respondent to keep copies of relevant advertisements and materials substantiating claims made in the advertisements. Part V requires that respondent provide copies of the order to certain of its personnel. Part VI requires notification of the Commission regarding changes in corporate structure that might affect compliance obligations under the order. Part VII requires the respondent to file compliance reports with the Commission. Finally, Part VIII is a provision “sunsetting” the order after twenty (20) years, with certain exceptions.

The purpose of this analysis is to aid public comment on the proposed order. It is not intended to constitute an official interpretation of the complaint or proposed order, or to modify in any way the proposed order’s terms.

Complaint

IN THE MATTER OF

MCWANE, INC.
AND
STAR PIPE PRODUCTS, LTD.

CONSENT ORDER, ETC. IN REGARD TO ALLEGED VIOLATIONS OF
SECTION 5 OF THE FEDERAL TRADE COMMISSION ACT

Docket No. 9351; File No. 101 0080
Complaint, January 4, 2012 – Decision, May 8, 2012

This consent order addresses Star Pipe Products, Ltd.'s business methods, which made it easier to coordinate price levels through an entity known as the Ductile Iron Fittings Research Association. The complaint alleges that Star Pipe Products violated Section 5 of the Federal Trade Commission Act by colluding with McWane to increase DIPF prices. The consent order prohibits the respondent from entering into, adhering to, participating in, maintaining, organizing, implementing, enforcing, or otherwise facilitating any combination, conspiracy, agreement, or understanding between or among any Competitors to raise, fix, maintain, or stabilize prices or price levels, or engage in any other pricing action; or to allocate or divide markets, customers, contracts, transactions, business opportunities, lines of commerce, or territories.

Participants

For the *Commission*: J. Alex Ansaldo, Jeanine K. Balbach, Michael J. Bloom, Thomas H. Brock, Monica Castillo, Edward D Hassi, Linda M. Holleran, and Andrew K. Mann.

For the *Respondents*: Gregory S.C. Huffman, William Katz, Brian Stoltz and Nicole Williams, Thompson & Knight LLP; William Lavery, Joseph Ostoyich, and Andreas Stagard, Baker Botts LLP; and Thomas W. Thagard III and J. Alan Truitt, Maynard Cooper and Gale P.C.

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 ("Commission"), having reason to believe that Respondents McWane, Inc. ("McWane") and Star Pipe Products, Ltd. ("Star") have violated Section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45, and it appearing to the