

Complaint

IN THE MATTER OF

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

Docket No. C-4724; File No. 202 3025
Complaint, July 13, 2020 – Decision, July 13, 2020

This consent order addresses Williams-Sonoma, Inc.’s marketing, sale, and distribution of home products as made in the United States. The complaint alleges that Respondent violated Section 5(a) of the Federal Trade Commission Act by representing that its Goldtouch Bakeware products, Rejuvenation-branded products, and Pottery Barn Teen and Pottery Barn Kids-branded upholstered furniture products, including the materials and subcomponents used to make such products, are all or virtually all made in the United States although they are wholly imported or incorporate significant imported materials or subcomponents. The consent order prohibits Respondent from making U.S.-origin claims for its products unless either: (1) the final assembly or processing of the product occurs in the United States, all significant processing that goes into the product occurs in the United States, and all or virtually all ingredients or components of the product are made and sourced in the United States; (2) a clear and conspicuous qualification appears immediately adjacent to the representation that accurately conveys the extent to which the product contains foreign parts, ingredients or components, and/or processing; or (3) for a claim that a product is assembled in the United States, the product is last substantially transformed in the United States, the product’s principal assembly takes place in the United States, and United States assembly operations are substantial.

Participants

For the *Commission*: *Julia Solomon Ensor*.

For the *Respondents*: *Alex Schneider* and *Christie Grymes Thompson, Kelley Drye & Warren LLP*.

COMPLAINT

The Federal Trade Commission (“FTC” or “Commission”), having reason to believe that Williams-Sonoma, Inc., a corporation, also doing business as Williams Sonoma, Williams Sonoma Home, Pottery Barn, Pottery Barn Kids, Pottery Barn Teen, West Elm, Rejuvenation, Outward, and Mark & Graham (“Respondent” or “Williams-Sonoma”), has violated the provisions of the Federal Trade Commission Act, and it appearing to the Commission that this proceeding is in the public interest, alleges:

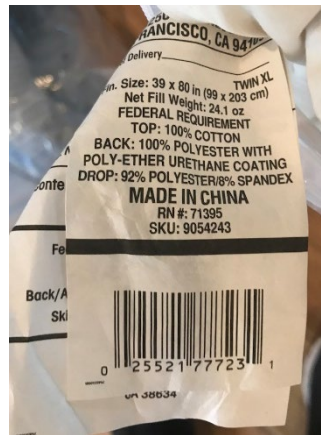
1. Respondent is a Delaware corporation, with its principal place of business at 3250 Van Ness Avenue, San Francisco, CA 94109.

2. Respondent has advertised, labeled, offered for sale, sold, and distributed home products to consumers, including cookware, furniture, light fixtures, linens, small electronics, and others. Respondent advertises these home products in stores and online, including, but not limited to, on its websites and social media platforms. Respondent offers for sale, sells, and distributes its products throughout the United States.

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3. The acts and practices of Respondent alleged in this complaint have been in or affecting commerce, as “commerce” is defined in Section 4 of the Federal Trade Commission Act.

4. In 2018, the Commission received reports that Respondent disseminated Internet advertisements and promotional materials for Pottery Barn Teen organic mattress pads stating those products were “Crafted in America from local and imported materials.” When consumers purchased the mattress pads, they discovered that the pads were, in fact, made in China.



5. After receiving and verifying these reports, the FTC contacted Williams-Sonoma, which quickly updated its website to include correct country-of-origin information for this product. As part of the FTC’s inquiry, the FTC instructed Respondent to undertake a larger review of its country-of-origin verification process.

6. On June 13, 2018, in response to Williams-Sonoma’s quick action to update its claims, explanation that the mattress pad misrepresentation was an isolated instance of human error, and commitment to a multi-step verification process to prevent deceptive country-of-origin claims, FTC staff closed its investigation with a letter on the public record in lieu of formal enforcement action. *See* Exhibit A. The staff’s letter specified that it “should not be construed as a determination that there was no violation of Section 5 . . . [and t]he Commission reserves the right to take such further action as the public interest may require.”

8. Specifically, since June 13, 2018, to induce consumers to purchase Goldtouch Bakeware, Rejuvenation-branded products, and Pottery Barn Teen and Pottery Barn Kids-branded upholstered furniture products, Respondent disseminated or caused to be disseminated advertisements that contain the following statements and depictions, among others:

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- a. Goldtouch Bakeware is made in America or in the USA



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b. Rejuvenation-branded products are made in America or in the USA



Luxurious Craft

Our versatile sofas, sectionals, and chairs are expertly crafted and upholstered with high-quality materials. From top-grain leather to durable wool tweed, each item represents our commitment to longevity. Choose from a range of styles to add quality comfort to your space.

[SHOP NOW](#)



Made in the USA

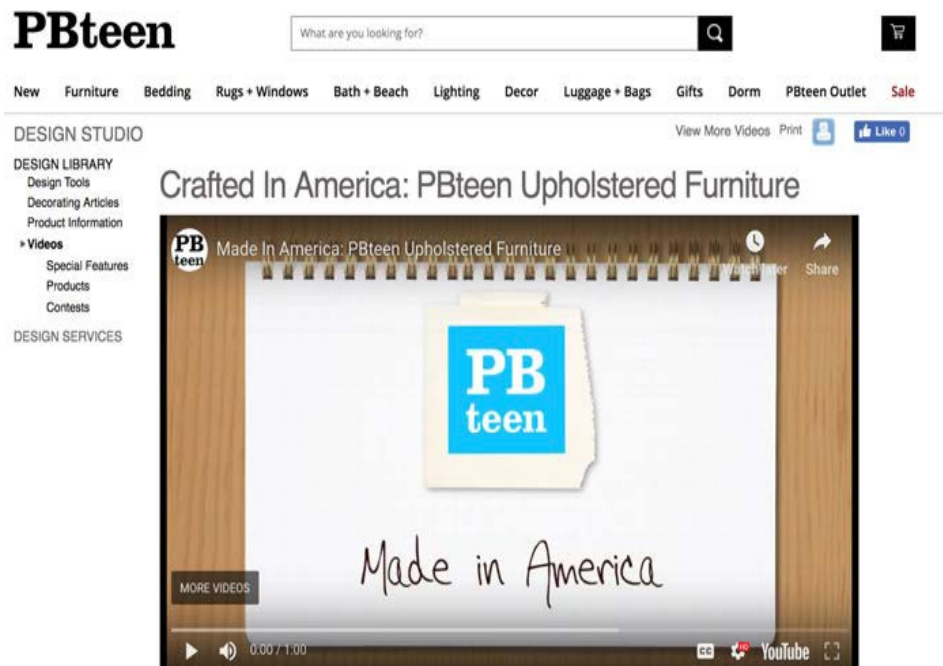
Our sofas and chairs are benchmade in North Carolina by a family-owned company, using sustainable practices and materials made to last.

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(Company website and emails).

- c. Pottery Barn Teen and Pottery Barn Kids-branded upholstered furniture is made in America or in the USA



(Company video).

9. In numerous instances, including, but not limited to, the promotional materials referenced in paragraph 8, Respondent has represented that all Goldtouch Bakeware, Rejuvenation-branded products, and Pottery Barn Teen and Pottery Barn Kids-branded

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upholstered furniture products, including raw materials and subcomponents, were all or virtually all made in the United States.

10. In fact, numerous Goldtouch Bakeware products, Rejuvenation-branded products, and Pottery Barn Teen and Pottery Barn Kids-branded upholstered furniture products are wholly imported, or contain significant imported materials or components.

11. Therefore, Respondent's broad claims that all Goldtouch Bakeware products, Rejuvenation-branded products, and Pottery Barn Teen and Pottery Barn Kids-branded upholstered furniture products are all or virtually all made in the United States deceive consumers.

Count I

False or Unsubstantiated Representation – Made in USA

12. In connection with the advertising, promotion, offering for sale, or sale of Goldtouch Bakeware products, Rejuvenation-branded products, and Pottery Barn Teen and Pottery Barn Kids-branded upholstered furniture products, Respondent has represented, directly or indirectly, expressly or by implication, that such products, including the materials and subcomponents used to make such products, are all or virtually all made in the United States.

13. In fact, in numerous instances, Respondent's Goldtouch Bakeware products, Rejuvenation-branded products, and Pottery Barn Teen and Pottery Barn Kids-branded upholstered furniture products are wholly imported or incorporate significant imported materials or subcomponents. Therefore, the representations set forth in paragraph 12 are false or misleading, or were not substantiated at the time the representations were made.

Violations of Section 5

14. The acts and practices of Respondent as alleged in this complaint constitute unfair or deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the Federal Trade Commission Act.

THEREFORE, the Federal Trade Commission this thirteenth day of July 2020, has issued this Complaint against Respondent.

By the Commission, Commissioner Slaughter not participating.

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DECISION

The Federal Trade Commission (“Commission”) initiated an investigation of certain acts and practices of the Respondent named in the caption. The Commission’s Bureau of Consumer Protection (“BCP”) prepared and furnished to Respondent a draft Complaint. BCP proposed to present the draft Complaint to the Commission for its consideration. If issued by the Commission, the draft Complaint would charge the Respondent with violations of the Federal Trade Commission Act.

Respondent and BCP thereafter executed an Agreement Containing Consent Order (“Consent Agreement”). The Consent Agreement includes: 1) a statement by Respondent that it neither admits nor denies any of the allegations in the Complaint, except as specifically stated in this Decision and Order, and that only for purposes of this action, it admits the facts necessary to establish jurisdiction; and 2) waivers and other provisions as required by the Commission’s Rules.

The Commission considered the matter and determined that it had reason to believe that Respondent has violated the Federal Trade Commission Act, and that a Complaint should issue stating its charges in that respect. The Commission accepted the executed Consent Agreement and placed it on the public record for a period of 30 days for the receipt and consideration of public comments. The Commission duly considered any comments received from interested persons pursuant to Section 2.34 of its Rules, 16 C.F.R. § 2.34. Now, in further conformity with the procedure prescribed in Rule 2.34, the Commission issues its Complaint, makes the following Findings, and issues the following Order:

Findings

1. The Respondent is Williams-Sonoma, Inc., a Delaware corporation, also doing business as Williams Sonoma, Williams Sonoma Home, Pottery Barn, Pottery Barn Kids, Pottery Barn Teen, West Elm, Rejuvenation, Outward, and Mark & Graham, with its principal place of business at 3250 Van Ness Avenue, San Francisco, CA 94109.
2. The Commission has jurisdiction over the subject matter of this proceeding and over the Respondent, and the proceeding is in the public interest.

ORDER**Definitions**

For purposes of this Order, the following definitions apply:

- A. **“Clear(ly) and conspicuous(ly)”** means that a required disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:

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1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made in only one means.
 2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.
 3. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.
 4. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.
 5. On a product label, the disclosure must be presented on the principal display panel.
 6. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.
 7. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.
 8. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.
 9. When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, “ordinary consumers” includes reasonable members of that group.
- B. **“Made in the United States”** means any representation, express or implied, that a product or service, or a specified component thereof, is of U.S.-origin, including, but not limited to, a representation that such product or service is “made,” “manufactured,” “built,” “produced,” or “crafted” in the United States or in America, or any other U.S.-origin claim.
- C. **“Respondent”** means Williams-Sonoma, Inc., also d/b/a Williams Sonoma, Williams Sonoma Home, Pottery Barn, Pottery Barn Kids, Pottery Barn Teen,

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West Elm, Rejuvenation, Outward, and Mark & Graham, and its successors and assigns.

Provisions**I.****Prohibition Against Misrepresentations Regarding U.S.-Origin Claims**

IT IS ORDERED that Respondent, Respondent's officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with promoting or offering for sale any home product, or any other product or service, must not make any representation, expressly or by implication, that a product is Made in the United States unless:

- A. The final assembly or processing of the product occurs in the United States, all significant processing that goes into the product occurs in the United States, and all or virtually all ingredients or components of the product are made and sourced in the United States; or
- B. A Clear and Conspicuous qualification appears immediately adjacent to the representation that accurately conveys the extent to which the product contains foreign parts, ingredients or components, and/or processing; or
- C. For a claim that a product is assembled in the United States, the product is last substantially transformed in the United States, the product's principal assembly takes place in the United States, and United States assembly operations are substantial.

II.**Prohibition Against Deceptive Country of Origin Claims,
Including False and/or Unsubstantiated Claims**

IT IS FURTHER ORDERED that Respondent, Respondent's officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the sale of any home product, or any other product or service, must not make any representation, expressly or by implication, regarding the country of origin of any product or service unless the representation is non-misleading, and, at the time such representation is made, Respondent possesses and relies upon a reasonable basis for the representation.

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III.**Monetary Relief****IT IS FURTHER ORDERED** that:

- A. Respondent must pay to the Commission \$1,000,000, which Respondent stipulates its undersigned counsel holds in escrow for no purpose other than payment to the Commission.
- B. Such payment must be made within 8 days of the effective date of this Order by electronic fund transfer in accordance with instructions provided by a representative of the Commission.

IV.**Additional Monetary Provisions****IT IS FURTHER ORDERED** that:

- A. Respondent relinquishes dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.
- B. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Commission to enforce its rights to any payment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.
- C. The facts alleged in the Complaint establish all elements necessary to sustain an action by or on behalf of the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect for such purposes.
- D. All money paid to the Commission pursuant to this Order may be deposited into a fund administered by the Commission or its designee to be used for relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the Commission may apply any remaining money for such other relief (including consumer information remedies) as it determines to be reasonably related to Respondent's practices alleged in the Complaint. Any money not used is to be deposited to the U.S. Treasury. Respondent has no right to challenge any activities pursuant to this Provision.

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- E. In the event of default on any obligation to make payment under this Order, interest, computed as if pursuant to 28 U.S.C. § 1961(a), shall accrue from the date of default to the date of payment. In the event such default continues for 10 days beyond the date that payment is due, the entire amount will immediately become due and payable.
- F. Each day of nonpayment is a violation through continuing failure to obey or neglect to obey a final order of the Commission and thus will be deemed a separate offense and violation for which a civil penalty shall accrue.
- G. Respondent acknowledges that its Taxpayer Identification Numbers (Social Security or Employer Identification Numbers) may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

V.**Customer Information**

IT IS FURTHER ORDERED that Respondent, Respondent's officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, must directly or indirectly provide sufficient customer information to enable the Commission to efficiently administer consumer redress. Notwithstanding the foregoing, nothing in this Provision shall be construed to not require Respondent to comply with a consumer request to delete the consumer's personal information pursuant to Cal. Civ. Code 1798.105. If a representative of the Commission requests in writing any information related to redress, Respondent must provide it, in the form prescribed by the Commission, within 14 days.

VI.**Acknowledgments of the Order**

IT IS FURTHER ORDERED that Respondent obtain acknowledgments of receipt of this Order:

- A. Respondent, within 10 days after the effective date of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.
- B. Respondent must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees having managerial responsibilities for conduct related to the subject matter of the Order and all agents and representatives having managerial responsibilities for conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Provision titled Compliance Reports and

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Notices. Delivery must occur within 10 days after the effective date of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

- C. From each individual or entity to which Respondent delivered a copy of this Order, Respondent must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

VII.**Compliance Reports and Notices**

IT IS FURTHER ORDERED that Respondent make timely submissions to the Commission:

- A. One year after the issuance date of this Order, Respondent must submit a compliance report, sworn under penalty of perjury, in which Respondent must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission, may use to communicate with Respondent; (b) identify all of Respondent's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, and the means of advertising, marketing, and sales; (d) describe in detail whether and how Respondent is in compliance with each Provision of this Order, including a discussion of all of the changes the Respondent made to comply with the Order; and (e) provide a copy of each Acknowledgment of the Order obtained pursuant to this Order, unless previously submitted to the Commission.
- B. Respondent must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following: (a) any designated point of contact; or (b) the structure of Respondent or any entity that Respondent has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.
- C. Respondent must submit notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against Respondent within 14 days of its filing.
- D. Any submission to the Commission required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: "I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on:

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_____” and supplying the date, signatory’s full name, title (if applicable), and signature.

- E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the 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: In re Williams-Sonoma, Inc.

VIII.**Recordkeeping**

IT IS FURTHER ORDERED that Respondent must create certain records for 20 years after the issuance date of the Order, and retain each such record for 5 years. Specifically, Respondent must create and retain the following records:

- A. Accounting records showing the revenues from all goods or services sold;
- B. Personnel records showing, for each person providing services in relation to any aspect of the Order, whether as an employee or otherwise, that person’s: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;
- C. Records of all consumer complaints and refund requests concerning the subject matter of the Order, whether received directly or indirectly, such as through a third party, and any response;
- D. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission; and
- E. A copy of each materially different advertisement or other marketing material making a representation subject to this Order.

IX.**Compliance Monitoring**

IT IS FURTHER ORDERED that, for the purpose of monitoring Respondent’s compliance with this Order, including any failure to transfer any assets as required by this Order:

- A. Within 10 days of receipt of a written request from a representative of the Commission, Respondent must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury, and produce records for inspection and copying.

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- B. For matters concerning this Order, representatives of the Commission are authorized to communicate directly with Respondent. Respondent must permit representatives of the Commission to interview anyone affiliated with Respondent who has agreed to such an interview. The interviewee may have counsel present.
- C. The Commission may use all other lawful means, including posing through its representatives as consumers, suppliers, or other individuals or entities, to Respondent or any individual or entity affiliated with Respondent, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

X.**Order Effective Dates**

IT IS FURTHER ORDERED that this Order is final and effective upon the date of its publication on the Commission's website (ftc.gov) as a final order. This Order will terminate on July 13, 2040, or 20 years from the most recent date that the United States or the Commission files a complaint (with or without an accompanying settlement) in federal court alleging any violation of this Order, whichever comes later; *provided, however*, that the filing of such a complaint will not affect the duration of:

- A. Any Provision in this Order that terminates in less than 20 years;
- B. This Order if such complaint is filed after the Order has terminated pursuant to this Provision.

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 Provision 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 Slaughter not participating.

Analysis to Aid Public Comment

ANALYSIS OF CONSENT ORDER TO AID PUBLIC COMMENT

The Federal Trade Commission (“FTC” or “Commission”) has accepted, subject to final approval, an agreement containing a consent order from Williams-Sonoma, Inc., also d/b/a Williams Sonoma, Williams Sonoma Home, Pottery Barn, Pottery Barn Kids, Pottery Barn Teen, West Elm, Rejuvenation, Outward, and Mark & Graham (“Respondent”).

The proposed consent order has been placed on the public record 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 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 involves Respondent’s marketing, sale, and distribution of home products as made in the United States. According to the FTC’s complaint, Respondent represented that its Goldtouch Bakeware products, Rejuvenation-branded products, and Pottery Barn Teen and Pottery Barn Kids-branded upholstered furniture products, including the materials and subcomponents used to make such products, are all or virtually all made in the United States. In fact, in numerous instances, Respondent’s Goldtouch Bakeware products, Rejuvenation-branded products, and Pottery Barn Teen and Pottery Barn Kids-branded upholstered furniture products are wholly imported or incorporate significant imported materials or subcomponents. Based on the foregoing, the complaint alleges that Respondent engaged in deceptive acts or practices in violation of Section 5(a) of the FTC Act.

The proposed consent order contains provisions designed to prevent Respondent from engaging in similar acts and practices in the future. Consistent with the FTC’s Enforcement Policy Statement on U.S. Origin Claims, Part I prohibits Respondent from making U.S.-origin claims for its products unless either: (1) the final assembly or processing of the product occurs in the United States, all significant processing that goes into the product occurs in the United States, and all or virtually all ingredients or components of the product are made and sourced in the United States; (2) a clear and conspicuous qualification appears immediately adjacent to the representation that accurately conveys the extent to which the product contains foreign parts, ingredients or components, and/or processing; or (3) for a claim that a product is assembled in the United States, the product is last substantially transformed in the United States, the product’s principal assembly takes place in the United States, and United States assembly operations are substantial.

Part II prohibits Respondent from making any country-of-origin claim about a product or service unless the claim is true, not misleading, and Respondent has a reasonable basis substantiating the representation.

Parts III through V are monetary provisions. Part III imposes a judgment of \$1,000,000. Part IV includes additional monetary provisions relating to collections. Part V requires Respondent to provide sufficient customer information to enable the Commission to administer consumer redress, if appropriate.

Analysis to Aid Public Comment

Parts VI through IX are reporting and compliance provisions. Part VI requires Respondent to acknowledge receipt of the order, to provide a copy of the order to certain current and future principals, officers, directors, and employees, and to obtain an acknowledgement from each such person that they have received a copy of the order. Part VII requires Respondent to file a compliance report within one year after the order becomes final and to notify the Commission within 14 days of certain changes that would affect compliance with the order. Part VIII requires Respondent to maintain certain records, including records necessary to demonstrate compliance with the order. Part IX requires Respondent to submit additional compliance reports when requested by the Commission and to permit the Commission or its representatives to interview Respondent's personnel.

Finally, Part X is a "sunset" provision, terminating 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 proposed order or to modify its terms in any way.

Complaint

IN THE MATTER OF

**TRI STAR ENERGY, LLC,
HOLLINGSWORTH OIL COMPANY, INC.,
C & H PROPERTIES,
AND
MR. RONALD L. HOLLINGSWORTH**

CONSENT ORDER, ETC. IN REGARD TO ALLEGED VIOLATIONS OF SECTION 5 OF THE FEDERAL
TRADE COMMISSION ACT AND SECTION 7 OF THE CLAYTON ACT

*Docket No. C-4720; File No. 201 0074
Complaint, June 23, 2020 – Decision, August 12, 2020*

This consent order addresses the \$214 million acquisition by Tri Star Energy, LLC of certain assets of Hollingsworth Oil Company, Inc., C & H Properties, and Ronald L. Hollingsworth. The complaint alleges that the Acquisition, if consummated, would violate Section 7 of the Clayton Act and Section 5 of the Federal Trade Commission Act and Section 7 of the Clayton Act by substantially lessening competition for the retail sale of gasoline and the retail sale of diesel in and around Whites Creek, Tennessee, and Greenbrier, Tennessee. Under the order respondent must divest to the upfront buyer, Cox Oil Company, Inc., retail fuel assets in two local markets in Tennessee.

Participants

For the *Commission*: Catharine Bill and Ashley Masters.

For the *Respondents*: Jay Nixon and Beth Vessel, Waller Lansden Dortch & Davis LLP; Van Jolas and Bradley Weber, Locke Lord, LLP; and Albert Bart, Sherrard, Roe, Voigt Harbison.

COMPLAINT

Pursuant to the Clayton Act and the Federal Trade Commission Act (“FTC Act”), and its authority thereunder, the Federal Trade Commission (“Commission”), having reason to believe that Respondent Tri Star Energy, LLC has entered into an agreement to acquire certain assets of Respondent Hollingsworth Oil Company, Inc. and Respondent C & H Properties, among other entities, from Respondent Mr. Ronald L. Hollingsworth (collectively, “Hollingsworth”), that such acquisition, if consummated, would violate Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45, and that a proceeding in respect thereof would be in the public interest, hereby issues this complaint, stating its charges as follows.