

by it in respect thereof would be in the public interest, hereby issues its complaint stating its charges in that respect as follows:

Paragraph one: Respondent Vent-Air Contact Lens Laboratories, Inc., is a corporation organized, existing and doing business under and by virtue of the laws of the State of New York, with its principal office and place of business located at 76 Madison Avenue, in the City of New York, State of New York.

Lawrence Lewison is President, Marvin Shore is Controller and Shirley Lewison is Treasurer of the corporation respondent. These individuals direct, formulate and control the acts, practices and policies of the corporate respondent, including those hereinafter referred to. Their business address is the same as that of the corporate respondent.

Paragraph two: Respondents are now, and for some time last past have been, engaged in the manufacture, sale and distribution of contact lenses under the name Vent-Air Contact Lenses. Respondents distribute said contact lenses through wholly owned outlets and through franchised outlets. Contact lenses are designed to correct errors and deficiencies in the vision of the wearer, and are, devices, as the term "device" is defined in the Federal Trade Commission Act.

Paragraph three: Respondents have caused and now cause the said devices, when sold, to be transported from their place of business in the State of New York to purchasers thereof located in various other states of the United States and in the District of Columbia. Respondents maintain and at all times mentioned herein have maintained, a course of trade in said device in commerce as "commerce" is defined in the Federal Trade Commission Act. The volume of business in such commerce has been and is substantial.

Paragraph four: In the course and conduct of their said business, respondents have disseminated, and caused the dissemination of, certain advertisements concerning the said devices by the United States mails and by various means in commerce, as "commerce" is defined in the Federal Trade Commission Act, including, but not limited to, advertisements inserted in newspapers, magazines and other advertising media, for the purpose of inducing and which were likely to induce, directly or indirectly, the purchase of said devices; and have disseminated, and caused the dissemination of, advertisements concerning said devices by various means, including but not limited to the aforesaid media for the purpose of inducing and which were likely to induce, directly or indirectly, the purchase of said devices, in commerce, as "commerce" is defined in the Federal Trade Commission Act.

Paragraph five: Among and typical, but not all inclusive, of the statements and representations contained in said advertisements disseminated as hereinabove set forth are the following:

"a new contact lens!"

"VENT AIR IS EVERYWHERE!"

"... For today you'll find Vent-Airs available—in authorized offices only—in more than 85 cities in the United States, Canada, Mexico and other foreign countries!"

"Every pair of Vent-Airs is registered at the laboratory for your lifetime protection. In case of loss, duplication or adjustment, this permanent prescription record permits the Vent-Air Laboratory to be of immediate service . . . dependable service that's available in offices the world over!"

"So whether you winter in Florida, summer in Canada or move to Honolulu, your Vent-Air Guarantee Card is your key to this exclusive lifetime, worldwide service . . . at no extra cost!"

"Now Vent-Air's No-Risk plan lets you wear your own prescription lenses before you're obligated to take them."

PROFESSIONAL SERVICES AGREEMENT

"Vent-Air Grooved Contact Lenses are guaranteed to be optically perfect and precision ground. The fitting office below agrees to provide all services necessary to the accurate fitting of said lenses and their comfortable, satisfactory wear; and the fee fixed above [the cost of the lenses] will cover all additional fitting, adjustment, etc. which may become necessary to insure satisfaction to the patient mentioned herein. Prescription changes will be made to the original lenses at no charge."

You've asked: "How often should my lenses be checked?"