

SCHEDULE "A"

CT- 2002-008

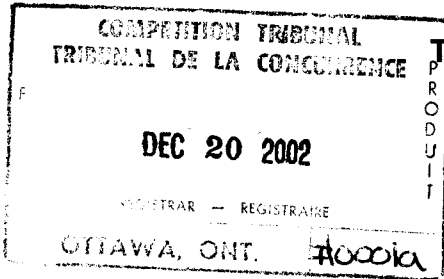
THE COMPETITION TRIBUNAL

IN THE MATTER OF THE *COMPETITION ACT*, R.S.C. 1985, c. C-34, as amended;

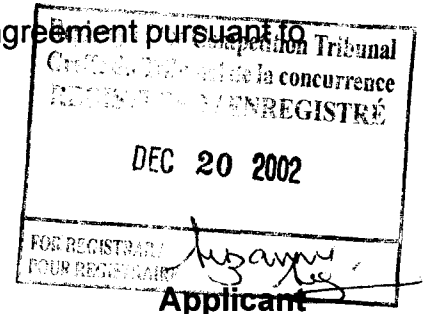
AND IN THE MATTER OF an inquiry pursuant to subsection 10(1)(b)(ii) of the *Competition Act* relating to the marketing practices of 1376535 Ontario Limited and Mansour Tadros and Isis Tadros;

AND IN THE MATTER OF the filing and registration of a consent agreement pursuant to section 74.12 of the *Competition Act*.

BETWEEN:



THE COMMISSIONER OF COMPETITION



- and -

1376535 ONTARIO LIMITED, TADROS & TADROS LIMITED, IBRAHIM & TADROS INC. and TADROS AND MINA LIMITED, OPERATING AS FINE GOLD JEWELLERS and THE DIAMOND CO., and MANSOUR TADROS AND ISIS TADROS

Respondents

[1] WHEREAS beginning in or about 1987, the Respondents, for the purpose of promoting the sale of gold and diamond jewellery by means of in-store written and verbal representations, made and continue to make representations to the public as to price that was clearly specified to be the price at which gold and diamond jewellery had been, were or will be ordinarily supplied by the Respondents ("the ordinary price") where:

- (a) having regard to the nature of the product and the relevant geographic market, the Respondents did not sell a substantial volume of gold and diamond jewellery at that price or a higher price within a reasonable period of time before or after the making of the representations, contrary to s. 74.01(3)(a); and
(b) having regard to the nature of the product and the relevant geographic market, the Respondents did not offer its gold and diamond jewellery at that price or a higher price in good faith for a substantial period of time recently before or immediately after the making of the representations, contrary to s. 74.01(3)(b).

- [2] WHEREAS in the promotion of gold and diamond jewellery to the public, the Respondents did not set the ordinary prices in good faith in that there was no reasonable expectation that they would sell a substantial volume of gold and diamond jewellery at the ordinary prices since a reduction of at least 50% from the ordinary price was continuously offered to potential customers through in-store signage and verbal representations at the point of sale.

THE COMMISSIONER AND THE RESPONDENTS CONSENT TO THE REGISTRATION BY THE COMPETITION TRIBUNAL OF AN AGREEMENT THAT:

- [3] The Respondents shall, and shall cause any entity which they (collectively or individually) have the ability to control to, immediately cease making, causing to be made, or permitting to be made, by any means whatsoever, any representation with respect to the ordinary price of any products unless 50% or more of volume of the product has been sold at that price or a higher price within twelve months prior to the making of the representation.
- [4] The Respondents shall, and shall cause any entity which they (collectively or individually) have the ability to control to, immediately withdraw any written representations relating to direct or implied savings from ordinary prices on all products at all retail locations unless the conditions set out in [3] above have been met.
- [5] The Respondents shall, and shall cause any entity which they (collectively or individually) have the ability to control to, maintain records at each place of business identifying the price at which each product is offered for sale, the price at which that product was sold and the length of time the product was offered for sale at a particular price.
- [6] The Respondents shall, and shall cause any entity which they (collectively or individually) have the ability to control to, provide a certified copy of the business records referred to in paragraph [5] above to the Commissioner of Competition within 14 days of receipt of a written request from an authorized representative of the Commissioner of Competition delivered to 1376535 Ontario Limited by registered mail or by hand to Unit 53, 1170 Sheppard Avenue West, Toronto, M3K 2A3.
- [7] The Respondents shall, and shall cause any entity which they (collectively or individually) have the ability to control to, provide a copy of this Agreement in its entirety to all corporate officers and retail managers within thirty (30) days of the signing of the Agreement; and
- (a) confirm in writing to the Deputy Commissioner of Competition at the address for service set out below within sixty (60) days of the date of signing of the Agreement that this has been completed; and

- (b) indicate in the letter of confirmation the name and job title of each person who was sent a copy of the Agreement pursuant to this provision.
- [8] The Respondents shall develop a Corporate Compliance Policy Manual with respect to the Competition Act and the Precious Metals Marking Act and their application within ninety (90) days, satisfactory to the Commissioner, and submit it for review by the Bureau.
- [9] The Respondents shall, within sixty (60) days of registration of this Agreement, pay an administrative monetary penalty in the amount of twenty-five thousand dollars (\$25,000.00)
- [10] This Agreement shall remain in force of a period of 10 years from its date of registration.

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THE COMPETITION TRIBUNAL

**IN THE MATTER OF THE *COMPETITION ACT*, R.S.C.
1985, c. C-34, as amended;**

AND IN THE MATTER OF an inquiry pursuant to
subsection 10(1)(b)(ii) of the *Competition Act* relating to
the marketing practices of 1376535 Ontario Limited and
Mansour Tadros, President and Isis Tadros, Treasurer;

AND IN THE MATTER OF the filing and registration of a
consent agreement pursuant to section 74.12 of the
Competition Act.

BETWEEN:

THE COMMISSIONER OF COMPETITION

Applicant

- and -

**1376535 ONTARIO LIMITED, TADROS & TADROS
LIMITED, IBRAHIM & TADROS INC. and TADROS
AND MINA LIMITED
OPERATING AS FINE GOLD JEWELLERS and
THE DIAMOND CO.,
and MANSOUR TADROS AND ISIS TADROS**

Respondents

CONSENT

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