

Proposed Respondent Chang Jin Park is an individual trading and doing business as Samsung Video, 3425 N. Chatham Road #108, Ellicott City, MD 21042.

Proposed Respondent Mi Hwa Park is an individual trading and doing business as Sarangbang Video, 2430 York Road, Timonium, MD 21093.

Proposed Respondent Young Min Ro is an individual trading and doing business as Hanyang Video, c/o Lucky World (Laurel), 14222 Cherry Lane Ct., Laurel, MD 20707.

Proposed Respondent Chae Sul Song is an individual trading and doing business as Lucky Gifts, 1690-D Annapolis Road, Odenton, MD 21113.

Proposed Respondent Tae Eung Yu is an individual trading and doing business as Hyundai Video, 10539 Greenbelt Road, Seabrook, MD 20706.

Proposed Respondent Seung Man Yun is an individual trading and doing business as Gaymi Video, 801 S. Crain Highway, Glen Burnie, MD 21061.

2. Proposed Respondents admit all the jurisdictional facts set forth in the draft of complaint.

3. Proposed Respondent waive:

a. Any further procedural steps;

b. The requirement that the Commission's decision contain a statement of findings of fact and conclusions of law;

c. All rights to seek judicial review or otherwise to challenge or contest the validity of the Order entered pursuant to this agreement; and

d. Any claim under the Equal Access to Justice Act.

4. This agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission it, together with the draft of complaint contemplated thereby, will be placed on the public record for a period of sixty (60) days and information in respect thereto publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify the proposed Respondents, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision, in disposition of the proceeding.

5. This agreement is for settlement purposes only and does not constitute an admission by the proposed Respondents that the law has been violated as alleged in the draft of complaint or that the facts as alleged in the draft complaint, other than jurisdictional facts, are true.

6. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of § 2.34 of the Commission's rules, the Commission may, without further notice to the proposed Respondents, (1) Issue its complaint correspondent in form and substance with the draft of complaint and its decision containing the following Order to cease and desist in disposition of the proceeding, and (2) make information public with respect thereto. When so entered, the Order to cease and desist shall have the same force and effect and may be altered, modified or set aside in the same manner and within the same time provided by statute for other orders. The Order shall become final upon service. Delivery by the U.S. Postal Service of the complaint and decision containing the agreed-to Order to proposed Respondents' addresses as stated in this agreement shall constitute service. Proposed Respondents waive any right they may have to any other manner of service. The complaint may be used in construing the terms of the Order, and no agreement, understanding, representation or interpretation not contained in the Order or the agreement may be used to vary or contradict the terms of the Order.

7. Proposed Respondents have read the proposed complaint and Order contemplated hereby. Proposed Respondents understand that once the Order has been issued, they will be required to file one or more compliance reports showing that they have fully complied with the Order. Proposed Respondents further understand that they may be liable for civil penalties in the amount provided by law for each violation of the Order after it becomes final.

It is ordered that, as used in this Order, the following definitions shall apply:

(A) "Respondent Korean Video Association" means the Korean Video Stores Association of Maryland, its predecessors, subsidiaries, divisions, members, committees, and groups and affiliates controlled by the Korean Video Stores Association of Maryland, their directors, officers, employees, agents, and representatives, and their successors and assigns.

(B) "Individual Respondents" means Chang Hyun Cho, individually and trading and doing business as Hana Video; Bong Soo Ha, individually and trading and doing business as Video Town; Yoo Kwan Jun, individually and trading and doing business as Harford Video; Dae Yong Kang, individually and

trading and doing business as Daenamoo Video; Yong Hoon Kang, individually and trading and doing business as Lotte Gifts Store; Mi La Kim, individually and trading and doing business as Koryo Video; Ki Sik Kim, individually and trading and doing business as Video Center; Suk C. Kim, individually and trading and doing business as Nalee Video; Ju Young Lee, individually and trading and doing business as Young Video; Kyeong Hae Lee, individually and trading and doing business as Korean Corner; Chang Jin Park, individually and trading and doing business as Samsung Video; Mi Hwa Park, individually and trading and doing business as Sarangbang Video; Young Min Ro, individually and trading and doing business as Hanyang Video; Chae Sul Song, individually and trading and doing business as Lucky Gifts; Tae Eung Yu, individually and trading and doing business as Hyundai Video; Seung Man Yun, individually and trading and doing business as Gaymi Video; and their respective successors and assigns.

(C) "Respondents" means the Respondent Korean Video Association and the Individual Respondents.

(D) "Commission" means the Federal Trade Commission.

(E) "Video tapes" means pre-recorded video cassette tapes.

(F) "Retail video tape rental business" means the business of renting pre-recorded video cassette tapes for a fee to retail customers.

II

It is further ordered that Respondents, directly or indirectly, or through any corporation, association, or other device, in connection with the retail, video tape rental business, in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, as amended, forthwith cease and desist from:

(A) Entering into, attempting to enter into, organizing, continuing, adhering to, or maintaining any combination, conspiracy, contract, agreement, understanding, plan, or program with any person in the retail video tape rental business to construct, fix, stabilize, raise, maintain, or otherwise interfere or tamper with the prices charged or other terms or conditions for retail video tape rentals;

(B) Recommending or encouraging any person in the retail video tape rental business to charge certain prices or set other terms or conditions for retail video tape rentals;

(C) For a period of three (3) years after the date this Order becomes final, continuing any formal or informal