

faced with one of these situations. The Attorney General would call them up, or write to them, complaining of a specific practice and giving them notice that they were in violation of the Unfair Trade Practices Act. If there was no response, the Attorney General then goes to the court and asks for a temporary restraining order to stop these practices. When that happens, the judge says, have you given notice to the offending party, and the Attorney General must answer, yes, we have. At that point the court can order the temporary restraining order. In the event the temporary restraining order is effectuated, or actually at any time once the complaint has gone forward, the merchant can come forward and say, wait a second, let's not go to court, I will agree to stop doing what you complain of, you don't go forward with your action, we'll stop the behavior, we'll voluntarily agree to stop doing this deceptive practice. If they come forward and the Attorney General is given those assurances, they write up a voluntary assurance. The law now says, if the voluntary assurance is given and accepted by the Attorney General, the Attorney General may not then go in on any past practice from that merchant and claim damages or go forward with a case. In other words, they don't go to court. It's settled, no court action. But, if the merchant refuses to make that voluntary agreement, they then go to court and there is a trial on whether or not there has been a commercially unfair deceptive trade practice, the kinds of acts, by the way, that Senator Nelson wants applied to campgrounds. If the complaining merchant has not been willing to give a voluntary assurance, resists it in court, the court can then exact certain kinds of penalties. To our existing penalties this adds the administrative penalty of \$2,000 per violation. Is there a problem in the State of Nebraska with unfair deceptive trade practices? Yes, as a matter of fact Senator Chizek will recall the public hearing in which the Attorney General came forward and identified a \$900,000 scam in which people were advertising for a cream that was to enlarge the male member's size. Okay? This was a cream, which when applied, had near magical results in enlarging a portion of the male anatomy. Nine hundred thousand dollars (laughter) of willing purchasers in the nation sent to a small mailing box, in Lincoln, the amount of money necessary to purchase this magical cream. The cream was supposedly authorized by an institute which does not exist. It was attested to by a nurse who said, I worked for this company not because of the money but because of what it did for my husband, and is justified by the claim of a doctor who doesn't exist. The only thing that exists in this state is a 3 by 5