

District Attorney Marc Bennett  
18<sup>th</sup> Judicial District of Kansas



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For Immediate Release, August 14, 2019

**WICHITA, KAN.** – Walmart, Kroger/Dillons, and P&GD (a Proctor & Gamble Company affiliate) which supply health & beauty products nationally have entered into a consent judgment and injunction with the Office of the District Attorney and agreed to pay \$39,467.00. The District Attorney's Consumer Protection Division investigated sales of Olay brand soap advertised using the words "TWIN PACK Buy 2 & Save" but which were more expensive than the single pack displayed next to it.

The investigation alleged that Sedgwick County Consumers generally spent approximately \$0.30-\$1.00 more when buying the "TWIN PACK", which typically sold for \$8.68-\$8.99, because the "TWIN PACK" contained bars of soap approximately 15% smaller than the single pack next to it on the shelf. Walmart sold the soap in approximately 10 stores while Dillons/Kroger sold the soap in approximately 24 stores throughout Sedgwick County. Collectively over 1,000 twin packs were sold which were packaged by P&GD with the intent to solicit customers to buy the product.



The District Attorney's Consumer Protection Division's investigation concluded Walmart, Kroger/Dillons, and P&GD had violated the Kansas Consumer Protection Act (KCPA). In the consent judgment the District Attorney's Office alleged a violation of K.S.A. 50-626(b)(2) and also K.S.A. 50-627(b)(6).

- K.S.A. 50-626(b)(2) declares a willful use of exaggeration, falsehood, innuendo or ambiguity as to a material fact to be a deceptive act and practice.
- K.S.A. 50-627(b)(6) prohibits suppliers from making a misleading statement of opinion on which the consumer is likely to rely to the consumer's detriment, the law considers that unconscionable.

All three Defendants agreed to the consent judgment without a trial and acknowledged the purpose of the judgment was to address restitution, specific performance, civil penalties, and investigative expenses for the alleged violations. As part of the judgment the three Defendants agreed pay \$19,000 in restitution indirectly, to a bona fide charitable

organization serving Sedgwick County, because finding the actual consumers would be impractical. Walmart, Kroger/Dillons, and P&GD also agreed to pay a \$19,000 civil penalty along with \$1,467 in court costs and investigative expenses.

The District Attorney reminds residents that no businesses in any industry, large or small, should engage in deceptive or unconscionable advertising. Suppliers must be able to substantiate any claims a supplier makes in advertising their goods, such as “All Natural”, “Going out of Business”, “Made in the USA”, sale or discount pricing. Consumers should be especially vigilant with products making health claims.

The consent judgment and injunction was signed by Judge William Woolley on August 14, 2019. The case was handled by Jordan Aceves and Avery Elofsson of the District Attorney’s Office.

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