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Citation: **2004 FTC LEXIS 90**

*2004 FTC LEXIS 90, \**

In the Matter of KFC CORPORATION, a corporation

FILE NO. 042-3033

Federal Trade Commission

2004 FTC LEXIS 90

AGREEMENT CONTAINING CONSENT ORDER

June 3, 2004

**[\*1]**

**COMPLAINT**

The Federal Trade Commission, having reason to believe that KFC Corporation, a corporation, ("respondent"), has violated the provisions of the Federal Trade Commission Act, and it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent KFC Corporation ("KFC") is a Delaware corporation with its principal office or place of business at 1441 Gardiner Lane, Louisville, Kentucky 40213-1914.
2. Respondent has advertised, labeled, offered for sale, sold, and distributed food products to the public, including fried chicken sold under the "KFC" name.
3. Fried chicken is a "food" within the meaning of Sections 12 and 15 of the Federal Trade Commission Act.
4. The acts and practices of respondent alleged in this complaint have been in or affecting commerce, as "commerce" is defined in Section 4 of the Federal Trade Commission Act.
5. Respondent has disseminated or has caused to be disseminated advertising and promotional materials for its fried chicken, including but not limited to the attached Exhibits A and B. These advertisements and promotional materials contain the following statements:

A. (Exhibit A: Television **[\*2]** advertisement)

Visual: A man watching a football game on television while his wife arrives at home carrying a shopping bag.

Husband: Hey, honey.

Wife: Hey. Remember how we talked about eating better. Well, it starts today!

Fine Print Superscript: A balanced diet and exercise are necessary for good health.

Visual: Wife puts a bucket of KFC chicken down in front of husband.

Announcer: The secret's out. Two Original Recipe chicken breasts have less fat than a BK Whopper. Or go skinless for just 3 grams of fat per piece.

Fine Print Superscript: Comparing edible portions. 2 Original Recipe breasts 38 g fat, Whopper 43 g fat. . . .

Visual: **2 KFC BREASTS**

**LESS FAT  
THAN 1 WHOPPER**

\*\*\*

Announcer: And now, get a 12-piece bucket of kitchen-fresh chicken for just \$ 9.99.

Fine Print Superscript: Not a low sodium, low cholesterol food. 12-piece bucket also contains legs, thighs and wings. . . .

Husband: You know, I'm doing this for you.

Wife: Hmm.

Announcer: For a fresh way to eat better, you've gotta KFC what's cookin'!

B. (Exhibit B: Television advertisement)

Visual: A man is sitting on the tailgate of a truck with his back to the camera. Another [\*3] man walks by, then backs up as he recognizes him.

Man: Jack? Is that you? Man, you look fantastic! What the heck you been doing!?

Jack: Eatin' chicken.

Fine Print Superscript: A balanced diet and exercise are necessary for good health.

Visual: Jack takes a bite of fried chicken. Next to him on the tailgate is a KFC box containing at least one other piece of chicken.

Announcer: The secret's out. One Original Recipe chicken breast has just 11 grams of carbs and packs 40 grams of protein. So if you're watching carbs and going high-protein, go KFC.

Visual: **11 GRAMS OF CARBS  
40 GRAMS OF PROTEIN**

Fine Print Superscript: Not a low fat, low sodium, low cholesterol food. 12-piece bucket also contains legs, thighs and wings. . . .

Announcer: And now, get a 12-piece bucket of kitchen-fresh chicken for just \$ 9.99.

\*\*\*

Man: Chicken?

Jack: Chicken.

Announcer: For a fresh way to eat better, you gotta KFC what's cookin'!

5. Through the means described in Paragraph 5, respondent has represented, expressly or by implication, that eating KFC fried chicken, specifically two Original Recipe fried chicken breasts, is better for a consumer's health than eating a Burger [\*4] King Whopper.

7. In truth and in fact, eating KFC fried chicken, specifically two Original Recipe fried chicken breasts, is not

better for a consumer's health than eating a Burger King Whopper. While compared to Burger King's Whopper, two KFC Original Recipe fried chicken breasts have slightly less total fat (38 g. v. 43 g.) and saturated fat (12 g. v. 13 g.), they have more trans fat (3.5 g. vs. 1 g.), more cholesterol (290 mg. v. 85 mg.), more sodium (2300 mg. vs. 980 mg.), and more calories (760 v. 710). Therefore, the representation set forth in Paragraph 6 was, and is, false or misleading.

8. Through the means described in Paragraph 5, respondent has represented, expressly or by implication, that eating KFC fried chicken is compatible with "low carbohydrate" weight loss programs.

9. In truth and in fact, eating KFC fried chicken is not compatible with "low carbohydrate" weight loss programs. "Low carbohydrate" weight loss programs such as the Atkins Diet and the South Beach Diet advise against eating breaded, fried foods. Therefore, the representation set forth in Paragraph 8 was, and is, false or misleading.

10. The acts and practices of respondent as alleged in this [\*5] complaint constitute unfair or deceptive acts or practices, and the making of false advertisements, in or affecting commerce in violation of Sections 5(a) and 12 of the Federal Trade Commission Act.

IN WITNESS WHEREOF, the Federal Trade Commission has caused its complaint to be signed by its Secretary and its official seal to be hereto affixed at Washington, D.C. this \_\_\_ day of \_\_\_, 2004.

HARBOUR; THOMPSON

**STATEMENT OF COMMISSIONER PAMELA JONES HARBOUR**

The Commission has entered into a consent agreement with KFC Corp. ("KFCC") to settle allegations that the company deceptively advertised its fried chicken as being compatible with low-carbohydrate weight loss programs, among other claims. I concur with the Commission's admirable results in obtaining strong injunctive relief, and I applaud staff for bringing a national advertising case. I believe, however, that an even stronger remedy is warranted. KFCC is fully aware of our nation's struggle with obesity, yet has cynically attempted to exploit a massive health problem through deceptive advertising. Companies should not be allowed to benefit monetarily from this kind of deception, especially where the health and safety of consumers [\*6] are compromised. Therefore, I encourage the Commission to find ways to seek monetary relief in future cases like this one.

Our nation's obesity rate has "reached epidemic proportions, afflicting 6 out of every 10 Americans." n1 Being overweight or obese is "the second leading cause of preventable death, after smoking, resulting in an estimated 300,000 deaths per year. The costs, direct and indirect, associated with [being] overweight and obese are estimated to exceed \$ 100 billion a year." n2 Obesity has been described as both an "epidemic" and a "crisis." n3 Many consumers are interested in controlling their weight, and they rely heavily on the nutritional information in food advertisements to help them make choices about which foods to eat.

----- Footnotes -----

n1 Weight-Loss Advertising: An Analysis of Current Trends, A Report of the Staff of the Federal Trade Commission (Sept. 2002), at vii ("Executive Summary"), available at <http://www.ftc.gov/bcp/reports/weightloss.pdf>.

n2 Id.

n3 See The Time/ABC News Summit on Obesity (Preliminary Agenda for June 2-4, 2004), available at <http://www.time.com/time/2004/obesity>; America's Obesity Crisis, TIME (June 7, 2004).

----- End Footnotes----- **[\*7]**

In the fall of 2003, KFCC apparently was suffering from decreased fried chicken sales, perhaps as a result of consumers' interest in a healthier diet. n4 In October 2003, KFCC embarked on an ad campaign in which deceptively advertised that eating KFC fried chicken is compatible with a "low carbohydrate" weight loss program, even though "low carbohydrate weight loss programs such as the Atkins Diet and the South Beach Diet advise against eating breaded, fried foods." n5 In another ad, KFCC advertised that eating two of its "Original Recipe" fried chicken breasts was better for a consumer's health than eating a Burger King Whopper--even though the chicken is nearly equivalent to the Whopper in fat grams and is actually higher in trans fat, cholesterol, sodium and calories. n6 Both ads also promote an entire bucket of chicken, even though the voiceovers in the ads referenced one or two-piece servings. n7

----- Footnotes-----

n4 See 20/20: Fast Not Fat: Fast Food Chains Will Go to Any Lengths to Keep People Eating Their Food (ABC News television broadcast, Oct. 31, 2003); Editorial, KFC blunders in "health" ads, ADVERTISING AGE (Nov. 3, 2003), at 22; Bob Garfield, Garfield's AdReview: KFC serves big, fat bucket of nonsense in "healthy" spots, ADVERTISING AGE (Nov. 3, 2003), at 61. **[\*8]**

n5 In the Matter of KFC Corporation, File No. 042-3033, Complaint at PP5, 8-9 (June 2, 2004).

n6 Id. at P7 ("While compared to Burger King's Whopper, two KFC Original Recipe fried chicken breasts have slightly less total fat (38 g. v. 43 g.) and saturated fat (12 g. v. 13 g.), they have more trans fat (3.5 g. vs. 1 g.), more cholesterol (290 mg. v. 85 mg.), more sodium (2300 mg. vs. 980 mg.), and more calories (760 v. 710).").

n7 See, e.g., World News Tonight with Peter Jennings: Good for You? KFC Adverts (ABC television broadcast, Nov. 19, 2003); NBC Nightly News with Tom Brokaw: Federal Trade Commission Wanting Proof That KFC's Chicken Can Be Called a Health Food in TV Commercials (NBC television broadcast, Nov. 18, 2003); KFC Corporation, Complaint at P5 (setting forth voiceovers).

----- End Footnotes-----

KFCC knew (or certainly should have known) that its ads were false and deceptive, and that the ads would encourage consumers to believe that KFC fried chicken was much healthier for them than it actually is. Only a few days after the ads aired, an Advertising Age editorial strongly criticized KFCC for running **[\*9]** them, describing the ads as "desperate and sleazy tactics." n8 In an interview on National Public Radio, the executive editor of Advertising Age stated that it was "very unusual" for the publication to run such a staff editorial, but justified it by saying that "instead of being truth well told, which is what advertising should be, it seems like not only an exaggerated claim, but basically an effort to deceive." n9 Consumer advocacy groups complained about the ads as well, and the ads were the subject of much discussion until they stopped airing in late November 2003. n10

----- Footnotes-----

n8 Garfield, supra note 4.

n9 Day To Day: Jonah Bloom Discusses Advertising Age Magazine's Editorial Criticism of KFC's New Ad Campaign (National Public Radio broadcast, Nov. 6, 2003).

n10 See, e.g., Bruce Schreiner, KFC Ends Healthy Fried Chicken Ad Blitz, ASSOC. PRESS ONLINE (Nov. 19, 2003); 20/20, supra note 4.

----- End Footnotes-----

I have voted to accept the proposed settlement because it contains very strong injunctive relief that will go a long way toward [\*10] preventing KFCC from engaging in similar deceptive advertising in the future. In addition to addressing the specific claims made in the KFCC ads, the proposed consent agreement also contains more general language prohibiting KFCC from making representations about the absolute or comparative amount of fat, cholesterol, sodium, calories, or any other nutrient in any food it sells that contains chicken; about the compatibility of such food with any weight loss program; or about the health benefits of such food, unless the representation is true and, at the time it is made, KFCC possesses and relies upon competent and reliable evidence--which in certain specified cases must be competent and reliable scientific evidence--that substantiates the representation. n11

----- Footnotes -----

n11 In the Matter of KFC Corporation, File No. 042-3033, Analysis of Proposed Consent Order to Aid Public Comment (June 2, 2004).

----- End Footnotes-----

Accepting injunctive relief alone is reasonably consistent with the Commission's prior settlements in similar cases. However, where a [\*11] company appears to have exploited a national health crisis, an even stronger response from the Commission is warranted. While I recognize that it may be difficult to calculate monetary relief in these kinds of cases, I would like to see the Commission develop methodological approaches that would support seeking such remedies in future cases of similar types of deceptive advertising, as the Commission has done in the past. For example, in 1995, the FTC settled charges with The Dannon Company that it had made false or misleading claims for its Pure Indulgence line of frozen yogurt. As part of the consent agreement, Dannon agreed to pay \$ 150,000 in disgorgement. n12 Similarly, in 1983, the FTC settled charges with Estee Corporation that it had misled consumers by falsely claiming that the sweeteners in its foods had been accepted by the American Diabetes Association and the Food and Drug Administration. Estee Corporation agreed to pay \$ 25,000 in cy pres relief to the American Diabetes Association or the Juvenile Diabetes Foundation. n13

----- Footnotes -----

n12 FTC Press Release, Dannon Agrees To Settle FTC Charges That Low-Fat Ad Claims for Frozen Yogurt were False and Misleading (Nov. 25, 1995); In the Matter of The Dannon Company, Inc., Dkt. No. C-3643, 121 F.T.C. 136, 139 (March 18, 1996) (consent order). [\*12]

n13 In the Matter of Estee Corporation, Dkt. No. C-3126, 102 F.T.C. 1804, 1812 (Nov. 16, 1983) (consent order). Cy pres relief, also known as indirect restitution or fluid recovery, is used in situations where injured persons cannot be directly compensated. Instead, under cy pres, restitutionary funds are awarded in some alternate way that indirectly benefits the injured persons.

----- End Footnotes-----

While injunctive relief is important in deceptive advertising cases such as this one, monetary relief may further serve to correct unlawful conduct, reverse its ill effects, and deter future violations of the law. Well-formulated cy pres relief, in particular, may provide real benefits to consumers. It is not only reasonably related to the violation, but also reasonably likely to reach the individuals most injured by a particular

deceptive advertisement. Should the appropriate case present itself in the future, I strongly encourage the Commission to consider the applicability and effectiveness of cy pres and other potential monetary remedies.

## **STATEMENT OF COMMISSIONER MOZELLE W. THOMPSON**

I have voted to accept the consent [\*13] agreement with KFC Corp. in this matter and I concur with Commissioner Harbour's statement.

### **ORDER:**

#### **AGREEMENT CONTAINING CONSENT ORDER**

The Federal Trade Commission has conducted an investigation of certain acts and practices of KFC Corporation, a corporation ("proposed respondent"). Proposed respondent, having been represented by counsel, is willing to enter into an agreement containing a consent order resolving the allegations contained in the attached draft complaint. Therefore,

**IT IS HEREBY AGREED** by and between KFC Corporation and counsel for the Federal Trade Commission that:

1. Proposed respondent KFC Corporation is a Delaware corporation with its principal office or place of business at 1441 Gardiner Lane, Louisville, Kentucky 40213-1914.

2. Proposed respondent admits all the jurisdictional facts set forth in the draft complaint.

3. Proposed respondent waives:

a. Any further procedural steps;

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

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

4. This agreement [\*14] 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 complaint, will be placed on the public record for a period of thirty (30) days and information about it publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify proposed respondent, 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 proposed respondent that the law has been violated as alleged in the draft complaint, or that the facts as alleged in the draft complaint, other than the 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 Section 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondent, (1) issue [\*15] its complaint corresponding in form and substance with the attached draft complaint and its decision containing the following order in disposition of the proceeding, and (2) make information about it public. When so entered, the order 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 of the complaint and the decision and order to proposed respondent's address as stated in this agreement by any means specified in Section 4.4(a) of the Commission's Rules shall constitute service. Proposed respondent waives any right it may have to any other manner of service. The complaint may be

used in construing the terms of the order. No agreement, understanding, representation, or interpretation not contained in the order or in the agreement may be used to vary or contradict the terms of the order.

7. Proposed respondent has read the draft complaint and consent order. It understands that it may be liable for civil penalties in the amount provided by law and other appropriate relief for each violation of the order after it becomes final. **[\*16]**

## **ORDER**

### **DEFINITIONS**

For purposes of this order, the following definitions shall apply:

1. "Competent and reliable scientific evidence" shall mean tests, analyses, research, studies, or other evidence based on the expertise of professionals in the relevant area, that has been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.
2. Unless otherwise specified, "respondent" shall mean KFC Corporation, its successors and assigns, and its officers, agents, representatives, and employees.
3. "Commerce" shall mean as defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.
4. "Endorsement" shall mean as defined in 16 C.F.R. § 255.0.
5. "Food" shall mean as defined in Section 15 of the Federal Trade Commission Act, 15 U.S.C. § 55.

#### **I.**

IT IS ORDERED that respondent, directly or through any corporation, subsidiary, division, or other device, in connection with the labeling, advertising, promotion, offering for sale, sale, or distribution of fried chicken, in or affecting commerce, shall not make any representation, in any manner, expressly **[\*17]** or by implication, including through the use of endorsements or the product name that:

- A. Eating KFC fried chicken is better for a consumer's health than eating a Burger King Whopper; or
- B. Eating KFC fried chicken is compatible with "low carbohydrate" weight loss programs;

unless the representation is true and, at the time it is made, respondent possesses and relies upon competent and reliable evidence, which for purposes of Part I.A. of this Order must be competent and reliable scientific evidence, that substantiates the representation.

#### **II.**

IT IS FURTHER ORDERED that respondent, directly or through any corporation, subsidiary, division, or other device, in connection with the labeling, advertising, promotion, offering for sale, sale, or distribution of chicken or any food or combination of foods in which chicken is a component, in or affecting commerce, shall not make any representation, in any manner, expressly or by implication, including through the use of endorsements or the product name, about:

- A. The absolute or comparative amount of fat (including, but not limited to, total fat, saturated fat, and trans fat), cholesterol, sodium, calories or any other nutrient **[\*18]** in such food;
- B. The compatibility of such food with any weight loss program; or
- C. The health benefits of such food, including but not limited to characterizing such food as

better for consumers' health than another food;

Unless the representation is true and, at the time it is made, respondent possesses and relies upon competent and reliable evidence, which for purposes of Parts II.A. and II.C. of this Order must be competent and reliable scientific evidence, that substantiates the representation. If any representation covered by this Part either expressly or by implication conveys any nutrient content or health claim defined (for purposes of labeling) by any regulation promulgated by the Food and Drug Administration, compliance with this Part shall be governed by the qualifying amount for such defined claim as set forth in that regulation. Provided, however, that a numerical statement of the absolute amount of a particular nutrient in such food shall not, by itself, be considered to make a claim covered by Part II.B. or II.C. hereof.

### III.

Nothing in this order shall prohibit respondent from making any representation for any product that is specifically permitted in [\*19] labeling for such product by regulations promulgated by the Food and Drug Administration pursuant to the Nutrition Labeling and Education Act of 1990.

### IV.

IT IS FURTHER ORDERED that respondent shall, for five (5) years after the last date of dissemination of any representation covered by this order, maintain and upon request make available to the Federal Trade Commission for inspection and copying:

A. All advertisements and promotional materials containing the representation including recordings of all such broadcast advertisements;

B. All materials that were relied upon in disseminating the representation; and

C. All tests, reports, studies, surveys, demonstrations or other evidence in their possession or control that contradict, qualify, or call into question the representation, or the basis relied upon for the representation, including complaints and other communications with governmental or consumer protection organizations.

### V.

IT IS FURTHER ORDERED that respondent, for a period of three (3) years after the date of issuance of this order, shall deliver a copy of this order to all current and future principals, officers, and directors, and to all current and future [\*20] employees, agents, and representatives having managerial responsibilities with respect to the subject matter of this order, and shall secure from each such person a signed and dated statement acknowledging receipt of the order. Respondent shall deliver this order to current personnel within thirty (30) days after the date of service of this order, and to future personnel within thirty (30) days after the person assumes such position or responsibilities.

### VI.

IT IS FURTHER ORDERED that respondent shall notify the Commission at least thirty (30) days prior to any proposed change in its corporate structure that may affect compliance obligations arising under this order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. Provided, however, that, with respect to any proposed change in the corporation about which respondent learn less than thirty (30) days prior to the [\*21] date such action is to take place, respondent shall notify the Commission as soon as is practicable after obtaining such knowledge. All notices required by this Part shall be sent by certified mail to the Associate Director, Division of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania

Avenue, NW, Washington, D.C. 20580.

#### **VII.**

IT IS FURTHER ORDERED that respondent shall, within sixty (60) days from the date of service of this order, and at such other times as the Federal Trade Commission may require, file with the Commission a report, in writing, setting forth in detail the manner and form in which they have complied with this order.

#### **VIII.**

This order will terminate twenty (20) years from the date of its issuance, or twenty (20) years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; provided, however, that the filing of such a complaint will not affect the duration of:

- A. Any Part in this order that terminates in less than twenty (20) years;
- B. This order's [\*22] application to any respondent that is not named as a defendant in such complaint; and
- C. This order if such complaint is filed after the order has terminated pursuant to this Part.

Provided further, that if such complaint is dismissed or a federal court rules that the respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though the complaint had never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

#### **APPENDIX:**

**PRODUCT** KFC Original Recipe Chicken  
**MARKET** Boston, MA  
**PROGRAM** News  
**CODE #** 031008316  
**TITLE** Starting Today They're Eating Better

**LENGTH** 30

**STATION** WBZ

**DATE** 10/27/2003

**TIME** 05:57 AM

[SEE ILLUSTRATION IN ORIGINAL]  
(SFX: TV/BALL GAME)

[SEE ILLUSTRATION IN ORIGINAL]  
Well, it starts today.

[SEE ILLUSTRATION IN ORIGINAL]  
less fat than a BK Whopper. Or go skinless for just

[SEE ILLUSTRATION IN ORIGINAL]  
(SFX RESUMES) MAN: You know, I'm doing this for [\*23] you.

[SEE ILLUSTRATION IN ORIGINAL]

MAN: Hey, honey. WOMAN: Hey. Remember how we talked about eating better?

[SEE ILLUSTRATION IN ORIGINAL]

(SFX PAUSES) (MUSIC IN) MALE ANNCR: The secret's out,

[SEE ILLUSTRATION IN ORIGINAL]

three grams of fat per piece.

[SEE ILLUSTRATION IN ORIGINAL]

WOMAN: Hmm. (SFX OUT) (MUSIC RESUMES) ANNCR: For a fresh way to eat better,

[SEE ILLUSTRATION IN ORIGINAL]

(SFX)

[SEE ILLUSTRATION IN ORIGINAL]

two Original Recipe Chicken breasts have

[SEE ILLUSTRATION IN ORIGINAL]

And now, get a 12-piece bucket of kitchen fresh chicken for just 9.99. (MUSIC PAUSES)

[SEE ILLUSTRATION IN ORIGINAL]

you've gotta KFC what's cookin'. (MUSIC OUT)

**PRODUCT** KFC Original Recipe Chicken

**MARKET** Boston, MA

**PROGRAM** News

**CODE #** 031008294

**TITLE** Jack's Been Eating Chicken

**LENGTH** 30

**STATION** WHDH

**DATE** 10/27/2003

**TIME** 06:23 AM

[SEE ILLUSTRATION IN ORIGINAL]

(SFX: BIRDS IN) MAN: Jack,

[SEE ILLUSTRATION IN ORIGINAL]

JACK: Eating chicken. (MUSIC IN)

[SEE ILLUSTRATION IN ORIGINAL]

has just 11 grams of carbs and packs 40 grams of protein.

[SEE ILLUSTRATION IN ORIGINAL]

MAN: Chicken?

[SEE ILLUSTRATION IN ORIGINAL]

is that you?

[SEE ILLUSTRATION IN ORIGINAL]

[\*24] MALE ANNCR: The secret's out.

[SEE ILLUSTRATION IN ORIGINAL]

So, if you're watching carbs and going high protein, go KFC.

[SEE ILLUSTRATION IN ORIGINAL]

JACK: Chicken.

[SEE ILLUSTRATION IN ORIGINAL]

Jan, you look fantastic. What the heck you've been doing?

[SEE ILLUSTRATION IN ORIGINAL]

One Original Recipe Chicken Breast

[SEE ILLUSTRATION IN ORIGINAL]

And now, get a 12-piece bucket of kitchen-fresh chicken for just 9.99.

[SEE ILLUSTRATION IN ORIGINAL]

ANNCR: For a fresh way to eat better, you gotta KFC What's Cookin'. (MUSIC/OUT)

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