

Complaint

118 F.T.C.

IN THE MATTER OF

AMERICAN BODY ARMOR AND EQUIPMENT, INC.

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF
SEC. 5 OF THE FEDERAL TRADE COMMISSION ACT*Docket C-3539. Complaint, Oct. 21, 1994--Decision, Oct. 21, 1994*

This consent order prohibits, among other things, a Florida-based company from misrepresenting that its bullet-resistant garments are certified, approved, endorsed, or sanctioned by any government body or private organization. In addition, the respondent is required to contact certain past purchasers and offer to provide replacement vests at a reduced cost.

Appearances

For the Commission: *Lisa B. Kopchik, Joel C. Winston and Maureen Enright.*

For the respondent: *Eugene Gulland, Covington & Burling, Washington, D.C.*

COMPLAINT

The Federal Trade Commission, having reason to believe that American Body Armor and Equipment, Inc., a corporation, hereinafter sometimes referred to as respondent, has violated the provisions of the Federal Trade Commission Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, alleges:

PARAGRAPH 1. Respondent American Body Armor and Equipment, Inc. is a Florida corporation, with its office and principal place of business located at 85 Nassau Place, Yulee, Florida.

PAR. 2. Respondent has manufactured, advertised, marketed, offered for sale, sold and distributed personal body armor, also known as bullet-resistant vests, to the public, including police departments and other law enforcement agencies. Body armor consists of a ballistic panel made up of a number of layers of ballistic resistant fabric, enclosed in a cover. Body armor is intended to protect the wearer from gunfire.

PAR. 3. The acts and practices of respondents alleged in this complaint have been in or affecting commerce.

PAR. 4. In the course of advertising, promoting, soliciting the sale of and selling its body armor, respondent has represented, directly or by implication, to purchasers and potential purchasers of its armor, that its body armor has been certified by the National Institute of Justice ("NIJ") as complying with NIJ's current voluntary performance standard, Ballistic Resistance of Police Body Armor, (Standard 0101.03) (April 1987) (".03 Standard").

PAR. 5. In truth and in fact, in numerous instances, the body armor respondent has sold has not been certified by NIJ as complying with the .03 Standard, because said body armor differs significantly from that certified by NIJ in certain respects, including but not limited to one or more of the following:

- a. Waterproofing on the ballistic panel;
- b. Configuration of stitching on the ballistic panel, including label-stitching through the ballistic panel;
- c. The type of material used on the vest covers;
- d. The presence or absence of foam padding on the vest cover;
- e. The removability of the cover from the ballistic panel; and
- f. The method of closure of the vest (*e.g.*, front closure or side closure).

Therefore, the representation as set forth in paragraph four was, and is, false and misleading.

PAR. 6. Respondent has disseminated or has caused to be disseminated advertisements and promotional materials for body armor treated with "Black Magic" treatment. Typical of respondent's advertisements and promotional materials, but not necessarily all-inclusive thereof, are the attached Exhibits A through D. The aforesaid advertisements and promotional materials contain the following statements:

1. "Black Magic ... strengthens Kevlar, the material used in soft body armor, better than any other treatment. Wear the best." (Exhibit A)
2. "Less Layers, More Protection ... The more layers of Kevlar ... the better protection - until Black Magic. Black Magic ... toughener strengthens our vest to eliminate heavy, uncomfortable and unnecessary layers with no loss of performance." (Exhibit B) (emphasis in original)

3. "The ballistic technicians at American Body Armor, manufacturer of light-weight police armor, invented Black Magic This technological breakthrough is unparalleled in the industry. When Kevlar is treated with Black Magic, a chemical fusion takes place. The fusion of Kevlar and Black Magic produces a tougher, stronger and longer lasting product. A Level II garment with Black Magic treated Kevlar contains only 17 plies. The extra weight and discomfort of 5-7 unnecessary plies of Kevlar has been eliminated, with no loss of ballistic performance. In fact, American Body Armor effectively exceeds current U.S. Government backface deformation criteria." (Exhibit C)

4. "Black Magic increases comfort and performance in the following ways ... Black Magic effectively controls blunt trauma." (Exhibit D)

PAR. 7. Through the use of the statements set forth in paragraph six, and others not specifically set forth herein, respondent has represented, directly or by implication, that Black Magic treatment effectively improves the ballistic performance of respondent's body armor.

PAR. 8. Through the use of the statements set forth in paragraph six, and others not specifically set forth herein, respondent has represented, directly or by implication, that at the time it made the representation set forth in paragraph seven, respondent possessed and relied upon a reasonable basis for such representation.

PAR. 9. In truth and in fact, at the time respondent made the representation set forth in paragraph seven, respondent did not possess and rely upon a reasonable basis for such representation. Therefore, respondent's representation as set forth in paragraph eight was, and is, false and misleading.

PAR. 10. The acts and practices of respondent as alleged in this complaint constitute unfair or deceptive acts or practices in or affecting commerce, in violation of Section 5(a) of the Federal Trade Commission Act.

EXHIBIT A

**IT WON'T WORK...
IF YOU DON'T USE IT!**

You're in the
business of saving
lives.

We're in the
business of saving
yours.

American Body Armor's
Armitron IIIA soft body
armor vest leads the
industry in maximum pro-
tection, comfort and con-
cealability. Black Magic
(Patent No. 4,522,871)
strengthens Kevlar®, the
material used in soft body
armor, better than any other
treatment. Wear the best.
Armitron IIIA is the vest for
protection. If you need any more
reasons to wear an Armitron IIIA
vest, just ask your family.

AMERICAN
BODY ARMOR AND EQUIPMENT, INC.

ONE KAPLAN COURT, P.O. DRAWER 1769 FERNANDINA BEACH, FL 32034, U.S.A.
(904) 261-4035 • TLX 1691170 ABAVEST FAX NUMBER 904 261-4035

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EXHIBIT B

THE BEST FIT. THE BEST PROTECTION.



PROTECT YOURSELF WITH THE BEST

The American Body Armor Black Magic™ Technology™ Armarmor™ is designed to provide maximum comfort, concealability and protection. Armarmor's sculptured padding and special engineering eliminates pressure points, chafe points and buckling. Armarmor actually molds to and follows every curve and contour of your body. And, it features a 6 x 8 Shok Plate™ as standard equipment.*

Elastic and velcro closure system helps achieve the perfect fit while Armarmor's hand washable design (clean your vest with mild soap and water) ensures years of dependable wear.

Less Layers. More Protection.

There used to be no secret to the construction of lightweight, concealable armor. The more layers of Kevlar®...the better protection — until Black Magic™. Black Magic™ Patent No. 4,522,871 toughener strengthens our vest to eliminate heavy, uncomfortable and unnecessary layers with no loss of performance. No wonder Armarmor™ IIIA is the lightest, toughest and most comfortable vest available.

*Pocket will also accommodate the optional 6 x 8 Super Shok Plate

Available in Navy, Light Blue, Green, Grey, Tan, White, Black and Camouflage.

AMERICAN

BODY ARMOR & EQUIPMENT, INC.

American Body Armor & Equipment, Inc.

P.O. Box 1769, Fernandina Beach, Florida 32034 U.S.A.
(904) 261-4035 • TLX #6971170 ABAVEST

Circle No. 5 on Reader Information Card

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EXHIBIT C

**Conventional Untreated Kevlar**

This .357 Magnum 158 gr. bullet at 1274 f.p.s. tore through many layers of conventional untreated Kevlar.

**With Black Magic**

The .357 Magnum 158 gr. bullet at 1277 f.p.s. was stopped on the surface of the Kevlar test target treated with Black Magic Patent No.

BLACK MAGIC TECHNOLOGY

PATENT NO. 4,522,871

Black Magic Performance

Patent No. 4,522,871

Until now there was no secret to the construction of lightweight concealable armor. It was previously thought the more plies of Kevlar® added, the greater the ballistic capability.

For example: Some industry experts quote the following concerning 1000 denier 31 X 31 ballistic grade Kevlar®: "Body armor intended for use as a level II garment should contain 22-24 individual plies of Kevlar®."

The ballistic technicians at American Body Armor, manufacturer of lightweight police armor, invented Black Magic Patent No. 4,522,871. This technological breakthrough is unparalleled in the industry. When Kevlar® is treated with Black Magic, a chemical fusion takes place. The fusion of Kevlar® and Black Magic produces a tougher, stronger and longer lasting product. A Level II garment with Black Magic treated Kevlar® contains only 17 plies. The extra weight and discomfort of 5-7 unnecessary plies of Kevlar® has been eliminated, with no loss of ballistic performance. In fact, American Body Armor effectively exceeds current U.S. Government backface deformation criteria.

The Research and Development Team at American Body Armor is constantly seeking ways to utilize the advanced technology of Black Magic, enhancing the full range of products manufactured by American Body Armor.

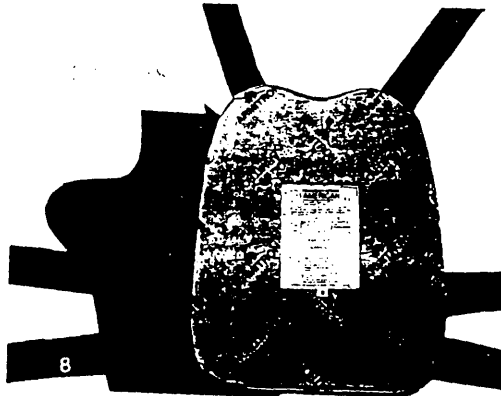
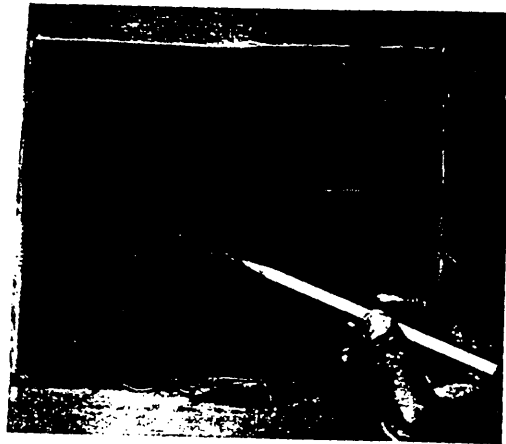
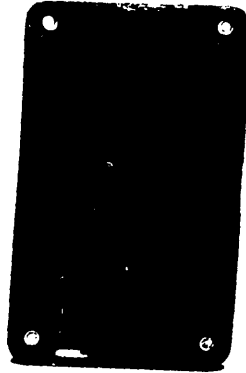
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AMERICAN
BODY ARMOR & EQUIPMENT, INC.

Exhibit C

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EXHIBIT D

**STANDARD FEATURE**

With All Concealable Vests SHOK PLATE

The Shok Plate is a comfortable lightweight non-ricochet metal insert that protects the heart and sternum. The Shok Plate can be easily shaped by the wearer for a perfect comfortable fit. It is lightweight, undetectable and can be removed if desired.

The Shok Plate helps to protect against the following in conjunction with vest:

1. Knives, icepicks and sharp instruments.
2. Impact and blunt trauma received from car wrecks, magnums, shotguns and blunt instruments.

BLACK MAGIC

Patent No. 4,522,871

Black Magic increases comfort and performance in the following ways:

1. Overall weight of ballistic garment is considerably reduced.
2. Black Magic gives our vests "shape memory". The vest stays smooth at all times never developing any uncomfortable bumps or lumps.

WE GUARANTEE IT!

3. Black Magic effectively controls blunt trauma. All American Body Armor vests exceed current U.S. government backface deformation criteria.

**Tapered Edges,
High Quality Materials,
Elastic Straps, Velcro Closure**

All vests are fully tapered and easily concealed under a uniform shirt. Top quality materials are used for a dependable long lasting product. Elastic straps are used to allow the vest to conform and move with your body. All vests have velcro closures for an adjustable comfortable fit.

STANDARD SELECTION

WITH ALL CONCEALABLE VESTS
TWO TYPES OF VEST COVERINGS

PERMANENT HAND WASHABLE	American Body Armor 420 denier nylon. Backing is urethane backed to keep moisture and penetration away from your lifesaving ballistic panels cover is our most popular. It is extremely light durable and easy to maintain for long life performance.
REMOVABLE MACHINE WASHABLE OUTER CARRIER	A 50/50% cotton/polyester outer carrier available. This style allows the outer carrier to be laundered once ballistic panels are removed. Ballistic panels are protected from moisture, penetration and ultraviolet light by use of a lightweight carrier urethane coated nylon.

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondent named in the caption hereof, and the respondent having been furnished thereafter with a copy of a draft of complaint which the Bureau of Consumer Protection proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondent with violation of the Federal Trade Commission Act; and

The respondent and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by respondent of all the jurisdictional facts set forth in the aforesaid draft of complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondent that the law has been violated as alleged in such complaint, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that the respondent has violated the said Act, and that complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such agreement on the public record for a period of sixty (60) days, and having duly considered the comments received, now in further conformity with the procedure prescribed in Section 2.34 of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings and enters the following order:

1. American Body Armor and Equipment, Inc. is a corporation organized, existing and doing business under and by virtue of the laws of the State of Florida, with its office and its principal place of business at 85 Nassau Place, Yulee, Florida;

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondent, and the proceeding is in the public interest.

ORDER

1. For purposes of this order, "body armor" or "vest" shall mean any garment intended to protect the wearer's torso against gunfire.

2. For purposes of this order, “.03 Standard” shall mean the U.S. Department of Justice, National Institute of Justice (“NIJ”), Ballistic Resistance of Police Body Armor (Standard 0101.03) (April 1987).

3. For purposes of this order, “NIJ-certified” shall mean certified by the National Institute of Justice under the current .03 Standard, under any subsequent modification, amendment or revision of that Standard, or under any new Standard for body armor promulgated by NIJ.

4. For purposes of this order, “eligible purchaser” shall mean any individual or organization that purchased in the United States body armor manufactured by respondent that is labeled or otherwise represented in any manner as complying with or certified under the .03 Standard, where the manufacture of said body armor took place (a) prior to January 1, 1990; or (b) between January 1, 1990, and the date of service of this order if the body armor differs from the corresponding NIJ-certified model in any of the following respects, excluding minor deviations unavoidable due to the manufacturing process:

- i. Waterproofing on the ballistic panels;
- ii. Configuration of stitching on the ballistic panels, including label-stitching through the ballistic panels, or stitching of the ballistic panels that penetrates the cover;
- iii. The method of closure of the vest (*e.g.*, front closure or side closure);
- iv. The number of ballistic panels that comprise the vest;
- v. The carrier, unless the sole difference from the corresponding NIJ-certified model is that the carrier is (a) a different color or a different fabric, or (b) backed with foam for flotation purposes, where the corresponding NIJ-certified model was not backed with foam, or (c) designed to be permanently attached to the ballistic panel where the carrier on the corresponding NIJ-certified model was designed to be removable; or
- vi. Any other change: (a) to the ballistic elements; or (b) that otherwise may diminish the level of ballistic protection provided by the vest.

5. For purposes of this order, “concealable body armor” shall mean body armor intended to be worn underneath the wearer’s clothing, except for the “concealable tactical” vest.

6. For purposes of this order, "tactical body armor" shall mean body armor intended to be worn over the wearer's clothing and shall include the "concealable tactical" vest.

7. For purposes of this order, "purchased in the United States" shall mean (a) purchased in the United States or its possessions or territories; or (b) sold to any individual who is a citizen of the United States or its possessions or territories, any organization incorporated in the United States or its possessions or territories, or any United States government entity.

I.

It is ordered, That respondent American Body Armor and Equipment, Inc. ("ABA"), a corporation, its successors and assigns, and its officers, agents, representatives and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, labeling, packaging, offering for sale, sale or distribution of any body armor in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from misrepresenting, directly or by implication, in any manner:

A. That any such body armor is or has been certified under or in compliance with the .03 Standard, is NIJ-certified, or is approved, endorsed, or sanctioned by the National Institute of Justice;

B. That any such body armor is equivalent to, comparable to, the same as, or similar to any other body armor that is NIJ-certified; and

C. That any such body armor is certified under or in compliance with any performance standard, or is approved, endorsed, or sanctioned by any governmental body or private organization.

II.

It is further ordered, That respondent, its successors and assigns, and its officers, agents, representatives and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, labeling, packaging, offering for sale, sale or distribution of any body armor purchased in the United States in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from

representing, directly or by implication, in any manner, that any such body armor provides any specified threat level or degree of ballistic protection or is tested, approved, endorsed, certified or sanctioned, unless such body armor:

A. Is NIJ-certified at the represented threat level, or

B. Has been certified to meet the specified threat level under a different ballistic standard or test, provided that respondent discloses, clearly and prominently in close proximity to the representation

(1) The standard or test under which the body armor is certified or tested, including the person or organization that promulgated that standard or conducted the test, and

(2) That the standard used or test conducted is different from the National Institute of Justice Standard, if any National Institute of Justice body armor standard is then in effect.

III.

It is further ordered, That respondent, its successors and assigns, and its officers, agents, representatives and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, labeling, packaging, offering for sale, sale or distribution of any body armor in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from representing, directly or by implication, in any manner, the ballistic efficacy or performance of Black Magic or any other treatment applied to the ballistic panel of any body armor unless, at the time of making such representation, respondent possesses and relies upon competent and reliable scientific evidence that substantiates the representation.

For purposes of this provision, "competent and reliable scientific evidence" shall mean tests, analyses, research, studies or other evidence conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted by others in the profession or science to yield accurate and reliable results.

IV.

It is further ordered, That respondent, its successors and assigns, and its officers, employees, agents and representatives, shall offer replacement body armor to purchasers of respondent's body armor, in accordance with the provisions of this Part.

A. Notification of Eligible Purchasers

1. Within 30 days from the date of service of this order, respondent shall compile a current mailing list containing the names and last known addresses of eligible purchasers following the procedures set out below.

a. Respondent shall search its own files for the names and addresses of such purchasers; and

b. Respondent shall use its best efforts to identify other such purchasers, including but not limited to sending the letter set forth in Appendix A to all of its wholesalers, distributors, retailers or others to whom it sold or provided body armor for resale to the public. In the event that any such entity fails to provide any names or addresses of eligible purchasers in its possession, respondent shall provide the names and addresses of all such entities to the Federal Trade Commission within sixty (60) days of service of this order.

2. Within 30 days from the date of service of this order, respondent shall mail the following items by first class mail, certified, return receipt requested, to the last known address of no fewer than one-third of eligible purchasers named on the mailing list compiled in accordance with Part IV.A.1:

a. A dated and signed armor notification letter in the form set forth in Appendix B to this order ("armor notification");

b. A replacement program description in the form set forth in Appendix C to this order;

c. An armor application in the form set forth in Appendix D to this order ("armor application");

d. A price list in the form set forth in Appendix E to this order;

e. A copy of the most recent edition of respondent's catalog containing all models of respondent's body armor listed on Appendix E; and

f. A request for extension of time in the form set forth in Appendix F to this order ("extension form").

The front of the envelope transmitting the above items shall be in the form set forth in Appendix G to this order. The phrase "ATTENTION: BODY ARMOR REPLACEMENT PROGRAM" shall appear on the front of the envelope in typeface equal or larger in size to that set forth in Appendix G. The envelope shall be addressed to the head of the organization to which it is sent (if an organization), and the words "Forward & Address Correction Requested" shall appear in the upper, left-hand corner one-quarter of an inch beneath the return address. Except as otherwise provided by this order, no information other than that required by this Part shall be included in or added to the above items, nor shall any other material be transmitted therewith.

3. Within 75 days from the date of service of this order, respondent shall mail those items set forth in Part IV.A.2(a-f) by first class mail, certified, return receipt requested, to the last known address of no fewer than two-thirds of eligible purchasers named on the mailing list compiled in accordance with Part IV.A.1.

4. Within 120 days from the date of service of this order, respondent shall mail those items set forth in Part IV.A.2(a-f) by first class mail, certified, return receipt requested, to the last known address of each eligible purchaser named on the mailing list compiled in accordance with Part IV.A.1.

5. Respondent shall also mail the items listed in Part IV.A.2(a-f) to any person or organization not on the mailing list prescribed in Part IV.A.1 about whom respondent later receives information indicating that the person or organization is likely to be an eligible purchaser, and to any purchaser whose armor notification is returned by the U.S. Postal Service as undeliverable and for whom respondent thereafter obtains a corrected address. The mailing required by this subpart shall be made within ten (10) days of respondent's receipt of a corrected address or information identifying each such purchaser.

6. Respondent shall also mail the items listed in Part IV.A.2(a-f) to any person or organization who otherwise meets the definition of "eligible purchaser" contained in this order but has failed to make all

payments due for the body armor to be replaced. Said mailing shall include an additional letter stating that the purchaser is not eligible for participation in the replacement program until the purchaser has made payment in full for the body armor to be replaced, and stating the amount due.

B. Respondent's Obligation to Provide Replacement Body Armor

Respondent shall provide replacement body armor to each eligible purchaser who submits a completed armor application to respondent within one-hundred and twenty (120) days after the purchaser's receipt of the armor notification and other items required by Part IV.A.2(a-f) of this order.

1. Respondent shall not charge any such purchaser who complies with the requirements of this Part an amount greater than that listed in Appendix E to this order for the selected model, provided that respondent shall not impose any additional charge, on the basis of a late payment or a late return of the body armor to be replaced, on any purchaser who meets said requirements within ten (10) business days of the deadlines provided for by subparts IV.B.7 and IV.B.9.

2. Respondent shall extend the time for submitting a completed application for each eligible purchaser who, within 120 days of his or her receipt of the armor notification, returns a completed and signed extension form to respondent or otherwise notifies respondent in writing that he or she is unable to apply for replacement body armor within 120 days due to specified procurement or purchasing regulations, procedures, policies or other official requirements, and requests an extension of time to apply. Respondent shall extend the time for application in the amount of time requested by the purchaser up to a maximum of eighteen (18) months from the date of receipt of the armor notification.

3. In any case where respondent is unable to provide replacement body armor to a purchaser due to an incomplete or deficient armor application, respondent shall within fifteen (15) business days of receipt of the application mail to the purchaser a written notice of the deficiency. The purchaser shall have the amount of time remaining in the 120 day period, but in any case no less than fifteen (15) days from the date of receipt of the notice, in which to submit a completed armor application.

4. The replacement body armor shall be in the sizes and models specified by the purchaser. The purchaser shall have the option of selecting any model offered by respondent of the threat level of the replaced body armor and listed in Appendix E; or, if no vests are offered at that threat level, any model offered by respondent of the next highest threat level available; provided that respondent shall not be required to provide a tactical body armor model as a replacement for concealable body armor.

5. The replacement body armor shall be new and shall not differ from the corresponding NIJ-certified model, other than differences in size, color and minor deviations unavoidable due to the manufacturing process, unless the purchaser requests in writing modification(s) to the body armor, respondent agrees to such modification(s), and respondent informs the purchaser in writing that such differences may affect the NIJ-certification status of the body armor. Provided that if any binding law, rule, or regulation is promulgated that prohibits the sale or distribution of body armor which is not NIJ-certified, this order shall not be construed to authorize respondent to make any modifications to a purchaser's replacement body armor that would cause the body armor to violate such law, rule or regulation.

6. Respondent shall ship, at its cost, all replacement body armor selected by the purchaser within sixty (60) days of its receipt of the completed armor application and any payment required by this order.

7. Respondent shall not require the tendering of any payment for the replacement body armor except as follows:

(a) For law enforcement units, governmental entities, military units, businesses, firms, educational institutions or other institutional purchasers, full payment as set forth in Part IV.B.1 within 30 days of the purchaser's receipt of the replacement body armor.

(b) For individual purchasers, full payment as set forth in Part IV.B.1 at the time of the delivery of the replacement body armor (C.O.D.).

8. Respondent shall notify the Commission or its designated staff of its intent to refuse a request for an extension of time in which to submit an armor application. The final determination of eligibility for an extension of time shall rest with the Commission or its designated staff and shall be made within a reasonable time. If the Commission or its designated staff determines that the purchaser is

not eligible for an extension of time, respondent shall, within fifteen (15) business days of receiving the determination of ineligibility, send to the purchaser by first class mail, certified, return receipt requested, a written notice of his or her ineligibility. The purchaser shall have the amount of time remaining in the 120 day period, but in any case no less than fifteen (15) days from the date of receipt of the notice of ineligibility, to submit a completed armor application.

9. Respondent shall not require the return to it by the purchaser of the body armor to be replaced until sixty (60) days after the purchaser's receipt of the replacement body armor.

C. Respondent's Record-Keeping Requirements

Respondent, its successors and assigns, shall, for three (3) years after the date of service of this order, maintain and upon request make available to the Federal Trade Commission or its staff for inspection and copying:

1. Sufficient records to identify:
 - a. The name and address of each eligible purchaser;
 - b. The name and last known address of each person sent an armor notification pursuant to Part IV.A.2 of this order and the date the armor notification was mailed;
 - c. The name and last known address of each person sent an armor notification pursuant to Part IV.A.3 of this order and the date the armor notification was mailed;
 - d. The name and last known address of each person sent an armor notification pursuant to Part IV.A.4 of this order and the date the armor notification was mailed;
 - e. The name and last known address of each person sent an armor notification pursuant to Part IV.A.5 of this order and the date the armor notification was mailed;
 - f. The name and last known address of each person sent an armor notification pursuant to Part IV.A.6 of this order and the date the armor notification was mailed;
 - g. The name and address of each purchaser who returns an extension form or otherwise notifies respondent in writing that he or she is unable to file an armor application within 120 days due to procurement or purchasing regulations, procedures, policies or other

official requirements and requests an extension of time, and the disposition of each such request.

h. The name and address of each purchaser who is notified by respondent that his or her armor application is deficient;

i. The name and address of each wholesaler, distributor, retailer, or other sent a letter pursuant to Part IV.A.I(b) of this order and the date the letter was mailed;

j. For each purchaser who applied for replacement body armor pursuant to Part IV.B:

- (1) The name and last known address;
- (2) The date the armor application was received;
- (3) The date the replacement body armor was shipped;
- (4) The model number and threat level of the replacement body armor;
- (5) The total number of body armor units replaced;
- (6) The total price paid for the replacement body armor.

2. The name and last known address of each person who requested replacement body armor and was refused, the reason for each refusal and the dates of the request and refusal.

3. Sample copies of all letters, descriptions, applications and forms sent to purchasers or others pursuant to this order.

4. Each and every armor application received from respondent's purchasers.

5. Each and every extension form received from respondent's purchasers.

6. All correspondence relating to any purchaser's request for an extension of time in which to file an application for replacement body armor.

7. All correspondence and written memorializations of oral communications, not otherwise covered by this Part, relating to the replacement of respondent's body armor pursuant to this order between respondent and any person.

V.

It is further ordered, That respondent, its successors and assigns, shall, for three (3) years after the date of the last dissemination of the representation to which they pertain, maintain and upon request make

available to the Federal Trade Commission for inspection and copying:

A. All materials that were relied upon by respondent in disseminating any representation covered by this order; and

B. All reports, tests, studies, surveys, demonstrations or other evidence in respondent's possession or control that contradict, qualify, or call into question such representation, or the basis upon which respondent relied for such representation, including complaints from consumers.

VI.

It is further ordered, That respondent shall notify the Commission at least thirty (30) days prior to any proposed change in the respondent such as a dissolution, assignment or sale resulting in the emergence of a successor corporation, the creation or dissolution of subsidiaries or any other change in the corporation that may affect compliance obligations under this order. The respondent shall require, as a condition precedent to the closing of any sale or other disposition of all or a substantial part of its assets, that the acquiring party file with the Commission, prior to the closing of such sale or other disposition, a written agreement to be bound by the provisions of this order.

VII.

It is further ordered, That within 45 days from the date of service of this order, respondent shall mail a letter in the form set forth in Appendix H to this order to all operating divisions, subsidiaries, officers, managerial employees, all of its employees engaged in the preparation and placement of advertisements, labels, or promotional materials covered by this order, and to all of its wholesalers, distributors and retailers of body armor.

VIII.

It is further ordered, That respondent shall, within sixty (60) days after service upon it of this order and at such other times as the Commission may require, file with the Commission a report, in

writing, setting forth in detail the manner and form in which it has complied with this order.

Commissioner Varney not participating.

APPENDIX A

ABA letterhead

Date

Dear [name of wholesaler, distributor or retailer]:

This letter is to request your assistance in a very important program involving American Body Armor & Equipment, Inc.'s customers.

We have settled a dispute with the Federal Trade Commission ("FTC") regarding the certification of ABA body armor by the National Institute of Justice ("NIJ"). The FTC has charged that ABA misrepresented that certain of its vests were certified under the National Institute of Justice ("NIJ") 0101.03 Standard. As you are probably aware, manufacturers may voluntarily submit vests to NIJ for ballistic testing. Models that pass the test are then certified by NIJ as complying with the standard.

Certain ABA vests that were sold in 1989 and 1990 as certified by the NIJ were re-tested according to the NIJ standard and failed those tests due to bullet penetrations. In some cases, there were multiple penetrations. The FTC is concerned that some ABA vests could fail in actual use to provide the claimed level of protection.

The FTC has observed differences between certain ABA vests sold as NIJ-certified and the sample vests that were tested as part of the certification procedure. The differences that FTC has observed include: 1) the lack of NIJ-required labels stitched through the ballistic panels; 2) the lack of waterproofing on the ballistic panels; and 3) the use of different kinds of vest covers. The FTC has charged that, in some cases, there were other, additional differences in the vests. The FTC believes that these differences may make the vests less effective than claimed, and that vests with these changes should have been retested and therefore are not certified.

We deny these charges and believe our vests are effective. To our knowledge, in actual use, no ABA vest has ever failed to provide the level of protection that the vest was designed to provide under the NIJ standard. Nevertheless, as part of our settlement with the FTC, we have agreed to provide replacement vests at a reduced price to purchasers of ABA body armor represented to be certified under NIJ's 0101.03 standard. (A summary of the FTC's order is enclosed.) This program covers ABA vests sold in 1989 and 1990. ABA has also agreed to replace vests sold after that time that differ from the NIJ-certified vests, if any.

As part of our agreement with the FTC, we are required to compile a mailing list containing the names and addresses of ABA customers. In order to do this, we must request from you and our other trade customers a list containing the names of all persons or organizations who purchased ABA body armor from you prior to

January 1, 1990, that was labeled or otherwise represented as complying with the 0101.03 standard. We are also requesting that you provide us with a separate list of names of customers who purchased ABA .03 body armor from you after January 1, 1990. In both cases we will need the following information for each customer:

1. Name of individual or organization and contact person
2. Address and phone number
3. Number of vests purchased
4. Date of purchase
5. Model number(s) and threat level(s)
6. Serial numbers
7. Any amount of money that is due and unpaid from each customer.

Please provide us with these lists as soon as possible, but no later than 20 days after receiving this letter.

You should be aware that the FTC's order requires us to provide the FTC with the names of any wholesaler, distributor or retailer who does not provide us with this information.

Because we realize this may cause you some inconvenience, we are willing to assist you in compiling these lists. Please contact us at (904) 261-4035 to discuss any questions you have. We appreciate your cooperation.

Very truly yours,

Name
Title

Enc.: Summary of Consent Agreement

APPENDIX B

Dear American Body Armor Customer:

We are writing to inform you of the Federal Trade Commission's ("FTC") concerns that certain body armor sold by American Body Armor & Equipment, Inc. ("ABA") could fail in actual use to provide the level of ballistic protection claimed.

This armor was represented as complying with the 0101.03 standard of the National Institute of Justice ("NIJ"), but, the FTC has charged, may not in fact comply with that standard. Certain ABA vests that were sold in 1989 and 1990 as certified by the NIJ were re-tested according to the NIJ standard and failed those tests due to bullet penetrations. In some cases, there were multiple penetrations. The FTC is concerned that some ABA vests could fail in actual use to provide the claimed level of protection.

Although ABA denies the FTC's allegations, there should be no question when it comes to the safety of our customers. Therefore, we have agreed to send this letter and offer a replacement program to settle the FTC charges without costly

litigation. This program covers ABA vests sold in 1989 and 1990. ABA has also agreed to replace vests sold after that time that differ from the NIJ-certified vests, if any.

ABA is offering to replace vests purchased by you and other eligible customers at a reduced cost to the purchaser. The replacement program is described more fully in materials enclosed with this letter. You must notify us within 120 days if you wish to participate in this program, so your prompt attention is necessary.

The FTC has charged that ABA misrepresented that certain of its vests were certified under the NIJ 0101.03 standard (".03 standard"). As you are probably aware, manufacturers may voluntarily submit vests to NIJ for ballistic testing. Models that pass the test are then certified by NIJ as complying with the standard.

The FTC has observed differences between certain ABA vests sold as NIJ-certified and the sample vests that were tested as part of the certification procedure. The differences that FTC has observed include: 1) the lack of NIJ-required labels stitched through the ballistic panels; 2) the lack of waterproofing on the ballistic panels; and 3) the use of different kinds of vest covers. The FTC has charged that, in some cases, there were other, additional differences in the vests. The FTC believes that these differences may make the vests less effective than claimed and that vests with these changes should have been retested and therefore are not certified.

ABA believes that none of these differences affects the ballistic performance of its vests, that it complied with NIJ standards and procedures, and that its vests are effective. To our knowledge, in actual use, no ABA vest has ever failed to provide the level of protection that the vest was designed to provide under the NIJ standard.

If you choose to participate in the replacement program, you must agree to relinquish any and all claims you may have against ABA with respect to the vests being replaced.

The FTC recommends that you discuss the replacement program with the appropriate persons in your organization so that you can determine the best course of action for you.

If you have any questions, you can contact us at (904) 261-4035, or you can call Lisa Kopchik at the Federal Trade Commission at (202) 326-3139.

Very truly yours,

Name, Position

American Body Armor and Equipment, Inc.

Enclosures: "The Body Armor Replacement Program" information sheet
Body Armor application

APPENDIX C

THE BODY ARMOR REPLACEMENT PROGRAM

American Body Armor ("ABA") has agreed to replace certain body armor at a reduced cost to the purchaser. Your body armor, manufactured by ABA and represented as certified under the National Institute of Justice's 0101.03 standard, is eligible for replacement under this program if it has not been rendered unusable by ballistic testing or other destructive damage.

The replacement vests will be as identical as possible in construction to the corresponding models that were submitted for certification testing. However, the FTC will not be inspecting all replacement vests.

In this replacement program, you can choose any vest of the level of protection ("threat level") that you originally ordered, or if no vests are available at that level, you can choose a vest at the next highest threat level available. However, you may not select a tactical vest (including the "tactical concealable" vest) to replace a concealable vest. Our records indicate that the vest(s) you purchased was (were) represented to be threat level _____. You can therefore choose as a replacement any ABA vest certified at that threat level, if available. If no vests are available at that threat level, you can choose a vest at the next highest threat level. The vest you receive will be covered by ABA's standard warranty. Enclosed is an ABA catalogue. Models _____ are certified vests at threat level _____.

To help defray the costs of the program, you must pay a reduced price for the replacement vest(s). The enclosed price list shows the current list prices for our vests. It also shows your price for each model under this program. The replacement prices are 40% of the current list prices.

If you choose to participate in this program you must turn in your old vest(s) to ABA, but not until after you receive replacements. If you want to replace your body armor under this program, you must fill out and mail to us the enclosed application within 120 days of your receipt of this letter, specifying the model number(s) and size(s) of the vest(s) you are ordering. We will ship your replacement vests within sixty (60) days after we receive your application.

The payment terms for your new vests are as follows:

- If you are an individual purchaser, full payment is due C.O.D. when the vests are delivered.
- If you are an institutional purchaser (police department, government agency, business firm, military, etc.), full payment is due within 30 days of your receipt of the new body armor.

If you are unable to order replacement vests within 120 days due to procurement or purchasing regulations, procedures, policies, or other official requirements, an exception can be made for you. You must complete the enclosed Extension Form, sign it and return it to ABA within 120 days. Please explain the specific circumstances why you need the extension and you will receive the amount of time shown to be necessary (up to 18 months).

To qualify for the special terms of this replacement program, you must make all payments when required and return the old vest(s) to ABA no later than 60 days after receiving the replacement vests.

APPENDIX D

APPLICATION FOR REPLACEMENT VESTS

Complete one application for each vest or group of vests that are the same model and style. If you are replacing vests of different models or styles, make copies of the blank application and complete a different application for each vest or group of vests you are replacing that are the same model or style.

You may choose the color vest you prefer. The choices are:

PLEASE PRINT OR TYPE

Information about you

1. Name of person or organization _____
2. Contact person (if organization) _____
3. Address _____
City, State, Zip Code _____
4. Telephone number (daytime) () _____
5. Telephone number (evening) () _____

Information about the vests you want replaced

6. Total number of vests to be replaced _____.
7. Serial number, place of purchase and date of purchase of vests to be replaced (please attach additional sheets if necessary):

Date of purchase

[illegible]

APPENDIX E

PRICE LIST

BODY ARMOR VEST MALE CONTOUR

CATALOG PAGE 2

MODEL	THREAT LEVEL	REPLACEMENT PRICE	LIST
504 A IIA CONTOUR REMOVABLE (IIA-C-R)	IIA	\$181.60	\$454.00
504 A IIA CONTOUR NYLON (IIA-C-M)	IIA	\$181.60	\$454.00
504 A IIA CONTOUR TRICOT (IIA-C-T)	IIA	\$181.60	\$454.00
600 II CONTOUR REMOVABLE (II-C-R)	II	\$205.60	\$514.00
600 II CONTOUR NYLON (II-C-N)	II	\$205.60	\$514.00
600 II CONTOUR TRICOT (II-C-T)	II	\$205.60	\$514.00
610 IIIA CONTOUR REMOVABLE (IIIA-C-R)	IIIA	\$276.80	\$692.00
610 IIIA CONTOUR NYLON (IIIA-C-N)	IIIA	\$276.80	\$692.00
610 IIIA CONTOUR TRICOT (IIIA-C-T)	IIIA	\$276.80	\$692.00

BODY ARMOR VEST FEMALE CONTOUR

CATALOG PAGE 2

MODEL	THREAT LEVEL	REPLACEMENT PRICE	LIST
504 A-F FEMALE IIA CONTOUR REMOVABLE (F-IIA-C-R)	IIA	\$181.60	\$454.00
504 A-F FEMALE IIA CONTOUR NYLON (F-IIA-C-M)	IIA	\$181.60	\$454.00
504 A-F FEMALE IIA CONTOUR TRICOT (F-IIA-C-T)	IIA	\$181.60	\$454.00
600-F FEMALE II CONTOUR REMOVABLE (F-II-C-R)	II	\$205.60	\$514.00
600-F FEMALE II CONTOUR NYLON (F-II-C-N)	II	\$205.60	\$514.00
600-F FEMALE II CONTOUR TRICOT (F-II-C-T)	II	\$205.60	\$514.00
610-F FEMALE IIIA CONTOUR REMOVABLE (F-IIIA-C-R)	IIIA	\$276.80	\$692.00

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610-F	FEMALE IIIA CONTOUR NYLON (F-IIIA-C-N)	IIIA	\$276.80	\$692.00
610-F	FEMALE IIIA CONTOUR TRICOT (F-IIIA-C-T)	IIIA	\$276.80	\$692.00

Added charge of 10% for size 50-52, 20% for size 54-56 and 30% for size 58-60.

BODY ARMOR VEST MALE FULLSIDE COVERAGE CATALOG PAGE 2

MODEL	THREAT LEVEL	REPLACEMENT PRICE	LIST
504 A IIA FULLSIDE REMOVABLE (IIA-FS-R)	IIA	\$205.60	\$514.00
504 A IIA FULLSIDE NYLON (IIA-FS-N)	IIA	\$205.60	\$514.00
504 A IIA FULLSIDE TRICOT (IIA-FS-T)	IIA	\$205.60	\$514.00
600 II FULLSIDE REMOVABLE (II-FS-R)	II	\$234.40	\$586.00
600 II FULLSIDE NYLON (II-FS-N)	II	\$234.40	\$586.00
600 II FULLSIDE TRICOT (II-FS-T)	II	\$234.40	\$586.00
610 IIIA FULLSIDE REMOVABLE (IIIA-FS-R)	IIIA	\$311.20	\$778.00
610 IIIA FULLSIDE NYLON (IIIA-FS-N)	IIIA	\$311.20	\$778.00
610 IIIA FULLSIDE TRICOT (IIIA-FS-T)	IIIA	\$311.20	\$778.00

BODY ARMOR VEST FEMALE FULLSIDE COVERAGE

CATALOG PAGE 2

MODEL	THREAT LEVEL	REPLACEMENT PRICE	LIST
504 A-F FEMALE IIA FULLSIDE REMOVABLE (F-IIA-FS-R)	IIA	\$205.60	\$514.00
504 A-F FEMALE IIA FULLSIDE NYLON (F-IIA-FS-N)	IIA	\$205.60	\$514.00
504 A-F FEMALE IIA FULLSIDE TRICOT (F-IIA-FS-T)	IIA	\$205.60	\$514.00
600-F FEMALE II FULLSIDE REMOVABLE (F-II-FS-R)	II	\$234.40	\$586.00
600-F FEMALE II FULLSIDE NYLON (F-II-FS-M)	II	\$234.40	\$586.00
600-F FEMALE II FULLSIDE TRICOT (F-II-FS-T)	II	\$234.40	\$586.00

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610-F	FEMALE IIIA FULLSIDE REMOVABLE (F-IIIA-FS-R)	IIIA	\$311.20	\$778.00
610-F	FEMALE IIIA FULLSIDE NYLON (F-IIIA-FS-N)	IIIA	\$311.20	\$778.00
610-F	FEMALE IIIA FULLSIDE TRICOT (F-IIIA-FS-T)	IIIA	\$311.20	\$778.00

Added charge of 10% for size 50-52, 20% for size 54-56 and 30% for size 58-60.

BODY ARMOR VEST MALE WEAVER

CATALOG PAGE 2

MODEL	THREAT LEVEL	REPLACEMENT PRICE	LIST
504 A IIA WEAVER REMOVABLE (IIA-W-R)	IIA	\$236.00	\$590.00
504 A IIA WEAVER NYLON (IIA-W-N)	IIA	\$236.00	\$590.00
504 A IIA WEAVER TRICOT (IIA-W-T)	IIA	\$236.00	\$590.00
600 WEAVER REMOVABLE (II-W-R)	II	\$270.40	\$676.00
600 II WEAVER NYLON (II-W-N)	II	\$270.40	\$676.00
600 II WEAVER TRICOT (II-W-T)	II	\$270.40	\$676.00
610 IIIA WEAVER REMOVABLE (IIIA-W-R)	IIIA	\$343.20	\$858.00
610 IIIA WEAVER NYLON (IIIA-W-N)	IIIA	\$343.20	\$858.00
610 IIIA WEAVER TRICOT (IIIA-W-T)	IIIA	\$343.20	\$858.00

BODY ARMOR VEST FEMALE WEAVER

CATALOG PAGE 2

MODEL	THREAT LEVEL	REPLACEMENT PRICE	LIST
504 A-F FEMALE IIA WEAVER REMOVABLE (F-IIA-W-R)	IIA	\$236.00	\$590.00
504 A-F FEMALE IIA WEAVER NYLON (F-IIA-W-N)	IIA	\$236.00	\$590.00
504 A-F FEMALE IIA WEAVER TRICOT (F-IIA-W-T)	IIA	\$236.00	\$590.00

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600-F	FEMALE II WEAVER REMOVABLE (F-II-W-R)	II	\$270.40	\$676.00
600-F	FEMALE II WEAVER NYLON (F-II-W-N)	II	\$270.40	\$676.00
600-F	FEMALE II WEAVER TRICOT (F-II-W-T)	II	\$270.40	\$676.00
610-F	FEMALE IIIA WEAVER REMOVABLE (F-IIIA-W-R)	IIIA	\$343.20	\$858.00
610-F	FEMALE IIIA WEAVER NYLON (F-IIIA-W-N)	IIIA	\$343.20	\$858.00
610-F	FEMALE IIIA WEAVER TRICOT (F-IIIA-W-T)	IIIA	\$343.20	\$858.00

Added charge of 10% for size 50-52, 20% for size 54-56 and 30% for size 58-60.

EXECUTIVE VEST

CATALOG PAGE 26

MODEL	THREAT LEVEL	REPLACEMENT PRICE	LIST
504 A IIA-EV (IIA-EV)	IIA	\$320.80	\$802.00
600 II-EV (II-EV)	II	\$368.00	\$920.00
610 IIIA-EV (IIIA-EV)	IIIA	\$492.00	\$1,230.00

CONCEALABLE TACTICAL BODY ARMOR

CATALOG PAGE 9

MODEL	THREAT LEVEL	REPLACEMENT PRICE	LIST
600 II TAC FS NYLON (II-TAC-FS-M)	II	\$268.00	\$670.00
600 II TAC FS FIRE RETARDANT (II-TAC-FS-FR)	II	\$308.00	\$770.00
610 IIIA TAC FS NYLON (IIIA-TAC-FS-N)	IIIA	\$324.00	\$810.00
610 IIIA TAC FS FIRE RETARDANT (IIIA-TAC-FS-FR)	IIIA	\$364.00	\$910.00

POLICE JACKET

CATALOG PAGE 6

MODEL		THREAT LEVEL	REPLACEMENT PRICE	LIST
504A-FO	IIA PJ	IIA	\$451.20	\$1,128.00
(front opening)	(IIA-PJ)			
600-FO	II PJ	II	\$509.60	\$1,274.00
(front opening)	(II-PJ)			
610-FC	IIIA PJ	IIIA	\$649.60	\$1,624.00
(front closure)	(IIIA-PJ)			

NARCOTIC VEST

CATALOG PAGE 5

MODEL		THREAT LEVEL	REPLACEMENT PRICE	LIST
504A-FO	IIA WVIIA	IIA	\$370.40	\$926.00
(front opening)	(IIA-WV)			
600-FO	II NV	II	\$411.20	\$1,028.00
(front opening)	(II-MV)			
610-FC	IIIA NV	IIIA	\$512.00	\$1,280.00
(front closure)	(IIIA-NV)			
Add 20% for extended shoulder coverage.				

Added charge of 10% for size 50-52, 20% for size 54-56 and 30% for size 58-60.

M65 JACKET

NOT LISTED IN CATALOG

MODEL		THREAT LEVEL	REPLACEMENT PRICE	LIST
504A-FO	IIA M65	IIA	\$396.00	\$990.00
(front opening)	(IIA-M65)			
600-FO	II M65	II	\$438.40	\$1,096.00
(front opening)	(II-M65)			
610-FC	IIIA M65	IIIA	\$553.60	\$1,384.00
(front closure)	(IIIA-M65)			

MEDIC PROTECTIVE VEST

CATALOG PAGE 7

MODEL		THREAT LEVEL	REPLACEMENT PRICE	LIST
504A-FO	IIA MPV CORDURA	IIA	\$500.80	\$1,252.00
(front opening)	(IIA-KPV-C)			
504A-FO	IIA MPV FIRE	IIA	\$616.80	\$1,542.00
(front opening)	RETARDANT			
	(IIA-NPV-FR)			

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600-FO II MPV CORDURA (front opening) (II-MPV-C)	II	\$551.20	\$1,378.00
600-FO II MPV FIRE RETARDANT (front opening) (II-MPV-FR)	II	\$667.20	\$1,668.00
610-FC IIIA MPV CORDURA (front closure) (IIIA-MPV-C)	IIIA	\$680.00	\$1,700.00
610-FC IIIA MPV FIRE RETARDANT (front closure) (IIIA-MPV-FR)	IIIA	\$796.00	\$1,990.00

AK-47 LIGHT WEIGHT MILITARY BODY ARMOR CATALOG PAGE 8

MODEL	THREAT LEVEL	REPLACEMENT PRICE	LIST
600 II AK-47 NYLON (II-AK-47-N)	II	\$446.40	\$1,116.00
600 II AK-47 FIRE RETARDANT (II-AK-47-FR)	II	\$486.40	\$1,216.00
610 IIIA AK-47 NYLON (IIIA-AK-47-M)	IIIA	\$559.20	\$1,398.00
610 IIIA AK-47 FIRE RETARDANT (IIIA-AK-47-FR)	IIIA	\$599.20	\$1,498.00

Added charge of 10% for size 50-52, 20% for size 54-56 and 30% for size 58-60.

TACTICAL JACKET CATALOG PAGE 7

MODEL	THREAT LEVEL	REPLACEMENT PRICE	LIST
600-FO II TACTICAL JACKET (front opening) NYLON (II-TJ-N)	II	\$576.00	\$1,440.00
600-FO II TACTICAL JACKET FIRE (front opening) RET. (II-TJ-FR)	II	\$616.00	\$1,540.00
610-FC IIIA TACTICAL JACKET (front closure) NYLON (IIIA-TJ-N)	IIIA	\$752.00	\$1,880.00
610-FC IIIA TACTICAL JACKET FIRE (front closure) RET. (IIIA-TJ-FR)	IIIA	\$792.00	\$1,980.00

DELTA LIGHTWEIGHT TACTICAL ARMOR CATALOG PAGE 9

MODEL	THREAT LEVEL	REPLACEMENT PRICE	LIST
600 II DELTA NYLON (II-DELT-N)	II	\$466.40	\$1,166.00
600 II DELTA FIRE RETARDANT (II-DELT-FR)	II	\$506.40	\$1,266.00

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610 IIIA DELTA NYLON (IIIA-DELT-M)	IIIA	\$600.00	\$1,500.00
610 IIIA DELTA FIRE RETARDANT (IIIA-DELT-FR)	IIIA	\$640.00	\$1,600.00

HIGH COVERAGE TACTICAL ARMOR

CATALOG PAGE 9

MODEL	THREAT LEVEL	REPLACEMENT PRICE	LIST
610 IIIA ESU NYLON (IIIA-WEPT-N)	IIIA	\$924.00	\$2,310.00
610 IIIA ESU FIRE RETARDANT (IIIA-NYPD-FR)	IIIA	\$964.00	\$2,410.00

ARMORED LOAD BEARING VEST

CATALOG PAGE 6

MODEL	THREAT LEVEL	REPLACEMENT PRICE	LIST
610-FC IIIA ALB NYLON (front closure) (IIA-ALB-N)	IIIA	\$649.60	\$1,624.00
610-FC IIIA ALB FIRE RETARDANT (front closure) (IIIA-ALB-FR)	IIIA	\$689.60	\$1,724.00

Added charge of 10% for size 50-52, 20% for size 54-56 and 30% for size 58-60.

FLAK JACKET USA

CATALOG PAGE 5

MODEL	THREAT LEVEL	REPLACEMENT PRICE	LIST
600-FO II FLAK USA NYLON (front opening) (II-FLAK-N)	II	\$480.80	\$1,202.00
600-FO II FLAK USA FIRE (front opening) RETARDANT (II-FLAK-FR)	II	\$520.80	\$1,302.00
610-FC IIIA FLAK USA NYLON (front closure) (IIIA-FLAK-M)	IIIA	\$596.00	\$1,490.00
610-FC IIIA FLAK USA FIRE (front closure) RETARDANT (IIIA-FLAK-FR)	IIIA	\$636.00	\$1,590.00

TACTICAL ASSAULT VEST-WITH OVER
THE SHOULDER PROTECTION

CATALOG PAGE 8

MODEL	THREAT LEVEL	REPLACEMENT PRICE	LIST
600 II TAC ALT NYLON (II-TAC-A-N)	II	\$364.80	\$912.00
600 II TAC ALT FIRE RETARDANT (II-TAC-A-FR)	II	\$404.80	\$1,012.00
610 IIIA TAC ALT NYLON (IIIA-TAC-A-N)	IIIA	\$479.20	\$1,198.00
610 IIIA TAC ALT FIRE RETARDANT (IIIA-TAC-A-FR)	IIIA	\$519.20	\$1,298.00

AV-1 AVIATORS CREW SUPPORT VEST

CATALOG PAGE 12

MODEL	THREAT LEVEL	REPLACEMENT PRICE	LIST
610-FC IIIA AV-1 NYLON (front closure) (IIIA-AV-1-N)	IIIA	\$540.00	\$1,350.00
610-FC IIIA AV-1 FIRE RETARDANT (front closure) (IIIA-AV-1-FR)	IIIA	\$580.00	\$1,450.00

AV-2 AVIATORS VEST

CATALOG PAGE 12

MODEL	THREAT LEVEL	REPLACEMENT PRICE	LIST
610 IIIA AV-2 NYLON (IIIA-AV-2-N)	IIIA	\$391.20	\$978.00
610 IIIA AV-2 FIRE RETARDANT (IIIA-AV-2-FR)	IIIA	\$431.20	\$1,078.00

Added charge of 10% for size 50-52, 20% for size 54-56 and 30% for size 58-60.

AVIATION FLOATATION VEST

CATALOG PAGE 12

MODEL	THREAT LEVEL	REPLACEMENT PRICE	LIST
610 IIIA AFV NYLON (IIIA-AFV-N)	IIIA	\$580.00	\$1,450.00
610 IIIA AFV FIRE RETARDANT (IIIA-AFV-FR)	IIIA	\$620.00	\$1,550.00

PASSIVE/ACTIVE FLOTATION VEST

CATALOG PAGE 12

MODEL	THREAT LEVEL	REPLACEMENT PRICE	LIST
610 IIIA P/A-FV NYLON (IIIA-P/A-FV-N)	IIIA	\$668.00	\$1,670.00
610 IIIA P/A-FV FIRE RETARDANT (IIIA-P/A-FV-FR)	IIIA	\$708.00	\$1,770.00

Added charge of 10% for size 50-52, 20% for size 54-56 and 30% for size 58-60.

APPENDIX F

REQUEST FOR EXTENSION OF TIME

You must complete this form if you need an extension of time beyond 120 days to order your replacement body armor. The extension must be based on procurement or purchasing regulations, procedures, policies or other official requirements.

Please provide the requested information, sign the form, and return it to:

American Body Armor and Equipment, Inc.
85 Nassau Place
Yulee, Florida 32097

This form must be returned within 120 days.

Additional time is needed in which to order replacement body armor. The amount of time needed is: _____.

(up to 18 months)

The additional time requested is necessary to comply with the following procurement or purchasing regulations, procedures, policies or other official requirements (please be specific):

We understand that this request for extension of time does not obligate this organization to order and pay for replacement body armor, but it is our present intention to do so, subject to compliance with the requirements specified above.

Name

Title or position

APPENDIX G

American Body Armor & Equipment, Inc.
85 Nassau Pike
Yulee, FL 32097

FORWARD & ADDRESS CORRECTION REQUESTED

ATTENTION: BODY ARMOR REPLACEMENT PROGRAM

Chief of Police
Anywhere Police Department
Anywhere, USA 10000

APPENDIX H

SUMMARY OF FTC CONSENT AGREEMENT WITH
AMERICAN BODY ARMOR

The Federal Trade Commission has entered into a consent order with American Body Armor & Equipment, Inc. ("ABA") settling its charges against ABA. The FTC alleged that ABA misrepresented that certain of the body armor it sold was certified by the National Institute of Justice, when, according to FTC's charges, this armor was not certified because it differed in certain significant ways from the models that had been certified. The FTC has also alleged that ABA did not have substantiation for its claims that its "Black Magic" treatment effectively improves the ballistic performance of its body armor. ABA denies all charges that it has violated the law, but has agreed to enter into the consent order. The following is a summary of the requirements of the Order.

First, the Order prohibits ABA from misrepresenting that its body armor is certified under the NIJ standard unless it has been tested and certified strictly in accordance with the NIJ procedures; it also prohibits ABA from falsely claiming (that is, misrepresenting) that its body armor carries the approval, endorsement, or sanction of NIJ or any other organization, or that its body armor is the same as or similar to NIJ-approved body armor.

Second, the Order prohibits ABA from representing that its body armor provides any specified degree of ballistic protection, or is tested, approved, endorsed or certified, unless the armor is either:

- a. NIJ-certified at the represented threat level, or
- b. Certified under a different standard or test, so long as ABA discloses the identity of the standard or test and that it is different from the NIJ standard.

Third, the Order requires ABA to have competent and reliable scientific evidence to substantiate any claims of ballistic efficacy or performance it makes for Black Magic or any other ballistic treatment.

Fourth, the Order requires ABA to offer replacement body armor to purchasers of ABA vests represented as certified by NIJ under its 0101.03 standard. All U.S. purchasers of ABA .03 vests are eligible for replacement vests, if the vest was purchased before January 1, 1990. U.S. purchasers of ABA .03 vests are also eligible for replacement vests if the vest was purchased after January 1, 1990, and it differs from the certified model with respect to waterproofing or configuration of stitching on the ballistic panels, method of closure of the vest, the number of panels or the removability of the panels from the vest, the cover (except for certain differences only in the color, use of foam for flotation purposes, or removability of the ballistic panel from the cover), or any other change to the ballistic elements or that may diminish the ballistic protection provided by the vest. "U.S. purchasers" includes purchasers who either: (a) bought vests in the United States; or (b) are United States citizens, corporations or government entities.

The Order requires that ABA compile a list of all purchasers eligible for replacement vests from its own files and by contacting wholesalers, distributors and retailers of ABA vests. After the Order is entered, ABA must mail to the

purchasers a letter and replacement program description, an ABA catalog and price list, and application forms. The letter explains the FTC's charges against ABA and its concern that the vests ABA sold could fail in actual use to provide the level of ballistic protection claimed, and contains ABA's denial of these allegations and its belief that the vests are effective. Purchasers who have not yet fully paid for their vests, but are otherwise eligible, will be sent an additional letter by ABA explaining their need to complete payments to be eligible for the program.

The Order further requires ABA to provide replacement body armor to eligible purchasers who apply for it within 120 days of their receipt of the letter. In those cases where the purchasers cannot meet the 120-day deadline due to procurement or purchasing regulations, procedures, policies or other official requirements, they may submit an application form specifying the official requirements in order to receive an extension of time to apply of up to 18 months.

Under the Order, the purchaser may request any model of armor of the same threat level as the vests to be replaced, or the next higher level, if none is available at the level of the vest to be replaced. However, tactical vests cannot be ordered as replacements for concealable vests. The vests will be provided in the color and size specified by the purchaser. The replacement armor will be new and cannot differ from the corresponding certified model except for minor deviations unavoidable due to the manufacturing process. However, if the purchaser requests a modification from the certified model, ABA may elect to supply the modified vest if it informs the purchaser that the modification may affect its certification by NIJ.

The Order provides for partial payment by the purchaser for the replacement vests in order to defray some of ABA's costs. The cost to the purchaser varies by model. The replacement cost is 40% of ABA's current list price for the vest. The Order further specifies the payment terms. ABA will ship the replacement vests, at its cost, within 60 days of the application. Institutional purchasers must make payment in full within 30 days after receiving the replacement vests, and for individual purchasers, the total cost is due at the time the vests are delivered. Purchasers then have 60 days to return the old vests to ABA, which cannot have been destroyed by ballistic testing or other destructive damage.

Under the Order, ABA must keep records and file reports of its compliance with the provisions of the Order, notify the FTC of changes in its corporate structure, and provide a copy of this Summary to its affiliates, officers, managers, advertising employees, and trade customers. This Summary is not intended to constitute an official interpretation of the Order or to modify in any way its terms.

Complaint

118 F.T.C.

IN THE MATTER OF

REVCO D.S., INC.

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION
OF SEC. 7 OF THE CLAYTON ACT AND SEC. 5 OF THE
FEDERAL TRADE COMMISSION ACT

Docket C-3540. Complaint, Oct. 31, 1994--Decision, Oct. 31, 1994

This consent order requires, among other things, an Ohio-based drugstore chain to divest, within twelve months, to a Commission approved acquirer, either the pharmacy business that it owns or the pharmacy business acquired from Hook-SupeRx, Inc. (HSI) in each of three geographic areas in Virginia. If the divestitures are not completed within twelve months, the order requires the respondent to consent to the appointment of a trustee to divest the assets. In addition, the consent order requires the respondent to obtain prior Commission approval, for ten years, before acquiring any similar business interest in any of the three specified geographic areas.

Appearances

For the Commission: *Laura Wilkinson, Ann Malester, Jacqueline Mendel and Mary Lou Steptoe.*

For the respondent: *Louis Sernoff and Alan Ward, Baker & Hostetler, Washington, D.C.*

COMPLAINT

The Federal Trade Commission ("Commission"), having reason to believe that respondent, Revco D.S. Inc., a corporation subject to the jurisdiction of the Federal Trade Commission, has agreed to acquire Hook-SupeRx, Inc., a corporation subject to the jurisdiction of the Federal Trade Commission, in violation of Section 7 of the Clayton Act, as amended, 15 U.S.C. 18, and Section 5 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. 45; and it appearing to the Commission that a proceeding in respect thereof would be in the public interest, hereby issues its complaint, stating its charges as follows: