

IN THE MATTER OF

NATIONWIDE SYNDICATIONS, INC., ET AL.

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATIONS OF
SECS. 5 AND 12 OF THE FEDERAL TRADE COMMISSION ACT*Docket C-3736. Complaint, April 28, 1997--Decision, April 28, 1997*

This consent order prohibits, among other things, the Illinois company and its president from representing that NightSafe Glasses or any substantially similar product makes driving safer or improves night vision, and requires them to have competent and reliable scientific evidence to substantiate claims about the efficacy, performance, benefits or safety of such products. The consent order also prohibits the use of the trade name "NightSafe" or any other trade name that implies the use of such product makes night driving safer. In addition, the respondents will pay \$125,000 in consumer redress.

Appearances

For the Commission: *Karen Dodge.*

For the respondents: *David A. Clanton, Washington, D.C.*

COMPLAINT

The Federal Trade Commission, having reason to believe that Nationwide Syndications, Inc., a corporation, and Thomas W. Karon, individually and as an officer of said corporations, ("respondents"), have 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 Nationwide Syndications, Inc. is an Illinois corporation with its principal office or place of business at 223 Applebee St., Barrington, Illinois.

Respondent Thomas W. Karon is an officer of Nationwide Syndications, Inc. Individually or in concert with others, he formulates, directs and controls the acts and practices of the corporate respondent, including the acts and practices alleged in this complaint. His principal office or place of business is the same as that of Nationwide Syndications, Inc.

PAR. 2. Respondents have advertised, labeled, offered for sale, sold, and distributed night driving glasses, including NightSafe Glasses, and other products to consumers. This product is a "device"

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within the meaning of Sections 12 and 15 of the Federal Trade Commission Act.

PAR. 3. The acts and practices of respondents alleged in this complaint have been in or affecting commerce, as "commerce" is defined in Section 4 of the Federal Trade Commission Act.

PAR. 4. Respondents have disseminated or have caused to be disseminated advertisements, including product labeling, for NightSafe Glasses, including but not necessarily limited to the attached Exhibits A through C. These advertisements and product labeling contain the following statements and depictions:

A. DRIVE SAFER AT NIGHT, IN RAIN, SNOW, SLEET, EVEN FOG.
Order your NightSafe Glasses Today!

* * *

WITH...

NightSafe Glasses, your night vision actually improves! . . .

[Photograph of front end of vehicle in sharp focus.]

WITHOUT...

[Photograph of front end of vehicle out of focus.]

* * *

WHAT A DIFFERENCE! Experience an incredible improvement in your night vision with NightSafe Glasses--the glasses that make driving safer and more relaxing. Thousands of drivers find them welcome traveling companions. You will too--objects appear sharper and better defined . . . No matter what the weather--rain, snow, sleet, fog or haze--you'll feel safer and more confident with NightSafe Glasses.

. . . ADVANCED OPTICAL TECHNOLOGY. NightSafe Glasses were perfected after years of optical experimentation and laboratory testing. The UV400 lenses block harmful ultraviolet rays and bring incredible clarity and sharpness to otherwise distorted images. (Exhibit A).

B. SEE THE DIFFERENCE FOR YOURSELF!

[Photograph of oncoming traffic in sharp focus.]

With NightSafe Glasses.

[Photograph of oncoming traffic out of focus.]

Without NightSafe Glasses.

NightSafe Glasses help improve night vision instantly. . . . You'll see better in rain, snow, sleet and fog, and drive more safely. With NightSafe Glasses everything appears sharper, clearer and brighter. Contrast is enhanced. Actually helps you see better at night--no matter what the weather!

* * *

NIGHTSAFE GLASSES DRIVE SAFER AT NIGHT--NO MATTER WHAT THE WEATHER!

* * *

A remarkable difference...NightSafe Glasses improve your vision instantly Everything appears sharper, clearer, brighter, with more definition. You'll see better than you ever thought possible.

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... Laboratory tested and proven NightSafe Glasses really work. The innovative UV400 lenses block harmful ultraviolet rays and cut through dense haze. . . .

NightSafe helps improve your night vision

You won't believe your eyes...NightSafe lets you drive at night as confidently as during the day. Just slip them on and you'll notice an immediate difference. Hazy objects appear crisp and clear. And bright, blinding lights will be a thing of the past. You will drive relaxed with renewed confidence. (Exhibit B).

C. Enhance your night vision with NightSafe Glasses.

* * *

[Photograph of oncoming traffic out of focus.]

Without NightSafe Glasses...

[Photograph of oncoming traffic in sharp focus.]

With NightSafe Glasses!

* * *

NightSafe Glasses give you clearer, sharper images...especially in rain, sleet or snow when driving is most hazardous. That's why professional drivers, pilots and other who rely on their vision, rely on NightSafe Glasses. And why you should, too. Protect yourself and your passengers with NightSafe. (Exhibit C).

PAR. 5. Through the use of the statements and depictions contained in the advertisements referred to in paragraph four, including but not necessarily limited to the advertisements attached as Exhibits A through C, respondents have represented, directly or by implication, that:

A. NightSafe Glasses improve night vision.

B. Laboratory tests prove that NightSafe Glasses improve night vision.

PAR. 6. In truth and in fact:

A. NightSafe Glasses do not improve night vision.

B. Laboratory tests do not prove that NightSafe Glasses improve night vision.

Therefore, the representations set forth in paragraph five were, and are, false and misleading.

PAR. 7. Through the use of the trade name NightSafe Glasses and the statements and depictions contained in the advertisements referred to in paragraph four, including but not necessarily limited to the advertisements attached as Exhibits A through C, respondents have represented, directly or by implication, that NightSafe Glasses make night driving safe or safer.

PAR. 8. In truth and in fact, NightSafe Glasses do not make night driving safer. Therefore, the representation set forth in paragraph seven was, and is, false and misleading.

PAR. 9. Through the use of the trade name and the statements and depictions contained in the advertisements referred to in paragraph four, including but not necessarily limited to the advertisements attached as Exhibits A through C, respondents have represented, directly or by implication, that at the time they made the representations set forth in paragraphs five and seven, respondents possessed and relied upon a reasonable basis that substantiated such representations.

PAR. 10. In truth and in fact, at the time they made the representations set forth in paragraphs five and seven, respondents did not possess and rely upon a reasonable basis that substantiated such representations. Therefore, the representation set forth in paragraph nine was, and is, false and misleading.

PAR. 11. The acts and practices of respondents as alleged in this 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.

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EXHIBIT A



Panel B: Average by age group

MOISTEN HERE

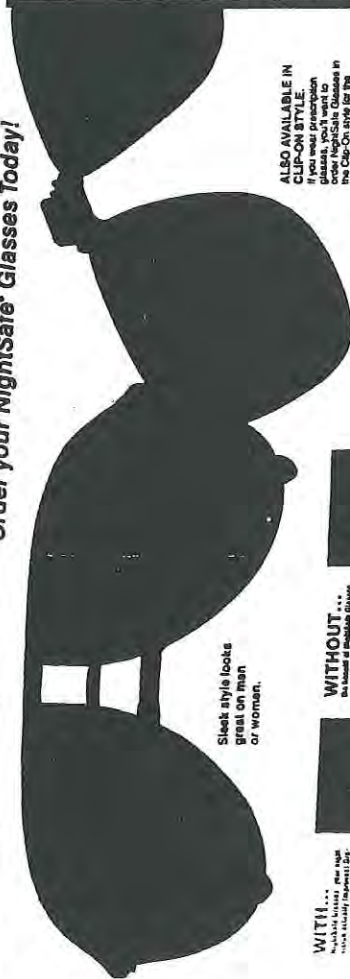
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EXHIBIT A

DRIVE SAFER AT NIGHT, IN RAIN, SNOW, SLEET, EVEN FOG.

Order your NightSafe® Glasses Today!



Sleek style looks great on men or women.

WITH...

NightSafe® glasses give you the most advanced protection from glare, rain, snow, sleet, fog or even blinding headlights.



WITHOUT...
The glare and rain-slick roads that make driving at night so dangerous. The glare and rain-slick roads that make driving at night so dangerous.



WHAT A DIFFERENCE! Experience an incredible improvement in your night vision with NightSafe Glasses—the glasses that make driving safer and more relaxing. Thousands of drivers find them welcome traveling companions. You will too—glare and harsh reflections. No matter what the weather—rain, snow, sleet, fog or hail—NightSafe Glasses will keep you safer and more confident with NightSafe Glasses. **SLEEK HIGH FASHION PLUS ADVANCED OPTICAL TECHNOLOGY.** NightSafe Glasses were perfected after years of optical experimentation and laboratory tests. The UV400™ lenses block harmful, ultraviolet rays and bring incredible clarity and sharpness to otherwise distorted images. Dramatically cuts down on blinding glare from approaching headlights, street signs, street lamps and rain-slick pavements. With the look of the most expensive designer glasses, NightSafe Glasses are manufactured under the strictest laboratory standards using the latest and highest quality materials.

Made in Taiwan.

ALSO AVAILABLE IN CLIP-ON STYLE.

For those who already wear glasses, you'll want to order NightSafe Glasses in the Clip-On style for the ultimate in night driving protection.

GLASSES OR CLIP-ONS, BUY ANY 2 AND SAVE \$5!

ITEM	PRICE	SHIPPING/HANDLING
1 PAIR NIGHTSAFE GLASSES OR CLIP-ONS	19.95	2.95
2 PAIR NIGHTSAFE IN EITHER STYLE	34.90	7.95

GUARANTEED FOR A LIFETIME!
If you are not 100% satisfied with the clear night vision of your NightSafe Glasses, for ANY REASON, we will refund your money. Complete details included with your order.

WARRANTY:
A pair of NightSafe Glasses is guaranteed to last for a lifetime. If you are not 100% satisfied with the clear night vision of your NightSafe Glasses, for ANY REASON, we will refund your money. Complete details included with your order.



Read what NightSafe owners have to say:

"I have waited a long time to be able to drive at night without the 'glare' from other headlights blinding my eyes and usually giving me an instant blackout. Now I can see clearly at night and the design of the glasses looks great too!"
—R.L. Spolans, WA

"Thank you for the glasses that you sent us. I'm using them for a couple of weeks, our driver's license is renewed and they really helped them when driving at night."
—S.J. Edison, NJ

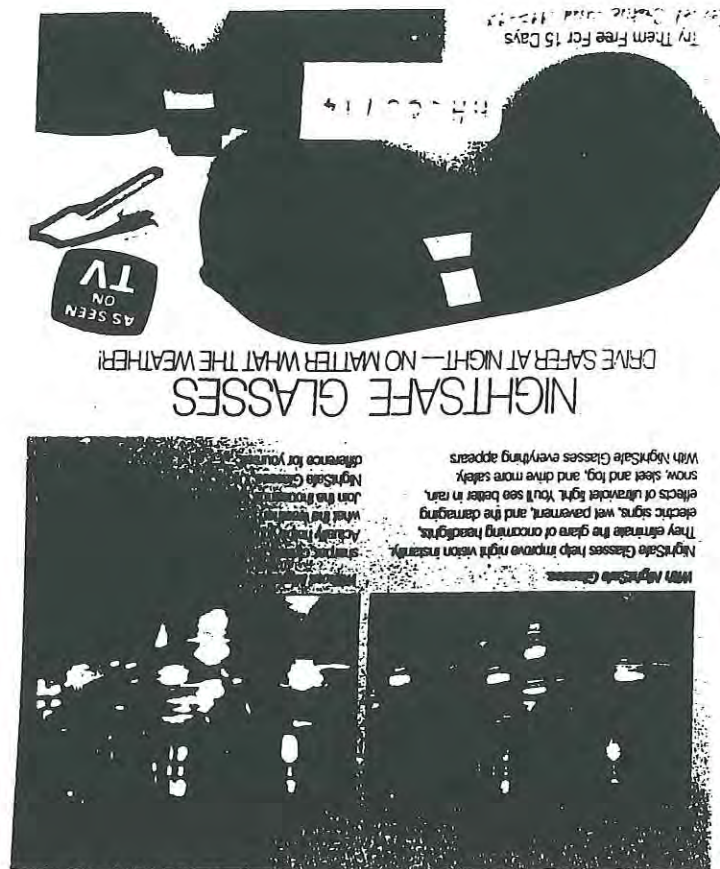
"Thanks for sending such an ingenious product that will save my eyes and my wallet so much less stressful and much safer too! You're great!"
—R.H. Mission Vale, CA

"We love the NightSafe glasses we just received. Would like more for gifts..."
—C.C. Clorix, CA

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EXHIBIT B



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST CLASS MAIL PERMIT NO 358 DES PLAINES IL

POSTAGE WILL BE PAID BY ADDRESSEE

MARATHON OIL COMPANY
MERCHANDISE HEADQUARTERS
125 ARMSTRONG ROAD
DES PLAINES IL 60019-9934



EXHIBIT B

TRY NIGHTSAFE
JUST ONCE.

DRIVE WITH NEW
CONFIDENCE
AFTER DARK.



A remarkable difference...NightSafe Glasses improve your night vision instantly, by reducing the glare from auto headlights, electric signs, street lamps and wet, slick pavements. No more squinting or straining to see. Everything appears sharper, clearer, brighter, with more definition. You'll see better than you ever thought possible.

Advanced optics cut through dangerous glare. Laboratory tested and proven NightSafe Glasses really work. The innovative UV400™ lenses block harmful ultraviolet rays and cut through dense haze. NightSafe also blocks dangerous glare from oncoming headlights, electric signs, street lamps, and rain soaked streets. NightSafe helps improve your night vision and reduces eye fatigue and strain.

You won't believe your eyes. NightSafe lets you drive at night as confidently as during the day. Just slip them on and you'll notice an immediate difference. Hazy

objects appear crisp and clear. And bright, blinding lights will be a thing of the past. You will drive relaxed with renewed confidence.

Also available in Clip-On style. If you wear prescription glasses, you'll want to order NightSafe Glasses in the Clip-On style for the same great night driving protection.

Guaranteed for life. You'll never have to be without NightSafe Glasses. We guarantee to replace them **FREE** for any reason, without question. So why not try NightSafe Glasses and join the thousands of satisfied users.

Try them and see... Order your NightSafe Glasses today and see how they dramatically improve your night vision, even in the worst, most dangerous driving conditions. We think you'll agree that NightSafe Glasses are a real breakthrough in night vision.

GLASSES OR CLIP-ONS, BUY ANY 2 AND SAVE \$5

Description	Monthly		No. of Months	Total Price	
	Payment*	Y/Y*		Payments*	Y/Y*
1 Pwr NightSals Glasses or Clo-Ons	\$3.99*	\$.79*	5	\$19.95*	\$3.99*
2 Pwr NightSals in Filder Stals	\$5.99*	\$1.50*	5	\$34.95*	\$7.95*

* Find any remarkable sales and use rates

Monday 12 June

LIFETIME WARRANTY

A copy of the warranty will be packed with the merchandise which it is shipped. If you wish you may obtain a true copy in advance by writing to: Migration Merchandise Center, 223 Appleton Street, Boston, MA 02116.



Marathon Oil Company NightSafe Glasses
Mail Today for your 15-Day Free Home Trial

YES! Please send me the merchandise indicated below. I must be completely satisfied or I may return the merchandise by Insured Parcel Post or UPS within 15 days and owe nothing. My return postage and insurance costs will be refunded. The purchases will be charged to your Marathon Oil Company credit card account and unless a single payment is requested, I will be set-up on interest-free monthly installments.

SEND NO MONEY NOW!

☐ Check here if you prefer a single payment of the total deferred price plus applicable sales and use taxes.

Indicate Choice	Item No.	Description
	123	NightSate Glasses
	124	NightSate Goggles
	125	2 "NightSate Glasses - SAVE \$5.00"
	126	2 "NightSate Goggles - SAVE \$5.00"

Please enter your Marathon Credit Card Number here

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Name _____ (Do not forget)

Address _____ 201 '80 _____

City _____ State _____ Zip _____

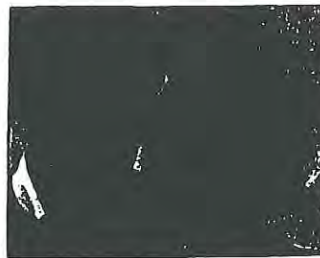
Signature _____
Not valid without full signature

15-Day Home Trial Offer: Examine the NightSight Glasses in your own home for 15 days. No obligation. If within 15 days you are not completely satisfied, return it by insured Priority Mail to PPS and we absolutely nothing. We even refund the postage and insurance cost.

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EXHIBIT C

***Read what NightSafe owners have to say:***

• "I have waited a long time to be able to drive at night without the 'glare' from other headlights hurting my eyes and usually giving me an inevitable headache! You've got a great product here, and the design of the glasses looks great too!"

—R.L., Spokane, WA

• "Thank you for the glasses that you sent us. After using them for a couple of weeks, our drivers loved them, because they really helped them when driving at night!"

—S.S., Edison, NJ

• "Thanks for inventing such an ingenious product that will make my nighttime driving ventures so much less stressful and much safer too! You're great!"

—K.H., Mission Viejo, CA

• "We love the NightSafe glasses we just received. Would like more for gifts..."

—C.C., Clovis, CA

Order your NightSafe Glasses Today!

FOR FASTER DELIVERY, CALL TOLL-FREE 1-800-222-6161. Open 24 hours!

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EXHIBIT C

Enhance your night vision with NightSafe® Glasses.



It's Incredible!

These sleek NightSafe Glasses actually enhance your night vision by reducing the glare from headlights, electric signs, street lights and rain-slick pavement. No more squinting or straining to see! NightSafe



gives you sharper, clearer vision, reducing the glare from oncoming lights and bright headlights. So you can see clearly, safely.



Without NightSafe Glasses... With NightSafe Glasses!
Helps eliminate confusing and dangerous "halo" effects of oncoming lights.

NightSafe Glasses give you clearer, sharper images... especially in rain, sleet or snow when driving is most hazardous. That's why professional drivers, pilots and others who rely on their vision, rely on NightSafe Glasses. And why you should, too. Protect yourself and your passengers with NightSafe.

Order your NightSafe Glasses today!

DECISION AND ORDER

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

The respondents, their attorneys, and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by the respondents 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 the respondents that the law has been violated as alleged in such complaint, or that the facts as alleged in such complaint, other than jurisdictional facts, are true, 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 respondents have violated the said Act, and that a 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, 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. Respondent Nationwide Syndications, Inc. is an Illinois corporation with its principal office or place of business at 223 Applebee Street, Barrington, Illinois.

2. Respondent Thomas W. Karon is an officer of Nationwide Syndications, Inc. Individually or in concert with others, he formulates, directs and controls the acts and practices of the corporate respondent, including the acts and practices alleged in this complaint. His principal office or place of business is the same as that of Nationwide Syndications, Inc.

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

ORDER

DEFINITIONS

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

1. The term "*substantially similar product*" means any eyeglasses with tinted lenses.

2. The term "*competent and reliable scientific evidence*" means 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.

I.

It is ordered, That respondents, Nationwide Syndications, Inc., a corporation, its successors and assigns, and its officers, and Thomas W. Karon, individually and as an officer of said corporation, and respondents' agents, representatives and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the labeling, advertising, promotion, offering for sale, sale, or distribution of NightSafe Glasses or any substantially similar product in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from representing, in any manner, directly or by implication, that:

- A. Such product makes night driving safe or safer; or
- B. Such product improves night vision.

II.

It is further ordered, That respondents, Nationwide Syndications, Inc., a corporation, its successors and assigns, and its officers, and Thomas W. Karon, individually and as an officer of said corporation, and respondents' agents, representatives and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the labeling, advertising, promotion, offering for sale, sale, or distribution of NightSafe Glasses or any substantially similar product in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist

from misrepresenting, in any manner, directly or by implication, the efficacy, performance, safety, or benefits of such product, unless such representation is true and, at the time of making such representation, respondents possess and rely upon competent and reliable evidence, which when appropriate must be competent and reliable scientific evidence, that substantiates the representation.

III.

It is further ordered, That respondent, Nationwide Syndications, Inc., a corporation, its successors and assigns, and its officers, and Thomas W. Karon, individually and as an officer of said corporation, and respondents' agents, representatives and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the labeling, advertising, promotion, offering for sale, sale, or distribution of any product in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from misrepresenting, in any manner, directly or by implication, the existence, contents, validity, results, conclusions, or interpretations of any test or study.

IV.

It is further ordered, That respondent, Nationwide Syndications, Inc., a corporation, its successors and assigns, and its officers, and Thomas W. Karon, individually and as an officer of said corporation, and respondents' agents, representatives and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the labeling, advertising, promotion, offering for sale, sale, or distribution of NightSafe Glasses or any substantially similar product in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from using the name "NightSafe," or any other name, in a manner that represents, directly or by implication, that such product makes night driving safe or safer.

V.

It is further ordered, That respondents, Nationwide Syndications, Inc., its successors and assigns, and Thomas W. Karon, shall pay to the Federal Trade Commission, by cashier's check or certified check made payable to the Federal Trade Commission and delivered to the

Director of the Chicago Regional Office, Federal Trade Commission, 55 East Monroe, Suite 1860, Chicago, Illinois, the sum of one hundred and twenty five thousand dollars (\$125,000). This payment shall constitute full and complete satisfaction of all claims for redress by the Commission, under the Federal Trade Commission Act or any other applicable rule of law, for conduct covered by the order which occurred prior to the date of service of this order. Respondents shall make this payment no later than ten (10) days following the date of service of this order. In the event of any default on any obligation to make payment under this section, interest, computed pursuant to 28 U.S.C. 1961(a), shall accrue from the date of default to the date of payment. The funds paid by respondents shall, in the discretion of the Federal Trade Commission, be used by the Commission to provide direct redress to purchasers of NightSafe Glasses in connection with the acts or practices alleged in the complaint, and to pay any attendant costs of administration. If the Federal Trade Commission determines, in its sole discretion, that redress to purchasers of this product is wholly or partially impracticable or is otherwise unwarranted, any funds not so used shall be paid to the United States Treasury. Respondents shall be notified as to how the funds are distributed, but shall have no right to contest the manner of distribution chosen by the Commission. No portion of the payment as herein provided shall be deemed a payment of any fine, penalty, or punitive assessment.

VI.

It is further ordered, That respondents shall provide the names and addresses of each individual who purchased NightSafe Glasses or any substantially similar product (hereafter "NightSafe Glasses") from Nationwide Syndications, Inc., or each individual who purchased NightSafe Glasses from any of the retailers, credit card companies, or any other person, partnership or corporation to whom Nationwide Syndications, Inc. sold NightSafe Glasses for resale, and whose names and addresses are in the possession of Nationwide Syndications, Inc. or Thomas W. Karon or can reasonably be obtained from the agents or representatives involved in fulfilling orders on behalf of Nationwide Syndications, Inc., to the Federal Trade Commission no later than ten (10) days after the date of service of this order. The respondents shall provide these names and addresses to the Commission in a format consistent with the Commission's Standards for Production/Acceptance of Magnetically

Recorded Information as set forth in Appendix A. The Commission may, in its sole discretion, provide notification to the purchasers of NightSafe Glasses to inform the purchasers of the safety information contained in Appendix B. The funds paid by respondents, pursuant to paragraph V of this order, may, in the discretion of the Commission, be used by the Commission to pay any of the costs associated with providing this notification to purchasers of NightSafe Glasses.

VII.

It is further ordered, That for five (5) years after the last date of dissemination of any representation covered by this order, respondents, or their successors and assigns, shall maintain and upon request make available to the Federal Trade Commission for inspection and copying:

A. All materials that were relied upon in disseminating such representation; and

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

VIII.

It is further ordered, That respondents Nationwide Syndications, Inc. shall:

A. Within thirty (30) days after the date of service of this order, deliver a copy of this order to each of the corporate respondent's officers, agents, representatives, and employees who are engaged in the preparation or placement of advertisements, promotional materials, product labels or other such sales materials covered by this order.

B. For a period of ten (10) years after the date of service of this order, deliver a copy of this order to each of the corporate respondent's future officers, agents, representatives, and employees who are engaged in the preparation or placement of advertisements, promotional materials, product labels or other such sales materials covered by this order, within three (3) days after the person assumes such position.

IX.

It is further ordered, That respondents Nationwide Syndications, Inc. shall notify the Commission at least thirty (30) days prior to any proposed change in the corporate 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 which may affect compliance obligations under this order.

X.

It is further ordered, That respondent Thomas W. Karon shall, for a period of ten (10) years after the date of issuance of this order, notify the Commission within thirty (30) days of discontinuance of his present business or employment and of each affiliation with a new business or employment. Each notice of affiliation with any new business or employment shall include his new business address and telephone number, current home address, and a statement describing the nature of the business or employment and the duties and responsibilities.

XI.

This order will terminate on April 28, 2017, or twenty 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 paragraph in this order that terminates in less than twenty years;

B. This order's 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 paragraph.

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 paragraph as though

the complaint was never 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.

XII.

It is further ordered, That each respondent shall, within sixty (60) days after service of this order upon it, 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.

APPENDIX A

Federal Trade Commission Standards for Production/Acceptance of Magnetically Recorded Information

The Federal Trade Commission utilizes standards for information transfer adopted by the National Institute for Standards and Technology and in compliance with the International Standards Organization guidelines for information exchange.

The Commission encourages the use and exchange of magnetic media as a cost-effective, resource conscious alternative to printed materials.

The Commission will accept magnetic media in the following formats:

- (A) Magnetic storage media:
- (1) 9-track computer tapes recorded in ASCII or EBCDIC format at either 1600 or 6250 BPI. No internal labels should be written.
 - (2) 5.25 inch IBM-compatible format diskettes.
 - (3) 3.5 inch IBM-compatible format micro floppy diskettes.
 - (4) Local Area Network backup cassettes or cartridges by pre-authorization only. (Contact (202)326-2280 for authorization.)

(B) File structures: (1) Sequential Access Method (SAM) files only. All indexed file structures must be dumped down into SAM format in primary-key order. Micro-computer (IBM-compatible) file structures should be in ASCII-comma-separated format.

(C) Record structures: Fixed length records only. Maximum block size for data is 32,000 bytes for data submitted on 9-track tapes. All data in the record is to be provided as it would appear in printed format: (*e.g.*) unpacked, printed decimal points, signed if relevant.

(D) Documentation: Brief documentation of each file on the tape or diskette must be provided. This information should include the following: (1) File name, (2) What tape/diskette file resides on, (3) Position of file on tape or diskette, (4)

Number of records contained in the file, (5) The length of each record, (6) The record layout: (a) field name

(b) field size in bytes

(c) field data type (numeric/alpha-numeric/dollar/logical/date/etc.)

File layout documentation should be included in the same package as the tape/diskettes when sent.

(E) Shipping: Magnetic media must be shipped clearly marked: MAGNETIC MEDIA DO NOT X-RAY. Data received unmarked can not be accepted by our computer center. Media should be sent to the following address:

Federal Trade Commission

Computer Operations Center, Room-192

6th & Pa. Ave. N.W.

Washington, DC 20580

Attn: Litigation & Customer Support

(F) Technical Support: The Litigation & Customer Support Consulting staff is available at (202) 326-2200 to answer your technical questions regarding production of data for the Commission from 8:30 am to 6:00 pm EST.

APPENDIX B

Please note this important safety information:

The NightSafe Glasses you purchased do not improve your vision while driving at night. In fact, these glasses may impair your vision while driving at night. This means that you should not wear NightSafe Glasses while driving at night.

Although NightSafe Glasses may impair your vision while driving at night, they may be used during the daytime as sunglasses.

IN THE MATTER OF

SPLITFIRE, INC.

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

Docket C-3737. Complaint, April 28, 1997--Decision, April 28, 1997

This consent order prohibits, among other things, the Illinois spark plugs manufacturer from making fuel economy, emissions, horsepower, or cost savings claims without competent and reliable scientific evidence to support them. The consent order also prohibits misrepresentations regarding the existence, contents, validity, results, conclusions or interpretations of any test or study. In addition, the consent order requires the respondent to possess competent and reliable scientific evidence to substantiate claims in endorsements or testimonials.

Appearances

For the Commission: *Laura Fremont and Matthew Gold.*

For the respondent: *Edward Geltman, Squire, Sanders & Dempsey, Washington, D.C.*

COMPLAINT

The Federal Trade Commission, having reason to believe that SplitFire, Inc., a corporation ("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:

1. Respondent SplitFire, Inc. is an Illinois corporation with its principal office or place of business at 4065 Commercial Avenue, Northbrook, Illinois.

2. Respondent has manufactured, advertised, labeled, offered for sale, sold, and distributed automotive products to the public, including the "SplitFire Spark Plug," an internal combustion engine spark plug with one split or forked electrode.

3. 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.

4. Respondent has disseminated or has caused to be disseminated advertisements for SplitFire Spark Plugs, including but not necessarily limited to the attached Exhibits A through D. These advertisements contain the following statements and depictions: